



Registration of a Charge

Company Name: **PGPI LTD**

Company Number: **12169000**



Received for filing in Electronic Format on the: **24/05/2024**

XD3SBBZM

Details of Charge

Date of creation: **22/05/2024**

Charge code: **1216 9000 0001**

Persons entitled: **UCAT SERVICES LIMITED**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **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: **UCAT SERVICES LIMITED**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12169000

Charge code: 1216 9000 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd May 2024 and created by PGPI LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th May 2024 .

Given at Companies House, Cardiff on 29th May 2024

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Debenture

Dated: 22nd May 2024

- (1) BEAUFORT PROPERTY
INVEST Ltd (Formally Named
PGPI)
- (2) UCAT Services Limited

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THIS DEED is made the 22nd May 2024

BETWEEN:

- (1) **BEAUFORT PROPERTY INVEST LTD (Formally named PGPI Ltd)** incorporated and registered in England and Wales, Company Number 12169000 whose registered office is at Devonshire House, 1 Mayfair Place, London, England, W1J 8AJ (the "**Issuer**"); and
- (2) **UCAT SERVICES LIMITED**, a private limited company registered in England and Wales with registration number 10552323 and having its registered office at Unit 9 St Stephens Court, St. Stephens Road, Bournemouth, England, BH2 6LA, in its capacity as security trustee and representative of the Bondholders under and pursuant to the Security Trust Deed (the "**Security Trustee**").

Background:

- (A) The Issuer proposes to issue Bonds ("**Bonds**") to Subscribers (as defined below) from time to time created by the Issuer pursuant to a subscription agreement (the "**Subscription Agreement**") to be entered into between the Issuer (1), the Subscribers (2), the Security Trustee (3) on or around the date of this deed relating to the purchase of Bonds.
- (B) Under this deed, the Issuer provides security to the Security Trustee for all Bonds that are issued to Subscribers under the Subscription Agreement.

IT IS AGREED:

It is agreed as follows:

1. **Definitions and interpretation**

1.1 **Definitions**

Terms defined in the Subscription Agreement shall, unless otherwise defined in this deed, have the same meaning in this deed.

"Account"	means any bank account opened by the Issuer;
"Administrator"	an administrator appointed to manage the affairs, business and property of the Issuer pursuant to clause 17.7;
"Bondholders"	means the persons in whose names Bonds are registered;
"Book Debts"	all present and future book and other debts, and monetary claims due or owing to the Issuer, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Issuer in relation to any of them;
"Business Day"	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

"Delegate"	any person appointed by the Security Trustee or any Receiver pursuant to clause 22 and any person appointed as attorney of the Security Trustee, Receiver or Delegate;
"Environment"	the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media;
"Environmental Law"	all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance Bonds in so far as they relate to or apply to the Environment;
"Equipment"	all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Issuer, including any part of it and all spare parts, replacements, modifications and additions;
"Event of Default"	has the meaning given to that expression in the Subscription Agreement;
"Financial Collateral"	has the meaning given to that expression in the Financial Collateral Regulations;
"Financial Collateral Regulations"	the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226);
"Insurance Policy"	means any contract or policy of insurance of any kind in which the Issuer has an interest from time to time and all rights related to any such policy;
"Intellectual Property"	the Issuer's present and future patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which

subsist or will subsist now or in the future in any part of the world;

"Investments"

all present and future certificated stocks, shares, loan capital, securities, Bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Issuer, including any:

dividend, interest or other distribution paid or payable in relation to any of the Investments; and

right, money, shares or property accruing, offered or issued at any time in relation to any of the Investments by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.

"LPA 1925"

the Law of Property Act 1925;

"Material Contract"

means any agreement, loan agreement or credit facility entered into by the Issuer;

"Receiver"

a receiver, receiver and manager or administrative receiver of any or all of the Secured Assets appointed by the Security Trustee under clause 20;

"Receivables"

means book and other debts and rights to money and income liquidated and unliquidated due or owing to the Issuer including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but excluding cash at bank;

"Secured Assets"

all the assets, property and undertaking for the time being subject to the Security created by, or pursuant to, this deed (and references to the Secured Assets shall include references to any part of them);

"Secured Liabilities"

all present and future monies, obligations and liabilities of the Issuer to the Bondholders and/or the Security Trustee, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Subscription Agreement, the Security Trust Deed, the Bonds or this deed together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities;

"Security"

any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect;

"Security Financial Collateral Arrangement"	has the meaning given to that expression in the Financial Collateral Regulations;
"Security Trust Deed"	means the security trust deed dated on or about the date of this deed between the Issuer and the Security Trustee;
"Security Period"	the period starting on the date of this deed and ending on the date on which the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding;
"Subscribers"	has the meaning given to it in the Subscription Agreement; and
"Subscription Agreement"	has the meaning given to it in Recital A;

1.2 Interpretation

The provisions of clause 1.2 of the Subscription Agreement apply to this deed as if they were set out in full in this deed, except that each reference in that clause to the Subscription Agreement shall be read as a reference to this deed.

1.3 Clawback

If the Security Trustee considers that an amount paid by the Issuer in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Issuer or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

1.4 Nature of security over real property

A reference in this deed to a charge or mortgage of or over any Property includes:

- 1.4.1 all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) that are situated on or form part of that Property at any time;
- 1.4.2 the proceeds of the sale of any part of that Property and any other monies paid or payable in respect of or in connection with that Property;
- 1.4.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Issuer in respect of that Property, and any monies paid or payable in respect of those covenants; and
- 1.4.4 all rights under any licence, agreement for sale or agreement for lease in respect of that Property.

1.5 Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Subscription Agreement and of any side letters between any parties in relation to the Subscription Agreement are incorporated into this deed.

1.6 **Perpetuity period**

If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1.7 **Schedules**

The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.

2. **Covenant to pay**

The Issuer shall, on demand, pay to the Security Trustee and discharge the Secured Liabilities when they become due.

3. **Fixed Security**

3.1 **Real Property**

- (a) The Issuer charges: by way of first fixed charge any right, title or interest in Real Property
- (b) The Issuer assigns absolutely, subject to the provisions of Clause 27 (*Release*) :
 - (i) all rental income in respect of Real Property;
 - (ii) all rights under any licence, agreement for sale or agreement for lease or other use of its Real Property or under any agreement to purchase Real Property (in each case present or future);
 - (iii) all rights, powers, benefits, claims, contracts, warranties, remedies, covenants for title, security, guarantees or indemnities in respect of any of its Real Property (including, but not limited to, any rent deposit or other sum paid as security) and all rights and claims to compensation of any nature paid in relation to its Real Property;
 - (iv) the proceeds of sale of any of its Real Property; and
 - (v) any other moneys paid or payable in respect of its Real Property.

3.2 **Receivables**

The Issuer charges by way of first fixed charge all its rights, title or interest in Receivables.

3.3 **Accounts**

The Issuer charges by way of first fixed charge all its rights, title or interest in the Accounts and all monies standing to the credit of the Accounts and interest and other monies payable on or in respect of the Accounts.

3.4 **Goodwill**

The Issuer charges by way of first fixed charge its goodwill.

3.5 **Uncalled capital**

The Issuer charges by way of first fixed charge all its uncalled capital.

3.6 **Insurances**

The Issuer assigns absolutely, subject to the provisions of Clause 27 (*Release*), all its rights, title or interest in the Insurance Policies and the proceeds of such policies.

3.7 **Contracts**

The Issuer assigns absolutely, subject to the provisions of Clause 27 (*Release*), all its rights, title or interest in:

3.7.1 the Material Contracts;

3.7.2 all other agreements to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause 3; and

3.7.3 the benefit of any guarantee or security for the performance of any of such Material Contracts or other agreements.

4. **Floating charge**

As a continuing security for the payment and discharge of the Secured Liabilities, the Issuer charges to the Security Trustee, by way of first floating charge, all the undertaking, property, assets and rights of the Issuer at any time.

4.1 **Qualifying floating charge**

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 4.

4.2 **Automatic crystallisation of floating charge**

The floating charge created by clause 4 shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if:

4.2.1 the Issuer:

(a) creates, or attempts to create, without the prior written consent of the Security Trustee, Security or a trust in favour of another person over all or any part of the Secured Assets (except as expressly permitted by the terms of this deed or the Subscription Agreement); or

(b) disposes, or attempts to dispose of, all or any part of the Secured Assets (other than Secured Assets that are only subject to the floating charge while it remains uncrystallised);

4.2.2 any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets; or

4.2.3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Issuer.

4.3 Crystallisation of floating charge by notice

The Security Trustee may, in its sole discretion, by written notice to the Issuer, convert the floating charge created under this deed into a fixed charge as regards any part of the Secured Assets specified by the Security Trustee in that notice if:

- 4.3.1 an Event of Default occurs and is continuing; or
- 4.3.2 the Security Trustee considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

4.4 Assets acquired after any floating charge has crystallised

Any asset acquired by the Issuer after any crystallisation of the floating charge created under this deed that, but for that crystallisation, would be subject to a floating charge under this deed, shall (unless the Security Trustee confirms otherwise to the Issuer in writing) be charged to the Security Trustee by way of first fixed charge.

5. Provisions relating to Security

All the Security created under this deed is created:

- (a) with full title guarantee in favour of the Security Trustee as a continuing security for the payment, discharge and performance of the Secured Liabilities; and
- (b) (except in the case of assets which are the subject of a legal mortgage under this deed) over all present and future assets of the kind described which are owned by the Issuer and, to the extent it does not own those assets, shall extend to any right, title or interest which it may have in them.

6. Liability of the Issuer

6.1 Liability not discharged

The Issuer's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- 6.1.1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Security Trustee that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- 6.1.2 the Security Trustee renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- 6.1.3 any other act or omission that, but for this clause 6.1, might have discharged, or otherwise prejudiced or affected, the liability of the Issuer.

7. Immediate recourse

The Issuer waives any right it may have to require the Security Trustee to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against the Issuer.

8. Representations and warranties

8.1 Representations and warranties

The Issuer makes the representations and warranties set out in this clause 8 to the Security Trustee.

8.2 Ownership of Secured Assets

The Issuer is the sole legal and beneficial owner of the Secured Assets.

8.3 No Security

The Secured Assets are free from any Security other than the Security created by this deed.

8.4 No adverse claims

The Issuer has not received, or acknowledged notice of, any adverse claim by any person in respect of the Secured Assets or any interest in them.

8.5 No adverse covenants

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever that materially and adversely affect the Secured Assets.

8.6 No breach of laws

There is no breach of any law or regulation that materially and adversely affects the Secured Assets.

8.7 No interference in enjoyment

No facility necessary for the enjoyment and use of the Secured Assets is subject to terms entitling any person to terminate or curtail its use.

8.8 No overriding interests

Nothing has arisen, has been created or is subsisting, that would be an overriding interest in any Property.

8.9 Avoidance of security

No Security expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Issuer or otherwise.

8.10 No prohibitions or breaches

There is no prohibition on assignment in any Insurance Policy the entry into this deed by the Issuer does not, and will not, constitute a breach of any Insurance Policy or any other agreement or instrument binding on the Issuer or its assets.

8.11 Environmental compliance

The Issuer has, at all times, complied in all material respects with all applicable Environmental Law.

8.12 **Enforceable security**

This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Issuer, and is, and will continue to be, effective security over all and every part of the Secured Assets in accordance with its terms.

8.13 **Investments**

8.13.1 The Investments are fully paid and are not subject to any option to purchase or similar rights.

8.13.2 No constitutional document of an issuer of an Investment, nor any other agreement:

- (a) restricts or inhibits any transfer of the Investments on creation or enforcement of the security constituted by this deed; or
- (b) contains any rights of pre-emption in relation to the Investments.

8.13.3 The Issuer has complied with all notices relating to all or any of the Investments received by it pursuant to sections 790D and 790E of the Companies Act 2006.

8.13.4 No warning notice has been issued under paragraph 1(2) of Schedule 1B of the Companies Act 2006, and no restrictions notice has been issued under paragraph 1(3) of Schedule 1B of the Companies Act 2006, in respect of all or any of the Investments.

8.14 **Times for making representations and warranties**

The representations and warranties set out in clause 8.2 to clause 8.13 are made by the Issuer on the date of this deed are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

9. **General covenants**

9.1 **Negative pledge and disposal restrictions**

The Issuer shall not at any time, except with the prior written consent of the Security Trustee:

- 9.1.1 create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Security created by this deed;
- 9.1.2 create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party.

9.2 **Preservation of Secured Assets**

The Issuer shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Security Trustee, or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this deed.

9.3 **Compliance with laws and regulations**

9.3.1 The Issuer shall not, without the Security Trustee's prior written consent, use or permit the Secured Assets to be used in any way contrary to law.

9.3.2 The Issuer shall:

- (a) comply with the requirements of any law and regulation relating to or affecting the Secured Assets or the use of it or any part of them;
- (b) obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Secured Assets or their use or that are necessary to preserve, maintain or renew any Secured Asset; and
- (c) promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Secured Assets.

9.4 **Enforcement of rights**

The Issuer shall use its best endeavours to:

- 9.4.1 procure the prompt observance and performance of the covenants and other obligations imposed on the Issuer's counterparties (including each insurer in respect of an Insurance Policy); and
- 9.4.2 enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets that the Security Trustee may require from time to time.

9.5 **Notice of misrepresentation and breaches**

The Issuer shall, promptly on becoming aware of any of the same, notify the Security Trustee in writing of:

- 9.5.1 any representation or warranty set out in clause 8 which is incorrect or misleading in any material respect when made or deemed to be repeated; and
- 9.5.2 any breach of any covenant set out in this deed.

9.6 **Title documents**

The Issuer shall, as so required by the Security Trustee, deposit with the Security Trustee and the Security Trustee shall, for the duration of this deed be entitled to hold:

- 9.6.1 all deeds and documents of title relating to the Secured Assets that are in the possession or control of the Issuer (and if these are not within the possession or control of the Issuer, the Issuer undertakes to obtain possession of all these deeds and documents of title);
- 9.6.2 all Insurance Policies and any other insurance policies relating to any of the Secured Assets that the Issuer is entitled to possess; and
- 9.6.3 all deeds and documents of title (if any) relating to the Book Debts as the Security Trustee may specify from time to time.

9.7 **Insurance**

- 9.7.1 The Issuer shall insure and keep insured (or where, in the case of any leasehold property, insurance is the responsibility of the landlord under the terms of the lease, either procure that the landlord insures and keeps insured or, if and to the extent that the landlord does not do so, itself insure and keep insured) the Secured Assets against:

- (a) loss or damage by fire or terrorist acts;
- (b) other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Issuer; and
- (c) any other risk, perils and contingencies as the Security Trustee may reasonably require.

9.7.2 Any such insurance must be with an insurance company or underwriters, and on such terms, as are reasonably acceptable to the Security Trustee, and must include property owners' public liability and third party liability insurance and be for not less than the replacement value of the relevant Secured Assets (meaning in the case of any premises on any Property, the total cost of entirely rebuilding, reinstating or replacing the premises in the event of their being destroyed, together with architects', surveyors', engineers' and other professional fees and charges for shoring or propping up, demolition, site clearance and reinstatement with adequate allowance for inflation) and loss of rents payable by the tenants or other occupiers of the Property for a period of at least three years, including provision for increases in rent during the period of insurance

9.7.3 The Issuer shall, if requested by the Security Trustee, produce to the Security Trustee each policy, certificate or cover Bond relating to the insurance required by clause 9.7.1 (or where, in the case of any leasehold property, that insurance is effected by the landlord, such evidence of insurance as the Issuer is entitled to obtain from the landlord under the terms of the relevant lease).

9.7.4 The Issuer shall, if requested by the Security Trustee, procure that a Bond of the Security Trustee's interest is endorsed upon each insurance policy (other than public liability and third party liability insurances) maintained by it or any person on its behalf in accordance with clause 9.7.1 but without the Security Trustee having any liability for any premium in relation to those Insurance Policies unless it has expressly and specifically requested to be made liable in respect of any increase in premium or unpaid premium in respect of any Insurance Policy.

9.8 **Insurance premiums**

The Issuer shall:

9.8.1 promptly pay all premiums in respect of each insurance policy maintained by it in accordance with clause 9.7.1 and do all other things necessary to keep that policy in full force and effect; and

9.8.2 (if the Security Trustee so requires) produce to, or deposit with, the Security Trustee the receipts for all premiums and other payments necessary for effecting and keeping up each insurance policy maintained by it in accordance with clause 9.7.1 (or where, in the case of leasehold property, insurance is effected by the landlord, such evidence of the payment of premiums as the Issuer is entitled to obtain from the landlord under the terms of the relevant lease)].

9.9 **No invalidation of insurance**

The Issuer shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any insurance policy maintained by it in accordance with clause 9.7.1.

9.10 Proceeds of insurance policies

All monies payable under any insurance policy maintained by it in accordance with clause 9.7.1 at any time (whether or not the security constituted by this deed has become enforceable) shall:

- 9.10.1 immediately be paid into an Account;
- 9.10.2 if they are not paid into an Account, be held, pending such payment, by the Issuer as trustee of the same for the benefit of the Security Trustee; and
- 9.10.3 be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or, after the security constituted by this deed has become enforceable and if the Security Trustee so directs, in or towards discharge or reduction of the Secured Liabilities.

9.11 Information

The Issuer shall:

- 9.11.1 give the Security Trustee such information concerning the location, condition, use and operation of the Secured Assets as the Security Trustee may require;
- 9.11.2 permit any persons designated by the Security Trustee and any Receiver to enter on its premises and inspect and examine any Secured Asset, and the records relating to that Secured Asset, at all reasonable times and on reasonable prior notice; and
- 9.11.3 promptly notify the Security Trustee in writing of any action, claim, notice or demand made by or against it in connection with all or any part of a Secured Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim, notice or demand, together with, in each case, the Issuer's proposals for settling, liquidating, compounding or contesting any such action, claim, notice or demand and shall, subject to the Security Trustee's prior approval, implement those proposals at its own expense.

9.12 Payment of outgoings

The Issuer shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Secured Assets and, on demand, produce evidence of payment to the Security Trustee.

10. Property covenants

10.1 Maintenance

The Issuer shall keep all premises and fixtures and fittings on each Property in good and substantial repair and condition.

10.2 Preservation of Property, fixtures and Equipment

The Issuer shall not, without the prior written consent of the Security Trustee:

- 10.2.1 pull down or remove the whole, or any part of, any building forming part of any Property or permit the same to occur;

10.2.2 make or permit any material alterations to any Property, or sever or remove, or permit to be severed or removed, any of its fixtures; or

10.2.3 remove or make any material alterations to any of the Equipment belonging to, or in use by, the Issuer on any Property (except to effect necessary repairs or replace them with new or improved models or substitutes).

10.3 **Conduct of business on Properties**

The Issuer shall carry on its trade and business on those parts (if any) of the Properties as are used for the purposes of trade or business in accordance with the standards of good management from time to time current in that trade or business.

10.4 **Planning information**

The Issuer shall:

10.4.1 give full particulars to the Security Trustee of any notice, order, direction, designation, resolution or proposal given or made by any planning authority or other public body or authority (Planning Notice) that specifically applies to any Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Planning Notice; and

10.4.2 at its own expense, immediately on request by the Security Trustee, and at the cost of the Issuer, take all reasonable and necessary steps to comply with any Planning Notice, and make, or join with the Security Trustee in making, any objections or representations in respect of that Planning Notice that the Security Trustee may desire.

10.5 **Compliance with covenants and payment of rent**

The Issuer shall:

10.5.1 observe and perform all covenants, stipulations and conditions to which each Property, or the use of it, is or may be subjected, and (if the Security Trustee so requires) produce evidence sufficient to satisfy the Security Trustee that those covenants, stipulations and conditions have been observed and performed;

10.5.2 diligently enforce all covenants, stipulations and conditions benefiting each Property and shall not (and shall not agree to) waive, release or vary any of the same; and

10.5.3 (without prejudice to the generality of the foregoing) where a Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time, and perform and observe all the tenant's covenants and conditions.

10.6 **Payment of rent and outgoings**

The Issuer shall:

10.6.1 where a Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time; and

10.6.2 pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed on each Property or on its occupier.

10.7 **Maintenance of interests in Properties**

The Issuer shall not, without the prior written consent of the Security Trustee:

10.7.1 grant, or agree to grant, any licence or tenancy affecting the whole or any part of any Property, or exercise, or agree to exercise, the statutory powers of leasing or of accepting surrenders under sections 99 or 100 of the Law of Property Act 1925; or

10.7.2 in any other way dispose of, surrender or create, or agree to dispose of surrender or create, any legal or equitable estate or interest in the whole or any part of any Property.

10.8 **Registration restrictions**

If the title to any Property is not registered at the Land Registry, the Issuer shall procure that no person (other than itself) shall be registered under the Land Registration Acts 1925 to 2002 as proprietor of all or any part of any Property without the prior written consent of the Security Trustee. The Issuer shall be liable for the costs and expenses of the Security Trustee in lodging cautions against the registration of the title to the whole or any part of any Property from time to time.

10.9 **Development restrictions**

The Issuer shall not, without the prior written consent of the Security Trustee:

10.9.1 make or, insofar as it is able, permit others to make any application for planning permission or development consent in respect of the Property; or

10.9.2 carry out, or permit, or suffer to be carried out on any Property any development as defined in the Town and Country Planning Act 1990 and the Planning Act 2008, or change or permit or suffer to be changed the use of any Property.

10.10 **Environment**

The Issuer shall:

10.10.1 comply with all the requirements of Environmental Law both in the conduct of its general business and in the management, possession or occupation of each Property; and

10.10.2 obtain and comply with all authorisations, permits and other types of licences necessary under Environmental Law.

10.11 **No restrictive obligations**

The Issuer shall not, without the prior written consent of the Security Trustee, enter into any onerous or restrictive obligations affecting the whole or any part of any Property, or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of any Property.

10.12 **Proprietary rights**

The Issuer shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of any Property without the prior written consent of the Security Trustee.

10.13 **Inspection**

The Issuer shall permit the Security Trustee, any Receiver and any person appointed by either of them to enter on and inspect any Property on reasonable prior notice.

10.14 **Property information**

The Issuer shall inform the Security Trustee promptly of any acquisition by the Issuer of, or contract made by the Issuer to acquire, any freehold, leasehold or other interest in any property.

10.15 **VAT option to tax**

The Issuer shall not, without the prior written consent of the Security Trustee:

10.15.1 exercise any VAT option to tax in relation to any Property; or

10.15.2 revoke any VAT option to tax exercised, and disclosed to the Security Trustee, before the date of this deed.

10.16 **Registration at the Land Registry**

The Issuer consents to an application being made by the Security Trustee to the Land Registrar for the following restriction in Form P to be registered against its title to each 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 [DATE] in favour of ▼ referred to in the charges register.”

11. **Investments covenants**

11.1 **Nominations**

11.1.1 The Issuer shall terminate with immediate effect all nominations it may have made (including, without limitation, any nomination made under section 145 or section 146 of the Companies Act 2006) in respect of any Investments and, pending that termination, procure that any person so nominated:

(a) does not exercise any rights in respect of any Investments without the prior written approval of the Security Trustee; and

(b) immediately on receipt by it, forward to the Security Trustee all communications or other information received by it in respect of any Investments for which it has been so nominated.

11.1.2 The Issuer shall not, during the Security Period, exercise any rights (including, without limitation, any rights under sections 145 and 146 of the Companies Act 2006) to nominate any person in respect of any of the Investments.

11.2 **Pre-emption rights and restrictions on transfer**

The Issuer shall:

11.2.1 obtain all consents, waivers, approvals and permissions that are necessary, under the articles of association (or otherwise) of an issuer of any Investments, for the

transfer of the Investments to the Security Trustee or its nominee, or to a purchaser on enforcement of the security constituted by this deed; and

- 11.2.2 procure the amendment of the share transfer provisions (including, but not limited to, deletion of any pre-emption provisions) under the articles of association, other constitutional document or otherwise of each issuer of the Investments in any manner that the Security Trustee may require in order to permit the transfer of the Investments to the Security Trustee or its nominee, or to a purchaser on enforcement of the security constituted by this deed.

11.3 Dividends and voting rights before enforcement

- 11.3.1 Before the security constituted by this deed becomes enforceable, the Issuer may retain and apply for its own use all dividends, interest and other monies paid or payable in respect of the Investments and, if any are paid or payable to the Security Trustee or any of its nominees, the Security Trustee will hold all those dividends, interest and other monies received by it for the Issuer and will pay them to the Issuer promptly on request.

- 11.3.2 Before the security constituted by this deed becomes enforceable, the Issuer may exercise all voting and other rights and powers in respect of the Investments or, if any of the same are exercisable by the Security Trustee or any of its nominees, to direct in writing the exercise of those voting and other rights and powers provided that:

- (a) it shall not do so in any way that would breach any provision of the Subscription Agreement or this deed or for any purpose inconsistent with the Subscription Agreement or this deed; and
- (b) the exercise of, or the failure to exercise, those voting rights or other rights and powers would not, in the Security Trustee's opinion, have an adverse effect on the value of the Investments or otherwise prejudice the Security Trustee's security under this deed.

- 11.3.3 The Security Trustee shall not, by exercising or not exercising any voting rights or otherwise, be construed as permitting or agreeing to any variation or other change in the rights attaching to or conferred by any of the Investments that the Security Trustee considers prejudicial to, or impairing the value of, the security created by this deed.

11.4 Dividends and voting rights after enforcement

After the security constituted by this deed has become enforceable:

- 11.4.1 all dividends and other distributions paid in respect of the Investments and received by the Issuer shall be held by the Issuer on trust for the Security Trustee and immediately paid into an Account or, if received by the Security Trustee, shall be retained by the Security Trustee; and

- 11.4.2 all voting and other rights and powers attaching to the Investments shall be exercised by, or at the direction of, the Security Trustee and the Issuer shall, and shall procure that its nominees shall, comply with any directions the Security Trustee may give, in its absolute discretion, concerning the exercise of those rights and powers.

11.5 Calls on Investments

Notwithstanding the security created by this deed, the Issuer shall promptly pay all calls, instalments and other payments that may be or become due and payable in respect of all or any of the Investments. The Issuer acknowledges that the Security Trustee shall not be under any liability in respect of any such calls, instalments or other payments.

11.6 No alteration of constitutional documents or rights attaching to Investments

The Issuer shall not, without the prior written consent of the Security Trustee, amend, or agree to the amendment of:

11.6.1 the memorandum or articles of association, or any other constitutional documents, of any issuer of the Investments that is not a public company; or

11.6.2 the rights or liabilities attaching to, or conferred by, all or any of the Investments.

11.7 Preservation of Investments

The Issuer shall ensure (as far as it is able to by the exercise of all voting rights, powers of control and other means available to it) that any issuer of the Investments that is not a public company shall not:

11.7.1 consolidate or subdivide any of the Investments, or re-organise, exchange, repay or reduce its share capital in any way;

11.7.2 issue any new shares or stock; or

11.7.3 refuse to register any transfer of any of the Investments that may be lodged with it for registration by, or on behalf of, the Security Trustee or the Issuer in accordance with this deed.

11.8 Investments information

The Issuer shall, promptly following receipt, send to the Security Trustee copies of any notice, circular, report, accounts and any other document received by it that relates to the Investments.

11.9 Compliance with requests for information

The Issuer shall promptly copy to the Security Trustee and comply with all requests for information which are made under the Companies Act 2006 (including, without limitation, under sections 790D, 790E and 793 of the Companies Act 2006) relating to all or any part of the Secured Assets. If it fails to do so, the Security Trustee may elect to provide such information as it may have on behalf of the Issuer.

12. Equipment covenants

12.1 Maintenance of Equipment

The Issuer shall:

12.1.1 maintain the Equipment in good and serviceable condition (except for expected fair wear and tear) in compliance with all relevant manuals, handbooks, manufacturer's instructions and recommendations and maintenance or servicing schedules;

12.1.2 at its own expense, renew and replace any parts of the Equipment when they become obsolete, worn out or damaged with parts of a similar quality and of equal or greater value; and

12.1.3 not permit any Equipment to be:

- (a) used or handled other than by properly qualified and trained persons; or
- (b) overloaded or used for any purpose for which it is not designed or reasonably suitable.

12.2 **Payment of Equipment taxes**

The Issuer shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Equipment and, on demand, produce evidence of such payment to the Security Trustee.

13. **Book Debts covenants**

13.1 **Realising Book Debts**

On and after the occurrence of an Event of Default,

13.1.1 The Issuer shall as an agent for the Security Trustee and on its request, collect in and realise all Book Debts, pay the proceeds into an Account immediately on receipt and, pending that payment, hold those proceeds in trust for the Security Trustee;

13.1.2 The Issuer shall, if called on to do so by the Security Trustee, execute a legal assignment of the Book Debts to the Security Trustee on such terms as the Security Trustee may require and give notice of that assignment to the debtors from whom the Book Debts are due, owing or incurred.

13.2 **Preservation of Book Debts**

The Issuer shall not (except as provided by clause 13.1 or with the prior written consent of the Security Trustee) release, exchange, compound, set off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts except as is usual in the ordinary course of its business.

13.3 **Exercise of rights on Event of Default**

13.3.1 On and after the occurrence of an Event of Default which remains continuing, the Issuer shall:

- (a) not be entitled to withdraw or otherwise transfer the proceeds of collection or realisation of any receivables standing to the credit of any Account without the prior written consent of the Security Trustee; and
- (b) give written notice of this Security to the debtors in respect of any Receivable in such form as the Security Trustee may require.

14. Accounts

14.1 Notices

14.1.1 The Issuer shall promptly deliver to the Security Trustee details of any Account maintained by it.

14.1.2 The Issuer shall not, without the Security Trustee's prior written consent, permit or agree to any variation of the rights attaching to any Account or close any Account.

14.2 Exercise of rights on Event of Default

14.2.1 On and after the occurrence of an Event of Default:

14.2.2 the Issuer shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior written consent of the Security Trustee; and

14.2.3 the Security Trustee shall be entitled without notice to withdraw, apply, transfer or set off any or all of the credit balances from time to time on any Account in or towards payment or other satisfaction of all or part of the Secured Obligations in accordance with Clause 23 (*Application of proceeds*).

15. Intellectual Property covenants

15.1 Preservation of rights

The Issuer shall take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property including (without limitation) by observing all covenants and stipulations relating to those rights, and by paying all applicable renewal fees, licence fees and other outgoings.

15.2 Registration of Intellectual Property

The Issuer shall use all reasonable efforts to register applications for the registration of any Intellectual Property, and shall keep the Security Trustee informed of all matters relating to each such registration.

15.3 Maintenance of Intellectual Property

The Issuer shall not permit any Intellectual Property to be abandoned, cancelled or to lapse.

16. Contracts

16.1 Performance

16.1.1 The Issuer shall duly and promptly perform its obligations and enforce and diligently pursue its rights under each Material Contract.

16.1.2 Prior to the occurrence of an Event of Default, the Issuer shall remain entitled to exercise its rights and remedies under or in respect of the Material Contracts.

16.1.3 The Issuer shall take all reasonable and practicable steps to preserve and enforce its rights and remedies under or in respect of Material Contracts.

16.1.4 The Issuer shall give notice to the Security Trustee forthwith in writing of any breach of any Material Contract or right of rescission or termination arising under any Material

Contract together (where such breach is by the Issuer) with its proposals for causing any breach to be remedied and, subject to the Security Trustee's approval of such proposals, forthwith implement them at the Issuer's expense to the satisfaction of the Security Trustee.

16.2 **No amendments**

The Issuer shall not without the prior written consent of the Security Trustee:

- 16.2.1 amend or waive (or agree to amend or waive) any provision of, or rescind or terminate, any Material Contract;
- 16.2.2 exercise any discretion to give consent to any action to be taken by any other party to any Material Contract; or
- 16.2.3 do anything which might jeopardise the enforceability of any Material Contract.

16.3 **Copies**

The Issuer shall supply to the Security Trustee on request copies of each Material Contract and any other information and documentation relating to any Material Contract.

16.4 **No restrictions on Assignment**

The Issuer will use its reasonable endeavours to ensure that no Material Contract which it enters into after the date of this deed shall contain restrictions which would cause it to be excluded from the charges or assignments contained in Clauses 3 (*Fixed Security*) or 4 (*Floating Charge*).

16.5 **Exercise of rights on Event of Default**

On and after the occurrence of an Event of Default, the Security Trustee may exercise (without any further consent or authority on the part of the Issuer and irrespective of any direction given by the Issuer) the Issuer's rights and remedies (including direction of any payments to the Security Trustee) under or in respect of any Material Contract.

17. **Powers of the Security Trustee**

17.1 **Power to remedy**

- 17.1.1 The Security Trustee shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Issuer of any of its obligations contained in this deed.
- 17.1.2 The Issuer irrevocably authorises the Security Trustee and its agents to do all things that are necessary or desirable for that purpose.
- 17.1.3 Any monies expended by the Security Trustee in remedying a breach by the Issuer of its obligations contained in this deed shall be reimbursed by the Issuer to the Security Trustee on a full indemnity basis and shall carry interest in accordance with clause 24.1.

17.2 **Exercise of rights**

- 17.2.1 The rights of the Security Trustee under clause 17.1 are without prejudice to any other rights of the Security Trustee under this deed.

17.2.2 The exercise of any rights of the Security Trustee under this deed shall not make the Security Trustee liable to account as a mortgagee in possession.

17.3 **Power to dispose of chattels**

17.3.1 At any time after the security constituted by this deed has become enforceable, the Security Trustee or any Receiver may, as agent for the Issuer, dispose of any chattels or produce found on any Property.

17.3.2 Without prejudice to any obligation to account for the proceeds of any disposal made under clause 17.3.1, the Issuer shall indemnify the Security Trustee and any Receiver against any liability arising from any disposal made under clause 17.3.1.

17.4 **Security Trustee has Receiver's powers**

To the extent permitted by law, any right, power or discretion conferred by this deed on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Security Trustee in relation to any of the Secured Assets whether or not it has taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

17.5 **New accounts**

17.5.1 If the Security Trustee receives, or is deemed to have received, notice of any subsequent Security, or other interest, affecting all or part of the Secured Assets, the Security Trustee may open a new account for the Issuer in the Security Trustee's books. Without prejudice to the Security Trustee's right to combine accounts, no money paid to the credit of the Issuer in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.

17.5.2 If the Security Trustee does not open a new account immediately on receipt of the notice, or deemed notice, under clause 17.5.1, then, unless the Security Trustee gives express written notice to the contrary to the Issuer, all payments made by the Issuer to the Security Trustee shall be treated as having been credited to a new account of the Issuer and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Security Trustee.

17.6 **Indulgence**

The Security Trustee may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this deed (whether or not any such person is jointly liable with the Issuer) in respect of any of the Secured Liabilities, or of any other security for them without prejudice either to this deed or to the liability of the Issuer for the Secured Liabilities.

17.7 **Appointment of an Administrator**

17.7.1 The Security Trustee may, without notice to the Issuer, appoint any one or more persons to be an Administrator of the Issuer pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this deed becomes enforceable.

17.7.2 Any appointment under this clause 17.7 shall:

- (a) be in writing signed by a duly authorised signatory of the Security Trustee;
and
- (b) take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.

17.7.3 The Security Trustee may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this clause 17.7 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

17.8 Further advances

The Security Trustee covenants with the Issuer that it shall perform its obligations to make advances under the Subscription Agreement (including any obligation to make available further advances).

18. When security becomes enforceable

18.1 Security becomes enforceable on Event of Default

The security constituted by this deed shall become immediately enforceable if an Event of Default occurs and remains continuing following any remedy or cure period has elapsed.

18.2 Discretion

After the security constituted by this deed has become enforceable, the Security Trustee may, in its absolute discretion, 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 Secured Assets.

19. Enforcement of security

19.1 Enforcement powers

19.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this deed.

19.1.2 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable under clause 18.1.

19.1.3 Section 103 of the LPA 1925 does not apply to the security constituted by this deed.

19.2 Extension of statutory powers of leasing

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Security Trustee and any Receiver, at any time after the security constituted by this deed has become enforceable, whether in its own name or in that of the Issuer, to:

19.2.1 grant a lease or agreement to lease;

19.2.2 accept surrenders of leases; or

19.2.3 grant any option of the whole or any part of the Secured Assets with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Issuer, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Security Trustee or Receiver thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

19.3 Access on enforcement

19.3.1 At any time after the Security Trustee has demanded payment of the Secured Liabilities or if the Issuer defaults in the performance of its obligations under this deed or the Subscription Agreement, the Issuer will allow the Security Trustee or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Secured Asset and for that purpose to enter on any premises where a Secured Asset is situated (or where the Security Trustee or a Receiver reasonably believes a Secured Asset to be situated) without incurring any liability to the Issuer for, or by any reason of, that entry.

19.3.2 At all times, the Issuer must use its best endeavours to allow the Security Trustee or its Receiver access to any premises for the purpose of clause 19.3.1 (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.

19.4 Prior Security

19.4.1 At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security having priority to this deed shall have become exercisable, the Security Trustee may:

- (a) redeem that or any other prior Security;
- (b) procure the transfer of that Security to it; and
- (c) settle and pass any account of the holder of any prior Security.

19.4.2 The settlement and passing of any such account passed shall, in the absence of any manifest error, be conclusive and binding on the Issuer. All monies paid by the Security Trustee to an encumbrancer in settlement of any of those accounts shall, as from its payment by the Security Trustee, be due from the Issuer to the Security Trustee on current account and shall bear interest at the default rate of interest specified in the Subscription Agreement and be secured as part of the Secured Liabilities.

19.5 Protection of third parties

No purchaser, mortgagee or other person dealing with the Security Trustee, any Receiver or Delegate shall be concerned to enquire:

19.5.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;

19.5.2 whether any power the Security Trustee, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or

19.5.3 how any money paid to the Security Trustee, any Receiver or any Delegate is to be applied.

19.6 Privileges

Each Receiver and the Security Trustee is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

19.7 No liability as mortgagee in possession

Neither the Security Trustee, any Receiver, any Delegate nor any Administrator shall be liable, by reason of entering into possession of a Security Asset or for any other reason, to account as mortgagee in possession in respect of all or any of the Secured Assets, nor shall any of them be liable for any loss on realisation of, or for any act, neglect or default of any nature in connection with, all or any of the Secured Assets for which a mortgagee in possession might be liable as such.

19.8 Conclusive discharge to purchasers

The receipt of the Security Trustee, or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any acquisition in the exercise of their respective powers, the Security Trustee, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

19.9 Right of appropriation

19.9.1 To the extent that:

- (a) the Secured Assets constitute Financial Collateral; and
- (b) this deed and the obligations of the Issuer under it constitute a Security Financial Collateral Arrangement,

the Security Trustee shall have the right, at any time after the security constituted by this deed has become enforceable, to appropriate all or any of those Secured Assets in or towards the payment or discharge of the Secured Liabilities in any order that the Security Trustee may, in its absolute discretion, determine.

19.9.2 The value of any Secured Assets appropriated in accordance with this clause shall be:

- (a) in the case of cash, the amount standing to the credit of each of the Issuer's accounts with any bank, financial institution or other person, together with all interest accrued but unposted, at the time the right of appropriation is exercised; and
- (b) in the case of Investments, the price of those Investments at the time the right of appropriation is exercised as listed on any recognised market index or determined by any other method that the Security Trustee may select (including independent valuation).

19.9.3 The Issuer agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

20. Receiver

20.1 Appointment

At any time after the security constituted by this deed has become enforceable, or at the request of the Issuer, the Security Trustee may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Secured Assets.

20.2 Removal

The Security Trustee may, without further notice (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receiver), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

20.3 Remuneration

The Security Trustee may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925, and the remuneration of the Receiver shall be a debt secured by this deed, to the extent not otherwise discharged.

20.4 Power of appointment additional to statutory powers

The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Security Trustee under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

20.5 Power of appointment exercisable despite prior appointments

The power to appoint a Receiver (whether conferred by this deed or by statute) shall be, and remain, exercisable by the Security Trustee despite any prior appointment in respect of all or any part of the Secured Assets.

20.6 Agent of the Issuer

Any Receiver appointed by the Security Trustee under this deed shall be the agent of the Issuer and the Issuer shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Issuer goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Security Trustee.

21. Powers of Receiver

21.1 General

21.1.1 Any Receiver appointed by the Security Trustee under this deed shall, in addition to the powers conferred on it by statute, have the powers set out in clause 21.2 to clause 21.23.

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

21.1.3 Any exercise by a Receiver of any of the powers given by clause 21 may be on behalf of the Issuer, the directors of the Issuer (in the case of the power contained in clause 21.16) or itself.

21.2 Repair and develop Properties

A Receiver may undertake or complete any works of repair, building or development on the Properties and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

21.3 Surrender leases

A Receiver may grant, or accept surrenders of, any leases or tenancies affecting any Property and may grant any other interest or right over any Property on any terms, and subject to any conditions, that it thinks fit.

21.4 Employ personnel and advisers

A Receiver may provide services and employ or engage any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that it thinks fit. A Receiver may discharge any such person or any such person appointed by the Issuer.

21.5 Make VAT elections

A Receiver may make, exercise or revoke any value added tax option to tax as it thinks fit.

21.6 Remuneration

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by it) that the Security Trustee may prescribe or agree with it.

21.7 Realise Secured Assets

A Receiver may collect and get in the Secured Assets or any part of them in respect of which it is appointed, and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Secured Assets with like rights.

21.8 Manage or reconstruct the Issuer's business

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Issuer.

21.9 Dispose of Secured Assets

A Receiver may sell, exchange, convert into money and realise all or any of the Secured Assets in respect of which it is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as it thinks fit. Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Secured Assets to be sold.

21.10 Sever fixtures and fittings

A Receiver may sever and sell separately any fixtures or fittings from any Property without the consent of the Issuer.

21.11 Sell Book Debts

A Receiver may sell and assign all or any of the Book Debts in respect of which it is appointed in any manner, and generally on any terms and conditions, that it thinks fit.

21.12 Valid receipts

A Receiver may give valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Secured Assets.

21.13 Make settlements

A Receiver may make any arrangement, settlement or compromise between the Issuer and any other person that it may think expedient.

21.14 Bring proceedings

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Secured Assets as it thinks fit.

21.15 Improve the Equipment

A Receiver may make substitutions of, or improvements to, the Equipment as it may think expedient.

21.16 Make calls on Issuer members

A Receiver may make calls conditionally or unconditionally on the members of the Issuer in respect of uncalled capital with (for that purpose and for the purpose of enforcing payments of any calls so made) the same powers as are conferred by the articles of association of the Issuer on its directors in respect of calls authorised to be made by them.

21.17 Insure

A Receiver may, if it thinks fit, but without prejudice to the indemnity in clause 24, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Issuer under this deed.

21.18 Powers under the LPA 1925

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if it had been duly appointed under the LPA 1925, and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.

21.19 Borrow

A Receiver may, for any of the purposes authorised by this clause 21, raise money by borrowing from the Security Trustee (or from any other person) either unsecured or on the security of all or any of the Secured Assets in respect of which it is appointed on any terms that it thinks fit (including, if the Security Trustee consents, terms under which that security ranks in priority to this deed).

21.20 **Redeem prior Security**

A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Issuer, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

21.21 **Delegation**

A Receiver may delegate his powers in accordance with this deed.

21.22 **Absolute beneficial owner**

A Receiver may, in relation to any of the Secured Assets, exercise all powers, authorisations and rights it would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Secured Assets or any part of the Secured Assets.

21.23 **Incidental powers**

A Receiver may do any other acts and things that it:

21.23.1 may consider desirable or necessary for realising any of the Secured Assets;

21.23.2 may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law; or

21.23.3 lawfully may or can do as agent for the Issuer.

22. **Delegation**

22.1 **Delegation**

The Security Trustee or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this deed (including the power of attorney granted under clause 26.1).

22.2 **Terms**

The Security Trustee and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

22.3 **Liability**

Neither the Security Trustee nor any Receiver shall be in any way liable or responsible to the Issuer for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

23. **Application of proceeds**

23.1 **Order of application of proceeds**

All monies received by the Security Trustee, a Receiver or a Delegate pursuant to this deed, after the security constituted by this deed has become enforceable, shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority:

- 23.1.1 in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Security Trustee (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this deed, and of all remuneration due to any Receiver under or in connection with this deed;
- 23.1.2 in or towards payment of or provision for the Secured Liabilities in any order and manner that the Security Trustee determines; and
- 23.1.3 in payment of the surplus (if any) to the Issuer or other person entitled to it.

23.2 **Appropriation**

Neither the Security Trustee, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

23.3 **Suspense account**

All monies received by the Security Trustee, a Receiver or a Delegate under this deed:

- 23.3.1 may, at the discretion of the Security Trustee, Receiver or Delegate, be credited to any suspense or securities realised account;
- 23.3.2 shall bear interest, if any, at the rate agreed in writing between the Security Trustee and the Issuer; and
- 23.3.3 may be held in that account for so long as the Security Trustee, Receiver or Delegate thinks fit.

24. **Costs and indemnity**

24.1 **Costs**

The Issuer shall, promptly demand, pay to, or reimburse, the Security Trustee and any Receiver, on a full indemnity basis, all reasonable costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Security Trustee, any Receiver or any Delegate in connection with:

- 24.1.1 this deed or the Secured Assets;
- 24.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Security Trustee's, a Receiver's or a Delegate's rights under this deed; or
- 24.1.3 taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding up or administration of the Issuer) at the rate and in the manner specified in the Subscription Agreement.

25. Further assurance

25.1 Further assurance

25.1.1 The Issuer shall, at its own expense, take whatever action the Security Trustee or any Receiver may reasonably require for:

25.1.2 creating, perfecting or protecting the security intended to be created by this deed;

25.1.3 facilitating the realisation of any Secured Asset; or

25.1.4 facilitating the exercise of any right, power, authority or discretion exercisable by the Security Trustee or any Receiver in respect of any Secured Asset,

including, without limitation (if the Security Trustee or Receiver thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Secured Assets (whether to the Security Trustee or to its nominee) and the giving of any notice, order or direction and the making of any registration.

26. Power of attorney

26.1 Appointment of attorneys

By way of security, the Issuer irrevocably appoints the Security Trustee, every Receiver and every Delegate separately to be the attorney of the Issuer and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

26.1.1 the Issuer is required to execute and do under this deed; or

26.1.2 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Security Trustee, any Receiver or any Delegate.

26.2 Ratification of acts of attorneys

The Issuer ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 26.1.

27. Release

27.1 Release

27.1.1 Subject to clause 34.3, on the expiry of the Security Period (but not otherwise), the Security Trustee shall, at the request and cost of the Issuer, take whatever action is necessary to:

27.1.2 release the Secured Assets from the security constituted by this deed; and

27.1.3 reassign the Secured Assets to the Issuer.

28. Assignment and transfer

28.1 Assignment by Security Trustee

28.1.1 At any time, without the consent of the Issuer, the Security Trustee may assign or transfer any or all of its rights and obligations under this deed.

28.1.2 The Security Trustee may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Issuer, the Secured Assets and this deed that the Security Trustee considers appropriate.

28.2 Assignment by Issuer

The Issuer may not assign any of its rights, or transfer any of its rights or obligations, under this deed.

29. Set-off

29.1 Security Trustee's right of set-off

The Security Trustee may at any time set off any liability of the Issuer to the Security Trustee against any liability of the Security Trustee to the Issuer, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this deed. If the liabilities to be set off are expressed in different currencies, the Security Trustee may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Security Trustee of its rights under this clause 29 shall not limit or affect any other rights or remedies available to it under this deed or otherwise.

29.2 No obligation to set off

The Security Trustee is not obliged to exercise its rights under clause 29.1. If, however, it does exercise those rights it must promptly notify the Issuer of the set-off that has been made.

29.3 Exclusion of Issuer's right of set-off

All payments made by the Issuer to the Security Trustee under this deed shall be made in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

30. Amendments, waivers and consents

30.1 Amendments

No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

30.2 Waivers and consents

30.2.1 A waiver of any right or remedy under this deed or by law, or any consent given under this deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

30.2.2 A failure to exercise, or a delay in exercising, any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy,

prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this deed. No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this deed by the Security Trustee shall be effective unless it is in writing.

30.3 Rights and remedies

The rights and remedies provided under this deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

31. Severance

31.1 Severance

If any provision (or part of a provision) of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this deed.

32. Counterparts

32.1 Counterparts

32.1.1 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

32.1.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

33. Third party rights

33.1 Third party rights

33.1.1 Except as expressly provided elsewhere in this deed, a person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

33.1.2 The rights of the parties to rescind or agree any amendment or waiver under this deed are not subject to the consent of any other person.

34. Further provisions

34.1 Independent security

The security constituted by this deed shall be in addition to, and independent of, any other security or guarantee that the Security Trustee may hold for any of the Secured Liabilities at any time. No prior security held by the Security Trustee over the whole or any part of the Secured Assets shall merge in the security created by this deed.

34.2 **Continuing security**

The security constituted by this deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Security Trustee discharges this deed in writing.

34.3 **Discharge conditional**

Any release, discharge or settlement between the Issuer and the Security Trustee shall be deemed conditional on no payment or security received by the Security Trustee in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

34.3.1 the Security Trustee or its nominee may retain this deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that the Security Trustee deems necessary to provide the Security Trustee with security against any such avoidance, reduction or order for refund; and

34.3.2 the Security Trustee may recover the value or amount of such security or payment from the Issuer subsequently as if the release, discharge or settlement had not occurred.

34.4 **Certificates**

A certificate or determination by the Security Trustee as to any amount for the time being due to it from the Issuer under this deed and the Subscription Agreement shall be, in the absence of any manifest error, conclusive evidence of the amount due.

34.5 **Consolidation**

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this deed.

34.6 **Small company moratorium**

Notwithstanding anything to the contrary in this deed, neither the obtaining of a moratorium by the Issuer under schedule A1 to the Insolvency Act 1986 nor the doing of anything by the Issuer with a view to obtaining such a moratorium (including any preliminary decision or investigation) shall be, or be construed as:

34.6.1 an event under this deed which causes any floating charge created by this deed to crystallise;

34.6.2 an event under this deed which causes any restriction which would not otherwise apply to be imposed on the disposal of any property by the Issuer; or

34.6.3 a ground under this deed for the appointment of a Receiver.

35. Notices

35.1 Delivery

Each notice or other communication required to be given to a party under or in connection with this deed shall be:

35.1.1 in writing;

35.1.2 delivered by hand, by pre-paid first-class post or other next working day delivery service; and

35.1.3 sent to:

(a) the Issuer at:

PGPI Ltd, Devonshire House, 1 Mayfair Place, London, W1J A&J

(b) the Security Trustee at:

UCAT Services Limited, Unit 9 St Stephens Court, St. Stephens Road,
Bournemouth, England, BH2 6LA.

or to any other address or email as is notified in writing by one party to the other from time to time.

35.2 Receipt by Issuer

Any notice or other communication that the Security Trustee gives to the Issuer shall be deemed to have been received:

35.2.1 if delivered by hand, at the time it is left at the relevant address; and

35.2.2 if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting.

A notice or other communication given as described in clause 35.2.1 or 35.2.2 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

35.3 Receipt by Security Trustee

Any notice or other communication given to the Security Trustee shall be deemed to have been received only on actual receipt.

35.4 Service of proceedings

This clause 35 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

35.5 No notice by email

A notice or other communication given under or in connection with this deed is not valid if sent by email.

36. Governing law and jurisdiction

36.1 Governing law

This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

36.2 Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation. Nothing in this clause shall limit the right of the Security Trustee to take proceedings against the Issuer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

36.3 Other service

The Issuer irrevocably consents to any process in any legal action or proceedings under clause 36.2 being served on it in accordance with the provisions of this deed relating to service of notices. Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law.

This document has been signed as a deed and delivered on the date first above written.

EXECUTION PAGE

Executed as a **DEED** and delivered by **UCAT SERVICES LIMITED**, acting by Paul Crawford a director, in the presence of:

Paul Crawford
.....

Witness:

Signature: *AC*

Name: Alison Crawford

Address: [REDACTED]

Executed as a **DEED** and delivered by **PGPI LTD**, acting by Christopher Baldrey-Chourio,

Christopher Baldrey-Chourio

a director, in the presence of:

Witness: Michael Chalfont

Michael Chalfont

Signature:

Name: Michael Chalfont

Address: [REDACTED]

[REDACTED]