



**Registration of a Charge**

Company Name: **POCKET LIVING LIMITED**

Company Number: **04538848**



Received for filing in Electronic Format on the: **04/10/2021**

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**Details of Charge**

Date of creation: **21/09/2021**

Charge code: **0453 8848 0007**

Persons entitled: **HARBOUR LENDING LIMITED**

Brief description:

**Contains fixed charge(s).**

**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: **WE 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: **FORSTERS LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 4538848

Charge code: 0453 8848 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st September 2021 and created by POCKET LIVING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th October 2021 .

Given at Companies House, Cardiff on 5th October 2021

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



**Companies House**



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

DATED

21 September

2021

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**HARBOUR LENDING LIMITED**

**- and -**

**POCKET LIVING LIMITED**

**- and -**

**POCKET LIVING WHITING AVENUE LIMITED**

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**DEED OF CHARGE**  
**re: Charge on Shares in**  
**POCKET LIVING WHITING AVENUE LIMITED**

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**THIS DEED OF CHARGE** is made on 21 September 2021

**BETWEEN**

- (1) **POCKET LIVING LIMITED** a company registered in England and Wales (company registration number 04538848) whose registered office is at Tower House, 10 Southampton Street, London, England, WC2E 7HA ("**Chargor**"); and
- (2) **POCKET LIVING WHITING AVENUE LIMITED** a company registered in England and Wales (company registration number 10821478) whose registered office is at Tower House, 10 Southampton Street, London, England, WC2E 7HA ("**Borrower**"); and
- (3) **HARBOUR LENDING LIMITED** a limited company registered in Jersey (company registration number 129692) whose registered office is at 27 Esplanade, St Helier, Jersey as a security trustee for the Secured Parties (the "**Security Agent**").

**AGREED TERMS**

**1 Definitions and Interpretation**

**1.1 Definitions**

In this deed the following expressions have the following meanings:

**"Business Day"** shall have the meaning given to such term in the Facility Agreement.

**"Charged Property"** means the Chargor's interest in Investments and any dividends, interest and other money related to such Investments charged by this deed;

**"Encumbrance"** means a mortgage, charge, assignment by way of security, pledge, lien, any form of distress, attachment, execution or other legal process or any other type of encumbrance or security interest or any other type of arrangement (including any sale and leaseback or sale and repurchase arrangement) having or intended to have a similar effect;

**"Enforcement Event"** means any of the following events:

- (a) a failure by a Transaction Obligor to pay any Secured Liability on the date on which it is due;
- (b) a failure by a Transaction Obligor to pay on demand any Secured Liability which is payable to any Secured Party on demand after the expiry of any applicable grace period for payment under the Facility Agreement; or
- (c) any event by virtue of which any Secured Liability becomes due before the date on which it would otherwise be due for payment;

**"Facility Agreement"** means the facility letter (incorporating the Standard Conditions) dated on or around the date of this deed and made between, amongst others, the Security Agent (1) and the Borrower (2) and any agreement entered into under or supplemental to it or amending, restating or novating it;

**"Finance Documents"** has the meaning given to such term in the Facility Agreement.

**"Investments"** means:

- (a) [100] ordinary shares of [£1.00] each in the issued share capital of the Borrower and all other shares held by the Chargor from time to time in the Borrower;<sup>1</sup>
- (b) all stocks, shares and other securities offered by way of redemption, bonus, preference or option or otherwise in respect of any of the shares referred to in (a) above,

and any income, offer, right or benefit in respect of any such investment;

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

**"Receiver"** means any receiver appointed over any Charged Property whether under this deed or by order of the court on application by a Secured Party and includes a receiver and manager;

**"Secured Liabilities"** means all sums, liabilities, obligations at any time due, owing or incurred by the Transaction Obligors to any Secured Party under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity);

**"Secured Party"** has the meaning given to such term in the Facility Agreement.

**"Security Document"** means any document including this deed which grants security rights or rights by way of guarantee or indemnity in respect of the Secured Liabilities;

**"Standard Conditions"** has the meaning given to such term in the Facility Agreement.

**"Transaction Obligor"** has the meaning given to such term in the Facility Agreement.

## 1.2 Interpretation

In this deed:

- (a) unless the contrary intention is expressed, all defined terms in the Facility Agreement shall have the same meaning here;
- (b) the rules of interpretation in the Standard Conditions shall apply equally to this Deed, with all necessary changes;
- (c) the expression the **"Security Agent"** includes its successors in title and/or permitted assignees and/or transferees and any person for the time being appointed as trustee or trustees in accordance with the Facility Agreement;
- (d) the expression the **"Chargor"** includes the person deriving title under the Chargor or entitled to redeem the charges created by this deed;
- (e) a reference to any statute or statutory provision includes that statute or statutory provision as amended, extended or re-enacted and to any by-law, regulation, order, instrument or subordinate legislation made under the relevant statute or statutory provision;
- (f) any reference to any agreement or document is a reference to such agreement or document as it may have been or may from time to time be

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<sup>1</sup> Subject to seeing register of members.

amended, novated, supplemented or replaced by a document having a similar effect;

- (g) reference to the singular includes the plural and vice versa;
- (h) references to clauses and sub-clauses are to the clauses and sub-clauses of this deed;
- (i) reference to any gender includes other genders;
- (j) reference to persons includes individuals, bodies corporate, unincorporated associations, partnerships, governments, states and state agencies (whether or not having separate legal personality);
- (k) the words **"including"** and **"in particular"** are to be construed as being by way of illustration or emphasis only and are not to be construed so as to limit the generality of any words preceding them;
- (l) the words **"other"** and **"otherwise"** are not to be construed as being limited by any words preceding them;
- (m) references to liabilities, property, rights, assets or other tangible or intangible things include the whole or any part of them, present and future, actual and contingent and in any part of the world;
- (n) any covenant made by or obligation imposed on the Chargor in this deed will continue in force until the Security Agent is satisfied that all the Secured Liabilities have been irrevocably paid and discharged in full and the Security Agent is under no further obligation to make advances or provide other financial accommodation to the Borrower; and
- (o) the headings to clauses and sub-clauses are to be ignored in construing this deed.

## 2 COVENANT TO PAY

The Chargor hereby covenants with the Security Agent (as trustee for the Secured Parties) that it will on demand pay and discharge all Secured Liabilities owing or incurred when the same become due in accordance with the terms of the Facility Agreement or, as the case may be, this deed, together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees, enforcement expenses and other charges and all legal and other costs, charges and expenses, on a full and unqualified indemnity basis, which may be incurred by the Secured Parties in relation to any such Secured Liabilities or generally in respect of the Borrower.

## 3 Security

- 3.1 As continuing security for the payment of the Secured Liabilities, the Chargor with full title guarantee charges to the Security Agent by way of fixed charge:
  - (a) the Charged Property; and
  - (b) all dividends, interest and other money payable to the Chargor in respect of the Investments.

3.2 Notwithstanding any other provision of this deed, it is expressly agreed and understood that:

- (a) the sole recourse of the Security Agent to the Chargor under this deed is to the Chargor's interest in the Charged Property; and
- (b) the liability of the Chargor to the Security Agent pursuant to or otherwise in connection with this deed shall be:
  - (i) limited in aggregate to an amount equal to that recovered as a result of enforcement of this deed with respect to the Charged Property; and
  - (ii) satisfied only from the proceeds of sale or other disposal or realisation of the Charged Property pursuant to this deed.

#### **4 Covenants relating to Charged Property**

##### **4.1 Deposit of documents**

Upon the execution of this deed (or in the case of any stock, share or other security acquired by the Chargor after the date of this deed promptly after it is acquired) the Chargor will deposit with the Security Agent in respect of each Investment:

- (a) all certificates, warrants or other documents of title;
- (b) duly executed undated blank stock transfer forms; and
- (c) forms of waiver of any pre-emption rights necessary to enable such transfers to be registered.

##### **4.2 Payment of calls**

The Chargor will promptly pay all money which may from time to time be due in respect of any of the Investments.

##### **4.3 Shares: PSC notices**

The Chargor shall:

- (i) within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the Companies Act 2006 from the Borrower; and
- (ii) promptly provide the Security Agent with a copy of any such notice.

##### **4.4 No obligation**

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

#### **5 Security Agent's rights in respect of Investments**

##### **5.1 Completion of transfers**

The Security Agent may at any time complete any transfers of any Investment delivered to it under Clause 4.1(b) in favour of itself or any nominee for it as transferee and may present the same for registration.

##### **5.2 Dividends and voting rights before Enforcement Event**

Until the occurrence of an Enforcement Event:

- (a) all dividends, interest and other monies payable to the Chargor in respect of any Investment shall be paid to the Chargor free from the security created by this deed; and
- (b) the Chargor will be entitled to exercise all voting rights attached to any Investment and if the Security Agent is registered as the holder of any such Investment it will exercise all voting rights attached to such Investment as directed by the Chargor.

### 5.3 Dividends and voting rights after Enforcement Event

After the occurrence of an Enforcement Event:

- (a) if any Investment is not then registered in the name of the Security Agent or a nominee for the Security Agent, the Security Agent or such nominee will be entitled to become so registered;
- (b) all dividends, interest and other monies payable in respect of any Investment whether registered in the name of the Security Agent or any nominee for the Security Agent or in the name of the Chargor or any nominee for the Chargor will be payable to and may be applied by the Security Agent in reduction of the Secured Liabilities; and
- (c) the Security Agent will be entitled at its discretion to exercise all voting rights attached to any Investment registered in the name of the Security Agent or any nominee for the Security Agent as if it was the sole beneficial owner and, in the case of any Investment registered in the name of the Chargor or any nominee for the Chargor, the Chargor will exercise any such voting rights as directed by the Security Agent.

### 5.4 Power of attorney from nominee

The Chargor will on demand provide to the Security Agent a power of attorney in favour of the Security Agent in such terms as the Security Agent may require duly executed by or on behalf of any nominee for the Chargor in whose name any of the Investments are registered.

## **6 Representations and Warranties**

### 6.1 Representations and Warranties

The Chargor represents and warrants to each Secured Party as set out in clauses 6.3 (The Charged Property) and 6.4 (Avoidance).

### 6.2 Duration and Scope

The representations and warranties set out in clauses 6.3 (The Charged Property) and 6.4 (Avoidance) will be deemed to be repeated (in relation to the then existing circumstances) by the Chargor on each day until the Secured Liabilities have been fully discharged and repaid and the Borrower has no actual or contingent liability to the Secured Parties and no Secured Party is under a further obligation to make advances or provide other financial accommodation to the Borrower.

### 6.3 The Charged Property

- (a) the Chargor is the legal and beneficial owner of the Charged Property;
- (b) the Chargor is duly incorporated and validly existing under the laws of its jurisdiction of incorporation and has the appropriate power and authority to

own the Charged Property and to carry on its business as now conducted and no limits on its powers will be exceeded as a result of entering into this deed;

- (c) the Charged Property is free from any Encumbrance (other than created pursuant to this deed), option to purchase, pre-emption right, restriction on disposal or similar right;
- (d) the Chargor has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Property or any interest in the Charged Property;
- (e) the Chargor 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;
- (f) 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; and
- (g) the Investments represent 100% of the entire issued share capital of the Borrower and all Investments are fully paid.

#### 6.4 Avoidance

- (a) The Chargor has the appropriate power to enter into and perform its obligations under this deed and has taken all necessary action to authorise the execution, delivery and performance of this deed;
- (b) No charge expressed to be created under this deed is liable to be avoided or otherwise set aside on the insolvency of the Chargor or otherwise;
- (c) The obligations expressed as being assumed by the Chargor under this deed are valid, legal, binding and enforceable obligations and performance of such obligations shall not contravene:
  - (i) any law or other obligation binding upon the Chargor or its constitutional documents; or
  - (ii) any agreement or instrument binding upon the Chargor or any assets owned by it; and
- (d) This deed is and will continue to be effective security over all and every part of the Charged Property in accordance with its terms.

### 7 Negative Covenants

The Chargor will not except with the prior written consent of the Security Agent:

- (a) sell or assign or dispose or purport to dispose of any interest in or grant any right over any Charged Property;
- (b) create, agree to create or allow to remain outstanding any Encumbrance over any Charged Property; or

- (c) vote in favour of any shareholder resolution amending or varying the rights attaching to the Investments or the articles of association of the Borrower in force as at the date of this deed.

## **8 Positive covenants**

The Chargor shall comply in all respects with all laws to which it may be subject, if failure so to comply would materially impair its ability to perform its obligations under this deed.

## **9 Enforcement of Security**

### **9.1 Powers arising**

Section 103 of the LPA will not apply to this deed and the power of sale and all other powers conferred by section 101 of the LPA as varied or extended by this deed will arise upon execution of this deed by the Chargor.

### **9.2 Powers exercisable**

This deed will become enforceable and the power of sale and all other powers conferred by section 101 of the LPA as varied or extended by this deed will be exercisable immediately upon or at any time after an Enforcement Event has occurred and the Security Agent may, without notice to the Chargor or prior authorisation from any court, in its absolute discretion:

- (i) enforce all or any part of the security constituted by this deed (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 Charged Property (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 deed) on mortgagees and by this deed on any Receiver or otherwise conferred by law on mortgagees or Receivers.

The power of sale or other disposal conferred on the Security Agent and on any Receiver by this deed 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 deed.

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 the 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.

This clause 9.2 shall not apply by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.

In addition to all other protection afforded by statute, every purchaser (as defined by section 205 of the Law of Property Act 1925) or other party dealing with the Security Agent or any Receiver shall be entitled to assume without enquiry that an Enforcement Event has occurred and that the Secured Liabilities are outstanding and have become due.

### 9.3 Appointment of Receiver

- (b) At the request of the Chargor or at any time after the occurrence of an Enforcement Event, the Security Agent may appoint by writing a receiver and/or manager of any Charged Property upon such terms as to remuneration and otherwise as the Security Agent thinks fit.
- (c) Any Receiver will be the agent of the Chargor for all purposes and the Chargor will be responsible for such Receiver's acts and defaults and for his remuneration, costs, fees, taxes and expenses to the exclusion of liability on the part of the Security Agent.
- (d) Where two or more persons are appointed as Receivers under or pursuant to this deed any act authorised to be done by the Receivers may be done by all of them acting jointly or by any one or more of them acting severally.

### 9.4 Removal of Receiver

The Security Agent may at any time by writing remove any Receiver whether or not the Security Agent appoints any other person as Receiver in his place.

## **10 Powers of Receiver and Security Agent**

### 10.1 Statutory powers

A Receiver will be entitled to exercise all the powers conferred on a receiver by the LPA and, whether or not such a Receiver is an administrative receiver, may exercise all the powers conferred upon an administrative receiver by schedule 1 to the Insolvency Act 1986 provided that references in that schedule to the "property of the Company" will be deemed to be references to the Charged Property for the purposes of this deed.

### 10.2 Additional powers

By way of addition to and without limiting the powers referred to in clause 10.1 (Statutory powers), a Receiver will have power to do every act and thing and exercise every power:

- (a) which the Chargor would have been entitled to do or exercise if no Receiver had been appointed; and
- (b) which such Receiver in his absolute discretion considers necessary or desirable for maintaining or enhancing the value of any Charged Property or for or in connection with the enforcement of the security created by this deed or the realisation of any Charged Property,

and may use the name of the Chargor in connection with any exercise of such powers.

### 10.3 Exercise of powers by Security Agent

After the occurrence of an Enforcement Event all the powers of a Receiver under clauses 9.1 (Powers arising) and 9.2 (Powers exercisable) may be exercised by the Security Agent whether or not the Security Agent goes into possession as mortgagee.

### 10.4 Prior encumbrances

At any time after the security given by this deed has become enforceable, the Security Agent may redeem any prior Encumbrance against any Charged Property or procure a transfer of such Encumbrance to itself and may agree the accounts of the

person entitled to that Encumbrance and any accounts so agreed will be binding on the Chargor.

## **11 Delegation of Powers by Security Agent or Receiver**

### **11.1 Delegation**

The Security Agent or any Receiver may from time to time delegate by power of attorney or in any other manner to any person the powers, authorities and discretions which are for the time being exercisable by the Security Agent or a Receiver under this deed in relation to any Charged Property and any such delegation may be made upon such terms as the Security Agent or such Receiver may think fit. Neither the Security Agent nor any Receiver will be in any way liable or responsible to the Chargor for any loss or damage arising from any act or omission on the part of any such delegate.

### **11.2 Possession**

If the Security Agent, any Receiver or any Delegate of the Security Agent or any Receiver enters into possession of any Charged Property any of them may from time to time go out of possession.

## **12 Appropriation**

### **12.1 Right of appropriation**

To the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "**Financial Collateral Regulations**") apply to the Charged Property, the Security Agent shall have the right, at any time after an Enforcement Event, to appropriate all or any of the Charged Property in or towards the payment and discharge of the Secured Liabilities in any order that the Security Agent, in its absolute discretion, may from time to time determine.

12.2 The value of any Charged Property appropriated in accordance with this clause 12 shall be determined by any method that the Security Agent may select, including independent valuation.

12.3 The Chargor agrees that the method of valuation provided for in this clause 12 is commercially reasonable for the purposes of the Financial Collateral Regulations.

## **13 Exclusion of Liability**

### **13.1 Liability to account**

The Security Agent will not in any circumstances by reason of it being registered as the holder of any Investment or for any other reason whatever, and whether as mortgagee in possession or on any other basis whatever, be liable to account to the Chargor for anything except the Security Agent's own actual receipts or be liable to the Chargor for any loss or damage arising from any realisation of any Charged Property or from any act, default or omission of the Security Agent in relation to any Charged Property or from any exercise or non-exercise by the Security Agent of any power, authority or discretion conferred upon it in relation to any Charged Property by or pursuant to this deed or by the LPA unless such loss or damage is caused by the Security Agent's own fraud.

### **13.2 Losses on enforcement**

Upon the sale of any Charged Property on enforcement of the charges created by this deed, the Chargor will not have any right or claim against the Security Agent in respect of any loss arising out of such sale however such loss may have been caused

and whether or not a better price could or might have been obtained on the sale of such Charged Property by either deferring or advancing the date of such sale or for any other reason.

### 13.3 Application to Security Agent and Receiver

The provisions of clauses 13.1 (Liability to account) and 13.2 (Losses on enforcement) will apply in relation to the liability of any Receiver and any Delegate of the Security Agent or any Receiver in all respects as though every reference in clauses 13.1 (Liability to account) and 13.2 (Losses on enforcement) to the Security Agent were reference to such Receiver or (as the case may be) to such Delegate.

### 13.4 Discretions

Any liberty or power which may be exercised or any determination which may be made under this deed by the Security Agent or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

## 14 Reimbursement and Indemnity

### 14.1 Reimbursement

Any sums paid or expended by the Security Agent or any Receiver either:

- (a) as a result of the Security Agent or any Receiver taking action which the Security Agent or any Receiver considers necessary or desirable in connection with any Charged Property or to procure compliance with any covenant or obligation on the part of the Chargor contained in any Security Document; or
- (b) which is in respect of any action or thing expressed in this deed to be done at the cost of the Chargor,

and all costs, fees, taxes and expenses incurred by the Security Agent or any Receiver under or in connection with this deed or its enforcement and/or the preservation of the Security Agent's rights under this deed will be reimbursed by the Chargor to the Security Agent on demand. The Security Agent will also be entitled to charge the Chargor a reasonable fee to recover the cost of management time spent in connection with the preservation of its rights under this deed which will be payable by the Chargor on demand.

### 14.2 Secured Liabilities

All monies payable by the Chargor under this clause will form part of the Secured Liabilities and if unpaid will bear interest (both before and after judgment) at a rate equal to any default rate specified in any loan or facility or other agreement between the Borrower and the Secured Parties and will form part of the Secured Liabilities. If there is more than one such agreement, then the default rate shall be the highest rate payable.

## 15 Application of Sums Realised

Subject to claims having priority to the charges created by this deed, all monies received by the Security Agent or a Receiver will be applied in the following order:

- (a) in payment of all costs, fees, taxes and expenses incurred by the Receiver in or pursuant to the exercise of the powers set out in this deed and of all other outgoings properly payable by the Receiver;
- (b) in payment of remuneration to the Receiver;
- (c) in payment of the Secured Liabilities to the Security Agent; and

- (d) the balance (if any) will be applied as required by law.

#### **16 Protection of Persons Dealing with Security Agent or Receiver**

No person dealing with the Security Agent or any Receiver will be concerned to enquire:

- (a) whether any event has happened upon which any of the powers contained in this deed may have arisen or be exercisable;
- (b) otherwise as to the propriety or regularity of any exercise of the powers conferred by this deed or of any act purporting or intended to be in exercise of such powers; or
- (c) whether any Secured Liabilities remain owing.

#### **17 Notice of Subsequent Charge**

If any Secured Party receives notice of any subsequent charge or other interest affecting any Charged Property, the Security Agent or any other Secured Party may open a new account for the Chargor in its books and may transfer any outstanding balance owing by the Chargor to such new account. If the Security Agent or any other Secured Party does not do so then, unless it gives express written notice to the contrary to the Chargor, all payments made by the Chargor to the Security Agent or any other Secured Party will as from the time of receipt of such notice by the Security Agent or any other Secured Party be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities.

#### **18 Redemption**

After the Security Agent is satisfied that all the Secured Liabilities have been irrevocably paid and discharged in full and no Secured Party is under any further obligation to make advances or provide other financial accommodation to the Borrower, the Security Agent will at the request and cost of the Chargor re-transfer to the Chargor any Investments registered in the name of the Security Agent or any nominee of the Security Agent or otherwise release the charges created by this deed.

#### **19 Further Assurance**

As and when required by the Security Agent or any Receiver the Chargor, at the cost of the Chargor, will (and will procure that every party other than the Security Agent to any Security Document will):

- (a) execute such further legal or other mortgages, charges or transfers in favour of the Security Agent for itself and as agent for the other Secured Parties as the Security Agent or any Receiver from time to time requires over any Charged Property to secure the Secured Liabilities such further mortgages, charges or assignments to be prepared at the cost of the Chargor and to contain a power of sale which arises immediately upon execution, a clause excluding section 93 of the LPA and the restrictions contained in section 103 of the LPA and such other clauses for the benefit of the Security Agent and the other Secured Parties as the Security Agent or Receiver may reasonably require;
- (b) execute and do all such assurances, deeds, documents, acts and things for perfecting or protecting the charges created by this deed or any Security Document and for facilitating or effecting any dealing by the Security Agent

or any Receiver under any authorities or powers granted under any Security Document; and

- (c) upon or with a view to assisting in any enforcement of any charge created by this deed convey, transfer, assign or otherwise deal with any Charged Property in such manner as the Security Agent or any Receiver may require.

## **20 Power of Attorney by Chargor**

The Chargor irrevocably and by way of security appoints each of the Security Agent, any person authorised in writing by or on behalf of the Security Agent and any Receiver as the attorney of the Chargor in each case (with full power to appoint substitutes and to delegate) severally in the name of the Chargor and on behalf of the Chargor to execute any document or do any act or thing which the Chargor is obliged to execute or do whether under any Security Document or which the Security Agent or the Receiver (or any substitute or delegate) may in their absolute discretion consider appropriate:

- (a) in connection with the exercise of any of their rights or powers arising under or by virtue of any Security Document, the LPA or the Insolvency Act 1986; or
- (b) to perfect, vest in or assure to the Security Agent any security for the Secured Liabilities granted to the Security Agent or which the Security Agent may require to have granted to it under any Security Document.

The 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.

## **21 Discharge of Security**

### **21.1 Discharge conditional**

Any discharge of the Chargor made by the Security Agent in reliance on a payment or Security Document given by another person to the Security Agent or any other Secured Party will be of no effect if that payment or Security Document is avoided, reduced or invalidated for any reason and the Security Agent will be entitled to recover from the Chargor on demand the amount of such payment or the value of any such Security Document.

### **21.2 Retention of Security**

Following any discharge of the Chargor made by the Security Agent in reliance on a payment or Security Document given by another person to the Security Agent or any other Secured Party the Security Agent may retain the security constituted by this deed until the expiry of the maximum period within which such payment or Security Document can be avoided, reduced or invalidated for any reason provided that if such other person goes into liquidation or administration within that period the Security Agent may retain the security constituted by this deed for as long as it thinks fit.

## **22 AUTHORITY OF THE SECURITY AGENT**

The Security Agent may:

- (a) ask, require, demand, receive and give acquittance for any and all monies and claims for monies due and to become due and for the time being comprised in the Charged Property; and

(b) make any claims, take any action or institute any proceedings which may be necessary or advisable in the circumstances by the Security Agent but shall not be obliged to make any enquiries as to the nature or sufficiency of any payment received by the Security Agent in consequence hereof.

## **23 EXERCISE OF REMEDIES**

Subject to the provisions of this deed the Security Agent may exercise its power of sale hereunder in such manner and at such times as the Security Agent in its absolute discretion may determine and shall not in any circumstances be answerable for any loss occasioned to any party by such assignment or sale or resulting from postponement thereof.

## **24 Assignment and Transfer**

### **24.1 Security Agent**

The Security Agent may at any time, without the consent of the Chargor, charge, assign, transfer by novation, syndicate or allow other parties to participate in, or otherwise create security in or over (whether by way of collateral or otherwise) all or any of its rights in and/or the benefit of the whole or any part of) the security created by this deed and accordingly may disclose such information relating to the Chargor the Borrower or the Charged Property as it may in its absolute discretion determine.

### **24.2 Chargor**

The Chargor may not assign any of the rights of the Chargor or transfer any of the obligations of the Chargor under this deed or enter into any transaction which would result in any of these rights or obligations passing to another person.

### **24.3 Disclosure**

The Security Agent and any other Secured Party may disclose any information about the Chargor to any person connected to or associated with them and (in the case of the Security Agent) to any person to whom the Security Agent proposes to assign or transfer (or has assigned or transferred) any of its rights under this deed.

## **25 Communications**

Each notice, request, demand or other document to be given or made hereunder shall be in writing addressed to the relevant party at the relevant party's address specified herein unless it has communicated another address in writing to the other party in which case it must be sent to the last address communicated to the other for this purpose. Any notice, request, demand or other communication to be given or made by one party to the other shall be deemed made (i) when transmitted (if given or made by telex or facsimile) or (ii) when left at the address mentioned above or (iii) if sent by pre-paid first class or recorded next day delivery the first (1st) Business Day after posting.

## **26 Miscellaneous**

### **26.1 Trust**

This security is granted to the Security Agent for itself and as agent for each other Secured Party. The Security Agent may exercise its rights under this deed both for itself and on behalf of each other Secured Party.

### **26.2 Delay and waiver**

The rights of the Security Agent or any other Secured Party under this deed will not be prejudiced by any failure to exercise or any delay in exercising them or by any

other act done or omitted by the Security Agent or the other Secured Party concerned which but for this clause might have been deemed a waiver of such rights nor will any exercise of any such right preclude any further exercise of such right or any other right.

**26.3 Immediate recourse**

The Chargor waives any right it may have of first requiring the Security Agent to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Chargor under this deed. This waiver applies irrespective of any law or any provision of this deed to the contrary.

**26.4 Certificates by the Security Agent**

A certificate by the Security Agent or any other Secured Party as to any amount for the time being due to it by the Chargor will be conclusive evidence of the amount so due in the absence of any manifest error.

**26.5 Severability**

Each of the provisions of this deed is severable and distinct from the others and if at any time one or more of such provisions is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this deed will not in any way be affected or impaired.

**26.6 Rights cumulative**

All rights of the Security Agent or any other Secured Party are cumulative and any express right conferred on the Security Agent or any other Secured Party under this deed may be exercised without prejudicing or being limited by any other express or implied right of the Security Agent or any other Secured Party.

**26.7 Continuing Security**

This deed is a continuing security and extends to the balance from time to time of the Secured Liabilities irrespective of any intermediate payment of monies due to the Security Agent or any other Secured Party.

**26.8 Other Security**

This deed is in addition to and will not in any way be prejudiced or affected by the holding or release by the Security Agent, by any other Secured Party or any other person of any other security at any time held by the Security Agent or any other Secured Party.

**26.9 Consolidation**

The restrictions on the right of consolidating mortgage securities contained in section 93 of the LPA will not apply to this deed.

**26.10 Counterparts**

This deed may be executed in any number of counterparts and by the parties on separate counterparts each of which when executed and delivered shall constitute an original but all the counterparts together constitute one and the same instrument.

**26.11 Deed**

Each party to this deed intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**27 Borrower Consent**

The Borrower enters into this deed for the purpose of acknowledging the security granted by the Chargor and hereby undertakes with the Secured Parties to observe the provisions of this deed at all times and not in any way to prejudice or affect the enforcement of the provisions in this charge or to do or suffer anything which would be a breach of the terms of this deed.

## **28 Governing Law**

- 28.1 This deed and all non-contractual obligations arising out of or in connection with it shall be governed by and construed for all purposes in accordance with English law.
- 28.2 The Chargor irrevocably agrees for the exclusive benefit of the Secured Parties that the courts of England and Wales shall have jurisdiction to hear and determine any suit action or proceeding and to settle any dispute which may arise out of or in connection with this deed and for such purposes irrevocably submits to the jurisdiction of such courts.
- 28.3 Nothing contained in this Clause 28 shall limit the right of the Secured Parties to take proceedings against the Chargor in any other court of competent jurisdiction nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not (unless precluded by applicable law).

This deed has been executed and delivered as a deed on the date shown at the beginning of this deed.

SIGNATURE PAGES

EXECUTED AS A DEED BY )  
POCKET LIVING LIMITED )  
acting by a Director in the presence of a witness )

DocuSigned by:  
[Redacted]  
4B0FF8D2ED9B4A9...

Director

Witness: [Redacted]  
Signature: [Redacted]  
Name: Suzanna Taverne  
Address: [Redacted]  
Occupation: Company director

I confirm that I was physically present when Marc Vlessing signed this document.

EXECUTED AS A DEED BY )  
POCKET LIVING WHITING AVENUE LIMITED )  
acting by a Director in the presence of a witness )

Director

Witness:  
Signature:  
Name:  
Address:  
  
Occupation


SIGNATURE PAGES

EXECUTED AS A DEED BY )  
POCKET LIVING LIMITED )  
acting by a Director in the presence of a witness )




Director

Witness:  
Signature:  
Name:  
Address:  
  
Occupation

EXECUTED AS A DEED BY )  
POCKET LIVING WHITING AVENUE LIMITED )  
acting by a Director in the presence of a witness )


DocuSigned by:  
  
2F87F63C06464F5...

Director

Witness:   
Signature:   
Name: Catherine Rickard  
Address:   
  
Occupation HR Consultant

I confirm that I was physically present when Paul Rickard signed this document.

Lizette  
**SIGNED** by Morales  
duly authorised for and on behalf of:  
**HARBOUR LENDING LIMITED**

) DocuSigned by:  
)   
) 6E4F96854A03450...  
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