



**Registration of a Charge**

Company Name: **RED LEOPARD HOLDINGS PLC**

Company Number: **05289187**



XCW9RU1L

Received for filing in Electronic Format on the: **06/02/2024**

**Details of Charge**

Date of creation: **26/01/2024**

Charge code: **0528 9187 0002**

Persons entitled: **HFRL PTY LTD AS TRUSTEE FOR HFRL UNIT TRUST**

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: **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: **DWF (NORTHERN IRELAND) LLP**



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

Company number: 5289187

Charge code: 0528 9187 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th January 2024 and created by RED LEOPARD HOLDINGS PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th February 2024 .

Given at Companies House, Cardiff on 9th February 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**



## SCHEDULE 5

### Security Deed

This Deed is executed by Red Leopard Holdings PLC (company number 05289187) of 50 Jermyn Street, London SW1Y 6LX, United Kingdom (**Claimant**) in favour of HFRL Pty Ltd as trustee for HFRL Unit Trust (**Funder**).

1 In this Deed: dated 26 January 2024:

**Action** means all and any actions or legal proceeding issued or arising out of or in connection with the claim set out in the Litigation Funding Deed including any appeal from any final judgment by a defendant (but excluding any appeal by the Claimant) and any action brought to enforce or recover under any such final judgment.

**Claim** means all and any claims of the Claimant arising out of, whether directly or indirectly from, the underlying circumstances and facts of the Action.

**Collateral** means the Claim, the Action, the Proceeds and all of the Claimants' rights and entitlements to such Claim, the Action and the Proceeds, and all of the books, records, documents, contracts, files, reports, correspondence, emails and other materials (wheresoever located and whether recorded electronically or in printed form, including confidential information) relevant to or reasonably expected to be relevant to the Action.

**Companies Act** means the Companies Act 2006 as amended from time to time.

**Costs** includes charges and expenses including those incurred in connection with legal and other advisers on a full indemnity basis.

**Counterclaim** means any counterclaim raised by the defendant in response to the Action.

**Event of Default** means any of the following:

- (a) the Claimant defaults in the performance of any of its obligations under the Litigation Funding Deed, the Retainer or this Deed and the Funder has given the five (5) Days' notice to the Deed requiring the Claimant to remedy such breach and the breach is not remedied within the five (5) Day period; or
- (b) if the Claimant is not an individual, the Claimant becomes Insolvent; or
- (c) if the Claimant is an individual, a bankruptcy notice is filed in relation to the Claimant; or
- (d) an event occurs which renders enforceable a Security Interest over the Collateral or part thereof.

**Financial Collateral** has the meaning given to that expression in the Financial Collateral Regulations.

**Financial Collateral Regulations** means the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226).

**Holding Company** means, in relation to a person, any other person in respect of which it is a Subsidiary.

**Insolvent** means having a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer appointed or any step is taken in relation to a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by



way of voluntary arrangement, scheme of arrangement or otherwise) or otherwise unable to pay debts when they fall due.

**Litigation Funding Deed** means the document with that title entered into between the Claimant and the Funder on or about the date of this Deed and relating to the Claim.

**LPA 1925** means the Law of Property Act 1925 as amended from time to time.

**Proceeds** means any amount of money or the value of any goods, services or benefits, or any forbearance to sue or waiver of legal claims agreed, recovered or received by the Claimant or any Related Parties of the Claimant from any source not limited to the defendant as a result of the Action (including the present value of any goods, services or benefits to be paid in the future and the present value of any new commercial arrangements entered into with, or at the direction of, the Claimant or any Related Parties of the Claimant or otherwise), and includes interest and any amounts recovered in the Action by way of legal costs and ex gratia payments in respect thereof or to which the Claimant is entitled before any deduction, set-off or Counterclaim exercised or claimed by the defendants and prior to any deduction for taxes payable to any governmental authority.

**Receiver** includes a receiver, receiver and manager or administrative receiver.

**Related Parties** means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

**Secured Liabilities** means all present and future obligations and liabilities of the Claimant to the Funder under or in connection with the Litigation Funding Deed or this Deed.

**Security Financial Collateral Arrangement:** has the meaning given to that expression in the Financial Collateral Regulations.

**Security Interest** means 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.

**Subsidiary** means a subsidiary within the meaning of section 1159 of the Companies Act 2006.

- 2 The Claimant shall pay any monies due to the Funder under the Litigation Funding Deed.
- 3 As security for the performance by the Claimant of its obligations under the Litigation Funding Deed (including but not limited to its obligations to pay money), the Claimant hereby grants in favour of the Funder as continuing security a Security Interest over the Collateral and shall do all things necessary to ensure that such Security Interest in favour of the Funder ranks in priority to each and every other Security Interest granted by the Claimant over the Collateral.
- 4 After an Event of Default occurs, the Funder may do one or more of the following in addition to anything else that the law allows the Funder to do as a secured party or a chargee:
  - (a) take or give up possession of the Collateral as often as the Funder chooses; or
  - (b) do anything an owner of the Collateral could do, including taking control of the conduct of the Action or selling the Collateral;
  - (c) appoint one or more Receivers to do anything the law (including the 1925 Act but without any of the restrictions contained in the 1925 Act) allows a Receiver to do; or
  - (d) do anything that the Receiver may do under clause 4(c).



The Funder's (or Receiver's) rights and powers under this Security Deed are not affected by any termination of the Litigation Funding Deed.

- 5 Each Receiver and the Funder is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.
- 6 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. The power of sale and other powers conferred by section 101 (*Powers incident to estate or interest of mortgagee*) of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after an Event of Default has occurred. Section 103 (*Regulation of exercise of power of sale*) of the LPA 1925 does not apply to the security constituted by this Deed.
- 7 In exercising the Funder's right to appoint a Receiver, the Funder may appoint a Receiver to all or part of the Collateral and set a Receiver's remuneration at any figure the Funder determines as appropriate (without the restrictions contained in section 109 (*Appointment, powers, remuneration and duties of receiver*) of the LPA 1925), remove a Receiver and appoint a new or additional Receiver. If the Funder appoints more than one Receiver, the Funder may specify whether they may act individually or must act collectively. The Receiver is the Claimant's agent unless the Funder notifies the Claimant that the Receiver is to act as the Claimant's agent. The Claimant is solely responsible for anything done, or not done, by a Receiver and for the Receiver's remuneration and Costs.
- 8 Unless the terms of appointment restrict a Receiver's powers, the Receiver has all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the LPA 1925, and shall have those rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986 whether it is an administrative receiver or not, in addition to the power to do any of the things the Funder may do under clause 4(a) or 4(b) of this Deed.
- 9 To the extent that:
  - (a) the Collateral constitute Financial Collateral; and
  - (b) this Deed and the obligations of the Claimant under it constitute a Security Financial Collateral Arrangement,the Funder shall have the right, at any time after the security constituted by this deed has become enforceable, to appropriate all or any of those Collateral in or towards the payment or discharge of the Secured Liabilities in any order that the Funder may, in its absolute discretion, determine.
- 10 The value of any Collateral appropriated in accordance with this clause shall be in the case of cash, the amount standing to the credit of each of the Claimant's accounts with any bank, financial institution or other person, together with any accrued but unpaid interest, at the time the right of appropriation is exercised. The Claimant agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.
- 11 Neither the Funder nor any Receiver need to give the Claimant any notice or demand or allow time to elapse before exercising a right under this Deed or conferred by law (including a right to sell) unless the notice, demand or lapse of time is required by law and cannot be excluded.



- 12 If the law requires that a period of notice must be given or a lapse of time must occur or be permitted before a right under this Deed or conferred by law may be exercised, then:
- (a) when a period of notice or lapse of time is mandatory, that period of notice must be given or that lapse of time must occur or be permitted by the Funder; or
  - (b) when law provides that a period of notice or lapse of time may be stipulated or fixed by this Deed, then one day is stipulated and fixed as that period of notice or lapse of time including, if applicable, as the period of notice or lapse of time during which:
    - (i) an Event of Default must continue before a notice is given or requirement otherwise made for the observance of other obligations under this Deed; and
    - (ii) a notice or request for the observance of the obligations under this Deed must remain not complied with before the Funder or a Receiver may exercise its rights.
- 13 Any release, discharge or settlement between the Claimant and the Funder shall be conditional on no payment or security received by the Funder in respect of the Secured Liabilities being avoided, reduced, set aside or ordered to be refunded under any law relating to insolvency, bankruptcy, winding-up, administration, receivership or for any other reason. Despite any such release, discharge or settlement the Funder may recover the value or amount of such security or payment from the Claimant subsequently as if the release, discharge or settlement had not occurred.
- 14 The Funder may give notice to any person about the Security Interest constituted by this Deed.
- 15 The Claimant, at the Funder's cost, must at the request of the Funder, execute all documents and do all things that the Funder may reasonably require for perfecting the Funder's Security Interest in the Collateral.
- 16 The Claimant is not permitted to create a Security Interest or otherwise encumber or permit a lien over Collateral or any part thereof without the prior written consent of the Funder which may be given or withheld in its absolute discretion.
- 17 All notices in connection with this Deed must be given in the same manner required by clause 34 of the Litigation Funding Deed.
- 18 The Claimant is not permitted to assign any of its rights under this Deed. The Funder is entitled to assign any of its rights, benefits or obligations under this Deed.
- 19 Except as expressly provided elsewhere in this Deed, a person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Deed. Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this deed at any time.
- 20 This Deed is governed by the laws of England and Wales and subject to the jurisdiction of the English Courts.
- 21 This Deed may be signed in any number of counterparts which together shall be deemed to constitute the same document.



**Executed** as a Deed for and on behalf of Red Leopard Holdings PLC by two directors:

A black rectangular box redacting the signature of Stuart J Adam.

Signature of director

Signature of director

Stuart J Adam

Name of director (print)

Name of director (print)

**Executed** as a Deed for and on behalf of by the Funder in accordance with Section 127 of the *Corporations Act 2001*

A black rectangular box redacting the signature of Aaron Paul McDonald.

Signature of director

A black rectangular box redacting the signature of Sophia Kailis Bower.

Signature of director

Aaron Paul McDonald

Name of director (print)

Sophia Kailis Bower

Name of director (print)



**Executed** as a Deed for and on behalf of Red Leopard Holdings PLC by two directors:

Signature of director

Signature of director

Stuart J Adam

Name of director (print)

John J. MAY

Name of director (print)

**Executed** as a Deed for and on behalf of by the Funder in accordance with Section 127 of the *Corporations Act 2001*

Signature of director

Signature of director

Name of director (print)

Name of director (print)