005948 /23

In accordance with Sections 859A and 859J of the Companies Act 2006.

MR01
Particulars of a charge

Companies House

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A fee is be payable with this fo
Please see 'How to pay' on the last

SATURDAY

AB5YH921
A03 11/06/2022 #188
COMPANIES HOUSE

✓ **What this form is for**
You may use this form to register a charge created or evidenced by an instrument.

✗ **What this form is NOT for**
You may not use this form to register a charge where there is no instrument. Use form MR08.

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

For official use

→ **Filling in this form**
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

1 Company details

Company number	0 5 3 0 5 0 1 6
Company name in full	DONHEAD VENTURES LIMITED

2 Charge creation date

Charge creation date	d 3 d 0 m 0 m 5 y 2 y 0 y 2 y 2

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge.

Name	LGT BANK LTD
Name	
Name	
Name	

If there are more than four names, please supply any four of these names then tick the statement below.

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge.

MR01
Particulars of a charge

4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

NONE

Please submit only a short description If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☑ **Yes**

☐ **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ **Yes** Continue

☑ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?
Please tick the appropriate box.

☐ **Yes**

☑ **No**

8 Trustee statement ❶

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

❶ This statement may be filed after the registration of the charge (use form MR06).

9 Signature

Please sign the form here.

Signature

Signature

X X

This form must be signed by a person with an interest in the charge.

MR01
Particulars of a charge

Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name: Elise Lanteri

Company name: Faegre Drinker Biddle & Reath LLP

Address: 7 Pilgrim Street

Post town: London

County/Region:

Postcode: E C 4 V 6 L B

Country:

DX:

Telephone:

Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☑ The company name and number match the information held on the public Register.
- ☑ You have included a certified copy of the instrument with this form.
- ☑ You have entered the date on which the charge was created.
- ☑ You have shown the names of persons entitled to the charge.
- ☑ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☑ You have given a description in Section 4, if appropriate.
- ☑ You have signed the form.
- ☑ You have enclosed the correct fee.
- ☑ Please do not send the original instrument; it must be a certified copy.

Important information

Please note that all information on this form will appear on the public record.

How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'

Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

We hereby certify that this is a true copy of the original
16/06/22
Faegre Drinker Biddle & Reath LLP
7 Pilgrim Street, London EC4V 6LB

LGT Bank AG
Herrengasse 12, FL-9490 Vaduz

Tel. +423 235 11 22, Fax +423 235 15 22
info@lgt.com, www.lgt.li, BIC BLFLLI2X
HR Nr.: 1122356-7, Sitz: 9490 Vaduz, MWST-Nr. 50119
UID: CHE-260.887.880

This deed of mortgage and equitable charge is made on 30.05.2022
(hereinafter referred to as the "Deed")

Paul Anthony Brewer and/or Penelope Brewer
Client designation

RM | Initials RM | [redacted] Client no.

The undersigned

Title

Surname Donhead Ventures Limited (083175C)

First name

Address Donhead Hall

P.O. Box Donhead St.Mary

Postcode SP7 9DR

Place Shaftesbury,Dorset

Country of domicile United Kingdom
(hereinafter referred to as the "Mortgagor")

hereby mortgages the Mortgaged Assets and charges the Charged Assets deposited with
LGT Wealth Management UK LLP, 14 Cornhill, London, EC3V 3NR, United Kingdom
(hereinafter referred to as "LGT Wealth Management")
to
LGT Bank Ltd., Herrengasse 12, 9490 Vaduz, Principality of Liechtenstein
(hereinafter referred to as "LGT" or the "Lender")

for the financing/guarantee etc. which the Lender is prepared to grant to

Title

Surname Paul Anthony Brewer and/or Penelope Brewer

First name

Address Donhead Hall

P.O. Box Donhead St.Mary

Postcode SP7 9DR

Place Shaftesbury,Dorset

Country of domicile United Kingdom
(hereinafter referred to as the "Borrower")
(if no Borrower is entered above, the Mortgagor is deemed to be the Borrower)

The Mortgagor, LGT Wealth Management, LGT and the Borrower hereinafter referred to individually as a "Party" and collectively as the "Parties".

Background:

- The Lender has agreed to make available to the Borrower a credit limit in accordance with the provisions of a lombard credit agreement or under forward, derivative and other trading transactions resulting in a contingent liability (margin requirement) (hereinafter referred to as the "Trading Transactions");
- It is a condition precedent to the Lender making available funds to the Borrower under the lombard credit agreement and/or Trading Transactions that the Mortgagor secure the payment obligations of the Borrower assumed by it thereunder;
- Accordingly, the Mortgagor has agreed to grant this Deed on the terms set out below (hereinafter referred to as the "Mortgage and Charge").

Definitions

In this Deed:

1.1 words denoting the singular include the plural and vice versa; and

1.2 words denoting one gender include each gender and all genders.

1.3 *"the Assets"* means: the Charged Assets and the Mortgaged Assets as defined below, including:

1.3.1 all financial instruments, securities and security coupons (including the rights embodied in them), non-bonded value rights (namely securities with deferred printing of certificates), fiduciary investments, credit balances, claims and other choses in action assigned to the Lender in GBP and foreign currencies; and

1.3.2 all deeds relating to claims, participations and other choses in action, and all cash funds, bank notes, precious metals and other valuables which are deposited with LGT Wealth Management; and

1.3.3 all current and outstanding preferential and incidental rights arising from the Assets including without limitation subscription rights and rights to interest and to dividends.

1.4 "the Charged Assets" means any ISA investments or any beneficial interest in any ISA investments and any other asset or interest in any assets in respect of which the Lender has agreed in writing to accept a charge over;

1.5 "the Mortgaged Assets" means all the Assets except the Charged Assets.

1.6 *"the Credit Agreement"* means the lombard credit agreement dated

_____

and any subsequent credit agreement, where applicable.

1.7 *"the Trading Transactions"* means contingent liabilities under forward, derivative and other trading transactions with a margin requirement as determined by the Lender as well as guarantees and letters of credit, where applicable.

1.8 *"an Enforcement Event"* means any event of default, as defined in the Credit Agreement under the section titled "Settlement of credit overdrafts" and also a breach of clauses 2 and/or 7 of this Mortgage and Charge.

1.9 *"the Secured Obligations"* means all indebtedness and other liabilities, whether existing or future, the Mortgagor undertakes by any provisions of this Mortgage and Charge to pay to LGT or otherwise discharge as provided in clause 2 and any other liabilities of the Borrower to LGT howsoever they arise, including without limitation other or further loans, guarantees, bills of exchange, transactions in securities, payment of interest, costs, commissions, charges, expenses and contingent liabilities.

Covenant to pay

The Mortgagor shall pay to LGT:

2.1 in accordance with the terms of the Credit Agreement/the Trading Transactions, all money and liabilities whether actual or contingent that are now or may at any time after the date of this assignment be due, owing or incurred from or by the Borrower to LGT under or pursuant to the Credit Agreement/the Trading Transactions,

2.2 all reasonable legal, administrative and other costs, charges and expenses incurred by LGT in relation to this Deed or in enforcing the security created in this Deed, and

2.3 a reasonable fee for any work undertaken by LGT in relation to such enforcement.

Mortgage clause

3.1 The Mortgagor assigns absolutely to LGT with full title guarantee and free and clear of liens, charges and other encumbrances, all of their rights, title and interest in, and the full benefit of each of, the Assets and all rights and benefits in respect of amounts receivable or accruing to the Mortgagor under each of the Assets.

3.2 If any of the Mortgaged Assets are incapable of legal assignment, the Mortgagor agrees that the Mortgagor and/or LGT Wealth Management, as applicable, will hold the benefit of those Mortgaged Assets, and all rights and remedies in respect of them, on trust for LGT.

Provision for reassignment

Notwithstanding the absolute assignment provided in clause 3, if the Borrower and/or the Mortgagor as the case may be have paid and satisfied:

4.1 all money and liabilities, present or future, actual or contingent (including liabilities as surety or guarantor), for which the Borrower and/or the Mortgagor are now or may at any time or times after this date be indebted or liable to LGT on any account, in any manner, whether alone or jointly with any other person,

4.2 all interest, fees, costs, commissions, charges and expenses or special fees that LGT, in the course of its banking business, charges the Borrower, and

4.3 all costs, charges and expenses LGT may incur in enforcing or obtaining payment from the Borrower and/or Mortgagor or in attempting to do so, including all legal fees and expenses,

The aggregate of such money and liabilities being referred to below as the "*Indebtedness*".

If, at that time, LGT is under no obligation to make available any further credit or advance or facility in respect of any matter forming part of the Indebtedness, LGT will at the request and cost of the Mortgagor reassign or redeliver to the Mortgagor the Mortgaged Assets mortgaged by this Deed and will release the charge over the Charged Assets or otherwise discharge this security.

Charge clause

The Mortgagor, with full title guarantee as continuing security to secure the payment and discharge of the Indebtedness, charges the Charged Assets in favour of LGT by way of first fixed equitable charge.

General undertakings

6.1 The Mortgagor represents and warrants that all third party rights, claims, interests or demands in respect of the Assets have been notified to LGT.

6.2 The Mortgagor irrevocably and unconditionally undertakes that during the continuance of the security constituted by this Deed, the Mortgagor will not, with the exception of the security constituted by this Deed, create, attempt to create, or permit to subsist any such mortgage, charge, lien, security arrangement, security interest or other encumbrance on or over the Assets or any part of them without the prior written consent of LGT.

6.3 The Mortgagor must pay and discharge, as they fall due, all debts, damages and liabilities that have given or may give rise to liens on, or claims enforceable against, the Assets.

6.4 The Mortgagor must exercise any rights relating to the Assets which are necessary in order to preserve their value. If the Mortgagor fails to do so, LGT is authorised, but not obliged, to exercise these rights if it deems it to be necessary in order to safeguard the interests of LGT and/or the Mortgagor.

6.5 The Mortgagor and the Borrower hereby explicitly authorise LGT Wealth Management to release to LGT at LGT's request any information available to LGT Wealth Management regarding the Mortgagor's and the Borrower's affairs and or assets, irrespective of whether or not the assets are held by LGT Wealth Management or whether LGT Wealth Management reasonably deems the release of the information to be in LGT's interests, thereby waiving the application of any banking and data secrecy laws or duty of confidentiality owed by LGT Wealth Management to the Mortgagor or the Borrower, on LGT undertaking to be bound by the same duty of confidentiality as LGT Wealth Management is.

6.6 The Borrower and the Mortgagor hereby explicitly authorise LGT to release to LGT Wealth Management at LGT Wealth Management's request any information available to LGT regarding the Borrower's and the Mortgagor's affairs and or assets, irrespective of whether or not the assets are held by LGT or whether LGT reasonably deems the release of the information to be in LGT Wealth Management's interests, thereby waiving the application of any banking and data secrecy laws or duty of confidentiality owed by LGT to the Borrower or the Mortgagor, on LGT Wealth Management undertaking to be bound by the same duty of confidentiality as LGT is.

6.7 The Mortgagor and the Borrower give an undertaking to cooperate in the transfer of the Assets and the Secured Obligations to a new purchaser should this be necessary.

6.8 In the event of the disposal of Assets such as assigned registered shares and the like this Deed also serves as an assignment in blank in favour of LGT.

Maintenance of value of securities

Should the value of the Assets as determined by LGT at any time during the continuance of this Mortgage and Charge be insufficient to cover the outstanding obligations of the Borrower, or should LGT be of the opinion that there is a material risk that the value of the Assets would be insufficient to cover the outstanding obligations of the Borrower, or be less than the minimum security required by LGT, LGT shall be entitled to require the Borrower to reduce the Indebtedness or require the Mortgagor to assign to LGT or deposit with LGT Wealth Management such further assets as LGT shall reasonably require to raise the total value of the Assets to LGT's satisfaction.

Power of attorney

8.1 The Mortgagor, by way of security, irrevocably appoints LGT and LGT Wealth Management, jointly and severally, to be its attorney (with full powers of substitution and delegation) and in its name and on its behalf and as its act and deed to sign, seal, execute, deliver and perfect all deeds, agreements, instruments, notices, documents and do all acts and things which the Mortgagor is obliged to do under this Deed or which such attorney may deem proper in the exercise of any powers, authorities or discretions conferred on LGT or LGT Wealth Management pursuant to this Deed or by law.

8.2 The Mortgagor ratifies and confirms and shall ratify and confirm anything such attorney does or purports to do by virtue of this clause.

Continuing security

9.1 Notwithstanding that the Secured Obligations may from time to time be reduced or increase, the security constituted by this Deed is to be a continuing security until such time as determined in accordance with clause 4 of this Deed.

9.2 If any further Assets are assigned or charged or deposited by the Mortgagor, such further assets will be subject to this Deed as if they had formed part of the Assets.

Enforcement of security

10.1 At any time after the occurrence of an Enforcement Event, LGT may, without further notice to the Mortgagor and/or the Borrower, even when any amount owing under the Credit Agreement/the Trading Transactions is not yet due, and without prejudice to any other rights it may have under general law and without the restrictions contained in section 103 Law of Property Act 1925 in respect of all or any part of the Assets, exercise all the powers or rights that may be conferred on mortgagees or chargees by that Act as varied or extended by this Deed, including without limitation the right to sell the Assets, to receive the income from the Assets, to offset the Assets or any part of them in or towards discharge of the Secured Obligations, or to issue legal proceedings against the Mortgagor and/or the Borrower.

10.2 LGT or LGT Wealth Management shall be entitled at any time after the occurrence of an Enforcement Event, to complete all instruments of transfer and otherwise have any Assets registered in its name or in the name of LGT Wealth Management. The Mortgagor shall promptly do all things as may be necessary or desirable to register any Assets in the name of LGT or LGT Wealth Management, as LGT may request from time to time.

10.3 The restriction contained in section 93 Law of Property Act 1925 on the right of consolidating mortgage securities does not apply to this Mortgage and Charge.

10.4 To the extent that any Assets constitute *"financial collateral"* and this Deed and the security which it creates and the obligations of the Mortgagor under it constitute a *"security financial collateral arrangement"* (in each cases as defined in, and for the purposes of, the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003 No. 3226) (*"the Regulations"*), LGT shall have the right, at any time after the occurrence of an Enforcement Event, to appropriate with immediate effect, by notice in writing to the Mortgagor, all or any part of such financial collateral in or towards payment and/or discharge of the Indebtedness in such order as LGT in its absolute discretion may determine.

10.5 The parties agree that the value of any financial collateral appropriated under this clause shall be its market price at the time the right of appropriation is exercised, as determined by LGT or LGT Wealth Management, by reference to a public index or by such other process as LGT or LGT Wealth Management may select, including independent valuation, and that these methods of valuation are commercially reasonable for the purposes of the Regulations.

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10.6 Nothing contained in this Deed is to operate so as to merge or otherwise prejudice, affect or exclude any other security, guarantee or lien LGT may for the time being hold for the money and liabilities secured by it or would have but for the security provided by this Deed.

Undertakings by LGT Wealth Management

11.1 LGT Wealth Management undertakes to hold as agent for LGT all Assets deposited with it or assigned to it or charged to it by the Mortgagor.

11.2 LGT Wealth Management hereby waives and subordinates all of its own rights under any mortgages, charges, liens, pledges, retention rights, other forms of security or encumbrance or rights of set-off insofar as the rights of LGT under this Mortgage and Charge would otherwise be reduced.

11.3 LGT Wealth Management undertakes to notify LGT forthwith upon becoming aware of any third-party rights, claims, interests or demands in respect of the Assets.

11.4 LGT Wealth Management undertakes to sell the Assets as soon as reasonably practicable waiving all rights of objection and defence upon notification or direction from LGT and to transfer the proceeds of any such sales, less any related fees, expenses, costs, commissions, charges or special fees outstanding, to LGT.

11.5 In the event that LGT chooses to sell any of the Assets itself, LGT Wealth Management will release the Assets to LGT upon first demand and waive all rights of objection and defence upon notification or direction from LGT.

11.6 LGT Wealth Management undertakes to retain any Assets and documents evidencing assignment or charging of Assets deposited with it until LGT notifies it in writing that the Mortgage and Charge has been discharged.

Jurisdiction clause

The powers conferred on LGT and LGT Wealth Management by this Deed are solely to protect LGT's interests in and over the Assets and shall not impose any duty on it to exercise such powers. Neither the Lender nor LGT Wealth Management shall have any duty as to any Assets other than those specified in this Deed and shall incur no liability for any negligence or default or as a mortgagee in possession for any loss whatsoever of any nature in connection with the Assets.

Jurisdiction clause

13.1 Subject to any mandatory legal provisions, this Deed is to be governed by and construed in all respects in accordance with the laws of England.

13.2 For the benefit of LGT, the Mortgagor irrevocably agrees that the courts of England are to have jurisdiction to settle any dispute that may arise out of, or in connection with, this Deed and that, accordingly, any suit, action or proceedings (together in this clause referred to as 'proceedings') arising out of, or in connection with, this Deed may be brought in such courts. The Mortgagor further agrees not to initiate any proceedings against LGT or LGT Wealth Management in any jurisdiction other than the courts of England.

13.3 Nothing contained in this clause shall limit the right of LGT to take proceedings against the Mortgagor in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

Exclusion of Third-Party Rights

Nothing in this Deed is intended to confer any benefit on any person apart from the Borrower, the Mortgagor, LGT Wealth Management and LGT.

Entire agreement

This Deed shall constitute the entire agreement and understanding between the parties with respect to all matters which are referred to and shall supersede any previous agreement(s) between the Parties in relation to the matters referred to in this Deed.

Moreover, the Lender's "*General Conditions for Lombard Credits*" and "General Business Conditions" shall apply, copies of which the Mortgagor has received, noted and accepted.

FIN/SFI 1/hli

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Executed as a deed by the parties

Donhead St. Mary 31/05/22
Place/Date

Paul Anthony Brewer a/o Penelope Brewer
Signature of the Borrower
(if pledged assets are deposited by a third party)

[redacted]

Donhead St Mary 31/05/22
Place/Date

Donhead Ventures Limited
Signature of the Mortgagor

[redacted]

In the presence of:

Name of Witness ELIZABETH SIMPSON INGRAM.

Address of Witness [redacted]

DONHEAD ST MARY 31/05/22
Place/Date

[redacted]
Signature of the Witness

Place/Date

LGT Bank Ltd. (the Lender)

[redacted]

LONDON 09/06/22
Place/Date

LGT Wealth Management UK LLP, London (LGT Wealth Management, the Lender's Agent)

Solicitor's Declaration *(to be used in the case of joint borrowers and/or joint mortgagors and/or third-party mortgagor)*
I confirm that I have given Paul & Penny Brewer independent legal advice at a private meeting as to the terms and effect of the equitable mortgage and equitable charge set out in this Deed. I am satisfied that no pressure has been put upon Paul or Penny Brewer to enter into the equitable mortgage and equitable charge. I understand that the Lender is relying on this confirmation as to the validity of the equitable mortgage and equitable charge as against Paul Brewer & Penny Brewer

London 1/6/22
Place/Date

[redacted]
Signature of the Solicitor

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5305016

Charge code: 0530 501 6 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th May 2022 and created by DONHEAD VENTURES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th June 2022 .

Given at Companies House, Cardiff on 16th June 2022

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES