



Registration of a Charge

Company Name: **AUDLEY WILLICOMBE MANAGEMENT LIMITED**

Company Number: **06208889**



Received for filing in Electronic Format on the: **28/02/2023**

XBYAM10Z

Details of Charge

Date of creation: **17/02/2023**

Charge code: **0620 8889 0006**

Persons entitled: **MAREF LOAN LIMITED PARTNERSHIP ACTING BY ITS GENERAL PARTNER MAREF LOAN GP 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: **HERBERT SMITH FREEHILLS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6208889

Charge code: 0620 8889 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th February 2023 and created by AUDLEY WILLICOMBE MANAGEMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th February 2023 .

Given at Companies House, Cardiff on 1st March 2023

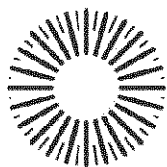
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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



HERBERT
SMITH
FREEHILLS

17 February
..... 2023

**THE PERSONS LISTED IN SCHEDULE 1
TO THIS SECURITY AGREEMENT**
as Chargors

and

MAREF LOAN LIMITED PARTNERSHIP
acting by its general partner
MAREF LOAN GP LIMITED
as the Noteholder

SECURITY AGREEMENT

Herbert Smith Freehills LLP

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THIS DEED is made on 17 February

2023

BETWEEN:

- (1) **THE PERSONS LISTED IN SCHEDULE 1 TO THIS SECURITY AGREEMENT** (each a **"Chargor"** and together the **"Chargors"**); and
- (2) **MAREF LOAN LIMITED PARTNERSHIP acting by its general partner MAREF LOAN GP LIMITED** as noteholder (the **"Noteholder"**).

IT IS AGREED as follows:

1. DEFINITIONS, CONSTRUCTION AND THIRD PARTY RIGHTS

1.1 Definitions

- 1.1.1 Terms defined in the Facility Agreement shall, unless otherwise defined in this Deed or unless a contrary intention appears, bear the same meaning when used in this Deed and the following terms shall have the following meanings:

"Account Proceeds" means all amounts (including interest) from time to time standing to the credit of any bank or other account of each Chargor with any bank, building society, financial institution or other person (including the Accounts listed in Part 2 of Schedule 2 (*Details of Secured Property*) and the debts represented thereby.

"Administrator" means a person appointed under Schedule B1 to the Insolvency Act 1986 to manage the affairs, business and property of any Chargor.

"Agreement for Lease" means an agreement to grant an Occupational Lease of all or part of a Real Property.

"Charged Assets" means the assets mortgaged, charged or assigned pursuant to Clauses 3 (*Security*) and 4.1 (*Creation of Floating Charge*) of this Deed.

"Development Documents" means the following documents:

- (a) a building contract dated 27 April 2016 between (1) Audley Redwood Limited and (2) Balfour Beatty Regional Construction Limited;
- (b) a parent company guarantee dated 27 April 2016 provided by Balfour Beatty Group Limited in favour of Audley Redwood Limited; and
- (c) any other document designated as such by the Noteholder and the Issuer.

"Debts" means all of a Chargor's present and future book and other debts, revenues and monetary claims, whether actual or contingent, and whether originally owing to that Chargor or purchased or acquired by it, and all things in action which may give rise to any debt, revenue or monetary claim and the benefit of any related Security, guarantee or other rights of any nature relating thereto and any proceeds of any of the above.

"Facility Agreement" means the facility agreement between, amongst others, (1) Audley Willicombe Limited as issuer, (2) the entities listed therein as Guarantors, and (3) the Noteholder dated on or around the date of this Deed.

"Insurance Policies" means (a) each insurance policy listed in Part 3 of Schedule 2 (*Details of Secured Property*) and (b) all present and future contracts or policies of insurance (including life policies) in which a Chargor has an interest or in which it may from time to time have an interest (whether solely, jointly, as loss payee or otherwise).

"Insurance Proceeds" means all monies from time to time payable to each Chargor under or pursuant to the Insurance Policies, including (without limitation) the refund of any premiums.

"Intellectual Property Rights" means all patents, patent applications, trade marks and service marks (whether registered or not), trade mark and/or service mark applications, trade names, registered designs, design rights, copyrights, database rights, domain names, computer software, know-how, trade secrets, inventions and other intellectual property rights and interests (which may now or in the future exist), whether registered or unregistered, and the benefit of all applications and the rights to use such assets (which may now or in the future exist) and all Related Property Rights.

"Investments" means all of a Chargor's right, title, benefit and interest in all stocks, shares, bonds, notes, warrants and other securities of any kind whatsoever whether in bearer or registered form, and all other interests in any person and all Related Investment Rights whether the same are held directly by or to the order of a Chargor or by any trustee, fiduciary, clearance system (including any depository for any clearance system and any other person whose business is or includes the provision of clearance services or the provision of security accounts or any nominees or depository for any such person), custody system, settlement system (including Euroclear UK & Ireland Limited for the London Stock Exchange plc and the Central Gilts Office Service for transactions in gilt edged stocks and any nominees thereof) or custodian on behalf of a Chargor or whether the same have been delivered to or to the order of the Noteholder or its nominee including all Related Investment Rights, all Related Property Rights and all rights against any such trustee, fiduciary, clearance system or other person holding such to the order of a Chargor.

"Lease Document" means:

- (a) an Agreement for Lease;
- (b) an Occupational Lease; or
- (c) any other document designated as such by the Noteholder and the Issuer.

"LPA" means the Law of Property Act 1925.

"Occupational Lease" means any lease or licence or other right of occupation or right to receive rent (including a Unit Disposal Document) to which a Real Property may at any time be subject and includes any guarantee of a tenant's obligations under the same.

"Real Property" means:

- (a) all of the freehold and/or leasehold property of each Chargor specified in Part 1 of Schedule 2 (*Details of Secured Property*);
- (b) all freehold and leasehold property or immovable property of each Chargor situate in England and Wales (other than the property referred to in paragraph (a));
- (c) any buildings, fixtures (including trade fixtures), fittings, fixed plant or machinery from time to time on or forming part of the property referred to in paragraphs (a) and (b) above; and
- (d) the Related Property Rights.

"Receiver" means any person appointed by the Noteholder to be a receiver or receiver and manager or administrative receiver of any property subject to the security created by this Deed.

"Related Investment Rights" means all allotments, rights, benefits and advantages (including all voting rights) at any time accruing, offered or arising in respect of or incidental to any Investment and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of Investments.

"Related Property Rights" means, where used in relation to a particular property, asset (or class of assets) or right, the following:

- (a) the proceeds of sale and/or other realisation of that property, asset (or class of assets) or right (or any part thereof or interest therein);
- (b) all Security, options, agreements, rights, easements, benefits, indemnities, guarantees, warranties or covenants for title in respect of such property, asset (or class of assets) or right; and
- (c) all rights under any lease, licence or agreement for lease, sale or use in respect of such property or asset.

"Rental Income" has the meaning ascribed to that term in the Facility Agreement.

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor to the Noteholder under each Finance Document.

"Security Period" means the period from the date of this Deed until the date on which all of the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full.

"Shares" means any and all shares or other securities legally and beneficially owned by each Chargor on the date of this Deed and from time to time after the date of this Deed, and all Related Investment Rights and all Related Property Rights in respect thereof.

- 1.1.2 Unless a contrary intention appears, words defined in the Companies Act 2006 have the same meanings in this Deed.

1.2 Construction and Third Party Rights

- 1.2.1 The provisions of clause 1.2 (*Construction*) of the Facility Agreement shall apply to this Deed as if they were set out in this Deed.
- 1.2.2 No term of this Deed is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed.

1.3 Implied Covenants for Title

The obligations of each Chargor under this Deed shall be in addition to the covenants for title deemed to be included in this Deed by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

1.4 Effect as a Deed

This Deed is intended to take effect as a deed notwithstanding that the Noteholder may have executed it under hand only.

1.5 Law of Property (Miscellaneous Provisions) Act 1989

To the extent necessary for any agreement for the disposition of the Charged Assets in this Deed to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Deed are incorporated into this Deed.

1.6 Security Trust Provisions

The Noteholder holds the benefit of this Deed on trust for the Secured Parties in accordance with clause 26 (*Role the Noteholder*) of the Facility Agreement.

2. COVENANTS TO PAY

2.1 Covenant to Pay Secured Liabilities

Each Chargor covenants that it shall on demand pay to the Noteholder to pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents, in each case when the same become due for payment or discharge whether by acceleration or otherwise.

2.2 Potential Invalidity

Neither the covenant to pay in Clause 2.1 (*Covenant to Pay Secured Liabilities*) nor the security created by this Deed shall extend to or include any liability or sum which would, but for this Clause 2.2, cause such covenant, obligation or security to be unlawful under any applicable law.

3. SECURITY

3.1 Creation of Fixed Security

Each Chargor charges to the Noteholder by way of fixed charge (which so far as relates to freehold or leasehold property in England and Wales vested in that Chargor at the date of this Deed shall be a charge by way of legal mortgage) with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of its rights to and title and interest from time to time in any and each of the following:

- 3.1.1 the Real Property;
- 3.1.2 all plant, machinery, vehicles, computers, office and other equipment and chattels (excluding stock-in-trade or work in progress) and all Related Property Rights;
- 3.1.3 (to the extent that the same are not the subject of a fixed charge under Clause 3.1.4) all Debts;
- 3.1.4 all Account Proceeds;
- 3.1.5 all of its Investments;
- 3.1.6 the Shares;
- 3.1.7 all of its Intellectual Property Rights;
- 3.1.8 all goodwill and uncalled capital;
- 3.1.9 any building contract, consultant appointment and collateral warranty in respect of the development of any Real Property; and
- 3.1.10 (to the extent not effectively assigned under Clause 3.2 (*Assignments*)), the assets (including present and future properties, contracts, revenues and rights of every description) which are specified in Clause 3.2 (*Assignments*).

3.2 Assignments

Each Chargor assigns to the Noteholder with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities all of that Chargor's rights to and title and interest from time to time in:

- 3.2.1 the Insurance Policies and the Insurance Proceeds;
- 3.2.2 each Transaction Document (other than the Finance Documents and any Servicer Duty of Care Agreement);

- 3.2.3 any guarantees, warranties and/or other agreements collateral to the Development Documents and under all licences and permissions obtained by that Chargor from time to time for the purposes of any Development or otherwise for the business of that Chargor;
- 3.2.4 all Rental Income;
- 3.2.5 any guarantee of Rental Income contained in or relating to any Lease Document; and
- 3.2.6 all other agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting that Chargor in respect of the Real Property, and all Related Property Rights in respect of the above.

3.3 **Preservation of Fixed Charge**

Without prejudice to Clause 3.1.3 (*Creation of Fixed Security*) and Clause 3.2 (*Assignments*), if, pursuant to clause 16 (*Bank Accounts*) of the Facility Agreement, a Chargor is entitled to withdraw the proceeds of any book and other debts standing to the credit of an Account and, as a result, those proceeds are in any way released from the fixed charge created pursuant to Clauses 3.1.4 (*Creation of Fixed Security*) and 3.2 (*Assignments*), the release will in no way derogate from the subsistence and continuance of the fixed charge on all other outstanding book and other debts of that Chargor and the proceeds of those debts.

4. **FLOATING CHARGE**

4.1 **Creation of Floating Charge**

- 4.1.1 Each Chargor charges to the Noteholder by way of first floating charge with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of that Chargor's rights to and title and interest from time to time in the whole of its property, assets, rights and revenues whatsoever and wheresoever, present and future, other than any property, assets, rights and revenues validly and effectively charged or assigned (whether at law or in equity) pursuant to Clauses 3.1 (*Creation of Fixed Security*) or 3.2 (*Assignments*).
- 4.1.2 Each floating charge hereby created is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- 4.1.3 Without prejudice to Clause 4.1.2, the Noteholder reserves its rights to appoint an administrative receiver on and following an Event of Default which is continuing in accordance with sections 72 B to H (inclusive) of the Insolvency Act 1986.

4.2 **Automatic Crystallisation of Floating Charge**

Notwithstanding anything express or implied in this Deed, and without prejudice to any law which may have similar effect, if:

- 4.2.1 any Chargor creates or attempts to create any Security over all or any of the Charged Assets save as expressly permitted under the Facility Agreement; or
- 4.2.2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Assets; or
- 4.2.3 a resolution is passed or an order is made for the winding up, dissolution, administration or other reorganisation of any Chargor; or

- 4.2.4 an Administrator is appointed or any step intended to result in such appointment is taken,

then each floating charge created by Clause 4.1 (*Creation of Floating Charge*) will automatically (without notice) be converted into a fixed charge as regards all of the assets subject to each floating charge.

4.3 **Crystallisation on Notice of Floating Charge**

Notwithstanding anything express or implied in this Deed, the Noteholder may at any time:

- 4.3.1 following the occurrence of an Event of Default which is continuing; or
- 4.3.2 if the Noteholder considers in good faith that any of the Charged Assets are in danger of being seized or sold as a result of any legal process, are otherwise in jeopardy or the Noteholder believes that steps are being taken or have been taken which are likely or intended to lead to the appointment of an Administrator or the presentation of a petition for the winding-up of any Chargor,

by giving notice in writing to that effect to any Chargor convert one or more floating charges created by Clause 4.1 (*Creation of Floating Charge*) into a fixed charge as regards any assets specified in such notice. The conversion shall take effect immediately upon the giving of the notice.

5. **FURTHER ASSURANCE**

- 5.1 Each Chargor must promptly upon request by the Noteholder execute (in such form as the Noteholder may reasonably require) such documents (including assignments, transfers, mortgages, charges, notices and instructions) in favour of the Noteholder or its nominees and do all such assurances and things as the Noteholder may require for:

- 5.1.1 perfecting and/or protecting (by registration or in any other way) the security created or intended to be created by this Deed;
- 5.1.2 conferring upon the Noteholder such equivalent or similar security as created under this Deed as it may require over the assets of a Chargor located in any jurisdiction outside of England and Wales which if in England or Wales would form part of or be intended to form part of the Charged Assets;
- 5.1.3 facilitating, at any time on or after the occurrence of an Event of Default which is continuing, the realisation of all or any part of the assets of a Chargor; and
- 5.1.4 exercising all powers, authorities and discretions conferred on the Noteholder or any Receiver pursuant to this Deed or by law.

- 5.2 Each Chargor shall take all such action as may be available to it for the purpose of creating, perfecting or maintaining the security created or intended to be created pursuant to this Deed including the obtaining of any necessary consent (in form and content reasonably satisfactory to the Noteholder) to enable the assets of a Chargor to be mortgaged, charged or assigned pursuant to this Deed. Immediately upon obtaining any necessary consent the asset concerned shall become subject to the security created by this Deed. Each Chargor shall promptly deliver a copy of each such consent to the Noteholder. In the event that any such consent cannot be obtained the Chargor shall promptly inform the Noteholder.

6. **GENERAL UNDERTAKINGS WITH RESPECT TO CHARGED ASSETS**

- 6.1 Each Chargor undertakes to the Noteholder with respect to the Charged Assets that:

6.1.1 Negative Pledge

it shall not, except as expressly permitted by the Facility Agreement, create or attempt to create or permit to subsist or arise any Security on, over or affecting the Charged Assets or any part of them;

6.1.2 Disposals

it shall not dispose of the Charged Assets or any part of them or agree so to do except in the case of disposals which are expressly permitted by the Facility Agreement;

6.1.3 Subsequent Charges

subject to Clause 6.1.1 (*Negative Pledge*), it shall procure that any Security created by it after the date of this Deed (otherwise than in favour of the Noteholder) shall be expressed to be subject to this Deed; and

6.1.4 Deposit of Title Documents

it shall deposit with the Noteholder or its nominee all deeds and documents of title relating to the Charged Assets provided that in the case of deeds or documents of title relating to Real Property, it shall ensure that such deeds and documents of title are held either by the Noteholder or to the order of the Noteholder by a firm of solicitors approved by the Noteholder for that purpose.

6.2 Notices of Charge and/or Assignment

6.2.1 Each Chargor shall forthwith give notice to any bank or financial institution where any Account is held in the form set out in Part A of Schedule 3 (*Notices*) and shall use all reasonable endeavours to procure that each such bank or financial institution acknowledges such notice to the Noteholder in the form set out in Part B of Schedule 3 (*Notices*).

6.2.2 Each Chargor shall forthwith give notice to each other party to a Development Document in the form set out in Part C of Schedule 3 (*Notices*) and shall use all reasonable endeavours to procure that each such person acknowledges such notice to the Noteholder in the form set out in Part D of Schedule 3 (*Notices*).

6.2.3 Each Chargor shall, if an Event of Default is continuing, deliver to the Noteholder and serve on any debtor or other person as required by the Noteholder:

(A) notices of assignment in respect of any of the other assets assigned pursuant to this Deed (including any of the contracts referred to in Clause 3.2 (*Assignments*)) and shall use all reasonable endeavours to procure that each notice is acknowledged by any debtor specified by the Noteholder; and

(B) notices of charge in respect of any of the assets charged pursuant to this Deed and shall use all reasonable endeavours to procure that each notice is acknowledged by any debtor specified by the Noteholder.

6.2.4 The notices of charge and/or assignment and/or acknowledgement referred to in Clause 6.2.3 shall be in a form substantially similar to those contained in Schedule 3 (*Notices*) or such other form as the Noteholder may require (acting reasonably).

6.2.5 Each Chargor shall forthwith give notice to the relevant insurer in respect of any Insurance Policies in the form set out in Part E of Schedule 3 (*Notices*) and shall use all reasonable endeavours to procure that each such insurer acknowledges

such notice to the Noteholder in the form set out in Part F of Schedule 3 (*Notices*).

6.3 **Intellectual Property Rights**

Each Chargor shall, if requested by the Noteholder, execute all such documents and do all such acts as the Noteholder may reasonably require to record the interests of the Noteholder in any registers relating to registered Intellectual Property Rights.

7. **REAL PROPERTY UNDERTAKINGS**

7.1 **Statutory Power of Leasing**

In relation to Real Property, each Chargor agrees that, unless it has the prior written consent of the Noteholder (or the same is otherwise expressly permitted in accordance with the Facility Agreement), it shall not exercise the statutory power of leasing and/or accepting surrenders of leases conferred on mortgagors and further agrees that the Noteholder may grant or accept surrenders of leases without restriction.

7.2 **Registration and Notifications**

Each Chargor shall:

7.2.1 without prejudice to clause 21.4 (*Disposals*) or clause 22.2 (*Occupational Leases*) of the Facility Agreement, immediately notify the Noteholder of any contract, conveyance, transfer or other disposition for the acquisition by any Chargor of the legal or beneficial interest in any Real Property; and

7.2.2 make an application to the Chief Land Registrar on Form RX1 for the registration against the registered titles (if any) specified in Part 1 of Schedule 2 (*Details of Secured Property*) (and any unregistered properties subject to compulsory first registration at the date of this Deed and any other Real Property from time to time including a registered title) of the following restriction:

"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 MAREF Loan Limited Partnership acting by its general partner MAREF Loan GP Limited referred to in the charges register or their conveyancer."

8. **UNDERTAKINGS AS TO INVESTMENTS AND SHARES**

8.1 **Transfer forms and title**

Each Chargor shall deposit with the Noteholder or its nominee:

8.1.1 stock transfer forms or other instruments of transfer relating to the Investments and the Shares duly completed to the Noteholder's satisfaction; and

8.1.2 such other documents necessary for the purpose of the Noteholder perfecting its title to the Investments or the Shares or for the purpose of vesting the same in itself, its nominee or any purchaser or presenting the same for registration at any time.

8.2 **Registration of transfers**

If required by the Noteholder, each Chargor shall procure that all Investments and Shares which are in registered form are duly registered in the name of the Noteholder or its nominee once a transfer relating to those Investments and the Shares is presented for that purpose.

8.3 **Clearance Systems etc**

Each Chargor shall, when requested by the Noteholder, instruct any clearance system, settlement system, custodian or similar person to transfer any Investments then held by any such person for the account of that Chargor to the account of the Noteholder or its nominee with such clearance system (or as otherwise required by the Noteholder).

8.4 **Calls**

Each Chargor:

- 8.4.1 shall not, without the consent in writing of the Noteholder, acquire any Investments or Shares unless they are fully paid; and
- 8.4.2 shall duly and promptly pay all calls, instalments or other payments which may be due and payable in respect of any Investments or Shares and, for the avoidance of doubt, no Secured Party shall incur any liability in respect of any amounts due from any Chargor in respect of any Investments or Shares.

8.5 **Dividends**

The Noteholder (or its nominee) shall hold all dividends or other monies received by it in respect of the Investments and the Shares for the account of the Chargor entitled to them and, prior to the occurrence of an Event of Default which is continuing, shall pay the same to an Account.

8.6 **Voting Rights and Other Matters**

- 8.6.1 Prior to the occurrence of an Event of Default which is continuing and save as otherwise provided in this Clause 8.6, each Chargor shall exercise (or direct the Noteholder to exercise on its behalf) all voting rights in respect of the Investments and the Shares provided that no Chargor shall exercise (or direct the exercise of) any voting rights in any manner which, in the opinion of the Noteholder, may materially prejudice the value of, or the ability of the Noteholder to realise, the security over the Investments and the Shares created pursuant to this Deed.
- 8.6.2 No Chargor shall, without the prior written consent of the Noteholder, permit or agree to any variation of the rights attaching to or conferred by any of the Investments or the Shares, participate in any rights issue, elect to receive or vote in favour of receiving any dividends other than in the form of cash or participate in any vote concerning a members voluntary winding-up or a compromise or arrangement pursuant to sections 895 – 901 of the Companies Act 2006.
- 8.6.3 At any time on or after the occurrence of an Event of Default which is continuing, the Noteholder may in such manner and on such terms as it sees fit (in the name of the relevant Chargor or otherwise and without the need for further consent from any Chargor):
 - (A) exercise (or refrain from exercising) any voting rights in respect of the Investments and the Shares; and/or
 - (B) apply all dividends and other monies arising from the Investments and the Shares in accordance with Clause 16 (*Application of Monies Received Under this Deed*); and/or
 - (C) without prejudice to any other provision of this Deed, transfer the Investments and the Shares into the name of a nominee or transferee of the Noteholder as the Noteholder may require; and/or

- (D) exercise (or refrain from exercising) all or any of the powers and rights conferred upon or exercisable by the legal or beneficial owner of the Investments and the Shares.

8.7 **Liability of Noteholder**

Each Chargor agrees with the Noteholder that no Secured Party nor any nominee will have any liability for:

- 8.7.1 failing to present any coupon or other document relating to any Investments or the Shares;
- 8.7.2 accepting or failing to accept any offer relating to any Investments or the Shares;
- 8.7.3 failing to attend or vote at any meetings related to any Investments or the Shares;
- 8.7.4 failing to notify a Chargor of any matters referred to in this Clause 8.7 or of any communication received in relation to any Investments or the Shares; or
- 8.7.5 any loss arising out of or in connection with the exercise or non-exercise of any rights or powers attaching or accruing to the Investments or the Shares or which may be exercised by the Noteholder or any nominee of the Noteholder under this Deed (whether or not on sale or other realisation of the Investments a better price could have or might have been obtained by either deferring or advancing the date of sale or realisation or otherwise) unless such loss is caused by the Noteholder's gross negligence or wilful misconduct.

8.8 **Nominees**

Each Chargor represents and warrants that it has not and undertakes to the Noteholder that it shall not appoint any nominee to exercise or enjoy all or any of its rights in relation to the Investments or the Shares.

8.9 **Transfer and registration**

- 8.9.1 Each Chargor represents and warrants in favour of each of the Secured Parties that, during the Security Period, the Investments and the Shares are and shall be free from any restrictions as to transfer or registration.
- 8.9.2 Each Chargor represents and warrants in favour of each of the Secured Parties that no company whose shares are subject to the Security purported to be created under this Deed keeps information in respect of its members on the central register kept by the Registrar at Companies House, and undertakes to each of the Secured Parties that it shall procure that, during the Security Period, no company whose shares are subject to the Security purported to be created under this Deed keeps information in respect of its members on the central register kept by the Registrar at Companies House.

9. **UNDERTAKINGS AS TO CHARGE OVER BOOK AND OTHER DEBTS**

9.1 **Realisation of Debts**

During the Security Period, each Chargor undertakes with reference to the Debts:

- 9.1.1 to collect the Debts when due and in the ordinary course of its business and (prior to the payment into the account specified in Clause 9.1.3) to hold the proceeds of those Debts on trust for the Noteholder;
- 9.1.2 not, without the prior consent in writing of the Noteholder (such consent not to be unreasonably withheld or delayed), to sell, factor, discount, charge, assign, declare a trust over or otherwise dispose of or release, exchange, compound, set

off or grant time or indulgence or otherwise deal with all or any of the Debts in favour of any other person or purport to do so;

- 9.1.3 to pay into an account in accordance with the terms of the Facility Agreement or otherwise as the Noteholder may direct all monies which that Chargor may receive in respect of the Debts; and
- 9.1.4 save to the extent that the Noteholder otherwise agrees in writing or as permitted by the Facility Agreement not to withdraw any amounts (whether in the nature of principal or interest) standing to the credit of the account referred to in Clause 9.1.3.

10. **RIGHTS OF THE NOTEHOLDER**

10.1 **Enforcement**

At any time on or after the occurrence of an Event of Default which is continuing, the security created pursuant to this Deed shall be immediately enforceable and the Noteholder may in its absolute discretion and without notice to any Chargor or the prior authorisation of any court:

- 10.1.1 enforce all or any part of the security created by this Deed and take possession of or dispose of all or any of the Charged Assets in each case at such times and upon such terms as it sees fit; and
- 10.1.2 whether or not it has appointed a Receiver, exercise all of the powers, authorities and discretions:
 - (A) conferred from time to time on mortgagees by the LPA (as varied or extended by this Deed) or by law; and
 - (B) granted to a Receiver by this Deed or from time to time by law.

10.2 **Restrictions on Consolidation of Mortgages**

Section 93 of the LPA shall not apply to this Deed or to any sale made under it. The Noteholder shall have the right to consolidate all or any of the security created by or pursuant to this Deed with any other security in existence at any time. Such power may be exercised by the Noteholder at any time on or after the occurrence of an Event of Default which is continuing. Each Chargor hereby consents to the Noteholder making an application to the Chief Land Registrar on Form CC for registration against the registered titles (if any) specified in Schedule 1 (*Real Property*) (and any unregistered properties subject to compulsory first registration at the date of this Deed and any other Real Property from time to time including a registered title) of the right to consolidate.

10.3 **Restrictions on Exercise of Power of Sale**

Section 103 of the LPA shall not apply to this Deed and the power of sale arising under the LPA shall arise on the date of this Deed (and the Secured Liabilities shall be deemed to have become due and payable for that purpose). The power of sale and other powers conferred by section 101 of the LPA as varied or extended by this Deed and those powers conferred (expressly or by reference) on a Receiver shall be immediately exercisable by the Noteholder at any time on or after the occurrence of an Event of Default which is continuing.

10.4 **Leasing Powers**

The restrictions contained in sections 99 to 100 of the LPA shall not apply to restrict the rights of the Noteholder or any Receiver under this Deed. The statutory powers of leasing may be exercised by the Noteholder upon and following the occurrence of an Event of Default which is continuing and the Noteholder and any Receiver may make any lease or

agreement for lease and/or accept any surrenders of leases and/or grant options on such terms as it sees fit without the need to comply with the aforementioned restrictions.

10.5 **No Prior Notice Needed**

The powers of the Noteholder set out in Clauses 10.2 (*Restrictions on Consolidation of Mortgages*) to 10.4 (*Leasing Powers*) may be exercised by the Noteholder without prior notice to any Chargor.

10.6 **Right of Appropriation**

10.6.1 Without prejudice to the other provisions of this Deed, to the extent that any of the Charged Assets constitute "financial collateral", and this Deed and the obligations of any of the Chargors hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003/3226) (the "**Regulations**")), the Noteholder shall at any time on and after the occurrence of an Event of Default which is continuing have the right to appropriate all or any part of those Charged Assets in or towards discharge of the Secured Liabilities. For this purpose, the parties agree that the value of any such Charged Assets so appropriated shall be the market price of such Charged Assets at the time the right of appropriation is exercised as determined by the Noteholder by reference to such method or source of valuation as the Noteholder may select, including by independent valuation. The parties agree that the methods or sources of valuation provided for in this Clause, or selected by the Noteholder in accordance with this Clause shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

10.6.2 The Noteholder shall notify the Chargors as soon as reasonably practicable of the exercise of its right of appropriation as regards such of the Charged Assets as are specified in such notice.

11. **EXONERATION**

11.1 **Exoneration**

No Secured Party shall, nor shall any Receiver, by reason of it or the Receiver entering into possession of the Charged Assets, be liable to account as mortgagee in possession or be liable for any loss or realisation or for any default or omission for which a mortgagee in possession might be liable; but every Receiver duly appointed by the Noteholder under this Deed shall for all purposes be deemed to be in the same position as a receiver duly appointed by a mortgagee under the LPA save to the extent that the provisions of that Act are varied by or are inconsistent with the provisions of this Deed when the provisions of this Deed shall prevail and every such Receiver and the Noteholder shall in any event be entitled to all the rights, powers, privileges and immunities conferred by the LPA on mortgagees and receivers duly appointed under the LPA.

11.2 **Indemnity**

The Noteholder and every Receiver, attorney, delegate, manager, agent or other person appointed by the Noteholder hereunder shall be entitled to be indemnified out of the Charged Assets or any part thereof in respect of all liabilities and expenses incurred by it or them in the execution of any of the powers, authorities or discretions vested in it or them pursuant to this Deed and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Assets or any part of them. The Noteholder and any such Receiver may retain and pay all sums in respect of which it is indemnified out of any monies received by it under the powers conferred by this Deed.

12. **APPOINTMENT OF RECEIVER OR ADMINISTRATOR**

12.1 **Appointment**

12.1.1 At any time on or after the occurrence of an Event of Default which is continuing, or at the request of a Chargor or its directors, the Noteholder may, without prior notice to the Chargors, in writing (under seal, by deed or otherwise under hand) appoint:

- (A) a Receiver in respect of the Charged Assets or any part thereof and may in like manner from time to time (and insofar as it is lawfully able to do) remove any Receiver and appoint another in their stead; or
- (B) one or more persons to be an Administrator in accordance with paragraph 14 of Schedule B1 to the Insolvency Act 1986.

12.1.2 Nothing in Clause 12.1.1 shall restrict the exercise by the Noteholder of any one or more of the rights of the Noteholder under Schedule B1 to the Insolvency Act 1986 and the rules thereunder or at common law.

12.2 **More than one Receiver**

Where more than one Receiver is appointed, each joint Receiver shall have the power to act severally, independently of any other joint Receiver, except to the extent that the Noteholder may specify to the contrary in the appointment.

12.3 **Receiver as agent**

A Receiver shall be the agent of each Chargor which shall be solely responsible for their acts or defaults and for their remuneration. No Receiver shall at any time act as agent of any Secured Party.

12.4 **Receiver's Remuneration**

A Receiver shall be entitled to remuneration for their services at a rate to be determined by the Noteholder from time to time (and without being limited to any maximum rate specified by any statute or statutory instrument).

12.5 **Actions of the Administrator**

Save as provided for in statute or as otherwise agreed in writing by the relevant Secured Party, no Secured Party shall have any liability for the acts or omissions of an Administrator.

13. **RECEIVER'S POWERS**

13.1 **Powers**

A Receiver shall have (and be entitled to exercise) in relation to the Charged Assets over which they are appointed the following powers (as the same may be varied or extended by the provisions of this Deed):

- 13.1.1 all of the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- 13.1.2 all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA;
- 13.1.3 all the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which any Chargor itself could do or omit to do; and

- 13.1.4 the power to do all things which, in the opinion of the Receiver, are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Receiver pursuant to this Deed or upon receivers by statute or law generally (including the bringing or defending of proceedings in the name of, or on behalf of, any Chargor; the collection and/or realisation of Charged Assets in such manner and on such terms as the Receiver sees fit; and the execution of documents in the name of any Chargor (whether under hand, or by way of deed or by utilisation of the company seal of any Chargor).

13.2 **Powers may be Restricted**

The powers granted to a Receiver pursuant to this Deed may be restricted by the instrument (signed by the Noteholder) appointing them but they shall not be restricted by any winding-up or dissolution of any Chargor.

14. **PROTECTION OF PURCHASERS**

14.1 **Absence of Enquiry**

No person or persons dealing with the Noteholder or any Receiver shall be concerned to enquire whether any event has happened upon which any of the powers in this Deed are or may be exercisable or otherwise as to the propriety or regularity of any exercise of such powers or of any act purporting or intended to be an exercise of such powers or whether any amount remains secured by this Deed. All the protections to purchasers and persons dealing with receivers contained in sections 104, 107 and 109(4) of the LPA shall apply to any person purchasing from or dealing with the Noteholder or any such Receiver.

14.2 **Receipt: Conclusive Discharge**

The receipt of the Noteholder or any Receiver shall be a conclusive discharge to any purchaser of the Charged Assets.

15. **POWER OF ATTORNEY AND DELEGATION**

15.1 **Power of Attorney: General**

- 15.1.1 Each Chargor hereby irrevocably and by way of security for the performance of its obligations under this Deed, appoints the Noteholder, each Receiver and each Delegate severally to be its attorney in its name and on its behalf and as its act and deed:

(A) following an Event of Default that is continuing, to execute and deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf; and

(B) to do or cause to be done all acts and things that the Chargor is obliged to do but has failed to do in the applicable time period,

in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of any Chargor under or pursuant to this Deed or generally for enabling the Noteholder or any Receiver to exercise the respective powers conferred on them under this Deed or by law. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 15.1 (*Power of Attorney: General*).

15.2 **General Delegation**

The Noteholder and any Receiver shall have full power to delegate the powers, authorities and discretions conferred on it or them by this Deed (including the power of attorney) on such terms and conditions as it or they shall see fit which shall not preclude exercise of

those powers, authorities or discretions by it or them or any revocation of the delegation or any subsequent delegation.

16. APPLICATION OF MONIES RECEIVED UNDER THIS DEED

Any monies received by any Secured Party in connection with the enforcement of the Security created by this Deed shall, subject to the repayment of any claims having priority to this Deed and to any applicable statutory requirement as to (i) the payment of preferential debts or (ii) the payment of unsecured creditors in accordance with section 176A of the Insolvency Act 1986, be applied for the following purposes and in the following order of priority:

- 16.1 in satisfaction of all costs, charges, expenses, payments and liabilities (including payments made in accordance with paragraphs (i), (ii) and (iii) of section 109(8) of the LPA) made or incurred by the Noteholder or the Receiver (including any interest thereon at the rate set out in clause 9.4 (*Default interest*) of the Facility Agreement, both before and after judgment from the date on which they were made or incurred until the date on which they were irrevocably paid in full) and of remuneration to the Receiver in such order as the Noteholder shall in its absolute discretion decide;

- 16.2 in accordance with clause 28 (*Application of proceeds*) of the Facility Agreement; and

- 16.3 the surplus, if any, shall be paid to the relevant Chargor or other person or persons entitled to it;

save that the Noteholder may credit any monies received under this Deed to a suspense account for so long and in such manner as the Noteholder may from time to time determine and the Receiver may retain the same for such period as he and the Noteholder consider appropriate.

17. RELEASE OF SECURITY

17.1 Release

At the end of the Security Period, the Noteholder shall, at the request and cost of each Chargor, execute (or procure the execution by its nominee) and do all such deeds, acts and things as are necessary to release and/or reassign the Charged Assets from the security created by or in accordance with this Deed.

17.2 Avoidance of Payments

- 17.2.1 No amount paid, repaid or credited to a Secured Party shall be deemed to have been irrevocably paid if the Secured Party considers that the payment or credit of such amount is capable of being avoided or reduced because of any laws applicable on bankruptcy, insolvency, liquidation or any similar laws.

- 17.2.2 If any amount paid, repaid or credited to a Secured Party is avoided or reduced because of any laws applicable on bankruptcy, insolvency, liquidation or any similar laws then any release, discharge or settlement between that Secured Party and the Chargors shall be deemed not to have occurred and the Secured Party shall be entitled to enforce this Deed subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

18. AMOUNTS PAYABLE

All monies received or held by a Secured Party or a Receiver under this Deed in a currency other than the currency in which the Secured Liabilities are denominated may from time to time be sold for such one or more of the currencies in which the Secured Liabilities are denominated. Each Chargor shall indemnify the relevant Secured Party against the full cost (including all costs, charges and expenses) incurred in relation to such sale. No

Secured Party nor any Receiver shall have any liability to any Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such sale.

19. POWER OF SEVERANCE

In the exercise of the powers conferred by this Deed, a Secured Party may sever and sell plant, machinery or other fixtures separately from the property to which they may be annexed and the Secured Party may apportion any rent or other amount without the consent of the Chargors.

20. NEW ACCOUNTS

If a Secured Party receives notice of any subsequent charge or other interest affecting any part of the Charged Assets (the date of receipt of such notice being the "**Notice Date**") it may, without prejudice to its rights under this Deed, open a fresh account or accounts with each Chargor and continue any existing account in the name of any Chargor and may appropriate to any such fresh account any monies paid in, received or realised for the credit of any Chargor after that time without being under any obligation to apply the same or any part of them in discharge of any of the Secured Liabilities. If a Secured Party fails to open a fresh account, it will be deemed to have done so and any monies received or realised after the Notice Date will not reduce the Secured Liabilities outstanding on the Notice Date.

21. MISCELLANEOUS

21.1 The Chargors

This Deed is binding on the successors and assigns of each Chargor.

21.2 Assignment and Transfer

21.2.1 No Chargor may assign any of its rights or transfer any of its rights or obligations under this Deed.

21.2.2 The Noteholder may assign and transfer all or any part of its rights and obligations under this Deed to a replacement noteholder appointed pursuant to the terms of the Facility Agreement. Such replacement noteholder will, from the date of such assignment or transfer, be the noteholder for the Secured Parties under this Deed instead of the previous noteholder.

21.3 Property

This Deed is and will remain the property of the Noteholder.

21.4 Continuing Security

This Deed shall be a continuing security and shall not be discharged by any intermediate payment or satisfaction of the whole or any part of the Secured Liabilities.

21.5 Additional Security

This Deed shall be in addition to and not be affected by any other security or guarantee now or hereafter held by a Secured Party for all or any part of the Secured Liabilities nor shall any such other security or guarantee of liability to a Secured Party of or by any person not a party to this Deed be in any way impaired or discharged by this Deed nor shall this Deed in any way impair or discharge such other security or guarantee.

21.6 Variation of Security

This Deed shall not in any way be affected or prejudiced by a Secured Party at any time dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any security or guarantee referred to in Clause 21.5 (*Additional Security*) or any rights which a

Secured Party may at any time have or giving time for payment or granting any indulgence or compounding with any person whatsoever.

21.7 Enforcement of Other Security

No Secured Party shall be obliged to enforce any other Security it may hold for the Secured Liabilities before enforcing any of its rights under this Deed.

21.8 Redemption of Prior Incumbrances

The Noteholder may redeem or take a transfer of any prior Security over the Charged Assets and may agree the accounts of prior incumbrancers. An agreed account shall be conclusive and binding on the Chargors. Any amount paid in connection with such redemption or transfer (including expenses) shall be paid on demand by the Chargors to the Noteholder and until such payment shall form part of the Secured Liabilities.

21.9 Costs and Expenses

Each Chargor shall, within five Business Days of demand, reimburse each Secured Party and any attorney, manager, agent or other person appointed by the Noteholder under this Deed for all costs and expenses (including legal fees):

21.9.1 reasonably incurred by that Secured Party, Receiver, attorney, manager, agent or other person in connection with the completion of the transactions and perfection of the security created or contemplated by this Deed; and

21.9.2 incurred by that Secured Party, Receiver, attorney, manager, agent or other person in connection with the enforcement of or attempted enforcement of the security created or contemplated by, or the preservation of any rights under, this Deed,

in each case with any applicable VAT.

21.10 Obligations Joint and Several

The obligations of the Chargors under this Deed are joint and several.

21.11 Further advances

21.11.1 The Noteholder must perform its obligations under the Facility Agreement (including any obligation to make available further advances).

21.11.2 Each Chargor hereby consents to the Noteholder making an application to the Chief Land Registrar on Form CH2 for the registration against the registered titles (if any) specified in Part 1 of Schedule 2 (*Details of Secured Property*) (and any unregistered properties subject to compulsory first registration at the date of this Deed and any other Real Property from time to time including a registered title) of the obligation to make further advances.

21.12 Non-competition on enforcement

Unless the Noteholder otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Deed or enforcement of the Security created by this Deed:

21.12.1 to be indemnified by any Obligor (including any rights it may have by way of subrogation);

21.12.2 to claim any contribution from any guarantor of any Obligor of the obligations under the Finance Documents;

21.12.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of the Noteholder or any of the other Secured Parties

under any Finance Document or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents;

21.12.4 to claim, rank, prove or vote as a creditor of any Obligor or its estate in competition with the Noteholder or any of the other Secured Parties; and/or

21.12.5 receive, claim or have the benefit of any payment, distribution or security from or on account of any Obligor, or exercise any right of set-off against any Obligor.

22. **LAW**

This Deed and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

IN WITNESS whereof this Deed has been duly executed and delivered as a deed on the date first above written.

SCHEDULE 1**CHARGORS**

Name	Country of incorporation/formation	Registered number
Audley Willicombe Limited	England and Wales	04166444
Audley Willicombe Management Limited	England and Wales	06208889
Audley Group Developments 2 Ltd	England and Wales	10965370
Audley Mote Management Limited	England and Wales	06105641
Audley St Elphins Limited	England and Wales	05467429
Audley St Elphins Management Limited	England and Wales	06105657
Audley Clevedon Limited	England and Wales	05605046
Audley Clevedon Management Limited	England and Wales	06105652
Audley Inglewood Limited	England and Wales	05565010
Audley Inglewood Management Limited	England and Wales	06105645
Audley Binswood Limited	England and Wales	06435371
Audley Binswood Management Limited	England and Wales	08275524
Audley Redwood Limited	England and Wales	09261039
Audley Redwood Management Limited	England and Wales	09636958
Audley Homewood Limited	England and Wales	10871443

SCHEDULE 2**DETAILS OF SECURED PROPERTY****PART 1****REAL PROPERTY**

No.	Property	Chargor	Address	Tenure	Title number
1.	Binswood Hall	Audley Binswood Limited	Binswood Hall, Binswood Avenue, Leamington Spa (CV32 5SF)	Freehold	WK425512
2.	Homewood	Audley Homewood Limited	19 Kenilworth Road, Leamington Spa (CV32 5TN)	Freehold	WK394463
3.	Inglewood	Audley Inglewood Limited	Inglewood Health Hydro, Templeton Road, Kintbury, Hungerford RG17 9SW	Freehold	BK112042
4.	Willicombe	Audley Willicombe Limited	Land lying to the north of Pembury Road and to the west of Sandhurst Road, Tunbridge Wells	Freehold	K823426
5.	Clevedon	Audley Clevedon Limited	Wharfedale Grange, The Drive, Ben Rhydding, Ilkley Land lying to the South West of Ben Rhydding Drive, Ilkley Land lying to the South East of Ben Rhydding Drive, Burley-in-Wharfedale	Freehold	WYK150278 WYK431089 and WYK423442.
6.	Mote House	Audley Group Developments 2 Ltd	Land and buildings known as 1 to 23 (inclusive) Garden Walk, Gardener's Cottage, Mote House, Mote Park Sailing Club and Pear Tree Cottage, Mote Park, Maidstone	Leasehold	K919925
7.	St Elphin's	Audley St Elphins Limited	Land and buildings known as St Elphins School, Darley Dale, Matlock, DE4 2HA and Grove Cottage, Dale Road South, Matlock, DE4 3 BP	Freehold	DY393862, DY438672, DY402150 and DY439482
8.	Redwood	Audley Redwood Limited	Land and buildings known as Redwood Hotel and Country Club, Beggar Bush Lane, Failand, Bristol BS8 3TG	Freehold	ST142911

PART 2
BANK ACCOUNTS

Name of Chargor	Name or designation of Bank Account	Account number	Sort Code	Name of institution and branch at which Bank Account held
Audley Willicombe Limited	Current account	██████	██████	██████████
Audley Willicombe Management Limited	Current account	██████	██████	██████████
Audley St Elphins Limited	Current account	██████	██████	██████████
Audley St Elphins Management Limited	Current account	██████	██████	██████████
Audley Redwood Limited	Current account	██████	██████	██████████
Audley Redwood Management Limited	Current account	██████	██████	██████████
Audley Mote Management Limited	Current account	██████	██████	██████████
Audley Inglewood Limited	Current account	██████	██████	██████████
Audley Inglewood Management Limited	Current account	██████	██████	██████████
Audley Clevedon Management Limited	Current account	██████	██████	██████████
Audley Clevedon Limited	Current account	██████	██████	██████████
Audley Binswood Limited	Current account	██████	██████	██████████
Audley Binswood Management Limited	Current account	██████	██████	██████████
Audley Homewood Limited	Current account	██████	██████	██████████

**PART 3
INSURANCES**

Name of Chargor	Brief description of policy, including policy number	Date of policy	Insurance company or underwriter (including address for service of notices)
Audley Binswood limited Audley St Elphins Limited Audley Clevedon Limited Audley Clevedon Management Limited Audley Willicombe Limited Audley Inglewood Limited Audley Willicombe Management Limited Audley St Elphins Management Limited Audley Inglewood Management Limited Audley Binswood Management Limited Audley Mote Management Limited Audley Homewood Limited Audley Redwood Limited Audley Redwood Management Limited Audley Group Developments 2 Ltd	Commercial Combined Insurance Policy Policy Number 100537619CCI	9 February 2023	Aviva Insurance Limited St Helens, 1 Undershaft, London, EC3P 3DQ Attention: Jacqueline Grant Aston Lark Limited (Maidstone) Eclipse Park, Sittingbourne Road, Maidstone, ME14 3EN

SCHEDULE 3

NOTICES

PART A

NOTICE TO ACCOUNT BANK

[On the letterhead of the relevant Chargor]

To: [Account Bank]

[Date]

Dear [name/job title of individual],

**Security Agreement dated [] between [] and others
and [the Noteholder] (the "Security Agreement")**

We hereby give you notice that under the Security Agreement we have charged (by way of a first fixed charge) in favour of [the Noteholder] (the "**Noteholder**") all our rights in respect of any amount moneys standing to the credit of any account maintained by us with you (the "**Accounts**").

We irrevocably instruct and authorise you to:

- (a) disclose to the Noteholder any information relating to any Account requested from you by the Noteholder;
- (b) comply with the terms of any written notice or instruction relating to any Account received by you from the Noteholder; and
- (c) pay or release any sum standing to the credit of any Account in accordance with the written instructions of the Noteholder.

We acknowledge that you may comply with the instructions in this letter without any further permission from us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Noteholder.

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Noteholder at [insert address], Attention: [] with a copy to us.

Yours faithfully,

.....
(Authorised signatory)

[the relevant Chargor]

PART B

ACKNOWLEDGEMENT OF ACCOUNT BANK

[On the letterhead of the Account Bank]

To: [the Noteholder]
Attention: []
Copy: [the relevant Chargor]

[Date]

Dear [name/job title of individual],

**Security Agreement dated [] between [] and others
and [the Noteholder] (the "Security Agreement")**

We confirm receipt from [name of the relevant Chargor] (the "**Chargor**") of a notice dated [] of a charge upon the terms of the Security Agreement over all the rights of the Chargor to any amount standing to the credit of any of the Chargor's accounts with us (the "**Accounts**").

We confirm that we:

- (a) accept the instructions contained in the notice and agree to comply with the notice;
- (b) have not received notice of the interest of any third party in any Account;
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Account; and
- (d) will not permit any amount to be withdrawn from any Account without your prior written consent (or, in the case of the Account designated the General Account if you notify us that a Default is outstanding under the Facility Agreement (as defined in the Security Agreement)).

The Accounts maintained with us are:

[Specify accounts and account numbers]

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

Yours faithfully,

.....
(Authorised signatory)

[Account Bank]

PART C

NOTICE TO RELEVANT CONTRACTING PARTY IN RELATION TO THE DEVELOPMENT DOCUMENTS

[On the letterhead of the relevant Chargor]

To: [Relevant Contracting Party]

[Date]

Dear [name/job title of individual],

Re: [Property]

**Security Agreement dated [] between [] and others
and [the Noteholder] (the "Security Agreement")**

We refer to the [description of relevant Development Document] dated [] and made between [] and [] (the "**Assigned Contract**").

This letter constitutes notice to you that under the Security Agreement we assigned in favour of [name of the Noteholder] (the "**Noteholder**") all our rights, title and interest in the Assigned Contract.

We irrevocably instruct and authorise you:

- (a) to pay any amount payable by you under the Assigned Contract to our account with the Noteholder at [], Account No. [], Sort Code [] (the "**Proceeds Account**");
- (b) notwithstanding the assignment referred to above or the making of any payment by you to the Noteholder pursuant to it, we shall remain liable under the Assigned Contract to perform all of the obligations assumed by us under the Assigned Contract and neither the Noteholder nor any receiver, delegate or sub-delegate appointed by it shall at any time be under any obligation or liability to you under or in respect of the Assigned Contract;
- (c) we shall not and you agree that we shall not vary or waive (or agree to vary or waive) any provision of the Assigned Contract or exercise any right to rescind or terminate the Assigned Contract without the prior written consent of the Noteholder but otherwise we shall be entitled to exercise all our rights, powers and discretions under the Assigned Contract until you receive written notice from the Noteholder to the contrary, in which event all rights, powers and discretions shall be exercisable by the Noteholder or as it directs;
- (d) unless otherwise directed by the Noteholder, you shall furnish or disclose to the Noteholder in addition to us all notices, matters or things required under the Assigned Contract to be furnished or disclosed to us and all such information as it may require from time to time in connection with the Assigned Contract, without further authority from us and without any obligation by you to enquire as to the purpose or justification for such disclosure.

The instructions in this letter apply until you receive notice from the Noteholder to the contrary and notwithstanding any previous instructions given by us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Noteholder.

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Noteholder at [], Attention: [].

Yours faithfully,

For

[relevant Chargor]

PART D

ACKNOWLEDGEMENT OF RELEVANT CONTRACTING PARTY

To: [the Noteholder]

Attention: []

[Date]

Dear [name/job title of individual],

Re: [Property]

**Security Agreement dated [] between [] and others
and [the Noteholder] (the "Security Agreement")**

We confirm receipt from [name of the relevant Chargor] (the "**Chargor**") of a notice dated [] (the "**Notice**") in relation to the Assigned Contract (as defined in the Notice).

We accept the instructions contained in the Notice.

We confirm that we:

- (a) have not received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Assigned Contract (as defined in the Notice);
- (b) must pay all monies payable by us under the Assigned Contract into the Proceeds Account (as defined in the Notice); and
- (c) must continue to pay those monies into the Proceeds Account until we receive your written instructions to the contrary.

We further undertake that we will not exercise any right to rescind or terminate the Assigned Contract without giving at least [•] days prior written notice (a "**Termination Notice**") to you that such right has arisen and further agree that if the Chargor or the Noteholder or any person on its behalf remedies the event or circumstances giving rise to such right within [•] days of receipt of that Termination Notice, we will no longer be entitled to exercise that right and we will continue to perform our obligations under the Assigned Contract as if such right had not arisen.

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

Yours faithfully,

.....

For

[]¹

¹ HSF Note. TBC pending confirmation from Eversheds of construction package

PART E
NOTICE TO INSURER

To: [Insurer]

[Date]

Dear [name/job title of individual],

**Security Agreement dated [] between [] and others and [the Noteholder]
(the "Security Agreement")**

We hereby give you notice that under the Security Agreement we assigned to [*the Noteholder*] (the "**Noteholder**") all our rights to and title and interest from time to time in, to and under insurance policy number[s] [•] effected by us or whomsoever in relation to the properties listed in the Schedule hereto (including all moneys payable thereunder, proceeds of all claims, awards and judgments) and all other insurances entered into supplemental to or in replacement of such policy[ies] of insurance (the "**Policy[ies]**").

We irrevocably instruct and authorise you to pay all payments [in each case in excess of [•] per property in any one year] under or arising under the Policy[ies] to the account called [Chargor – Insurance Proceeds Account], at [Bank], account number [•] sort code [•]. It is very important that you make all immediate arrangements for all such sums payable by you under the Policy[ies] to be paid to this account.

Please note that:

1. all remedies provided for under the Policy[ies] or available at law or in equity are exercisable by the Noteholder;
2. all rights to compel performance of the Policy[ies] are exercisable by the Noteholder; and
3. all rights, interests and benefits whatsoever accruing to or for our benefit arising under the Policy[ies] belong to the Noteholder.

We will remain liable to perform all our obligations under the Policy[ies] and the Noteholder is under no obligation of any kind whatsoever under the Policy[ies] nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Policy[ies].

The instructions in this letter may not be revoked or amended without the prior written consent of the Noteholder.

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Noteholder at [], Attention [].

Yours faithfully,

.....

(Authorised signatory)

[the relevant Chargor]

**SCHEDULE
PROPERTIES**

PART F
ACKNOWLEDGEMENT OF INSURER

To: [Noteholder]
Attention: []

[Date]

Dear [name/job title of individual],

**Security Agreement dated [] between [] and others and [the
Noteholder] (the "Security Agreement")**

We confirm receipt from [name of relevant Chargor] (the "**Chargor**") of a notice dated [•] of an assignment upon the terms of the Security Agreement to [name of Noteholder] (the "**Noteholder**") of the Chargor's right, interests and benefit in, to and under the Policy[ies] (as specified in that notice) to which we are a party.

We confirm that we have not received notice of any other assignment or charge of or over any of the rights, title and interests specified in such notice and will make all payments in accordance with the terms of the notice to the account specified in that notice.

We further confirm that:

1. no amendment, waiver or release of any such rights, interests and benefits will be effective without the prior written consent of the Noteholder;
2. no termination of such rights, interests or benefits will be effective unless we have given the Noteholder at least [30] days' written notice of the proposed termination and specifying the action necessary to avoid such termination;
3. the Chargor will remain liable to perform all of its obligations under the Policy[ies] and the Noteholder is under no obligation of any kind whatsoever under the Policy[ies] nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the Policy[ies]; and
4. as the Noteholder is named as composite insured, no breach or default on the part of the Chargor of any of the terms of such Policy[ies] will be deemed to have occurred unless we have given notice of such breach to the Noteholder specifying how to make good such breach.

We unconditionally and irrevocably waive all rights of set-off, lien, counter-claim and other similar rights (however described) which we may have now or in the future to the extent that such rights relate to amounts owed to us by the Chargor (and the proceeds thereof) and we will send you copies of all statements, orders and notices given by us relating to such debt.

This letter and any non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with English law.

Yours faithfully,

.....

(Authorised signatory)

[Insurer]

SIGNATURE PAGES

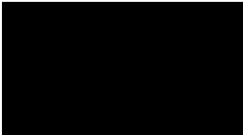
THE CHARGORS

EXECUTED as a DEED by)
AUDLEY WILLICOMBE LIMITED)
acting by M N Sanderson)
in the presence of:)



Director

Signature of witness



Name of witness
(in BLOCK CAPITALS)

CHARLES BOND
.....

Address of witness

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.....

EXECUTED as a **DEED** by)
AUDLEY WILLICOMBE)
MANAGEMENT LIMITED)
acting by MN Sanderson)
in the presence of:)


Director

Signature of witness



Name of witness
(in BLOCK CAPITALS)

CHARLES BOND
.....

Address of witness


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.....

EXECUTED as a **DEED** by)
AUDLEY GROUP DEVELOPMENTS 2)
LTD)
acting by M N Sanderson)
in the presence of:)


Director

Signature of witness



Name of witness
(in BLOCK CAPITALS)

CHARLES BOND
.....

Address of witness



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.....

EXECUTED as a **DEED** by)
AUDLEY MOTE MANAGEMENT LIMITED)
acting by M N Sanderson)
in the presence of:)


Director


Signature of witness



Name of witness
(in BLOCK CAPITALS)

CHARLES BOND
.....

Address of witness

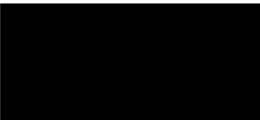

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EXECUTED as a **DEED** by
AUDLEY HOMEWOOD LIMITED

acting by M N Sanderson

in the presence of:

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)



Director

Signature of witness



Name of witness
(in BLOCK CAPITALS)

CHARLES BOND

Address of witness



EXECUTED as a **DEED** by)
AUDLEY ST ELPHINS LIMITED)
)
acting by **M N Sanderson**)
)
in the presence of:)


Director

Signature of witness



Name of witness
(in BLOCK CAPITALS)

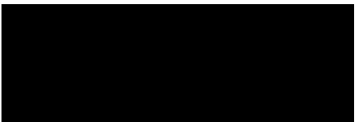
CHARLES BOND
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Address of witness

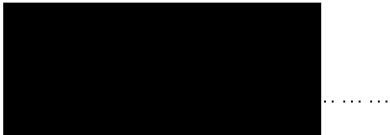


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EXECUTED as a **DEED** by)
AUDLEY ST ELPHINS MANAGEMENT)
LIMITED)
)
acting by **M N Sanderson**)
)
in the presence of:)



Signature of witness



Name of witness
(in BLOCK CAPITALS)

CHARLES BOND
.....

Address of witness

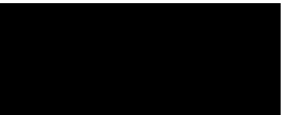
[Redacted Address]
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EXECUTED as a **DEED** by
AUDLEY CLEVEDON LIMITED

acting by M N Sanderson

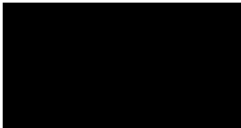
in the presence of:

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Director

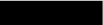
Signature of witness



Name of witness
(in BLOCK CAPITALS)

CHARLES BOND

Address of witness



EXECUTED as a **DEED** by)
AUDLEY CLEVEDON MANAGEMENT)
LIMITED)

acting by **M N Sanderson**)

in the presence of:)



Director

Signature of witness



Name of witness
(in BLOCK CAPITALS)

CHARLES BOND

Address of witness



EXECUTED as a **DEED** by)
AUDLEY INGLEWOOD LIMITED)
)
)
acting by **M N Sanderson**)
)
in the presence of:)


Director


Signature of witness

.....

Name of witness
(in BLOCK CAPITALS)

CHARLES BOND
.....

Address of witness


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EXECUTED as a DEED by)
AUDLEY INGLEWOOD MANAGEMENT)
LIMITED)

acting by Nicholas)
in the presence of:)

[Redacted Signature]
Director

Signature of witness

[Redacted Signature]

Name of witness
(in BLOCK CAPITALS)

CHARLES BOND
.....

Address of witness

[Redacted Address]
[Redacted Address]
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EXECUTED as a **DEED** by
AUDLEY BINSWOOD LIMITED

acting by M N Sanderson

in the presence of:

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)

[Redacted Signature]

Director

Signature of witness

[Redacted Signature]

Name of witness
(in BLOCK CAPITALS)

CHARLES BOND

Address of witness

[Redacted Address Line 1]

[Redacted Address Line 2]

EXECUTED as a **DEED** by
AUDLEY BINSWOOD MANAGEMENT
LIMITED

acting by M N Sanderson

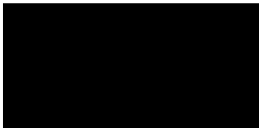
in the presence of:

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Director

Signature of witness



Name of witness
(in BLOCK CAPITALS)

CHARLES BOND

Address of witness

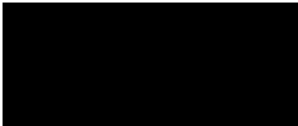


EXECUTED as a **DEED** by
AUDLEY REDWOOD LIMITED

acting by **M N Sanderson**

in the presence of:

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)



Director

Signature of witness



Name of witness
(in BLOCK CAPITALS)

CHARLES BOND

Address of witness



EXECUTED as a **DEED** by)
AUDLEY REDWOOD MANAGEMENT)
LIMITED)
)
)
acting by M N Sanderson)
)
in the presence of:)


Director



Signature of witness



Name of witness
(in BLOCK CAPITALS)

CHARLES BOND
.....

Address of witness



.....
.....
.....

THE NOTEHOLDER

SIGNED by Charles Ferguson-Davie)



for and on behalf of)

MAREF LOAN GP LIMITED)

acting in its capacity as general partner of

MAREF LOAN LIMITED PARTNERSHIP