



Registration of a Charge

Company Name: **HOME AND COMFORTS LIMITED**

Company Number: **07783953**



XBG9GI5E

Received for filing in Electronic Format on the: **07/11/2022**

Details of Charge

Date of creation: **31/10/2022**

Charge code: **0778 3953 0007**

Persons entitled: **FCAP SIX LIMITED**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **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: **BROWNE JACOBSON LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7783953

Charge code: 0778 3953 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st October 2022 and created by HOME AND COMFORTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th November 2022 .

Given at Companies House, Cardiff on 9th November 2022

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**

**SECURITY AGREEMENT – (ASSIGNMENT
OF RECEIVABLES)**

DATED
31 October 2022

BETWEEN

HOME AND COMFORTS LIMITED

and

FCAP SIX LIMITED

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THIS DEED is dated 31 October 2022 and made **BETWEEN**:

- (1) **HOME AND COMFORTS LIMITED** (registered number 07783953) whose registered office is at Ground Floor, Egerton House, 68 Baker Street, Weybridge, Surrey, United Kingdom, KT13 8AL; (the **Chargor**); and
- (2) **FCAP SIX LIMITED** (registered number 09980542) whose registered office is at 4th Floor 24 Old Bond Street, Mayfair, London, United Kingdom, W1S 4AW (the **Lender**).

BACKGROUND:

- (A) The Chargor enters into this Deed in connection with the Loan Agreement (as defined below).
- (B) The Loan Agreement is on demand and is supported by debenture security and cross guarantees and indemnities from various members of the Chargor's group.
- (C) The Lender has been asked to release some of its security within the Chargor's group to permit the sale of one of the group subsidiaries (**Release**). Entry into this Deed is a condition of Release.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

Acquisition Agreement means the asset purchase agreement between the Chargor, IGUK Support Services Limited and Castlegate 792 Limited (as sellers) and SBS Insurance Services Limited (as buyer) dated 25 March 2022

Act means the Law of Property Act 1925.

Assigned Receivables means all and any amounts owed to the Chargor under the Acquisition Agreement including (without limitation) in respect of the Second Deferred Payment and the New Claims Consideration (each as defined in the Acquisition Agreement) owed to the Chargor under the Acquisition Agreement and all interest, fees and other amounts payable to the Chargor under the Acquisition Agreement.

Buyer means SBS Insurance Services Limited (company number 03986368).

Charged Property has the meaning given to that term in the Debenture.

Debenture means the debenture between the Chargor and the Lender dated 18 April 2016 and registered at Companies House under charge code 0778 3953 0004.

Financing Document has the meaning given to that term in the Debenture.

Loan Agreement means the secured loan agreement originally dated 18 April 2016 and made between Independent Group (UK) Limited and the Lender as amended and restated pursuant to the terms of a

deed of amendment and restatement dated 20 July 2022 between (1) the Lender, (2) Independent Group (UK) Limited and (3) the Obligors (as defined therein).

Party means a party to this Deed.

Receiver means a receiver or receiver and manager or administrative receiver, in each case, appointed under this Deed.

Secured Liabilities means all present and future monies, obligations and liabilities of any kind and in any currency owed or incurred by the Chargor to the Lender, whether present or future, actual or contingent and whether owed jointly or severally, as principal or otherwise together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities, all of the Lender's costs, charges, commission and expenses.

Security Asset means any asset of the Chargor which is, or is expressed to be, subject to any Security Interest created by this Deed.

Security Interest means any charge, pledge, mortgage, lien or other security interest securing any obligations of any person or any other arrangement of any type whatsoever having the effect of conferring security or a similar effect and the term **Security Interests** shall mean all of them.

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

1.2 Construction

- (a) Capitalised terms defined in the Loan Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- (b) Unless a contrary indication appears, any reference in this Deed to:
 - (i) a **Finance Document, Financing Document** or other agreement or instrument is a reference to that Finance Document, Financing Document or other agreement or instrument as amended, restated, novated or supplemented;
 - (ii) any **rights** in respect of an asset includes:
 - (A) all amounts and proceeds paid or payable;
 - (B) all rights to make any demand or claim; and
 - (C) all powers, remedies, causes of action, security, guarantees and indemnities,
 in each case, in respect of or derived from that asset; and
 - (iii) the term **this Security** means any Security Interest created by this Deed.
- (c) Any covenant of the Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- (d) If the Lender considers that an amount paid to the Lender under a Finance Document or Financing Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.

- (e) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.
- (f) Unless the context otherwise requires in this Deed:
 - (i) a reference to a statute or statutory provision includes a reference to any subordinate legislation made under that statute or statutory provision, to any modification, re-enactment or extension of that statute or statutory provision and to any former statute or statutory provision which it consolidated or re-enacted before the date of this debenture;
 - (ii) words in the singular include the plural and in the plural include the singular;
 - (iii) a reference to a clause or Schedule is to a clause of, or Schedule to, this Deed and references to paragraphs are to paragraphs of the relevant Schedule;
 - (iv) a reference to a person shall include a reference to an individual, firm, corporation, unincorporated body of persons, or any state or any agency of a person;
 - (v) a reference to an authorisation includes an authorisation, consent, licence, approval, resolution, exemption, filing, registration and notarisation;
 - (vi) a reference to a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
 - (vii) clause, schedule and paragraph headings shall not affect the interpretation of this Deed;
 - (viii) references to this Deed and other documents referred to in it include any supplemental or collateral document to each of them or which is entered into pursuant to each of them and any document varying, supplementing, novating or replacing the same from time to time;
 - (ix) each provision shall be severable and distinct from one another;
 - (x) a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this debenture shall be binding on, and enure to the benefit of, the parties to this Deed and their respective successors, permitted assigns and permitted transferee; and
 - (xi) any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (g) For the purposes of:
 - (i) the Loan Agreement, this Deed is a Finance Document; and
 - (ii) the Debenture, this Deed is a Financing Document.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document or a Financing Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of a Finance Document or a Financing Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

2. CREATION OF SECURITY

2.1 General

- (a) All the Security Interests created under this Deed:
 - (i) is created in favour of the Lender;
 - (ii) is created over present and future assets of the Chargor;
 - (iii) is security for the payment, discharge and performance of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

2.2 Assigned Receivables

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights, title and interest in respect of the Assigned Receivables.

2.3 Covenant to Pay

The Chargor shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due.

3. RESTRICTIONS ON DEALINGS

The Chargor shall not:

- (a) create or permit to subsist any Security Interest over any Security Asset; or
- (b) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of any Security Asset,

except as expressly allowed under the Finance Documents.

4. REPRESENTATIONS AND WARRANTIES

4.1 Nature of security

The Chargor represents and warrants to the Lender that:

- (a) it is a limited liability company duly incorporated and validly existing under the laws of England and Wales;

- (b) the obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations;
- (c) without limiting the generality of clause 4.1(b), this Deed creates the security interests which it purports to create and those security interests are valid and effective;
- (d) the entry into and performance by it of, and the transactions contemplated by, this Deed, and the granting of the Security Interests under this Deed do not and will not conflict with:
 - (i) any law or regulation applicable to it; or
 - (ii) its constitutional documents.
- (e) it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed;
- (f) all authorisations required or desirable:
 - (i) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed; and
 - (ii) to make this Deed admissible in evidence in its jurisdiction of incorporation,have been obtained or effected and are in full force and effect. have been obtained or effected and are in full force and effect;
- (g) it, together with the other sellers under the Acquisition Agreement, are the only legal and beneficial owners of the Assigned Receivables;
- (h) the Assigned Receivables are free of any Security Interests (except any Security Interests permitted under the Finance Documents) and any other rights or interests in favour of third parties;
- (i) any copy of the Acquisition Agreement supplied to the Lender on or prior to the date of this Deed is true and complete and contains all provisions relating to the Assigned Receivables;

4.2 Times for making representations

- (a) The representations and warranties in this Deed (including in this clause 4) are made by the Chargor on the date of this Deed.
- (b) The representations and warranties under this Deed are deemed to be made by the Chargor by reference to the facts and circumstances then existing on each day during the Security Period.

5. ACQUISITION AGREEMENT

5.1 Preservation

The Chargor shall not, without the prior consent of the Lender:

- (a) amend or waive any term of, or terminate, the Acquisition Agreement; or

- (b) take any action or omit to do anything which may jeopardise the existence or enforceability of the Acquisition Agreement or the Chargor's entitlement to any of the Assigned Receivables or affect the Lender's interests in the Assigned Receivables.

5.2 Other undertakings

The Chargor shall irrevocably and unconditionally:

- (a) hold all and any payment that it receives in respect of any of the Assigned Receivables in trust for the Lender and the Chargor shall promptly (and in any event within 3 Business Days of receipt) notify the Lender upon the Chargor's receipt of any payment in respect of any of the Assigned Receivables;
- (b) promptly pay any such proceeds received in respect of all and any of the Assigned Receivables to such bank account of the Lender as is notified to it by the Lender (or its solicitors on its behalf) or otherwise as the Lender may direct;
- (c) acting at all times reasonably, duly and promptly perform its obligations, and diligently pursue its rights, under the Acquisition Agreement;
- (d) subject to any confidentiality constraints, supply the Lender and any Receiver with copies of the Acquisition Agreement and any information and documentation relating to the Acquisition Agreement requested by the Lender or any Receiver from time to time; and
- (e) provide the Lender, its officers, advisers and agents and any Receiver appointed under this Deed with full and prompt cooperation and assistance.

5.3 Rights

After this Security has become enforceable, the Lender may exercise in its absolute discretion, without any further consent or authority on the part of the Chargor and irrespective of any direction given by the Chargor, any of the Chargor's rights under the Acquisition Agreement and/or any of the Lender's rights under this Deed

5.4 Notices of assignment

The Chargor shall:

- (a) upon entering into this Deed, sign a notice of assignment, substantially in the form of Part 1 of Schedule 1 (Forms of notice) which shall be held by the Lender until such time as the Lender may require that it serves such notice on the Buyer;
- (b) without prejudice to clause 5.4 (a), immediately following a request from the Lender, serve a notice of assignment, substantially in the form of Part 1 of Schedule 1 (Forms of notice) on the Buyer; and
- (c) following a notice being served under this clause 5.4, use its reasonable endeavours to procure that the Buyer acknowledges that notice, substantially in the form of Part 2 of Schedule 1 (Forms of notice).

6. WHEN SECURITY BECOMES ENFORCEABLE

6.1 Event of Default

This Security shall become immediately enforceable if:

- (a) an Event of Default occurs and is continuing (or anything analogous occurs and is continuing under any document evidencing Secured Liabilities);
- (b) any of the Secured Liabilities are not paid or discharged upon its due date (whether on demand, at scheduled maturity, or by acceleration or otherwise, as the case may be) unless the Lender is satisfied that such non payment is due solely to administrative or technical delays in the transmission of funds which are not the fault of the Chargor and payment is made within two Business Days of its due date; or
- (c) the Chargor is in breach of any of its obligations under any Finance Document, this Deed or under any other agreement between the Chargor and the Lender; or
- (d) any representation or warranty made by the Chargor under any Finance Document, this Deed or in any notice, certificate, instrument or statement contemplated by or made pursuant to any Finance Document or this Deed is, or proves to be, untrue or incorrect in any material respect when made or deemed to be repeated; or
- (e) if, in relation to the Chargor:
 - (i) any indebtedness of the Chargor is not paid when due or becomes prematurely payable or capable of being prematurely declared payable or, if such indebtedness is on-demand, a demand is made in respect of that indebtedness, or any Security Interest over any assets or property of the Chargor becomes enforceable or capable of being enforced;
 - (ii) a mortgagee, chargee or other encumbrancer takes possession of the whole or any part of the Charged Property;
 - (iii) it passes any resolution or takes any corporate action, or a petition is presented or proceedings are commenced, or any action is taken by any person for its winding up, dissolution, administration or re-organisation or for the appointment of a receiver, administrative receiver, trustee or similar officer of it or of any or all of its revenues or assets;
 - (iv) any distress, execution or other process is levied or issued against any Charged Property which is not paid within seven days;
 - (v) it is unable or admits inability to pay its debts as they fall due within the meaning of section 123 Insolvency Act 1986;
 - (vi) it suspends or threatens to suspend making payments of any of its debts;
 - (vii) it convenes or holds a meeting of its creditors or commences negotiations with one or more of its creditors with a view to the general readjustment or rescheduling of all or any class of its indebtedness or gives notice to any of its creditors that it has suspended or intends to suspend payment of any of its debts;

- (viii) it has any Charged Property seized by or on behalf of creditors unless they are released from seizure within seven days;
- (ix) it proposes, or its directors make a proposal for, an arrangement or composition with or for the benefit of its creditors, including a voluntary arrangement under part I of Insolvency Act 1986;
- (x) a moratorium is declared in respect of any of its indebtedness or it obtains a moratorium in accordance with section 1A, Insolvency Act 1986 and schedule A1 to Insolvency Act 1986 in respect of its indebtedness or anything is done by it or on its behalf for the purposes of obtaining a moratorium. If a moratorium occurs, the ending of the moratorium will not remedy the occurrence of an Event of Default caused by that moratorium;
- (xi) an application is made to the court for an administration order under paragraph 12(1) of schedule B1 to Insolvency Act 1986 or notice is given of intention to appoint an administrator under paragraph 12(2) or 26 of schedule B1 to Insolvency Act 1986);
- (xii) an administration order is made under paragraph 11 of schedule B1 to Insolvency Act 1986;
- (xiii) an administrator is appointed under paragraph 14 or 22 of schedule B1 to Insolvency Act 1986;
- (xiv) it is struck off the register of companies; or
- (xv) any event occurs, under the law of any jurisdiction, which is analogous to those set in paragraphs (iii) to (xiv) (inclusive) above;
- (f) any circumstances arise which in the reasonable opinion of the Lender give grounds for belief that the Chargor may not, or may be unable to, perform or comply with any of its obligations under any Finance Document or this Deed; or
- (g) any representation, warranty or statement made or deemed to be made by the Chargor under any Finance Document or this Deed is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

6.2 Discretion

After this Security has become enforceable, the Lender may enforce all or any part of this Security in any manner it sees fit.

6.3 Statutory powers

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, shall be immediately exercisable at any time after the Security Interests created by this Deed have become enforceable.

7. ENFORCEMENT OF SECURITY

7.1 General

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.

- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.

7.2 No liability as mortgagee in possession

Neither the Lender nor any Receiver shall be liable, by reason of entering into possession of a Security Asset to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

7.3 Privileges

The Lender and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

7.4 Protection of third parties

No person (including a purchaser) dealing with the Lender or a Receiver or their agents need enquire:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Lender or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Finance Documents or Financing Documents; or
- (d) how any money paid to the Lender or to that Receiver is to be applied.

7.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Lender may:
 - (i) redeem any prior Security Interest against any Security Asset;
 - (ii) procure the transfer of that Security Interest to itself; and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer (and any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor).
- (b) The Chargor shall pay to the Lender, immediately on demand, the costs and expenses incurred by the Lender in connection with any such redemption and/or transfer, including the payment of any principal or interest.

7.6 Contingencies

If this Security is enforced at a time when no amount is due under the Finance Documents or Financing Documents but at a time when amounts may or will become due, the Lender (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

7.7 Financial collateral

- (a) To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of the Chargor under this Deed constitute a "security financial collateral arrangement" (in each case,

for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Lender may after this Security has become enforceable appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.

- (b) Where any financial collateral is appropriated:
- (i) if it is cash, its value will be the amount standing to the credit of the relevant account on the date of appropriation plus any accrued but uncredited interest;
 - (ii) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
 - (iii) in any other case, its value will be such amount as the Lender reasonably determines having taken into account advice obtained by it from an independent adviser, investment bank or accountancy firm of national standing selected by it,

and the Lender shall give credit for the proportion of the value of the financial collateral appropriated to its use.

8. RECEIVER

8.1 Appointment of Receiver

- (a) Except as provided below, the Lender may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
- (b) this Security has become enforceable; or
 - (i) the Chargor so requests the Lender in writing at any time.
- (c) Any appointment under clause 8.1 (a) above shall be by deed, under seal or in writing under its hand.
- (d) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (e) The Lender is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Section 1A of the Insolvency Act 1986.

8.2 Removal

The Lender may by writing under its hand remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

8.3 Remuneration

The Lender may fix the remuneration of any Receiver appointed by it and any maximum rate imposed by law (including under section 109(6) of the Act) shall not apply.

8.4 Agent of the Chargor

- (a) A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The

Chargor shall be responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.

- (b) The Lender shall not incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

8.5 Relationship with the Lender

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Lender in relation to any Security Asset without first appointing a Receiver or notwithstanding the appointment of a Receiver.

9. POWERS OF RECEIVER

9.1 General

- (a) A Receiver has all the rights, powers and discretions set out below in this clause 9 in addition to those conferred on it by any law. This includes all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing it states otherwise) exercise all the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

9.2 Possession

A Receiver may take immediate possession of, get in and realise any Security Asset.

9.3 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which it thinks fit.
- (b) The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which it thinks fit.

9.4 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Security Asset.

9.5 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which it thinks fit.

9.6 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

9.7 Delegation

A Receiver may delegate its powers in accordance with this Deed.

9.8 Protection of assets

A Receiver may effect any insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset in each case as it thinks fit.

9.9 Other powers

A Receiver may:

- (a) do all other acts and things which it may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which it would be capable of exercising if it were the absolute beneficial owner of that Security Asset; and
- (c) use the name of any of the Chargor for any of the above purposes.

10. APPLICATION OF PROCEEDS

All amounts from time to time received or recovered by the Lender or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or any part of this Security shall be held by the Lender and applied in the following order of priority:

- (a) in or towards payment of or provision for the Secured Liabilities in accordance with the terms of the Loan Agreement and such other relevant Finance Documents or Financing Documents; and
- (b) in payment of the surplus (if any) to the Chargor or other person entitled to it.

This clause 10 is subject to the payment of any claims having priority over this Security. This clause 10 does not prejudice the right of Lender to recover any shortfall from the Chargor.

11. EXPENSES AND INDEMNITY

The Chargor shall:

- (a) immediately on demand, pay to the Lender the amount of all costs and expenses (including, without limitation, all legal fees, internal management time and in-house legal time) incurred by the Lender in connection with this Deed including any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise; and
- (b) keep the Lender indemnified against any failure or delay in paying those costs or expenses.

12. DELEGATION**12.1 Power of Attorney**

The Lender or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any right, power, authority or discretion exercisable by it under this Deed.

12.2 Terms

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Lender or that Receiver (as the case may be) may think fit.

12.3 Liability

Neither the Lender nor any Receiver shall be bound to supervise, or will be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of any delegate or sub-delegate.

13. FURTHER ASSURANCES

(a) The Chargor shall promptly, at its own expense, take whatever action the Lender or a Receiver may require for:

- (i) creating, perfecting or protecting any security or other assurance over any Security Asset or any of its other assets;
- (ii) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable, by the Lender or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset; and
- (iii) instructing Browne Jacobson LLP (as solicitors for the Chargor in their capacity as a seller under the Acquisition Agreement) to pay any proceeds received that are secured under this Deed to be paid to such of the Lender's account as is notified to them by Browne Jacobson LLP.

(b) The action that may be required under clause 13. (a) above includes (without limitation):

- (i) the execution of any mortgage, charge, transfer conveyance, assignment or assurance in respect of any asset whether to the Lender, its nominee or any other person; or
- (ii) the giving of any notice, the making of any filing or registration,

which, in any such case, the Lender may consider necessary or desirable.

14. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of the Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case, which may be required or which any attorney may, in its absolute discretion, deem necessary for carrying out any obligation of the Chargor under or pursuant to this Deed or generally for enabling the Lender or any Receiver to exercise the respective powers conferred on them under this Deed or by law. The Chargor

ratifies and confirms whatever any attorney does or purports to do under its appointment under this clause 14.

15. PRESERVATION OF SECURITY

15.1 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by the Lender in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Chargor under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

15.2 Waiver of defences

The obligations of the Chargor under this Deed will not be affected by any act, omission, matter or thing which, but for this clause 15, would reduce, release or prejudice any of its obligations under this Deed including (without limitation and whether or not known to it or the Lender):

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any Obligor or any other person under the terms of any composition or arrangement with any creditor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
- (e) any amendment of any Finance Document, Financing Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document, Financing Document or other document or security;
- (f) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Finance Document, Financing Document or any other document or security; or
- (g) any insolvency, resolution or similar proceedings.

15.3 Chargor intent

- (a) Without prejudice to the generality of clause 15.2 (Waiver of defences), the Chargor acknowledges that the Finance Documents, Financing Documents or any of them may from time to time be amended.
- (b) The Chargor confirms its intention that:
 - (i) any amendment to a Finance Document or Financing Document is within the scope of the Secured Liabilities and this Security; and
 - (ii) the Secured Liabilities and this Security extend to any amount payable by the Chargor under or in connection with a Finance Document or Financing Document as amended.

- (c) The Chargor agrees that the confirmations in clause 15.3 (b) above apply regardless of:
- (i) why or how a Finance Document or Financing Document is amended (including the extent of the amendment and any change in or addition to the parties);
 - (ii) whether any amount payable by an Obligor under or in connection with the amended Finance Document or Financing Document in any way relates to any amount that would or may have been payable had the amendment not taken place;
 - (iii) the extent to which the Chargor's liability under this Deed (whether present or future, actual or contingent), or any right it may have as a result of entering into or performing its obligations under this Deed, changes or may change as a result of the amendment; and
 - (iv) whether the Chargor was aware of or consented to the amendment.

15.4 Immediate recourse

The Chargor waives any right it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other right or security or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law or provision of any Finance Document or Financing Document to the contrary.

15.5 Appropriations

The Lender (or any trustee or agent on its behalf) may at any time during the Security Period:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by the Lender (or trustee or agent) in respect of the Secured Liabilities or apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the Chargor shall not be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Deed.

15.6 Deferral of Chargor's rights

Unless the Security Period has expired or the Lender otherwise directs, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Deed or by reason of any amount being payable, or liability arising, under this Deed:

- (a) to be indemnified by an Obligor;
- (b) to claim any contribution from any other person who has provided security or a guarantee in respect of any Obligor's obligations under all or any of the Finance Documents or Financing Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under the Finance Documents or Financing Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents or Financing Documents by the Lender;
- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which the Chargor has granted security under this Deed;

- (e) to exercise any right of set-off against any Obligor; and/or
- (f) to claim or prove as a creditor of any Obligor in competition with the Lender.

If the Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Lender by the Obligors under or in connection with the Finance Documents or Financing Documents to be repaid in full on trust for the Lender and shall promptly pay or transfer the same to the Lender or as the Lender may direct for application in accordance with this Deed.

15.7 Additional Security

- (a) This Security is in addition to and is not in any way prejudiced by any other security or guarantee now or subsequently held by Lender.
- (b) No prior security held by Lender (in its capacity as such or otherwise) over any Security Asset will merge into this Security.

15.8 Security held by Chargor

The Chargor shall not, without the prior consent of the Lender, hold any security from any other Obligor in respect of the Chargor's liability under this Deed. The Chargor shall hold any security held by it in breach of this provision on trust for the Lender.

15.9 Default Interest

If the Chargor fails to make any payment due under this Deed on its due date, interest on the unpaid amount shall accrue daily from the date of non-payment to the date of actual payment (both before and after judgment) at the default rate specified in, and in accordance with clause 7.3 of the Facility Agreement).

16. CHANGES TO THE PARTIES

16.1 The Chargor

The Chargor may not assign or transfer any of its rights or obligations under this Deed without the prior consent of the Lender.

16.2 The Lender

The Lender may assign any of its rights or otherwise dispose of or deal with all or any of its rights under this Deed and may disclose any information in its possession relating to the Chargor to any actual or prospective assignee, transferee or participant.

17. MISCELLANEOUS

17.1 Continuing Security

This Security is a continuing security and shall extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

17.2 Tacking

The Lender shall perform its obligations under the Loan Agreement (including any obligation to make available further advances).

17.3 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, the Lender may open a new account with the Chargor.
- (b) If the Lender does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to the Lender will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

17.4 Currencies

For the purpose of exercising any right to apply the Assigned Receivables against the Secured Liabilities, if all or any part of the Assigned Receivables and the Secured Liabilities are in different currencies, the Lender may convert either amount at a market rate of exchange in its usual course of business.

18. RELEASE

At the end of the Security Period, the Lender shall, at the request and cost of the Chargor, take whatever action is reasonably necessary to release its Security Assets from this Security.

19. NOTICES

19.1 Communications in writing

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by letter or email.

19.2 Addresses

- (a) The contact details of the Chargor for all notices in connection with this Deed are as follows:

Address: Ground Floor, Egerton House, 68 Baker Street, Weybridge, Surrey, KT13 8AL

Email address: phil@rcapital.co.uk marked for the attention of The Board of Directors

- (b) The contact details of the Lender for all notices in connection with this Deed are as follows:

Address: 4t Floor, 24 Old Bond Street, Mayfair, London, W1S 4AW

Email address: chris@rcapital.co.uk marked for the attention of The Board of Directors

- (c) Each Party may change its contact details by giving not less than five Business Days' notice to the other Party.

19.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:
 - (i) if by way of email, at the time of transmission, or if this time falls outside business hours (being 9.00am to 5.00pm (GMT) Monday to Friday on a day that is not a public holiday) in the place of receipt, when business hours resume; or
 - (ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 19.2 (Addresses), if addressed to that department or officer.
- (b) Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with the Lender's signature to the Loan Agreement (or any substitute department or officer as the Lender shall specify for this purpose).
- (c) Any communication or document which becomes effective, in accordance with clauses 19.3 (a) and (b) above, on a non-working day or after 5pm (GMT) in the place of receipt shall be deemed only to become effective on the next working day in that place.

19.4 English language

Any communication made under or in connection with this Deed must be in English.

20. CALCULATIONS AND CERTIFICATES

20.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by the Lender are prima facie evidence of the matters to which they relate.

20.2 Certificates and determinations

Any certification or determination by the Lender of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

20.3 Day count convention

Any interest, commission or fee accruing under this Deed will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days or, in any case where the practice in the Relevant Market differs, in accordance with that market practice.

21. PARTIAL INVALIDITY

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

22. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this Deed shall operate as a waiver of any such right or remedy or constitute an election to affirm this Deed. No election to affirm this Deed on the part of the Lender shall be effective unless it is in writing. No single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law, and may be waived only in writing and specifically.

23. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

24. GOVERNING LAW

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

25. ENFORCEMENT

25.1 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a **Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) Notwithstanding clause 25.1(a) above, to the extent allowed by law:
 - (i) the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction; and
 - (ii) the Lender may take concurrent proceedings in any number of jurisdictions.

THIS Deed has been executed as a deed and delivered by the Chargor on the date stated at the beginning of this Deed.

SCHEDULE 1
FORMS OF NOTICE
PART 1
NOTICE TO DEBTOR

To: SBS Insurance Services Limited (the **Debtor**)

Copy: FCap Six Limited (as **Lender**)

From: Home and Comforts Limited (the **Chargor**)

Dated:

**Security Agreement dated [] 2022 between the Chargor
and the Lender (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have assigned by way of security to FCap Six Limited (the **Lender**) all our rights to all receivables payable to us under the Acquisition Agreement (as defined below), including, without limitation, the Second Deferred Payment and the New Claims Consideration (as such terms are defined in the Acquisition Agreement).

This letter relates to the asset purchase agreement between, amongst others, us and you dated 25 March 2022 (the **Acquisition Agreement**).

We confirm that:

- (a) we shall remain liable under the Acquisition Agreement to perform all obligations assumed by us under the Acquisition Agreement;
- (b) none of the Lender, its agents, any receiver or other person will at any time be under any obligation of liability to the Debtor under or in respect of the Acquisition Agreement; and
- (c) all amounts payable to the Chargor under the Acquisition Agreement shall continue to be paid to the accounts set out in the Acquisition Agreement unless the Lender otherwise may direct.

We confirm that:

- (d) the Debtor owes [CURRENCY] [AMOUNT] [DESCRIPTION] to us; and
- (e) that amount shall be paid in the manner envisaged in the Acquisition Agreement or otherwise as the Lender may direct.

The instructions in this letter may not be revoked or amended without the prior written consent of the Lender and you may comply with them without further permission from us or enquiry by you.

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

Please confirm the agreement of the Debtor to the above by signing the attached acknowledgement and returning it to the Lender at 4th Floor, 24 Old Bond Street, Mayfair, London, W1S 4AW with a copy to us.

Yours faithfully

.....

Home and Comforts Limited

PART 2

ACKNOWLEDGEMENT OF DEBTOR

To: FCap Six Limited (the **Lender**)

Copy: Home and Comforts Limited (the **Chargor**)

From: SBS Insurance Services Limited (the **Debtor**)

Dated:
Security Agreement dated [] 2022 between the Chargor and the Lender (the Security Agreement)

We confirm receipt from the Chargor of a notice (the **Notice**) a copy of which is attached. The term **Acquisition Agreement** has the meaning given in the Notice.

We confirm that we:

- (a) have not received notice of the interest of any third party in the Acquisition Agreement;
- (b) owe [currency and amount in numbers]/[description of receiveable] to the Chargor; and
- (c) will pay that amount in accordance with the Acquisition Agreement or otherwise as the Lender may direct.

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

EXECUTED AS A DEED by)
SBS INSURANCE SERVICES LIMITED)
acting by)

Director

In the presence of:

Witness's signature:

Name:


Address:

SIGNATORIES

Chargor

EXECUTED AS A DEED by)
HOME AND COMFORTS LIMITED)
acting by)
Stuart Pace


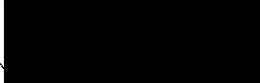
Director

In the presence of: 
Witness's signature: 4F8040230C6C40C...
Malcolm Jolliffe
Name:
Address:

Lender

EXECUTED AS A DEED by)
FCAP SIX LIMITED)
acting by)
Phil Emmerson

Director

In the presence of: 
Witness's signature: 
Karen Emmerson
Name:
Address: ...