



**Registration of a Charge**

Company Name: **ASSETZ CAPITAL LIMITED**

Company Number: **08007191**



Received for filing in Electronic Format on the: **24/12/2021**

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**Details of Charge**

Date of creation: **22/12/2021**

Charge code: **0800 7191 0002**

Persons entitled: **AROS KAPITAL LIMITED**

Brief description: **NONE AS AT THE DATE OF THE INSTRUMENT.**

**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: **PHILIP ABBOTT**



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

Company number: 8007191

Charge code: 0800 7191 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd December 2021 and created by ASSETZ CAPITAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th December 2021 .

Given at Companies House, Cardiff on 2nd January 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**

DATED

22 December 2021

**ASSETZ CAPITAL LIMITED** (1)

and

**AROS KAPITAL LIMITED** (2)

---

**LEGAL CHARGE OVER SHARES**

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Squire Patton Boggs (UK) LLP  
No 1 Spinningfields  
1 Hardman Square  
Manchester  
M3 3EB  
United Kingdom  
DX 14347 Manchester 1

O +44 161 830 5000  
F +44 161 830 5001

Reference CAS3/ASS.144-0077

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**THIS DEED** is made on 22 December 2021

**BETWEEN:**

- (1) **ASSETZ CAPITAL LIMITED** a company incorporated as a private limited company in England and Wales (Company Number 08007191) whose registered office is at Assetz House, Manchester Green, 335 Styal Road, Manchester, England M22 5LW (the "**Chargor**"); and
- (2) **AROS KAPITAL LIMITED** a company incorporated as a private limited company in England and Wales (Company Number 12436394) whose registered office is at Fieldfisher Riverbank House, 2 Swan Lane, London, United Kingdom, EC4R 3TT (the "**Lender**").

**1 INTERPRETATION**

**1.1 Terms defined in Facility Agreement**

Except where this deed expressly states otherwise, each term used in this deed which is defined in the Facility Agreement has the same meaning as in the Facility Agreement, construed in accordance with the Facility Agreement.

**1.2 Terms expressly defined in this deed**

In this deed:

**"Borrower"** means Assetz Development Capital Limited, a company registered in England and Wales with company number 08007303.

**"Company"** means Assetz SME Capital Limited, a company registered in England and Wales with company number 08007287.

**"Delegate"** means any delegate, agent, attorney or trustee appointed by the Lender.

**"Default Rate"** means the rate specified in Clause 8.5 of the Facility Agreement.

**"Discharge Date"** means the date with effect from which the Lender confirms to the Chargor that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Lender cancelled and no further Secured Liabilities are capable of becoming outstanding.

**"Distribution Rights"** means:

- (a) all dividends, distributions, interest and other income paid or payable on any Share;
- (b) all shares or other property derived from any Share (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise); and
- (c) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to any Share.

**"Enforcement Party"** means any of the Lender, a Receiver or a Delegate.

**"Expenses"** means all fees, discounts, commissions and other banking or service charges, legal and other professional fees, premiums, costs or expenses, in each case calculated on a full indemnity basis and together with VAT, incurred by any Enforcement Party in connection with the Secured Property, the preparation, negotiation and creation of this deed, taking, perfecting, enforcing or exercising any power under this deed, the appointment of any Receiver or Delegate, the breach of any provision of this deed and / or the protection, realisation or enforcement of this deed, and includes any payments made under clause 7.4 (Power to remedy), and also includes the costs of transferring to the Lender or the Receiver any Security ranking in priority to the Security constituted by this deed, or the amount required to be paid to secure the unconditional and irrevocable discharge of such Security (if applicable).

**"Facility Agreement"** means a facility agreement dated the date hereof and made between (1) the Borrower and (2) the Lender, as the same may be varied, amended, modified, supplemented or replaced.

**"FCA Consent"** means the consent of the Financial Conduct Authority to the change of control of the Company under the Financial Services and Markets Act 2000 (and any legislation made under it in relation to such Part XII) in relation to any Shares which in aggregate constitute 'control' (for the purposes of Part XII of the Financial Services and Markets Act 2000) over the Company.

**"Insolvency Act"** means Insolvency Act 1986.

**"Interest"** means interest at the rate provided in and calculated and compounded in accordance with the Facility Agreement from time to time both before and after judgement.

**"LPA"** means Law of Property Act 1925.

**"Party"** means a party to this deed.

**"Receiver"** means any one or more receivers and managers or (if the Lender so specifies in the relevant appointment) receivers appointed by the Lender pursuant to this deed in respect of the Chargor or in respect of the Secured Property or any of them.

**"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 the Borrower and the Chargor to the Lender from time to time under each Finance Document, except for any obligation which, if it were so included, would result in this Deed contravening section 678 or 679 of the Companies Act 2006.

**"Secured Property"** means the assets charged at clause 3 (Charging Clause) and includes any part or parts of them.

**"Security Period"** means the period beginning on the date of this deed and ending on the Discharge Date.

**"Shares"** means all shares owned by the Chargor in the Company specified in Schedule 1 (Shares) and any shares in the future owned by or allotted to the Chargor in the Company from time to time or any in which it has an interest.

**"Third Parties Act"** means the Contracts (Rights of Third Parties) Act 1999.

### 1.3 Construction

In this deed:

- (a) any reference to:
  - (i) the word "assets" includes present and future property, revenue rights and interests of every kind;
  - (ii) the word "guarantee" includes any guarantee or indemnity and any other financial support (including any participation or other assurance against loss and any deposit or payment) in respect of any person's indebtedness;
  - (iii) the word "indebtedness" includes any obligation for the payment or repayment of money, whatever the nature or basis of the relevant obligation (and whether present or future, actual or contingent);
  - (iv) the word "law" includes law established by or under statute, constitution, treaty, decree, regulation or judgment, common law and customary law and the word "lawful" and similar words and phrases are to be construed accordingly;
  - (v) the word "person" includes any individual, company, corporation, firm, government, state or any agency of a state and any association, partnership or trust (in each case, whether or not it has separate legal personality);
  - (vi) the word "regulation" includes all guidelines, official directives, regulations, requests and rules (in each case, whether or not having the force of law) of any governmental, inter-governmental or supranational agency, body or department or of any regulatory or other authority or organisation (whether statutory or non-statutory, governmental or non-governmental);
  - (vii) the word "Security" includes any assignment by way of security, charge, lien, mortgage, pledge or other security interest securing any obligation of any person and any other agreement or arrangement having a similar effect and "this Security" means any Security created or constituted by this Deed;
  - (viii) the word "set-off" includes analogous rights and obligations in other jurisdictions;
  - (ix) the word "tax" includes any tax, duty, impost or levy and any other charge or withholding of a similar nature (including any interest or penalty for late payment or non-payment);
- (b) where something (or a list of things) is introduced by the word "including", or by the phrase "in particular", or is followed by the phrase "or otherwise", the intention

is to state an example (or examples) and not to be exhaustive (and the same applies when other similar words or phrases are used);

- (c) each reference to the "Chargor" or to the "Lender" includes its successors in title and its permitted assignees or permitted transferees;
- (d) unless this deed expressly states otherwise, (a) each reference in this deed to any provision of any statute or of any subordinate legislation means, at any time, the relevant provision as in force at that time (even if it has been amended or re-enacted since the date of this deed) and (b) each reference in this deed to any provision of any statute at any time includes any subordinate legislation made pursuant to or in respect of such provisions as in force at such time (whether made before or after the date of this deed and whether amended or re-enacted since the date of this deed);
- (e) each reference to this deed (or to any other agreement or deed) means, at any time, this deed (or as applicable such other agreement or deed) as amended, novated or supplemented, at that time, provided that the relevant amendment, novation or supplement does not breach any term of this deed or of any Finance Document;
- (f) each reference to the singular includes the plural and vice versa, as the context permits or requires;
- (g) the index and each heading in this deed is for convenience only and does not affect the meaning of the words which follow it;
- (h) each reference to a clause or Schedule is (unless expressly provided to the contrary) to be construed as a reference to the relevant clause or Schedule to this deed;
- (i) wherever this deed states that the Chargor must not take a particular step without the consent of the Lender, the Lender has discretion whether to give its consent and can impose conditions on any such consent it gives;
- (j) if there is any conflict or inconsistency between any provision of this deed and any provision of the Facility Agreement, the provisions of the Facility Agreement shall prevail; and
- (k) Section 1 of the Trustee Act 2000 shall not apply to the duties of the Lender in relation to the trusts created by this deed or any other Finance Document.

#### **1.4 Third Party Rights**

- (a) A person who is not an Enforcement Party has no right under the Third Parties Act to enforce or enjoy the benefit of any term of this deed except to the extent that this deed or any other Finance Document expressly provides for it to do so.
- (b) No consent of any person who is not a Party is required to rescind or vary this deed at any time.
- (c) This clause 1.5 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Third Parties Act.

## **2 COVENANT TO PAY**

The Chargor shall pay to the Lender or discharge all the Secured Liabilities on demand.

## **3 CHARGING CLAUSE**

### **3.1 Grant of security**

The Chargor, as a continuing security for the payment, discharge and performance of the Secured Liabilities, charges and agrees to charge in favour of the Lender:

- (a) by way of first legal mortgage, the Shares;
- (b) by way of first equitable mortgage, the Distribution Rights from time to time accruing to or on the Shares; and
- (c) to the extent not validly and effectively charged by way of mortgage pursuant to clauses 3.1(a) or 3.1(b), by way of first fixed, charge the Secured Property and all the Chargor's interest in the Secured Property.

### **3.2 Full title guarantee and implied covenants**

All the Security created or given under this deed is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

### **3.3 Release**

- (a) On the Discharge Date the Lender will, at the request and cost of the Chargor release the Secured Property from the Security constituted by this deed.
- (b) Any settlement, release or discharge under this Deed between the Lender and the Chargor will be conditional upon no Security or payment to the Lender by the Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, winding-up, administration or insolvency for the time being in force, and if such condition is not satisfied, the Lender will be entitled to recover from the Chargor on demand the value of such Security or the amount of any such payment as if such settlement or discharge had not occurred and/or to enforce this Security to the full extent of the Secured Liabilities.
- (c) No receipt, release or discharge of the Security provided by, or of any liability arising under, this Deed shall release or discharge the Chargor from any liability to the Lender for the same or any other liability which may exist independently of this Deed.

### **3.4 Limited Recourse**

Notwithstanding any contrary provision contained in this deed, it is agreed by the Lender that the liability of the Chargor to the Lender pursuant to the provisions of this deed shall be limited to the Secured Property and the Lender shall have no recourse to any other assets of the Chargor.

### **3.5 Protective Clauses**

Neither the liability of the Chargor nor the validity or enforceability of this deed shall be prejudiced, affected or discharged by:

- (a) the granting of any time or indulgence to the Borrower or any other person;
- (b) any variation or modification of the Facility Agreement and/or any other Finance Document or any other documents referred to therein or related thereto;
- (c) the invalidity or unenforceability of any obligation or liability of any party under the Facility Agreement and/or any other Finance Document or any other documents referred to therein or related thereto;
- (d) any invalidity or irregularity in the execution of the Facility Agreement and/or any Finance Document or any other documents referred to therein or related thereto;
- (e) any lack of capacity or deficiency in the powers of the Borrower, the Chargor or any other person to enter into or perform any of its obligations under the Facility Agreement and/or any other Finance Document to which the Borrower is party or any other documents referred to therein or related thereto or any irregularity in the exercise thereof or any lack of authority by any person purporting to act on behalf of the Borrower, the Chargor or such other person;
- (f) the insolvency, administration, bankruptcy or liquidation or any incapacity, disability or limitation or any change in the constitution or status of the Borrower, the Chargor or any other person;
- (g) any other Finance Document, Security, guarantee or surety or right or remedy being or becoming held by or available to the Lender or by any other person or by any of the same being or becoming wholly or partly void, voidable, unenforceable or impaired or by the Lender at any time releasing, refraining from enforcing, varying or in any other way dealing with any of the same or any power, right or remedy the Lender may now or hereafter have from or against the Borrower or any other person;
- (h) any waiver, exercise, omission to exercise, compromise, renewal or release of any rights against the Borrower or any other person or any compromise, arrangement or settlement with any of the same; or
- (i) any act, omission, event or circumstance which would or may but for this provision operate to prejudice, affect or discharge this Deed or the liability of the Chargor under this deed.

## **4 DEPOSIT OF CERTIFICATES AND TRANSFERS**

### **4.1 The Chargor must:**

- (a) deposit with the Lender on or before the date of this deed (or, in relation to any Secured Property acquired by it, or in which it has acquired an interest, after the date of this deed, on the date that it beneficially acquires such Secured Property

or interest) all share certificates or other documents of title or evidence of ownership in relation to any Share or to the Distribution Rights; and

- (b) at the same time that it deposits the certificates or documents referred to in clause 4.1(a), deliver to the Lender instruments of transfer in respect of the relevant Shares executed in blank (except for the number and class of Shares and the name of the transferor) and left undated and forms of waiver of any pre-emption rights necessary to enable such transfers to be registered.

4.2 The Lender may retain any certificates, documents or instruments of transfer delivered to it pursuant to this deed until the Discharge Date and if, for any reason it ceases to hold any such certificate, document or instrument before such time, it may by notice to the Chargor require that the relevant certificate, document or instrument be redelivered to it and the Chargor must immediately comply (or procure compliance) with such notice.

4.3 The Lender may at any time after this Security has become enforceable and only once the Lender has obtained FCA Consent, complete the instruments of transfer on behalf of the Chargor in favour of itself or such other person as it shall select, and the Chargor shall procure that such instruments of transfer are forthwith registered in the relevant company and that share certificates in the name of the Lender and/or its nominee(s) in respect of the Shares to which such instrument of transfer relates are delivered to the Lender as soon as reasonably practicable, but in any event no later than 5 days after the date upon which the Lender has delivered the relevant instrument of transfer. The Lender or its nominee, having been registered as the transferee of such Shares, may at any time thereafter re-transfer such Shares to the Chargor, and the Chargor shall procure that the relevant instrument of transfer is forthwith registered in the relevant company and that the share certificate(s) in the name of the Chargor together with a further instrument of transfer executed in accordance with clause 4.1(b) relating to such Shares, are forthwith delivered to the Lender.

## **5 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

### **5.1 Negative pledge**

The Chargor shall not create, extend or permit to subsist any Security over any of the Secured Property.

### **5.2 Restrictions on disposals**

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

- (a) permit any person other than the Chargor, the Lender or the Lender's nominee to be registered as holder of the Secured Property; or
- (b) create or permit to subsist any Security (other than this Security) on or over any Secured Property; or
- (c) sell, transfer or otherwise dispose of any Secured Property.

### **5.3 Exceptions**

Clauses 5.1 (Negative pledge) and 5.2 (Restrictions on disposals) do not apply:

- (a) to the Security created or required to be created by this deed;
- (b) to any Security or transaction to which the Lender has given its written consent;  
or
- (c) to any other Security or transaction which is expressly permitted pursuant to the terms of the Facility Agreement.

## **6 REPRESENTATIONS AND WARRANTIES**

The Chargor represents and warrants to the Lender on the date of this deed and on each subsequent date upon which the representations and warranties set out in the Facility Agreement are repeated and upon which there are Secured Liabilities outstanding as follows:

### **6.1 Priority of security**

The legal and equitable mortgages and fixed charges contained in clause 3.1 (Grant of security) constitute first priority Security over the assets which are expressed to be secured by such mortgages and charges and those assets are not subject to any prior or *pari passu* Security; and

### **6.2 Matters relating to the Shares**

- (a) the Shares specified in Schedule 1 (Shares) are at the date of this deed the only Shares legally and beneficially owned by it;
- (b) it is and will remain the sole beneficial owner of the Secured Property and (save where the Shares have been registered in the name of the Lender or its nominee pursuant to the provisions of this deed) it and/or its nominee is and will remain the absolute legal owner of the Shares subject to the provisions of this deed;
- (c) the Shares are fully paid and none of the Secured Property is subject to any lien, charge, equity, encumbrance, option to purchase or similar rights of any person other than the Lender or as expressly permitted by the Facility Agreement;
- (d) the Lender is entitled to be registered or to require a nominee to be registered as member of each of the relevant companies to which the Shares relate without any right of the board of directors of any such company to refuse registration or to consent to such registration only subject to satisfaction of conditions;
- (e) there are no agreements or arrangements (including, but not limited to, any restrictions on transfer or rights of pre-emption) affecting the Secured Property in any way or which would or might in any way fetter or otherwise prejudice the rights of the Chargor or any mortgagee or chargee of the Secured Property; and
- (f) the Shares constitute the entire issued share capital of the Borrower.

## **7 UNDERTAKINGS**

The Chargor undertakes to the Lender in the terms of the following provisions of this clause 7, all such undertakings to commence on the date of this deed and to continue throughout the Security Period:

## **7.1 Matters relating to Shares**

- (a) it will immediately upon receipt of the same deliver to the Lender copies of all material notices, circulars, letters, reports accounts and other communications with shareholders relating to its holding of the Shares;
- (b) it will pay all calls or other payments due and payable in respect of any of the Secured Property (and if the Chargor does not do so, the Lender may make such payments on behalf of the Chargor, in which event any sums so paid shall be reimbursed on demand by the Chargor to the Lender and shall until repayment bear interest at the Default Rate));
- (c) save with the prior written consent of the Lender it will not:
  - (i) take any action whereby or as a consequence whereof the rights attaching to the Shares are altered or diluted or the issued capital of any of the companies whose Shares are charged by this deed increased;
  - (ii) participate in any rights issue relating to the Shares; or
  - (iii) apply for, or consent to, the conversion of any Shares held in certificated form into uncertificated form;

## **7.2 Not to jeopardise security**

it will not do anything or allow anything to be done which may in any way depreciate, jeopardise or otherwise prejudice the value to the Lender of the Security constituted by this deed or the priority of its ranking as expressed in this deed and the Chargor will vote against and cause any director of the Company appointed by the Chargor to vote against any resolution which would have such an effect (if passed);

## **7.3 Further assurance**

it will at all times (and promptly upon the Lender's written request) but at the Chargor's own expense take all steps (including the making of all filings and registrations and the payment of all fees and taxes) and execute all documents necessary (a) to render effective and valid any Security or any right or power created or intended to be created or evidenced under or by this deed but which is or may be ineffective or invalid, (b) to perfect, protect or improve any such Security or to facilitate its enforcement or realisation (including, in so far as it is able, procuring that any transfer of the Secured Property in favour of the Lender or its nominee or any purchaser and any subsequent transfer by the Lender is duly registered in the books of the Borrower), (c) to protect the Lender's position under this deed or any other deed or document entered into pursuant to this deed or (d) in connection with the exercise of any of any rights or powers by any Enforcement Party under or in relation to this deed, and so that any security document required to be executed pursuant to this clause will be in such form and will contain such provisions as the Lender may require;

## **7.4 Power to remedy**

if the Chargor fails to comply with any of the covenants and undertakings set out or referred to in clauses 7.1 to 7.3 inclusive it will allow (and hereby irrevocably authorises) the Lender and/or any other Enforcement Party to take such action (including the making

of payments) on behalf of the Chargor as is necessary to ensure that such covenants are complied with; and

## **7.5 Expenses**

it will pay all Expenses on demand. If it does not do so, the Expenses will bear Interest at the Default Rate from and including the date of demand to and including the date of actual payment.

## **8 DIVIDENDS AND VOTING RIGHTS**

8.1 Until this Security has become enforceable, the Chargor:

- (a) will be entitled to receive and retain all dividends, distributions, interest and other monies paid on or derived from the Shares;
- (b) will be entitled to exercise all voting and other rights and powers attaching to the Shares, provided that it will not exercise any such voting rights or powers in a manner which would prejudice the value of, or the ability of the Lender to realise the Security created by this deed; and
- (c) shall give to the Lender reasonable notice of the manner in which it proposes to exercise the rights and powers referred to in clause 8.1(b).

8.2 Subject to the Lender first obtaining FCA Consent, at any time when any Shares are registered in the name of the Lender or its nominee, and for such period as there is no Event of Default which is continuing, the Lender will (so far as is consistent with the Security created by this deed) exercise any applicable voting or other rights and powers in accordance with the directions of the Chargor and account to the Chargor for any dividends, payments or other distributions attributable to such Shares, but upon this Security becoming enforceable, the Lender may exercise or refrain from exercising such voting or other rights and powers as it thinks fit and may retain any such dividends, payments or other distributions, but in any case the Lender will not be under any duty to ensure that any dividend, distributions or other monies payable in respect of those Shares are duly and promptly paid or received by it or its nominee or to verify that the correct amounts are paid or received by it or its nominee or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Shares.

8.3 After this Security has become enforceable and only if the Lender has obtained FCA Consent, and in the event that any Shares are registered in the name of the Chargor or its nominee, the Chargor shall and shall procure that its nominee shall on demand:

- (a) comply with the directions of any Enforcement Party in respect of the exercise of the voting and other rights and powers attaching to the Shares and shall deliver to such Enforcement Party as directed such forms of proxy or other Authorisation as may be appropriate to allow any Enforcement Party to exercise such rights and powers; and
- (b) hold in trust for and promptly pay or deliver to the Lender any Distribution Rights received by it.

## **9 ENFORCEABILITY**

- 9.1 For the purposes of all powers implied by the LPA or any other applicable statute the Secured Liabilities shall be deemed to have become due and payable and this Security will become immediately enforceable and the powers of the Lender and any Receiver will become exercisable on the date of this deed, but, as between the Lender and the Chargor, the power of sale and other powers conferred by this deed shall be exercisable only:
- (a) upon the occurrence of an Event of Default and for so long as it is continuing and only once the Lender has obtained FCA Consent (where such FCA Consent is required); and
  - (b) the Chargor requests the Lender to exercise any of its powers under this Deed.
- 9.2 After this Security has become enforceable, the Lender may in its absolute discretion enforce all or any part of this Security in any manner it sees fit.
- 9.3 The Lender agrees to apply for FCA Consent only following the occurrence of an Event of Default which is continuing and not before.

## **10 ENFORCEMENT OF SECURITY**

- 10.1 At any time after this Security becomes enforceable and the Lender has obtained FCA Consent, the Lender may appoint one or more than one Receiver in respect of the Secured Property and if more than one Receiver is appointed the Receiver may act jointly and severally or individually.
- 10.2 The Lender may remove the Receiver and appoint another Receiver and the Lender may also appoint an alternative or additional Receiver.
- 10.3 The Receiver will, so far as the law permits, be the agent of the Chargor and the Chargor alone will be responsible for the acts or defaults of the Receiver and will be liable on any contracts or obligations made or entered into by the Receiver. The Lender will not be responsible for any misconduct, negligence or default of the Receiver.
- 10.4 The powers of the Receiver will continue in full force and effect following the liquidation of the Chargor.
- 10.5 The remuneration of the Receiver may be fixed by the Lender but will be payable by the Chargor. The amount of the remuneration will form part of the Secured Liabilities.
- 10.6 The Receiver will have the power on behalf and at the cost of the Chargor:
- (a) to do or omit to do anything which he considers appropriate in relation to the Secured Property; and
  - (b) to exercise all or any of the powers conferred on the Receiver or the Lender under this deed or conferred upon administrative receivers by the Insolvency Act (even if he is not an administrative receiver), or upon receivers by the LPA or any other statutory provision (even if he is not appointed under the LPA or such other statutory provision).

- 10.7 Without prejudice to the general powers set out in clause 10.6, a Receiver will also have the powers and discretions set out in Schedule 2 (*Receiver's specific powers*).
- 10.8 If (notwithstanding any representation or warranty to the contrary contained in this deed) there shall be any Security affecting the Secured Property which ranks in priority to the Security created by this deed and the holder of such prior Security takes any steps to enforce such Security, the Lender or any Receiver may, at its option, take a transfer of, or repay the indebtedness secured by, such Security.
- 10.9 The Lender may, at any time after this Security has become enforceable pursuant to clause 9 (*Enforceability*), exercise, to the fullest extent permitted by law, all or any of the powers authorities and discretions conferred on a Receiver by this deed, whether as attorney of the Chargor or otherwise and whether or not a Receiver has been appointed.
- 10.10 The Lender may, in writing, either in its appointment of a Receiver or by subsequent notice to that Receiver, restrict the right of such Receiver to exercise all or any of the powers conferred on Receivers by this deed.

## **11 APPLICATION OF PROCEEDS**

### **11.1 Recoveries by Receiver**

The proceeds arising from the exercise of the powers of the Receiver will, subject to any claims ranking in priority to the Secured Liabilities, be applied by or at the direction of the Receiver in or towards discharging or satisfying the Secured Liabilities.

## **12 PROTECTION OF THIRD PARTIES**

### **12.1 No duty to enquire**

A buyer from or other person dealing with any Enforcement Party will not be concerned to enquire whether any of the powers which such Enforcement Party has exercised or purported to exercise have arisen or become exercisable and may assume that such Enforcement Party is acting in accordance with this deed.

### **12.2 Receipt conclusive**

Receipt by the Lender or any Receiver shall be an absolute and a conclusive discharge to a purchaser of the Secured Property and shall relieve such purchaser of any obligation to see to the application of any monies paid to or by the direction of the Lender or any Receiver.

## **13 PROTECTION OF LENDER**

### **13.1 Lender's receipts**

The Lender's obligation to account (whether to the Chargor or to any other person) shall be limited to the Lender's own actual receipts which the Lender must distribute or pay to the person entitled (or who the Lender, acting reasonably, believes to be entitled) in accordance with the requirements of this deed.

### **13.2 Exclusion of liability**

- (a) No Enforcement Party will be liable to the Chargor for any expense, loss liability or damage incurred by the Chargor arising out of the exercise of its rights or powers or any attempt or failure to exercise those rights or powers except any expense, loss, liability or damage arising from its gross negligence, fraud or wilful misconduct.
- (b) The Chargor may not take any proceedings against any officer, employee or agent of the Lender in respect of any claim it might have against the Lender or in respect of any act or omission of any kind by that officer, employee or agent in relation to this deed. Any officer, employee or agent of the Lender may rely on this clause 13 under the Third Parties Act.

### **13.3 Effect of possession**

If the Lender or any Receiver registers itself or any nominee as the holder of the Shares or otherwise enters into possession of the Secured Property this will not oblige either the Lender or the Receiver to account as mortgagee in possession.

### **13.4 Chargor's indemnity**

The Chargor agrees with the Lender to indemnify each Enforcement Party on demand against any costs, loss or liability incurred by it in respect of:

- (a) any exercise of the powers of the Lender or the Receiver or any attempt or failure to exercise those powers; and
- (b) anything done or omitted to be done in the exercise or purported exercise of the powers under this deed or under any appointment duly made under the provisions of this deed.

## **14 POWER OF ATTORNEY**

### **14.1 Grant of power**

The Chargor irrevocably and by way of security appoints the Lender and each Receiver and any person nominated for the purpose by the Lender or the Receiver (in writing, under hand, signed by an officer of the Lender or by the Receiver) to be the attorney of the Chargor, (with full power of substitution and delegation), for the purposes set out in clause 14.2 below.

### **14.2 Extent of power**

The power of attorney granted in clause 14.1 above allows the Lender, the Receiver or such nominee in the name of the Chargor and on its behalf and as its act and deed:

- (a) to perfect the Security given by the Chargor under this deed; and
- (b) to execute, seal and deliver (using the Chargor's seal where appropriate) any document or do any act or thing which the Chargor may, ought or has agreed to execute or do under this deed or which the Lender, the Receiver or such nominee may in their absolute discretion consider appropriate in connection with the exercise of any of the rights, powers authorities or discretions of the Lender or the Receiver under, or otherwise for the purposes of, this deed.

**14.3 Ratification**

The Chargor covenants with the Lender to ratify and confirm all acts or things made, done or executed by any attorney exercising or purporting to exercise the powers conferred in accordance with this clause 14.

**15 IMMEDIATE RECOURSE**

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

**16 APPLICATION, VARIATION AND EXTENSION OF STATUTORY PROVISIONS****16.1 Conditions applicable to power of sale etc.**

- (a) For the purposes only of section 101 of the LPA, (but otherwise subject to the provisions of clause 8 (Enforceability)), the conditions set out in that section as to when such powers arise do not apply and the Secured Liabilities become due and the statutory power of sale and other powers of enforcement arise immediately following the execution of this deed.
- (b) The Lender and any Receiver may exercise the statutory power of sale conferred by the LPA free from the restrictions imposed by section 103 of the LPA, which shall not apply to this deed.

**16.2 Extension of powers of sale, etc.**

- (a) The power of sale and the other powers conferred by the LPA or otherwise are extended and varied to authorise the Lender in its absolute discretion to do all or any of the things or exercise all or any of the powers which a Receiver is empowered to do or exercise under this deed.
- (b) The Lender and any Receiver shall also have and enjoy all the other powers, privileges, rights and protections conferred by the LPA and the Insolvency Act on mortgagees, receivers or administrative receivers (each as amended and extended by this deed and whether or not a receiver or administrative receiver has been appointed) but so that if there is any ambiguity or conflict between the powers contained in such statutes and those contained in this deed, those contained in this deed shall prevail.

**16.3 Consolidation of mortgages**

The restriction on the consolidation of mortgages in Section 93 of the LPA does not apply to this deed nor to any Security given to the Lender pursuant to this deed.

**16.4 LPA provisions relating to appointment of Receiver**

Section 109(1) of the LPA shall not apply to this deed.

**16.5 Application of proceeds**

Sections 105, 107(2), 109(6) and 109(8) of the LPA will not apply to the Lender nor to a Receiver appointed under this deed.

## **16.6 Insolvency Act**

The Lender shall be entitled to appoint a Receiver save to the extent prohibited by section 72A of the Insolvency Act.

## **17 OTHER MISCELLANEOUS PROVISIONS**

### **17.1 Powers, rights and remedies cumulative**

The powers, rights and remedies provided in this deed are in addition to (and not instead of), powers, rights and remedies under law.

### **17.2 Exercise of powers, rights and remedies**

If an Enforcement Party fails to exercise any power, right or remedy under this deed or delays its exercise of any power, right or remedy, this does not mean that it waives that power, right or remedy. If an Enforcement Party exercises, or partly exercises, a power, right or remedy once, this does not mean that it cannot exercise such power right or remedy again, fully or in part.

### **17.3 Discretion**

(a) The Lender may decide:

- (i) whether and, if so, when, how and to what extent (i) to exercise its rights under this deed and (ii) to exercise any other right it might have in respect of the Chargor (or otherwise); and
- (ii) when and how to apply any payments and distributions received for its own account under this deed,

and the Chargor has no right to control or restrict the Lender's exercise of this discretion.

(b) No provision of this deed will interfere with the Lender's right to arrange its affairs as it may decide (or oblige it to disclose any information relating to its affairs), except as expressly stated.

### **17.4 Set-off and combination of accounts**

- (a) No right of set-off or counterclaim may be exercised by the Chargor in respect of any payment due to the Lender under this deed.
- (b) The Lender may at any time without notice to the Chargor and after this Security has become enforceable:
  - (i) combine or consolidate all or any of the Chargor's then existing accounts with, and liabilities to, the Lender;

(ii) set off or transfer any sums standing to the credit of any one or more of such accounts; and/or

(iii) set-off any other matured obligation owed by the Lender to the Chargor,

in or towards satisfaction of any of the Secured Liabilities. The Lender is to notify the Chargor in writing that such a transfer has been made.

(c) If any amount is in a different currency from the amount against which it is to be set off, the Lender may convert either amount (or both) at any reasonable time and at any reasonable rate.

#### **17.5 Power to open new account**

If the Lender receives notice of a subsequent mortgage or charge relating to the Secured Property, it will be entitled to close any account and to open a new account in respect of the closed account. If the Lender does not open such new account, it will be treated as if it had done so at the time when it received such notice.

#### **17.6 Other Security**

The Chargor authorises the holder of any prior or subsequent Security to provide to the Lender, and the Lender to receive from such holder details of the state of account between such holder and the Chargor.

#### **17.7 No assignment by Chargor**

The Chargor must not assign, novate or otherwise deal with its rights or obligations under or interests in this deed, except with the prior written consent of the Lender.

#### **17.8 Transfer by Lender**

(a) Save as otherwise provided in the Facility Agreement the Lender may at any time assign, novate or otherwise deal with any rights or obligations under or interests in this deed.

(b) The Lender may disclose any information about the Chargor, the Secured Property and/or this deed to any person to whom it proposes to assign or novate or transfer (or has assigned, novated or transferred) any rights or obligations under or interests in this deed or with whom it proposes to enter into (or has entered into) any other dealings in relation to any such rights, obligations or interests.

(c) Any person to whom the benefit of all such rights has been transferred, subject to such obligations, may enforce this deed in the same way as if it had been a Party.

#### **17.9 Avoidance of settlements and other matters**

(a) Any payment made by the Chargor, or settlement or discharge between the Chargor and the Lender, is conditional upon no Security or payment to the Lender by the Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to

bankruptcy, insolvency, administration or liquidation for the time being in force and accordingly (but without limiting the Lender's other rights under this deed) the Lender shall be entitled to recover from the Chargor the value which the Lender has placed upon such Security or the amount of any such payment as if such payment, settlement or discharge had not occurred.

- (b) If the Lender considers that any amount paid by the Chargor in respect of the Secured Liabilities is capable of being avoided or ordered to be refunded or reduced for the reasons set out in clause 17.9(a), then for the purposes of this deed such amount shall not be considered to have been irrevocably paid.

## **18 COMMUNICATIONS**

The provisions of Clause 20 (*Notices*) of the Facility Agreement shall apply to this deed as if set out herein.

## **19 GOVERNING LAW AND JURISDICTION**

### **19.1 Governing law**

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

### **19.2 Enforcement**

- (a) The English courts 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 the consequences of its nullity or any non-contractual obligation arising out of or in connection with this deed (a "**Dispute**")).
- (b) The Parties agree that the English courts are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 19.2 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

## **20 THIS DEED**

### **20.1 Consideration**

The Chargor has entered into this deed in consideration of the Lender agreeing to provide (or to continue to provide) finance facilities to the Borrower on the terms agreed between them.

### **20.2 Execution of this deed - counterparts**

If the Parties execute this deed in separate counterparts, this deed will take effect as if they had all executed a single copy.

### **20.3 Execution of this deed - formalities**

It is intended that this document take effect as a deed notwithstanding the fact that the Lender may only execute under hand.

### **20.4 Partial invalidity**

- (a) If, at any time, any provision of this deed is or is found to have been illegal, invalid or unenforceable in any respect under the law of any jurisdiction, this does not affect the legality, validity or enforceability of the other provisions of this deed, nor the legality, validity or enforceability of the affected provision under the law of any other jurisdiction.
- (b) If any Party is not bound by this deed (or any part of it) for any reason, this does not affect the obligations of each other Party under this deed (or under the relevant part).

### **20.5 Other Security**

This deed is in addition to, and does not operate so as in any way to prejudice or affect, or be prejudiced or affected by, any other Security or guarantee which the Lender may now or at any time after the date of this deed hold for or in respect of the Secured Liabilities.

### **20.6 Ownership of this deed**

This deed and every counterpart is the property of the Lender.

This deed is made and delivered as a deed on the date given on page 1.

**SCHEDULE 1**  
**The Shares**

Name of company in which Shares are held	Jurisdiction of registration and company number	Number and class of Shares (and where held by nominees names of nominees)
Assetz SME Capital Limited	England 08007287	203 ordinary £1 shares

## **SCHEDULE 2**

### **Receiver's specific powers**

The Receiver will have full power and authority:

#### **1 POSSESSION**

- 1.1 to enter upon, take possession of and generally operate and manage the Secured Property;
- 1.2 to collect and get in all the Distribution Rights;

#### **2 SALE AND DISPOSAL**

without restriction, to sell, charge, grant or vary the terms or accept surrenders of options or rights over, or otherwise deal with and dispose of the Secured Property or any assets acquired in the exercise of its powers under this deed;

#### **3 ACQUISITION**

to purchase or acquire any assets or rights required or convenient for the exercise of the Receiver's powers under this deed;

#### **4 BORROWING**

for the purpose of exercising any of the rights, powers, authorities and discretions conferred on the Receiver by or pursuant to this deed and/or for defraying any losses or Expenses which may be incurred by him in their exercise or for any other purpose, to raise or borrow any money from the Lender or others or to incur any other liability on such terms, whether secured or unsecured, as he may think fit, and whether to rank in priority to this Security or not;

#### **5 APPOINTMENTS, ETC.**

to appoint and discharge employees, officers, consultants, advisers, managers, agents, solicitors, accountants or other professionally qualified persons, workmen and others for any of the purposes of this deed or to protect the Secured Property upon such terms as to remuneration or otherwise as he may think fit and to discharge any such persons appointed by the Chargor prior to his appointment;

#### **6 LEGAL ACTIONS AND COMPROMISES**

- 6.1 in the name of the Chargor, to bring, prosecute, enforce, defend and discontinue all such actions, suits and proceedings, in relation to the Chargor, the Secured Property or any business carried on from the Property, as in any case he thinks fit;
- 6.2 to settle, adjust, refer to arbitration or expert determination, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or body who is or claims to be a creditor of the Chargor or relating in any way to the Secured Property;

#### **7 RECEIPTS**

to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising the Secured Property;

## **8 CONTRACTS**

to enter into, vary, cancel or waive any of the provisions of any contracts relating to the Secured Property which he shall in any case think expedient in the interests of the Chargor or the Lender;

## **9 INSURANCES AND BONDS**

to insure the Secured Property, any assets acquired by him in the exercise of his powers, and effect indemnity insurance or other similar insurance, in every case in such amounts, against such risks and with such offices as he thinks fit, and obtain bonds and give indemnities and Security to any bondsmen;

## **10 FORM COMPANY**

10.1 to promote or establish any company or to acquire shares in any company (whether as a subsidiary of the Chargor or otherwise) to facilitate the exercise of his powers under this deed;

10.2 to transfer to any such company all or any of the Secured Property or other assets acquired by him in the exercise of his powers;

10.3 to exercise or cause to be exercised all voting and other rights attaching to, and to charge, sell or otherwise transfer any shares in any such company;

## **11 VOTING RIGHTS**

to exercise all voting and other rights attaching to the Shares and all other stocks, shares and securities owned by the Chargor and comprised in the Secured Property in such manner as he may think fit;

## **12 TRANSACTION**

to carry into effect and complete any transaction;

## **13 REDEEM SECURITY**

to redeem any prior Security (or procure the transfer of such Security to himself) and settle and pass the accounts of the person entitled to the prior Security so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver; and

## **14 GENERAL**

either in the name of the Chargor or in the name of the Receiver, to execute documents and do all other acts or things which the Receiver may consider to be incidental or conducive to any of the Receiver's powers or to the realisation or use of the Secured Property.


EXECUTION

The Chargor

SIGNED as a deed by  
ASSETZ CAPITAL LIMITED,  
acting by two directors:

Communications to be delivered to:

Address: Assetz House, Manchester Green,  
335 Styal Road, Manchester, England, M22  
5LW

Director  
Signature :   
Name : Stuart Law

Email: mark.wardrop@assetzcapital.co.uk

Director  
Signature :   
Name : Mark Wardrop

Wardrop

The Lender

SIGNED as a deed by  
AROS KAPITAL LIMITED,  
acting by two directors:

Communications to be delivered to:

Address: Third Floor, 8 Pollen Street, London  
W1S 1NG

Director  
Signature :   
Name : Gustav Rocklinger

Email: gustav.rocklinger@aroskapital.co.uk /  
toby.price@aroskapital.co.uk

Director  
Signature :   
Name : Daniel Guner

Attention: Gustav Röcklinger/Toby Price