



Registration of a Charge

Company Name: **ASSETZ CAPITAL LIMITED**

Company Number: **08007191**



XCVTIU9S

Received for filing in Electronic Format on the: **30/01/2024**

Details of Charge

Date of creation: **29/01/2024**

Charge code: **0800 7191 0003**

Persons entitled: **AROS KAPITAL 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: **WE HEREBY CERTIFY THAT, SAVE FOR MATERIAL REDACTED PURSUANT TO SECTION 859G COMPANIES ACT 2006, THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **HERBERT SMITH FREEHILLS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8007191

Charge code: 0800 7191 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th January 2024 and created by ASSETZ CAPITAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th January 2024 .

Given at Companies House, Cardiff on 31st January 2024

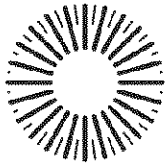
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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



HERBERT
SMITH
FREEHILLS

EXECUTION VERSION

29 January 2024

ASSETZ CAPITAL LIMITED

as the Company

and

AROS KAPITAL LIMITED

as the Lender

CHARGE OVER SHARES

Herbert Smith Freehills LLP

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THIS DEED is made on 29 January 2024

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 "**Company**"); 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 8 Pollen Street, London W1S 1NG (the "**Lender**").

IT IS AGREED as follows:

1. DEFINITIONS, CONSTRUCTION AND THIRD PARTY RIGHTS

1.1 Definitions

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

"Administrator" means a person appointed under Schedule B1 to the Insolvency Act 1986 to manage the Company's affairs, business and property.

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London.

"Charged Assets" means the property charged pursuant to Clause 3 (*Security*).

"Existing Security" means the Original ADCL Share Charge and the Original ASME Share Charge.

"Facility Agreement" means the facility agreement dated 22 December 2021 and made between, among others, (1) Assetz Development Capital Limited as borrower and (2) the Lender, as amended and restated by a supplemental agreement between, among others, (1) Assetz Development Capital Limited as borrower and (2) the Lender on or about the date hereof, and as the same may be further varied, amended, modified, supplemented or replaced.

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

"LPA" means the Law of Property Act 1925.

"Original ADCL Share Charge" means the share charge granted by ACL to the Lender dated 22 December 2021 in respect of the shares it held in Assetz Development Capital Limited.

"Original ASME Share Charge" means the share charge granted by ACL to the Lender dated 22 December 2021 in respect of the shares it held in Assetz SME Capital Limited.

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

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

"Related Property Rights" means, in relation to any property or asset (or class of assets) or right:

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

"Secured Liabilities" means all monies, obligations and liabilities covenanted to be paid or discharged under or pursuant to Clause 2 (*Covenants to Pay*).

"Security" means any mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect.

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

"Shares" means:

- (a) the entire issued share capital of each of:
 - (i) Assetz 2023 Limited, a company registered in England and Wales with company number 14669696, from time to time, being at the date of this Deed 1 issued ordinary shares of £1 legally and beneficially owned by the Company;
 - (ii) Assetz SME Capital Limited ("**ASME**"), a company registered in England and Wales with company number 08007287, from time to time, being at the date of this Deed 260 issued ordinary shares of £1 legally and beneficially owned by the Company (the "**ASME Shares**");
 - (iii) Assetz Development Capital Limited, a company registered in England and Wales with company number 08007303, from time to time, being at the date of this Deed 100 issued ordinary shares of £1 legally and beneficially owned by the Company (the "**ADCL Shares**");
- (b) all Related Investment Rights in respect thereof; and
- (c) all Related Property Rights in respect thereof.

"VAT" means (i) value added tax and any other sales or turnover tax of a similar nature imposed pursuant to any legislation applicable in the UK in force from time to time, (ii) value added tax imposed in any member state of the European Union pursuant to EU domestic legislation in force from time to time which derives from, implements or is related to the European Council Directive on the common system of value added tax (Directive 2006/112/EC), and (iii) value added tax and any other sales or turnover tax of a similar nature imposed in any other country.

1.1.2 Words defined in the Companies Act 2006 have the same meanings in this Deed.

1.2 Construction and Third Party Rights

1.2.1 Unless a contrary indication appears, any reference in this Deed to:

- (A) the singular includes the plural and vice versa;
- (B) the "**Lender**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

- (C) **"assets"** includes present and future properties, revenues and rights of every description;
- (D) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
- (E) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (F) a provision of law is a reference to that provision as amended or re-enacted;
- (G) a Clause or a Schedule is a reference to a clause of or schedule to this Deed;
- (H) this Deed shall be construed as references also to any separate or independent stipulation or agreement contained in it;
- (I) another agreement (including the Facility Agreement) shall be construed as a reference to such agreement as the same may have been modified, extended, amended, varied or supplemented or novated from time to time;
- (J) references to any form of property or asset (including a Charged Asset) shall include a reference to all or any part of that property or asset; and
- (K) the word **"including"** is without limitation.

1.2.2 Clause and Schedule headings are for ease of reference only.

1.2.3 The words **"other"**, **"or otherwise"** and **"whatsoever"** shall not be construed eiusdem generis or be construed as any limitation upon the generality of any preceding words or matters specifically referred to.

1.2.4 The terms of this Deed may be enforced only by a party to it and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

1.3 **Implied Covenants for Title**

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

1.4 **Effect as a Deed**

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

2. **COVENANTS TO PAY**

2.1 **Covenant to Pay Secured Liabilities**

The Company covenants that it shall on demand pay to the Lender all monies and discharge all obligations and liabilities now or hereafter due, owing or incurred by it or any Transaction Obligor to the Lender under or pursuant to the Finance Documents in each case when the same become due for payment or discharge, whether by acceleration or otherwise, and whether such monies, obligations or liabilities are express or implied;

present, future or contingent; joint or several; incurred as principal or surety; originally owing to or purchased (whether by assignment or otherwise) or acquired in any other way by the Lender; denominated in sterling or any other currency; or incurred on any current or other banking account or in any other manner whatsoever.

2.2 **Potential Invalidity**

Neither the covenant to pay in Clause 2.1 (*Covenant to Pay Secured Liabilities*) nor the obligation to pay interest pursuant to Clause 2.3 (*Interest*) nor the security created by this Deed shall extend to or include any liability or sum which would, but for this Clause 2.2, cause such covenant, obligation or security to be unlawful under any applicable law.

2.3 **Interest**

2.3.1 The Company hereby agrees to pay to the Lender, in respect of any amount demanded from it in accordance with this Deed (to the extent that interest on such amount is not otherwise being paid pursuant to any agreement between the Company and the Lender) interest from first demand by the Lender of the Company:

- (A) at the rate of interest payable or deemed to be payable by the Company in respect of the amount demanded as calculated and compounded in accordance with any agreement between the Lender and the Company with respect to such amount; or
- (B) failing such agreement, at the rate per annum which is two per cent. (2%) above the interest cost to the Lender (as conclusively determined by the Lender) of funding the amount demanded, such interest being calculated daily on the basis of a 365 day year and compounded with monthly rests.

2.3.2 Such interest shall accrue due on a daily basis from the demand by the Lender until actual payment by the Company (both before and after any further demand or judgment or the liquidation of the Company).

3. **SECURITY**

3.1 The Company hereby charges to the Lender by way of first fixed charge with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of the Company's rights to and title and interest from time to time in any and each of the Shares.

3.2 Notwithstanding any other provision of this Deed where:

- 3.2.1 a right or asset has been assigned by the Company under the Existing Security and the Company purports to assign the same asset or right under this Deed, that second assignment will instead take effect as a charge over the Company's remaining rights in respect of the relevant asset or right and will only take effect as an assignment if the assignment created by the Existing Security has no, or ceases to have, effect; and/or
- 3.2.2 this Deed purports to create a first fixed charge over any assets over which the Company granted a fixed charge under the Existing Security, that security interest will be a second-ranking charge ranking subject only to the equivalent first-ranking charge created by the Existing Security until such time as, or in circumstances where, the security interest created by the Existing Security has no, or ceases to have, effect,

and, for so long as the Existing Security remains in force and effect, any reference in this Deed to an asset secured under the Existing Security being assigned or the security over any asset secured under the Existing Security being first ranking or secured with full title guarantee, shall be construed accordingly and no breach or default shall arise under this Deed or any other Finance Document as a result of the execution of or the existence of any

security interest created (or purported to be created) under the Existing Security or this Deed and the terms of the Existing Security, the Deed and the other Finance Documents shall be construed accordingly so that there shall be no such breach or default.

- 3.3 Provided that the Company is in compliance with the terms of the Existing Security (including without limitation, any obligation to deliver or deposit any deeds, documents of title, certificates, evidence of ownership or related documentation, to give any notice or to carry out any registration or filing (other than the registration of this Deed at Companies House pursuant to section 859 of the Companies Act 2006)) then to the extent that the terms of this Deed impose the same or substantially the same obligation in respect of the same assets, the Company will be deemed to have complied with the relevant obligations herein by virtue of its compliance under the Existing Security.

4. **FURTHER ASSURANCE**

The Company shall promptly upon request by the Lender execute (in such form as the Lender may reasonably require) such documents (including assignments, transfers, mortgages, charges, notices and instructions) in favour of the Lender or its nominees and do all such assurances and things as the Lender may reasonably require for:

- 4.1.1 perfecting and/or protecting (by registration or in any other way) the security created or intended to be created by this Deed;
- 4.1.2 facilitating the realisation at any time on or after the occurrence of an Event of Default (and, to the extent required and in respect of the ASME Shares only, after the Lender has obtained FCA Consent) of all or any part of the Charged Assets; and
- 4.1.3 for exercising all powers, authorities and discretions conferred on the Lender or any Receiver pursuant to this Deed or by law.

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

- 5.1 The Company undertakes to the Lender with respect to the Charged Assets:

5.1.1 **Negative Pledge**

it shall not, without the prior consent in writing of the Lender, create or attempt to create or permit to subsist or arise any Security on, over or affecting the Charged Assets or any part of them;

5.1.2 **Disposals**

it shall not dispose of the Charged Assets or any part of them or agree so to do without the prior consent in writing of the Lender and for these purposes the term "dispose" shall include any form of disposal of any interest in any asset including (without limitation) any transfer, declaration of trust, assignment, sale or the creation of any other form of legal or equitable interest in or over any asset or any option in respect of any of the foregoing;

5.1.3 **Compliance with Laws**

it shall at all times comply with all laws and regulations applicable to it and will obtain and maintain in full force and effect all consents, licences, approvals or authorisations of, exemptions by or registrations or declarations with, any governmental or other authority which may at any time be required with respect to any of the Charged Assets;

5.1.4 **Prejudicial Action**

it shall not do or cause or permit to be done anything which may in any way reduce, jeopardise or otherwise prejudice the value to the Lender of the Charged Assets;

5.1.5 **Consents and Other Necessary Action**

it shall take all such action as may be available to it for the purpose of creating, perfecting or maintaining the security created or intended to be created pursuant to this Deed which shall include, without limitation, the obtaining of any necessary consent (in form and content satisfactory to the Lender) to enable all or any of the Charged Assets to be mortgaged or charged pursuant to this Deed. Immediately upon obtaining any necessary consent the asset concerned shall become subject to the security created by this Deed. The Company shall promptly deliver a copy of each consent to the Lender;

5.1.6 **Communications**

it shall promptly deliver to the Lender a copy of every circular, notice, resolution, minutes or other documents received by it in connection with the Charged Assets; and

5.1.7 **Nominees**

it has not and shall not appoint any nominee to exercise or enjoy all or any of its rights in relation to the Charged Assets.

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

6.1 **Deposit of Title Documents**

The Company shall deposit with the Lender or its nominee:

6.1.1 (to the extent that the relevant documents have not been deposited with a clearance system, settlement system or custodian acceptable to the Lender) all stock and share certificates and documents of, or evidencing, title or the right to title relating to the Charged Assets;

6.1.2 stock transfer forms or other instruments of transfer duly completed to the Lender's satisfaction; and

6.1.3 such other documents as the Lender may require from time to time for the purpose of perfecting its title to the Charged Assets or for the purpose of vesting the same in itself, its nominee or any purchaser or presenting the same for registration at any time.

6.2 **Registration of transfers**

The Company shall procure that, as and when required by the Lender, all Charged Assets which are in registered form are duly registered in the name of the Lender or its nominee once a transfer relating to those Charged Assets is presented for that purpose.

6.3 **Clearance Systems**

The Company shall, when requested by the Lender, instruct any clearance system, settlement system, custodian or similar person to transfer to the account of the Lender (or its nominee) with such clearance system (or as otherwise required by the Lender) any Charged Assets then held by any such person for the account of the Company.

6.4 **Calls**

The Company:

- 6.4.1 shall not, without the prior written consent of the Lender, acquire any Charged Assets unless such Charged Assets are fully paid; and
- 6.4.2 shall duly and promptly pay all calls, instalments or other payments which may be due and payable in respect of such Charged Assets and, for the avoidance of doubt, the Lender shall not incur any liability in respect of any amounts due from the Company in respect of such Charged Assets.

6.5 Dividends

The Lender (or its nominee) shall hold all dividends or other monies received by it in respect of the Charged Assets for the account of the Company and, prior to the occurrence of a Default which is continuing unwaived by the Lender, shall pay the same to an account of the Company as soon as practicable following receipt of a written request so to do.

6.6 Voting Rights and Other Matters

- 6.6.1 Prior to the occurrence of a Default which is continuing unwaived by the Lender and save as otherwise provided in this Clause 6.6, the Company shall exercise (or direct the Lender to exercise on its behalf) all voting rights in respect of the Charged Assets provided that the Company shall not exercise (or direct the exercise of) such voting rights in any manner which, in the reasonable opinion of the Lender, may prejudice the value of, or the ability of the Lender to realise, the security over the Charged Assets created pursuant to this Deed.
- 6.6.2 The Company shall not, without the prior written consent of the Lender, permit or agree to any variation of the rights attaching to or conferred by any of the Charged Assets, participate in any rights issue, elect to receive or vote in favour of receiving any dividends or other distributions other than in the form of cash or participate in any vote concerning a member's voluntary winding-up or a compromise or arrangement pursuant to sections 895-901 of the Companies Act 2006.
- 6.6.3 Subject to Clause 6.6.6 below, at any time on or after the occurrence of a Default which is continuing unwaived by the Lender (and, to the extent required and in respect of the ASME Shares only, after the Lender has obtained FCA Consent), the Lender may in such manner and on such terms as it sees fit (in the name of the Company or otherwise and without the need for further consent from the Company):
 - (A) exercise (or refrain from exercising) any voting rights in respect of the Charged Assets or, as the case may be, require the Company to exercise (or refrain from exercising) any such voting rights in accordance with the directions of the Lender (in which event, the Company shall comply with all such directions of the Lender); and/or
 - (B) apply all dividends and other monies arising from the Charged Assets in accordance with Clause 13 (*Application of Monies Received Under this Deed*); and/or
 - (C) without prejudice to any other provision of this Deed, transfer the Charged Assets into the name of a nominee or transferee of the Lender as the Lender may require; and/or
 - (D) exercise (or refrain from exercising) all or any of the powers and rights conferred upon or exercisable by the legal or beneficial owner of the Charged Assets.
- 6.6.4 The Lender may, in its absolute discretion and without any consent or authority from the Company, at any time, by notice to the Company (which notice shall be

irrevocable), elect to give up the right to exercise (or refrain from exercising) all voting rights and powers in respect of the Shares conferred or to be conferred on the Lender pursuant to Clause 6.6.3.

6.6.5 Once a notice has been issued by the Lender under Clause 6.6.4, on and from the date of such notice the Lender shall cease to have the right to exercise or refrain from exercising voting rights and powers conferred or to be conferred on it pursuant to Clause 6.6.3 or any other provision of this Deed in respect of the Shares specified in that notice, and all such rights will be exercisable by the Company. The Company shall be entitled on and from the date of such notice, to exercise all voting rights and powers in relation to the Shares specified in that notice subject only to the proviso contained in Clause 6.6.1 and to Clause 6.6.2.

6.6.6 The Lender shall not be entitled to exercise any voting rights or any other powers or rights under Clause 6.6.3 above if and to the extent that:

(A) a notifiable acquisition would, as a consequence, take place under section 6 of the National Security and Investment Act 2021 (the "**NSI Act**") and any regulations made under the NSI Act; and

(B) either:

(1) the Secretary of State has not approved that notifiable acquisition in accordance with the NSI Act; or

(2) the Secretary of State has approved that notifiable acquisition in accordance with the NSI Act but there would, as a consequence, be a breach of the provisions of a final order made in relation to that notifiable acquisition under the NSI Act.

6.7 **Liability of Lender**

The Company agrees with the Lender that neither the Lender nor any nominee will have any liability for:

6.7.1 failing to present any coupon or other document relating to any of the Charged Assets;

6.7.2 accepting or failing to accept any offer relating to any of the Charged Assets;

6.7.3 failing to attend or vote at any meetings relating to the Charged Assets;

6.7.4 failing to notify the Company of any matters mentioned in this Clause 6.7 or of any communication received by the Lender in relation to the Charged Assets; or

6.7.5 any loss arising out of or in connection with the exercise or non-exercise of any rights or powers attaching or accruing to the Charged Assets or which may be exercised by the Lender or any nominee for the Lender under this Deed (whether or not on sale or other realisation of the Charged Assets a better price could have or might have been obtained by either deferring or advancing the date of sale or realisation or otherwise).

6.8 **Register of members**

The Company shall procure that, during the Security Period, no company whose shares are subject to the Security purported to be created under this Deed keeps information in respect of its members on the central register kept by the Registrar at Companies House.

7. RIGHTS OF THE LENDER

7.1 Enforcement

At any time on and after the occurrence of an Event of Default which is continuing (and, to the extent required and in respect of the ASME Shares only, after the Lender has obtained FCA Consent), the security created pursuant to this Deed shall be immediately enforceable and the Lender may in its absolute discretion and without notice to the Company or the prior authorisation of any court:

7.1.1 enforce all or any part of the security created by this Deed and take possession of or dispose of all or any of the Charged Assets in each case at such times and upon such terms as it sees fit; and

7.1.2 whether or not it has appointed a Receiver, exercise all of the powers, authorities and discretions granted to a Receiver by this Deed or by law.

7.2 Restrictions on Consolidation of Mortgages

Section 93 of the LPA shall not apply to this Deed or to any sale made under it. The Lender shall have the right to consolidate all or any of the security created by or pursuant to this Deed with any other security in existence at any time. Such power may be exercised by the Lender at any time on or after the occurrence of an Event of Default which is continuing (and, to the extent required and in respect of the ASME Shares only, after the Lender has obtained FCA Consent).

7.3 Restrictions on Exercise of Power of Sale

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

7.4 No Prior Notice Needed

The powers of the Lender set out in Clauses 7.2 (*Restrictions on Consolidation of Mortgages*) and 7.3 (*Restrictions on Exercise of Power of Sale*) above may be exercised by the Lender without prior notice to the Company.

7.5 Right of Appropriation

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

accordance with this Clause shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

- 7.5.2 The Lender shall notify the Company as soon as reasonably practicable of the exercise of its right of appropriation as regards such of the Charged Assets as are specified in such notice.

7.6 **Application for FCA Consent**

The Lender agrees to apply for FCA Consent in respect of the ASME Shares only following the occurrence of an Event of Default which is continuing and not before.

8. **EXONERATION**

8.1 **Exoneration**

The Lender shall not, nor shall any Receiver, by reason of its or the Receiver entering into possession of the Charged Assets or any part thereof, be liable to account as mortgagee in possession or be liable for any loss or realisation or for any default or omission for which a mortgagee in possession might be liable; but every Receiver duly appointed by the Lender under this Deed shall for all purposes be deemed to be in the same position as a receiver duly appointed by a mortgagee under the LPA save to the extent that the provisions of that Act are varied by or are inconsistent with the provisions of this Deed when the provisions hereof shall prevail and every such Receiver and the Lender shall in any event be entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the LPA.

8.2 **Indemnity**

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

9. **APPOINTMENT OF RECEIVER**

9.1 **Appointment**

At any time on or after the occurrence of an Event of Default which is continuing (and, to the extent required and in respect of the ASME Shares only, after the Lender has obtained FCA Consent), or at the request of the Company, the Lender may, without prior notice to the Company, in writing (under seal, by deed or otherwise under hand) appoint a Receiver in respect of the Charged Assets or any part thereof and may in like manner from time to time (and insofar as it is lawfully able to do) remove any Receiver and appoint another in their stead.

9.2 **More than one Receiver**

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

9.3 **Receiver as agent**

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

9.4 **Receiver's Remuneration**

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

10. **RECEIVER'S POWERS**

10.1 **Powers**

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

- 10.1.1 all of the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- 10.1.2 all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA;
- 10.1.3 all the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which the Company itself could do or omit to do;
- 10.1.4 the power to do all things which, in the opinion of the Receiver, are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Receiver pursuant to this Deed or upon receivers by statute or law generally (including, without limitation, the bringing or defending of proceedings in the name of, or on behalf of, the Company; the collection and/or realisation of Charged Assets in such manner and on such terms as the Receiver sees fit; and the execution of documents in the name of the Company (whether under hand, or by way of deed or by utilisation of the company seal of the Company).

10.2 **Powers may be Restricted**

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

11. **PROTECTION OF PURCHASERS**

11.1 **Absence of Enquiry**

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

11.2 **Receipt: Conclusive Discharge**

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

12. **POWER OF ATTORNEY AND DELEGATION**

12.1 **Power of Attorney: General**

The Company hereby irrevocably and by way of security appoints the Lender and any Receiver severally to be its attorney in its name and on its behalf and as its act and deed:

- 12.1.1 to execute and deliver any documents or instruments which the Lender or such Receiver may require for perfecting the title of the Lender to the Charged Assets or for vesting the same in the Lender, its nominee or any purchaser;
- 12.1.2 to sign, execute, seal and deliver and otherwise perfect any further security document which the Company is required to enter into pursuant to this Deed; and
- 12.1.3 otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Lender or any Receiver under this Deed or which the Company is required to do pursuant to this Deed or which may be deemed expedient by the Lender or a Receiver in connection with any preservation, disposition, realisation or getting in by the Lender or such Receiver of the Charged Assets or any part thereof or in connection with any other exercise of any other power under this Deed.

12.2 **Power of Attorney: Ratification**

The Company ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney mentioned in this Clause shall do or purport to do in exercise of the powers granted by this Clause.

12.3 **General Delegation**

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

13. **APPLICATION OF MONIES RECEIVED UNDER THIS DEED**

Any monies received under the powers hereby conferred shall, subject to the repayment of any claims having priority to this Deed, be applied for the following purposes and in the following order of priority:

- 13.1.1 in satisfaction of all costs, charges and expenses and payments (including payments made in accordance with paragraphs (i), (ii) and (iii) of section 109(8) of the LPA) made or incurred by the Lender or the Receiver and of remuneration to the Receiver in such order as the Lender shall in its absolute discretion decide;
- 13.1.2 in or towards satisfaction of the Secured Liabilities which shall be applied in such order as the Lender shall in its absolute discretion decide; and
- 13.1.3 the surplus, if any, shall be paid to the Company or other person or persons entitled to it,

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

14. **RELEASE OF SECURITY**

14.1 **Release**

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

14.2 **Avoidance of Payments**

14.2.1 No amount paid, repaid or credited to the Lender shall be deemed to have been irrevocably paid if the Lender considers that the payment or credit of such amount is capable of being avoided or reduced by virtue of any laws applicable on bankruptcy, insolvency, liquidation or similar laws.

14.2.2 If any amount paid, repaid or credited to the Lender is avoided or reduced by virtue of any laws applicable on bankruptcy, insolvency, liquidation or any similar laws then any release, discharge or settlement between the Lender and the Company shall be deemed not to have occurred and the Lender shall be entitled to enforce this Deed subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

15. **AMOUNTS PAYABLE**

15.1 **No Deduction**

All payments under this Deed by the Company shall be made without any set-off, counterclaim or equity and (subject to the following sentence) free from, clear of and without deduction for any taxes, duties, levies, imposts or charges whatsoever, present or future. If the Company is compelled by the law of any applicable jurisdiction (or by an order of any regulatory authority in such jurisdiction) to withhold or deduct any sums in respect of taxes, duties, levies, imposts or charges from any amount payable to the Lender under this Deed or, if any such withholding or deduction is made in respect of any recovery under this Deed, the Company shall pay such additional amount so as to ensure that the net amount received by the Lender shall equal the full amount due to it under the provisions of this Deed (had no such withholding or deduction been made).

15.2 **Currency of Payment**

The obligation of the Company under this Deed to make payments in any currency shall not be discharged or satisfied by any tender, or recovery pursuant to any judgment or otherwise, expressed in or converted into any other currency, except to the extent to which such tender or recovery results in the effective receipt by the Lender of the full amount of the currency expressed to be payable under this Deed.

15.3 **Currencies**

15.3.1 If any sum due from the Company under this Deed (a **"Sum"**), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the **"First Currency"**) in which that Sum is payable into another currency (the **"Second Currency"**) for the purpose of:

- (A) making or filing a claim or proof against the Company;
 - (B) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings; or
 - (C) applying the Sum in satisfaction of any of the Secured Liabilities,
- the Company shall, as an independent obligation, within three Business Days of demand, indemnify the Lender against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to the Lender at the time of its receipt of that Sum.

15.3.2 The Company waives any right it may have in any jurisdiction to pay any amount under this Deed in a currency unit other than that in which it is payable.

16. REPRESENTATIONS AND WARRANTIES

16.1 Representations

The Company makes the following representations and warranties in favour of the Lender:

16.1.1 Status

It is a company duly formed and validly existing under the laws of its jurisdiction of formation.

16.1.2 Powers and authority

It has the power to enter into and perform, and has taken all necessary action to authorise the entry into, performance and delivery of, this Deed.

16.1.3 Legal validity

This Deed constitutes its legal, binding, valid and enforceable obligations.

16.1.4 Non conflict

The entry into and performance by it of, and the transactions contemplated by, this Deed do not and will not conflict with:

- (A) any law or regulation or judicial or official order applicable to it; or
- (B) its constitutional documents or the constitutional documents of any issuer of any of the Charged Assets; or
- (C) any agreement or document which is binding upon it or any of its assets or result in a requirement for the creation of any Security over any of the Charged Assets (other than as contemplated by this Deed).

16.1.5 Status of assets and security

It is the legal and beneficial owner of the Charged Assets free from Security (other than this Deed and, in respect of the ADCL Shares and the ASME Shares, the Existing Security) and this Deed confers the security it purports to confer over the Charged Assets and the security created under or pursuant to this Deed is not (other than, in respect of the ADCL Shares and the ASME Shares, the Existing Security) subject to any prior or pari passu Security and is not liable to avoidance on liquidation or bankruptcy, composition or any other similar insolvency proceedings.

16.1.6 Transfer, registration and calls

- (A) The Charged Assets are free from any restrictions as to transfer or registration and are not subject to any calls or other liability to pay money.
- (B) No company whose shares are subject to the Security purported to be created under this Deed keeps information in respect of its members on the central register kept by the Registrar at Companies House.

16.1.7 Stamp taxes and registration

No stamp or registration duty or similar Tax or charge is payable in its jurisdiction of incorporation in respect of this Deed and it is not necessary that this Deed be filed, recorded or enrolled with any court or other authority in any jurisdiction.

16.1.8 No proceedings pending or threatened

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency have (to the best of its knowledge and belief) been started or threatened against the Company.

16.1.9 Governing law and enforcement

- (A) The governing law specified in this Deed will be recognised and enforced in its jurisdiction of incorporation.
- (B) Any judgment obtained in England in relation to this Deed will be recognised and enforced in its jurisdiction of incorporation.

16.1.10 No immunity

The execution by it of this Deed constitutes, and the exercise by it of its rights and performance of its obligations under this Deed will constitute, private and commercial acts performed for private and commercial purposes and it will not be entitled to claim immunity from suit, execution, attachment or other legal process in any proceedings taken in its jurisdiction of incorporation in relation to this Deed.

16.1.11 Licences

It is not necessary under the laws of its jurisdiction of incorporation:

- (A) in order to enable the Lender to enforce its rights under this Deed; or
- (B) by reason of the execution of this Deed or the performance by it of its obligations under this Deed,

that the Lender should be licensed, qualified or otherwise entitled to carry on business in its jurisdiction of incorporation and the Lender is not and will not be deemed to be resident, domiciled or carrying on business in its jurisdiction of incorporation by reason only of execution, performance and/or enforcement of this Deed.

16.1.12 Jurisdiction

Its:

- (A) irrevocable submission under this Deed to the jurisdiction of the courts of England;
- (B) agreement that this Deed is governed by English law; and
- (C) agreement not to claim any immunity to which it or its assets may be entitled,

are legal, valid and binding under the laws of its jurisdiction of incorporation and any judgment obtained in England will be recognised and be enforceable by the courts of its jurisdiction of incorporation.

16.2 Times for Making Representations and Warranties

The representations and warranties set out in this Clause are made on the date of this Deed and are deemed to be repeated each day prior to the expiry of the Security Period by reference to the facts and circumstances then existing.

17. NEW ACCOUNTS

If the Lender receives notice of any subsequent charge or other interest affecting any part of the Charged Assets (the date of receipt of such notice being the "**Notice Date**") it may, without prejudice to its rights under this Deed, open a fresh account or accounts with the

Company and continue any existing account in the name of the Company and may appropriate to any such fresh account any monies paid in, received or realised for the credit of the Company after that time without being under any obligation to apply the same or any part of them in discharge of any of the Secured Liabilities. If the Lender fails to open a fresh account it will be deemed to have done so and any monies received or realised after the Notice Date will not reduce the Secured Liabilities outstanding on the Notice Date.

18. **MISCELLANEOUS**

18.1 **The Company**

This Deed shall be binding on the successors and assigns of the Company.

18.2 **Assignment and Transfer**

The Company may not assign any of its rights under this Deed or transfer any of its rights or obligations under this Deed. The Lender may assign and transfer all or any part of its rights and obligations under this Deed.

18.3 **Disclosure**

The Lender may disclose to:

18.3.1 any of its affiliates;

18.3.2 any of its or its affiliates' professional advisers;

18.3.3 any person to (or through) whom the Lender assigns or transfers (or may potentially assign or transfer) all or any of its rights and obligations under this Deed;

18.3.4 a Receiver, prospective Receiver or Administrator;

18.3.5 any person (together with professional advisers) who may have an interest in the benefits arising under this Deed and/or the Facility Agreement; or

18.3.6 any person to whom, and to the extent that, information is required to be disclosed by any applicable law or regulation,

any information about the Company, the Facility Agreement or this Deed as the Lender shall consider appropriate if, in relation to Clauses 18.3.2 and 18.3.4 above, the person to whom the information is to be given has entered into a confidentiality undertaking.

18.4 **Remedies and Waivers Cumulative**

Save as expressly provided in this Deed, no failure to exercise, or delay in exercising any right, power, privilege or remedy under this Deed, on the part of the Lender shall operate as a waiver, nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise, or the exercise of any other right, power, privilege or remedy. No waiver by the Lender shall be effective unless it is in writing. The rights and remedies of the Lender provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

18.5 **Set-Off, Combination of Accounts and Lien**

The Lender may set off any matured obligation due from the Company to it under this Deed, the Facility Agreement or any of the other Finance Documents against any matured obligation owed by the Lender to the Company, regardless of the place of payment, booking, branch or currency of either obligation and apply any credit balance to which the Company is entitled on any account with the Lender in accordance with Clause 13 (*Application of Monies Received under this Deed*). If the obligations are in different currencies, the Lender may, at the cost of the Company, convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

18.6 Partial Invalidity

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

18.7 Property

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

18.8 Continuing Security

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

18.9 Additional Security

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

18.10 Variation of Security

This Deed shall not in any way be affected or prejudiced by the Lender at any time dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any security or guarantee referred to in Clause 18.9 (*Additional Security*) above or any rights which the Lender may at any time have or giving time for payment or granting any indulgence or compounding with any person whatsoever.

18.11 Enforcement of Other Security

The Lender shall not be obliged to enforce any other Security it may hold for the Secured Liabilities before enforcing any of its rights under this Deed.

18.12 Redemption of Prior Incumbrances

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

18.13 Stamp Taxes

The Company covenants to pay to the Lender or any Receiver, attorney, manager, agent or other person appointed by the Lender under this Deed immediately on demand a sum equal to any liability which the Lender, that Receiver, attorney, manager, agent or other person incurs in respect of stamp duty, registration fee and other taxes which is or becomes payable in connection with the entry into, performance or enforcement of this Deed (including any interest, penalties, liabilities, costs and expenses resulting from any failure to pay or delay in paying any such duty, fee or tax).

18.14 Costs and Expenses

The Company shall on demand reimburse the Lender for all costs and expenses (including legal fees) incurred by it (on a full indemnity basis together with any applicable VAT) in connection with the negotiation, preparation and execution of this Deed, the completion of the transactions and perfection of the security contemplated by this Deed and the exercise, preservation and/or enforcement or attempted enforcement of the security created by or contemplated by this Deed.

18.15 **Further advances**

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

19. **CALCULATIONS AND CERTIFICATES**

19.1 **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 in connection with this Deed are *prima facie* evidence of the matters to which they relate.

19.2 **Certificates and Determinations**

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

19.3 **Day Count Convention**

Any interest 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.

20. **NOTICES**

20.1 **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 given in person, by post or email.

20.2 **Addresses**

The address and email addresses (and the department or officer, if any, for whose attention the communication is to be made) of each party to this Deed for any communication or document to be made or delivered under or in connection with this Deed is that identified with its name below or any substitute address, email address or department or officer as the Lender or the Company may notify to the other party by not less than five Business Days' notice.

20.3 **Delivery**

20.3.1 Any communication or document made or delivered by the Lender under or in connection with this Deed will only be effective:

(A) if by way of email, at the time of transmission; or

(B) 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 20.2 (*Addresses*), if addressed to that department or officer.

20.3.2 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 below (or any substitute department or officer as the Lender shall specify for this purpose).

20.4 **English language**

20.4.1 Any notice given under or in connection with this Deed must be in English.

- 20.4.2 All other documents provided under or in connection with this Deed must be:
- (A) in English; or
 - (B) if not in English, and if so required by the Lender, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

21. **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 the Deed.

22. **LAW**

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

23. **ENFORCEMENT**

23.1 **Jurisdiction of English Courts**

23.1.1 Subject to Clause 23.1.3 below, the courts of England have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual dispute or claim) (a "**Dispute**").

23.1.2 Subject to Clause 23.1.3 below, the parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly the Company will not:

- (A) argue to the contrary; or
- (B) initiate or pursue any proceedings relating to a Dispute in any jurisdiction other than England.

23.1.3 Notwithstanding Clauses 23.1.1 and 23.1.2 above, the Lender shall not be prevented from initiating or pursuing proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may initiate or pursue:

- (A) proceedings in any other court; and
- (B) concurrent proceedings in any number of jurisdictions, irrespective of whether proceedings have already been initiated by any party in England. The Company irrevocably waives any right that it may have to claim that the action has been brought in an inconvenient forum.

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

THE COMPANY

SIGNED as a deed for and on behalf of
ASSETZ CAPITAL LIMITED by **STUART**
LAW


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SIGNED as a deed for and on behalf of
ASSETZ CAPITAL LIMITED by **MARK**
WARDROP

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)
)

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.....

Notice details

Name: Assetz Capital Limited

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

Attention: Stuart Law

Telephone:



Email:



With a copy to:

Attention: Sean McGrath

Telephone:



Email:



THE LENDER

EXECUTED as a **DEED** for and on behalf of
AROS KAPITAL LIMITED by

acting through its duly authorised
signatories

Authorized Signatory

Author sed S gnatory

Notice details

Name: Aros Kapital Limited

Address: 8 Pollen Street, London W1S 1NG

Attention: Nils Gustav Per Rocklinger and Toby Price

Telephone:

Email:

With a copy to:

Name: Aros Kapital AB

Address: Johan På Gårdas Gata 5A, 412 50 Gothenburg, Sweden

Attention: Marcus Moller and David Nylén

Telephone:

Email: