



Registration of a Charge

Company Name: **WELLESLEY GROUP INVESTORS LIMITED**

Company Number: **08478238**



Received for filing in Electronic Format on the: **22/12/2022**

XBJEXV8G

Details of Charge

Date of creation: **08/12/2022**

Charge code: **0847 8238 0001**

Persons entitled: **BARCLAYS BANK IRELAND PLC**

Brief description:

Contains fixed charge(s).

Contains floating 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: **JOANNE KILLEY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8478238

Charge code: 0847 8238 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th December 2022 and created by WELLESLEY GROUP INVESTORS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd December 2022 .

Given at Companies House, Cardiff on 30th December 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**

Private Bank

Securities Backed Lending

Barclays Bank Ireland PLC

Client Security Agreement
(Individuals and Companies)

Bank Copy – Please sign and return



BARCLAYS BANK PLC
BARCLAYS HOUSE
VICTORIA STREET
DOUGLAS, IO1M
BM06 1AJ

I CERTIFY THAT THIS IS A TRUE
COPY OF THE ORIGINAL

SIGNED

A handwritten signature in black ink, appearing to be "J. J. J.", written over a horizontal line.

Client Security Agreement

Dated 08 / 12 / 2022
Name of customer/company name
WELLESLEY GROUP INVESTORS LIMITED
registered number (if relevant)
08478238
Address (if Client is a company, insert registered address)
183 GREENS LANE, LONDON
N13 9RS

By entering into this Client Security Agreement you create security in our favour over all the assets you hold with us or an Affiliate or an Agent to support the liabilities you owe to us from time to time. For details on when and how this Client Security Agreement will be released please refer to the paragraph called "Release".

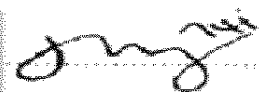
If you do not understand your obligations under this Client Security Agreement please ask your lawyer to explain it to you.

We and you agree that we both intend that this Client Security Agreement takes effect as a deed even though one or both of us may only execute this Client Security Agreement by way of a signature.

This Client Security Agreement will take security over all assets held by you with us or an Affiliate. Due to our policies and processes we may not count all of those Security Assets when calculating the Security Value or Lending Value. Reasons for that may include (a) that you have asked us to consider those Security Assets as primary security for another facility that we extend to you or to someone you are providing security for and (b) that we are unable to monitor those assets in the manner required for them to be counted towards the Security Value. Please refer to the Application Form for further details.

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Explanation of some legal terms used in this Client Security Agreement

This Client Security Agreement contains a number of legal terms. It is important that we use these terms because they have a special meaning under the law. However, we explain below the meaning of those terms.

mortgage means that you transfer ownership of property to us to secure your obligation to pay us money. If you fail to pay us, we can sell your property. Once you repay that money, we will transfer the property back to you.

charge means that you give us rights in property to secure your obligation to pay us money. Once you repay that money, we will release our rights to the property. These rights give us the right to sell your property if you fail to pay us. A charge may be a **fixed charge** or a **floating charge**. If a charge is a fixed charge, you have no right to deal with the property without our consent. If a charge is a floating charge, you have the right to deal with the property until we give you notice, or the floating charge automatically becomes a fixed charge.

pledge means we take possession of your property to secure your obligation to pay us money. We will keep the property until you repay that money.

lien means we are entitled to retain possession of property that we hold for you to secure your obligation to pay us money. We will only release the property when you repay that money.

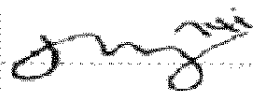
receiver means a person who we may appoint to enforce the Security under this Client Security Agreement on our behalf.

power of attorney means that you appoint us as your representative to do certain things. Our actions as attorney for you will be binding on you. Under this Agreement, you appoint us as your attorney to do things which you would otherwise be required to do under this Client Security Agreement.

insolvency means you are unable to pay your debts as they fall due.

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1. Promise to Pay

- (a) In support of the Security created by this Client Security Agreement, and as an independent obligation, you agree to pay or discharge promptly when we ask you all of the Secured Obligations when, and in the manner, they are due.
- (b) You acknowledge that the amount secured by this Client Security Agreement is the full amount of the Secured Obligations.

2. Creation of Security

2.1 Mortgage

You mortgage in our favour any shares forming part of the investments on the date of this Client Security Agreement.

2.2 Fixed charges

You charge in our favour by way of first fixed charge all your rights in:

- (a) the Investments (to the extent they have not been mortgaged under paragraph 2.1 (Mortgage));
- (b) the Accounts;
- (c) the Trading Facility Amount; and
- (d) the Third Party Deposits.

2.3 Floating charge

If you are a company, you charge in our favour by way of first floating charge the Security Assets, to the extent not mortgaged under paragraph 2.1 (Mortgage) or charged under paragraph 2.2 (Fixed charges).

3. Conversion of Floating Charge

3.1 Conversion by notice

If you are a company, we may immediately convert the floating charge created under paragraph 2.3 (Floating charge) into a fixed charge in relation to any Security Assets if:

- (a) an Enforcement Event has occurred; or
- (b) we consider any Security Asset subject to such floating charge to be in jeopardy; or
- (c) we consider that such conversion is desirable in order to protect the value of the Security Assets or the priority of the Portfolio Security.

If we have done this we will inform you in writing.

3.2 Automatic conversion

The floating charge created under paragraph 2.3 (Floating charge) will automatically and immediately be converted into a fixed charge over all of the Security Assets not already subject to an effective fixed charge.

- (a) if you take any step to create any Security in breach of paragraph 6 (Restriction on Dealings) over any of the Security Assets subject to such floating charge; or
- (b) if any person attempts to take control of any of the Security Assets subject to such floating charge; or
- (c) on the occurrence of an Event of Default or a demand for repayment.

3.3 Reconversions to floating charge

We may reconvert any floating charge which has crystallised into a fixed charge back into a floating charge. We will inform you in writing whenever we have done this.

4. Release

If you have paid or discharged all of the Secured Obligations, and you ask us to, we will release our rights in the Security Assets. We may charge you for the reasonable costs we incur in doing this. Please note that release of our rights to Security Assets will reduce the Security Value and may result in a Close-Out Netting or us not being able to let you use the Facilities.

This release is not effective in the circumstances described in paragraph 5(a) (Provisions relating to the Portfolio Security) or if an Event of Default has occurred and is continuing.

5. Provisions Relating to the Portfolio Security

(a) The Portfolio Security

- (i) is created in our favour;
- (ii) is created over your present and future assets; and
- (iii) is a continuing Security for the payment or discharge of all of the Secured Obligations. This means that the

Portfolio Security extends to the ultimate balance of the Secured Obligations regardless of any amounts you have actually paid to us.

- (b) If we consider that an amount paid to us is capable of being set aside under law, then we may treat such amount as having not been paid and the Portfolio Security and your liability under this Client Security Agreement will continue in respect of that amount.

6. Restriction on dealings

You may not:

- (a) create any Security (other than the Portfolio Security) on any of the Security Assets or allow any Security to continue; or
- (b) dispose in any way of or any part of your rights to the Security Assets;

unless we allow you to do so.

7. Representations

7.1 Representations

You represent to us as follows:

(A) Investments

- (i) The Investments which you intend to create Security over are duly authorised, validly issued and fully paid.
- (ii) You have not nominated any person to enjoy or exercise any right relating to the Investments;

(B) Security Assets

- (i) You are the absolute owner of the assets you intend to create Security over under this Client Security Agreement. This does not apply to any investments registered in the name of your nominee or in our name (or that of our nominee).
- (ii) You have not created Security over any of the assets you intend to create Security over under this Client Security Agreement and you have not disposed of those assets.

7.2 Times for making representations

The representations set out in paragraph 7.1 (Representations):

- (a) are made by you on the date of this Client Security Agreement; and
- (b) you are deemed to repeat them on each date prior to the Final Discharge Date on which you use a Facility, in each case by reference to the circumstances existing at that time.

8. Accounts

8.1 Exercise of rights

- (a) Following the occurrence of an Enforcement Event, you are not entitled to transfer any asset from any Account unless we allow you to do so in writing.
- (b) We may transfer or set off any or all money or any other asset or right in any Account in or towards payment or other satisfaction of all or part of the Secured Obligations. We do not have to give you notice in advance if we do this, but we will try to do so if the circumstances allow.

9. Investments

9.1 Voting Power

- (a) Unless we tell you otherwise, you may continue to exercise voting rights in respect of your Investments; if the Investments have been registered in our name (or that of our nominee), we (or our nominee) will exercise the voting rights in accordance with your written instructions.
- (b) You must not exercise any of your voting rights in respect of your Investments (or direct us (or our nominee) to exercise such voting rights) in any manner which could reasonably be expected to adversely affect our interests.
- (c) After we have enforced our Security in relation to any Investment, we, an Affiliate or an Agent may exercise any voting rights in any way we think fit, without any further consent from you. Where necessary, you appoint us as your proxy in order for us to exercise any voting rights.

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- (d) Until we give you notice that we have enforced our Security over any Investment, you agree that we do not have voting power. As you may exercise voting rights in relation to an Investment until we enforce our Security, you have voting power in respect of the Investments until such time.

9.2 Other Undertakings

- (a) Prior to the occurrence of an Enforcement Event, you may receive and retain all income paid in relation to the Investments.
- (b) You must not nominate any person, other than us (or our nominee), to enjoy or exercise any right relating to any of the Investments.
- (c) You will pay when due all payments that may be or become due in respect of any of the Investments. If you fail to pay such amounts, we may make such payment on your behalf. If we make such a payment, you must refund us (together with interest at the rate applicable to a Loan Facility for the period from and including the date incurred up to and excluding the date refunded) when we ask you.

10. Enforcement of Portfolio Security

10.1 Timing and manner of enforcement

- (a) We may enforce the Portfolio Security:
- upon the occurrence of an Enforcement Event; or
 - if you ask us to exercise any of our powers under this Client Security Agreement; or
 - on the appointment of a Receiver.
- (b) Upon enforcement we may in our absolute discretion enforce all or any part of the Portfolio Security in any manner we see fit.
- (c) We will not be liable to you for any loss arising from the way in which we enforce the Portfolio Security.

10.2 General

- (a) As a person with Security over your assets, we have certain rights by law to deal with your property, including to sell it, if you default. These rights are set out in more detail in the Land and Conveyancing Law Reform Act, 2009 (the "Act"), and include the right to sell your property on your default, insure your property and to appoint a receiver. We have these powers from the date of this Client Security Agreement, and, in order to qualify for these powers, the Secured Obligations will be deemed to be due and payable from the date of this Client Security Agreement.
- (b) At any time after the security constituted by the Client Security Agreement has become enforceable in accordance with the terms of such Client Security Agreement, the power of sale, the power to appoint a receiver and all other powers conferred on mortgagees or receivers by such Client Security Agreement, the Act or otherwise may be exercised immediately without the need:
- to give notice to you or any other person or make demand for payment or advertisement or other formality; or
 - to comply with section 96(1)(c) of the Act; or
 - to obtain the consent from you or an order for possession under sections 97 (Taking possession) or 98 (Abandoned property) of the Act; or
 - for the occurrence of any of the events specified in paragraphs (a) to (c) of section 100(1) of the Act or in paragraphs (a) to (c) of section 108(1) of the Act; or
 - or give notice as specified in the final proviso to section 108(1) of the Act; or
 - to obtain the consent from your or a court order authorising the exercise of the power of sale under sections 100(2) or (3) of the Act; or
 - to give any notice to you under section 103(2) of the Act.

These rules contain restrictions on our power to sell your assets following your default. We are excluding these restrictions because it is common for persons taking Security to do so and because they are impractical and prevent us acting quickly to protect our position following your default.

10.3 Contingencies

If we enforce the Portfolio Security at a time when there are no Secured Obligations which are payable but at a time when amounts may be payable in the future, we (or a Receiver) may pay the proceeds of enforcement into suspense accounts.

10.4 Protection of third parties

- (a) If we deal with third parties in enforcing the Portfolio Security, those persons do not need to enquire:
- whether the Secured Obligations have become payable;
 - whether any power which we or a Receiver may purport to exercise has become exercisable or is being properly exercised;
 - whether any amount remains due under the Secured Obligations; or
 - how any money paid to us or to a Receiver is to be applied.
- (b) If we or a Receiver receive any moneys from any person, such receipt will be a good discharge of that person's obligations. They do not need to be concerned with how we or a Receiver apply the moneys.

10.5 Right of appropriation

The European Communities (Financial Collateral Arrangements) Regulations, 2010 (SI No. 626 of 2010) (as amended by The European Communities (Financial Collateral Arrangements) (Amendment) (No. 2) Regulations 2011) as amended from time to time (FCARs) apply to Security given by companies over certain financial instruments. Where the FCARs apply to Security, legal rules on the taking, registration and enforcement of Security do not apply. The FCARs also give Security takers rights in addition to those they would otherwise have under law.

If you are a company, and to the extent that any of the Security Assets constitute "financial collateral" and this Client Security Agreement and your obligations under it constitute a "security financial collateral arrangement" (in each case, as defined in the FCARs), we have the right to take without notice to you (on one or more occasions) all or any part of such financial collateral to settle the Secured Obligations.

Because we are transferring these assets to ourselves, it is important that there is a transparent method for their valuation. For this purpose, the value of the financial collateral taken by us will be:

- in the case of cash, the amount standing to the credit of each Account or Third Party Deposit together with any accrued interest at the time we exercise our rights;
- in the case of the Trading Facility Amount, the value of your exposure under the Trading Facilities as determined by us in a commercially reasonable manner; and
- in the case of the Investments, the market price of such Investments as determined by us in a commercially reasonable manner (which may include reference to a public index or independent valuation).

11. Receiver

11.1 Appointment of Receivers

- (a) We may without notice to you appoint one or more persons to be a Receiver:
- if requested by you;
 - upon the occurrence of an Enforcement Event.
- (b) If we appoint more than one person as Receiver, we may give those persons power to act together or separately.

11.2 Removal of Receivers

We may remove any Receiver and appoint a new Receiver.

11.3 Agent of Charger

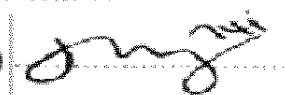
Any Receiver will be your agent. This means you are responsible for its actions. We will not incur any liability for a Receiver's actions.

11.4 Remuneration

We will determine the remuneration of any Receiver. We will not be subject to any maximum rate imposed by any law.

I CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL

SIGNED



11.5 Powers of Receivers

Any Receiver appointed by us will have the rights, powers and discretions conferred on Receivers by the Land and Conveyancing Law Reform Act 2009.

12. Delegation of Rights

- (a) We or any Receiver may delegate any right under this Client Security Agreement to any person, on such terms as we or they think fit.
- (b) Neither we nor any Receiver will be in any way liable to you for any loss or liability arising from any act or omission on the part of any delegate.
- (c) References in this Client Security Agreement to us or a Receiver include references to any delegate under this paragraph.

13. Preservation of Security

13.1 Reinstatement

- (a) If any payment by you or any release by us is avoided or reduced as a result of insolvency or any similar event:
 - (i) your liability and the relevant Security will continue as if the payment or release had not occurred; and
 - (ii) we will be entitled to recover the value or amount of that Security or payment from you, as if the payment or release had not occurred.
- (b) We may settle any claim that any payment or Security can be avoided.

13.2 Waiver of defences

None of your obligations under this Client Security Agreement will be affected by anything which would otherwise reduce, release, prejudice or provide a defence to any of those obligations. Your obligations are absolute until paid or discharged in accordance with this Client Security Agreement.

13.3 Immediate recourse

You waive any right you may have of requiring us to enforce our rights against any person before enforcing against you. This waiver applies irrespective of any law or any provision of the Securities Backed Lending Agreement to the contrary.

13.4 Appropriations

On and after the occurrence of an Enforcement Event and until you have satisfied all your obligations we may:

- (a) refrain from enforcing any rights we have against you other than under this Client Security Agreement; and
- (b) hold any moneys received from you under this Client Security Agreement in an interest-bearing suspense account.

13.5 Additional security/non-merger

The Portfolio Security is in addition to and will not be affected by any other Security held by us or on our behalf in respect of any amount due by you to us.

13.6 New accounts and ruling off

- (a) If you grant further Security in relation to a Security Asset we may open a new Account in your name. If we do not actually open a new account, in such circumstances we will be deemed to have done so.
- (b) No moneys paid into any account (whether new or continuing) after the occurrence of any circumstances referred to in paragraph (a) will reduce or discharge the Secured Obligations.

14. Further Assurances You Give Us

You must, at your own expense, take whatever action we or a Receiver may require for:

- (a) creating, perfecting or protecting the Portfolio Security;
- (b) creating any Security Asset;
- (c) creating and perfecting Security in our favour over your assets located outside of Ireland;
- (d) exercising any of our rights or any rights of a Receiver in respect of any Security Asset.

15. Power of Attorney

15.1 Appointment

- (a) As security for your obligations under this Client Security Agreement, you permanently appoint us and each Receiver separately as your attorney:
 - (i) prior to the occurrence of an Enforcement Event, to do anything which you are obliged to do under this Client Security Agreement but have not done;
 - (ii) on and after the occurrence of an Enforcement Event, to do anything which you are obliged to do under this Client Security Agreement; and
 - (iii) to exercise any of the rights we or any Receiver have in relation to the Security Assets.
- (b) We may appoint a different attorney in our place and may exercise our rights as attorney in the manner we think fit.
- (c) If you are a company, the power of attorney contained in paragraph (a) will continue after our exercise of any right under paragraph 10.5 (Right of appropriation).

15.2 Ratification

You ratify and will ratify all acts of an attorney appointed under this Client Security Agreement.

16. Application of Proceeds of Enforcement

We may apply any money we receive under this Client Security Agreement to discharge the Secured Obligations in the manner we see fit.

Receivers have the same discretion, and will not be subject to any restriction on the discretion imposed by a law (including under the Land and Conveyancing Law Reform Act 2009).

17. Expenses and Other Amounts You May Owe Us

You must reimburse us and any person appointed by us under this Client Security Agreement, for all costs and expenses (including value added tax or other similar tax) properly incurred by such person in connection with exercising rights under this Client Security Agreement or any documents required under this Client Security Agreement. Any such person who is not a party to this Client Security Agreement may enforce this paragraph 17.

18. Changes to Parties

We may at any time transfer all or any part of our rights under this Client Security Agreement to any person who replaces us under the Securities Backed Lending Agreement.

19. Other Contractual Terms

19.1 Notice

This Client Security Agreement is notice to you of the Security created by this Client Security Agreement.

19.2 Further use

We may lend further moneys to you and allow you to enter into additional transactions. Our rights under this Client Security Agreement will extend to those moneys and liabilities.

19.3 Time Deposits

Without affecting any of our other rights, if any time deposit which you have with us matures prior to the Final Discharge Date, when:

- (a) the Portfolio Security has become enforceable; and
- (b) no amount of the Secured Obligations is due and payable, such time deposit will automatically be renewed for such further maturity as we consider appropriate.

20. Severability

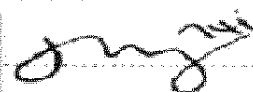
If any provision is or becomes invalid, unenforceable or contrary to applicable laws, it will be given no effect and will be deemed not to be included in this Client Security Agreement. This will not invalidate any of the remaining provisions.

21. Notices

Please refer to the Barclays Bank Ireland Terms (the "Terms").

I CERTIFY THAT THIS IS A TRUE
COPY OF THE ORIGINAL

SIGNED



22. Counterparts

This Client Security Agreement may be executed in any number of counterpart documents (meaning that you or we may sign on different full copies of this document). Each separate counterpart document is an original, but together constitute one and the same instrument. Delivery of a counterpart of this Client Security Agreement by email will be effective.

23. Governing Law and Enforcement

We agree that this Client Security Agreement and any non-contractual obligations arising out of or in relation to this Client Security Agreement are governed by the laws of Ireland. We agree that only the courts of Ireland will resolve disputes between us.

23.1 Service of Process

If you have appointed an agent for service of process in the Application Form, you agree that that agent for service of process has agreed to be your agent for service of process under this Client Security Agreement.

24. Interpretation and Definitions

24.1 Definitions

Words which are capitalised in this Client Security Agreement have a special meaning. Unless that meaning is specified below, the meaning is explained in the Application Form.

Account means any account or portfolio in respect of money or investments you have with us, our Affiliate or an Agent and all Related Rights.

Application Form means the Securities Backed Lending Agreement application form which we have provided to you.

Enforcement Event means failure by you to pay any amount when we demand it or to perform any of your other obligations, or the occurrence of an event which means we are entitled to exercise our rights in relation to the Security Assets.

Final Discharge Date means the date on which we release the Portfolio Security.

Investments means any financial instrument or cash that you hold with, or any rights that you have against, us, our Affiliate or an Agent, whether owned or held directly by you or to your order and all Related Rights.

Portfolio Security means the Security you have created or attempted to create in our favour under this Securities Backed Lending Agreement.

Receiver means a person appointed by us under this Client Security Agreement to take control of Security Assets.

Related Rights means, in relation to any asset:

- (a) all rights or powers in respect of any part of that asset;
- (b) the proceeds of sale of all or any part of that asset; and
- (c) any other moneys paid or payable in respect of that asset.

Securities Backed Lending Agreement means the securities backed lending agreement entered into between ourselves on or around the date of this Client Security Agreement, which is comprised of the following documents: Application Form, any Limit Letter, any Banking Facility Supplement, any Reinvestment Facility Supplement, any Trading Facility Supplement, any Amendment Letter and any Close Out Letter.

Secured Obligations means all the present and future obligations you owe to us and our Affiliates from time to time.

Security means a mortgage, charge, pledge, lien or any other agreement or arrangement having a similar effect.

Security Assets means all of your assets which are or are expressed to be subject to the Client Security Agreement.

Third Party Deposit means a deposit made by us, our Affiliate or an Agent with a third party bank on your behalf and all Related Rights.

Trading Facility Amount means the amount, if any, that would be payable by us or an Affiliate to you on any day under each Trading Facility, if all Transactions were terminated on that date.

Transaction means any foreign exchange or derivative transaction entered into under the Trading Facility.

24.2 Interpretation

- (a) A reference in this Client Security Agreement to any financial instrument includes:
 - (i) all dividends, interest and other distributions paid or payable on that financial instrument; and
 - (ii) all financial instruments arising from that financial instrument.
- (b) In the Client Security Agreement, unless the context requires otherwise:
 - (i) a reference to any statute, statutory provision or regulation will be construed as a reference to the same as it may be amended, modified or re-enacted from time to time;
 - (ii) headings and titles are for convenience only and do not affect a provision's interpretation; and
 - (iii) the singular includes the plural and vice versa.
- (c) The fact that the assets subject to this Client Security Agreement are described inaccurately does not affect our security over them.

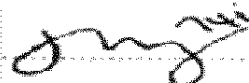
25. Authorisation to make filings

You hereby irrevocably and unconditionally authorise our legal advisers to complete, sign and file on our behalf (whether electronically or otherwise) any registration form (including a Form C1, C1A, C1B, F8, F8A or F8B) required in order to file particulars of this Client Security Agreement and any further charges which are supplemental hereto in the Companies Registration Office. For the avoidance of doubt, this authorisation permits our legal advisers to insert the e-mail addresses of any of its partners, consultants or employees (or any other e-mail address it may nominate) in any such form as the nominated e-mail address for further correspondence and receiving certificates of registration. You acknowledge that it is your responsibility to comply with the requirements of the Companies Act 2014 to file particulars of this Client Security Agreement (and any supplemental charges) in the Companies Registration Office and that our legal advisers have no liability or responsibility to you for any failure to comply in full or in part with any such requirements.

This Client Security Agreement has been executed as a deed and duly delivered on the date inserted on page 2.

I CERTIFY THAT THIS IS A TRUE
COPY OF THE ORIGINAL

SIGNED



Signatories to the Client Security Agreement

Please use this if you are an individual:

This is our standard Client Security Agreement upon which we intend to rely. For your own benefit and protection you should read this Client Security Agreement carefully before signing it, together with the "Securities Backed Lending Understanding Investment Leverage and Liquidity" brochure. If you do not understand any point please ask for further information or seek independent legal advice.

Warning: If you do not meet the repayments on your credit agreement, your account will go into arrears. This may affect your credit rating, which may limit your ability to access credit in the future.

You hereby agree that this Client Security Agreement only becomes effective once received by us and you hereby authorise us to date (or, where applicable, re-date) the Client Security Agreement on the date the Client Security Agreement is received by us.

Signed and delivered as a deed by (insert name)

Signature

Address

Date

Witnessed by (insert name)

Signature

Address

Occupation

Signed and delivered as a deed by (insert name)

Signature

Address

Date

Witnessed by (insert name)

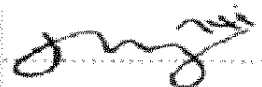
Signature

Address

Occupation

I CERTIFY THAT THIS IS A TRUE
COPY OF THE ORIGINAL

SIGNED



Please use this if you are a company:

This is our standard Client Security Agreement upon which we intend to rely. For your own benefit and protection you should read this Client Security Agreement carefully before signing it, together with the "Securities Backed Lending Understanding Investment Leverage and Liquidity" brochure. If you do not understand any point please ask for further information or seek independent legal advice.

You hereby agree that this Client Security Agreement only becomes effective once received by us and you hereby authorise us to date (or, where applicable, re-date) the Client Security Agreement on the date the Client Security Agreement is received by us.

Given under the Common Seal of (Insert Company Name)

Wellesley Group Investors Limited

No company seal

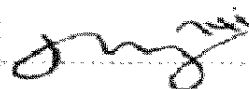
and delivered as a deed.

Director

Director/Company Secretary

I CERTIFY THAT THIS IS A TRUE
COPY OF THE ORIGINAL

SIGNED



Signed by

Patric M. Carmichael

Authorised signatory of
Barclays Bank Ireland PLC

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I CERTIFY THAT THIS IS A TRUE
COPY OF THE ORIGINAL

SIGNED

[Signature]

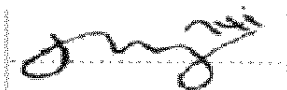
You can get this item in Braille, large print or audio by contacting us to advise us of your requirements.

Barclays Bank Ireland PLC, trading as Barclays and as Barclays Private Bank, is regulated by the Central Bank of Ireland. Registered in Ireland. Registered Office: One Molesworth Street, Dublin 2, Ireland, D02 RE 29. Registered Number: 396330. VAT Number: IE45241960. Calls are recorded in line with our legal and regulatory obligations, and for quality and monitoring purposes.

Item Ref: BMM6853_IIE, January 2022.

I CERTIFY THAT THIS IS A TRUE
COPY OF THE ORIGINAL

SIGNED

A handwritten signature in black ink, appearing to be 'J. J. J.', is written over a horizontal dashed line.

Restricted - Internal