



**Registration of a Charge**

Company Name: **AUDLEY GROUP LIMITED**

Company Number: **09906780**



Received for filing in Electronic Format on the: **26/03/2024**

XCZQ9ECR

**Details of Charge**

Date of creation: **25/03/2024**

Charge code: **0990 6780 0009**

Persons entitled: **OXANE PARTNERS LIMITED**

Brief description: **N/A**

**Contains fixed charge(s).**

**Contains negative pledge.**

**Authentication of Form**

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

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **BOAZ LEVY, SOLICITOR, MAYER BROWN INTERNATIONAL LLP**



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

Company number: 9906780

Charge code: 0990 6780 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th March 2024 and created by AUDLEY GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th March 2024 .

Given at Companies House, Cardiff on 29th March 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**

Dated 25 March 2024

- (1) **AUDLEY GROUP LIMITED**  
as Chargor
- (2) **OXANE PARTNERS LIMITED**  
as Security Agent

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SHARE CHARGE AND SECURITY AGREEMENT  
RELATING TO SUBORDINATED DEBT  
in respect of a term loan in relation to 3-5 Nightingale  
Lane, Clapham, London SW4 9AF

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**MAYER BROWN**

LONDON

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**THIS AGREEMENT** is dated 25 March 2024 and made between:

- (1) **AUDLEY GROUP LIMITED** (company number 09906780) whose registered office is at 65 High Street, Egham, England, TW20 9EY (the "**Chargor**"); and
- (2) **OXANE PARTNERS LIMITED** as security trustee for the Secured Parties (the "**Security Agent**").

**BACKGROUND:**

- (A) The Secured Parties have agreed to advance or to continue to advance monies or otherwise arrange credit or afford other financial facilities to the Borrower and/or others on the security created by this Deed.
- (B) The Chargor has agreed to charge certain of its assets as security to the Security Agent as set out in this Deed.

**IT IS AGREED that:**

**1. DEFINITIONS**

**1.1 Definitions**

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

"**Borrower**" means Audley Nightingale Lane Limited.

"**Charged Assets**" means each and all of the assets, property, undertaking and other interests from time to time mortgaged, assigned or charged or intended to be assigned or charged by this Deed and the subject matter of each of them.

"**Debt**" means any book or other debt, revenue or claim. In relation to the Chargor, "**its Debts**" means all Debts in which it has any rights.

"**Facility Agreement**" means a facility agreement originally dated 24 March 2021 as amended and restated on 29 February 2024 and as further amended and restated on or about the date of this Deed (as amended, restated, novated and extended from time to time) and made between, among others, (1) the Borrower; (2) and the Security Agent and any letter, agreement, charge, deed or other instrument entered into under or supplemental to it.

"**Investments**" means all shares of the Chargor in the issued share capital of New Audley Manco or held by any nominee or trustee on its behalf.

"**New Audley Manco**" means Audley Nightingale Place Management Limited.

"**Original Jurisdiction**" means the jurisdiction under whose laws the Chargor is incorporated as at the date of this Deed.

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

**"Receiver"** means any receiver or manager or receiver and manager appointed by the Security Agent under this Deed (whether sole, joint and/or several and including any substitute).

**"Regulations"** means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements.

**"Relevant Jurisdiction"** means, in relation to the Chargor:

- (a) its Original Jurisdiction;
- (b) England and Wales; and
- (c) any jurisdiction where it conducts its business.

**"Secured Liabilities"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of each Transaction Obligor to any Secured Party under each Finance Document.

**"Secured Party"** has the meaning given to it in the Facility Agreement.

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

**"Subordinated Debt"** has the meaning given to it in the Facility Agreement.

**"Subordinated Debt Document"** means any agreement or other document constituting or evidencing any Subordinated Debt or the terms of any Subordinated Debt.

**"Transaction Obligor"** has the meaning given to it in the Facility Agreement.

## 1.2 Construction

- (a) Unless the contrary intention is expressed, defined or interpreted all defined terms in the Facility Agreement shall have the same meaning here.
- (b) The construction provisions set out at clause 1.2 (*Construction*) of the Facility Agreement shall apply equally to this Deed.
- (c) Unless the contrary intention appears, references in this Deed to:
  - (i) **"insolvency"** of a person includes the dissolution, bankruptcy, insolvency, winding-up, liquidation, administration, examination, amalgamation, reconstruction, reorganisation, arrangement, adjustment, administrative or other receivership or dissolution of that person, the official management of all of its revenues or other assets or the seeking

of protection or relief of debtors and any equivalent or analogous proceeding by whatever name known and in whatever jurisdiction; and

- (ii) any share or other security or investment include:
  - (A) any dividend, interest of other distribution paid or payable;
  - (B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

in each case in respect of that share or other security or investment.

- (d) If any provision of this Deed shall conflict with any term of the Facility Agreement then the relevant term of the Facility Agreement shall prevail.

## **2. COVENANT FOR PAYMENT**

### **2.1 Covenant to pay**

Subject to Clause 14.2 (*Limited recourse*) of this Deed, the Chargor covenants with the Security Agent that it will:

- (a) on demand, pay and discharge each and all of the Secured Liabilities when due in accordance with the Finance Documents; and
- (b) within five Business Days of demand indemnify and keep each Secured Party indemnified from and against all actions, charges, claims, costs, damages, proceedings and other liabilities occasioned by any breach of any covenants or other obligations of the Chargor to that Secured Party (other than by reason of wilful default or gross negligence by that Secured Party).

### **2.2 Survival of obligations**

The payment obligations of the Chargor under the Finance Documents shall survive the enforcement of any part of the Charged Assets.

## **3. SECURITY**

### **3.1 General**

All the security created under this Deed is created in favour of the Security Agent as continuing security for the payment and discharge of the Secured Liabilities with full title guarantee.

### **3.2 Fixed charge**

The Chargor charges the Investments by way of fixed charge including all rights of enforcement of the same.

### **3.3 General provisions regarding Security Interests**

- (a) Notwithstanding any other term of this Deed, each of the charges and assignments created under this Deed:
  - (i) is granted to the Security Agent as trustee for the Secured Parties;
  - (ii) secures the payment and discharge of the Secured Liabilities; and
  - (iii) is made with full title guarantee.
- (b) This Deed is subject to the Facility Agreement.

### **3.4 Assignment of documents**

- (a) Each Chargor assigns absolutely all of its rights in any Subordinated Debt and Subordinated Debt Documents.
- (b) For the avoidance of doubt, the Chargor will remain at all times liable in respect of all of its obligations under each Assigned Document and no Secured Party will be under any obligation or liability under or in respect of those Assigned Documents.

## **4. PERFECTION OF SECURITY**

### **4.1 Further assurance**

The Chargor shall execute and do at its own cost and in such form as may be reasonably required by the Security Agent:

- (a) such further additional mortgages, charges, assignments, transfers and conveyances; and
- (b) such assurances, deeds, documents, acts and things; and

as the Security Agent may reasonably require to perfect or protect the security created or intended to be created by this Deed and/or to facilitate or effect any dealing with the Charged Assets in connection with this Deed.

- (c) The Chargor shall serve a notice in the form set out in (or in such other form as the Security Agent may approve):
  - (i) Schedule 2 (*Notice of assignment or charge of Contract*) in respect of contracts charged or assigned pursuant to Clause 3 (*Security*) such notices to be served:
    - (A) on the date of this Deed (unless such notice is already acknowledged by the relevant counterparty under any other Finance Document) in respect of agreements existing as at the date of this; and



- (B) on the occurrence of an Event of Default which is continuing in respect of any other agreement.
- (d) The Chargor shall use reasonable endeavours to procure that each addressee of a Notice of Security acknowledges that Notice of Security in the form attached to that Notice of Security.
- (e) The execution of this Deed by each Chargor and the Security Agent shall constitute notice to each Chargor of any Security Interest over any indebtedness owed to it by a Chargor.

## **5. INVESTMENTS**

### **5.1 Investment title documentation**

Upon execution of this Deed (or immediately upon the acquisition of the relevant Investment if that acquisition follows the date of this Deed) and notwithstanding any other term of the Finance Documents, the Chargor will deposit with the Security Agent (or its nominee) in respect of each Investment:

- (a) all certificates, warrants or other documents of title;
- (b) duly executed undated blank stock transfer forms; and
- (c) forms of waiver of any pre-emption rights and any other documents, consents and monies necessary to enable such transfers to be registered by the Security Agent.

### **5.2 Voting prior to an Event of Default**

Prior to an Event of Default which is continuing, the Chargor may continue to exercise all voting and other rights (including the right to collect dividends, interest, principal or other payments of money) relating to the Investments provided that such rights are not exercised in a way which (and the Chargor shall not permit anything which):

- (a) jeopardises the security constituted by the Finance Documents;
- (b) varies the rights attaching to the Investments; or
- (c) relates to a participation in a rights issue or to receiving dividends other than in cash or concerns a merger, consolidation, allotment of shares, change to constitutional documents, transfer of ownership (legal or beneficial), liquidation, striking off, insolvency or matters which would otherwise be prohibited by the Finance Documents.

### **5.3 Voting after an Event of Default**

- (a) Following an Event of Default which is continuing, the Security Agent may (without notice to or consent from the Chargor and in the Chargor's name or otherwise) exercise any rights (including the right to collect dividends, interest, principal or other payments of money but excluding the right to vote) in respect

of the Investments and may do anything necessary to complete any transfer form in favour of itself or otherwise.

- (b) Following an Event of Default which is continuing and the service of notice upon the Chargor, the Security Agent may (without consent from the Chargor and in the Chargor's name or otherwise) exercise any right to vote in respect of the Investments.

#### **5.4 Obligations**

- (a) The Chargor shall promptly pay all calls, costs and/or other payments in respect of the Investments and shall give to the Agent and the Security Agent, at the time of issue, copies of all information, offers, notices or other materials supplied to the members of the issuers of the Investments and shall advise the Agent and the Security Agent promptly of any material occurrence affecting the Investments or any other part of the security granted to the Security Agent and shall give to the Agent and the Security Agent such information as they may reasonably require relating to the Investments.
- (b) The Security Agent is not obliged to:
  - (i) perform any obligation of the Chargor;
  - (ii) make any payment;
  - (iii) attend or vote at any meetings;
  - (iv) make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor; or
  - (v) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,in respect of any Investments.

#### **5.5 Issue of shares**

Except as permitted under the Facility Agreement, the Chargor shall ensure that no shares or other securities in or of New Audley Manco will be issued or allotted and no agreement, option or arrangement to make or call for such issue or allotment will be made or granted without the Security Agent's prior written consent.

### **6. REPRESENTATIONS AND WARRANTIES**

The Chargor makes the representations and warranties set out in this Clause 6 to each Secured Party.

#### **6.1 Status**

- (a) It is a corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.

- (b) It has the power to own its assets and carry on its business as it is being conducted.

## **6.2 Binding obligations**

The obligations expressed to be assumed by it in this Deed are, subject to the Legal Reservations, legal, valid, binding and enforceable obligations.

## **6.3 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 applicable to it;
- (b) its constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument.

## **6.4 Power and authority**

- (a) It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed.
- (b) No limit on its powers will be exceeded as a result of the grant of Security contemplated by this Deed.

## **6.5 Validity and admissibility in evidence**

Each authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration required:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed; and
- (b) to make this Deed admissible in evidence in its Relevant Jurisdictions, has been obtained or effected and is in full force and effect.

## **6.6 Governing law and enforcement**

- (a) Subject to the Legal Reservations and the Perfection Requirements, the choice of English law will be recognised and enforced in its Relevant Jurisdictions.
- (b) Subject to the Legal Reservations and the Perfection Requirements, any judgment obtained in England in relation to a Finance Document will be recognised and enforced in its Relevant Jurisdictions.

**6.7 No proceedings pending or threatened**

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, are reasonably likely to have a Material Adverse Effect have (to the best of its knowledge and belief (having made due and careful enquiry)) been started or threatened against it.

**6.8 Validity and admissibility in evidence**

All Authorisations necessary for the conduct of the business, trade and ordinary activities of the Chargor have been obtained or effected and are in full force and effect if failure to obtain or effect those Authorisations has or is reasonably likely to have a Material Adverse Effect.

**6.9 Ranking of Security**

Subject to the Legal Reservations and the Perfection Requirements, the security conferred by this Deed constitutes a first priority or first ranking security interest of the type described, over the assets referred to, in this Deed and such assets are not subject to any prior or pari passu Security.

**6.10 No filing or stamp taxes**

Under the laws of its Relevant Jurisdiction it is not necessary that this Deed be registered, filed, recorded, notarised or enrolled with any court or other authority in that jurisdiction or that any stamp, registration, notarial or similar Taxes or fees be paid on or in relation to this Deed except registration of particulars of the Deed at Companies House under the Companies Act 2006 and payment of associated fees, such registration, filing, taxes and fees will be made and paid promptly after the date of this Deed.

**6.11 Solvency**

As at the date of this Deed, no corporate action, legal proceeding or other procedure or step has been taken in respect of its insolvency.

**6.12 Restriction on transfer**

The constitutional documents of the company in respect of which the Investments are issued do not restrict or inhibit (whether absolutely, partly, under a discretionary power or otherwise) the transfer of the Investments in relation to the enforcement of the Security created by or under this Deed.

**6.13 Legal and beneficial ownership**

It is and will be the sole legal and beneficial owner of the Charged Assets free from any encumbrance or Security except as created by this Deed.

**6.14 Effective Security**

This Deed is an effective Security over the Charged Assets.

#### **6.15 Shares**

Any shares falling within the definition of Investments are fully paid.

#### **6.16 Subordinated Debt**

- (a) It is the sole legal and beneficial owner of the Subordinated Debt and of the benefits of the Subordinated Debt Documents free from any Security, option or subordination in favour of any person other than the Finance Parties and any Security mandatorily imposed by law.
- (b) The Subordinated Debt is not subject to any set-off, counterclaim or other defence.

#### **6.17 Repetition of representations**

The representations and warranties set out in this Clause 6 are made by the Chargor on the date of this Deed and in addition are deemed to be made by the Chargor by reference to the facts and circumstances then existing on the date of any Utilisation Request, each Utilisation Date and the first day of each Interest Period except that contained in Clause 6.11 will cease to be so made after the date of this Deed.

### **7. COVENANTS**

The Chargor gives the undertakings in this Clause 7 which remain in force from the date of this Deed until this Deed is discharged.

#### **7.1 Negative pledge**

It shall not create or permit to subsist any Security over any of the Charged Assets save for the Security created pursuant to this Deed.

#### **7.2 Disposals**

It shall not sell, lease, transfer or otherwise dispose of any Charged Asset except as permitted under the Facility Agreement.

#### **7.3 Non-competition**

The Chargor shall not exercise any rights it may have by reason of its being a party to this Deed or paying (or having any liability to pay) any amount under it:

- (a) to claim any indemnity or contribution from any person;
- (b) to take (by way of subrogation or otherwise) the benefit of any right of any Secured Party; or
- (c) to claim or prove as a creditor of any person in competition with any Secured Party.

The Chargor shall hold any payment or other benefit received by it contrary to this Clause 7.3 on trust for the Security Agent and promptly pay or transfer the same to the Security Agent for application in accordance with Clause 10 (*Application of receipts*).

#### **7.4 People with significant control regime**

It shall:

- (a) within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the Companies Act 2006 from any company incorporated in the United Kingdom whose shares are the subject of this Deed; and
- (b) promptly provide the Security Agent with a copy of that notice.

### **8. RIGHTS OF ENFORCEMENT**

#### **8.1 Enforcement**

- (a) The Secured Liabilities shall be deemed to have become due for the purposes of section 101 of the Act immediately upon the date of this Deed.
- (b) The enforcement powers of the Security Agent in connection with this Deed shall be immediately exercisable upon an Event of Default which is continuing or, at the Security Agent's discretion, at the request of the Chargor.
- (c) Clause 8.1(b) shall not apply by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.
- (d) The restrictions imposed by section 103 of the Act shall not apply to the Security created by this Deed.
- (e) In addition to all other protection afforded by statute, every purchaser (as defined by section 205 of the Act) or other party dealing with the Security Agent or any Receiver shall be entitled to assume without enquiry that an Event of Default has occurred and that the Secured Liabilities are outstanding and have become due.

#### **8.2 Security Agent's and Receiver's powers and rights**

- (a) The Security Agent shall have the power:
  - (i) to appoint a Receiver or Receivers of the whole or any part of the Charged Assets and (so far as the law allows) to remove and/or substitute any such appointee; and
  - (ii) to appropriate Charged Assets in accordance with Clause 8.3.
- (b) The Security Agent (without becoming a mortgagee in possession) and/or any Receiver (without personal liability) shall have the power to exercise:

- (i) all statutory and other powers and rights (including the powers conferred upon an administrative receiver by schedule 1 to the Insolvency Act 1986 whether or not the Security Agent and/or any Receiver is an administrative receiver); and

- (ii) the powers and rights specified in the Schedule,

and may exercise them in the name of the Chargor and in such manner and on such terms as the person exercising them shall in its sole absolute discretion consider appropriate.

### **8.3 Right of appropriation**

To the extent that any of the Charged Assets constitute "financial collateral" and this Deed and the obligations of the Chargor under it constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Regulations), the Security Agent shall have the right to appropriate all or any part of it in or towards discharge of the Secured Liabilities and transfer title in and to it to the Security Agent. For this purpose, the Parties agree that the value of the financial collateral so appropriated shall be the market price of such financial collateral determined by the Security Agent by reference to a public index or by such other process as the Security Agent may select, including independent valuation. The Parties agree that the method of valuation provided for in this Deed shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

### **8.4 Receiver as agent**

So far as the law allows, a Receiver shall be the agent of the Chargor, who shall be solely liable for his acts, defaults and remuneration, but the Security Agent shall be entitled to agree the fees and expenses of and the mode of payment to any Receiver and the maximum rate specified in section 109(6) of the Law of Property Act 1925 will not apply.

### **8.5 Receivers' joint and several powers**

Where more than one Receiver is appointed under this Deed, they shall have power to act separately unless the Security Agent in the appointment specifies to the contrary.

### **8.6 Further powers**

If the Chargor defaults in the observance and performance of any obligation to the Security Agent, the Security Agent or its agents (without any of them becoming a mortgagee in possession) may at any time (but shall not be obliged to) do such things as it reasonably considers necessary to remedy the default.

### **8.7 Power of attorney**

- (a) The Chargor irrevocably and by way of security appoints the Security Agent and every Receiver severally to be its attorney, in its name and otherwise, on its behalf and as its act and deed to execute, deliver and perfect any documents and do any other act or thing which may be required or which the attorney may consider desirable:

- (i) prior to an Event of Default which is continuing, to carry out any obligation imposed on the Chargor by this Deed if the Chargor has failed to carry out such obligation within 10 Business Days of its receipt of a request by the Security Agent and/or a Receiver;
  - (ii) following an Event of Default which is continuing, to carry out any obligation imposed on the Chargor by this Deed;
  - (iii) in the exercise of any rights conferred on the Security Agent or any Receiver by this Deed or by applicable law and regulation.
- (b) The Chargor undertakes to ratify and confirm all acts and things done and all documents executed by an attorney in the exercise or purported exercise of this power of attorney.

## **9. INTELLECTUAL PROPERTY**

The Chargor covenants in favour of the Security Agent that upon any acceleration or enforcement action being taken by the Agent or the Security Agent under any Finance Document, the Chargor will immediately upon demand, grant to the Agent and Security Agent an irrevocable royalty free, exclusive licence to use the name "Audley Nightingale Lane" or any other name in use at the relevant time in respect of the Development, the Property or the business run or to be run from the Property for a period of six months commencing on the on the date the Security Agent takes steps for enforcement of any Finance Document pursuant to clause 23.18 (*Acceleration*) of the Facility Agreement.

## **10. APPLICATION OF RECEIPTS**

### **10.1 Priority of payment**

Subject to sums secured by Security having priority to the Security created by this Deed, all monies received by the Security Agent and/or any Receiver pursuant to or in the enforcement of this Deed shall be held by the Security Agent and applied in accordance with the Facility Agreement.

### **10.2 Crediting to suspense account**

The Security Agent or any Receiver may credit any monies received from the enforcement of this Deed to any suspense account in any manner and for such period as the Security Agent or that Receiver thinks fit.

## **11. NOTICES**

### **11.1 Communications in writing**

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



## **11.2 Addresses**

The address (and the department or officer, if any, for whose attention the communication is to be made) of each Party 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 the registered office or place of business last known to the Security Agent or any substitute address or department or officer as the Party may notify the Security Agent (or the Security Agent may notify the Chargor if the change is made by the Security Agent) by not less than five Business Days' notice.

## **11.3 Delivery**

- (a) Any communication or document made or delivered by one person to another person in connection with this Deed will only be effective 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 11.2, if addressed to that department or officer.
- (b) Any notice or communication to be made or delivered to the Security Agent shall be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Security Agent's signature below (or any substitute department or officer as the Security Agent shall specify for this purpose).
- (c) Any communication or document which becomes effective, in accordance with Clause 11.3(a) to Clause 11.3(b), after 5.00 pm in the place of receipt shall be deemed only to become effective on the following day.

## **12. DISCHARGE**

- (a) If the Secured Liabilities have been unconditionally and irrevocably paid, repaid and discharged in full, the Security Agent will, at the request and cost of the Chargor, discharge this Deed without recourse.
- (b) No discharge will be of any effect if any security or payment given or made in respect of the Secured Liabilities is rescinded, avoided, reduced or invalidated whether in respect of any insolvency or otherwise.

## **13. ASSIGNMENT AND TRANSFER**

### **13.1 Assignment by the Chargor**

The Chargor may not assign transfer or otherwise part with its rights or obligations under this Deed.

### **13.2 Assignment by the Secured Parties**

The Secured Parties may each at any time transfer, assign or novate all or any part of their respective rights, benefits or obligations under this Deed in accordance with the provisions of the Facility Agreement.

## **14. GENERAL PROVISIONS**

### **14.1 Trust provisions**

The undertakings and representations made by the Chargor under this Deed are made in favour of the Security Agent as security trustee for the Secured Parties.

### **14.2 Limited recourse**

The parties agree that, notwithstanding any other provision of this Deed:

- (a) the sole recourse of the Security Agent to the Chargor under this Deed is to the Chargor's interest in the Charged Assets;
- (b) the liability of the Chargor pursuant to or otherwise in connection with this Deed shall be satisfied only from the proceeds of sale or other disposal or realisation of the Charged Assets pursuant to this Deed; and
- (c) the Security Agent shall not have any claim against the Chargor other than in respect of the Charged Assets.

### **14.3 Enforcement**

It shall not be necessary for the Security Agent before taking any enforcement under this Deed to enforce or seek to enforce any guarantee or other security or other rights whether from or against the Chargor or any other person. This Clause 14.3 applies irrespective of any law or any provision of a Finance Document to the contrary.

### **14.4 Exercise of powers and liability**

- (a) This Deed is in addition to and will not merge in or in any way be prejudiced or affected by the holding or release by the Security Agent of any other security at any time held by the Security Agent.
- (b) The Security Agent may, at any time after this Deed has become enforceable, redeem or transfer to itself any prior Security against the Charged Assets and may settle and pass the accounts of the prior chargee (which shall be binding on the Chargor). All principal monies, interest, costs, charges and expenses of and incidental to such redemption or transfer shall be paid by the Chargor to the Security Agent on demand.
- (c) None of the provisions of this Deed shall be deemed to impose on the Secured Parties or imply on their part any obligation or other liability in relation to the Charged Assets.

### **14.5 New Accounts**

On receiving notice that the whole or any part of the Charged Assets has been encumbered by any Security (other than the Security created pursuant to this Deed) or disposed of:

- (a) a Secured Party may close the Chargor's then subsisting account and open a new account with the Chargor, and (unless the relevant Secured Party gives the Chargor written notice otherwise) shall be deemed to have done so;
- (b) all payments made to the relevant Secured Party after that date will be credited (or be treated as having been credited) to the new account; and
- (c) no money credited or treated as credited to the new account shall reduce the Secured Liabilities.

#### **14.6 Consolidation**

The restriction on the right of consolidating mortgage securities contained in section 93 of the Act shall not apply to the security created by this Deed.

#### **14.7 Expenses**

The Chargor must pay the Security Agent within five Business Days of demand the amount of all costs and expenses (including legal fees) incurred by it in connection with the enforcement of, or the preservation of any rights against it under this Deed.

#### **14.8 Rights of third parties**

- (a) Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.
- (b) The parties may rescind or vary this Deed without the consent of a third party to whom an express right to enforce any of its terms has been provided.

#### **14.9 Partial invalidity**

The illegality, invalidity or unenforceability for whatever reason of any provision of this Deed in any jurisdiction, shall not affect the legality, validity or enforceability of that provision in any other jurisdiction or legality, validity or enforceability of the remaining provisions in any jurisdiction.

#### **14.10 Remedies and waivers**

No failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any right or remedies provided by law.

#### **14.11 Chargor's obligations**

Neither the Security created under this Deed nor the obligations of the Chargor under this Deed will be affected by any act, omission, matter or thing which, but for this Clause 14.11, would reduce, release or prejudice that Security or any of its obligations under this Deed (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of Obligor or any other person;
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and whether or not more onerous), or replacement, assignment, avoidance or termination of any Finance Document or any other document or Security including any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or Security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security; or
- (g) any insolvency or similar proceedings.

#### 14.12 **Chargor intent**

Without prejudice to the generality of Clause 14.11, the Chargor expressly confirms that it intends that the Security created by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following:

- (a) business acquisitions of any nature;
- (b) increasing working capital;
- (c) enabling investor distributions to be made;
- (d) carrying out restructurings;
- (e) refinancing existing facilities;
- (f) refinancing any other indebtedness;
- (g) making facilities available to new borrowers;
- (h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and/or

- (i) any fees, costs and/or expenses associated with any of the foregoing.

#### **14.13 Appropriations**

Until the Secured Liabilities have been irrevocably paid in full, each Secured Party (or trustee or agent on its behalf) may:

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

#### **14.14 Deferral of Chargor's rights**

- (a) Until the Secured Liabilities have been irrevocably paid in full and unless the Security Agent otherwise directs, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Deed:
  - (i) to be indemnified by any Obligor;
  - (ii) to claim any contribution from any other guarantor of any Obligor's obligations under the Finance Documents;
  - (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;
  - (iv) to bring legal or other proceedings for an order requiring any Borrower/any Obligor to make any payment, or perform any obligation, in respect of which the Chargor has given a guarantee, undertaking or indemnity under this Deed;
  - (v) to exercise any right of set-off against any Obligor; and/or
  - (vi) to claim or prove as a creditor of any Obligor in competition with any Secured Party.
- (b) If the Chargor receives any benefit, payment or distribution in relation to any rights referred to in Clause 14.14(a) it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with Clause 10 (*Application of Receipts*).

#### **14.15 Security Agent provisions**

- (a) The Security Agent has agreed to enter into this Deed in the exercise of its rights, powers and authority conferred and vested in it under the Facility Agreement and any other Finance Document for and on behalf of the Secured Parties for whom it acts. The Security Agent will exercise its powers, rights, duties and authority under this Deed in the manner provided for in the Facility Agreement and, in so acting, shall have the protections, immunities, limitations of liability, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Facility Agreement and the other Finance Documents.
- (b) The Security Agent shall not owe any fiduciary duties to any party to this Deed or any of their directors, employees, agents, or affiliates.
- (c) Notwithstanding any other provision of this Deed, in acting under and in accordance with this Deed, the Security Agent is entitled to seek instructions from the Majority Lenders in accordance with the provisions of the Facility Agreement at any time, and where it so acts or refrains from acting on the instructions of the Majority Lenders, (except in the case of fraud, gross negligence or wilful misconduct of the Security Agent) it shall not incur any liability to any person for so acting or refraining from acting.

#### **15. COUNTERPARTS**

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

#### **16. PROVISIONS OF THE FACILITY AGREEMENT**

Any provision of the Facility Agreement which is expressed to apply to the Finance Documents or this Deed shall, except if and to the extent there is a provision in this Deed covering the same subject matter, apply to this Deed as if set out in full here, with:

- (a) references to the Obligors including the Chargor;
- (b) the notice details of the Chargor for the purposes of clause 33 (*Notices*) of the Facility Agreement being those identified for the Chargor in the execution pages of this Deed; and
- (c) any other changes as are appropriate to fit this context.

#### **17. LAW AND JURISDICTION**

##### **17.1 Governing Law**

This Deed and any non-contractual obligations arising out of or in relation to this Deed shall be governed by English law.

The parties have shown their acceptance of the terms of this Agreement by executing it as a deed after the Schedules.

**EXECUTION:**

The parties have shown their acceptance of the terms of this Agreement by executing it as a deed after the Schedule.

**SCHEDULE 1**  
**SECURITY AGENT'S AND RECEIVER'S POWERS**

**1. Conduct of business**

**(a) Compromise claims**

To compromise any claim relating to the Charged Assets.

**(b) Borrowing and advancing**

To borrow, raise or advance money whether or not in priority to the Secured Liabilities and with or without security.

**(c) Employees**

To employ solicitors, stockbrokers and others.

**2. Dealing with the Chargor's Assets**

**(a) Possession**

To take possession of, get in, use and/or collect any Charged Asset.

**(b) Payments**

To pay any outgoings and payments charged on or otherwise relating to the Charged Assets or their ownership or use.

**(c) Receipts**

To give receipts and releases for any sums received.

**(d) Assumption of rights**

To assume, exercise, cancel and/or vary all or any of the powers and rights conferred on the Chargor under any Charged Asset.

**(e) Insurance**

To effect insurances on such terms as it thinks fit.

**3. Disposals**

To sell or otherwise realise and deal with, and transfer title to, the Charged Assets, in return for such consideration as it thinks fit and whether or not:

(a) for immediate or deferred consideration;

(b) in return for a single payment or instalments; and

(c) for consideration wholly or partly in cash, property or securities in whatever form,



and in all cases the terms of which shall bind any subsequent mortgagee.

#### 4. **General**

##### (a) **General powers**

To do or abstain from doing all such things as it considers necessary or desirable for perfecting, maintaining preserving or enhancing the value of any of the Charged Assets or for or in connection with the enforcement of the Security created by this Deed or the realisation of any of the Charged Assets, whether or not in accordance with the Facility Agreement, including:

- (i) executing, delivering and completing all or any deeds or other documents;
- (ii) using the name of the Chargor in connection with any of the purposes in this Schedule (*Security Agent's and Receiver's powers*);
- (iii) commencing, carrying out and completing any acts, matters or proceedings in relation to any Charged Asset as if it were the sole and absolute beneficial owner of the Charged Assets; and
- (iv) obtaining, entering into and maintaining any bonds, covenants, commitments, engagements, guarantees and indemnities or other like arrangements.

##### (b) **General**

All its powers and discretions under this Deed shall be:

- (i) exercisable on such terms and conditions and otherwise as it may think fit; and
- (ii) as if it were the absolute and beneficial owner.

**SCHEDULE 2**  
**NOTICE**

**Part 1**  
**Notice of Assignment or Charge of Contract**

From: [Details of Chargor] (the "**Chargor**")

To: [Details of party to Contract]

Date: [●]

Dear Sirs

**[Description of Relevant Document] (the "Contract")**

We refer to:

- (a) the Contract; and
- (b) a share charge and security agreement relating to subordinated debt (the "**Security Deed**") dated [●] made between the Chargor (1) and [●] (the "**Security Agent**") (2).

We give you notice that pursuant to the Security Deed, we have [charged/assigned] all of our present and future right, title, interest and benefit in, under and to the Contract (including all [monies] [rent] payable to us under the Contract) to the Security Agent.

We irrevocably and unconditionally instruct and authorise you:

- (a) to make all payments in connection with the Contract as the Security Agent may direct. [Until you are notified otherwise by the Security Agent, the Security Agent directs such sums to be paid to [insert Chargor bank details]];
- (b) that all our rights in connection with the Contract are exercisable by (or with the consent of) the Security Agent. [Until you are notified otherwise by the Security Agent, the Security Agent directs that all such rights powers, discretions and remedies shall continue to be exercisable by us]; and
- (c) to disclose any information relating to the Contract which the Security Agent may from time to time request.

No amendment, waiver or release of any right or obligation in connection with the Contract and no termination or rescission of the Contract by us shall be effective without the prior written consent of the Security Agent and in any event no such termination or rescission shall be effective unless you have given notice to the Security Agent.

Notwithstanding anything in this notice or otherwise we (and not the Security Agent nor its appointees) shall be liable under the Contract to perform all the obligations assumed by us under it.

The instructions and authorisations contained in this letter shall remain in full force and effect until we and the Security Agent together give you notice in writing revoking them.

This letter shall be governed by and construed in accordance with the laws of England.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Security Agent.

Signed: .....  
For and on behalf of the Chargor

**Part 2**  
**Receipt of Notice of Assignment or Charge of Contract**

From:            *[Details of party to Contract]*

To:              *[Security Agent]*

*[Address]*

For the attention of [●]

Date: [●]

We acknowledge receipt of the notice in the above terms. We confirm our acceptance of the instructions and authorisations contained in the notice and further confirm that:

(a)      we have not received notice of any previous assignments or charges of or over the Contract; and

(b)      we agree and will comply with the matters set out in that notice.

Signed:            .....  
For and on behalf of [●]

**EXECUTION:**

SIGNED as a deed by **AUDLEY GROUP LIMITED**, acting by a Director in the presence of a witness:

)  
)  
) DocuSigned by:  
) [Redacted Signature]  
) AF77032DF43E457 **Nicholas Sanderson**  
Director

Witness's signature:

DocuSigned by:  
[Redacted Signature]  
B64BB39A98AE4E2...

Witness's name  
(in capitals):

**Philippa Sanderson**

Witness's address:

[Redacted Address]

Occupation:

**Retired**

Address: 65 High Street, Egham, England TW20 9EY

Attn: The Directors

## Security Agent

EXECUTED as a deed by **OXANE** )  
**PARTNERS LIMITED**, acting )  
by Nikolay Naydenov, authorised )  
signatory, in the presence of a )  
witness:

Signature of authorised signatory:

DocuSigned by:  
[Redacted]  
2CE5DB37BBDD4D7...

Signature of witness:

DocuSigned by:  
[Redacted]  
5A56E2347EE6466...

Name (in BLOCK CAPITALS):

**Yousuf Attarwala**

**Address:**

**77 New Cavendish Street, London W1W 6XB**

Address: Office 103, Spaces, 77 New Cavendish Street, London, W1W 6XB

Attention: Yousuf Attarwala / Nikolay Naydenov

Email: [ls@oxanepartners.com](mailto:ls@oxanepartners.com)