



Registration of a Charge

Company Name: **AUDLEY GROUP LIMITED**

Company Number: **09906780**



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

XCZQ9J2J

Details of Charge

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

Charge code: **0990 6780 0008**

Persons entitled: **MOORFIELD REAL ESTATE FUND II GP 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 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: **HERBERT SMITH FREEHILLS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9906780

Charge code: 0990 6780 0008

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

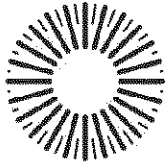
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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



HERBERT
SMITH
FREEHILLS

Execution Version

..... 25 March 2024

AUDLEY GROUP LIMITED

as Chargor

and

MOORFIELD REAL ESTATE FUND II GP LIMITED

as the Lender

SHAREHOLDER SECURITY AGREEMENT

Herbert Smith Freehills LLP

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THIS DEED is dated **25 March** 2024 and is made **BETWEEN**

- (1) **AUDLEY GROUP LIMITED** (a company incorporated in England and Wales with company number 09906780) (the "**Chargor**"); and
- (2) **MOORFIELD REAL ESTATE FUND II GP LIMITED** (a company incorporated in England and Wales with company number 06312634) (the "**Lender**").

BACKGROUND

- (A) The Chargor enters into this Deed in connection with the Facility Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in the Facility Agreement (as defined below) 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:

"Act" means the Law of Property Act 1925.

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"Borrower" means Audley Nightingale Lane Holdings Limited, a company incorporated in England and Wales with company number 10938223.

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

"Facility Agreement" means the facility agreement between (1) the Borrower and (2) the Lender dated 29 February 2024.

"Legal Reservations" means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;
- (b) the time barring of claims under the Limitation Acts, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim;
- (c) the limitation of the enforcement of the terms of leases of real property by laws of general application to those leases;
- (d) the making or the procuring of filings, stampings, registrations, notarisations, endorsements, translations and/or notifications of any Finance Document (and/or any Security created under it) necessary for the validity, enforceability (as against the Borrower or any relevant third party) and/or perfection of that Finance Document;
- (e) similar principles, rights and remedies under the laws of any Relevant Jurisdiction; and
- (f) any other matters which are set out as qualifications or reservations as to matters of law and general application in any legal opinions supplied to the Noteholder in connection with this Deed.

"Party" means a party to this Deed.

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

"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:

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

"Relevant Jurisdiction" means in relation to the Chargor:

- (a) the jurisdiction under whose laws it is incorporated as at the date of this Deed;
- (b) any jurisdiction where any asset subject to or intended to be subject to the Transaction Security to be created by it under this Deed is situated; 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 other capacity whatsoever) of the Borrower to the Lender under each Finance Document.

"Secured Party" means the Lender, a Receiver or any Delegate.

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

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

"Shares" means:

- (a) the entire issued share capital from time to time of the Borrower;
- (b) all Related Investment Rights in respect thereof; and
- (c) all Related Property Rights in respect thereof.

"Subordinated Document" has the meaning given to it in the Subordination Agreement.

"Subordination Agreement" means the subordination agreement dated on or about the date of this Deed and entered into by (1) the Borrower, (2) the Chargor as subordinated creditor, and (3) the Lender.

"Transaction Security" means the Security created or evidenced or expressed to be created or evidenced under the Security Documents.

1.2 Construction

- 1.2.1 The provisions of clause 1.2 (*Construction*) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement will be construed as references to this Deed.
- 1.2.2 The provisions of clause 6.5 (*Interest*) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed.
- 1.2.3 Unless a contrary indication appears, a reference in this Deed to:

- (A) a Finance Document or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
 - (B) any **"rights"** in respect of an asset includes:
 - (1) all amounts and proceeds paid or payable;
 - (2) all rights to make any demand or claim; and
 - (3) all powers, remedies, causes of action, security, guarantees and indemnities,
 in each case in respect of or derived from that asset;
 - (C) any **"share", "stock", "debenture", "bond" or "other security" or "investment"** includes:
 - (1) any dividend, interest or other distribution paid or payable;
 - (2) 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, stock, debenture, bond or other security or investment; and
 - (D) the term **"this Security"** means any Security created by this Deed.
- 1.2.4 Any covenant of the Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- 1.2.5 If the Lender considers (acting reasonably) that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- 1.2.6 Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.
- 1.2.7 This Deed is intended to take effect as a deed notwithstanding that the Lender may have executed it under hand only.

1.3 Third party rights

- 1.3.1 Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- 1.3.2 Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- 1.3.3 Any Receiver may enforce and enjoy the benefit of any clause which expressly confers rights on it, subject to Clause 1.3.2 above and the provisions of the Third Parties Act.

2. CREATION OF SECURITY

2.1 General

- 2.1.1 The Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.
- 2.1.2 All the security created under this Deed:
 - (A) is created in favour of the Lender;
 - (B) is created over present and future assets of the Chargor to the extent they constitute Security Assets;

- (C) is security for the payment of all the Secured Liabilities; and
- (D) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

2.1.3 The Lender holds the benefit of this Deed and this Security on trust for the Secured Parties.

2.2 **Shares**

The Chargor charges by way of a first fixed charge:

- 2.2.1 the Shares, whether owned by it or held by any nominee or trustee on its behalf; and
- 2.2.2 its interest in the Shares, whether owned by it or held by any nominee or trustee on its behalf.

2.3 **Subordinated Debt**

The Chargor charges by way of a first fixed charge all of its rights:

- 2.3.1 under the Subordinated Document; and
- 2.3.2 in respect of all Subordinated Debt.

2.4 **Limited Recourse**

Notwithstanding Clause 2.1 (*General*):

- 2.4.1 the liability of the Chargor to the Lender under Clause 2.1 (*General*) shall be:
 - (A) limited in aggregate to an amount equal to that recovered by the Lender as a result of the enforcement of this Deed with respect to the Security Assets; and
 - (B) satisfied only from the proceeds of sale or other disposal or realisation of the Security Assets pursuant to this Deed; and
- 2.4.2 the Lender shall not have any recourse under Clause 2.1 (*General*) to any assets of the Chargor other than the Security Assets.

3. **REPRESENTATIONS**

The Chargor makes the representations and warranties set out in this Clause 3 (*Representations*) to the Lender on the date of this Deed.

3.1 **Status**

- 3.1.1 It is a limited liability corporation, duly incorporated and validly existing under the laws of the jurisdiction of its incorporation.
- 3.1.2 It has the power to own its assets and carry on its business as it is being conducted.

3.2 **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.

3.3 **Non-conflict with other obligations**

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

- 3.3.1 any law or regulation applicable to it;
- 3.3.2 its constitutional documents; or

- 3.3.3 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 in any material respect.

3.4 **Power and authority**

- 3.4.1 It has the power to enter into, exercise its rights under, 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.
- 3.4.2 No limit on its powers will be exceeded as a result of the grant of security or giving of indemnities contemplated by this Deed.

3.5 **Validity and admissibility in evidence**

- 3.5.1 All Authorisations required:
 - (A) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed; and
 - (B) subject to the Legal Reservations, to make this Deed admissible in evidence in the courts of its jurisdiction of incorporation and of England and Wales,

have been obtained or effected and are in full force and effect except any Authorisation referred to in Clause 3.10 (*No filing or stamp Taxes*), which Authorisations will be promptly obtained or effected after the date of this Deed.
- 3.5.2 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.

3.6 **Ranking of security**

Subject to the Legal Reservations, the Security created by this Deed constitutes a first priority security interest over the Security Assets of the type described in this Deed and the Security Assets are not subject to any prior or *pari passu* Security.

3.7 **Shares**

- 3.7.1 The Shares represent the entire issued share capital of the Borrower.
- 3.7.2 The Shares are legally and beneficially owned and controlled by the Chargor.
- 3.7.3 The Shares are fully paid and are not subject to any option to purchase or similar right.
- 3.7.4 The constitutional documents of the Borrower do not and could not restrict or inhibit any transfer of the Shares on creation or enforcement of this Security.

3.8 **Subordinated Debt**

- 3.8.1 The Chargor is the sole legal and beneficial owner of the Subordinated Debt.
- 3.8.2 No payments to it by any other party to a Subordinated Document are subject to any right of set-off or similar right.
- 3.8.3 The obligations expressed to be assumed by the Chargor in each Subordinated Document are, subject to the Legal Reservations, legal, valid, binding and enforceable obligations.
- 3.8.4 Neither it nor (so far as it is aware) any other party to a Subordinated Document is in default of any of its material obligations under that Subordinated Document.
- 3.8.5 There is no prohibition on assignment, or other restriction on the creation of security by the Chargor, in respect of any of the Subordinated Debt or its rights under any Subordinated Document.

3.9 **Governing law and enforcement**

3.9.1 Subject to the Legal Reservations, the choice of English law as the governing law of this Deed will be recognised and enforced in the courts of its jurisdiction of incorporation and England and Wales.

3.9.2 Subject to the Legal Reservations, any judgment obtained in relation to this Deed in England will be recognised and enforced in the courts of its jurisdiction of incorporation and England and Wales.

3.10 **No filing or stamp Taxes**

Under the laws of the courts of its jurisdiction of incorporation and England and Wales 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 or the transactions contemplated by this Deed except registration of particulars of this Deed at Companies House under the Companies Act 2006 and payment of associated fees, which registration and fees will be made and paid promptly after the date of this Deed.

3.11 **Repetition**

The representations and warranties set out in this Clause 3 (other than Clause 3.10 (*No filing or stamp Taxes*)) are deemed to be made by the Chargor by reference to the facts and circumstances then existing on the date of each request for an Advance, on each date that the Lender makes an Advance, and on each Interest Payment Date.

4. **RESTRICTIONS ON DEALINGS**

4.1 **Security**

Except as expressly allowed under the Facility Agreement or this Deed, the Chargor must not create or permit to subsist any Security on any Security Asset.

4.2 **Disposals**

Except as expressly allowed under the Facility Agreement or this Deed, the Chargor must not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset.

5. **SHARES**

5.1 **Deposit**

The Chargor must immediately (in the case of any Shares existing as at the date of this Deed) or within two Business Days of acquisition (in the case of any Shares acquired following the date of this Deed):

5.1.1 deposit with the Lender, or as the Lender may direct, all certificates and other documents of title or evidence of ownership in relation to the Shares; and

5.1.2 execute and deliver to the Lender all share transfers and other documents which may be requested by the Lender in order to enable the Lender or its nominees to be registered as the owner of or otherwise obtain a legal title to the Shares.

5.2 **Calls**

5.2.1 The Chargor must pay all calls or other payments due and payable in respect of any of the Shares in accordance with the Facility Agreement.

5.2.2 If the Chargor fails to do so within the applicable time period, the Lender may pay the calls or other payments in respect of any of the Shares on behalf of the Chargor. The Chargor must promptly (and in any event within five Business Days of demand) reimburse the Lender for any payment made by the Lender under this Clause 5.2.

5.3 Other obligations in respect of Shares

- 5.3.1 The Chargor must promptly send a copy to the Lender of, and comply with all requests for, information which is within its knowledge and which are made under any law or regulation or any similar provision contained in any articles of association or other constitutional document, or by any listing or other authority, relating to any of the Shares. If it fails to do so within the applicable time period, the Lender may elect to provide such information as it may have on behalf of the Chargor.
- 5.3.2 The Chargor must comply with all other conditions and obligations assumed by it in respect of any of the Shares.
- 5.3.3 The Lender is not obliged to:
- (A) perform any obligation of the Chargor;
 - (B) make any payment;
 - (C) make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor; or
 - (D) 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 of the Shares.

5.4 Voting rights

- 5.4.1 Before this Security becomes enforceable:
- (A) the voting rights, powers and other rights in respect of the Shares will be exercised:
 - (1) by the Chargor; or
 - (2) if exercisable by the Lender, in any manner which the Chargor may direct the Lender in writing; and
 - (B) all dividends, distributions or other income paid or payable in relation to any of the Shares in accordance with the Facility Agreement must be paid directly to the Chargor.
- 5.4.2 The Chargor must indemnify the Lender against any loss or liability incurred by the Lender as a consequence of the Lender acting in respect of any of the Shares as permitted by this Deed on the direction of the Chargor.
- 5.4.3 Subject to Clause 5.4.4 below, after this Security has become enforceable, the Lender may exercise (in the name of the Chargor and without any further consent or authority on the part of the Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Shares, any person who is the holder of any Shares or otherwise.
- 5.4.4 The Lender shall not be entitled to exercise any voting rights or any other powers or rights under Clause 5.4.3 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.

5.5 **People with significant control regime**

The Chargor must:

- 5.5.1 within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the Companies Act 2006 in relation to the Shares; and
- 5.5.2 promptly provide the Lender with a copy of that notice.

6. **SUBORDINATED DOCUMENTS**

- 6.1 The Chargor must supply the Lender and any Receiver with copies of each Subordinated Document and any information and documentation relating to any Subordinated Document or Subordinated Debt requested by the Lender or any Receiver.
- 6.2 After this Security has become enforceable, the Lender may exercise, without any further consent or authority on the part of the Chargor and irrespective of any direction given by the Chargor, any of the Chargor's rights under any Subordinated Document.

7. **WHEN SECURITY BECOMES ENFORCEABLE**

7.1 **Event of Default**

This Security will become immediately enforceable if an Event of Default occurs and is continuing.

7.2 **Discretion**

After this Security has become enforceable, the Lender may enforce all or any part of this Security in any manner it sees fit or as instructed in accordance with the Facility Agreement.

7.3 **Statutory powers**

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

8. **ENFORCEMENT OF SECURITY**

8.1 **General**

- 8.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- 8.1.2 Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.

8.2 **No liability as mortgagee in possession**

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

8.3 **Privileges**

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

8.4 **Protection of third parties**

No person (including a purchaser) dealing with the Lender or a Receiver or its or their agents will be concerned to enquire:

- 8.4.1 whether the Secured Liabilities have become payable;
- 8.4.2 whether any power which the Lender or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- 8.4.3 whether any money remains due under the Finance Documents; or
- 8.4.4 how any money paid to the Lender or to that Receiver is to be applied.

8.5 **Redemption of prior mortgages**

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

8.6 **Contingencies**

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

8.7 **Financial collateral**

- 8.7.1 To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of the Chargor under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Lender will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.
- 8.7.2 Where any financial collateral is appropriated:
 - (A) in the case of cash, its value will be its face value at the time of the appropriation;
 - (B) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
 - (C) in any other case, its value will be such amount as the Lender reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it,

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

9. RECEIVER

9.1 Appointment of Receiver

- 9.1.1 Except as provided below, the Lender may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
- (A) this Security has become enforceable; or
 - (B) the Chargor so requests to the Lender at any time.
- 9.1.2 Any appointment under Clause 9.1.1 above may be by deed, under seal or in writing under its hand.
- 9.1.3 Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- 9.1.4 The Lender is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- 9.1.5 The Lender may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Lender is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

9.2 Removal

The Lender may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

9.3 Remuneration

The Lender may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act will not apply.

9.4 Agent of the Chargor

- 9.4.1 A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.
- 9.4.2 No Secured Party will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

9.5 Relationship with Lender

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

10. POWERS OF RECEIVER

10.1 General

- 10.1.1 A Receiver has all of the rights, powers and discretions set out below in this Clause 10 (*Powers of Receiver*) in addition to those conferred on it by any law. This includes all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.

10.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing them states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

10.2 Possession

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

10.3 Carry on business

A Receiver may carry on any business of the Chargor in connection with any Security Asset in any manner they thinks fit.

10.4 Employees

10.4.1 A Receiver may appoint and discharge managers, officers, agents, accountants and others for the purposes of this Deed upon such terms as to remuneration or otherwise as they thinks fit.

10.4.2 A Receiver may discharge any person appointed by the Chargor.

10.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which they thinks fit.

10.6 Sale of assets

10.6.1 A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which they thinks fit.

10.6.2 The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which they thinks fit.

10.7 Compromise

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

10.8 Legal actions

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

10.9 Receipts

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

10.10 Subsidiaries

A Receiver may form a Subsidiary of the Chargor and transfer to that Subsidiary any Security Asset.

10.11 Delegation

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

10.12 Lending

A Receiver may lend money or advance credit to any person.

10.13 **Other powers**

A Receiver may:

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

11. **APPLICATION OF PROCEEDS**

All amounts from time to time received or recovered by the Lender or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Security will be held by the Lender and applied in accordance with the Facility Agreement. This Clause 11:

- 11.1 is subject to the payment of any claims having priority over this Security; and
- 11.2 does not prejudice the right of any Secured Party to recover any shortfall from the Chargor.

12. **EXPENSES AND INDEMNITY**

The Chargor must:

- 12.1 promptly and in any event within five Business Days of demand pay to each Secured Party the amount of all costs and expenses (including legal fees) incurred by that Secured Party in connection with this Deed including any arising from any actual or alleged breach by any person of any law or regulation; and
- 12.2 keep each Secured Party indemnified against any failure or delay in paying those costs or expenses.

13. **DELEGATION**

13.1 **Power of Attorney**

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

13.2 **Terms**

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Lender or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.

13.3 **Liability**

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

14. **FURTHER ASSURANCES**

- 14.1 The Chargor must promptly, at its own expense, take whatever action the Lender or a Receiver may require for:
 - 14.1.1 creating, perfecting or protecting any security over any Security Asset; or

14.1.2 facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Lender or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.

14.2 The action that may be required under Clause 14.1 above includes:

14.2.1 the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Lender or to its nominees; or

14.2.2 the giving of any notice, order or direction and the making of any filing or registration,

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

15. **POWER OF ATTORNEY**

The Chargor, by way of security for the performance of its obligations under this Deed, irrevocably and severally appoints the Lender, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of the Chargor to:

15.1 following the occurrence of an Event of Default that is continuing, execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf; and

15.2 to do or cause to be done all acts and things that the Chargor is obliged to do but has failed to do in the applicable time period,

in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of the Chargor under or pursuant to this Deed or generally for enabling the Lender or any Receiver to exercise the respective powers conferred on them under this Deed or by law. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 15 (*Power of attorney*).

16. **PRESERVATION OF SECURITY**

16.1 **Reinstatement**

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

16.2 **Waiver of defences**

The obligations of the Chargor under this Deed will not be affected by any act, omission, matter or thing which, but for this Clause 16 (*Preservation of security*) would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it or any Secured Party) including:

16.2.1 any time, waiver or consent granted to, or composition with, the Borrower or other person;

16.2.2 the release of the Borrower or any other person under the terms of any composition or arrangement with any creditor;

16.2.3 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, the Borrower or any other person or any non-presentation or non-observance

of any formality or other requirement in respect of any instruments or any failure to realise the full value of any security;

- 16.2.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Borrower or any other person;
- 16.2.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- 16.2.6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- 16.2.7 any insolvency or similar proceedings.

16.3 **Chargor intent**

Without prejudice to the generality of Clause 16.2 (*Waiver of defences*), the Chargor expressly confirms that it intends that this Security 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: acquisitions of any nature; increasing working capital; enabling distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

16.4 **Immediate recourse**

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

16.5 **Appropriations**

Each Secured Party (or any trustee or agent on its behalf) may at any time during the Security Period:

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

16.6 **Deferral of Chargor's rights**

- 16.6.1 Unless the Security Period has expired or the Lender otherwise directs, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Deed or by reason of any amount being payable, or liability arising under this Clause 16 (*Preservation of security*):
 - (A) to be indemnified by the Borrower;
 - (B) to claim any contribution from any other person who has provided security or a guarantee in respect of the Borrower's obligations under the Finance Documents;

- (C) 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;
- (D) to bring legal or other proceedings for an order requiring the Borrower to make any payment, or perform any obligation, in respect of which the Chargor has granted security under this Deed;
- (E) to exercise any right of set-off against the Borrower; and/or
- (F) to claim or prove as a creditor of the Borrower in competition with any Secured Party.

16.6.2 If the Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Borrower 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 Lender or as the Lender may direct for application in accordance with the terms of this Deed.

16.7 **Additional Security**

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

17. **CHANGES TO THE PARTIES**

17.1 **The Chargor**

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

17.2 **The Lender**

- 17.2.1 The Lender may assign or otherwise dispose of all or any of its rights under this Deed in accordance with the Finance Documents to which it is a party.
- 17.2.2 References to the Lender in this Deed include any successor Lender appointed under the Facility Agreement.

18. **MISCELLANEOUS**

18.1 **Continuing Security**

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

18.2 **Tacking**

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

18.3 **New Accounts**

- 18.3.1 If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with the Chargor.
- 18.3.2 If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.

18.3.3 As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

18.4 **Time deposits**

Without prejudice to any right of set-off any Secured Party may have under any other Finance Document or otherwise, if any time deposit matures on any account the Chargor has with any Secured Party within the Security Period when:

18.4.1 this Security has become enforceable; and

18.4.2 no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate.

19. **RELEASE**

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

20. **PAYMENT MECHANICS**

20.1 **Payments to the Lender**

20.1.1 On each date on which the Chargor is required to make a payment under this Deed, the Chargor shall make the same available to the Lender for value on the due date at the time and in such funds specified by the Lender as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

20.1.2 Payment shall be made to such account in the principal financial centre of the country of that currency (or, in relation to euro, in a principal financial centre in such Participating Member State or London, as specified by the Lender) and with such bank as the Lender, in each case, specifies.

20.2 **No set-off by Chargor**

All payments to be made by the Chargor under this Deed shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

20.3 **Business Days**

Any payment under this Deed which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

20.4 **Currency of account**

20.4.1 Subject to Clause 20.1.1 (*Payments to the Lender*), sterling is the currency of account and payment for any sum due from the Chargor under this Deed.

20.4.2 Any amount expressed to be payable in a currency other than sterling shall be paid in that other currency.

21. **SET-OFF**

The Lender may set off any matured obligation due from the Chargor under this Deed (to the extent beneficially owned by the Lender) against any matured obligation owed by the Lender to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

22. **NOTICES**

22.1 **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 fax or letter.

22.2 **Addresses**

- 22.2.1 The contact details of the Chargor for any communication to be made or delivered under or in connection with this Deed are those set out in the Chargor's execution block to this deed.
- 22.2.2 The contact details of the Lender for any communication to be made or delivered under or in connection with this Deed are the same as those set out in the Facility Agreement for the Lender.
- 22.2.3 Any Party may change its contact details by giving not less than five Business Days' notice to the Lender or (in the case of the Lender) to the other Party.

22.3 **Delivery**

- 22.3.1 Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:
 - (A) if by way of fax, when received in legible form; 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 22.2 (*Addresses*), if addressed to that department or officer.
- 22.3.2 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 to the Facility Agreement (or any substitute department or officer as the Lender shall specify for this purpose).
- 22.3.3 Any communication or document which becomes effective, in accordance with Clauses 22.3.1 and 22.3.2 above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

22.4 **Electronic communication**

- 22.4.1 Any communication to be made between the Parties under or in connection with this Deed may be made by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) if the Parties:
 - (A) notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and
 - (B) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.
- 22.4.2 Any such electronic communication as specified in Clause 22.4.1 above may only be made in that way to the extent that the Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication.
- 22.4.3 Any such electronic communication as specified in Clause 22.4.1 above made between the Parties will be effective only when actually received (or made available) in readable form and in the case of any electronic communication made by the Chargor to the Lender only if it is addressed in such a manner as the Lender shall specify for this purpose.

- 22.4.4 Any electronic communication which becomes effective, in accordance with Clause 22.4.3 above, after 5.00 p.m. in the place in which the Party to whom the relevant communication is sent or made available has its address for the purpose of this Deed shall be deemed only to become effective on the following day.
- 22.4.5 Any reference in this Deed to a communication being sent or received shall be construed to include that communication being made available in accordance with this Clause 22.4 (*Electronic communication*).

22.5 English language

- 22.5.1 Any notice given under or in connection with this Deed must be in English.
- 22.5.2 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.

23. CALCULATIONS AND CERTIFICATES

23.1 Accounts

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

23.2 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.

23.3 Day count convention

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

24. PARTIAL INVALIDITY

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

25. REMEDIES AND WAIVERS

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

26. **AMENDMENTS AND WAIVERS**

- 26.1 Any term of this Deed may be amended or waived only in accordance with clause 13.4 (*Amendments and waivers*) of the Facility Agreement.
- 26.2 For the purposes of this Clause 26 (*Amendments and Waivers*), references in clause 13.4 (*Amendments and waivers*) of the Facility Agreement to a Party will be deemed to include the Chargor.

27. **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.

28. **GOVERNING LAW**

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

29. **ENFORCEMENT**

- 29.1 Subject to Clause 29.3 below, the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").
- 29.2 Subject to Clause 29.3 below, the Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly the Chargor will not:
- 29.2.1 argue to the contrary; or
- 29.2.2 initiate or pursue any proceedings relating to a Dispute in any jurisdiction other than England.
- 29.3 This Clause 29 is for the benefit of the Lender only. As a result, 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:
- 29.3.1 proceedings in any other court; and
- 29.3.2 concurrent proceedings in any number of jurisdictions,
- irrespective of whether proceedings have already been initiated by any Party in England. The Chargor irrevocably waives any right that it may have to claim that the action has been brought in an inconvenient forum.

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

SIGNATORIES

Chargor

EXECUTED as a **DEED** by
AUDLEY GROUP LIMITED
acting by

DocuSigned by:
[Redacted Signature]
AE77032DF43E457...

Director

In the presence of:

DocuSigned by:
[Redacted Signature]
B64BB39A98AE4E2...

Witness's signature:

Name: Philippa Sanderson

Address: [Redacted Address]


Notice details

Address:
65 High Street,
Egham, Surrey,
United Kingdom,
TW20 9EY
Fax: N/A
Email: Gary.Burton@audleygroup.com
Attention: Gary Burton and Mark Sadler

Lender

**MOORFIELD REAL ESTATE FUND II
GP LIMITED**

By:

DocuSigned by:

8DD3CA0DA2A8449...

Notice details

Address:

10 Grosvenor Street

London

W1K 4QB

Fax: N/A

Email: Charles.fergusondavie@moorfield.com / steve.hall@moorfield.com

Attention: Charles Ferguson Davie and Steve Hall