



Registration of a Charge

Company Name: **FRAGO INVESTMENTS LTD**

Company Number: **10721604**



Received for filing in Electronic Format on the: **31/05/2023**

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Details of Charge

Date of creation: **26/05/2023**

Charge code: **1072 1604 0001**

Persons entitled: **REFLEX BRIDGING 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: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **GUNNERCOOKE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10721604

Charge code: 1072 1604 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th May 2023 and created by FRAGO INVESTMENTS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st May 2023 .

Given at Companies House, Cardiff on 6th June 2023

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**

Charge Over Shares

Dated 26 May 2023

- (1) REFLEX BRIDGING LIMITED
- (2) FRAGO INVESTMENTS LTD
- (3) THE WIGLEY GROUP LIMITED
- (4) WATERLOO CAPITAL LIMITED

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SIGNATURES TO THE SHARE CHARGE

This Deed is made on 26 May 2023

Between

- (1) **THE PARTIES WHOSE DETAILS ARE SET OUT IN THE SCHEDULE** (the “**Chargors**” and each a “**Chargor**”);
- (2) **REFLEX BRIDGING LIMITED** (registered in England with number 07681831) whose registered office is at Sterling House, Langston Road, Loughton, Essex IG10 3TS as security trustee for each of itself and each Secured Party (**Security Trustee**, which expression shall include its successors in title, assigns and transferees); and
- (3) **WATERLOO CAPITAL LIMITED** a company incorporated in England & Wales with registered number 14717301 (the “**Borrower**”)

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Deed:

“**Affiliate**” means, in relation to a person, a Subsidiary of that person, a Holding Company of that person or any other Subsidiary of that Holding Company, in each case, from time to time.

“**Agent**” means Reflex Bridging Limited (registered in England with number 07681831) whose registered office is at Sterling House, Langston Road, Loughton, Essex IG10 3TS

“**Facility Agreement**” means the facility agreement dated on or about the date hereof and made between the Borrower, the Agent the Security Trustee and the Original Lender (as defined therein) as may be supplemented amended and/or restated from time to time

“**Finance Document**” means this Deed, any document designated as a ‘Finance Document’ in the Facility Agreement and any other document designated as a Finance Document by the Agent and the Chargors

“**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; and
- (c) similar principles, rights and remedies under the laws of any Relevant Jurisdiction;

“**Party**” means a party to this Deed;

“**Receiver**” means any receiver appointed over any Secured Assets or a Chargor whether under this Deed or by order of the court on application by the Security Trustee and includes a receiver and manager;

“Related Rights” means in respect of any Share, Subordinated Loan Agreement and/or any Subordinated Loan (as applicable):

- (a) the proceeds of sale and all monies paid or payable in respect of that asset (whether as income, capital or otherwise);
- (b) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants of title in respect of that asset; and
- (c) in respect of the Shares, all shares, investments or other assets derived from that Share and all rights derived from or incidental to that Share;

“Relevant Jurisdiction” means, in relation to a Chargor:

- (a) its jurisdiction of incorporation;
- (b) any jurisdiction where any asset subject to or intended to be subject to the Security to be created by it is situated;
- (c) any jurisdiction where it conducts its business; and
- (d) the jurisdiction whose laws govern the perfection of any of the Security Documents entered into by it;

“Secured Assets” means all of the assets the subject of any Security created by or under this Deed in favour of the Security Trustee;

Secured Liabilities means all monies and liabilities now or after the date of this Deed due, owing or incurred by the Borrower to any Finance Party whatsoever, in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, including under the terms of the Facility Agreement, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by any Secured Party, except for any obligation which, if it were included here, would constitute unlawful financial assistance, or its equivalent in any other jurisdiction

Security Period means the period beginning on the date of this Deed and ending on the date on which the Finance Parties are satisfied that the Secured Liabilities have been irrevocably and unconditionally satisfied in full

“Shares” means all shares in Borrower present and future held by each Chargor, including the shares as set out in the Schedule.

“Subordinated Loans” means the aggregate of all and any loans made available or to be made available by a Chargor to the Borrower from time to time (and whether pursuant to a Subordinated Loan Agreement or otherwise)

“Subordinated Loan Agreements” means each subordinated loan agreement whether written or oral or otherwise entered or to be entered into from time to time between the Borrower and a Chargor

1.2 Interpretation

- (a) Unless a contrary indication appears, a reference in this Deed to:

- (i) the Agent, the Security Trustee a Lender, the Borrower, the Chargor, or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Trustee, any person for the time being appointed as security trustee for the Finance Parties;
- (ii) **assets** includes present and future properties, revenues and rights of every description (including any right to receive such revenues);
- (iii) 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 or restated (however fundamentally) or replaced;
- (iv) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (v) a **person** includes any individual person, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality) or any other entity or body of any description;
- (vi) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but if not having the force of law, then being a type with which persons to which it applies customarily comply) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- (vii) a provision of law is a reference to a provision of any treaty, legislation, regulation, decree, order or by-law and any secondary legislation enacted under a power given by that provision, as amended, applied or re-enacted or replaced (whether with or without modification) whether before, on or after the date of this Deed;
- (viii) a time of day is a reference to London time; and
- (ix) **dispose** includes any sale, lease, licence, transfer or loan.
- (b) Clause and schedule headings are for ease of reference only.
- (c) Any word importing the singular shall include the plural and vice versa.
- (d) An Event of Default is **continuing** if it has not been waived to the satisfaction of the Agent or the Security Trustee.
- (e) A term defined in this Deed has the same meaning when used in any notices, acknowledgements or other documents issued under or in connection with this Deed.
- (f) Unless otherwise defined in this Deed, a term defined in the Facility Agreement has the same meaning when used in this Deed or any notices, acknowledgements or other documents issued under or in connection with this Deed.

1.3 Third Party Rights

- (a) Unless expressly provided to the contrary in any Finance Document a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed or any other Finance Document issued or entered into under or in connection with it but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.
- (b) Unless expressly provided to the contrary in any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed or any other Finance Document entered into under or in connection with it.

1.4 Limited recourse

Notwithstanding any other provision of the Finance Documents, it is expressly agreed and understood that:

- (a) the sole recourse of the Security Trustee to the Chargors under this Deed is to the Chargors' interest in the Secured Assets; and
- (b) the liability of the Chargors to the Security Trustee pursuant to or otherwise in connection with the Finance Documents shall be:
 - (i) limited in aggregate to an amount equal to that recovered as a result of enforcement of this Deed with respect to the Secured Assets; and
 - (ii) satisfied only from the proceeds of sale or other disposal or realisation of the Secured Assets pursuant to this Deed.

2 Covenant to pay

Each Chargor covenants with the Security Trustee, to pay and discharge the Secured Liabilities when they become due for payment and discharge in accordance with the terms of the Finance Documents.

3 Charging provisions

3.1 General

All Security created by each Chargor under clause 3.2 is:

- (a) a continuing security for the payment and discharge of the Secured Liabilities;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future, of the relevant Chargor in and to the relevant Secured Assets; and
- (d) granted in favour of the Security Trustee.

3.2 Fixed charge

Each Chargor charges by fixed charge the Shares and all Related Rights.

3.3 Assignment

- (a) Each Chargor assigns by way of security, subject to a proviso for reassignment on the irrevocable discharge in full of the Secured Liabilities, all of its rights, benefits, title, claim and interest in and to each Subordinated Loan Agreement, each Subordinated Loan and all Related Rights.
- (b) Each Chargor shall remain liable to perform all its obligations under each Subordinated Loan Agreement and in respect of each Subordinated Loan.

3.4 Charge

To the extent not validly and effectively assigned pursuant to clause 3.3 above, each Chargor charges by fixed charge all its rights, benefits, title, claim and interest in and to each Subordinated Loan Agreement, each Subordinated Loan and all Related Rights.

4 General security provisions

4.1 Continuing security

The Security constituted by this Deed shall be continuing security and shall remain in full force and effect regardless of any intermediate payment or discharge by the Borrower or a Chargor or any other person of the whole or any part of the Secured Liabilities.

4.2 Additional security

This Deed is in addition to and is not in any way prejudiced by any other guarantee or Security now or subsequently held by the Security Trustee.

4.3 Settlements conditional

- (a) If the Security Trustee (acting reasonably) believes that any amount paid by any person in respect of the Secured Liabilities is capable of being avoided or set aside for any reason, then for the purposes of this Deed, such amount shall not be considered to have been paid.
- (b) Any settlement, discharge or release between the Chargors and the Security Trustee shall be conditional upon no Security or payment to or for the Security Trustee by the Chargors or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any law relating to bankruptcy, insolvency or liquidation or otherwise.

4.4 Waiver of defences

The liability of each Chargor under this Deed will not be affected by an act, omission, matter or thing which, but for this clause 4.4, would reduce, release or prejudice any of its liability under this Deed (without limitation and whether or not known to it or the Security Trustee) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of the Borrower or any other person under the terms of any composition or arrangement with any creditor of any Obligor;

- (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 any Obligor or any other person;
- (e) any amendment (however fundamental) or replacement of a Finance Document or any 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.

4.5 Chargor intent

Without prejudice to the generality of clause 4.4, each 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:

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

4.6 Immediate recourse

Each Chargor waives any right it may have of first requiring the Security Trustee (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 enforcing its rights under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

4.7 Appropriations

Until all amounts which may be or become payable by the Borrower under or in connection with the Finance Documents have been irrevocably paid in full, the Security Trustee (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other monies, Security or rights held or received by the Security Trustee (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 no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any monies received from any Chargor or on account of each Chargor's liability under this Deed.

4.8 Deferral of Chargers' rights

Until all amounts which may be or become payable by the Borrower under or in connection with the Finance Documents have been irrevocably paid in full and unless the Security Trustee otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents:

- (a) to be indemnified by the Borrower;
- (b) to claim any contribution from any guarantor of, or person providing Security for, the Borrower's obligations under the Finance Documents; and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Security Trustee under the Finance Documents or of any other guarantee or Security taken pursuant to, or in connection with, the Finance Documents by the Security Trustee.

5 Notices of Assignment and Borrower confirmations

5.1 Pursuant to this clause 5, each Chargor notifies the Borrower that, pursuant to this Deed, the Chargor has assigned by way of security, subject to a proviso for reassignment on the irrevocable discharge in full of the Secured Liabilities, all of its benefits rights, titles, claims and interests in and to each Subordinated Loan Agreement, each Subordinated Loan and all Related Rights.

5.2 The Borrower enters into this Deed to:

- (a) acknowledge to the Security Trustee and each Chargor that it has notice of the assignments referred to in clause 5.1 above;
- (b) confirm to the Security Trustee that the Borrower has not claimed or exercised, has no outstanding right to claim or exercise and will not exercise any right of set off, counter claim or other right relating to any payment to be made by the Borrower in respect of any Subordinated Loan Agreement, any Subordinated Loan and/or any Related Right; and
- (c) acknowledge that the Security Trustee shall not be under any obligation in relation to any Subordinated Loan Agreement and/or any Subordinated Loan as a consequence of this Deed and the Chargor shall at all times remain liable to perform all obligations expressed to be assumed by it in respect of each Subordinated Loan Agreement and/or each Subordinated Loan.

6 Negative pledge

- 6.1 No Chargor shall create nor permit to subsist any Security, other than Security arising under this Deed, over any of the Secured Assets.
- 6.2 No Chargor shall sell, transfer or otherwise dispose of any of the Secured Assets on terms whereby they are or may be re-acquired by that Chargor or the Borrower or any other Subsidiary of that Chargor in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

7 Restrictions on disposals

No Chargor shall enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer, assign, lend, factor, pledge, charge, exchange or otherwise dispose of any of the Secured Assets nor permit any other person to do any such thing.

8 Further assurance

- 8.1 Each Chargor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee or any Receiver may reasonably specify (and in such form as the Security Trustee or any Receiver may reasonably require) in favour of the Security Trustee or its nominee(s)):
- (a) to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies of the Security Trustee provided by or pursuant to this Deed or by law; and/or
 - (b) (if an Event of Default is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by or under this Deed.
- 8.2 Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Trustee by or pursuant to this Deed.
- 8.3 Any document required to be executed by a Chargor under this clause 8 will be prepared at the cost of the Borrower.

9 Representations

Each Chargor makes the representations set out in this clause 9 to the Security Trustee for the benefit of the Security Trustee.

9.1 Status

- (a) It is a limited liability 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.

9.2 Binding obligations

- (a) The obligations expressed to be assumed by it in this Deed are, subject to the Legal Reservations, legal, valid, binding and enforceable obligations.
- (b) Without limiting the generality of clause 9.2(a), subject to the Legal Reservations, this Deed creates the Security which this Deed purports to create and the Security is valid and effective.

9.3 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 Security 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.

9.4 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 the Security contemplated by this Deed.

9.5 Validity and admissibility in evidence

All authorisations required:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed; and
- (b) to make this Deed admissible in evidence in its Relevant Jurisdictions,

have been obtained or effected and are in full force and effect except any Authorisation referred to in clause 9.8 (No filing or stamp taxes) which Authorisations will be promptly obtained or effected after the date of this Deed.

9.6 Acting as principal

It is acting in all matters relating to this Deed as principal for its own account and not as agent or trustee or in any other capacity whatsoever on behalf of any third party.

9.7 Governing law and enforcement

- (a) subject to the Legal Reservations, the choice of English law as the governing law of this Deed will be recognised and enforced in its Relevant Jurisdictions.
- (b) subject to the Legal Reservations, any judgment obtained in England in relation to this Deed will be recognised and enforced in its Relevant Jurisdictions.

9.8 No filing or stamp taxes

It is not necessary under the laws of its Relevant Jurisdictions that this Deed be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to this Deed or the transactions contemplated by this Deed except registration of a statement of particulars and a certified copy of this Deed at Companies House under the Companies Act 2006 and payment of associated fees, which registrations and filings will be made and paid promptly after the date of this Deed.

9.9 Good title to assets

It has a good, valid and marketable title to the Secured Assets, in each case, free from Security (other than that created by or pursuant to this Deed).

9.10 Legal and beneficial ownership

- (a) The relevant Chargor is the sole legal and beneficial owner of the assets over which it purports to grant Security.
- (b) Each Secured Asset is legally and beneficially owned by the relevant Chargor free from any claims, third party rights or competing interests other than Security created under the Security Documents.
- (c) No breach of any law or regulation is outstanding which adversely affects or might adversely affect the value of any Secured Asset.

9.11 Shares

- (a) The Shares constitute all of the issued share capital of the Borrower and are fully paid.
- (b) No Secured Asset is subject to any option to purchase or similar rights.
- (c) As at the date of this Deed, none of the Shares are in an uncertificated form.
- (d) The constitutional documents of the Borrower do not restrict or inhibit any transfer of the Secured Assets on creation or enforcement of this Security.

9.12 Subordinated Loans

Each Subordinated Loan Agreement is in full force and effect in accordance with its terms and is enforceable (subject to the Finance Documents) by the Chargor against the Borrower. There are no restrictions on the ability of the Chargor to assign or charge any Subordinated Loan, whether contained in a Subordinated Loan Agreement or otherwise.

9.13 Repetition

The representations and warranties in this clause 9 (other than clause 9.8) are deemed to be made by each Chargor by reference to the facts and circumstances then existing on:

- (a) the date of this Deed;
- (b) the date of each Drawdown; and

- (c) the first day of each Interest Period.

10 Undertakings

10.1 Duration

Each Chargor undertakes to the Security Trustee in accordance with this clause 10. The undertakings in this clause 10 shall remain in force during the Security Period.

10.2 Authorisations

It shall promptly:

- (a) obtain, comply with and do all that is necessary to maintain in full force and effect; and
- (b) supply certified copies to the Security Trustee of,

any Authorisation required under any law or regulation of a Relevant Jurisdiction to enable it to perform its obligations under this Deed and to ensure the legality, validity, enforceability or admissibility in evidence of this Deed.

10.3 Shares

- (a) On the later of:
 - (i) the date of this Deed; and
 - (ii) within 5 Business Days of the date of acquisition by the relevant Chargor of any Shares or Related Rights,

each Chargor shall:

- (A) deliver to the Security Trustee all certificates of title and other documents of title or evidence of ownership in respect of its Shares and the Related Rights; and
 - (B) deliver to the Security Trustee such transfer documents (with the transferee left blank) or any other documents as the Security Trustee may reasonably require in respect of its Shares and Related Rights.
- (b) Until the Security Trustee takes any steps under clause 10.4(a) or takes any enforcement action under clause 12.2 (Acts of enforcement), each Chargor shall be entitled to receive and retain all dividends, distributions and other monies receivable in respect of the Shares and Related Rights.
- (c) No Chargor shall exercise its voting and other rights in respect of the Shares and Related Rights in a manner which is likely to be prejudicial to the interests of the Security Trustee.
- (d) Each Chargor shall make all payments which may become due and payable in respect of any of the Shares and Related Rights. If a Chargor fails to make any such payments, the Security Trustee may but shall not be obliged to make such payment on behalf of that Chargor. Any sums so paid by the Security Trustee shall be repayable by each Chargor to the Security Trustee on demand.

- (e) Each Chargor shall remain liable to observe and perform all of the conditions and obligations assumed by it in respect of the Shares and Related Rights and the Security Trustee shall not be required to perform or fulfil any obligation of any Chargor in respect of the Shares or Related Rights.
- (f) Each Chargor shall comply with any notice served on it under the Companies Act 2006 or pursuant to the articles of association or any other constitutional document of the Borrower in respect of or in connection with the Shares or Related Rights and will promptly provide to the Security Trustee a copy of that notice.
- (g) Each Chargor shall ensure that none of the Shares are converted into uncertificated form without the prior written consent of the Security Trustee.
- (h) Immediately on conversion of any Shares or Related Rights from a certificated to an uncertificated form, and on the acquisition of any Shares or Related Rights in an uncertificated form, each Chargor shall give such instructions or directions and take such other steps and enter into such documentation as the Security Trustee may require in order to protect or preserve the Security intended to be created by this Deed.

10.4 Following an Event of Default

- (a) If an Event of Default is continuing, each Chargor shall on request by the Security Trustee:
 - (i) deliver to the Security Trustee such stock transfer forms or other transfer documents as the Security Trustee may require to enable the Security Trustee or its nominee or nominees to be registered as the owner of, and to obtain legal and beneficial title to, the Shares and/or Related Rights referred to in such request;
 - (ii) provide to the Security Trustee certified copies of all resolutions and authorisations approving the execution of such transfer forms and registration of such transfers as the Security Trustee may reasonably require;
 - (iii) procure that each such transfer is promptly registered by the Borrower;
 - (iv) procure that, immediately on their issue, all share certificates or other documents of title in the appropriate form, in respect of the relevant Shares and/or Related Rights, are delivered to the Security Trustee in each case showing the registered holder as the Security Trustee or its nominee or nominees (as applicable); and/or
 - (v) exercise all voting rights in respect of the Shares and Related Rights only in accordance with the instructions of the Security Trustee.
- (b) If a Chargor receives any dividends, distributions or other monies in respect of the Shares and Related Rights at a time when the Security Trustee has made a request under clause 10.4(a) or taken any enforcement steps under clause 12.2 (Acts of enforcement), that Chargor shall immediately pay such sums received directly to the Security Trustee and shall hold all such sums on trust for the Security Trustee pending payment of them to such account as the Security Trustee shall direct.

- (c) At any time while an Event of Default is continuing, the Security Trustee may complete the transfer documents delivered to it under clause 10.3 or take any other necessary steps to vest the Shares and Related Rights in itself or such other person or nominee as it shall select.

10.5 Retention of documents

The Security Trustee may retain any document delivered to it pursuant to clause 10.3 or otherwise until the Security created by this Deed is released and if for any reason it ceases to hold any such document before such time, it may by notice to the Chargors require that the relevant document be redelivered to it and the Chargors shall immediately comply (or procure compliance) with such notice.

10.6 General

No Chargor shall do or cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value to the Security Trustee of the Security created by or under this Deed.

10.7 Subordinated Loans

No Chargor shall take, or omit to take, any action which might result in:

- (a) the alienation or impairment of any rights in any Subordinated Loan; or
- (b) any right to terminate a Subordinated Loan Agreement becoming exercisable by any party to that agreement.

11 Security power of attorney

Each Chargor, by way of security, irrevocably and severally appoints the Security Trustee, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which each Chargor is obliged to take under this Deed. Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 11.

12 Enforcement of security

12.1 When security is enforceable

On the occurrence of any Event of Default which is continuing, the Security created by and under this Deed is immediately enforceable.

12.2 Acts of enforcement

The Security Trustee may, in its absolute discretion, at any time when the Security created by or under this Deed is enforceable:

- (a) enforce all or any part of the Security created by or under this Deed in any manner it sees fit;
- (b) exercise its rights and powers conferred upon mortgagees by the Law of Property Act 1925, as varied and extended by this Deed and rights or powers conferred on a Receiver by this Deed whether or not it has taken possession of, or appointed a Receiver to any of, the Secured Assets;

- (c) appoint one or more persons to be a Receiver to all or any part of the Secured Assets;
- (d) exercise its power of sale under section 101 of the Law of Property Act 1925 (as amended by this Deed);
- (e) sell all or any of the Secured Assets in any manner permitted by law and on such terms as the Security Trustee shall in its absolute discretion determine; and/or
- (f) apply all dividends and other monies received in respect of the Secured Assets as though they were proceeds of sale.

12.3 Right of Appropriation

To the extent that the Security created by this Deed constitutes a "security financial collateral arrangement" and the Secured Assets constitute "financial collateral" for the purpose of the Financial Collateral Arrangements (No 2) Regulations 2003 (**Regulations**), the Security Trustee shall have the right on giving prior notice to the Chargors, at any time after the Security becomes enforceable, to appropriate all or any part of those Secured Assets in or towards discharge of the Secured Liabilities. The parties agree that the value of the appropriated Secured Assets shall be determined by the Security Trustee by reference to any available publicly available market price in the absence of which by such other means as the Security Trustee (acting reasonably) may select including, without limitation, an independent valuation. For the purpose of Regulation 18(1) of the Regulations, the Chargors agree that any such determination by the Security Trustee will constitute a valuation "in a commercially reasonable manner".

12.4 Statutory Powers - General

- (a) 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.
- (b) Section 103 of the Law of Property Act 1925 and section 93 of the Law of Property Act 1925 do not apply to the Security constituted by or under this Deed.
- (c) Each Receiver and the Security Trustee is entitled to all the rights, powers, privileges and immunities conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on mortgagees and receivers.

12.5 Contingencies

If the Security Trustee enforces the Security constituted by or under this Deed at a time when no amounts are due to the Security Trustee under the Finance Documents but at a time when amounts may or will become so due, the Security Trustee (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest bearing suspense account.

12.6 Mortgagee in possession - no liability

Neither the Security Trustee nor any Receiver shall be liable 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 otherwise be liable.

12.7 Redemption of prior mortgages

At any time after the Security created by or under to this Deed has become enforceable, the Security Trustee may, at the sole cost of the Chargors (payable to the Security Trustee on demand):

- (a) redeem any prior form of Security over any Secured Asset; and/or
- (b) procure the transfer of that Security to itself; and/or
- (c) settle and pass the accounts of any prior mortgagee, chargee or encumbrancer which once so settled and passed shall be conclusive and binding on the Chargors.

13 Receiver

13.1 Appointment of Receiver

- (a)
 - (i) At any time after any Security created by or under this Deed is enforceable, the Security Trustee may appoint a Receiver to all or any part of the Secured Assets in accordance with clause 12.2(c) (Acts of enforcement).
 - (ii) At any time if so requested in writing by the Chargors, without further notice, the Security Trustee may appoint one or more persons to be a Receiver of all or any part of the Secured Assets as if the Security Trustee had become entitled under the Law of Property Act 1925 to exercise the power of sale conferred under the Law of Property Act 1925.
- (b) Any Receiver appointed under this Deed shall be the agent of each Chargor and each Chargor shall be solely responsible for his acts or defaults and for his remuneration and liable on any contracts or engagements made or entered into by him and in no circumstances whatsoever shall the Security Trustee be in any way responsible for any misconduct, negligence or default of the Receiver.
- (c) Where a Chargor is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 of the Insolvency Act 1986 (a) obtaining a moratorium, or (b) anything done with a view to obtaining a moratorium including any preliminary decision or investigation in terms of paragraph 43 of Schedule A1 of the Insolvency Act 1986 shall not be grounds for appointment of a Receiver.

13.2 Removal

The Security Trustee may by written notice remove from time to time any Receiver appointed by it and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated.

13.3 Powers of Receiver

- (a) General
 - (i) In addition to those conferred by the Law of Property Act 1925 on any Receiver appointed under that Act, each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out in this clause 13.3.

(ii) If there is more than one Receiver holding office at the same time, unless the document appointing him states otherwise, each Receiver may exercise all of the powers conferred on a Receiver under this Deed or under the Insolvency Act 1986 individually and to the exclusion of any other Receivers.

(iii) A Receiver may, (in the name of the Chargors (or any of them)):

(A) do all other acts and things which he may consider expedient for realising any Secured Asset; and

(B) exercise in relation to any Secured Asset all the powers, authorities and things which he would be capable of exercising if he were its absolute beneficial owner.

(b) Borrow monies

A Receiver may raise and borrow money (either unsecured or on the security of any Secured Asset, either in priority to the security constituted by this Deed or otherwise) on any terms and for whatever purpose which he thinks fit. No person lending that money need enquire as to the propriety or purpose of the exercise of that power or to check the application of any monies so raised or borrowed.

(c) Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of a Chargor relating in any way to any Secured Asset.

(d) Delegation

A Receiver may delegate his powers in accordance with clause 14 (Delegation).

(e) Employees

For the purposes of this Deed, a Receiver as he thinks appropriate, on behalf of each Chargor or for itself as Receiver, may:

(i) appoint and discharge managers, officers, agents, accountants, servants, workmen and others upon such terms as to remuneration or otherwise as he may think proper; and

(ii) discharge any such persons appointed by a Chargor.

(f) Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings or submit to arbitration or any form of alternative dispute resolution in the name of each Chargor in relation to any Secured Asset as he considers expedient.

(g) Receipts

A Receiver may give valid receipts for all monies and execute all assurances and things which may be expedient for realising any Secured Asset.

(h) Sale of assets

A Receiver may sell, exchange, convert into monies and realise any Secured Asset by public auction or private contract in any manner and on any terms which he thinks proper. The consideration for any such transaction may consist of cash, debenture or other obligations, shares, stock or other valuable consideration and any such consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit.

(i) Deal with Secured Assets

A Receiver may, without restriction vary the terms of or otherwise dispose of or deal with, all or any part of the Secured Assets without being responsible for loss or damage, and so that any such disposition may be made for cash payable by instalments, loan stock or other debt obligations or for shares or securities of another company or other valuable consideration, and the Receiver may form and promote, or concur in forming and promoting, a company or companies to purchase or otherwise acquire interests in all or any of the Secured Assets or otherwise, arrange for such companies to trade or cease to trade and to purchase or otherwise acquire all or any of the Secured Assets on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit.

(j) Security

A Receiver may redeem any prior Security and settle and pass the accounts of the person entitled to the prior Security so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargors and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

(k) Incidental Matters

A Receiver may do all other acts and things including without limitation, signing and executing all documents and deeds as may be considered by the Receiver to be incidental or conducive to any of the matters or powers listed here or granted by law or otherwise incidental or conducive to the preservation, improvement or realisation of the Secured Assets and to use the name of the Chargors for all the purposes set out in this clause 13.

13.4 Remuneration

The Security Trustee may from time to time fix the remuneration of any Receiver appointed by it.

14 Distressed Disposal

14.1 If a Distressed Disposal is being effected, the Security Trustee is irrevocably authorised (at the cost of the Borrower and without any consent, sanction, authority or further confirmation from the Borrower or the Chargors), to release the Borrower from all or any part of the Subordinated Loans.

14.2 The net proceeds of a Distressed Disposal shall be paid to the Security Trustee for application in accordance with clause 16 (Application of monies) as if those proceeds were monies received by the Security Trustee or any Receiver under this Deed.

- 14.3 For the purposes of this clause 14, a **Distressed Disposal** shall mean a disposal of the shares in the Borrower which is (i) being effected in circumstances where the Security constituted by the Security Documents has become enforceable, (ii) being effected by enforcement of the Security Documents or (iii) being effected by a Chargor after the enforcement of any Security constituted by the Security Documents or after the Security Trustee has served a demand following the occurrence of an Event of Default which is continuing.

15 **Delegation**

- 15.1 The Security Trustee and any Receiver may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by the Security Trustee and the Receiver (as appropriate) under this Deed to any person or persons as it shall think fit. Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Security Trustee and Receiver (as appropriate) may think fit.
- 15.2 The Security Trustee and any Receiver will not be liable or responsible to the Chargors or any other person for any losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of any delegate.

16 **Application of monies**

- 16.1 Sections 109(6) and (8) (Appointment, powers, remuneration and duties of receiver) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Deed.
- 16.2 All monies received by the Security Trustee or any Receiver under this Deed shall be applied towards the Secured Liabilities in the order as determined by the Security Trustee in its absolute discretion.

17 **Protection of third parties**

- 17.1 No person (including a purchaser) dealing with the Security Trustee or its agents has an obligation to enquire of the Security Trustee, any Receiver or others:
- (a) whether the Secured Liabilities have become payable;
 - (b) whether any power purported to be exercised has become exercisable;
 - (c) whether any Secured Liabilities or other monies remain outstanding;
 - (d) how any monies paid to the Security Trustee or to the Receiver shall be applied; or
 - (e) the status, propriety or validity of the acts of the Receiver or the Security Trustee.
- 17.2 The receipt by the Security Trustee or any Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Security Trustee or any Receiver.
- 17.3 In clauses 15.1 and 15.2 **purchaser** includes any person acquiring, for monies or monies worth, any lease of, or Security over, or any other interest or right whatsoever in relation to, the Secured Assets or any of them.

18 Subsequent Security

If the Security Trustee receives notice of any other subsequent Security or other interest affecting all or any of the Secured Assets it may open a new account or accounts for the Chargors or the Borrower in its books. If it does not do so then, unless it gives express written notice to the contrary to the Chargors, as from the time of receipt of such notice by the Security Trustee, all payments made by the Chargors to the Security Trustee shall not be treated as having been applied in reduction of the Secured Liabilities.

19 Payments

19.1 Currency of account

Subject to Clause 19.2, sterling is the currency of account and payment for any sum due from the Chargors under this Deed.

19.2 Change of currency

- (a) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:
 - (i) any reference in this Deed to, and any obligations arising under this Deed in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Security Trustee; and
 - (ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Security Trustee (acting reasonably).
- (b) If a change in any currency of a country occurs, this Deed will, to the extent the Security Trustee (acting reasonably) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the London interbank market and otherwise to reflect the change in currency.

19.3 No set-off by the Chargors

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

20 Miscellaneous

20.1 Certificates and determinations

Any certification or determination by the Security Trustee of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

20.2 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.

20.3 Remedies and waivers

- (a) No failure to exercise, nor any delay in exercising, on the part of the Security Trustee, 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 Security Trustee 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.
- (b) A waiver given or consent granted by the Security Trustee under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

20.4 Releases

Upon the expiry of the Security Period, the Security Trustee shall, at the request and cost of the Chargors, take whatever action is necessary to release and reassign to each Chargor its rights arising under this Deed and the Secured Assets from the Security created by and under this Deed and return all documents or deeds of title delivered to the Security Trustee under this Deed.

21 Notices

All notices, demands and any consent must be in writing. The Security Trustee may serve a notice or demand on the Chargor at the Chargor's registered address. A notice or demand by the Security Trustee will be effective at the time of personal delivery or at 9.00am on the second Business Day after posting. A notice from the Chargor to the Security Trustee must be addressed to Sterling House, Langston Road, Loughton, Essex IG10 3TS and will be effective on receipt, if received before 4.00pm on a Business Day, or otherwise on the next Business Day.

22 Assignment

The Security Trustee may assign or otherwise transfer all or any part of its rights under this Deed or any Security created by or under it in accordance with the terms of the Finance Documents.

23 Counterparts

This Deed or any Finance Document entered into under or in connection with this Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed or any such Finance Document entered into under or in connection with this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

24 Governing law

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

25 Enforcement and jurisdiction**25.1 Jurisdiction of English courts**

- (a) 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**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This clause 25 is for the benefit of the Security Trustee. As a result, the Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions.

This Deed has been signed on behalf of the Security Trustee and executed as a deed by the Chargors and is delivered on the date given at the beginning of this Deed.

Schedule**The Chargors**

Name	Company number and Registered Address	Shareholding in the Borrower
Frago Investments Ltd	10721604, Stockton House, Rugby Road, Stockton, Southam, England, CV47 8LB	10 B ordinary shares of £1.00 each
The Wigley Group Limited	00794854, Stockton House, Rugby Road, Stockton, Southam, United Kingdom, CV47 8LB	90 A ordinary shares of £1.00 each

SIGNATURES TO THE SHARE CHARGE

CHARGOR

EXECUTED and DELIVERED as)
a DEED by THE WIGLEY GROUP)
LIMITED acting by a)
director in the presence of:)

DocuSigned by:
Emma Spark
A290B81467DB4F4
Signature of Witness

Name: Emma Spark
Address: Pound House, Post Office Lane
Occupation: Stockton, CV47 8JR

DocuSigned by:
Robert Wigley
22D86A74DAE4441
Director

CHARGOR

EXECUTED and DELIVERED as)
a DEED by FRAGO INVESTMENTS)
LTD acting by a)
director in the presence of:)

DocuSigned by:
Emma Spark
A290B81467DB4F4
Signature of Witness

Name: Emma Spark
Address: Pound House, Post Office Lane
Occupation: Stockton, CV47 8JR

DocuSigned by:
James Davies
D83F22D561AF4C3
Director

BORROWER

EXECUTED and **DELIVERED** as)
a **DEED** by **WATERLOO CAPITAL**)
LIMITED acting by a)
director in the presence of:)

DocuSigned by:
Emma Spark
.....A290B81467DB4F4.....
Signature of Witness

DocuSigned by:
James Ellerington
.....4E7048A4545747B.....
Director

Name: Emma Spark
Address: Pound House, Post Office Lane, Stockton, CV47 8JR
Occupation: Executive Manager

SECURITY TRUSTEE

Executed as a deed by)
REFLEX BRIDGING LIMITED)
acting by a director in the presence of)

DocuSigned by:
Jonathan Morgan
.....C483C8911DF845Z.....
Director

DocuSigned by:
Dawn Elliott
.....CA8137611FE047A.....

Signature of witness

Dawn Elliott
Name

Coach House
Address
9 Church Hill, Epping, CM16 4RA
.....