



Registration of a Charge

Company Name: **AE 84 LTD.**

Company Number: **11897115**



Received for filing in Electronic Format on the: **20/09/2022**

XBCYSLWY

Details of Charge

Date of creation: **20/09/2022**

Charge code: **1189 7115 0001**

Persons entitled: **PROPLEND SECURITY LIMITED**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS LAND ON THE NORTH WEST SIDE OF THE JUNCTION OF STONE CIRCLE ROAD AND NORTH PORTWAY CLOSE, NORTHAMPTON (ALSO KNOWN AS 1 NORTH PORTWAY CLOSE, ROUND SPINNEY, NORTHAMPTON NN3 8RD) AS THE SAME IS REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER NN74620**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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:

PARIS SMITH LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11897115

Charge code: 1189 7115 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th September 2022 and created by AE 84 LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th September 2022 .

Given at Companies House, Cardiff on 21st September 2022

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



Companies House



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

DATED 20 September 2022

DEBENTURE

between

AE 84 LTD.

and

PROPLEND SECURITY LIMITED

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THIS DEED is dated

20 September

2022

PARTIES

- (1) **AE 84 LTD.**, a company incorporated and registered in England and Wales with company number 11897115 and whose registered office is at The Grange 1 Church Way Ecton Northampton, NN6 0QE (**Borrower**); and
- (2) **PROPLEND SECURITY LIMITED**, a company incorporated and registered in England Wales with company number 8620117 and whose registered office is at 20-22 Wenlock Road, London N1 7GU (**Proplend**)

BACKGROUND

- (A) Each of the Lenders has agreed, under its respective Loan Contract, to lend a certain amount of money to the Borrower via the Service in accordance with the Members' Agreement.
- (B) This deed provides security which the Borrower has agreed to give Proplend in respect of, inter alia, the said Loan Contracts in accordance with clause 3.14(b) of the Members' Agreement.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions and rules on interpretation in this clause apply in this deed:

Administrator: an administrator appointed to manage the affairs, business and property of the Borrower pursuant to clause 13.9.

Book Debts: all present and future book and other debts, and monetary claims due or owing to the Borrower, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Borrower in relation to any of them.

Business Day: a day, other than a Saturday or Sunday, on which commercial banks are open for general business in London and deposits are dealt with on the London Interbank Market.

Delegate: any person appointed by Proplend or any Receiver pursuant to clause 18 and any person appointed as attorney of Proplend, Receiver or Delegate.

Designated Account: any account of the Borrower nominated by Proplend as a designated account for the purposes of this deed, as such account may be renumbered or redesignated from time to time.

Environment: the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media.

Environmental Law: all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment.

Equipment: all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Borrower, including any part of it and all spare parts, replacements, modifications and additions.

Event of Default: has the meaning given to that expression in clause 4.2 of the Loan Conditions.

Excluded Property: each leasehold property held by the Borrower under a lease that either precludes absolutely, or requires consent of a third party to, the creation of a Security Interest over the Borrower's leasehold interest in that property and each (if any) property listed in Part 3 of Schedule 1.

Financial Collateral: shall have the meaning given to that expression in the Financial Collateral Regulations.

Financial Collateral Regulations: the Financial Collateral Arrangements (No 2) Regulations 2003 (*SI 2003/3226*).

Insurance Policy: each contract or policy of insurance effected or maintained by the Borrower from time to time in respect of its assets or business (including, without limitation, any insurances relating to the Properties or the Equipment).

Intellectual Property: the Borrower's present and future patents, trademarks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights.

Investments: all present and future certificated stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Borrower, including any:

- (a) dividend, interest or other distribution paid or payable in relation to any of the Investments; and
- (b) right, money, shares or property accruing, offered or issued at any time in relation to any of the Investments by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.

Lenders: those persons defined as such in, and making available or to make available certain loan facilities to the Borrower under, the Loan Contracts.

Loan Conditions: the loan conditions in Annex A to the Members' Agreement.

Loan Contract: has the meaning given to it under clause 1.2 of the Members' Agreement and **Loan Contracts** shall be construed accordingly and for the avoidance of doubt being, together, the facility agreements each dated on or before the date of this deed and made between the Borrower and the respective Lenders for the provision of the loan facilities therein described and secured by this deed

LPA 1925: the Law of Property Act 1925.

Members' Agreement: the Members' Agreement which the Borrower and the Lenders agreed with Proplend and Proplend Ltd (a company incorporated and registered in England Wales with company number 8315922 and whose registered office is at 20–22 Wenlock Road, London, N1 7GU) when registering to use the Service.

Permitted Security Interest: each of the security interests specified in Schedule 3.

Properties: all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Borrower, or in which the Borrower holds an interest (including, but not limited to, the properties specified in Schedule 1), and **Property** means any of them.

Receiver: a receiver, receiver and manager or administrative receiver of any or all of the Secured Assets appointed by Proplend under clause 15.9(c).

Relevant Agreement: each agreement specified in Schedule 2.

Secured Assets: all the assets, property and undertaking for the time being subject to the Security Interests created by, or pursuant to, this deed.

Secured Liabilities: all present and future monies, obligations and liabilities now or at any time due from or owing or incurred by the Borrower to all or any of the Lenders and Proplend, whether such monies, obligations or liabilities are express or implied, actual or contingent and whether owed jointly or severally, as principal or as surety or guarantor and/or in any other capacity including, without limitation to the generality of the foregoing, under or pursuant to or in connection with all or any of the Loan Contracts, the Members' Agreement and this deed, together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations and liabilities.

Security Financial Collateral Arrangement: shall have the meaning given to that expression in the Financial Collateral Regulations.

Security Interest: any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

Security Period: the period starting on the date of this deed and ending on the date on which Proplend is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

Service: the service operated by the aforesaid Proplend Ltd, details of which are set out in the Members' Agreement.

1.2 Interpretation

In this deed:

- (a) reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force for the time being, taking account of any amendment or re-enactment or extension and includes any former statute, statutory provision or subordinate legislation which it amends or re-enacts;
- (b) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (c) unless the context otherwise requires, words in the singular include the plural and in the plural include the singular;
- (d) a reference to a clause or Schedule is to a clause of, or Schedule to, this deed, unless the context otherwise requires;

- (e) a reference to **this deed** (or any provision of it) or any other document shall be construed as a reference to this deed, that provision or that document as it is in force for the time being and as amended in accordance with its terms or with the agreement of the relevant parties;
- (f) a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, or any state or any agency of any person;
- (g) a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amended** shall be construed accordingly);
- (h) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- (i) a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- (j) a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (k) a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the discretion of the person making it;
- (l) a reference to the **Borrower**, the **Lenders** (and each of them), **Proplend Ltd** or **Proplend** shall include in each case its successors, permitted transferees and permitted assigns; and
- (m) clause and schedule headings shall not affect the interpretation of this deed.

1.3 **Clawback**

If Proplend considers that an amount paid by the Borrower in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Borrower or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

1.4 **Nature of security over real property**

A reference in this deed to a charge or mortgage of or over any Property includes:

- (a) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) that are situated on or form part of that Property at any time;
- (b) the proceeds of the sale of any part of that Property and any other monies paid or payable in respect of or in connection with that Property;
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of that Property, and any monies paid or payable in respect of those covenants; and
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of that Property.

1.5 **Law of Property (Miscellaneous Provisions) Act 1989**

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Loan Contracts and the Members' Agreement and of any side letters between any parties in relation to all or any of the Loan Contracts and the Members' Agreement are incorporated into this deed.

1.6 Third party rights

A person who is not a party to this deed (other than a permitted successor or assign, any Receiver or any Delegate) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this deed.

1.7 Perpetuity period

If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1.8 Schedules

The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.

2. COVENANT TO PAY

The Borrower shall, on demand, pay to Proplend and discharge the Secured Liabilities.

3. GRANT OF SECURITY

3.1 Legal mortgage

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to Proplend, by way of first legal mortgage, each Property specified in Schedule 1.

3.2 Fixed charges

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to Proplend by way of first fixed charge:

- (a) all Properties acquired by the Borrower in the future;
- (b) all present and future interests of the Borrower not effectively mortgaged or charged under the preceding provisions of this clause 3 in, or over, freehold or leasehold property;
- (c) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property;
- (d) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Borrower's business or the use of any Secured Asset, and all rights in connection with them;
- (e) all its present and future goodwill;
- (f) all its uncalled capital;
- (g) all the Equipment;

- (h) all the Intellectual Property;
- (i) all the Book Debts;
- (j) all the Investments; and
- (k) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account).

3.3 Assignment

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower, with full title guarantee, assigns to Proplend absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:

- (a) all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy; and
- (b) the benefit of each Relevant Agreement and the benefit of any guarantee or security for the performance of a Relevant Agreement.

3.4 Floating charge

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower, with full title guarantee, charges to Proplend, by way of first floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned pursuant to clause 3.1 to clause 3.3 inclusive.

3.5 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3.4.

3.6 Leasehold security restrictions

- (a) Subject to clause 3.6(b) to clause 3.6(d), the security created by clause 3.1 to clause 3.3 shall not apply to an Excluded Property until the Borrower obtains any relevant consent, or waiver of prohibition, to the creation of security over that Excluded Property.
- (b) In relation to each Excluded Property, the Borrower undertakes to:
 - (i) apply for the relevant consent or waiver of prohibition within five Business Days of the date of this deed, and to use its best endeavours to obtain that consent or waiver of prohibition as soon as possible;
 - (ii) keep Proplend informed of its progress in obtaining that consent or waiver; and
 - (iii) immediately on receipt of the consent or waiver, provide Proplend with a copy of that consent or waiver.
- (c) Immediately on receipt by the Borrower of the relevant consent or waiver, that Excluded Property shall become the subject of a mortgage or charge (as appropriate) pursuant to clause 3.1 to clause 3.3.

- (d) If required by Proplend at any time following receipt of that consent or waiver, the Borrower shall, at its own cost, prepare and execute any further documents and take any further action Proplend may require, in its absolute discretion, for perfecting its security over that Excluded Property.

3.7 Automatic crystallisation of floating charge

The floating charge created by clause 3.4 shall automatically and immediately (without notice) be converted into a fixed charge over the assets subject to that floating charge if:

- (a) the Borrower:
 - (i) creates, or attempts to create, without the prior written consent of Proplend, a Security Interest or a trust in favour of another person over all or any part of the Secured Assets (except as expressly permitted by the terms of this deed or the Members' Agreement); or
 - (ii) disposes, or attempts to dispose of, all or any part of the Secured Assets (other than Secured Assets that are only subject to the floating charge while it remains uncrystallised);
- (b) any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets; or
- (c) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Borrower.

3.8 Crystallisation of floating charge by notice

Proplend may, in its sole discretion, at any time and by written notice to the Borrower, convert the floating charge created under this deed into a fixed charge as regards any part of the Secured Assets specified by Proplend in that notice.

3.9 Assets acquired after any floating charge has crystallised

Any asset acquired by the Borrower after any crystallisation of the floating charge created under this deed that, but for that crystallisation, would be subject to a floating charge under this deed, shall (unless Proplend confirms otherwise to the Borrower in writing) be charged to Proplend by way of first fixed charge.

4. LIABILITY OF THE BORROWER

4.1 Liability not discharged

The Borrower's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, Proplend or any of the Lenders that is, or becomes, wholly or partially illegal, void or unenforceable on any ground; or
- (b) all or any of Proplend and the Lenders renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- (c) any other act or omission that, but for this clause 4.1, might have discharged, or otherwise prejudiced or affected, the liability of the Borrower.

4.2 Immediate recourse

The Borrower waives any right it may have to require Proplend or all or any of the Lenders to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against the Borrower.

5. REPRESENTATIONS AND WARRANTIES

5.1 Times for making representations and warranties

The Borrower makes the representations and warranties set out in this clause 5 to Proplend on the date of this deed and such representations and warranties are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

5.2 Ownership of Secured Assets

The Borrower is the legal and beneficial owner of the Secured Assets.

5.3 No Security Interests

The Secured Assets are free from any Security Interest other than Permitted Security Interests and the Security Interests created by this deed.

5.4 No adverse claims

The Borrower has not received, or acknowledged notice of, any adverse claim by any person in respect of the Secured Assets or any interest in them.

5.5 No adverse covenants

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever that materially and adversely affect the Secured Assets.

5.6 No breach of laws

There is no breach of any law or regulation that materially and adversely affects the Secured Assets.

5.7 No interference in enjoyment

No facility necessary for the enjoyment and use of the Secured Assets is subject to terms entitling any person to terminate or curtail its use.

5.8 No overriding interests

Nothing has arisen, has been created or is subsisting, that would be an overriding interest in any Property.

5.9 Avoidance of security

No Security Interest expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Borrower or otherwise.

5.10 No prohibitions or breaches

There is no prohibition on assignment in any Insurance Policy or Relevant Agreement and the entry into this deed by the Borrower does not, and will not, constitute a breach of any Insurance Policy, Relevant Agreement or any other agreement or instrument binding on the Borrower or its assets.

5.11 Environmental compliance

The Borrower has, at all times, complied in all respects with all applicable Environmental Law.

5.12 Enforceable security

This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Borrower, and is and will continue to be effective security over all and every part of the Secured Assets in accordance with its terms.

6. GENERAL COVENANTS

6.1 Negative pledge and disposal restrictions

The Borrower shall not at any time, except with the prior written consent of Proplend:

- (a) create, purport to create or permit to subsist any Security Interest on, or in relation to, any Secured Asset other than any Security Interest created by this deed or any Permitted Security Interest; or
- (b) sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Secured Assets (except, in the ordinary course of business, Secured Assets that are only subject to an uncrystallised floating charge); or
- (c) create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party.

6.2 Preservation of Secured Assets

The Borrower shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by Proplend, or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this deed.

6.3 Compliance with laws and regulations

- (a) The Borrower shall not, without Proplend's prior written consent, use or permit the Secured Assets to be used in any way contrary to law.
- (b) The Borrower shall:
 - (i) comply with the requirements of any law and regulation relating to or affecting the Secured Assets or the use of it or any part of them;
 - (ii) obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Secured Assets or their use or that are necessary to preserve, maintain or renew any Secured Asset; and
 - (iii) promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Secured Assets.

6.4 Enforcement of rights

The Borrower shall use its best endeavours to:

- (a) procure the prompt observance and performance of the covenants and other obligations imposed on the Borrower's counterparties (including each counterparty in respect of a Relevant Agreement and each insurer in respect of an Insurance Policy); and
- (b) enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets which Proplend may require from time to time.

6.5 Notice of misrepresentation and breaches

The Borrower shall, promptly on becoming aware of any of the same, give Proplend notice in writing of:

- (a) any representation or warranty set out in this deed that is incorrect or misleading in any material respect when made or deemed to be repeated; and
- (b) any breach of any covenant set out in this deed.

6.6 Title documents

The Borrower shall, on the execution of this deed (or, if later, the date of acquisition of the relevant Secured Asset), deposit with Proplend and Proplend shall, for the duration of this deed be entitled to hold:

- (a) all deeds and documents of title relating to the Secured Assets that are in the possession or control of the Borrower (and if these are not within the possession or control of the Borrower, the Borrower undertakes to obtain possession of all these deeds and documents of title);
- (b) all Insurance Policies and any other insurance policies relating to any of the Secured Assets that the Borrower is entitled to possess;
- (c) all deeds and documents of title (if any) relating to the Book Debts as Proplend may specify from time to time; and
- (d) copies of all the Relevant Agreements, certified to be true copies by either a director of the Borrower or by the Borrower's solicitors.

6.7 Insurance

- (a) The Borrower shall insure and keep insured (or where, in the case of any leasehold property, insurance is the responsibility of the landlord under the terms of the lease, either procure that the landlord insures and keeps insured or, if and to the extent that the landlord does not do so, itself insure and keep insured) the Secured Assets against:
 - (i) loss or damage by fire or terrorist acts;
 - (ii) other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Borrower; and
 - (iii) any other risk, perils and contingencies as Proplend may require.

Any such insurance must be with an insurance company or underwriters, and on such terms, as are acceptable to Proplend, and must be for not less than the replacement value of the Secured Assets.

- (b) The Borrower shall, if requested by Proplend, produce to Proplend the policy, certificate or cover note relating to the insurance required by clause 6.7(a) (or where, in the case of any leasehold property, that insurance is effected by the landlord, such evidence of insurance as the Borrower is entitled to obtain from the landlord under the terms of the relevant lease).
- (c) The Borrower shall, if requested by Proplend, procure that a note of Proplend's interest is endorsed upon or Proplend is named as co-insured with the Borrower on each insurance policy maintained by it or any person on its behalf in accordance with clause 6.7(a) and that the terms of each insurance policy require the insurer not to invalidate the policy as against Proplend by reason of the act or default of any other joint or named insured and not to cancel it without giving at least 30 days' prior written notice to Proplend.

6.8 Insurance premiums

The Borrower shall:

- (a) promptly pay all premiums in respect of each insurance policy maintained by it in accordance with clause 6.7(a) and do all other things necessary to keep that policy in full force and effect; and
- (b) (if Proplend so requires) produce to, or deposit with, Proplend the receipts for all premiums and other payments necessary for effecting and keeping up each insurance policy maintained by it in accordance with clause 6.7(a).

6.9 No invalidation of insurance

The Borrower shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any insurance policy maintained by it in accordance with clause 6.7(a).

6.10 Proceeds of insurance policies

All monies received or receivable by the Borrower under any insurance policy maintained by it in accordance with clause 6.7(a) (including all monies received or receivable by it under any Insurance Policy) at any time (whether or not the security constituted by this deed has become enforceable) shall:

- (a) immediately be paid to Proplend;
- (b) if they are not paid directly to Proplend by the insurers, be held by the Borrower as trustee of the same for the benefit of Proplend (and the Borrower shall account for them to Proplend); and
- (c) at the option of Proplend, be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or in, or towards, discharge or reduction of the Secured Liabilities.

6.11 Notices to be given by the Borrower

The Borrower shall immediately on the execution of this deed (or, if later, the date of acquisition of the relevant Secured Asset):

- (a) give notice to each insurer that it has assigned its rights and interest in and under each Insurance Policy under clause 3.3(a) and procure that each addressee of any such notice promptly provides to Proplend an acknowledgement of the notice of Proplend's interest;
- (b) give notice to each counterparty to a Relevant Agreement that it has assigned its rights and interest in and under that Relevant Agreement under clause 3.3(b) and procure that each addressee of any such notice promptly provides to Proplend an acknowledgement of the notice of Proplend's interest; and
- (c) give notice to any bank, financial institution or other person (excluding Proplend) with whom it has an account that it has charged to Proplend its rights and interests under that account under clause 3.2(k) and procure that each addressee of any such notice promptly provides to Proplend an acknowledgement of the notice of Proplend's interest.

The Borrower shall obtain Proplend's prior approval of the form of any notice or acknowledgement to be used under this clause 6.11.

6.12 Information

The Borrower shall:

- (a) give Proplend such information concerning the location, condition, use and operation of the Secured Assets as Proplend may require;
- (b) permit any persons designated by Proplend and any Receiver to enter on its premises and inspect and examine any Secured Asset, and the records relating to that Secured Asset, at all times and on prior notice; and
- (c) promptly notify Proplend in writing of any action, claim or demand made by or against it in connection with any Secured Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim or demand, together with, in each case, the Borrower's proposals for settling, liquidating, compounding or contesting any such action, claim or demand and shall, subject to Proplend's prior approval, implement those proposals at its own expense.

6.13 Payment of outgoings

The Borrower shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Secured Assets and, on demand, produce evidence of payment to Proplend.

6.14 Appointment of accountants

- (a) The Borrower shall:
 - (i) at its own cost, if at any time so required by Proplend, appoint an accountant or firm of accountants nominated by Proplend to investigate the financial affairs of the Borrower and those of its subsidiaries and report to Proplend; and
 - (ii) co-operate fully with any accountants so appointed and immediately provide those accountants with all information requested.
- (b) The Borrower authorises Proplend to make an appointment as it shall think fit at any time, without further authority from the Borrower. In every case, the

Borrower shall pay, or reimburse Proplend for, the fees and expenses of those accountants.

6.15 Borrower's waiver of set-off

The Borrower waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by the Borrower under this deed).

7. PROPERTY COVENANTS

7.1 Repair and maintenance

The Borrower shall keep all premises, and fixtures and fittings on each Property in:

- (a) good and substantial repair and condition and shall keep all premises adequately and properly painted and decorated and replace any fixtures and fittings which have become worn out or otherwise unfit for use by others of a like nature and equal value; and
- (b) such repair and condition as to enable each Property to be let in accordance with all applicable laws and regulations.

For the purpose of clause 7.1(b), a law or regulation is applicable if it is either in force or it is expected to come into force and a prudent property owner in the same business as the Borrower would ensure that the premises, and fixtures and fittings on each Property were in such repair and condition in anticipation of that law or regulation coming into force.

7.2 Preservation of Property, fixtures and Equipment

The Borrower shall not, without the prior written consent of Proplend:

- (a) pull down or remove the whole, or any part of, any building forming part of any Property or permit the same to occur; or
- (b) make or permit any alterations to any Property, or sever or remove, or permit to be severed or removed, any of its fixtures; or
- (c) remove or make any material alterations to any of the Equipment belonging to, or in use by, the Borrower on any Property (except to effect necessary repairs or replace them with new or improved models or substitutes).

7.3 Conduct of business on Properties

The Borrower shall carry on its trade and business on those parts (if any) of the Properties as are used for the purposes of trade or business in accordance with the standards of good management from time to time current in that trade or business.

7.4 Planning information

The Borrower shall:

- (a) give full particulars to Proplend of any notice, order, direction, designation, resolution or proposal given or made by any planning authority or other public body or authority (**Planning Notice**) that specifically applies to any Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Planning Notice; and

- (b) (if Proplend so requires) immediately, and at the cost of the Borrower, take all reasonable and necessary steps to comply with any Planning Notice, and make, or join with Proplend in making, any objections or representations in respect of that Planning Notice that Proplend may desire.

7.5 Compliance with covenants and payment of rent

The Borrower shall:

- (a) observe and perform all covenants, stipulations and conditions to which each Property, or the use of it, is or may be subjected, and (if Proplend so requires) produce evidence sufficient to satisfy Proplend that those covenants, stipulations and conditions have been observed and performed;
- (b) diligently enforce all covenants, stipulations and conditions benefiting each Property and shall not (and shall not agree to) waive release or vary any of the same; and
- (c) (without prejudice to the generality of the foregoing) where a Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time, and perform and observe all the tenant's covenants and conditions.

7.6 Payment of rent and outgoings

The Borrower shall:

- (a) where a Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time; and
- (b) pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed on each Property or on its occupier.

7.7 Maintenance of interests in Properties

The Borrower shall not, without the prior written consent of Proplend:

- (a) grant, or agree to grant, any licence or tenancy affecting the whole or any part of any Property, or exercise, or agree to exercise, the statutory powers of leasing or of accepting surrenders under sections 99 or 100 of the Law of Property Act 1925; or
- (b) in any other way dispose of, surrender or create, or agree to dispose of surrender or create, any legal or equitable estate or interest in the whole or any part of any Property.

7.8 Registration restrictions

If the title to any Property is not registered at the Land Registry, the Borrower shall procure that no person (other than itself) shall be registered under the Land Registration Acts 1925 to 2002 as proprietor of all or any part of any Property without the prior written consent of Proplend. The Borrower shall be liable for the costs and expenses of Proplend in lodging cautions against the registration of the title to the whole or any part of any Property from time to time.

7.9 Development restrictions

The Borrower shall not, without the prior written consent of Proplend:

- (a) make or, insofar as it is able, permit others to make any application for planning permission or development consent in respect of any Property; or
- (b) carry out, or permit, or suffer to be carried out on any Property any development as defined in the Town and Country Planning Act 1990 and the Planning Act 2008, or change or permit or suffer to be changed the use of any Property.

7.10 Environment

The Borrower shall:

- (a) comply with all the requirements of Environmental Law both in the conduct of its general business and in the management, possession or occupation of each Property; and
- (b) obtain and comply with all authorisations, permits and other types of licences necessary under Environmental Law.

7.11 No restrictive obligations

The Borrower shall not, without the prior written consent of Proplend, enter into any onerous or restrictive obligations affecting the whole or any part of any Property, or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of any Property.

7.12 Proprietary rights

The Borrower shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of any Property without the prior written consent of Proplend.

7.13 Inspection

The Borrower shall permit Proplend, any Receiver and any person appointed by either of them to enter on and inspect any Property on prior notice.

7.14 Property information

The Borrower shall inform Proplend promptly of any acquisition by the Borrower of, or contract made by the Borrower to acquire, any freehold, leasehold or other interest in any property.

7.15 VAT option to tax

The Borrower shall not, without the prior written consent of Proplend:

- (a) exercise any VAT option to tax in relation to any Property; or
- (b) revoke any VAT option to tax exercised, and disclosed to Proplend, before the date of this deed.

7.16 Registration at the Land Registry

- (a) The Borrower consents to an application being made by Proplend to the Land Registrar for the following restriction in Form P to be registered against its title to each Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated 20 September 2022 in favour of Proplend Security Limited referred to in the charges register or their conveyancer."

- (b) Where any of the Lenders is under an obligation to the Borrower to make available further advances under any of the Loan Contracts or otherwise, such obligation shall be deemed to be incorporated into this deed as if set out in this deed and the Borrower consents to an application being made to the Land Registry to enter any such obligation to make further advances on the Charges Register of any registered land forming part of the Secured Assets.

8. INVESTMENTS COVENANTS

8.1 Deposit of title documents

- (a) The Borrower shall:
 - (i) on the execution of this deed, deposit with Proplend all stock or share certificates and other documents of title or evidence of ownership relating to any Investments owned by the Borrower at that time; and
 - (ii) on the purchase or acquisition by it of Investments after the date of this deed, deposit with Proplend all stock or share certificates and other documents of title or evidence of ownership relating to those Investments.
- (b) At the same time as depositing documents with Proplend in accordance with clause 8.1(a)(i) or clause 8.1(a)(ii), the Borrower shall also deposit with Proplend:
 - (i) all stock transfers forms relating to the relevant Investments duly completed and executed by or on behalf of the Borrower, but with the name of the transferee, the consideration and the date left blank; and
 - (ii) any other documents (in each case duly completed and executed by or on behalf of the Borrower) that Proplend may request in order to enable it or any of its nominees, or any purchaser or transferee, to be registered as the owner of, or otherwise obtain a legal title to, or to perfect its security interest in any of the relevant Investments,

so that Proplend may, at any time and without notice to the Borrower, complete and present those stock transfer forms and other documents to the issuer of the Investments for registration.

8.2 Nominations

- (a) The Borrower shall terminate with immediate effect all nominations it may have made (including, without limitation, any nomination made under section 145 or section 146 of the Companies Act 2006) in respect of any Investments and, pending that termination, procure that any person so nominated:
 - (i) does not exercise any rights in respect of any Investments without the prior written approval of Proplend; and

- (ii) immediately on receipt by it, forward to Proplend all communications or other information received by it in respect of any Investments for which it has been so nominated.
- (b) The Borrower shall not, during the Security Period, exercise any rights (including, without limitation, any rights under sections 145 and 146 of the Companies Act 2006) to nominate any person in respect of any of the Investments.

8.3 Additional registration obligations

The Borrower shall:

- (a) obtain all consents, waivers, approvals and permissions that are necessary, under the articles of association of any issuer that is not a public company or otherwise, for the transfer of the Investments to Proplend or its nominee, or to a purchaser on enforcement of this deed; and
- (b) procure the amendment of the share transfer provisions (including, but not limited to, deletion of any pre-emption provisions) of the articles of association of each issuer that is not a public company in any manner that Proplend may require in order to permit such a transfer.

8.4 Dividends and voting rights before enforcement

- (a) Before the security constituted by this deed becomes enforceable, the Borrower may retain and apply for its own use all dividends, interest and other monies paid or payable in respect of the Investments and, if any are paid or payable to Proplend or any of its nominees, Proplend will hold all those dividends, interest and other monies received by it for the Borrower and will pay them to the Borrower promptly on request; and
- (b) Before the security constituted by this deed becomes enforceable, the Borrower may exercise all voting and other rights and powers in respect of the Investments or, if any of the same are exercisable by Proplend or any of its nominees, to direct in writing the exercise of those voting and other rights and powers provided that:
 - (i) it shall not do so in any way that would breach any provision of all or any of the Members' Agreement or this deed or for any purpose inconsistent with all or any of the Members' Agreement or this deed; and
 - (ii) the exercise of, or the failure to exercise, those voting rights or other rights and powers would not, in Proplend's opinion, have an adverse effect on the value of the Investments or otherwise prejudice the Proplend's security under this deed.
- (c) The Borrower shall indemnify Proplend against any loss or liability incurred by Proplend (or its nominee) as a consequence of Proplend (or its nominee) acting in respect of the Investments at the direction of the Borrower.
- (d) Proplend shall not, by exercising or not exercising any voting rights or otherwise, be construed as permitting or agreeing to any variation or other change in the rights attaching to or conferred by any of the Investments that Proplend considers prejudicial to, or impairing the value of, the security created by this deed.

8.5 Dividends and voting rights after enforcement

After the security constituted by this deed has become enforceable:

- (a) all dividends and other distributions paid in respect of the Investments and received by the Borrower shall be held by the Borrower on trust for Proplend and immediately paid into a Designated Account or, if received by Proplend, shall be retained by Proplend; and
- (b) all voting and other rights and powers attaching to the Investments shall be exercised by, or at the direction of, Proplend and the Borrower shall, and shall procure that its nominees shall, comply with any directions Proplend may give, in its absolute discretion, concerning the exercise of those rights and powers.

8.6 Calls on Investments

The Borrower shall promptly pay all calls, instalments and other payments that may be or become due and payable in respect of all or any of the Investments. The Borrower acknowledges that Proplend shall not be under any liability in respect of any such calls, instalments or other payments.

8.7 No alteration of constitutional documents or rights attaching to Investments

The Borrower shall not, without the prior written consent of Proplend, amend, or agree to the amendment of:

- (a) the memorandum or articles of association, or any other constitutional documents, of any issuer that is not a public company; or
- (b) the rights or liabilities attaching to any of the Investments.

8.8 Preservation of Investments

The Borrower shall ensure (as far as it is able to by the exercise of all voting rights, powers of control and other means available to it) that any issuer that is not a public company shall not:

- (a) consolidate or subdivide any of its Investments, or reduce or re-organise its share capital in any way; or
- (b) issue any new shares or stock; or
- (c) refuse to register any transfer of any of its Investments that may be lodged for registration by, or on behalf of, Proplend or the Borrower in accordance with this deed.

8.9 Investments information

The Borrower shall, promptly following receipt, send to Proplend copies of any notice, circular, report, accounts and any other document received by it that relates to the Investments.

9. EQUIPMENT COVENANTS

9.1 Maintenance of Equipment

The Borrower shall:

- (a) maintain the Equipment in good and serviceable condition (except for expected fair wear and tear) in compliance with all relevant manuals,

handbooks, manufacturer's instructions and recommendations and maintenance or servicing schedules;

- (b) at its own expense, renew and replace any parts of the Equipment when they become obsolete, worn out or damaged with parts of a similar quality and of equal or greater value; and
- (c) not permit any Equipment to be:
 - (i) used or handled other than by properly qualified and trained persons; or
 - (ii) overloaded or used for any purpose for which it is not designed or reasonably suitable.

9.2 Payment of Equipment taxes

The Borrower shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Equipment and, on demand, produce evidence of such payment to Proplend.

9.3 Notice of charge

The Borrower:

- (a) shall, if so requested by Proplend, affix to and maintain on each item of Equipment in a conspicuous place, a clearly legible identification plate containing the following wording:

"NOTICE OF CHARGE

This [DESCRIBE ITEM] and all additions to it and ancillary equipment are subject to a fixed charge dated [DATE] in favour of Proplend Security Limited."; and

- (b) shall not, and shall not permit any person to, conceal, obscure, alter or remove any plate affixed in accordance with clause 9.3(a).

10. BOOK DEBTS COVENANTS

10.1 Realising Book Debts

The Borrower shall:

- (a) as an agent for Proplend, collect in and realise all Book Debts, pay the proceeds into a Designated Account immediately on receipt and, pending that payment, hold those proceeds in trust for Proplend;
- (b) not, without the prior written consent of Proplend, withdraw any amounts standing to the credit of any Designated Account; and
- (c) if called on to do so by Proplend, execute a legal assignment of the Book Debts to Proplend on such terms as Proplend may require and give notice of that assignment to the debtors from whom the Book Debts are due, owing or incurred.

10.2 Preservation of Book Debts

The Borrower shall not (except as provided by clause 10.1 or with the prior written consent of Proplend) release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts.

11. RELEVANT AGREEMENTS COVENANTS

11.1 Relevant Agreements

The Borrower shall, unless Proplend agrees otherwise in writing:

- (a) comply with the terms of;
- (b) not amend or vary or agree to any change in, or waive any requirement of;
- (c) not settle, compromise, terminate, rescind or discharge (except by performance); and
- (d) not abandon, waive, dismiss, release or discharge any action, claim or proceedings against any counterparty to a Relevant Agreement or other person in connection with,

any Relevant Agreement and any other document, agreement or arrangement comprising the Secured Assets (other than the Insurance Policies).

12. INTELLECTUAL PROPERTY COVENANTS

12.1 Preservation of rights

The Borrower shall take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property including (without limitation) by observing all covenants and stipulations relating to those rights, and by paying all applicable renewal fees, licence fees and other outgoings.

12.2 Registration of Intellectual Property

The Borrower shall use all reasonable efforts to register applications for the registration of any Intellectual Property, and shall keep Proplend informed of all matters relating to each such registration.

12.3 Maintenance of Intellectual Property

The Borrower shall not permit any Intellectual Property to be abandoned, cancelled or to lapse.

13. POWERS OF PROPLEND

13.1 Power to remedy

- (a) Proplend shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Borrower of any of its obligations contained in this deed.
- (b) The Borrower irrevocably authorises Proplend and its agents to do all things that are necessary or desirable for that purpose.
- (c) Any monies expended by Proplend in remedying a breach by the Borrower of its obligations contained in this deed shall be reimbursed by the Borrower to Proplend on a full indemnity basis and shall carry interest in accordance with clause 20.1.

13.2 Exercise of rights

The rights of Proplend under clause 13.1 are without prejudice to any other rights of Proplend under this deed. The exercise of any rights of Proplend under this deed shall not make Proplend liable to account as a mortgagee in possession.

13.3 Power to dispose of chattels

- (a) At any time after the security constituted by this deed has become enforceable, Proplend or any Receiver may, as agent for the Borrower, dispose of any chattels or produce found on any Property.
- (b) Without prejudice to any obligation to account for the proceeds of any disposal made under clause 13.3(a), the Borrower shall indemnify Proplend and any Receiver against any liability arising from any disposal made under clause 13.3(a).

13.4 Proplend has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this deed on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by Proplend in relation to any of the Secured Assets whether or not it has taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

13.5 Conversion of currency

- (a) For the purpose of, or pending the discharge of, any of the Secured Liabilities, Proplend may convert any monies received, recovered or realised by it under this deed (including the proceeds of any previous conversion under this clause 13.5) from their existing currencies of denomination into any other currencies of denomination that Proplend may think fit.
- (b) Any such conversion shall be effected at Barclays Bank PLC's then prevailing spot selling rate of exchange for such other currency against the existing currency.
- (c) Each reference in this clause 13.5 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

13.6 New accounts

- (a) If Proplend receives, or is deemed to have received, notice of any subsequent Security Interest, or other interest, affecting all or part of the Secured Assets, Proplend may open a new account for the Borrower in Proplend's books. Without prejudice to Proplend's right to combine accounts, no money paid to the credit of the Borrower in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.
- (b) If Proplend does not open a new account immediately on receipt of the notice, or deemed notice, under clause 13.6(a), then, unless Proplend gives express written notice to the contrary to the Borrower, all payments made by the Borrower to Proplend shall be treated as having been credited to a new account of the Borrower and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by Proplend.

13.7 Proplend's set-off rights

If Proplend has more than one account for the Borrower in its books, Proplend may at any time after:

- (a) the security constituted by this deed has become enforceable; or
- (b) Proplend has received, or is deemed to have received, notice of any subsequent Security Interest or other interest affecting all or any part of the Secured Assets,

transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account that may be in debit. After making any such transfer, Proplend shall notify the Borrower of that transfer.

13.8 Indulgence

Proplend may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this deed (whether or not any such person is jointly liable with the Borrower) in respect of any of the Secured Liabilities, or of any other security for them without prejudice either to this deed or to the liability of the Borrower for the Secured Liabilities.

13.9 Appointment of an Administrator

- (a) Proplend may, without notice to the Borrower, appoint any one or more persons to be an Administrator of the Borrower pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this deed becomes enforceable.
- (b) Any appointment under this clause 13.9 shall:
 - (i) be in writing signed by a duly authorised signatory of Proplend; and
 - (ii) take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.
- (c) Proplend may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this clause 13.9 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

14. WHEN SECURITY BECOMES ENFORCEABLE

14.1 Security becomes enforceable on Event of Default

The security constituted by this deed shall be immediately enforceable if an Event of Default occurs.

14.2 Discretion

After the security constituted by this deed has become enforceable, Proplend may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Secured Assets.

15. ENFORCEMENT OF SECURITY

15.1 Enforcement powers

- (a) The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall, as between Proplend and a purchaser from Proplend, arise on and be exercisable at any time after the execution of this deed, but Proplend shall not exercise such power of sale or other powers until the security constituted by this deed has become enforceable under clause 14.1.
- (b) Section 103 of the LPA 1925 does not apply to the security constituted by this deed.

15.2 Extension of statutory powers of leasing

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise Proplend and any Receiver, at any time after the security constituted by this deed has become enforceable, whether in its own name or in that of the Borrower, to:

- (a) grant a lease or agreement to lease; or
- (b) accept surrenders of leases; or
- (c) grant any option of the whole or any part of the Secured Assets with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Borrower, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as Proplend or Receiver thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

15.3 Access on enforcement

- (a) At any time after Proplend has demanded payment of the Secured Liabilities or if the Borrower defaults in the performance of its obligations under this deed or the Members' Agreement, the Borrower will allow Proplend or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Secured Asset and for that purpose to enter on any premises where a Secured Asset is situated (or where Proplend or a Receiver reasonably believes a Secured Asset to be situated) without incurring any liability to the Borrower for, or by any reason of, that entry.
- (b) At all times, the Borrower must use its best endeavours to allow Proplend or its Receiver access to any premises for the purpose of clause 15.3(a) (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.

15.4 Prior Security Interests

At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security Interest having priority to this deed shall have become exercisable, Proplend may:

- (a) redeem that or any other prior Security Interest;
- (b) procure the transfer of that Security Interest to it; and
- (c) settle and pass any account of the holder of any prior Security Interest.

The settlement of any such account shall be, in the absence of any manifest error, conclusive and binding on the Borrower. All monies paid by Proplend to an encumbrancer in settlement of such an account shall be, as from its payment by Proplend, due from the Borrower to Proplend and shall bear interest at the default rate of interest specified in the Loan Contracts and be secured as part of the Secured Liabilities.

15.5 Protection of third parties

No purchaser, mortgagee or other person dealing with Proplend, any Receiver or any Delegate shall be concerned to enquire:

- (a) whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged; or
- (b) whether any power Proplend, a Receiver or a Delegate is purporting to exercise has become exercisable or is properly exercisable; or
- (c) how any money paid to Proplend, any Receiver or any Delegate is to be applied.

15.6 Privileges

Each Receiver and Proplend is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

15.7 No liability as mortgagee in possession

Neither Proplend, nor any Receiver, nor any Delegate, nor any Administrator, shall be liable to account as mortgagee in possession in respect of all or any of the Secured Assets, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Secured Assets for which a mortgagee in possession might be liable as such.

15.8 Conclusive discharge to purchasers

The receipt of Proplend or any Receiver or any Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any acquisition in the exercise of their respective powers, Proplend, every Receiver and every Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

15.9 Right of appropriation

- (a) To the extent that:
 - (i) the Secured Assets constitute Financial Collateral; and
 - (ii) this deed and the obligations of the Borrower under it constitute a Security Financial Collateral Arrangement,

Proplend shall have the right, at any time after the security constituted by this deed has become enforceable, to appropriate all or any of those Secured Assets in or towards the payment or discharge of the Secured Liabilities in any order that Proplend may, in its absolute discretion, determine.

- (b) The value of any Secured Assets appropriated in accordance with this clause shall be the price of those Secured Assets at the time the right of

appropriation is exercised as listed on any recognised market index, or determined by any other method that Proplend may select (including independent valuation).

- (c) The Borrower agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

16. RECEIVER

16.1 Appointment

At any time after the security constituted by this deed has become enforceable, or at the request of the Borrower, Proplend may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Secured Assets.

16.2 Removal

Proplend may, without further notice (subject to section 45 of the Insolvency Act 1986), from time to time, by way of deed, or otherwise in writing, 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.

16.3 Remuneration

Proplend may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925, and the remuneration of the Receiver shall be a debt secured by this deed, which shall be due and payable immediately on its being paid by Proplend.

16.4 Power of appointment additional to statutory powers

The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of Proplend under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

16.5 Power of appointment exercisable despite prior appointments

The power to appoint a Receiver (whether conferred by this deed or by statute) shall be, and remain, exercisable by Proplend despite any prior appointment in respect of all or any part of the Secured Assets.

16.6 Agent of the Borrower

Any Receiver appointed by Proplend under this deed shall be the agent of the Borrower and the Borrower shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Borrower goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of Proplend.

17. POWERS OF RECEIVER

17.1 General

- (a) Any Receiver appointed by Proplend under this deed shall, in addition to the powers conferred on him by statute, have the powers set out in clause 17.2 to clause 17.23.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.
- (c) Any exercise by a Receiver of any of the powers given by this clause 17 may be on behalf of the Borrower, the directors of the Borrower (in the case of the power contained in clause 17.16) or himself.

17.2 Repair and develop Properties

A Receiver may undertake or complete any works of repair, building or development on all or any of the Properties and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

17.3 Surrender leases

A Receiver may grant, or accept surrenders of, any leases or tenancies affecting any Property and may grant any other interest or right over any Property on any terms, and subject to any conditions, that he thinks fit.

17.4 Employ personnel and advisors

A Receiver may provide services and employ, or engage any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that he thinks fit. A Receiver may discharge any such person or any such person appointed by the Borrower.

17.5 Make VAT elections

A Receiver may make, exercise or revoke any value added tax option to tax as he thinks fit.

17.6 Remuneration

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) that Proplend may prescribe or agree with him.

17.7 Realise Secured Assets

A Receiver may collect and get in the Secured Assets or any part of them in respect of which he is appointed, and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Secured Assets with like rights.

17.8 Manage or reconstruct the Borrower's business

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Borrower.

17.9 Dispose of Secured Assets

A Receiver may sell, exchange, convert into money and realise all or any of the Secured Assets in respect of which he is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as he thinks fit. Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Secured Assets to be sold.

17.10 Sever fixtures and fittings

A Receiver may sever and sell separately any fixtures or fittings from any Property without the consent of the Borrower.

17.11 Sell Book Debts

A Receiver may sell and assign all or any of the Book Debts in respect of which he is appointed in any manner, and generally on any terms and conditions, that he thinks fit.

17.12 Valid receipts

A Receiver may give valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Secured Assets.

17.13 Make settlements

A Receiver may make any arrangement, settlement or compromise between the Borrower and any other person that he may think expedient.

17.14 Bring proceedings

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Secured Assets as he thinks fit.

17.15 Improve the Equipment

A Receiver may make substitutions of, or improvements to, the Equipment as he may think expedient.

17.16 Make calls on Borrower members

A Receiver may make calls conditionally or unconditionally on the members of the Borrower in respect of uncalled capital with (for that purpose and for the purpose of enforcing payments of any calls so made) the same powers as are conferred by the articles of association of the Borrower on its directors in respect of calls authorised to be made by them.

17.17 Insure

A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause 20, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Borrower under this deed.

17.18 Powers under the LPA 1925

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925, and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.

17.19 Borrow

A Receiver may, for any of the purposes authorised by this clause 17, raise money by borrowing from any other person either unsecured or on the security of all or any of the Secured Assets in respect of which he is appointed on any terms that he thinks fit (including, if Proplend consents in advance in writing, terms under which that security ranks in priority to this deed).

17.20 Redeem prior Security Interests

A Receiver may redeem any prior Security Interest and settle and pass the accounts to which the Security Interest relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Borrower, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

17.21 Delegation

A Receiver may delegate his powers in accordance with this deed.

17.22 Absolute beneficial owner

A Receiver may, in relation to any of the Secured Assets, exercise all powers, authorisations and rights he would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Secured Assets or any part of the Secured Assets.

17.23 Incidental powers

A Receiver may do any other acts and things:

- (a) that he may consider desirable or necessary for realising any of the Secured Assets;
- (b) that he may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law; and
- (c) that he lawfully may or can do as agent for the Borrower.

18. DELEGATION

18.1 Delegation

Proplend or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this deed (including the power of attorney granted under clause 22.1).

18.2 Terms

Proplend and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

18.3 Liability

Neither Proplend nor any Receiver shall be in any way liable or responsible to the Borrower for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

19. APPLICATION OF PROCEEDS

19.1 Order of application of proceeds

All monies received by Proplend, a Receiver or a Delegate pursuant to this deed, after the security constituted by this deed has become enforceable, shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority:

- (a) in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of Proplend (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this deed, and of all remuneration due to any Receiver under or in connection with this deed;
- (b) in or towards payment of or provision for the Secured Liabilities in any order and manner that Proplend determines; and
- (c) in payment of the surplus (if any) to the Borrower or other person entitled to it.

19.2 Appropriation

Neither Proplend, nor any Receiver, nor any Delegate, shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

19.3 Suspense account

All monies received by Proplend, a Receiver or a Delegate under this deed:

- (a) may, at the discretion of Proplend, the Receiver or the Delegate, be credited to any suspense or securities realised account;
- (b) shall bear interest, if any, at the rate agreed in writing between Proplend and the Borrower; and
- (c) may be held in that account for so long as Proplend, the Receiver or the Delegate thinks fit.

20. COSTS AND INDEMNITY

20.1 Costs

The Borrower shall pay to, or reimburse, Proplend and any Receiver on demand, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by Proplend, any Receiver or any Delegate in connection with:

- (a) this deed or the Secured Assets;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of Proplend's, a Receiver's or a Delegate's rights under this deed; and
- (c) taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding up or administration of the Borrower) at the rate and in the manner specified in the Loan Contracts.

20.2 Indemnity

The Borrower shall indemnify Proplend, each Receiver and each Delegate, and their respective employees and agents, on a full indemnity basis against any cost, charge, expense, tax, loss, liability or damage incurred by any of them as a result of:

- (a) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Secured Assets; and/or
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; and/or
- (c) any default or delay by the Borrower in performing any of its obligations under this deed.

Any past or present employee or agent may enforce the terms of this clause 20.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

21. FURTHER ASSURANCE

21.1 Further assurance

The Borrower shall, at its own expense, take whatever action Proplend or any Receiver may require for:

- (a) creating, perfecting or protecting the security intended to be created by this deed; or
- (b) facilitating the realisation of any Secured Asset; or
- (c) facilitating the exercise of any right, power, authority or discretion exercisable by Proplend or any Receiver in respect of any Secured Asset,

including, without limitation (if Proplend or any Receiver thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Secured Assets (whether to Proplend or to its nominee) and the giving of any notice, order or direction and the making of any registration.

22. POWER OF ATTORNEY

22.1 Appointment of attorneys

By way of security, the Borrower irrevocably appoints Proplend, every Receiver and every Delegate separately to be the attorney of the Borrower and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

- (a) the Borrower is required to execute and do under this deed; or
- (b) any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on Proplend, any Receiver or any Delegate.

22.2 Ratification of acts of attorneys

The Borrower ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 22.1.

23. RELEASE

Subject to clause 25.3, on the expiry of the Security Period (but not otherwise), Proplend shall, at the request and cost of the Borrower, take whatever action is necessary to:

- (a) release the Secured Assets from the security constituted by this deed; and
- (b) reassign the Secured Assets to the Borrower.

24. ASSIGNMENT AND TRANSFER

24.1 Assignment by Proplend

- (a) At any time, without the consent of the Borrower, Proplend may assign or transfer the whole or any part of Proplend's rights and/or obligations under this deed to any person.
- (b) Proplend may disclose to any actual or proposed assignee or transferee any information about the Borrower, the Secured Assets and this deed that Proplend considers appropriate.

24.2 Assignment by Borrower

The Borrower may not assign any of its rights, or transfer any of its obligations, under this deed, or enter into any transaction that would result in any of those rights or obligations passing to another person.

25. FURTHER PROVISIONS

25.1 Independent security

This deed shall be in addition to, and independent of, any other security or guarantee that Proplend may hold for any of the Secured Liabilities at any time. No prior security held by Proplend over the whole or any part of the Secured Assets shall merge in the security created by this deed.

25.2 Continuing security

This deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until Proplend discharges this deed in writing.

25.3 Discharge conditional

Any release, discharge or settlement between the Borrower and Proplend shall be deemed conditional on no payment or security received by Proplend in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

- (a) Proplend or its nominee may retain this deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that Proplend deems

necessary to provide Proplend with security against any such avoidance, reduction or order for refund; and

- (b) Proplend may recover the value or amount of such security or payment from the Borrower subsequently as if the release, discharge or settlement had not occurred.

25.4 Certificates

A certificate or determination by Proplend as to any amount for the time being due to it from the Borrower shall be, in the absence of any manifest error, conclusive evidence of the amount due.

25.5 Rights cumulative

The rights and remedies of Proplend conferred by this deed are cumulative, may be exercised as often as Proplend considers appropriate, and are in addition to its rights and remedies under the general law.

25.6 Variations and waivers

Any waiver or variation of any right or remedy by Proplend (whether arising under this deed or under the general law), or any consent given under this deed, is only be effective if it is in writing and signed by the waiving, varying or consenting party, and applies only in the circumstances for which it was given, and shall not prevent the party giving it from subsequently relying on the relevant provision.

25.7 Further exercise of rights

No act or course of conduct or negotiation by, or on behalf of, Proplend shall, in any way, preclude Proplend from exercising any right or remedy under this deed or constitute a suspension or variation of any such right or remedy.

25.8 Delay

No delay or failure to exercise any right or remedy under this deed shall operate as a waiver of that right or remedy or constitute an election to affirm this deed. No election to affirm this deed on the part of Proplend shall be effective unless it is in writing.

25.9 Single or partial exercise

No single or partial exercise of any right or remedy under this deed shall prevent any further or other exercise of that right or remedy, or the exercise of any other right or remedy under this deed.

25.10 Consolidation

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this deed.

25.11 Partial invalidity

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this deed under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.

25.12 Counterparts

This deed may be executed and delivered in any number of counterparts, each of which is an original and which, together, have the same effect as if each party had signed the same document.

25.13 Consent

Wherever this deed states that the Borrower must not take a particular step or action without the consent of Proplend, Proplend shall have the absolute, unfettered discretion whether to give its consent and can impose any conditions it may require on any such consent it gives.

25.14 Proplend's receipts

Proplend's obligation to account (whether to all or any of the Lenders, the Borrower or to any other person) shall be limited to Proplend's own actual receipts, which Proplend must distribute or pay to the person entitled (or who Proplend believes to be entitled) in accordance with the requirements of this deed.

25.15 Liability

Neither Proplend, nor any Receiver nor any Delegate will be liable to the Borrower for any expense, loss liability or damage incurred by the Borrower arising out of the exercise of all or any of their respective rights or powers or any attempt or failure to exercise those rights or powers. The Borrower may not take any proceedings against any officer, employee or agent of either Proplend or of any Receiver or of any Delegate in respect of any claim it might have against Proplend or any Receiver or any Delegate or in respect of any act or omission of any kind by that officer, employee or agent in relation to this deed. Any officer, employee or agent of Proplend or of any Receiver or of any Delegate may rely on this clause 25.15 under the Contracts (Rights of Third Parties) Act 1999.

26. NOTICES

26.1 Service

Each notice or other communication required to be given under, or in connection with, this deed shall be:

- (a) in writing, delivered personally or sent by pre-paid first-class letter or fax; and
- (b) sent:
 - (i) to the Borrower at:

The Grange, 1 Church Way, Ecton, Northampton, NN6 0QE

Attention: The Director
 - (ii) to Proplend at:

20–22 Wenlock Road, London N1 7GU

Attention: Finance Director

or to any other address or fax number as is notified in writing by one party to the other from time to time.

26.2 Receipt by Borrower

Any notice or other communication that Proplend gives shall be deemed to have been received:

- (a) if sent by fax, when received in legible form;
- (b) if given by hand, at the time of actual delivery; and
- (c) if posted, on the second Business Day after the day it was sent by pre-paid first-class post.

A notice or other communication given as described in clause 26.2(a) or clause 26.2(b) on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

26.3 Receipt by Proplend

Any notice or other communication given to Proplend shall be deemed to have been received only on actual receipt by Proplend.

27. GOVERNING LAW AND JURISDICTION

27.1 Governing law

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

27.2 Jurisdiction

The parties to this deed irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of Proplend to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of that other jurisdiction.

27.3 Other service

The Borrower irrevocably consents to any process in any proceedings under clause 27.2 being served on it in accordance with the provisions of this deed relating to service of notices. Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 Property

Part 1. Registered Property

All that freehold property known as land on the North West side of the Junction of Stone Circle Road and North Portway Close, Northampton (also known as 1 North Portway Close, Round Spinney, Northampton NN3 8RD) as the same is registered with Title Absolute at the Land Registry with Title Number NN74620.

Part 2. Unregistered Property

Part 3. Excluded Property

Schedule 2 Relevant Agreements

Type of contract:

Date:

Parties:

Type of contract:

Date:

Parties:

Schedule 3 Permitted Security Interest(s)

Executed as a deed by **AE 84 LTD.** acting by a
director, in the presence of:

.....

Director

.....

Signature of witness:

Name of witness:

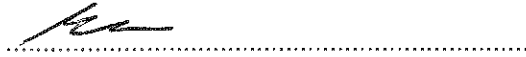
Address of witness:

Occupation of witness:

Executed as a deed by Alexander Cheele as attorney for **PROPLEND SECURITY LIMITED** under a Power of Attorney dated 30 June 2022 in the presence of:-



Alexander Cheele



Signature of witness **AWA PESTANOVA**

Name of witness:

Address of witness: **Paris Smith LLP
Number 1 London Road
Southampton SO15 2AE**

Occupation of witness: **TRAINEE SOLICITOR**

