



Registration of a Charge

Company Name: **NUMARQE CAPITAL LIMITED**

Company Number: **13726764**



XBUHQ4RF

Received for filing in Electronic Format on the: **04/01/2023**

Details of Charge

Date of creation: **30/12/2022**

Charge code: **1372 6764 0001**

Persons entitled: **AVELLINIA CAPITAL LIMITED AS SECURITY AGENT**

Brief description:

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

Certified by: **LYDIA ASPINALL, TLT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13726764

Charge code: 1372 6764 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th December 2022 and created by NUMARQE CAPITAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th January 2023 .

Given at Companies House, Cardiff on 5th January 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**

Dated 30 December 2022

NUMARQE CAPITAL LIMITED

as Borrower

and

AVELLINIA CAPITAL LIMITED

as Security Agent

CHARGE AND ASSIGNMENT

TABLE OF CONTENTS

1	DEFINITIONS AND INTERPRETATION	1
2	COVENANT TO PAY SECURED LIABILITIES	2
3	SECURITY	2
4	CONTINUING SECURITY	6
5	RELEASE OF CHARGED PROPERTY	6
6	DEALINGS WITH CHARGED PROPERTY AND PAYMENT OF EXPENSES ON FACILITY CLOSING DATE.....	7
7	GENERAL COVENANTS.....	8
8	ADDITIONAL CHARGED PROPERTY.....	9
9	POWERS OF ENFORCEMENT	9
10	APPLICATION OF PROCEEDS.....	12
11	PROTECTION OF THE SECURITY AGENT AND RECEIVER	12
14	INDEMNITY	19
15	PAYMENTS	20
16	PERFECTION OF SECURITY	20
17	FURTHER ASSURANCES	21
18	POWER OF ATTORNEY	21
19	OTHER SECURITY , ETC.	22
20	AVOIDANCE OF PAYMENTS	22
21	EVIDENCE OF INDEBTEDNESS.....	23
22	GOVERNING LAW AND JURISDICTION	23
	SCHEDULE 1 FORM OF NOTICE OF CHARGE	25

THIS CHARGE AND ASSIGNMENT (this “DEED”) is made on 30 December 2022

BETWEEN

(1) NUMARQE CAPITAL LIMITED, a private limited liability company incorporated under the laws of England and Wales, with registered number 13726764 with its registered office at 47 Red Lion Street, London WC1R 4PF, United Kingdom,, as borrower (the **“Borrower”**); and

(2) AVELLINIA CAPITAL LIMITED, a private company with limited liability incorporated under the laws of England and Wales whose company registration number is 11065132, with its registered office at 71-75 Shelton Street, London WC2H 9JQ, United Kingdom, in its capacity as Security Agent for the Secured **Parties (the “Security Agent”)**,

collectively referred to as the “Parties” (or, individually, a “Party”).

WHEREAS

(A) The Borrower originates Loan Assets according to the Numarqe Policies.

(B) Such Loan Assets by the Borrower are funded, in part, by the advance of Senior Loans pursuant to the Senior Facility Agreement and in part by the advance of Subordinated Loans pursuant to the Subordinated Facility Agreement.

(C) The Borrower has granted security in favour of the Security Agent over all its assets including the Loan Assets in order to secure, among other obligations, its obligations to the Secured Parties under the Senior Facility Agreement and the other Transaction Documents.

(D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may execute this document under hand.

IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Except where the context otherwise requires or except as otherwise defined in this Deed, terms defined in clause 1 (*Definitions*) of the senior facility agreement entered into between, among others, the Borrower and the Senior Lender, dated on or **about the date of this Deed (the “Senior Facility Agreement”)** shall have the same meanings where used in this Deed.

1.2 Interpretation and Common Terms

Clause 2 (*Principles of Interpretation and Construction*) and clause 23 (*Common Terms*) of the Senior Facility Agreement shall apply to this Deed as if set out in full again here, with such changes as are appropriate to fit this context.

1.3 Additional definitions in this Deed:

“Affected Property” has the meaning given to it in Clause 3.5 (*Trust*).

“Charged Property” means all the assets and undertakings of the Borrower which from time to time are subject of the Security created or expressed to be created in favour of the Security Agent by or pursuant to this Deed;

“Notice of Charge” means the notice of charge in substantially the same form as set out in Schedule 1 (*Form of Notice of Charge*).

“Trust Property” has the meaning given to it in Clause 3.5 (*Trust*).

2 COVENANT TO PAY SECURED LIABILITIES

The Borrower covenants with and undertakes to the Security Agent (for the benefit of the Security Agent and the other Secured Parties) that it will duly and punctually pay and discharge without deduction, set-off or counterclaim all Secured Liabilities in the manner provided for in the Transaction Documents.

3 SECURITY

3.1 Assignments

The Borrower, with full title guarantee and as continuing security for the payment and discharge of the Secured Liabilities, by way of first fixed security, hereby assigns to and in favour of the Security Agent, all of its rights, title, interest and benefit, existing now or in the future, in, to, under or in respect of:

- (a) the Transaction Documents;
- (b) all Loan Assets;
- (c) all Loan Asset Documentation; and
- (d) any other agreement, instrument or notice to which the Borrower is or becomes a party or in respect of which it has or may have any right, interest, title or benefit, either existing now or at any time in the future (the **“Other Secured Contractual Rights”**),

including without limitation:

- (i) the benefit of all representations, warranties, covenants, undertakings and indemnities under or in respect of each Transaction Document, each Loan Asset, all Loan Asset Documentation and each Other Secured Contractual Right;

(ii) all of its rights to receive payment of any amounts which may become payable in connection with the Senior Facility Agreement, each Transaction Document, each Loan Asset, all Loan Asset Documentation and each Other Secured Contractual Right;

(iii) all payments received by it in connection with the Senior Facility Agreement, each Transaction Document, each Loan Asset, all Loan Asset Documentation and each Other Secured Contractual Right;

(iv) all of its rights to serve notices and/or make demands and/or to take such steps as are required to cause payments to become due and payable with respect to, the Senior Facility Agreement, each Transaction Document, each Loan Asset, all Loan Asset Documentation and each Other Secured Contractual Right;

(v) all of its rights of action in respect of any breach of the terms of or default in respect of the Senior Facility Agreement, each Transaction Document, each Loan Asset, all Loan Asset Documentation and each Other Secured Contractual Right; and

(vi) all of its rights to receive damages, compensation or obtain other relief in respect of, including in respect of any breach the terms of or default in respect of each Transaction Document, each Loan Asset, all Loan Asset Documentation and each Other Secured Contractual Right.

3.2 Fixed Charges

The Borrower, with full title guarantee and as continuing security for the payment and discharge of the Secured Liabilities, hereby charges in favour of the Security Agent by way of first fixed charge, to the extent not effectively assigned pursuant to Clause 3.1 (*Assignments*) above, all of its rights, title, interest and benefit, existing now or in the future, in, to, under or in respect of:

- (a) the Transaction Documents;
- (b) all Loan Assets;
- (c) all Loan Asset Documentation; and
- (d) any Other Secured Contractual Rights.

3.3 Accounts

The Borrower, with full title guarantee and as continuing security for the payment and discharge of the Secured Liabilities, hereby charges in favour of the Security Agent by way of first fixed charge, all of its rights, title, interest and benefit, existing now or in the future, in, to, under or in respect of the Collateral Accounts and the Collection Accounts and all sums of moneys which may now be or hereafter are from time to time standing to the credit of the Collateral Accounts, the Collection Accounts and/or any bank account or book debt in which the Borrower may at any time acquire any right, title, interest or benefit and each debt

represented by these, including all interest accrued and other moneys received in respect thereof.

3.4 Floating Charge

(a) The Borrower, with full title guarantee and as continuing security for the payment and discharge of the Secured Liabilities, hereby charges to and in favour of the Security Agent, by way of first floating charge, all of its right, title, interest and benefit, existing now or in the future, in, to or under or in respect of the whole of its undertaking and all of its property and assets whatsoever and wheresoever situated, present and future, other than any property or assets from time to time or for the time being effectively charged by way of fixed charge, or otherwise assigned as security, by this Clause 3 (*Security*).

(b) The floating charge created by this Clause 3.4 is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

(c) The Security Agent may at any time by notice in writing to the Borrower (with a copy to the other Senior Lenders, the Subordinated Lender and the Servicer (at the address specified in clause 23.1 (*Notices*) of the Senior Facility Agreement)) convert the floating charge created by this Clause 3.4 into a fixed charge with immediate effect as regards any Charged Property specified in the notice if:

- (i) an Event of Default occurs and is continuing;
- (ii) the Security Agent reasonably considers that any Charged Property may be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy; or
- (iii) the Security Agent reasonably considers that it is desirable to protect the priority of the Security.

(d) The floating charge created by this Clause 3.4 will automatically (without notice to the Borrower) convert into a fixed charge with immediate effect as regards all of the undertaking, property and assets of the Borrower subject to such floating charge if:

- (i) an Enforcement Notice has been delivered in accordance with the Senior Facility Agreement;
- (ii) any person levies or attempts to levy any distress, execution, sequestration or other process against any Charged Property; or
- (iii) any Secured Party receives notice of a proposal or intention to wind- up or appoint an administrator, receiver, security agent, custodian, conservator, liquidator, examiner or other similar official administrator in relation to the Borrower or in relation to whole or any substantial part of the undertaking or assets of the Borrower.

(e) Nothing in this Clause 3.4 shall affect the crystallisation of the floating charge created by the Borrower under applicable law and regulation.

(f) If the floating charge created by this Clause 3.4 has been converted into a fixed charge in respect of any Charged Property pursuant to paragraph (c) above and the circumstances entitling it to effect that conversion have ceased to apply, then provided the Security has not become enforceable the Security Agent shall promptly by notice in writing to the Borrower, the other Senior Lenders, the Subordinated Lender and the Servicer de-crystallise the fixed charge over such Charged Property so they shall once again be subject to a floating charge only.

3.5 Trust

If, for any reason, the purported assignment by way of security of, and/or the grant of first fixed or floating charge over, the property, assets, rights and/or benefits described in this Clause 3 (*Security*) is found to be ineffective in respect of any such property, assets, rights and/or **benefits (together, the “Affected Property”)**, the Borrower shall, as continuing security for the payment and discharge of the Secured Liabilities, hold the benefit of the Affected Property and any sums received in respect thereof or any security interest, guarantee or indemnity or undertaking of whatever nature given to secure such Affected Property (together, the **“Trust Property”**) **on trust for the** benefit of the Security Agent and shall:

- (a) account to the Security Agent for the benefit of the Secured Parties for or otherwise apply all sums received in respect of such Trust Property as the Security Agent may direct (provided that, subject to the Senior Facility Agreement, if no Event of Default has occurred and is continuing, the Borrower shall be entitled to apply the benefit of such Trust Property and such sums in respect of such Trust Property received by it and held on trust under this Clause 3.5 without prior direction from the Security Agent);
- (b) exercise any rights it may have in respect of the Trust Property at the direction of the Security Agent; and
- (c) at its own cost take such action and execute such documents as the Security Agent may reasonably require.

3.6 Full Title Guarantee/Beneficial Owner

Each of the dispositions of or charges over assets effected in or pursuant to Clauses 3.1 (*Assignments*) to 3.4 above (*Floating Charge*) (inclusive) is made with full title guarantee and as beneficial owner.

4 CONTINUING SECURITY

- (a) The Security shall be a continuing security and shall not be satisfied by any intermediate payment or satisfaction of any part of the Secured Liabilities, but shall secure the ultimate balance of the Secured Liabilities.
- (b) The Security shall be in addition to and shall not be affected by any other continuing liens or other Security now or hereafter held by the Secured Parties in respect of all or any part of the Secured Liabilities .
- (c) The liabilities and obligations of the Borrower under this Deed shall remain in force notwithstanding any act, omission, neglect, event or matter whatsoever by any person, except

the proper and valid payment and discharge of all Secured Liabilities and the foregoing shall apply in relation to anything which would have discharged the Borrower (wholly or in part) or which would have afforded the Borrower any legal or equitable defence, and in relation to any winding up or dissolution of, or any change in constitution or corporate identity or loss of corporate identity in respect of, the Borrower or any other person.

5 RELEASE OF CHARGED PROPERTY

(a) Following confirmation by the Security Agent of the payment and discharge in full of the Borrower's **Secured** Liabilities on the Final Payout Date, and further in accordance with Clause 6.1 (*Dealings with Charged Property*) the Security Agent shall release and discharge the Charged Property and all books and records relating thereto unto the Borrower (or as the Borrower may direct).

(b) Any such discharge or release referred to in this Clause 5 (*Release of Charged Property*) shall be deemed to be made subject to the condition that it will be void if any payment or security which any Secured Party may previously have received or may thereafter receive from any person in respect of the Secured Liabilities is set aside under any applicable law or proves to have become or been for any reason invalid.

(c) Upon the disposal of any of the Charged Property in accordance with this Deed and provided that the proceeds of such disposal (if any) are paid into the Collateral Accounts, such Charged Property will be deemed to be released and discharged from the Security.

(d) If a disposal of any asset subject to Security created by the Charge and Assignment is made in the following circumstances:

- (i) the disposal is expressly permitted by the terms of a Transaction Document;
- (ii) the Majority Senior Lenders agree to the disposal;
- (iii) the disposal is being made at the request of the Security Agent in circumstances where any Security created by the Charge and Assignment has become enforceable; or
- (iv) the disposal is being effected by enforcement of the Charge and Assignment,

the Security Agent shall automatically release the asset(s) being disposed of, and each Finance Party shall enter into any document and do all such other things which are required (if any) to achieve that release, provided that any disposal of the Portfolio entered into to effect a refinancing of the Portfolio pursuant to clause 8.2 (*Voluntary prepayment*) of the Senior Facilities Agreement shall be subject to the payment of the Voluntary Prepayment Amount. Each other Finance Party irrevocably authorises the Security Agent to enter into any such document. Any release will not affect the obligations of the Borrower under the Transaction Documents.

6 DEALINGS WITH CHARGED PROPERTY AND PAYMENT OF EXPENSES ON FACILITY CLOSING DATE

6.1 Dealings with Charged Property

Notwithstanding the Security created by or pursuant to Clause 3 (*Security*), but prior to the Security having become enforceable, the Borrower shall be entitled to, and authorise and direct the Servicer to, withdraw, sell, transfer, assign or terminate the Charged Property as required by and in accordance with the provisions of the Transaction Documents. The Borrower shall not agree to any modification of or amendment to any Transaction Document unless the prior written consent of the Security Agent has been obtained.

6.2 Payment in accordance with Priorities of Payment

Notwithstanding the Security created by or pursuant to Clause 3 (*Security*), but prior to the Security having become enforceable and the Security Agent having taken steps to enforce the Security, the Borrower shall be entitled to, and to authorise and direct the Servicer to, pay any amounts out of the Charged Property subject to and in accordance with the applicable Priority of Payment.

6.3 Payment of expenses on the Facility Closing Date

Notwithstanding the Security created by or pursuant to Clause 3 (*Security*), on the Facility Closing Date, as required or permitted by the Senior Facility Agreement, the Borrower shall be entitled to pay the Administrative Expenses that are then due and payable out of the Charged Property.

7 GENERAL COVENANTS

7.1 Covenants

Until the Final Payout Date, the Borrower covenants with the Security Agent for the benefit of the Secured Parties as follows:

- (a) not to create, attempt to create or permit to exist any Security (other than the Transaction Security created pursuant to this Deed) or any right of set-off in, over or affecting any of the Charged Property (other than in accordance with the terms of the Transaction Documents);
- (b) not to withdraw, sell, factor, discount, lend, transfer, assign or otherwise dispose of any of the Charged Property or agree to do any of the foregoing (otherwise than pursuant to or permitted by the Transaction Documents or with the prior written consent of the Security Agent;
- (c) not to take or omit to take any action which act or omission could reasonably be expected to materially adversely affect or diminish the value of any of the Charged Property;
- (d) ensure that there are no moneys or liabilities outstanding in respect of any of the Charged Property other than as permitted by this Deed and/or any other Transaction Document or, in the case of any Loan Asset, in accordance with the relevant Loan Asset Documentation;
- (e) take all action within its power to procure, maintain in effect and comply with all the terms and conditions of all approvals, authorisations, consents and registrations affecting the Charged Property or the Borrower's business and which omission could have a Material Adverse Effect; and

(f) ensure that the Security will at all times be a legally valid and binding first ranking fixed charge or, as the case may be, floating charge over the Charged Property ranking in priority to the interests of any other creditor of the Borrower;

(g) take, or procure there are taken, all actions necessary to register the charge created by this Deed including making the MR01 filing.

7.2 Notice of Default or Event of Default

The Borrower shall promptly give notice in writing to the Senior Lenders, the Subordinated Lender and the Servicer of the occurrence of any Default or Event of Default of which it becomes aware.

8 ADDITIONAL CHARGED PROPERTY

If at any time while the Transaction Security is subsisting the Borrower acquires any further Loan Assets, Loan Asset Documentation, cash or other property, such Loan Assets, Loan Asset Documentation, cash or other property shall, to the extent permitted by law, immediately become subject to the Security created by this Deed for all purposes and become subject to the terms of this Deed.

9 POWERS OF ENFORCEMENT

9.1 Amounts due

(a) The Security shall become immediately enforceable and the power of sale and other powers conferred by section 101 of the Law of Property Act 1925 (the “**1925 Act**”), as varied or amended by this Deed, shall be immediately exercisable by the Security Agent, upon and at any time after the occurrence of an Event of Default that is continuing.

(b) The powers conferred by section 101 of the 1925 Act, each as varied and extended by this Deed, shall be deemed to have arisen immediately upon execution of this Deed.

(c) At any time after all or part of the Transaction Security becomes enforceable (and so that no delay or waiver of the right to exercise the powers hereby conferred shall prejudice the future exercise of such powers), the Security Agent may, by writing, appoint a Receiver of the Charged Property or the relevant part thereof and remove any Receiver so appointed and appoint another such Receiver in his stead. The following provisions shall have effect in relation thereto:

(i) such appointment may be made either before or after the Security Agent shall have taken possession of the Charged Property or the relevant part thereof;

(ii) such Receiver may be vested by the Security Agent with such powers and discretions as the Security Agent may think expedient and may sell or concur in selling the Charged Property or the relevant part thereof, or assign or release the whole or the relevant part of the Charged Property, in each case without restriction and on such terms and for such consideration (if any) as he may think fit and may carry any such transaction into effect by conveying, transferring and delivering in the name or on behalf of the Borrower or otherwise;

(iii) except as otherwise required by statute, the Security Agent may by writing or by deed remove the Receiver whether or not appointing another in his place and the Security Agent may also appoint another Receiver if the existing Receiver resigns and the Security Agent may apply to court for an order removing a Receiver;

(iv) the exclusion of any part of the Charged Property from the appointment of the Receiver shall not preclude the Security Agent from subsequently extending his appointment (or that of any Receiver replacing him) to that part of the Charged Property or appointing another Receiver over any other part of the Charged Property

(v) the remuneration of the Receiver may be fixed by the Security Agent in good faith and on commercially reasonable terms (and may be or include a commission calculated by reference to the gross amount of all money received or otherwise) and may include remuneration in connection with claims, actions or proceedings made or brought against the Receiver by the Borrower or any other person or the performance or discharge of any obligation imposed upon him by statute or otherwise but subject to the provisions of the Priorities of Payment, but such remuneration shall be payable by the Borrower alone and the amount of such remuneration shall be secured on the Charged Property in accordance with the terms hereof;

(vi) the Receiver shall have, *mutatis mutandis*, the powers, authorities and discretions conferred upon the Security Agent under this Deed, subject to such restrictions as the Security Agent may think fit. Without prejudice to the generality of the foregoing, any Receiver appointed to the whole or substantially the whole of the Charged Property shall have the powers referred to in Schedule 1 to the Insolvency Act 1986, as amended;

(vii) the Security Agent may pay over to such Receiver any moneys constituting part of the Charged Property to the intent that the same may be applied for the purposes of the Charge and Assignment by such Receiver and the Security Agent may from time to time determine what funds the Receiver shall be at liberty to keep in hand with a view to the performance of his duties as such Receiver;

(viii) Sections 109(6) and (8) of the 1925 Act (relating to application of moneys received by a Receiver) shall not apply in relation to a Receiver appointed under the foregoing provisions of this clause;

(ix) none of the restrictions imposed by the 1925 Act in relation to the appointment of Receivers or as to the giving of notice or otherwise shall apply;

(x) the Security Agent may from time to time and at any time require any such Receiver to give security for the due performance of his duties as Receiver and may fix the nature and amount of the security to be so given but the Security Agent shall not be bound in any case to require any such security or be responsible for its adequacy or sufficiency;

(xi) save so far as otherwise directed by the Security Agent or as otherwise required by law, all moneys from time to time received by such Receiver shall be paid over forthwith to the Collateral Accounts or such account as specified by the Security Agent and applied in accordance with the Priorities of Payment;

(xii) every such Receiver shall be agent of the Borrower for all purposes and the Borrower alone shall be responsible for his acts, defaults and misconduct, and the Secured Parties (including the Security Agent) shall not incur any liability thereof or by reason of its or their making or consenting to the appointment of a person as a Receiver. The Receiver shall have no power to take any action in relation to the Charged Property which the Security Agent is not permitted to take or which the Security Agent is prohibited from taking by virtue of the terms of this Deed. If a liquidator of the Borrower shall be appointed, the Receiver shall act as principal and not as agent for the Security Agent; and

(xiii) none of the Secured Parties shall be in any way responsible for any fraud, misconduct, negligence or default or any similar conduct on the part of any such Receiver or any losses or liabilities incurred as a result of the appointment of such Receiver.

9.2 Power of Sale

Section 103 of the 1925 Act shall not apply in relation to this Deed and the statutory power of sale (as extended by this Deed) and all other powers shall be exercisable at any time after the occurrence of an Event of Default that is continuing.

9.3 Law of Property Act 1925

The provisions of the 1925 Act relating to the power of sale and the other powers conferred by section 101(1) and (2) are hereby extended (as if such extensions were contained therein) to authorise the Security Agent or any Receiver in its absolute discretion:

(a) to sell, exchange, convert into money or otherwise dispose of or realise all the Borrower's title to or interest in the Charged Property, and to do so for any shares, debentures or other securities whatsoever, or in consideration of an agreement to pay all or part of the purchase price at a later date or dates, or an agreement to make periodical payments, whether or not the agreement is secured by a Security or a guarantee, or for such other consideration whatsoever as the Security Agent or any Receiver may think fit, and also to grant any option to purchase, and to effect exchanges; and/or

(b) with a view to or in connection with the sale of the Charged Property, to carry out any transaction, scheme or arrangement which the Security Agent or any Receiver may, in its absolute discretion, consider appropriate.

10 APPLICATION OF PROCEEDS

After an Enforcement Notice has been served, all moneys arising from the exercise of the powers of the Security Agent under this Deed shall (except as may be otherwise required by applicable law) be paid in accordance with the Post-Enforcement Priority of Payment.

11 PROTECTION OF THE SECURITY AGENT AND RECEIVER

Neither the Security Agent nor any Receiver shall be liable to the Borrower or the Secured Parties in respect of any loss, liability or damage which arises out of the exercise, the attempted or purported exercise or the failure to exercise any of the Security Agent's or the Receiver's

powers, including by reason of entering into possession of a Loan Asset as mortgagee in possession, other than as a result of, on the part of the Security Agent, gross negligence, fraud or wilful default.

12 [NOT USED]

13 [NOT USED]

14 INDEMNITY

(a) Subject to Clauses 14(b) below, without prejudice to the right of indemnity by law given to trustees and subject to the provisions of section 750 of the Companies Act 2006, the Borrower and the Secured Parties shall indemnify the Security Agent and every Delegate and Receiver and keep it or him indemnified against all Liabilities to which it or he may be or become subject or which may be incurred by it or him in the execution of any of the trusts, powers, authorities and discretions under this Charge and Assignment or any other Transaction Document to which it is a party or its or his functions under any such appointment or in respect of any other matter or thing done or omitted to be done in any way relating directly to this Charge and Assignment or any other Transaction Document, or any such appointment. In particular, and without limitation, the Security Agent and Receiver appointed by the Security Agent hereunder shall be entitled to be indemnified out of the Charged Property in respect of all Liabilities properly and reasonably incurred by them or him in the execution of the trusts hereof or of any powers, authorities or discretions vested in them or him pursuant to this Charge and Assignment and against all Liabilities, actions, proceedings, costs, claims and demands in respect of any matter or things done or omitted in any way relating to the Charged Property, and the Security Agent may retain from any part of any moneys in its hands arising from the trusts of this Charge and Assignment all sums necessary to effect such indemnity and also the remuneration of the Security Agent hereinbefore provided and the Security Agent shall have a lien on the Charged Property for all moneys due and payable to it under this Charge and Assignment.

(b) The Borrower and the Secured Parties shall not be obliged or liable to indemnify the Security Agent, any Delegate or any Receiver pursuant to Clause 14(a) above against any Liability to the extent such Liability arises by **reason of such party's negligence, fraud or wilful default**.

15 PAYMENTS

All sums of whatsoever nature which are payable by the Borrower under this Deed and which are now or at any time hereafter become subject to value added tax or any similar tax shall be deemed to be exclusive of value added tax or any similar tax and the Borrower in addition to such sums will indemnify the Secured Parties from and against all claims and liabilities whatsoever in respect thereof.

16 PERFECTION OF SECURITY

16.1 Notice of Assignment

The Borrower agrees that it shall:

(a) promptly upon a request from the Security Agent (A) at the time when any person becomes a party to an Transaction Document or (B) following the occurrence of an Enforcement Event, deliver a notice of assignment, duly completed, to any party to an Transaction Document which has not previously been notified pursuant to sub-clause (a) above; and

(b) use reasonable endeavours to require that each addressee of a notice of assignment acknowledges that notice of assignment in the form attached to that notice of assignment (or in such other form as the Security Agent, acting reasonably, may approve).

16.2 Collection Accounts

The Borrower shall, if so required by the Security Agent, promptly deliver to each relevant Account Bank a notice of charge substantially in the form as set out in Schedule 1 (*Form of Notice of Charge Collection Account*) hereof and shall use reasonable endeavours to procure that such account bank acknowledges that Notice of Charge in the form attached to that Notice of Charge (or in such form as the Security Agent may approve).

16.3 Collateral Accounts

The Borrower shall, is so required by the Security Agent, promptly deliver to each relevant Account Bank a notice of charge substantially in the form as set out in Schedule 1 (*Form of Notice of Charge Collateral Account*) hereof and shall use reasonable endeavours to procure that such account bank acknowledges that Notice of Charge in the form attached to that Notice of Charge (or in such form as the Security Agent may approve).

17 FURTHER ASSURANCES

The Borrower further covenants with the Security Agent from time to time upon demand to execute, at the Borrower's own cost, any document or do any act or thing which:

(a) the Security Agent may specify with a view to perfecting or improving any charge or security created or intended to be created by this Deed; or

(b) the Security Agent may specify with a view to facilitating the exercise or the proposed exercise of any of its powers.

18 POWER OF ATTORNEY

For the purpose of securing the interest of the Secured Parties in the Charged Property and the performance of the Borrower's obligations to the Security Agent whether under this Deed or otherwise, the Borrower irrevocably and by way of security appoints the Security Agent, from such time as the Borrower fails to take such action as contemplated in this Clause 18 (*Power of Attorney*), to be its attorney and attorneys (with full power to appoint substitutes and to sub delegate, including power to authorise the person so appointed to make further appointments, in both cases, with regard to all or any part of the Charged Property) on behalf of the Borrower and in its name or otherwise, to at any time during which an Event of Default is continuing execute any document or do any act or thing which the Security Agent (or its substitutes or delegates) may, in its absolute discretion, consider appropriate in connection with the exercise of any of the powers of the Security Agent which the Borrower is obliged to the Security Agent to execute or do, whether under this Deed or otherwise; and any person appointed the substitute

of the Security Agent shall, in connection with the exercise of the said power of attorney, be the agent of the Borrower.

19 OTHER SECURITY, ETC.

19.1 No Merger

The Transaction Security contained in or created pursuant to this Deed is in addition to, and shall neither be merged in, nor in any way exclude or prejudice any other Transaction Security, right of recourse, set off or other right whatsoever which the Secured Parties may now or at any time hereafter hold or have (or would apart from this Deed or any charge contained or created pursuant to this Deed hold or have) as regards the Borrower or any other person in respect of the Secured Liabilities and the Secured Parties shall be under no obligation to take any steps to call in or to enforce any security for the Secured Liabilities.

19.2 Consolidation

Section 93 of the 1925 Act shall not apply in relation to any of the charges contained in this Deed.

20 AVOIDANCE OF PAYMENTS

20.1 No Release

No assurance, security or payment which may be avoided or adjusted under the law, including under any enactment relating to bankruptcy or insolvency and no release, settlement or discharge given or made by the Security Agent on the faith of any such assurance, security or payment, shall prejudice or affect the right of the Security Agent to recover the Secured Liabilities from the Borrower (including any moneys which it may be compelled to pay or refund under the provisions of the Insolvency Act 1986 and any reasonable and properly incurred costs payable by it pursuant to or otherwise reasonably incurred in connection therewith) or to enforce Transaction Security to the full extent of the Secured Liabilities .

20.2 Retention of Charge

If the Security Agent shall have reasonable grounds for believing that the Borrower may be insolvent or deemed to be insolvent as at the date of any payment made by the Borrower to the Secured Parties, the Security Agent shall be at liberty to retain the Transaction Security until the expiry of a period of one (1) month plus such statutory period within which any assurance, security, guarantee or payment can be avoided or invalidated after the payment and discharge in full of all Secured Liabilities notwithstanding any release, settlement, discharge or arrangement which may be given or made by the Security Agent on, or as a consequence of, such payment or discharge of liability provided that, if at any time within such period, a petition shall be presented to a competent court for an order for the winding up or the making of an administration order in respect of the Borrower, or the Borrower shall commence to be wound up or to go into administration or any analogous proceedings shall be commenced by or against the Borrower, the Security Agent shall be at liberty to continue to retain the Transaction Security for such further period as the Security Agent may determine and the Security shall be deemed to continue to have been held as security for the payment and discharge to the Secured Parties of all Secured Liabilities .

21 EVIDENCE OF INDEBTEDNESS

In any action, proceedings or claim relating to this Deed or the Transaction Security, a statement as to any amount due to a Secured Party or of the Secured Liabilities or any part thereof which is certified as being correct by an officer of a Secured Party shall, save in the case of manifest error, be conclusive evidence that such amount is in fact due and payable.

22 SECURITY AGENT AS TRUSTEE

22.1 Declaration of Trust

The Security Agent declares that it shall hold the Transaction Security on trust for those entities which are from time to time Secured Parties, to the extent that such Transaction Security purports to secure the Secured Liabilities.

22.2 Rights

The Security Agent may rely on, exercise and be protected by the discretions, protections, powers and rights conferred on trustees, mortgagees or receivers under the Law of Property Act 1925, the Trustee Acts 1925 and 2000 (the Trustee Acts), the Trustee Investment Act 1962 and the Insolvency Act 1986.

22.3 Duties

Each of the Parties agrees that the Security Agent shall have only those duties, obligations and responsibilities expressly specified in this Deed or any other Transaction Document (and no others shall be implied).

22.4 Conflicts

Section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Agent in relation to the trusts constituted by this Deed. Where there are any inconsistencies between the Trustee Acts and the provisions of this Deed, the provisions of this Deed shall, to the extent allowed by law, prevail and, in the case of any inconsistency with the Trustee Act 2000, the provisions of this Deed shall constitute a restriction or exclusion for the purposes of that Act.

22.5 Winding up of Trust

If the Security Agent, with the approval of the Lender, determines that (a) all of the Secured Liabilities and all other obligations secured by this Deed have been fully and finally discharged and (b) none of the Secured Parties is under any commitment, obligation or liability (whether actual or contingent) to make advances or provide other financial accommodation to any Facility Obligor pursuant to the Senior Facility Agreement, the trusts set out in this Deed shall be wound up. At that time the Security Agent shall, at the request of and at the sole cost of the Facility Obligors hereto, release, without recourse or warranty, all of the Transaction Security then held by it and the rights of the Security Agent under this Deed, at which time each of the Security Agent, the Secured Parties and the Facility Obligors shall be released from its obligations under this Deed (save for those which arose prior to such winding-up).

22 GOVERNING LAW AND JURISDICTION

(a) Governing law

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

(b) Jurisdiction of English Courts

The parties agree that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Deed and accordingly submits to the exclusive jurisdiction of the courts of England. The parties hereby waive any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum.

IN WITNESS whereof this deed has been duly executed and delivered on the date first above written.

SCHEDULE 1

FORM OF NOTICE OF CHARGE COLLATERAL ACCOUNT

[*On the Borrower's letterhead*]

To:

[]

Cc:

Avellinia Capital Limited
71-75 Shelton Street
London WC2H 9JQ
UK

[*Date*]

Dear Sirs

Account numbers: [] and []

We refer to Account numbers: [] and [] (the “Collateral Account”).

We give you notice that by a charge and assignment (the “Charge and Assignment”) dated [] 2022 and entered into, amongst others, by us in favour of Avellinia Capital Limited, a limited liability company incorporated under the laws of England (with company registration number 11065132) whose registered office is at 71-75 Shelton Street, London WC2H 9JQ, UK (as Security Agent, as defined in the Charge and Assignment) we have charged all our rights in any credit balances on the Collateral Account (including any interest paid or payable in respect of such credit balance and other amounts **received in respect thereof) (the “Balances”) and the indebtedness represented by the Collateral Account.**

We irrevocably and unconditionally instruct and authorise you (despite any previous instructions which we may have given to the contrary):

- (a) to disclose to the Security Agent (without any reference to or further authority from us and without any enquiry by you as to the justification for the disclosure), any information relating to the Collateral Account which the Security Agent may, at any time and from time to time, request;

(b) at any time and from time to time on receipt by you of any written instruction from the Security Agent, to release any amount of the Balances and to act in accordance with that instruction (without any reference to or further authority from us and without any enquiry by you as to the justification for the instruction or the validity of the same); and

(c) to comply with the terms of any written notice, statement or instruction in any way relating or purporting to relate to the Collateral Account, the Balances or the indebtedness represented by it or them which you may receive at any time and from time to time from the Security Agent (without any reference to or further authority from us and without any enquiry by you as to the justification for the notice, statement or instruction or the validity of it).

We agree that:

(a) none of the instructions, authorisations and confirmations in this notice can be revoked or varied in any way except with the Security Agent's **prior written** consent; and

(b) you are authorised to disclose any information in relation to the Collateral Account to the Security Agent at the Security Agent's request.

(c) Please acknowledge receipt of this notice, and confirm your agreement to it, by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at [REDACTED] marked for the attention of [REDACTED].

This letter is governed by, and shall be construed in accordance with, English law.

Yours faithfully

.....

Numarqe Capital Limited

By: *[Name of signatory]*

On copy letter only:

To: [Borrower] [Security Agent]

We **acknowledge receipt of a notice (the "Notice")** dated [] addressed to us by Numarqe Capital Limited (the "**Borrower**") regarding Account number: [] (the "**Collateral Account**").

We confirm that:

(a) we consent to the charge of the Collateral Account and the Balances (as defined in the Notice) and will comply with the terms of the Notice;

(b) there does not exist in our favour, and we undertake not to create, assert, claim or exercise, any mortgage, fixed or floating charge, lien, assignment or other security interest of any kind or any agreement or arrangement having substantially the same economic or financial effect as any of the above (including any rights of counterclaim, rights of set-off or combination of accounts over or with respect to all or any part of the Collateral Account and/or the Balances (as defined in the Notice));

(c) we undertake that, if we receive notice in writing (without being required to investigate) that any person other than the Security Agent has or will have any right in, or has made or will be making any claim or demand or taking any action in respect of the Collateral Account or the Balances, we will use reasonable endeavours to give written notice of that to the Security Agent as soon as reasonably practicable; and

(d) we have not, as at the date of this acknowledgement, received any notice that any third party has or will have any right in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Borrower under or in respect of the Collateral Account or the Balances.

.....

for and on behalf of []

By: *[Name of signatory]*

Dated:

**FORM OF NOTICE OF CHARGE
COLLECTION ACCOUNT**

[On the Borrower's letterhead]

To:

[]

Cc:

Avellinia Capital Limited
71-75 Shelton Street
London WC2H 9JQ
UK

[Date]

Dear Sirs

Account numbers: [] and [].

We refer to Account numbers: [] and [] (the “Collection Account”).

We give you notice that by a charge and assignment (the “Charge and Assignment”) dated [] 2022 and entered into, amongst others, by us in favour of Avellinia Capital Limited, a limited liability company incorporated under the laws of England (with company registration number 11065132) whose registered office is at 71-75 Shelton Street, London WC2H 9JQ, UK (as Security Agent, as defined in the Charge and Assignment) we have charged all our rights in any credit balances on the Collection Account (including any interest paid or payable in respect of such credit balance and other amounts received in respect thereof) (the “Balances”) and the indebtedness represented by the Collection Account.

We irrevocably and unconditionally instruct and authorise you (despite any previous instructions which we may have given to the contrary):

(a) to disclose to the Security Agent (without any reference to or further authority from us and without any enquiry by you as to the justification for the disclosure), any information relating to the Collection Account which the Security Agent may, at any time and from time to time, request;

(b) at any time and from time to time on receipt by you of any written instruction from the Security Agent, to release any amount of the Balances and to act in accordance with that instruction (without any reference to or further authority from us and without any enquiry by you as to the justification for the instruction or the validity of the same); and

(c) to comply with the terms of any written notice, statement or instruction in any way relating or purporting to relate to the Collection Account, the Balances or the indebtedness represented by it or them which you may receive at any time and from time to time from the Security Agent (without any reference to or further authority from us and without any enquiry by you as to the justification for the notice, statement or instruction or the validity of it).

We agree that:

(a) none of the instructions, authorisations and confirmations in this notice can be revoked or varied in any way except with the Security Agent's **prior written** consent; and

(b) you are authorised to disclose any information in relation to the Collection Account to the Security Agent at the Security Agent's request.

(c) Please acknowledge receipt of this notice, and confirm your agreement to it, by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at [REDACTED] marked for the attention of [REDACTED].

This letter is governed by, and shall be construed in accordance with, English law.

Yours faithfully

.....

Numarqe Capital Limited

By: *[Name of signatory]*

On copy letter only:

To: [Borrower] [Security Agent]

We **acknowledge receipt of a notice (the "Notice")** dated [] addressed to us by Numarqe Capital Limited (the **"Borrower"**) regarding Account number: [] (the **"Collection Account"**).

We confirm that:

(a) we consent to the charge of the Collection Account and the Balances (as defined in the Notice) and will comply with the terms of the Notice;

(b) there does not exist in our favour, and we undertake not to create, assert, claim or exercise, any mortgage, fixed or floating charge, lien, assignment or other security interest of any kind or any agreement or arrangement having substantially the same economic or financial effect as any of the above (including any rights of counterclaim, rights of set-off or combination of accounts over or with respect to all or any part of the Collection Account and/or the Balances (as defined in the Notice));

(c) we undertake that, if we receive notice in writing (without being required to investigate) that any person other than the Security Agent has or will have any right in, or has made or will be making any claim or demand or taking any action in respect of the Collection Account or the Balances, we will use reasonable endeavours to give written notice of that to the Security Agent as soon as reasonably practicable; and

(d) we have not, as at the date of this acknowledgement, received any notice that any third party has or will have any right in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Borrower under or in respect of the Collection Account or the Balances.

.....

for and on behalf of []

By: *[Name of signatory]*


Dated:

SIGNATORIES TO THE DEED



THE BORROWER

EXECUTED as a DEED by
NUMARQE CAPITAL LIMITED

acting by its director:

Signature: 
Name: James Bowler
Title: CEO

In the presence of:

Witness signature: 
Name: Georgina Bowler
Address: 
Occupation: Teacher

☒ Please tick this
box to confirm you
were physically
present to witness
the above signature

THE SECURITY AGENT

SIGNED for and on behalf of
AVELLINIA CAPITAL LIMITED,

Signature:



Julian Schickel

Signature:



Steve Bernat