



Registration of a Charge

Company Name: **LXI FINCO 2 LIMITED**

Company Number: **14645267**



Received for filing in Electronic Format on the: **03/05/2023**

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Details of Charge

Date of creation: **24/04/2023**

Charge code: **1464 5267 0003**

Persons entitled: **LLOYDS BANK PLC AS SECURITY AGENT**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **HERBERT SMITH FREEHILLS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 14645267

Charge code: 1464 5267 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th April 2023 and created by LXI FINCO 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd May 2023 .

Given at Companies House, Cardiff on 4th May 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: 24 April 2023

LXI FINCO 2 LIMITED
as Chargor

- and -

LLOYDS BANK PLC
as Security Agent

SHARES CHARGE AND ASSIGNMENT OF SUBORDINATED DEBT

Cains Advocates Limited
Fort Anne
Douglas
Isle of Man
IM 1 SPD

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THIS DEED is made on 24 April 2023

BETWEEN:

- (1) **LXI FINCO 2 LIMITED**, a company incorporated under the laws of England and Wales with company number 14645267 and having its registered office at 8th Floor, 100 Bishopsgate, London, United Kingdom, EC2N 4AG (the "**Chargor**"); and
- (2) **LLOYDS BANK PLC**, in its capacity as security trustee on behalf of the Secured Parties (the "**Security Agent**").

RECITALS:

- (A) The Original Lender has agreed to make secured term loan facilities (the "**Facilities**") available on the terms of a facilities agreement dated _____ April 2023 made between (1) the Chargor as borrower, (2) LXI Holdco 2 Limited as company, (3) Lloyds Bank plc, Barclays Bank plc and The Royal Bank of Scotland International Limited, London Branch as original lenders, (4) Lloyds Bank Corporate Markets plc and Barclay Bank plc as hedge counterparties, (5) Lloyds Bank plc as underwriter and bookrunner, (6) Lloyds Bank plc, Barclays Bank plc and The Royal Bank of Scotland International Limited, London Branch as mandated lead arrangers, (7) Lloyds Bank plc as agent and (8) the Security Agent as security trustee (the "**Facilities Agreement**").
- (B) It is a condition precedent to first utilisation of the Facilities that the Chargor enters into this Charge.
- (C) It is intended that this Charge shall take effect as a deed made by the Chargor, notwithstanding that the Security Agent may only execute it under hand.

OPERATIVE PROVISIONS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Charge (including the Recitals and the Schedules), unless the context requires otherwise, the following words and expressions shall have the following meanings:

"Ancillary Liabilities"	in relation to any of the Subordinated Debt:
	(a) any refinancing, novation, refunding, restructuring, deferral or extension of any of those liabilities;
	(b) any further advance which may be made under any agreement supplemental to any document evidencing or recording the terms of any Subordinated Debt plus all interest, indemnities, fees and costs in connection therewith;
	(c) any claim for damages or restitution in the

event of recession of any such liabilities or otherwise in connection with any of the Subordinated Debt;

(d) any claim against the Company flowing from any recovery by the Company of a payment or discharge in respect of any of the Subordinated Debt on the grounds of preference or otherwise; and

(e) any amounts (including post-insolvency interest) which would be included in any of the above but for the discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings;

"Company"

LXi Spirit Limited, a company incorporated under the laws of the Isle of Man with company number 016601V and having its registered office at First Names House, Victoria Road, Douglas, Isle of Man IM2 4DF;

"Derivative Assets"

all securities, dividends, interest or other property (whether of a capital or income nature) accruing, deriving, offered or issued at any time by way of dividend, bonus, redemption, exchange, substitution, conversion, consolidation, sub-division, preference, option or otherwise which are attributable to any Share or Derivative Assets previously described and all rights from time to time thereto;

"Enforcement Event"

the occurrence of an Event of Default which is continuing;

"Facilities"

has that meaning ascribed to such term in Recital (A);

"Facilities Agreement"

has that meaning ascribed to such term in Recital (A);

"Nominee"

a person appointed by the Security Agent to be the legal owner of a Security Asset pursuant to Clause 6.3;

"Receiver"

receiver and manager or (if the Security Agent so specifies in the relevant appointment) a receiver, in either case appointed under this Charge;

"Relevant Person"

the Security Agent, any Nominee, any Receiver and any delegate or sub-delegate of any such person appointed pursuant to Clause 10;

"Secured Liabilities"

means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or

severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party under each Finance Document;

"Security Assets" the Shares, the Derivative Assets, the Subordinated Debt and the proceeds of sale thereof;

"Security Period" the period beginning on the date of this Charge until the date on which the Security Agent has determined that all of the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full;

"Shares" the shares in the Company detailed in Schedule 1 and any other shares issued by the Company to the Chargor from time to time and any and all right, title, benefit and interest therein present and future of the Chargor, including voting rights (each a **"Share"**); and

"Subordinated Debt" all present and future sums, liabilities and obligations whatsoever (actual or contingent) payable, owing due or incurred by the Company to the Chargor together with all Ancillary Liabilities relating thereto.

1.2 Save where the context otherwise requires, words and expressions that are not defined in this Charge, but which are defined or construed in the Facilities Agreement, shall have the meanings ascribed to them in the Facilities Agreement. To the extent that there is any inconsistency between the terms of this Charge and the Facilities Agreement, the terms of the Facilities Agreement shall prevail.

1.3 Save where the context otherwise requires, any reference in this Charge to:

(a) this Charge or to any other agreement or document (including, but not limited to, a Finance Document) shall be construed as a reference to this Charge or to such other agreement or document as the same may from time to time be amended, varied, supplemented, novated or replaced and shall include any document that is supplemental to, is expressed to be collateral with, or is entered into pursuant to or in connection with, the terms of this Charge or of such other agreement or document;

(b) any statute or statutory provision shall be construed as a reference to such statute or statutory provision as amended, supplemented, re-enacted or consolidated (whether before or after the date hereof) and include all instruments, orders and regulations for the time being made thereunder or deriving validity therefrom;

(c) a time of day shall be construed as a reference to that time in the Isle of Man;

(d) a **"Clause"** or a **"Schedule"** is a reference to a clause of, or a schedule to, this Charge;

(e) the plural of any term includes the singular, and vice versa; and

- (f) one gender includes all genders.

1.4 Any reference in this Charge to:

- (a) a "**disposal**" (and cognate terms) includes (without limitation) any sale, assignment or transfer, the grant of an option or similar right and the creation of a trust or other equitable interest or any other proprietary right in favour of a third party;
- (b) the "**dissolution**" or "**winding up**" (and cognate terms) of a person also includes the bankruptcy or liquidation of that person and any equivalent or analogous procedure under the law of any jurisdiction in which that person is incorporated, domiciled or resident; and
- (c) an "**encumbrance**" shall be construed as a reference to any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security interest or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect, but (for the avoidance of doubt) excluding rights of set-off and liens arising solely by operation of law.

1.5 In this Charge, the expressions the "**Chargor**" and the "**Security Agent**" shall, unless the context otherwise requires, include their respective successors in title, transferees or permitted assignees, whether immediate or derivative in relation to their respective interests.

1.6 In this Charge:

- (a) a reference to a Finance Document or other document includes (without prejudice to any prohibition on amendments) all amendments and supplements however fundamental to that Finance Document or other document, including any amendment or supplement providing for further advances or any extension of or any increase in the amount of a facility or any additional facility;
- (b) references to the "**Security**" shall (unless the context otherwise requires) mean any security created by, or pursuant to, this Charge;
- (c) unless the context otherwise requires, the term "**enforceable**" when used in the context of this Charge means enforceable in accordance with Clause 7 (*Enforcement of Security*);
- (d) unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset; and
- (e) "**administration**" shall have the same meaning given to it in the Insolvency Act 1986 (an Act of the UK Parliament) and shall include any equivalent or analogous proceedings under the laws of any other applicable jurisdiction.

1.7 The Security, and the rights of the Security Agent under this Charge, shall be enforceable notwithstanding any change in the constitution of the Security Agent, its absorption in, or amalgamation with, any other person or the acquisition of any of its undertaking by any other person.

2. COVENANT TO PAY

The Chargor hereby covenants with the Security Agent that it will on demand pay, perform and discharge the Secured Liabilities when the same are due and payable.

3. GRANT OF SECURITY

3.1 The Chargor, as legal and beneficial owner, with the benefit of the covenants set out in Clause 4 and as a continuing security for the payment and discharge of the Secured Liabilities, hereby:

- (a) charges (by way of first fixed charge) the Shares and the Derivative Assets to the Security Agent; and
- (b) assigns and agrees to assign (by way of security) all of its rights, title and interest in the Subordinated Debt to the Security Agent.

3.2 The Security secures present and further advances.

4. COVENANTS FOR TITLE

The Chargor covenants for the benefit of the Security Agent that:

- (a) it is the sole absolute legal and beneficial owner of the Shares and has the right to charge the Shares pursuant to the terms of this Charge;
- (b) it is the sole absolute legal and beneficial owner of the Derivative Assets owned by it as at the date of this Charge (if any) and has the right to charge the Derivative Assets;
- (c) it is the sole legal and beneficial owner of the Subordinated Debt owed to it by the Company and of the benefits of the Subordinated Debt and has the right to assign and to agree to assign all of its rights, title and interest in respect of the Subordinated Debt;
- (d) save as constituted by the Finance Documents, it is charging the Shares and the Derivative Assets, and assigning its rights, title and interest in respect of the Subordinated Debt free from all other encumbrances and rights exercisable by third parties other than those permitted under the Facilities Agreement; and
- (e) it shall execute and do, at its own cost and in such form as reasonably required by the Security Agent: (i) such further mortgages and assignments and (ii) assurances, deeds, documents and things as the Security Agent may reasonably require to give the Security Agent the security interest in the Security Assets conferred hereby.

5. REPRESENTATIONS AND WARRANTIES

5.1 The Chargor acknowledges that the Finance Parties have entered into the Finance Documents in full reliance on the representations and warranties set out in this Clause 5.

5.2 The Chargor represents and warrants to the Security Agent that:

- (a) the details of the Shares set out in Schedule 1 are true and accurate in all respects, and the Shares represent the whole of the issued share capital of the Company;
- (b) the Subordinated Debt is freely assignable and is not subject to any set-off, counterclaim or other defence or similar right;
- (c) no restrictions have been placed by the Company, as the legal entity within the meaning of section 5 of the Beneficial Ownership Act 2017, on rights attaching to the Shares pursuant to section 14 of that Act; and
- (d) at the date of this Charge it is not registered as a foreign company pursuant to the provisions of the Foreign Companies Act 2014 and it confirms that this Charge does not need to be registered pursuant to section 91 of the Companies Act 1931.

6. UNDERTAKINGS

6.1 The undertakings in this Clause 6 remain in force throughout the Security Period.

6.2 Save as otherwise agreed under or contemplated by the Facilities Agreement, the Chargor shall not, without the written consent of the Security Agent:

- (a) create, or permit to subsist, any encumbrance over any of the Security Assets, save for the Security and any liens and privileges arising mandatorily by law;
- (b) sell, transfer or otherwise dispose of any of the Security Assets or any interest therein or permit the same to occur;
- (c) take, or permit the taking of, any action that may result in the rights attaching to any of the Security Assets being altered or any further shares in the share capital of the Company being issued; or
- (d) do, or cause or permit to be done, anything that may in any way materially depreciate, jeopardise or otherwise materially prejudice the value to the Security Agent of the Security Assets.

6.3 The Chargor shall:

- (a) immediately upon execution and delivery of this Charge, deliver to the Security Agent or its Nominee (as the Security Agent may direct):
 - (i) all documents of title in relation to the Shares belonging to the Chargor;
 - (ii) a blank transfer in respect of the Shares in the form appearing in Schedule 3, executed by the Chargor as registered holder thereof; and
 - (iii) give notice of the Security to the Company in the form contained in Part I of Schedule 3 and procure that the Company acknowledges such notice to the Security Agent in the form contained in Part II of Schedule 3;

- (b) subject to Clause 6.5, and in relation to any Shares and/or Derivative Assets subsequently acquired by the Chargor:
 - (i) deposit, or procure the deposit, with the Security Agent or its Nominee (as the Security Agent may direct) of all certificates and other documents evidencing title (if any);
 - (ii) execute and deliver to the Security Agent's satisfaction all blank transfers and other documents that may be necessary on an Enforcement Event in order to enable the Security Agent or its Nominee (as the Security Agent may direct) to be registered as the legal owner or otherwise obtain legal title to any Shares and/or Derivative Assets; and
 - (iii) give notice of the Security to the Company in the form contained in Part I of Schedule 3 and procure that the Company acknowledges such notice to the Security Agent in the form contained in Part II of Schedule 3;
- (c) ensure that the Security Assets are at all times free from any restriction on their transfer, or the registration thereof, (whether under any relevant constitutional documents or otherwise) in order to perfect or to enforce the Security constituted or intended to be constituted by this Charge and the Chargor shall procure that the board of directors of the Company approves any transfer of any of the Security Assets desired to be made to or by the Security Agent or its Nominee (as the Security Agent may direct) in the exercise of the rights, powers and remedies conferred upon it by this Charge or by law; and
- (d) notify the Security Agent of the contents of any material communication or document received by it in relation to any of the Security Assets.

6.4 The Security Agent agrees that until the Security has become enforceable, and always without prejudice to the Security, all voting rights attaching and relating to the Security Assets may be exercised by the Chargor or as the Chargor shall direct but only in such manner as may be reasonably anticipated to preserve or enhance the value of the Security Assets, provided always that no such exercise:

- (a) shall be inconsistent with this Charge or the Finance Documents; or
- (b) will or may be prejudicial to the rights of the Security Agent hereunder or to the Security created or intended to be created by or pursuant to this Charge, including (save as otherwise permitted under the Facilities Agreement) permission or agreement being given to any compromise, capital reorganisation, conversion, exchange, repayment or takeover offer affecting or in respect of any of the Security Assets or to any variation of the rights attaching to, or conferred by, any of the Security Assets.

6.5 Until the Security has become enforceable, all dividend and interest payments deriving from the Security Assets shall be paid to the Chargor and legal title to the Shares and Derivative Assets will remain with the Chargor. For the avoidance of doubt, at any time following an Enforcement Event, all dividends or other income permitted to be paid or payable under this

Charge in relation to any Security Assets must be paid in accordance with the terms of the Facilities Agreement.

- 6.6 The Chargor shall duly and promptly pay all calls, instalments or other payments which may be due and payable in respect of any of the Security Assets and shall comply with all other conditions and obligations assumed by it in respect of any of the Security Assets.
- 6.7 If at any time the Chargor fails to perform any of the covenants contained in this Charge it shall be lawful for the Security Agent, but the Security Agent shall have no obligation, to take such action on behalf of the Chargor (including, without limitation, the payment of money) as may, in the Security Agent's reasonable opinion, be required to ensure that such covenants are performed. Without limitation to any other provision of this Charge, all losses, claims, costs, charges, expenses, taxes, duties, demands and liabilities incurred by the Security Agent in taking such action shall be reimbursed by the Chargor on demand.
- 6.8 Neither the Security Agent nor any Nominee shall be liable for any loss occasioned by any exercise or non-exercise of rights attached to the Security Assets or by any failure to report to the Chargor any notice or other communication received in respect of the Security Assets.

7. ENFORCEMENT OF SECURITY

- 7.1 At any time after an Enforcement Event has occurred, the Security shall immediately become enforceable and the Security Agent or any Nominee may in its absolute discretion and without notice to the Chargor take any steps available to it at law and/or pursuant to this Charge to enforce the Security.
- 7.2 No Relevant Person shall be obliged before exercising any of the rights, powers or remedies conferred upon them by this Charge or by law:
- (a) to make any demand of the Chargor or any other person;
 - (b) to take any action or obtain judgment in any court against the Chargor or any other person;
 - (c) to make or file any claim or proof in a winding-up or dissolution of the Chargor or any other person; or
 - (d) to enforce or seek to enforce any other security taken in respect of any of the Secured Liabilities.
- 7.3 At any time after the Security shall have become enforceable, the Security Agent or any Nominee may immediately exercise any remedies and powers conferred by law and this Charge, may complete, date and put into effect any transfer(s) delivered in relation to the Security Assets and any other documents delivered pursuant to Clause 6.3, and (without limitation to the foregoing) may immediately exercise any of the powers set out in Schedule 2 in relation to any of the Security Assets.
- 7.4 No Relevant Person shall be liable, by reason of entering into possession of any Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession may be liable.

- 7.5 No person (including a purchaser) dealing with a Relevant Person shall be concerned to enquire:
- (a) whether any of the Secured Liabilities have become payable; or
 - (b) whether any power that the Relevant Person is purporting to exercise has become exercisable; or
 - (c) whether any of the Secured Liabilities remain undischarged; or
 - (d) how any money paid to the Relevant Person is to be applied. A receipt from the Relevant Person shall be sufficient and conclusive discharge for any monies.
- 7.6 At any time after the Security has become enforceable, a Relevant Person may:
- (a) redeem any prior encumbrance against any Security Asset; and/or
 - (b) procure the transfer of any prior encumbrance to itself; and/or
 - (c) agree the accounts of the prior encumbrancer and any accounts so agreed shall be binding on the Chargor.

8. APPOINTMENT OF A RECEIVER

- 8.1 At any time after the Security has become enforceable, the Security Agent may, by writing (under hand or as a deed), or at the request of the Chargor or its directors, and without notice, appoint one or more persons (to act individually as well as jointly) to be a Receiver or Receivers of any of the Security Assets and (so far as it is lawfully able) remove any Receiver and appoint another person or persons as Receiver or Receivers, either in the place of a Receiver who has been so removed or who has ceased to act or to act jointly with any other Receiver.
- 8.2 Each Receiver shall have, in relation to the part of the Security Assets in respect of which he was appointed, all the powers conferred upon him by law and all the powers set out in Schedule 2.
- 8.3 To the fullest extent permitted by law, any right, power or discretion conferred by this Charge (either expressly or impliedly) may, after the Security has become enforceable, be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver or notwithstanding the appointment of a Receiver.
- 8.4 The Security Agent may fix the remuneration of any Receiver appointed by it.
- 8.5 A Receiver will be deemed to be the agent of the Chargor for all purposes. The Chargor alone is responsible for the contracts, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver. The Security Agent shall not incur any liability (either to the Chargor or any other person) by reason of the appointment of the Receiver or for any other reason.

9. **APPLICATION OF PROCEEDS**

- 9.1 Until all the Secured Liabilities have been irrevocably paid in full, any Relevant Person may place and keep (for such time as it shall consider prudent) any money received, recovered or realised pursuant to this Charge in an interest-bearing separate suspense account (to the credit of either the Chargor or any Relevant Person as the Relevant Person shall think fit) without any obligation to apply the same or any part thereof in or towards the discharge of the Secured Liabilities.
- 9.2 Subject to Clause 9.1, any monies received by a Relevant Person shall be applied in accordance with the Facilities Agreement.

10. **DELEGATION**

The Security Agent, any Nominee or any Receiver may at any time delegate by power of attorney or in any other manner to any person or persons any of the powers, authorities and discretions exercisable by them under this Charge. Any such delegation may be made upon such terms (including power to sub-delegate) and subject to such regulations as the Security Agent may think fit. Neither the Security Agent, nor any Nominee nor any Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate unless such loss or damage is caused by the delegate's gross negligence or wilful misconduct.

11. **FURTHER ASSURANCE**

- 11.1 The Chargor shall (at its own expense) take whatever action that any Relevant Person may require for:

- (a) perfecting or protecting the Security intended to be created over any Security Asset; or
- (b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by a Relevant Person in respect of any Security Asset,

including the execution of any transfer, conveyance, assignment or assurance of any property, the giving of any notice, order or direction and/or the making of any registration that (in any case) the Security Agent may think expedient.

- 11.2 The Chargor further agrees that if following an Enforcement Event the Security Agent holds any transfer with any detail not yet completed the Security Agent shall have the authority to complete and deliver such transfer.

12. **POWER OF ATTORNEY**

- 12.1 The Chargor hereby irrevocably and by way of security appoints the Security Agent and any Receiver severally to be its attorney in its name and on its behalf and as its act and deed:
- (a) to execute and deliver any documents or instruments which the Security Agent or such Receiver may require for perfecting the title of the Security Agent to the

Security Assets or for vesting the same in the Security Agent, its nominee or any purchaser;

- (b) to sign, execute, seal and deliver and otherwise perfect any further security document which the Chargor is required to enter into pursuant to this Charge;
- (c) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Security Agent or any Receiver under this Charge or which the Chargor is required to do pursuant to this Deed or which may be deemed expedient by the Security Agent or a Receiver in connection with any preservation, disposition, realisation or getting in by the Security Agent or such Receiver of the Shares and the Derivative Assets or in connection with any other exercise of any other power under this Charge,

provided that the power of attorney granted in this Clause 12.1 shall only be exercisable: (a) if an Event of Default is continuing; or (b) following a failure by the Chargor to comply with its obligations under this Charge.

- 12.2 The power of attorney granted pursuant to Clause 12 is granted irrevocably and for value as part of the security constituted by this Charge to secure a proprietary interest of, and the performance of obligations owed to, the Security Agent within the meaning of the Powers of Attorney Act 1983.

13. **NEW ACCOUNTS**

- 13.1 If the Security Agent receives notice (whether actual or constructive) of any subsequent encumbrance or other interest affecting any of the Security Assets, any interest in any of the Security Assets or of any other matter that may cause the Security to cease to be a continuing security, the Security Agent may open a new account or accounts for the Chargor.
- 13.2 If the Security Agent does not open a new account pursuant to Clause 13.1 then, unless the Security Agent shall notify the Chargor to the contrary, it shall nevertheless be treated as if it had done so at the time when it received such notice.
- 13.3 As from that time, all payments made by or on behalf of the Chargor to the Security Agent shall be credited or deemed to have been credited to the new account and shall not operate to reduce any Secured Liabilities.

14. **NATURE OF SECURITY**

- 14.1 This Security shall be in addition to, and independent of, every guarantee, indemnity and other security that the Security Agent may at any time hold for the Secured Liabilities and it is hereby declared that no prior agreement shall merge with this Charge and that no prior security held by the Security Agent over any of the Security Assets shall merge in this Security. Nothing contained in this Charge is intended, or shall operate, to prejudice or to affect any guarantee, indemnity or other security that the Security Agent may have for the Secured Liabilities or any right, remedy or privilege of the Security Agent thereunder and this Charge shall not in any way be affected or prejudiced by the Security Agent now or hereafter

dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any such guarantee, indemnity or other security or any rights which the Security Agent may now or hereafter have or giving time for payment or granting any indulgence or compounding with any person whatsoever.

- 14.2 The Security shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever and, in particular (but without prejudice to the generality of the foregoing), shall not be considered to be satisfied by any intermediate repayment or satisfaction of any of the Secured Liabilities and shall continue in full force and effect until the Secured Liabilities have been satisfied in full, until no Secured Liabilities may become outstanding.
- 14.3 The obligations of the Chargor under this Charge and the rights, powers and remedies conferred in respect of the Chargor upon each Finance Party under this Charge or under the Finance Documents or by law will not be discharged, impaired or otherwise affected by:
- (a) the winding-up, dissolution, administration or re-organisation of the Chargor or any other person or any change in the Chargor's, or any such person's, status, function, control or ownership; or
 - (b) any of the Secured Liabilities or the obligations of any other person under any Finance Document being or becoming illegal, invalid, unenforceable or ineffective in any respect; or
 - (c) time or other indulgence being granted or agreed to be granted to the Chargor or any other person in respect of the Secured Liabilities; or
 - (d) any:
 - (i) amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Finance Document or other document or security; or
 - (ii) variation, waiver or release of, any obligation of the Chargor or any other person under any Finance Document; or
 - (e) any failure to take, or fully to take, any security contemplated by any Finance Document or otherwise agreed to be taken in respect of the Secured Liabilities; or
 - (f) any failure to realise, or fully to realise, the value of, or any release, discharge, exchange or substitution of, any Security taken under the Finance Documents or any of the Secured Liabilities; or
 - (g) any other act, event or omission which, but for this Clause 14.3, might operate to discharge, impair or otherwise affect any of the Secured Liabilities or any of the rights, powers or remedies conferred upon any Secured Party under the Finance Documents or by law.

- 14.4 Without prejudice to the generality of Clause 14.3, the Chargor expressly confirms that it intends that the Security shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

15. REMEDIES

- 15.1 Any release, re-assignment or discharge given by the Security Agent relating only to part of the Security Assets shall not prejudice or affect the Security in relation to the remainder of the Security Assets.
- 15.2 The Security Agent may grant time or other indulgence to, or make any other arrangement variation or release with, the Chargor or any other person (whether or not party hereto and whether or not jointly liable with the Chargor) in respect of the Secured Liabilities or of any other security therefor, or guarantee in respect thereof, without prejudice either to the Security or to the liability of the Chargor for the Secured Liabilities. Any waiver, consent or approval given by the Security Agent shall only be effective if given in writing and then only for the purpose for which, and on the terms (if any) on which, it is given.
- 15.3 The rights, powers and remedies provided in this Charge are cumulative and are not, nor are they to be construed as, exclusive of any rights, powers or remedies provided by law.
- 15.4 No failure on the part of the Security Agent to exercise, nor any delay on its part in exercising, any of the rights, powers and remedies provided for by this Charge or by law shall operate as a waiver thereof, nor shall any single or partial waiver of any such rights preclude any further or other exercise of such rights or the exercise of any other of such rights.

16. RELEASE

At the end of the Security Period (but not otherwise), the Security Agent shall, at the request and cost of the Chargor, take whatever action is requested by the Chargor to release the Security Assets from the Security.

17. MISCELLANEOUS

- 17.1 Any certification or determination by the Security Agent of a rate, amount or other matter under this Charge or the Finance Documents is, in the absence of manifest error, conclusive evidence of same.
- 17.2 This Charge may be executed in any number of counterparts. Such counterparts shall together constitute one and the same instrument.

- 17.3 The Chargor may not assign or transfer any or all of its rights (if any) and/or obligations under this Charge. The Security Agent may (without the consent of the Chargor) assign any or all of its rights under this Charge to any successor as Security Agent under the Facilities Agreement.
- 17.4 Every provision contained in this Charge shall be severable and distinct from every other such provision and if at any time any provision hereof is, or becomes, illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.
- 17.5 Save as provided herein, it is not intended that any term of this Charge shall be enforceable (by virtue of the Contracts (Rights of Third Parties) Act 2001 or otherwise) by any person who is not a party to this Charge. The parties may vary, waive, release, assign, novate or otherwise dispose of any of their respective rights and obligations under this Charge without the consent of any person who is not a party to this Charge.
- 17.6 Any amount received or recovered by the Security Agent in respect of any sum expressed to be due to it from the Chargor under this Charge in a currency other than the currency (the "**contractual currency**") in which such sum is so expressed to be due (whether as a result of, or of the enforcement of, any judgment or order of the court or tribunal of any jurisdiction, the winding-up of the Chargor or otherwise) shall only constitute a discharge to the Chargor to the extent of the amount of the contractual currency that the Security Agent is able, in accordance with its usual practice, to purchase with the amount of the currency so received or recovered on the date of receipt or recovery (or, if later, the first date on which such purchase is practicable). If the amount of the contractual currency so purchased is less than the amount of the contractual currency so expressed to be due, the Chargor shall indemnify the Security Agent against any loss sustained by it as a result, including the cost of making any such purchase.
- 17.7 Subject to Clause 7.1 and 9, the Chargor authorises the Security Agent, after the occurrence of an Enforcement Event without prior notice to the Chargor, to apply the amount of any liability (whether or not then due) owing at any time from the Security Agent or any other Finance Party to the Chargor in or towards satisfaction of the Secured Liabilities and for this purpose the Security Agent is authorised to purchase with monies equivalent to any such liability such other currencies as may be necessary to effect such application. The Security Agent shall not be obliged to exercise any of its rights under this Clause 17.7, which shall be without prejudice to, and in addition to, any rights of set-off, combination of accounts, consolidation or other rights to which it is at any time otherwise entitled (whether by operation of law, contract or otherwise).
- 17.8 The Chargor and the Security Agent agree that this Charge shall be designated as a Finance Document for the purpose of the Facilities Agreement.

18. **TRUST**

The Security Agent shall hold the benefit of this Charge upon trust for the Secured Parties in accordance with the Facilities Agreement.

19. **NOTICES**

Any demand or notice by the Security Agent or Chargor under this Charge shall be made or given in accordance with the provisions of the Facilities Agreement.

20. **GOVERNING LAW**

This Charge, and the rights and obligations of the parties hereto, shall be governed by, and construed in accordance with, the laws of the Isle of Man.

21. **JURISDICTION**

21.1 The parties hereto agree that the courts of the Isle of Man shall have jurisdiction to hear and to determine any suit, action or proceeding and to settle any dispute that may arise out of, or in connection with, this Charge and, for these purposes, irrevocably submit to the jurisdiction of such courts.

21.2 The Chargor irrevocably and unconditionally:

- (a) agrees that, if the Security Agent brings proceedings against it or its assets in relation to this Charge, no immunity from those proceedings (including, without limitation, suit, attachment prior to judgment, other attachment, the obtaining of judgment, execution or other enforcement) will be claimed by or on behalf of itself or with respect to its assets; and
- (b) waives any such right of immunity that it has or may subsequently acquire (for itself or in respect of its assets).

22. **PROCESS AGENT**

Without prejudice to any other mode of service under any relevant law, the Chargor irrevocably appoints IQ EQ (Isle of Man) Limited (having its registered office at First Names Houses, Victoria Road, Douglas, IM2 4DF Isle of Man) as its process agent to receive and to acknowledge on its behalf service of any proceedings in the Isle of Man. If for any reason the agent named above (or its successor) no longer serves as agent of the Chargor for this purpose, the Chargor shall promptly appoint a successor agent (satisfactory to the Security Agent) and notify the Security Agent thereof, provided that until the Security Agent receives such notification, the Security Agent shall be entitled to treat the agent named above (or its said successor) as the agent of the Chargor for the purposes of this Clause 22. The Chargor agrees that any such legal process shall be sufficiently served on it if delivered to such agent for service at its address for the time being in the Isle of Man whether or not such agent gives notice thereof to the Chargor.

IN WITNESS WHEREOF this Charge has been executed and delivered as a deed by or on behalf of the Chargor and signed by or on behalf of the Security Agent on the date stated at the beginning of this Charge.

SCHEDULE 1
DETAILS OF THE SHARES

<i>Name of Company</i>	<i>Issued share capital</i>	<i>Registered holder</i>	<i>Description and number of shares</i>	<i>Share certificate number(s)</i>
LXi Spirit Limited (a company incorporated in the Isle of Man with Registered Number 016601V)	2,000 Ordinary Shares of GBP 1.00	The Chargor	2,000 Ordinary Shares of GBP 1.00	5

SCHEDULE 2
POWERS OF ENFORCEMENT

1. Power to take immediate possession of, to collect and to get in the Security Assets and to hold any of the Security Assets and, accordingly, to register, or to cause to be registered, any of the Security Assets constituting shares, stocks or securities in his/its own name or in the name of his/its nominee or in the name of any purchaser thereof and, for that purpose, to take such proceedings as may seem to him/it expedient.
2. Power to sell, exchange, redeem, convert into money, realise or otherwise dispose of the Security Assets by private contract or otherwise and generally on any terms and for whatever purpose that he/it thinks proper. The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as he/it thinks fit.
3. Power to exercise (or to refrain from exercising) all voting and other rights in respect of, or attaching to, the Security Assets.
4. Power to apply all dividends, interest and other distributions of profits or capital monies arising from the Security Assets as though they were the proceeds of sale under this Charge, notwithstanding that they may have accrued in respect of a period prior to the time at which the Security shall have become enforceable.
5. Power to raise or to borrow money and to grant security therefor over the Security Assets, generally on any terms and for whatever purpose that he/it sees fit. No person lending that money shall be concerned to enquire as to the propriety or purpose of the exercise of that power nor to check the application of any money so raised or borrowed.
6. Power to appoint an advocate, solicitor, accountant or other professionally qualified person to assist him/it in the performance of his/its duties.
7. Power to bring, prosecute, enforce, defend and/or abandon any actions, suits and other legal proceedings in relation to or affecting the Security Assets that seem to him/it to be expedient in the name and on behalf of the Chargor.
8. Power to refer to arbitration any question relating to, or affecting, the Security Assets.
9. Power to effect and to maintain insurances in respect of, or in relation to, the Security Assets.
10. Power to use the company seal of the Chargor in exercise of any of the other powers set out herein.
11. Power to do all acts in the name of and on behalf of the Chargor, and to execute in the name of and on behalf of the Chargor any deed, agreement, instrument or other document, in exercise of any of the other powers set out herein.
12. Power to make any payment that is necessary or incidental to the performance of his/its functions.

13. Power to settle, adjust, compromise and/or arrange on behalf of the Chargor any claims, accounts, disputes, questions and demands with or by any person in relation to or affecting the Security Assets.
14. Power to rank and to claim in the bankruptcy, insolvency, sequestration or liquidation of any person indebted to the Chargor in relation to the Security Assets and to receive dividends, and to accede to trust deeds, for the creditors of such person.
15. Power to carry on the business of the Chargor insofar as it relates to the Security Assets.
16. Power to give valid receipts for all monies and to execute all assurances and things that may be proper or desirable for realising any Security Assets.
17. Power to do all other acts and things that he/it may consider desirable or necessary for realising any Security Assets or incidental or conducive to the exercise of any of the rights, powers or discretions conferred on him/it pursuant to this Charge.
18. Power to exercise, in relation to any Security Assets, all the powers, authorities and things that he would be capable of exercising if he/it were the absolute beneficial owner of the same.
19. Power to use the name of the Chargor for any of the foregoing purposes.

SCHEDULE 3
STOCK TRANSFER FORM

STOCK TRANSFER FORM		
Name of Company (the Company)	LXi Spirit Limited	
Company Number	016601V	
Description of Shares	[]	
Number or amount of Shares, Stock or other security and, in figures column only, number and denomination or units, if any.	Words []	Figures ([] units of £[] each)
Name of Transferor Names of registered holder(s) should be given in full; the address should be given where there is only one holder. If the transfer is not made by the registered holder(s) insert also the name(s) and capacity (e.g. Executor(s)) of the person(s) making the transfer.	In the name(s) of LXi Finco 2 Limited 8 th Floor 100 Bishopsgate London United Kingdom EC2N 4AG	
Consideration		
We transfer the above security out of the name(s) aforesaid to the person(s) named below. Signature(s) of transferor(s) 1 2 3 4 Bodies corporate should execute under their common seal.		Date:
Full name(s) and full postal address(es) including country or, if applicable, Postal District number) of the person(s) to whom the security is transferred. Please complete in typewriting or in Block Capitals.		
Transferee to sign here if registration as a holder of the Shares imposes a liability to the Company on the Transferee (or if the articles of the Company so require). By signing this form the Transferee consents to the registration of the Shares in his/its/their name(s) and accepts any liabilities arising to the Company as a result of such registration. Transferee		
We request that such entries be made in the register as are necessary to give effect to this transfer.		

SCHEDULE 4 (PART I)
FORM OF NOTICE TO COMPANY

To: **LXi Spirit Limited**
First Names House,
Victoria Road,
Douglas,
Isle of Man
IM2 4DF

Date: _____ 2023

Dear Sirs

1. We hereby give you notice that, by a share charge dated [•] 2023 (such share charge, as the same may have been or may from time to time be amended, varied, supplemented, novated or replaced being referred to hereinafter as the "**Charge**") and made between (1) ourselves and (2) Lloyds Bank plc as security agent (the "**Security Agent**"), we charged and assigned the Security Assets to the Security Agent, including all of our right, title and interest in and to [] ordinary shares of £[] in the capital of the Company registered in our name and all present and future sums, liabilities and obligations whatsoever (actual or contingent) payable, owing due or incurred by you to us. Terms not defined in this notice shall have the meaning given in the Charge (a copy of which is attached to this notice).
2. We hereby irrevocably instruct that:
 - (a) you shall notify the Security Agent in the event that you receive notice of any other third party interest of any nature in the Security Assets or if you receive any request to register any transfer in respect of any of the Shares; and
 - (b) following your being notified that the security constituted by the Charge has become enforceable you must hold all dividend and interest payments deriving from the Shares and repayment in respect of the Subordinated Debt (whether capital or interest or otherwise) to the order of the Security Agent.
3. Please confirm to the Security Agent that no restrictions have been placed by the Company, as the legal entity within the meaning of section 5 of the Beneficial Ownership Act 2017, on rights attaching to the Shares pursuant to section 14 of that Act and that you will promptly notify the Security Agent in the event that any such restrictions are placed upon the Shares.
4. Please confirm to the Security Agent that all of the Shares are fully paid and that you have not received notice of any third-party interest in respect of any of the Security.
5. Please confirm to the Security Agent that you have not received notice that we have assigned our rights in respect of any of the Subordinated Debt to a third party and that you will not from the date of this notice exercise any right of set-off in respect of any of the Subordinated Debt.

6. Please note that these instructions may not be revoked or varied without the prior written consent of the Security Agent. Would you please confirm your agreement to the above by signing and sending the enclosed acknowledgement to the Security Agent with a copy to ourselves.
7. This letter shall be governed by and construed in accordance with Isle of Man law.

Yours faithfully

for and on behalf of
LXI FINCO 2 LIMITED

SCHEDULE 4 (PART II)
FORM OF ACKNOWLEDGEMENT OF NOTICE

To: (1) LXi Finco 2 Limited
8th Floor,
100 Bishopsgate,
London,
United Kingdom,
EC2N 4AG
(2) Lloyds Bank plc

Dated: _____ 2023

Dear Sirs

1. We confirm receipt from LXi Finco 2 Limited (the "**Chargor**") of a notice dated [•] 2023 (the "**Notice**") given pursuant to the terms of a share charge and assignment of subordinated debt attached thereto dated [•] 2023 (such share charge and assignment of subordinated debt, as the same may have been or may from time to time be amended, varied, supplemented, novated or replaced being referred to hereinafter as the "**Charge**") and made between (1) the Chargor and (2) Lloyds Bank plc as security agent.
2. We confirm that we accept the instructions and authorisations contained in the Notice and we undertake to act in accordance and comply with the terms of the Notice.
3. We confirm that all of the Shares are fully paid and that we have not received notice of any previous mortgage of, charges over, trusts in respect of or other interests of any third party in any of the Security Assets.
4. We confirm that no restrictions have been placed by the Company, as the legal entity within the meaning of section 5 of the Beneficial Ownership Act 2017, on rights attaching to the charged shares pursuant to section 14 of that Act and we will promptly notify the Security Agent in the event that any such restrictions are placed upon the Shares.
5. We confirm that we have not received notice that the Chargor has assigned its rights in respect of any of the Subordinated Debt to a third party and that from the date of the Notice, we will not exercise any rights of set-off in respect of any of the Subordinated Debt.
6. Terms not defined in this letter shall have the meaning given in the Charge.
7. This letter shall be governed by and construed in accordance with Isle of Man law.

Yours faithfully

for and on behalf of
LXi Spirit Limited

EXECUTION

The Chargor

EXECUTED and DELIVERED AS A DEED by :

LXI FINCO 2 LIMITED :

acting by NEIL MACEACHIN :

in the presence of: :



(Director)

Witness signature

Name: ELLIS VICTORIA WILLIAMS

Address: 

Occupation: EXECUTIVE ASSISTANT

The Security Agent

SIGNED for and on behalf of :

LLOYDS BANK PLC :

acting by its duly authorised officer :

(Authorised Officer)

EXECUTION

The Chargor

EXECUTED and DELIVERED AS A DEED by

LXI FINCO 2 LIMITED

acting by _____

in the presence of:

(Director)

Witness signature

Name:

Address:

Occupation:

The Security Agent

SIGNED for and on behalf of

LLOYDS BANK PLC

acting by its duly authorised officer



(Authorised Officer)