



Registration of a Charge

Company Name: **EVERGREEN DEVELOPMENTS HOLDINGS LTD**

Company Number: **14687814**



Received for filing in Electronic Format on the: **03/08/2023**

XC950PNS

Details of Charge

Date of creation: **02/08/2023**

Charge code: **1468 7814 0002**

Persons entitled: **JULIAN HODGE BANK LIMITED**

Brief description: **(1) LAND AT CHANCERY COTTAGE, LINTON ROAD, GORSLEY, HEREFORDSHIRE HR9 7SH; AND (2) ALL ITS INTELLECTUAL PROPERTY (AS DEFINED THEREIN).**

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:

GELDARDS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 14687814

Charge code: 1468 7814 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd August 2023 and created by EVERGREEN DEVELOPMENTS HOLDINGS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd August 2023 .

Given at Companies House, Cardiff on 4th August 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: 2 August 2023 2023


(1) EVERGREEN DEVELOPMENTS HOLDINGS LTD as Chargor

(2) JULIAN HODGE BANK LIMITED as Lender

Debenture

We hereby certify that this is a true and
accurate copy of the original.

Dated this 3 day of AUGUST 2023



GELDARDS LLP
4 CAPITAL QUARTER
TYNDALL STREET
CARDIFF CF10 4BZ

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THIS DEED is made on

2 August 2023

between:

- (1) **EVERGREEN DEVELOPMENTS HOLDINGS LTD** registered in England and Wales (registered number 14687814) at Cleeve Mill Garage, Cleeve Mill Business Park, Newent GL18 1EP (the "Chargor"); and
- (2) **JULIAN HODGE BANK LIMITED**, registered in England and Wales (registered number 00743437) of One Central Square, Cardiff, South Glamorgan, CF10 1PS (the "Lender").

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"Acquisition Documents" means any sale and purchase agreement, the Transfer and any other documents entered into or to be entered into by the Chargor in respect of the acquisition of the Property, including, without limitation, those set out in Part II of Schedule 1.

"Bank Account" means all current, deposit or other accounts maintained by the Chargor with any bank, financial institution or other person.

"Book Debts" means, in relation to the Chargor, all book and other debts, revenues and monetary claims of or owing to, or other amounts recoverable or receivable by, the Chargor and any rights or claims of the Chargor in respect of such debts, revenues and monetary claims.

"Construction Document" means any building contracts, professional appointments, collateral warranties, sub-contracts, performance bonds, guarantees and other contracts entered into or to be entered into by and/or in favour of the Chargor in respect of the Property, including (without limitation), those set out in Part II of Schedule 1.

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

"Expenses" means all fees, discounts, commissions and other banking charges, legal and professional fees and unpaid interest and all other expenses and costs, on a full indemnity basis, together with value added tax, incurred in connection with:

- (a) the Secured Property;
- (b) the preparation, negotiation and creation of this Deed;
- (c) taking, perfecting, enforcing or exercising any power under this Deed; or
- (d) any breach of any provision of and the protection, realisation or enforcement of this Deed.

"Facility Letter" means the loan facility letter (incorporating the Terms) dated on or around the date of this Deed between the Borrower and the Lender and any other agreements from time to time entered into between the Chargor and the Lender for the provision of loan or other facilities to the Chargor.

"Floating Charge Asset" means, at any time, any Secured Property which, at that time, is the subject of the floating charge created by this Deed.

"Headlease" means a lease under which the Chargor holds title to all or any part of the Property.

"Insolvency Act" means the Insolvency Act 1986.

"Insolvency Event" means any corporate action, legal proceedings or other procedure or step is taken in relation to:

- (a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Chargor;
- (b) a composition, compromise, assignment or arrangement with any creditor of the Chargor;
- (c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Chargor or any of its assets; or
- (d) the enforcement of any Security over any assets of the Chargor,

or any analogous procedure or step is taken in any jurisdiction.

"Insurance Policy" means any contract or policy of insurance in which the Chargor may at any time have an interest relating to any Secured Property.

"Insurance Proceeds" means the proceeds of any Insurance Policy.

"Intellectual Property" means (a) all rights in confidential information, copyright and like rights, database rights, design rights, rights in design, knowhow, rights in inventions, patents, service marks, trademarks and all other intellectual property rights and interests, whether registered (or the subject of an application for registration) or un-registered and (b) the benefit of any applications and rights to use such assets, in each case throughout the world now and in the future.

"Investments" means all stocks, shares, bonds, securities or investments owned by the Chargor.

"Lease" means any lease, agreement for lease, licence or other occupational interest subject to which the Chargor's interest in the Property is held now or in the future including any guarantee and rent deposit arrangements entered into under the terms thereof.

"LPA" means the Law of Property Act 1925.

"Party" means a party to this Deed.

"Quasi-Security" means an arrangement or transaction whereby the Chargor:

- (a) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or may be leased to or re-acquired by the Chargor;
- (b) sells, transfers or otherwise disposes of any of its receivables on recourse terms;
- (c) enters into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- (d) enters into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

"Real Property" means:

- (a) all estates or interests in any freehold or leasehold property;

- (b) any buildings, fixtures, fittings, fixed plant or machinery at any time situated on or forming part of that property;
- (c) all easements, rights, agreements and other benefits in respect of that property; and
- (d) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Secured Property (whether sole, joint and/or several and including any substitute).

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale, agreement for lease, leases or licence in respect of that asset (including any right to any rent or licence fee payment);
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, Security, guarantees, indemnities or covenants for title in respect of that asset;
- (d) the benefit of all Authorisations in respect of, or the Chargor's use of, that asset; and
- (e) all monies and proceeds paid or payable in respect of that asset,

both present and future (including all rights against any trustee, nominee, fiduciary or clearing system).

"Rental Income" means the aggregate of all amounts paid or payable to or for the account of the Chargor in connection with the letting, licence or grant of other rights of use or occupation of any part of any Real Property, including each of the following amounts:

- (a) rent, licence fees and equivalent amounts paid or payable;
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations;
- (c) a sum equal to any apportionment of rent allowed in favour of the Chargor;
- (d) any other moneys paid or payable in respect of occupation and/or usage of that Real Property and any fixture and fitting on that Real Property including any fixture or fitting on that Real Property for display or advertisement, on licence or otherwise;
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent;
- (f) any sum paid or payable, or the value of any consideration given, for the grant, surrender, amendment, supplement, waiver, extension or release of any Lease;
- (g) any sum paid or payable in respect of a breach of covenant or dilapidations under any Lease;
- (h) any sum paid or payable by or distribution received or receivable from any guarantor of any tenant under any Lease;

- (i) any amount paid or payable to the Chargor by any tenant under a Lease or any other occupier of that Real Property, by way of VAT or contribution to ground rent, insurance premium, the cost of an insurance valuation, a service or other charge in respect of the Chargor's costs in connection with any management, repair, maintenance or similar obligation or in providing services to a tenant of, or with respect to, that Real Property or a reserve or sinking fund; and
- (j) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by the Chargor.

"Sale Agreement" has the meaning given to such term in the Facility Letter.

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly or with any other person, whether as principal or surety or in any other capacity whatsoever) due, owing or incurred (before or after demand) of the Chargor to the Lender in any manner, together with interest (both before and after judgment) up to the date of payment at such rates and on such terms as may be agreed together with fees and other expenses and charges and all legal and other costs in relation to any such liabilities.

"Secured Property" means the assets, property, rights and revenues of the Chargor which from time to time are, or are expressed to be, the subject of any Security created by this Deed.

"Terms" has the meaning given to it in the Facility Letter.

"Transaction Document" means:

- (a) where applicable each Acquisition Document;
- (b) each Construction Document;
- (c) where applicable each Lease;
- (d) where applicable each Sale Agreement;
- (e) where applicable each Headlease; and
- (f) any other document listed or described in Part II of Schedule 1.

"Transfer" means the Land Registry Form TR1 and/or any other Instrument of transfer by which the Property is, or is to be, transferred to the Chargor.

1.2 Construction

- 1.2.1 Unless the contrary intention is expressed, all defined terms in the Facility Letter have the same meaning in this Deed.
- 1.2.2 The interpretation provisions set out in paragraph 8.2 of the Terms shall apply equally to this Deed mutatis mutandis.
- 1.2.3 If any provision of this Deed shall conflict with any term of the Facility Letter then the relevant term of the Facility Letter shall prevail.
- 1.2.4 Unless a contrary indication appears, any reference in this Deed to:
 - 1.2.4.1 the **"Lender"**, the **"Chargor"** or any **"Party"** shall be construed so as to include its successors in title, permitted assigns, permitted assignees and permitted transferees;

1.2.4.2 an **account** is a reference to that account as re-designated, re-numbered, substituted or replaced from time to time;

1.2.4.3 a **tenant** of any property includes any sub-tenant, licensee or other user or occupier of that property;

1.2.5 Where this Deed includes the words **including, in particular or otherwise** (or similar words or phrases), the intention is to state examples and not to be exhaustive.

1.2.6 References to any Security **created by this Deed** are to be deemed to include such Security created or intended to be created, constituted, given, made or extended by, under or evidenced by this Deed.

1.2.7 References to **indemnify** means to indemnify against all actions, claims, demands and proceedings taken or made against the Lender or any Receiver and all costs, damages, expenses, liabilities and losses incurred by the Lender or any Receiver.

1.3 **Incorporation of other terms**

The terms of the other Finance Documents and of any other agreement or document between any of the parties to this Deed are incorporated into this Deed to the extent required to comply with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 **Third party rights**

1.4.1 Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or enjoy the benefit of any term of this Deed.

1.4.2 Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.

1.4.3 Any Receiver or Delegate may, subject to this Clause 1.4 and the Third Parties Act, rely on any clause of this Deed which expressly confers rights on it.

2. **COVENANT TO PAY**

The Chargor, covenants with the Lender to pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

3. **GRANT OF SECURITY**

3.1 **Mortgage**

The Chargor charges by way of legal mortgage:

3.1.1 all its Real Property described in Part I of Schedule 1 (*Details of Secured Property*); and

3.1.2 all its other Real Property (if any) as at the date of this Deed.

3.2 **Fixed charges**

The Chargor charges by way of fixed charge:

3.2.1 all its Real Property acquired after the date of this Deed;

- 3.2.2 all fixtures, fittings, plant, machinery, manuals and other chattels present and future in respect of any Secured Property and all guarantees and warranties in respect of any of them;
- 3.2.3 all its Insurance Policies and Insurance Proceeds, to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- 3.2.4 all its rights in and under any Transaction Documents, including any listed in Part II of Schedule 1 (*Details of Secured Property*), to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- 3.2.5 all Rental Income to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- 3.2.6 all its Net Sale Proceeds, to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- 3.2.7 all its Bank Accounts maintained with any bank, financial institution or other person and all monies (including interest) at any time standing to the credit of such account to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- 3.2.8 all its Book Debts, to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- 3.2.9 all its Investments;
- 3.2.10 all its goodwill and uncalled capital;
- 3.2.11 all its Intellectual Property;
- 3.2.12 all and any agreements to which it may be party, to the extent not effectively assigned under Clause 3.3 (*Assignment*); and
- 3.2.13 all Related Rights in respect of the above.

3.3 Assignment

The Chargor assigns by way of security:

- 3.3.1 all its Insurance Policies and Insurance Proceeds;
- 3.3.2 all its rights in and under the Transaction Documents (including, without limitation, with respect to any Lease, the right to receive any Rental Income under that Lease);
- 3.3.3 all Net Sale Proceeds;
- 3.3.4 all its Bank Accounts maintained with any bank, financial institution or other person and all monies (including interest) at any time standing to the credit of such account;
- 3.3.5 all its Book Debts;
- 3.3.6 any other agreement to which it is a party which has been given in the Chargor's favour or of which it has the benefit; and
- 3.3.7 any agreement in, under or to which it has any right, benefit or interest in by virtue of the Third Parties Act; and

3.3.8 all Related Rights in respect of the above.

3.4 Floating charge

3.4.1 The Chargor charges by way of floating charge all its assets and undertaking not at any time effectively mortgaged under Clause 3.1 (*Mortgage*), charged under Clause 3.2 (*Fixed charges*) or assigned under Clause 3.3 (*Assignment*).

3.4.2 Paragraph 14 of Schedule B1 of the Insolvency Act applies to the floating charge created by this Deed.

3.5 General

All Security created by this Deed:

3.5.1 is created in favour of the Lender;

3.5.2 unless specifically stated otherwise, is created over the present and future assets of the Chargor to the extent of its rights, title and interest in, under and to such assets at any time; and

3.5.3 is created with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

3.6 Continuing security

The Security created by this Deed is continuing security for the payment and discharge of the Secured Liabilities. The provisions of this Deed will apply at all times:

3.6.1 regardless of the date on which any of the Secured Liabilities were incurred;

3.6.2 notwithstanding any intermediate payment or discharge; and

3.6.3 in respect of the full amount of the Secured Liabilities at the relevant time even if the amount of the Secured Liabilities had previously been less than that amount or had been nil at any time.

3.7 Additional security

The Security created by this Deed is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by the Lender. No prior Security held by the Lender over the whole or any of the Secured Property will merge with the Security created by this Deed.

3.8 Validity of details of Secured Property

The fact that incorrect or incomplete details of any Secured Property are included or inserted in any Schedule will not affect the validity or enforceability of the Security created by this Deed.

4. CONVERSION OF FLOATING CHARGE

4.1 Conversion by notice

The Lender may, by notice to the Chargor, crystallise and convert the floating charge created by the Chargor under this Deed into a fixed charge over any or all of the Chargor's Floating Charge Assets if:

4.1.1 a Default occurs which is continuing;

- 4.1.2 the Lender becomes aware of any intention or proposal to appoint a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Chargor or any of its assets; or
- 4.1.3 the Lender considers that any Floating Charge Asset is in danger of being seized, attached, charged or sold under any legal process, or such assets are otherwise in jeopardy.

4.2 Automatic conversion

- 4.2.1 The floating charge created by the Chargor under this Deed will automatically crystallise and convert into fixed charges over the relevant Floating Charge Assets if:
 - 4.2.1.1 any Insolvency Event occurs;
 - 4.2.1.2 the Chargor creates or purports to create any Security or Quasi-Security over any Secured Property in breach of any of the Finance Documents;
 - 4.2.1.3 any person levies (or attempts to levy) any distress, attachment, execution, or other process against all or any part of the Secured Property; or
 - 4.2.1.4 the Chargor disposes, or attempts to dispose of, all or any part of the Secured Property (other than Secured Property that is only subject to the floating charge whilst it remains uncrystallised).

4.3 Part A Moratorium

- 4.3.1 Subject to Clause 4.3.2 below, no floating charge created by this Deed will crystallise and convert into a fixed charge solely by reason of a moratorium being obtained under Part A1 of the Insolvency Act (or anything being done with a view to obtaining a moratorium).
- 4.3.2 Clause 4.3.1 above does not apply to a floating charge referred to in section A52(4) of Part A1 of the Insolvency Act.

5. UNDERTAKINGS

The undertakings in this Clause 5 remain in force from the date of this Deed for so long as any Secured Liabilities are outstanding to the Lender.

5.1 Negative pledge

The Chargor may not create or permit to subsist any Security over any of its assets, other than any Security created under a Finance Document and in favour of the Lender, except with the prior written consent of the Lender.

5.2 Disposals and dealings

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) to sell, transfer, grant, lease, licence, enter into any agreement for lease, accept a surrender or otherwise dispose of any of its assets or the Property or create or grant (or purport to create or grant) any interest in the Secured Property in favour of a third party, without the consent of the Lender, other than as expressly permitted under the terms of the Facility Letter.

5.3 Insurance of the Property

5.3.1 The Chargor is to insure the buildings and fixed plant, machinery and fixtures forming part of the Secured Property in accordance with, and upon the terms of, the Facility Letter.

5.3.2 If title to any Real Property is leasehold and insurance of the Property is the obligation of the landlord of the Real Property under the Lease then, if the Chargor procures due compliance by the landlord with its insuring obligations under the Lease, the Chargor will be deemed to have complied with its obligations under Clause 5.3.1 in relation to the Real Property.

5.4 Repair and condition of the Property

Except for that part of the Property being developed in accordance with the Facility Letter, the Chargor is to keep all buildings, plant, machinery, fixtures and fittings on the Property and ensure that the Secured Property is in, and maintained in good substantial repair and condition and, as appropriate, in good working order.

5.5 Rights of access

The Chargor is to permit the Lender, any person appointed by the Lender and any Receiver, without the Lender becoming liable to account as mortgagee in possession (at reasonable times and on reasonable notice) to enter and remain on the Property and Development with or without workmen or plant and materials to carry out any inspection, survey or valuation of the Secured Property or Development or to ascertain whether any breach of the covenants in this Clause 5 have occurred and to remedy, at the Chargor's cost, any breach of these covenants which have occurred.

5.6 Statutory requirements

The Chargor is to comply with all statutory and other requirements affecting the Secured Property.

5.7 Covenants and conditions

5.7.1 The Chargor must exercise its rights and comply in all respects with any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Secured Property.

5.7.2 The Chargor may not agree to any amendment, supplement, waiver, surrender or release of any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Secured Property (if any).

5.8 Taxes and outgoings

The Chargor is punctually to pay and indemnify the Lender and any Receiver against all existing and future rents, taxes, rates, duties, fees, renewal fees, charges, assessments, impositions and outgoings whatsoever, whether imposed by deed or statute or otherwise and whether in the nature of capital or revenue and of a wholly novel character, which now or at any time during the continuance of this Deed are properly payable in respect of the Secured Property or by the owner or occupier of the Secured Property.

5.9 Expenses

The Chargor is to pay all Expenses due to the Lender on demand. If the Chargor does not do so, the Expenses will bear interest of 3% (three per cent) from and including the date of demand to and including the date of actual payment.

5.10 Notices to be given by Chargor

5.10.1 The Chargor shall serve the following notices duly executed on behalf of, the Chargor:

- 5.10.1.1 on each counterparty to a Transaction Document listed in Part II of Schedule 1, promptly after the date of this Deed, (unless otherwise directed by the Lender), in the form set out in Part I of Schedule 2 and procure that each counterparty promptly acknowledges such notice in the form set out in Part II of Schedule 2;
- 5.10.1.2 on each insurer under an Insurance Policy, promptly upon the request of the Lender from time to time in the form set out in Part I of Schedule 3 and procure that each counterparty promptly acknowledges such notice in the form set out in Part II of Schedule 3;
- 5.10.1.3 on each bank, financial institution or other person (other than the Lender) with whom the Chargor holds an Account, promptly upon the request of the Lender from time to time in the form set out in Part I of Schedule 4 and procure that each counterparty promptly acknowledges such notice in the form set out in Part II of Schedule 4; and
- 5.10.1.4 in respect of any other asset which is subject of an assignment under Clause 3.3 (*Assignment*), on each counterparty to such assigned asset, promptly upon the request of the Lender from time to time in the form approved by the Lender and procure that each counterparty promptly acknowledges such notice in the form approved by the Lender.

5.10.2 The execution of this Deed by the Chargor and the Lender shall constitute notice to the Lender of the charge created over any Account opened or maintained with the Lender.

5.11 Secured Property

The Chargor shall:

- 5.11.1 on the date of this Deed (in the case of its Secured Property existing on the date of this Deed), on the date of acquisition or receipt by it of any Secured Property (in the case of any Secured Property acquired or received by it after the date of this Deed) and, at any other time, promptly upon request by the Lender, deposit with the Lender:
 - 5.11.1.1 all documents of title or other evidence of ownership relating to its Secured Property;
 - 5.11.1.2 all stock and share certificates and all stock transfer forms relating to the relevant Investments duly completed and executed by or on behalf of the Chargor but with the name of the transferee, the consideration and the date left blank; and
 - 5.11.1.3 such deeds, certificates and documents relating to its Secured Property as the Lender may reasonably request (including copies of all Transaction Documents, certified as true copies by either a director of the Chargor or by the Chargor's solicitors and each Insurance Policy);
- 5.11.2 promptly upon request by the Lender affix to and maintain on such of its plant, machinery, fixtures, fittings, vehicles or other equipment as the Lender may require, a clearly legible identification plate stating that the asset has been charged to the Lender, in a form acceptable to the Lender;

- 5.11.3 promptly supply to the Lender such further information regarding its Secured Property as the Lender may reasonably request;
- 5.11.4 procure the prompt observance and performance of the covenants and other obligations imposed on the Chargor's counterparties (including each counterparty to a Transaction Document) and enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Property that the Lender may require from time to time; and
- 5.11.5 not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender, or materially diminish the value of any of the Secured Property or the effectiveness of the security created by this Deed.

5.12 Real Property Restriction

The Chargor shall ensure that a restriction in the following terms is entered on the register of the title of its Real Property at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 2 August 2023 ~~(DATE OF DEBENTURE)~~ in favour of Julian Hodge Bank Limited referred to in the charges register, or its conveyancer",

together with, where applicable, notice of any obligation on the Lender to make further advances under the terms of the Finance Documents. The Chargor shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

5.13 Investments

- 5.13.1 The Chargor represents and warrants to the Lender as at the date of this Deed and for so long as any Secured Liabilities are outstanding to the Lender that:
 - 5.13.1.1 the constitutional documents of the Borrower do not and could not restrict or inhibit any transfer of the shares of the Chargor on creation or enforcement of the security conferred by the Security Documents.
 - 5.13.1.2 the shares in the capital of the Borrower are fully paid and are not subject to any option to purchase or similar rights.
- 5.13.2 The Chargor may not:
 - 5.13.2.1 take or permit the taking of any action which may adversely affect the value of any of its Investments, prejudice the interests of the Lender or result in the rights attaching to any of its Investments being altered or diluted; or
 - 5.13.2.2 except where the Lender so requires or permits, nominate another person to enjoy or exercise any of its rights in relation to any of its Investments.
- 5.13.3 Subject to Clause 5.13.1 and any restriction or prohibition in any Finance Document and provided that no Event of Default is continuing, the Chargor may:
 - 5.13.3.1 receive and retain all dividends or other income paid or payable in respect of its Investments; and
 - 5.13.3.2 exercise all voting and other rights attaching to its Investments.

5.13.4 While any Event of Default is continuing, the Chargor shall:

- 5.13.4.1** hold any dividends or other income received in respect of the Investments on trust for the Lender and pay such amounts into a separate account or otherwise as the Lender may direct; and
- 5.13.4.2** exercise all voting and other rights attaching to the Investments as the Lender may direct.

5.14 Transaction Documents

The Chargor shall (unless the Lender agrees otherwise in writing):

- 15.14.1** comply with the terms of each Transaction Document and any other document, agreement or arrangement comprising the Secured Property.
- 15.14.2** not, (unless the Lender agrees otherwise in writing):
 - 15.14.2.1** amend or vary or agree to any change in, or waive any requirement of or its rights under;
 - 15.14.2.2** settle, compromise, terminate, rescind or discharge (except by performance);
 - 15.14.2.3** abandon, waive, dismiss, release or discharge any action, claim or proceedings against any counterparty to a Transaction Document or other person in connection with,

any Transaction Document or any other document, agreement or arrangement comprising the Secured Property.

5.15 Book Debts

The Chargor shall:

- 5.15.1** promptly collect each Book Debt when due for payment;
- 5.15.2** promptly take and pursue all action necessary to recover any Book Debts which are not paid when due in accordance, if applicable, with any instructions from the Lender;
- 5.15.3** not agree to waive, postpone, set-off or settle any Book Debt for less than par value, other than with the prior written consent of the Lender; and
- 5.15.4** immediately upon receipt, pay all amounts received in respect of any Book Debts in accordance with the application of proceeds under the terms of the Finance Documents and, pending such payment, hold such amounts on trust for the Lender.

5.16 Further assurance

- 5.16.1** The Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender may reasonably specify (and in such form as the Lender may reasonably require):
 - 5.16.1.1** to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by this Deed (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the Secured Property) or for the exercise

of any rights, powers and remedies of the Lender provided by or pursuant to the Finance Documents or by law;

5.16.1.2 to confer on the Lender, Security over any property and assets of the Borrower located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed; and/or

5.16.1.3 (if an Event of Default is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of this Deed.

5.16.2 The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Lender by or pursuant to this Deed.

5.17 Power to remedy

If the Chargor fails to perform any obligations affecting the Secured Property under this Deed, it must allow the Lender or its agents and contractors to enter any part of the Secured Property and to take any action that the Lender may reasonably consider necessary or desirable to prevent or remedy any breach of any term or to comply with or object to any notice, and it must immediately on request by the Lender pay the costs and expenses of the Lender or its agents and contractors incurred in connection with any action taken by it under this paragraph 5.17.

5.18 Power of attorney

5.18.1 As security for the performance of its obligations under this Deed, the Chargor irrevocably and severally appoints the Lender, each Receiver and each Delegate to be its attorney, with full power of substitution.

5.18.2 Each attorney may, in the name of the Chargor and on its behalf and at its expense, do anything which the Chargor is obliged to do under any Finance Document to which it is a party but has failed to do or which the Lender, Receiver or Delegate may in their absolute discretion consider appropriate in connection with the exercise of any of their rights, powers, authorities or discretions in relation to the Secured Property or under or otherwise for the purposes of any Finance Document or any law or regulation.

5.18.3 The Chargor ratifies and confirms anything done by any attorney under this Clause 5.18. The Chargor agrees to indemnify each attorney against all actions, claims, demands and proceedings taken or made against it and all costs, damages, expenses, liabilities and losses incurred by each attorney as a result of or in connection with anything lawfully done by it under or in connection with this power of attorney.

6. RIGHTS OF ENFORCEMENT

6.1 Secured Liabilities deemed payable

For the purposes of all rights and powers implied by statute, the Secured Liabilities are deemed to be due and payable on the date of this Deed.

6.2 When the Security is enforceable

The Security created by this Deed is enforceable at any time while an Event of Default is continuing or, at the Lender's discretion, at the request of the Chargor.

6.3 Enforcement powers

At any time (a) when the Security created by this Deed becomes enforceable or (b) following a request by the Chargor, the Lender may, without further notice:

- 6.3.1 appropriate, realise or transfer, including to itself or to any other person, all or any part of the Secured Property;
- 6.3.2 appoint one or more persons to be a Receiver of all or any part of the Secured Property;
- 6.3.3 appoint an administrator of the Chargor;
- 6.3.4 exercise any of the powers, authorities and discretions conferred on mortgagees, administrators or receivers, under the LPA, the Insolvency Act, any other legislation or regulation or under this Deed; and/or
- 6.3.5 take such further action as it sees fit to enforce all or any part of the Security created by this Deed.

6.4 Rights in relation to a Receiver

The Lender may remove any Receiver appointed under this Deed, appoint another person as Receiver or appoint additional Receivers. If more than one Receiver is appointed, the Receivers may act jointly or severally or individually. Each Receiver will be deemed to be the agent of the Chargor who alone will be responsible for the acts and defaults of the Receiver and for any liabilities incurred by the Receiver. The Lender will not be responsible for any misconduct, negligence or default of any Receiver. The Lender may fix the remuneration of a Receiver which will be payable by the Chargor and form part of the Secured Liabilities.

6.5 Redemption of prior Security

Where there is any Security created over any of the Secured Property which ranks in priority to the Security created by this Deed and:

- 6.5.1 the Security created by this Deed becomes enforceable; and/or
- 6.5.2 the holder of such other Security takes any steps to enforce that Security,

the Lender or any Receiver may, at its sole discretion and at the cost and expense of the Chargor, redeem, take a transfer of and/or repay the indebtedness secured by such other Security. All amounts paid by the Lender or a Receiver under this Clause 6.5 will form part of the Secured Liabilities.

6.6 Appropriation of payments

Any appropriation by the Lender or a Receiver under this Deed will override any appropriation by the Chargor.

6.7 Financial collateral

- 6.7.1 To the extent that any of the assets mortgaged, assigned or charged under this Deed constitute "financial collateral" and this Deed constitutes a "financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "FC Regulations")), the Lender will have the right at any time when such Security created under this Deed is enforceable to appropriate all or any part of that financial collateral in such manner as it sees fit in or towards the satisfaction of the Secured Liabilities.
- 6.7.2 Where any financial collateral is appropriated, its value shall be:
 - 6.7.2.1 in the case of cash, its face value at the time of the appropriation;

6.7.2.2 if the financial collateral is listed or traded on a recognised exchange, the value at which it could have been sold on that exchange at the time of appropriation; and

6.7.2.3 in any other case, the amount reasonably determined by the Lender by such process as it may select, including independent valuation,

and the Chargor agrees that the method of valuation provided for in this Clause 6.7.2 is commercially reasonable for the purposes of the FC Regulations.

6.8 Demands

Any demand for payment made by the Lender shall be valid and effective even if it contains no statement of the relevant Secured Liabilities or an inaccurate or incomplete statement of them.

7. POWERS OF THE LENDER AND A RECEIVER

7.1 General powers

The Lender (without becoming a mortgagee in possession) and/or any Receiver (without personal liability) will have:

7.1.1 the rights, powers, privileges and immunities conferred on receivers, receivers and managers and mortgagees in possession under the LPA;

7.1.2 the rights, powers, privileges and immunities conferred on administrative receivers (whether or not the Lender or that Receiver is an administrative receiver) under the Insolvency Act;

7.1.3 the powers and rights specified in this Deed; and

7.1.4 all other rights, powers, privileges and immunities conferred by law or regulation on receivers, receivers and managers, mortgagees in possession and administrative receivers,

and may exercise them in the name of the Chargor and in such manner and on such terms as the person exercising them shall in its sole absolute discretion consider appropriate.

7.2 Specific powers

The rights, powers and remedies provided in this Deed are in addition to any rights, powers and remedies under law or regulation. The Lender and any Receiver will have the following additional powers:

7.2.1 to carry on, manage, develop, reconstruct, amalgamate, diversify and/or conduct the business of the Chargor in all respects and for such purpose to:

7.2.1.1 enter upon and take possession, get in, collect or otherwise assume control in respect of all or any of the Secured Property; and/or

7.2.1.2 acquire any property, chattels, plant, machinery and materials;

7.2.2 to compromise any claim relating to the Secured Property;

7.2.3 to borrow, raise or advance money whether or not in priority to the Secured Liabilities and with or without Security;

7.2.4 to assume and exercise all or any of the power and rights conferred on the Chargor in respect of its value added tax status, liabilities, advantages or arrangements;

- 7.2.5 to:
 - 7.2.5.1 enter into, adopt and/or terminate any contract of employment; and
 - 7.2.5.2 employ solicitors, architects, surveyors, quantity surveyors, estate agents, contractors, builders, workmen and others;
- 7.2.6 to enter upon and take possession of, get in, use and/or collect any Secured Property;
- 7.2.7 to pay any rent or other outgoings and payments charged on or otherwise relating to the Secured Property or their ownership, occupation or use;
- 7.2.8 to give receipts and releases for any sums received;
- 7.2.9 to undertake any works, demolition, building, reconstruction, improvement, repair or decoration in respect of any of the Secured Property which consist of property, buildings, structures, plant, machinery or equipment as it thinks fit and whether or not in accordance with any obligations imposed by the Facility Letter;
- 7.2.10 to assume, exercise, cancel and/or vary all or any of the powers and rights conferred on the Chargor under any Secured Property;
- 7.2.11 to effect insurances on such terms as it thinks fit;
- 7.2.12 to obtain all necessary planning permissions, building regulation approvals and other permissions, consents or licences in relation to any development or use of the Secured Property;
- 7.2.13 to acquire any adjoining property and/or easements, interests or estates in property and to grant easements and rights;
- 7.2.14 to negotiate, and conclude reviews of rent and otherwise deal in relation to the Leases and the tenants' and guarantors' respective obligations under them;
- 7.2.15 to sell or otherwise realise and deal with, and transfer title to, the Secured Property, in return for such consideration as it thinks fit and whether or not:
 - 7.2.15.1 for immediate or deferred consideration;
 - 7.2.15.2 in return for a single payment or instalments; and
 - 7.2.15.3 for consideration wholly or partly in cash, property or securities in whatever form,

and in all cases the terms of which shall bind any subsequent mortgagee;
- 7.2.16 to grant, create or surrender any lease, tenancy, licence or other agreement relating to the disposal of or other dealing with the Secured Property on such terms as it thinks fit and:
 - 7.2.16.1 with or without any rent, review of rent, fine or premium; and
 - 7.2.16.2 whether absolutely or for a term,

and in all cases the terms of which shall bind any subsequent mortgagee;
- 7.2.17 the power to do or omit to do anything which the Chargor could do or omit to do in relation to the Secured Property which is the subject of the appointment;

- 7.2.18 the power to do all other acts and things which the Lender or Receiver may consider desirable or necessary for realising any of the Secured Property or incidental or conducive to any of the rights, powers and discretions conferred on the Lender or a Receiver under this Deed or by law or regulation; and
- 7.2.19 the power to use the Chargor's name for all the above purposes.

7.3 Variation of statutory powers

The following statutory provisions do not apply to this Deed or any Security created by this Deed:

- 7.3.1 the restriction on the consolidation of mortgages in section 93 of the LPA;
- 7.3.2 the restrictions on the power to grant or accept the surrender of leases in sections 99 and 100 of the LPA;
- 7.3.3 the conditions to the exercise of a power of sale in section 103 of the LPA;
- 7.3.4 the restrictions on the application of proceeds by a mortgagee or receiver in sections 105, 107(2) and 109(8) of the LPA; and
- 7.3.5 the restrictions on the appointment of a receiver in section 109(1) of the LPA and the provisions regarding a receiver's remuneration in section 109(6) of the LPA.

8. APPLICATION OF PROCEEDS

8.1 Order of priority

Subject to sums secured by any Security having priority to the Security created by this Deed, all amounts received by the Lender or a Receiver in connection with the enforcement of this Deed will (subject as follows) be applied, to the extent permitted by applicable law, in the following order, in payment:

- 8.1.1 **first**, of all fees, costs, charges, taxes, liabilities and expenses in relation to any enforcement of this Deed (including in relation to any Receiver whether on its own behalf or on behalf of the Chargor or otherwise); and
- 8.1.2 **secondly**, to the Lender for distribution in accordance with the provisions of paragraph 7.7 of the Terms.

8.2 New accounts

If at any time:

- 8.2.1 any of the Chargor's obligations cease to be continuing obligations for any reason; or
- 8.2.2 the Lender receives or is deemed to have received notice of subsequent Security over any of the Secured Property,

the Lender may open a new account with the Chargor. If the Lender does not open a new account, it will be treated as having done so at the time when the Chargor's obligations cease to be continuing obligations or, as the case may be, the relevant notice of subsequent security was received and, as from that time, all payments made by or on behalf of the Chargor to the Lender will be credited or be treated as having been credited to the relevant new account and not as having been applied in discharge of the Secured Liabilities.

8.3 Release of Secured Property

If the Lender is satisfied that all the Secured Liabilities have, subject to Clauses 11.1 (*Reinstatement*) and 11.2 (*Avoidable payments*), been unconditionally and irrevocably paid and discharged in full and all facilities which might give rise to Secured Liabilities terminated, the Lender will, at the request and cost of the Chargor, execute such documents and take such steps necessary to release the Secured Property from the Security created by this Deed.

9. PROTECTION OF THIRD PARTIES

9.1 No buyer from, or other person dealing with the Lender or a Receiver, will be concerned to enquire whether:

- 9.1.1 any money remains due under the Finance Documents;
- 9.1.2 any power which the Lender or a Receiver is purporting to exercise has arisen or become exercisable; or
- 9.1.3 the Lender or any Receiver is validly appointed and acting within its powers in accordance with this Deed.

9.2 The receipt of the Lender or any Receiver will be an absolute and conclusive discharge to a purchaser of any of the Secured Property who will have no obligation to enquire how any monies are applied.

10. PROTECTION OF LENDER

10.1 No liability as mortgagee in possession

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

10.2 Tacking

The Security created by this Deed is intended to secure any further advances which the Lender is obliged to make under the Finance Documents.

10.3 Discretion of the Lender

The Lender is entitled to exercise its rights, powers and discretions under this Deed in accordance with the terms of the Finance Documents and the Chargor has no right to control or restrict the Lender's exercise of any of its rights, powers or discretions under this Deed.

10.4 Liability for loss and damage

Neither the Lender nor any Receiver will be liable to the Chargor for any loss or damage incurred by the Chargor arising out of the exercise of their respective powers or any attempt or failure to exercise those powers.

10.5 Chargor's indemnity

The Chargor agrees with the Lender to indemnify the Lender and any Receiver in respect of:

- 10.5.1 any costs, expenses and liabilities incurred in relation to the exercise of the powers of the Lender or the Receiver or any attempt or failure to exercise any powers under or in connection with this Deed; and
- 10.5.2 anything done or omitted to be done in the exercise or purported exercise of the powers under this Deed or under any appointment duly made under the provisions of this Deed.

11. SAVING PROVISIONS

11.1 Reinstatement

If, at any time, there has been a release, settlement or discharge of the Chargor's obligations under this Deed and, as a consequence of any Insolvency Event or for any other reason:

- 11.1.1 any payment made to any person in respect of any of the Secured Liabilities is required to be repaid; and/or
- 11.1.2 any Security (or other right) held by the Lender in respect of any of the Secured Liabilities (whether under this Deed or otherwise) is declared void, is set aside or is otherwise affected,

then the Chargor's obligations under this Deed will continue in effect as if there had been no such release, settlement or discharge and as if the relevant payment had not been made and/or (as applicable) the relevant obligation or Security (or other right) had not been so affected and accordingly (but without limiting the Lender's other rights under this Deed) the Lender will be entitled to recover from the Chargor the value which the Lender has placed upon such Security (or other right) or the amount of any such payment as if such release, settlement or discharge had not occurred.

11.2 Avoidable payments

If the Lender, acting reasonably, considers that any amount paid by or on behalf of the Chargor in respect of the Secured Liabilities is capable of being avoided, set aside or ordered to be refunded or reduced for any reason then, for the purposes of this Deed, such amount will not be considered to have been irrevocably paid.

11.3 Waiver of defences

The obligations of the Chargor under this Deed and the Security created by this Deed will not be affected by any act, omission, matter or thing which, but for this Clause 11.3, would reduce, release or prejudice any of its obligations under this Deed or the Security created by this Deed (without limitation and whether or not known to it or the Lender) including:

- 11.3.1 any time, waiver or consent granted to, or composition with, the Chargor, or other person or the release of any such composition or arrangement;
- 11.3.2 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Chargor, or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- 11.3.3 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor, or any other person;
- 11.3.4 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- 11.3.5 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- 11.3.6 any insolvency or similar proceedings.

11.4 Chargor Intent

Without prejudice to the generality of Clause 11.3 (*Waiver of defences*), the Chargor expressly confirms that it intends that the Security created by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: acquisitions of any nature; increasing working capital; enabling distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any facility or amount might be made available from time to time and any fees, costs and/or expenses associated with any of the foregoing.

11.5 Immediate recourse

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

11.6 Appropriations

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

11.6.1 refrain from applying or enforcing any other moneys, security or rights held or received by the Lender (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same; and

11.6.2 hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Deed.

12. CHANGES TO THE PARTIES**12.1 No assignment by Chargor**

The Chargor may not assign, transfer or otherwise dispose of all or any of its rights, obligations or benefits under this Deed.

12.2 Assignment by Lender

The Lender may assign any of its rights or transfer any of its rights, benefits or obligations under this Deed in accordance with the terms of the Finance Documents.

13. MISCELLANEOUS

13.1 The illegality, invalidity or unenforceability for whatever reason of any provision of this Deed in any jurisdiction, shall not affect the legality, validity or enforceability of that provision in any other jurisdiction or the legality, validity or enforceability of the remaining provisions in any jurisdiction.

13.2 This Deed shall take effect as a deed even if it is signed under hand on behalf of the Lender.

13.3 No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or

remedy. The rights and remedies provided in this Deed are cumulative and are not exclusive of any right or remedies provided by law.

14. **NOTICES**

- 14.1 Clause ~~15~~¹⁴ of the Facility Letter shall apply to any communication or notice to be made under or in connection with this Deed.

15. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Deed.

16. **GOVERNING LAW**

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

17. **JURISDICTION**

- 17.1 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligations arising out of or in connection with it) (a "Dispute").
- 17.2 The Parties agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no Party will argue to the contrary.
- 17.3 This Clause 17 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

This Deed is executed as a deed and delivered on the date stated at the beginning of this Deed.

¹⁴ Drafting note: check cross reference.

SCHEDULE 1**Details of Secured Property****Part I
Real Property**

Address/description of the Real Property	Title number
Land at Chancery Cottage, Linton Road, Gorsley, Herefordshire HR9 7SH	HE70210

**Part II
Transaction Documents**

Brief description of agreement	Date of agreement	Parties to agreement (including address for service of notices)
Transfer of Land at Chancery Cottage, Linton Road, Gorsley, Herefordshire HR9 7SH	12 August 2023	Direct Autos Servicing (Holdings) Ltd

SCHEDULE 2

Part I - Notice of Assignment of Transaction Documents

[Name of Counterparty]
[insert address]

[DATE]

Dear Sirs,

Debenture dated [insert date] between [insert name of Chargor] (Chargor) and Julian Hodge Bank Limited (Lender) (Debenture)

We refer to the [insert details of contract] (Contract).

This letter constitutes notice to you that under the Debenture we have assigned, by way of security, to the Lender all our rights in respect of the Contract.

We confirm that:

- We will remain liable under the Contract to perform all the obligations assumed by us under the Contract.
- Neither the Lender nor any receiver or delegate appointed by the Lender will at any time be under any obligation or liability to you under or in respect of the Contract.

Neither the Debenture nor this notice releases, discharges or otherwise affects your liability and obligations in respect of the Contract.

Subject to the above, we will remain entitled to exercise all our rights, powers and discretions under the Contract and you may continue to deal with us in relation to the Contract and give notices under the Contract to us unless and until you receive written notice to the contrary from the Lender. Thereafter, all such rights, powers and discretions shall be exercisable by, and you must give notice to and make all payments to, the Lender or as it directs and we will cease to have any right to deal with you in relation to the Contract and you must deal only with the Lender.

Please note that we have agreed that we will not amend or waive any provision of or terminate the Contract without the prior written consent of the Lender.

The instructions in this notice may only be revoked or amended with the prior written consent of the Lender.

Please confirm that you agree to the terms of this notice, and to act in accordance with its provisions, by sending the attached acknowledgement to the Lender at One, Central Square, Cardiff CF10 1FS, marked for the attention of [], with a copy to us.

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

Yours sincerely,

.....
[insert name of Chargor]

Part II - Form of acknowledgement

Julian Hodge Bank Limited
One, Central Square
Cardiff
CF10 1FS

[DATE]

Dear Sirs,

Debenture dated [insert date] between [insert name of Chargor] (Chargor) and Julian Hodge Bank Limited (Lender) (Debenture)

We confirm receipt from the Chargor of a notice (Notice) dated [insert date] of an assignment, by way of security, of all the Chargor's rights under [insert details of the Contract] (Contract).

We confirm that:

- We accept the confirmations and instructions contained in the Notice and agree to comply with the Notice.
- There has been no amendment, waiver or release of any rights or interests in the Contract since the date of the Contract.
- We will not cancel, avoid, release or otherwise allow the Contract to lapse without giving the Lender at least 30 days' prior written notice.
- We have not, as at the date of this acknowledgement, received notice that the Chargor has assigned its rights under the Contract to a third party, or created any other interest (whether by way of security or otherwise) in the Contract in favour of a third party.
- The Lender will not in any circumstances have any liability in relation to the Contract.
- The Contract shall not be rendered void, voidable or unenforceable by reason of any non-disclosure by the Lender.

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

Yours sincerely,

.....
[insert name of Counterparty]

SCHEDULE 3

Notice and acknowledgement - Insurance Policy

Part I- Form of notice

[Name of insurer]
[insert address]

[DATE]

Dear Sirs,

Debenture dated [insert date] between [insert name of Chargor] and Julian Hodge Bank Limited (Lender) (Debenture)

We refer to the [describe the insurance policy and number] (Policy).

This letter constitutes notice to you that under the Debenture we have assigned to the Lender, by way of security, all our rights in the Policy, including all claims, the proceeds of all claims and all returns of premium in connection with the Policy.

We irrevocably instruct and authorise you to:

- Name the Lender as composite insured in respect of its own separate insurable interest under the Policy (except in relation to public liability and third party liability insurance).
- Name the Lender as first loss payee (other than in respect of any claim under any public liability and third party liability insurances).
- Comply with the terms of any written instructions received by you from the Lender relating to the Policy, without notice or reference to, or further authority from, us and without enquiring as to the justification or the validity of those instructions.
- Hold all sums from time to time due and payable by you to us under the Policy to the order of the Lender.
- Pay, or release, all monies to which we are entitled under the Policy to the Lender, or to such persons as the Lender may direct.
- Disclose information in relation to the Policy to the Lender on request by the Lender.

Neither the Debenture nor this notice releases, discharges or otherwise affects your liability and obligations in respect of the Policy.

Subject to the foregoing, you may continue to deal with us in relation to the Policy until you receive written notice to the contrary from the Lender. Thereafter, we will cease to have any right to deal with you in relation to the Policy and you must deal only with the Lender.

The instructions in this notice may only be revoked or amended with the prior written consent of the Lender.

Please confirm that you agree to the terms of this notice and to act in accordance with its provisions by sending the attached acknowledgement to the Lender at One, Central Square, Cardiff CF10 1FS, for the attention of [], with a copy to us.

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

Yours sincerely,

.....
[Insert name of Chargor]

Part II - Form of acknowledgement

Julian Hodge Bank Limited
One, Central Square
Cardiff
CF10 1FS

[DATE]

Dear Sirs,

Debenture dated [insert date] between [insert name of Chargor] (Chargor) and Julian Hodge Bank Limited (Lender) (Debenture)

We confirm receipt from the Chargor of a notice (**Notice**) dated [insert date] of an assignment by way of security, to the Lender, of all the Chargor's rights in [describe insurance policy and number] (**Policy**), including all claims, the proceeds of all claims and all returns of premiums in connection with the Policy.

We confirm that:

- We accept the instructions and authorisations contained in the Notice and agree to comply with the Notice.
- We have named the Lender as composite insured in respect of its own separate insurable interest under the Policy and as first loss payee (except in relation to public liability and third party liability insurances).
- There has been no amendment, waiver or release of any rights or interests in the Policy since the date the Policy was issued.
- We have not, as at the date of this acknowledgement, received notice that the Chargor has assigned its rights under the Policy to a third party, or created any other interest (whether by way of security or otherwise) in the Policy in favour of a third party.
- The Policy contains the following standard commercial terms:
 - (i) a non-invalidating and non-vitiating clause under which the insurances will not be vitiated or avoided as against any insured party as a result of any circumstances beyond the control of that insured party or any misrepresentations, non-disclosure, or breach of any policy term of condition, on the part of any insured party or any agent of any insured party;
 - (ii) a waiver of the rights of subrogation of the insurer as against the Chargor, the Lender and the tenants of the relevant property; and
 - (iii) the insurers must give at least 30 days' notice to the Lender if any insurer proposes to repudiate, rescind or cancel any insurance, to treat it as avoided in whole or in part, to treat it as expired due to non-payment of premium or otherwise decline any valid claim under it by or on behalf of any insured party and must give the Lender the opportunity to rectify any such non-payment of premium within the notice period.
- The Lender will not have any liability for any premium in relation to the Policy unless it has expressly and specifically requested to be made liable in respect of any increase in premium or unpaid premium in respect of the Policy.

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

Yours sincerely,

[insert name of Insurer]

SCHEDULE 4

Notice and acknowledgement - bank account

Part I - Form of notice

[Name of Account Bank]
[insert address of Account Bank]

[DATE]

Dear Sirs,

Debenture dated [insert date] between [insert name of Chargor] and Julian Hodge Bank Limited (Lender) (Debenture)

This letter constitutes notice to you that under the Debenture we have assigned, by way of security to the Lender, all monies from time to time standing to the credit of the account held with you and detailed below (**Account**), together with all other rights and benefits accruing to or arising in connection with the Account (including, but not limited to, entitlements to interest):

Name of Account: [NAME OF ACCOUNT]

Sort code: [SORT CODE]

Account number: [ACCOUNT NUMBER]

We irrevocably instruct and authorise you to:

- Disclose to the Lender any information relating to the Account requested from you by the Lender.
- Comply with the terms of any written notice or instructions relating to the Account received by you from the Lender.
- Following written notice to you from the Lender that the Debenture has become enforceable, to hold all sums from time to time standing to the credit of the Account to the order of the Lender.
- Following written notice to you from the Lender that the Debenture has become enforceable, pay or release all or any part of the monies standing to the credit of the Account in accordance with the written instructions of the Lender.

We are permitted to withdraw any amount from the Account without the prior written consent of the Lender unless and until you receive a notice from the Lender to the contrary stating that we are no longer permitted to withdraw any amount from the Account without its consent.

We acknowledge that you may comply with the instructions in this notice without any further permission from us.

The instructions in this notice may only be revoked or amended with the prior written consent of the Lender.

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

Please confirm that you agree to the terms of this notice and to act in accordance with its provisions by sending the attached acknowledgement to the Lender at One, Central Square, Cardiff CF10 1FS, for the attention of [], with a copy to us.

Yours sincerely,

Signed.....

[insert name of Chargor]

Part II - Form of acknowledgement

[On headed notepaper of the bank, financial institution or other person]

Julian Hodge Bank Limited
One, Central Square
Cardiff
CF10 1FS

[DATE]

Dear Sirs,

Debenture dated *[insert date]* **between** *[insert name of Chargor]* **(Chargor) and Julian Hodge Bank Limited (Lender) (Debenture)**

We confirm receipt from the Chargor of a notice (**Notice**) dated *[insert date]* of an assignment by way of security, to the Lender, of all the Chargor's rights in the account detailed below (**Account**), together with all other rights and benefits accruing to or arising in connection with the Account (including, but not limited to, entitlements to interest):

Name of Account: [NAME OF ACCOUNT]

Sort code: [SORT CODE]

Account number: [ACCOUNT NUMBER]

We confirm that we:

- Accept the instructions contained in the Notice and agree to comply with the Notice.
- Following written notice from you confirming that the Debenture has become enforceable, will not permit any amount to be withdrawn from the Account without your prior written consent.
- Have not received notice of the interest of any third party in respect of the Account.
- Have neither claimed nor exercised, nor will claim or exercise any security interest, set-off, counter-claim or other right in respect of the Account.
- Will comply with any notice we may receive from you in respect of the Account.

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

Yours sincerely,

Signed.....

[insert name of Bank, Financial Institution or other person]

Execution page

The Chargor

Executed as a deed by
**EVERGREEN DEVELOPMENTS
HOLDINGS LTD**
acting by one director in the presence
of:

)
)
)

[Redacted signature area]

Director
Name:

ANDREW CRISPE

Witness signature:

[Redacted signature area]

Witness name:

Sarah Hubbard

Witness address:

HARRISON CLARK RICKERBYS
inc. SHAWCROSS
Overross House, Ross Park
Ross On Wye HR9 7US
T: 01989 562377
F: 01989 565961

The Lender

Executed as a deed by
JULIAN HODGE BANK LIMITED
acting by its duly authorised attorney

)
)
)

Authorised attorney

in the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:

and its duly authorised attorney

)
)
)

in the presence of:

Authorised attorney

Witness signature:

Witness name:

Witness address:

Witness occupation:

DEBENTURE (DEVELOPMENT) – ENGLISH COMPANY

Dated: 2 August 2023 2023

(1) **EVERGREEN DEVELOPMENTS HOLDINGS LTD** as Chargor

(2) **JULIAN HODGE BANK LIMITED** as Lender

Debenture

We hereby certify that this is a true and
accurate copy of the original.

Dated this 3 day of August 2023

GELDARDS LLP
4 CAPITAL QUARTER
TYNDALL STREET
CARDIFF CF10 4BZ

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THIS DEED is made on 2 August 2023 between:

- (1) **EVERGREEN DEVELOPMENTS HOLDINGS LTD** registered in England and Wales (registered number 14687814) at Cleeve Mill Garage, Cleeve Mill Business Park, Newent GL18 1EP (the “Chargor”); and
- (2) **JULIAN HODGE BANK LIMITED**, registered in England and Wales (registered number 00743437) of One Central Square, Cardiff, South Glamorgan, CF10 1PS (the “Lender”).

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

“**Acquisition Documents**” means any sale and purchase agreement, the Transfer and any other documents entered into or to be entered into by the Chargor in respect of the acquisition of the Property, including, without limitation, those set out in Part II of Schedule 1.

“**Bank Account**” means all current, deposit or other accounts maintained by the Chargor with any bank, financial institution or other person.

“**Book Debts**” means, in relation to the Chargor, all book and other debts, revenues and monetary claims of or owing to, or other amounts recoverable or receivable by, the Chargor and any rights or claims of the Chargor in respect of such debts, revenues and monetary claims.

“**Construction Document**” means any building contracts, professional appointments, collateral warranties, sub-contracts, performance bonds, guarantees and other contracts entered into or to be entered into by and/or in favour of the Chargor in respect of the Property, including (without limitation), those set out in Part II of Schedule 1.

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

“**Expenses**” means all fees, discounts, commissions and other banking charges, legal and professional fees and unpaid interest and all other expenses and costs, on a full indemnity basis, together with value added tax, incurred in connection with:

- (a) the Secured Property;
- (b) the preparation, negotiation and creation of this Deed;
- (c) taking, perfecting, enforcing or exercising any power under this Deed; or
- (d) any breach of any provision of and the protection, realisation or enforcement of this Deed.

“**Facility Letter**” means the loan facility letter (incorporating the Terms) dated on or around the date of this Deed between the Borrower and the Lender and any other agreements from time to time entered into between the Chargor and the Lender for the provision of loan or other facilities to the Chargor.

“**Floating Charge Asset**” means, at any time, any Secured Property which, at that time, is the subject of the floating charge created by this Deed.

“**Headlease**” means a lease under which the Chargor holds title to all or any part of the Property.

“**Insolvency Act**” means the Insolvency Act 1986.

"Insolvency Event" means any corporate action, legal proceedings or other procedure or step is taken in relation to:

- (a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Chargor;
- (b) a composition, compromise, assignment or arrangement with any creditor of the Chargor;
- (c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Chargor or any of its assets; or
- (d) the enforcement of any Security over any assets of the Chargor,

or any analogous procedure or step is taken in any jurisdiction.

"Insurance Policy" means any contract or policy of insurance in which the Chargor may at any time have an interest relating to any Secured Property.

"Insurance Proceeds" means the proceeds of any Insurance Policy.

"Intellectual Property" means (a) all rights in confidential information, copyright and like rights, database rights, design rights, rights in design, knowhow, rights in inventions, patents, service marks, trademarks and all other intellectual property rights and interests, whether registered (or the subject of an application for registration) or un-registered and (b) the benefit of any applications and rights to use such assets, in each case throughout the world now and in the future.

"Investments" means all stocks, shares, bonds, securities or investments owned by the Chargor.

"Lease" means any lease, agreement for lease, licence or other occupational interest subject to which the Chargor's interest in the Property is held now or in the future including any guarantee and rent deposit arrangements entered into under the terms thereof.

"LPA" means the Law of Property Act 1925.

"Party" means a party to this Deed.

"Quasi-Security" means an arrangement or transaction whereby the Chargor:

- (a) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or may be leased to or re-acquired by the Chargor;
- (b) sells, transfers or otherwise disposes of any of its receivables on recourse terms;
- (c) enters into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- (d) enters into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

"Real Property" means:

- (a) all estates or interests in any freehold or leasehold property;

- (b) any buildings, fixtures, fittings, fixed plant or machinery at any time situated on or forming part of that property;
- (c) all easements, rights, agreements and other benefits in respect of that property; and
- (d) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Secured Property (whether sole, joint and/or several and including any substitute).

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale, agreement for lease, leases or licence in respect of that asset (including any right to any rent or licence fee payment);
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, Security, guarantees, indemnities or covenants for title in respect of that asset;
- (d) the benefit of all Authorisations in respect of, or the Chargor's use of, that asset; and
- (e) all monies and proceeds paid or payable in respect of that asset,

both present and future (including all rights against any trustee, nominee, fiduciary or clearing system).

"Rental Income" means the aggregate of all amounts paid or payable to or for the account of the Chargor in connection with the letting, licence or grant of other rights of use or occupation of any part of any Real Property, including each of the following amounts:

- (a) rent, licence fees and equivalent amounts paid or payable;
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations;
- (c) a sum equal to any apportionment of rent allowed in favour of the Chargor;
- (d) any other moneys paid or payable in respect of occupation and/or usage of that Real Property and any fixture and fitting on that Real Property including any fixture or fitting on that Real Property for display or advertisement, on licence or otherwise;
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent;
- (f) any sum paid or payable, or the value of any consideration given, for the grant, surrender, amendment, supplement, waiver, extension or release of any Lease;
- (g) any sum paid or payable in respect of a breach of covenant or dilapidations under any Lease;
- (h) any sum paid or payable by or distribution received or receivable from any guarantor of any tenant under any Lease;

- (i) any amount paid or payable to the Chargor by any tenant under a Lease or any other occupier of that Real Property, by way of VAT or contribution to ground rent, insurance premium, the cost of an insurance valuation, a service or other charge in respect of the Chargor's costs in connection with any management, repair, maintenance or similar obligation or in providing services to a tenant of, or with respect to, that Real Property or a reserve or sinking fund; and
- (j) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by the Chargor.

"Sale Agreement" has the meaning given to such term in the Facility Letter.

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly or with any other person, whether as principal or surety or in any other capacity whatsoever) due, owing or incurred (before or after demand) of the Chargor to the Lender in any manner, together with interest (both before and after judgment) up to the date of payment at such rates and on such terms as may be agreed together with fees and other expenses and charges and all legal and other costs in relation to any such liabilities.

"Secured Property" means the assets, property, rights and revenues of the Chargor which from time to time are, or are expressed to be, the subject of any Security created by this Deed.

"Terms" has the meaning given to it in the Facility Letter.

"Transaction Document" means:

- (a) where applicable each Acquisition Document;
- (b) each Construction Document;
- (c) where applicable each Lease;
- (d) where applicable each Sale Agreement;
- (e) where applicable each Headlease; and
- (f) any other document listed or described in Part II of Schedule 1.

"Transfer" means the Land Registry Form TR1 and/or any other instrument of transfer by which the Property is, or is to be, transferred to the Chargor.

1.2 Construction

- 1.2.1 Unless the contrary intention is expressed, all defined terms in the Facility Letter have the same meaning in this Deed.
- 1.2.2 The interpretation provisions set out in paragraph 8.2 of the Terms shall apply equally to this Deed mutatis mutandis.
- 1.2.3 If any provision of this Deed shall conflict with any term of the Facility Letter then the relevant term of the Facility Letter shall prevail.
- 1.2.4 Unless a contrary indication appears, any reference in this Deed to:
 - 1.2.4.1 the **"Lender"**, the **"Chargor"** or any **"Party"** shall be construed so as to include its successors in title, permitted assigns, permitted assignees and permitted transferees;

1.2.4.2 an **account** is a reference to that account as re-designated, re-numbered, substituted or replaced from time to time;

1.2.4.3 a **tenant** of any property includes any sub-tenant, licensee or other user or occupier of that property;

1.2.5 Where this Deed includes the words **including, in particular or otherwise** (or similar words or phrases), the intention is to state examples and not to be exhaustive.

1.2.6 References to any Security **created by this Deed** are to be deemed to include such Security created or intended to be created, constituted, given, made or extended by, under or evidenced by this Deed.

1.2.7 References to **indemnify** means to indemnify against all actions, claims, demands and proceedings taken or made against the Lender or any Receiver and all costs, damages, expenses, liabilities and losses incurred by the Lender or any Receiver.

1.3 **Incorporation of other terms**

The terms of the other Finance Documents and of any other agreement or document between any of the parties to this Deed are incorporated into this Deed to the extent required to comply with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 **Third party rights**

1.4.1 Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or enjoy the benefit of any term of this Deed.

1.4.2 Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.

1.4.3 Any Receiver or Delegate may, subject to this Clause 1.4 and the Third Parties Act, rely on any clause of this Deed which expressly confers rights on it.

2. **COVENANT TO PAY**

The Chargor, covenants with the Lender to pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

3. **GRANT OF SECURITY**

3.1 **Mortgage**

The Chargor charges by way of legal mortgage:

3.1.1 all its Real Property described in Part I of Schedule 1 (*Details of Secured Property*); and

3.1.2 all its other Real Property (if any) as at the date of this Deed.

3.2 **Fixed charges**

The Chargor charges by way of fixed charge:

3.2.1 all its Real Property acquired after the date of this Deed;

- 3.2.2 all fixtures, fittings, plant, machinery, manuals and other chattels present and future in respect of any Secured Property and all guarantees and warranties in respect of any of them;
- 3.2.3 all its Insurance Policies and Insurance Proceeds, to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- 3.2.4 all its rights in and under any Transaction Documents, including any listed in Part II of Schedule 1 (*Details of Secured Property*), to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- 3.2.5 all Rental Income to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- 3.2.6 all its Net Sale Proceeds, to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- 3.2.7 all its Bank Accounts maintained with any bank, financial institution or other person and all monies (including interest) at any time standing to the credit of such account to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- 3.2.8 all its Book Debts, to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- 3.2.9 all its Investments;
- 3.2.10 all its goodwill and uncalled capital;
- 3.2.11 all its Intellectual Property;
- 3.2.12 all and any agreements to which it may be party, to the extent not effectively assigned under Clause 3.3 (*Assignment*); and
- 3.2.13 all Related Rights in respect of the above.

3.3 Assignment

The Chargor assigns by way of security:

- 3.3.1 all its Insurance Policies and Insurance Proceeds;
- 3.3.2 all its rights in and under the Transaction Documents (including, without limitation, with respect to any Lease, the right to receive any Rental Income under that Lease);
- 3.3.3 all Net Sale Proceeds;
- 3.3.4 all its Bank Accounts maintained with any bank, financial institution or other person and all monies (including interest) at any time standing to the credit of such account;
- 3.3.5 all its Book Debts;
- 3.3.6 any other agreement to which it is a party which has been given in the Chargor's favour or of which it has the benefit; and
- 3.3.7 any agreement in, under or to which it has any right, benefit or interest in by virtue of the Third Parties Act; and

3.3.8 all Related Rights in respect of the above.

3.4 Floating charge

3.4.1 The Chargor charges by way of floating charge all its assets and undertaking not at any time effectively mortgaged under Clause 3.1 (*Mortgage*), charged under Clause 3.2 (*Fixed charges*) or assigned under Clause 3.3 (*Assignment*).

3.4.2 Paragraph 14 of Schedule B1 of the Insolvency Act applies to the floating charge created by this Deed.

3.5 General

All Security created by this Deed:

3.5.1 is created in favour of the Lender;

3.5.2 unless specifically stated otherwise, is created over the present and future assets of the Chargor to the extent of its rights, title and interest in, under and to such assets at any time; and

3.5.3 is created with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

3.6 Continuing security

The Security created by this Deed is continuing security for the payment and discharge of the Secured Liabilities. The provisions of this Deed will apply at all times:

3.6.1 regardless of the date on which any of the Secured Liabilities were incurred;

3.6.2 notwithstanding any intermediate payment or discharge; and

3.6.3 in respect of the full amount of the Secured Liabilities at the relevant time even if the amount of the Secured Liabilities had previously been less than that amount or had been nil at any time.

3.7 Additional security

The Security created by this Deed is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by the Lender. No prior Security held by the Lender over the whole or any of the Secured Property will merge with the Security created by this Deed.

3.8 Validity of details of Secured Property

The fact that incorrect or incomplete details of any Secured Property are included or inserted in any Schedule will not affect the validity or enforceability of the Security created by this Deed.

4. CONVERSION OF FLOATING CHARGE

4.1 Conversion by notice

The Lender may, by notice to the Chargor, crystallise and convert the floating charge created by the Chargor under this Deed into a fixed charge over any or all of the Chargor's Floating Charge Assets if:

4.1.1 a Default occurs which is continuing;

- 4.1.2 the Lender becomes aware of any intention or proposal to appoint a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Chargor or any of its assets; or
- 4.1.3 the Lender considers that any Floating Charge Asset is in danger of being seized, attached, charged or sold under any legal process, or such assets are otherwise in jeopardy.

4.2 Automatic conversion

- 4.2.1 The floating charge created by the Chargor under this Deed will automatically crystallise and convert into fixed charges over the relevant Floating Charge Assets if:
 - 4.2.1.1 any Insolvency Event occurs;
 - 4.2.1.2 the Chargor creates or purports to create any Security or Quasi-Security over any Secured Property in breach of any of the Finance Documents;
 - 4.2.1.3 any person levies (or attempts to levy) any distress, attachment, execution, or other process against all or any part of the Secured Property; or
 - 4.2.1.4 the Chargor disposes, or attempts to dispose of, all or any part of the Secured Property (other than Secured Property that is only subject to the floating charge whilst it remains uncrystallised).

4.3 Part A Moratorium

- 4.3.1 Subject to Clause 4.3.2 below, no floating charge created by this Deed will crystallise and convert into a fixed charge solely by reason of a moratorium being obtained under Part A1 of the Insolvency Act (or anything being done with a view to obtaining a moratorium).
- 4.3.2 Clause 4.3.1 above does not apply to a floating charge referred to in section A52(4) of Part A1 of the Insolvency Act.

5. UNDERTAKINGS

The undertakings in this Clause 5 remain in force from the date of this Deed for so long as any Secured Liabilities are outstanding to the Lender.

5.1 Negative pledge

The Chargor may not create or permit to subsist any Security over any of its assets, other than any Security created under a Finance Document and in favour of the Lender, except with the prior written consent of the Lender.

5.2 Disposals and dealings

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) to sell, transfer, grant, lease, licence, enter into any agreement for lease, accept a surrender or otherwise dispose of any of its assets or the Property or create or grant (or purport to create or grant) any interest in the Secured Property in favour of a third party, without the consent of the Lender, other than as expressly permitted under the terms of the Facility Letter.

5.3 Insurance of the Property

5.3.1 The Chargor is to insure the buildings and fixed plant, machinery and fixtures forming part of the Secured Property in accordance with, and upon the terms of, the Facility Letter.

5.3.2 If title to any Real Property is leasehold and insurance of the Property is the obligation of the landlord of the Real Property under the Lease then, if the Chargor procures due compliance by the landlord with its insuring obligations under the Lease, the Chargor will be deemed to have complied with its obligations under Clause 5.3.1 in relation to the Real Property.

5.4 Repair and condition of the Property

Except for that part of the Property being developed in accordance with the Facility Letter, the Chargor is to keep all buildings, plant, machinery, fixtures and fittings on the Property and ensure that the Secured Property is in, and maintained in good substantial repair and condition and, as appropriate, in good working order.

5.5 Rights of access

The Chargor is to permit the Lender, any person appointed by the Lender and any Receiver, without the Lender becoming liable to account as mortgagee in possession (at reasonable times and on reasonable notice) to enter and remain on the Property and Development with or without workmen or plant and materials to carry out any inspection, survey or valuation of the Secured Property or Development or to ascertain whether any breach of the covenants in this Clause 5 have occurred and to remedy, at the Chargor's cost, any breach of these covenants which have occurred.

5.6 Statutory requirements

The Chargor is to comply with all statutory and other requirements affecting the Secured Property.

5.7 Covenants and conditions

5.7.1 The Chargor must exercise its rights and comply in all respects with any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Secured Property.

5.7.2 The Chargor may not agree to any amendment, supplement, waiver, surrender or release of any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Secured Property (if any).

5.8 Taxes and outgoings

The Chargor is punctually to pay and indemnify the Lender and any Receiver against all existing and future rents, taxes, rates, duties, fees, renewal fees, charges, assessments, impositions and outgoings whatsoever, whether imposed by deed or statute or otherwise and whether in the nature of capital or revenue and of a wholly novel character, which now or at any time during the continuance of this Deed are properly payable in respect of the Secured Property or by the owner or occupier of the Secured Property.

5.9 Expenses

The Chargor is to pay all Expenses due to the Lender on demand. If the Chargor does not do so, the Expenses will bear interest of 3% (three per cent) from and including the date of demand to and including the date of actual payment.

5.10 Notices to be given by Chargor

5.10.1 The Chargor shall serve the following notices duly executed on behalf of, the Chargor:

- 5.10.1.1 on each counterparty to a Transaction Document listed in Part II of Schedule 1, promptly after the date of this Deed, (unless otherwise directed by the Lender), in the form set out in Part I of Schedule 2 and procure that each counterparty promptly acknowledges such notice in the form set out in Part II of Schedule 2;
- 5.10.1.2 on each insurer under an Insurance Policy, promptly upon the request of the Lender from time to time in the form set out in Part I of Schedule 3 and procure that each counterparty promptly acknowledges such notice in the form set out in Part II of Schedule 3;
- 5.10.1.3 on each bank, financial institution or other person (other than the Lender) with whom the Chargor holds an Account, promptly upon the request of the Lender from time to time in the form set out in Part I of Schedule 4 and procure that each counterparty promptly acknowledges such notice in the form set out in Part II of Schedule 4; and
- 5.10.1.4 in respect of any other asset which is subject of an assignment under Clause 3.3 (*Assignment*), on each counterparty to such assigned asset, promptly upon the request of the Lender from time to time in the form approved by the Lender and procure that each counterparty promptly acknowledges such notice in the form approved by the Lender.

5.10.2 The execution of this Deed by the Chargor and the Lender shall constitute notice to the Lender of the charge created over any Account opened or maintained with the Lender.

5.11 Secured Property

The Chargor shall:

- 5.11.1 on the date of this Deed (in the case of its Secured Property existing on the date of this Deed), on the date of acquisition or receipt by it of any Secured Property (in the case of any Secured Property acquired or received by it after the date of this Deed) and, at any other time, promptly upon request by the Lender, deposit with the Lender:
 - 5.11.1.1 all documents of title or other evidence of ownership relating to its Secured Property;
 - 5.11.1.2 all stock and share certificates and all stock transfer forms relating to the relevant Investments duly completed and executed by or on behalf of the Chargor but with the name of the transferee, the consideration and the date left blank; and
 - 5.11.1.3 such deeds, certificates and documents relating to its Secured Property as the Lender may reasonably request (including copies of all Transaction Documents, certified as true copies by either a director of the Chargor or by the Chargor's solicitors and each Insurance Policy);
- 5.11.2 promptly upon request by the Lender affix to and maintain on such of its plant, machinery, fixtures, fittings, vehicles or other equipment as the Lender may require, a clearly legible identification plate stating that the asset has been charged to the Lender, in a form acceptable to the Lender;

- 5.11.3 promptly supply to the Lender such further information regarding its Secured Property as the Lender may reasonably request;
- 5.11.4 procure the prompt observance and performance of the covenants and other obligations imposed on the Chargor's counterparties (including each counterparty to a Transaction Document) and enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Property that the Lender may require from time to time; and
- 5.11.5 not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender, or materially diminish the value of any of the Secured Property or the effectiveness of the security created by this Deed.

5.12 Real Property Restriction

The Chargor shall ensure that a restriction in the following terms is entered on the register of the title of its Real Property at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 2 August 2023 [DATE OF DEBENTURE] in favour of Julian Hodge Bank Limited referred to in the charges register, or its conveyancer".

together with, where applicable, notice of any obligation on the Lender to make further advances under the terms of the Finance Documents. The Chargor shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

5.13 Investments

- 5.13.1 The Chargor represents and warrants to the Lender as at the date of this Deed and for so long as any Secured Liabilities are outstanding to the Lender that:
 - 5.13.1.1 the constitutional documents of the Borrower do not and could not restrict or inhibit any transfer of the shares of the Chargor on creation or enforcement of the security conferred by the Security Documents.
 - 5.13.1.2 the shares in the capital of the Borrower are fully paid and are not subject to any option to purchase or similar rights.
- 5.13.2 The Chargor may not:
 - 5.13.2.1 take or permit the taking of any action which may adversely affect the value of any of its Investments, prejudice the interests of the Lender or result in the rights attaching to any of its Investments being altered or diluted; or
 - 5.13.2.2 except where the Lender so requires or permits, nominate another person to enjoy or exercise any of its rights in relation to any of its Investments.
- 5.13.3 Subject to Clause 5.13.1 and any restriction or prohibition in any Finance Document and provided that no Event of Default is continuing, the Chargor may:
 - 5.13.3.1 receive and retain all dividends or other income paid or payable in respect of its Investments; and
 - 5.13.3.2 exercise all voting and other rights attaching to its Investments.

5.13.4 While any Event of Default is continuing, the Chargor shall:

5.13.4.1 hold any dividends or other income received in respect of the Investments on trust for the Lender and pay such amounts into a separate account or otherwise as the Lender may direct; and

5.13.4.2 exercise all voting and other rights attaching to the Investments as the Lender may direct.

5.14 Transaction Documents

The Chargor shall (unless the Lender agrees otherwise in writing):

15.14.1 comply with the terms of each Transaction Document and any other document, agreement or arrangement comprising the Secured Property.

15.14.2 not, (unless the Lender agrees otherwise in writing):

15.14.2.1 amend or vary or agree to any change in, or waive any requirement of or its rights under;

15.14.2.2 settle, compromise, terminate, rescind or discharge (except by performance);

15.14.2.3 abandon, waive, dismiss, release or discharge any action, claim or proceedings against any counterparty to a Transaction Document or other person in connection with,

any Transaction Document or any other document, agreement or arrangement comprising the Secured Property.

5.15 Book Debts

The Chargor shall:

5.15.1 promptly collect each Book Debt when due for payment;

5.15.2 promptly take and pursue all action necessary to recover any Book Debts which are not paid when due in accordance, if applicable, with any instructions from the Lender;

5.15.3 not agree to waive, postpone, set-off or settle any Book Debt for less than par value, other than with the prior written consent of the Lender; and

5.15.4 immediately upon receipt, pay all amounts received in respect of any Book Debts in accordance with the application of proceeds under the terms of the Finance Documents and, pending such payment, hold such amounts on trust for the Lender.

5.16 Further assurance

5.16.1 The Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender may reasonably specify (and in such form as the Lender may reasonably require):

5.16.1.1 to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by this Deed (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the Secured Property) or for the exercise

of any rights, powers and remedies of the Lender provided by or pursuant to the Finance Documents or by law;

5.16.1.2 to confer on the Lender, Security over any property and assets of the Borrower located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed; and/or

5.16.1.3 (if an Event of Default is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of this Deed.

5.16.2 The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Lender by or pursuant to this Deed.

5.17 Power to remedy

If the Chargor fails to perform any obligations affecting the Secured Property under this Deed, it must allow the Lender or its agents and contractors to enter any part of the Secured Property and to take any action that the Lender may reasonably consider necessary or desirable to prevent or remedy any breach of any term or to comply with or object to any notice, and it must immediately on request by the Lender pay the costs and expenses of the Lender or its agents and contractors incurred in connection with any action taken by it under this paragraph 5.17.

5.18 Power of attorney

5.18.1 As security for the performance of its obligations under this Deed, the Chargor irrevocably and severally appoints the Lender, each Receiver and each Delegate to be its attorney, with full power of substitution.

5.18.2 Each attorney may, in the name of the Chargor and on its behalf and at its expense, do anything which the Chargor is obliged to do under any Finance Document to which it is a party but has failed to do or which the Lender, Receiver or Delegate may in their absolute discretion consider appropriate in connection with the exercise of any of their rights, powers, authorities or discretions in relation to the Secured Property or under or otherwise for the purposes of any Finance Document or any law or regulation.

5.18.3 The Chargor ratifies and confirms anything done by any attorney under this Clause 5.18. The Chargor agrees to indemnify each attorney against all actions, claims, demands and proceedings taken or made against it and all costs, damages, expenses, liabilities and losses incurred by each attorney as a result of or in connection with anything lawfully done by it under or in connection with this power of attorney.

6. RIGHTS OF ENFORCEMENT

6.1 Secured Liabilities deemed payable

For the purposes of all rights and powers implied by statute, the Secured Liabilities are deemed to be due and payable on the date of this Deed.

6.2 When the Security is enforceable

The Security created by this Deed is enforceable at any time while an Event of Default is continuing or, at the Lender's discretion, at the request of the Chargor.

6.3 Enforcement powers

At any time (a) when the Security created by this Deed becomes enforceable or (b) following a request by the Chargor, the Lender may, without further notice:

- 6.3.1 appropriate, realise or transfer, including to itself or to any other person, all or any part of the Secured Property;
- 6.3.2 appoint one or more persons to be a Receiver of all or any part of the Secured Property;
- 6.3.3 appoint an administrator of the Chargor;
- 6.3.4 exercise any of the powers, authorities and discretions conferred on mortgagees, administrators or receivers, under the LPA, the Insolvency Act, any other legislation or regulation or under this Deed; and/or
- 6.3.5 take such further action as it sees fit to enforce all or any part of the Security created by this Deed.

6.4 Rights in relation to a Receiver

The Lender may remove any Receiver appointed under this Deed, appoint another person as Receiver or appoint additional Receivers. If more than one Receiver is appointed, the Receivers may act jointly or severally or individually. Each Receiver will be deemed to be the agent of the Chargor who alone will be responsible for the acts and defaults of the Receiver and for any liabilities incurred by the Receiver. The Lender will not be responsible for any misconduct, negligence or default of any Receiver. The Lender may fix the remuneration of a Receiver which will be payable by the Chargor and form part of the Secured Liabilities.

6.5 Redemption of prior Security

Where there is any Security created over any of the Secured Property which ranks in priority to the Security created by this Deed and:

- 6.5.1 the Security created by this Deed becomes enforceable; and/or
- 6.5.2 the holder of such other Security takes any steps to enforce that Security,

the Lender or any Receiver may, at its sole discretion and at the cost and expense of the Chargor, redeem, take a transfer of and/or repay the indebtedness secured by such other Security. All amounts paid by the Lender or a Receiver under this Clause 6.5 will form part of the Secured Liabilities.

6.6 Appropriation of payments

Any appropriation by the Lender or a Receiver under this Deed will override any appropriation by the Chargor.

6.7 Financial collateral

6.7.1 To the extent that any of the assets mortgaged, assigned or charged under this Deed constitute "financial collateral" and this Deed constitutes a "financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "**FC Regulations**")), the Lender will have the right at any time when such Security created under this Deed is enforceable to appropriate all or any part of that financial collateral in such manner as it sees fit in or towards the satisfaction of the Secured Liabilities.

6.7.2 Where any financial collateral is appropriated, its value shall be:

- 6.7.2.1 in the case of cash, its face value at the time of the appropriation;

6.7.2.2 if the financial collateral is listed or traded on a recognised exchange, the value at which it could have been sold on that exchange at the time of appropriation; and

6.7.2.3 in any other case, the amount reasonably determined by the Lender by such process as it may select, including independent valuation,

and the Chargor agrees that the method of valuation provided for in this Clause 6.7.2 is commercially reasonable for the purposes of the FC Regulations.

6.8 Demands

Any demand for payment made by the Lender shall be valid and effective even if it contains no statement of the relevant Secured Liabilities or an inaccurate or incomplete statement of them.

7. POWERS OF THE LENDER AND A RECEIVER

7.1 General powers

The Lender (without becoming a mortgagee in possession) and/or any Receiver (without personal liability) will have:

- 7.1.1 the rights, powers, privileges and immunities conferred on receivers, receivers and managers and mortgagees in possession under the LPA;
- 7.1.2 the rights, powers, privileges and immunities conferred on administrative receivers (whether or not the Lender or that Receiver is an administrative receiver) under the Insolvency Act;
- 7.1.3 the powers and rights specified in this Deed; and
- 7.1.4 all other rights, powers, privileges and immunities conferred by law or regulation on receivers, receivers and managers, mortgagees in possession and administrative receivers,

and may exercise them in the name of the Chargor and in such manner and on such terms as the person exercising them shall in its sole absolute discretion consider appropriate.

7.2 Specific powers

The rights, powers and remedies provided in this Deed are in addition to any rights, powers and remedies under law or regulation. The Lender and any Receiver will have the following additional powers:

- 7.2.1 to carry on, manage, develop, reconstruct, amalgamate, diversify and/or conduct the business of the Chargor in all respects and for such purpose to:
 - 7.2.1.1 enter upon and take possession, get in, collect or otherwise assume control in respect of all or any of the Secured Property; and/or
 - 7.2.1.2 acquire any property, chattels, plant, machinery and materials;
- 7.2.2 to compromise any claim relating to the Secured Property;
- 7.2.3 to borrow, raise or advance money whether or not in priority to the Secured Liabilities and with or without Security;
- 7.2.4 to assume and exercise all or any of the power and rights conferred on the Chargor in respect of its value added tax status, liabilities, advantages or arrangements;

- 7.2.5 to:
- 7.2.5.1 enter into, adopt and/or terminate any contract of employment; and
- 7.2.5.2 employ solicitors, architects, surveyors, quantity surveyors, estate agents, contractors, builders, workmen and others;
- 7.2.6 to enter upon and take possession of, get in, use and/or collect any Secured Property;
- 7.2.7 to pay any rent or other outgoings and payments charged on or otherwise relating to the Secured Property or their ownership, occupation or use;
- 7.2.8 to give receipts and releases for any sums received;
- 7.2.9 to undertake any works, demolition, building, reconstruction, improvement, repair or decoration in respect of any of the Secured Property which consist of property, buildings, structures, plant, machinery or equipment as it thinks fit and whether or not in accordance with any obligations imposed by the Facility Letter;
- 7.2.10 to assume, exercise, cancel and/or vary all or any of the powers and rights conferred on the Chargor under any Secured Property;
- 7.2.11 to effect insurances on such terms as it thinks fit;
- 7.2.12 to obtain all necessary planning permissions, building regulation approvals and other permissions, consents or licences in relation to any development or use of the Secured Property;
- 7.2.13 to acquire any adjoining property and/or easements, interests or estates in property and to grant easements and rights;
- 7.2.14 to negotiate, and conclude reviews of rent and otherwise deal in relation to the Leases and the tenants' and guarantors' respective obligations under them;
- 7.2.15 to sell or otherwise realise and deal with, and transfer title to, the Secured Property, in return for such consideration as it thinks fit and whether or not:
- 7.2.15.1 for immediate or deferred consideration;
- 7.2.15.2 in return for a single payment or instalments; and
- 7.2.15.3 for consideration wholly or partly in cash, property or securities in whatever form,
- and in all cases the terms of which shall bind any subsequent mortgagee;
- 7.2.16 to grant, create or surrender any lease, tenancy, licence or other agreement relating to the disposal of or other dealing with the Secured Property on such terms as it thinks fit and:
- 7.2.16.1 with or without any rent, review of rent, fine or premium; and
- 7.2.16.2 whether absolutely or for a term,
- and in all cases the terms of which shall bind any subsequent mortgagee;
- 7.2.17 the power to do or omit to do anything which the Chargor could do or omit to do in relation to the Secured Property which is the subject of the appointment;

7.2.18 the power to do all other acts and things which the Lender or Receiver may consider desirable or necessary for realising any of the Secured Property or incidental or conducive to any of the rights, powers and discretions conferred on the Lender or a Receiver under this Deed or by law or regulation; and

7.2.19 the power to use the Chargor's name for all the above purposes.

7.3 Variation of statutory powers

The following statutory provisions do not apply to this Deed or any Security created by this Deed:

7.3.1 the restriction on the consolidation of mortgages in section 93 of the LPA;

7.3.2 the restrictions on the power to grant or accept the surrender of leases in sections 99 and 100 of the LPA;

7.3.3 the conditions to the exercise of a power of sale in section 103 of the LPA;

7.3.4 the restrictions on the application of proceeds by a mortgagee or receiver in sections 105, 107(2) and 109(8) of the LPA; and

7.3.5 the restrictions on the appointment of a receiver in section 109(1) of the LPA and the provisions regarding a receiver's remuneration in section 109(6) of the LPA.

8. APPLICATION OF PROCEEDS

8.1 Order of priority

Subject to sums secured by any Security having priority to the Security created by this Deed, all amounts received by the Lender or a Receiver in connection with the enforcement of this Deed will (subject as follows) be applied, to the extent permitted by applicable law, in the following order, in payment:

8.1.1 **first**, of all fees, costs, charges, taxes, liabilities and expenses in relation to any enforcement of this Deed (including in relation to any Receiver whether on its own behalf or on behalf of the Chargor or otherwise); and

8.1.2 **secondly**, to the Lender for distribution in accordance with the provisions of paragraph 7.7 of the Terms.

8.2 New accounts

If at any time:

8.2.1 any of the Chargor's obligations cease to be continuing obligations for any reason; or

8.2.2 the Lender receives or is deemed to have received notice of subsequent Security over any of the Secured Property,

the Lender may open a new account with the Chargor. If the Lender does not open a new account, it will be treated as having done so at the time when the Chargor's obligations cease to be continuing obligations or, as the case may be, the relevant notice of subsequent security was received and, as from that time, all payments made by or on behalf of the Chargor to the Lender will be credited or be treated as having been credited to the relevant new account and not as having been applied in discharge of the Secured Liabilities.

8.3 Release of Secured Property

If the Lender is satisfied that all the Secured Liabilities have, subject to Clauses 11.1 (*Reinstatement*) and 11.2 (*Avoidable payments*), been unconditionally and irrevocably paid and discharged in full and all facilities which might give rise to Secured Liabilities terminated, the Lender will, at the request and cost of the Chargor, execute such documents and take such steps necessary to release the Secured Property from the Security created by this Deed.

9. PROTECTION OF THIRD PARTIES

9.1 No buyer from, or other person dealing with the Lender or a Receiver, will be concerned to enquire whether:

- 9.1.1 any money remains due under the Finance Documents;
- 9.1.2 any power which the Lender or a Receiver is purporting to exercise has arisen or become exercisable; or
- 9.1.3 the Lender or any Receiver is validly appointed and acting within its powers in accordance with this Deed.

9.2 The receipt of the Lender or any Receiver will be an absolute and conclusive discharge to a purchaser of any of the Secured Property who will have no obligation to enquire how any monies are applied.

10. PROTECTION OF LENDER

10.1 No liability as mortgagee in possession

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

10.2 Tacking

The Security created by this Deed is intended to secure any further advances which the Lender is obliged to make under the Finance Documents.

10.3 Discretion of the Lender

The Lender is entitled to exercise its rights, powers and discretions under this Deed in accordance with the terms of the Finance Documents and the Chargor has no right to control or restrict the Lender's exercise of any of its rights, powers or discretions under this Deed.

10.4 Liability for loss and damage

Neither the Lender nor any Receiver will be liable to the Chargor for any loss or damage incurred by the Chargor arising out of the exercise of their respective powers or any attempt or failure to exercise those powers.

10.5 Chargor's indemnity

The Chargor agrees with the Lender to indemnify the Lender and any Receiver in respect of:

- 10.5.1 any costs, expenses and liabilities incurred in relation to the exercise of the powers of the Lender or the Receiver or any attempt or failure to exercise any powers under or in connection with this Deed; and
- 10.5.2 anything done or omitted to be done in the exercise or purported exercise of the powers under this Deed or under any appointment duly made under the provisions of this Deed.

11. SAVING PROVISIONS

11.1 Reinstatement

If, at any time, there has been a release, settlement or discharge of the Chargor's obligations under this Deed and, as a consequence of any Insolvency Event or for any other reason:

- 11.1.1 any payment made to any person in respect of any of the Secured Liabilities is required to be repaid; and/or
- 11.1.2 any Security (or other right) held by the Lender in respect of any of the Secured Liabilities (whether under this Deed or otherwise) is declared void, is set aside or is otherwise affected,

then the Chargor's obligations under this Deed will continue in effect as if there had been no such release, settlement or discharge and as if the relevant payment had not been made and/or (as applicable) the relevant obligation or Security (or other right) had not been so affected and accordingly (but without limiting the Lender's other rights under this Deed) the Lender will be entitled to recover from the Chargor the value which the Lender has placed upon such Security (or other right) or the amount of any such payment as if such release, settlement or discharge had not occurred.

11.2 Avoidable payments

If the Lender, acting reasonably, considers that any amount paid by or on behalf of the Chargor in respect of the Secured Liabilities is capable of being avoided, set aside or ordered to be refunded or reduced for any reason then, for the purposes of this Deed, such amount will not be considered to have been irrevocably paid.

11.3 Waiver of defences

The obligations of the Chargor under this Deed and the Security created by this Deed will not be affected by any act, omission, matter or thing which, but for this Clause 11.3, would reduce, release or prejudice any of its obligations under this Deed or the Security created by this Deed (without limitation and whether or not known to it or the Lender) including:

- 11.3.1 any time, waiver or consent granted to, or composition with, the Chargor, or other person or the release of any such composition or arrangement;
- 11.3.2 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Chargor, or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- 11.3.3 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor, or any other person;
- 11.3.4 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- 11.3.5 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- 11.3.6 any insolvency or similar proceedings.

11.4 Chargor Intent

Without prejudice to the generality of Clause 11.3 (*Waiver of defences*), the Chargor expressly confirms that it intends that the Security created by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: acquisitions of any nature; increasing working capital; enabling distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any facility or amount might be made available from time to time and any fees, costs and/or expenses associated with any of the foregoing.

11.5 Immediate recourse

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

11.6 Appropriations

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

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

12. CHANGES TO THE PARTIES**12.1 No assignment by Chargor**

The Chargor may not assign, transfer or otherwise dispose of all or any of its rights, obligations or benefits under this Deed.

12.2 Assignment by Lender

The Lender may assign any of its rights or transfer any of its rights, benefits or obligations under this Deed in accordance with the terms of the Finance Documents.

13. MISCELLANEOUS

- 13.1 The illegality, invalidity or unenforceability for whatever reason of any provision of this Deed in any jurisdiction, shall not affect the legality, validity or enforceability of that provision in any other jurisdiction or the legality, validity or enforceability of the remaining provisions in any jurisdiction.
- 13.2 This Deed shall take effect as a deed even if it is signed under hand on behalf of the Lender.
- 13.3 No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or

remedy. The rights and remedies provided in this Deed are cumulative and are not exclusive of any right or remedies provided by law.

14. NOTICES

- 14.1 Clause ~~15~~¹ of the Facility Letter shall apply to any communication or notice to be made under or in connection with this Deed.

15. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Deed.

16. GOVERNING LAW

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

17. JURISDICTION

- 17.1 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligations arising out of or in connection with it) (a "Dispute").
- 17.2 The Parties agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no Party will argue to the contrary.
- 17.3 This Clause 17 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

This Deed is executed as a deed and delivered on the date stated at the beginning of this Deed.

¹ Drafting note: check cross-reference.

SCHEDULE 1**Details of Secured Property****Part I
Real Property**

Address/description of the Real Property	Title number
Land at Chancery Cottage, Linton Road, Gorsley, Herefordshire HR9 7SH	HE70210

**Part II
Transaction Documents**

Brief description of agreement	Date of agreement	Parties to agreement (including address for service of notices)
Transfer of Land at Chancery Cottage, Linton Road, Gorsley, Herefordshire HR9 7SH	12 August 2023	Direct Autos Servicing (Holdings) Ltd

SCHEDULE 2

Part I - Notice of Assignment of Transaction Documents

[Name of Counterparty]
[insert address]

[DATE]

Dear Sirs,

Debenture dated [insert date] between [insert name of Chargor] (Chargor) and Julian Hodge Bank Limited (Lender) (Debenture)

We refer to the [insert details of contract] (**Contract**).

This letter constitutes notice to you that under the Debenture we have assigned, by way of security, to the Lender all our rights in respect of the Contract.

We confirm that:

- We will remain liable under the Contract to perform all the obligations assumed by us under the Contract.
- Neither the Lender nor any receiver or delegate appointed by the Lender will at any time be under any obligation or liability to you under or in respect of the Contract.

Neither the Debenture nor this notice releases, discharges or otherwise affects your liability and obligations in respect of the Contract.

Subject to the above, we will remain entitled to exercise all our rights, powers and discretions under the Contract and you may continue to deal with us in relation to the Contract and give notices under the Contract to us unless and until you receive written notice to the contrary from the Lender. Thereafter, all such rights, powers and discretions shall be exercisable by, and you must give notice to and make all payments to, the Lender or as it directs and we will cease to have any right to deal with you in relation to the Contract and you must deal only with the Lender.

Please note that we have agreed that we will not amend or waive any provision of or terminate the Contract without the prior written consent of the Lender.

The instructions in this notice may only be revoked or amended with the prior written consent of the Lender.

Please confirm that you agree to the terms of this notice, and to act in accordance with its provisions, by sending the attached acknowledgement to the Lender at One, Central Square, Cardiff CF10 1FS, marked for the attention of [], with a copy to us.

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

Yours sincerely,

.....
[insert name of Chargor]

Part II - Form of acknowledgement

Julian Hodge Bank Limited
One, Central Square
Cardiff
CF10 1FS

[DATE]

Dear Sirs,

Debenture dated [insert date] between [insert name of Chargor] (Chargor) and Julian Hodge Bank Limited (Lender) (Debenture)

We confirm receipt from the Chargor of a notice (**Notice**) dated [insert date] of an assignment, by way of security, of all the Chargor's rights under [insert details of the Contract] (**Contract**).

We confirm that:

- We accept the confirmations and instructions contained in the Notice and agree to comply with the Notice.
- There has been no amendment, waiver or release of any rights or interests in the Contract since the date of the Contract.
- We will not cancel, avoid, release or otherwise allow the Contract to lapse without giving the Lender at least 30 days' prior written notice.
- We have not, as at the date of this acknowledgement, received notice that the Chargor has assigned its rights under the Contract to a third party, or created any other interest (whether by way of security or otherwise) in the Contract in favour of a third party.
- The Lender will not in any circumstances have any liability in relation to the Contract.
- The Contract shall not be rendered void, voidable or unenforceable by reason of any non-disclosure by the Lender.

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

Yours sincerely,

.....

[insert name of Counterparty]

SCHEDULE 3

Notice and acknowledgement - Insurance Policy

Part I- Form of notice

[Name of insurer]
[insert address]

[DATE]

Dear Sirs,

Debenture dated [insert date] between [insert name of Chargor] and Julian Hodge Bank Limited (Lender) (Debenture)

We refer to the [describe the insurance policy and number] (Policy).

This letter constitutes notice to you that under the Debenture we have assigned to the Lender, by way of security, all our rights in the Policy, including all claims, the proceeds of all claims and all returns of premium in connection with the Policy.

We irrevocably instruct and authorise you to:

- Name the Lender as composite insured in respect of its own separate insurable interest under the Policy (except in relation to public liability and third party liability insurance).
- Name the Lender as first loss payee (other than in respect of any claim under any public liability and third party liability insurances).
- Comply with the terms of any written instructions received by you from the Lender relating to the Policy, without notice or reference to, or further authority from, us and without enquiring as to the justification or the validity of those instructions.
- Hold all sums from time to time due and payable by you to us under the Policy to the order of the Lender.
- Pay, or release, all monies to which we are entitled under the Policy to the Lender, or to such persons as the Lender may direct.
- Disclose information in relation to the Policy to the Lender on request by the Lender.

Neither the Debenture nor this notice releases, discharges or otherwise affects your liability and obligations in respect of the Policy.

Subject to the foregoing, you may continue to deal with us in relation to the Policy until you receive written notice to the contrary from the Lender. Thereafter, we will cease to have any right to deal with you in relation to the Policy and you must deal only with the Lender.

The instructions in this notice may only be revoked or amended with the prior written consent of the Lender.

Please confirm that you agree to the terms of this notice and to act in accordance with its provisions by sending the attached acknowledgement to the Lender at One, Central Square, Cardiff CF10 1FS, for the attention of [], with a copy to us.

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

Yours sincerely,

.....

[insert name of Chargor]

Part II - Form of acknowledgement

Julian Hodge Bank Limited
One, Central Square
Cardiff
CF10 1FS

[DATE]

Dear Sirs,

Debenture dated [insert date] between [insert name of Chargor] (Chargor) and Julian Hodge Bank Limited (Lender) (Debenture)

We confirm receipt from the Chargor of a notice (**Notice**) dated [insert date] of an assignment by way of security, to the Lender, of all the Chargor's rights in [describe insurance policy and number] (**Policy**), including all claims, the proceeds of all claims and all returns of premiums in connection with the Policy.

We confirm that:

- We accept the instructions and authorisations contained in the Notice and agree to comply with the Notice.
- We have named the Lender as composite insured in respect of its own separate insurable interest under the Policy and as first loss payee (except in relation to public liability and third party liability insurances).
- There has been no amendment, waiver or release of any rights or interests in the Policy since the date the Policy was issued.
- We have not, as at the date of this acknowledgement, received notice that the Chargor has assigned its rights under the Policy to a third party, or created any other interest (whether by way of security or otherwise) in the Policy in favour of a third party.
- The Policy contains the following standard commercial terms:
 - (i) a non-invalidating and non-vitiating clause under which the insurances will not be vitiated or avoided as against any insured party as a result of any circumstances beyond the control of that insured party or any misrepresentations, non-disclosure, or breach of any policy term of condition, on the part of any insured party or any agent of any insured party;
 - (ii) a waiver of the rights of subrogation of the insurer as against the Chargor, the Lender and the tenants of the relevant property; and
 - (iii) the insurers must give at least 30 days' notice to the Lender if any insurer proposes to repudiate, rescind or cancel any insurance, to treat it as avoided in whole or in part, to treat it as expired due to non-payment of premium or otherwise decline any valid claim under it by or on behalf of any insured party and must give the Lender the opportunity to rectify any such non-payment of premium within the notice period.
- The Lender will not have any liability for any premium in relation to the Policy unless it has expressly and specifically requested to be made liable in respect of any increase in premium or unpaid premium in respect of the Policy.

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

Yours sincerely,

.....
[insert name of Insurer]

SCHEDULE 4

Notice and acknowledgement - bank account

Part I - Form of notice

[Name of Account Bank]
[insert address of Account Bank]

[DATE]

Dear Sirs,

Debenture dated [insert date] between [insert name of Chargor] and Julian Hodge Bank Limited (Lender) (Debenture)

This letter constitutes notice to you that under the Debenture we have assigned, by way of security to the Lender, all monies from time to time standing to the credit of the account held with you and detailed below (**Account**), together with all other rights and benefits accruing to or arising in connection with the Account (including, but not limited to, entitlements to interest):

Name of Account: [NAME OF ACCOUNT]

Sort code: [SORT CODE]

Account number: [ACCOUNT NUMBER]

We irrevocably instruct and authorise you to:

- Disclose to the Lender any information relating to the Account requested from you by the Lender.
- Comply with the terms of any written notice or instructions relating to the Account received by you from the Lender.
- Following written notice to you from the Lender that the Debenture has become enforceable, to hold all sums from time to time standing to the credit of the Account to the order of the Lender.
- Following written notice to you from the Lender that the Debenture has become enforceable, pay or release all or any part of the monies standing to the credit of the Account in accordance with the written instructions of the Lender.

We are permitted to withdraw any amount from the Account without the prior written consent of the Lender unless and until you receive a notice from the Lender to the contrary stating that we are no longer permitted to withdraw any amount from the Account without its consent.

We acknowledge that you may comply with the instructions in this notice without any further permission from us.

The instructions in this notice may only be revoked or amended with the prior written consent of the Lender.

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

Please confirm that you agree to the terms of this notice and to act in accordance with its provisions by sending the attached acknowledgement to the Lender at One, Central Square, Cardiff CF10 1FS, for the attention of [], with a copy to us.

Yours sincerely,

Signed.....

[insert name of Chargor]

Part II - Form of acknowledgement

[On headed notepaper of the bank, financial institution or other person]

Julian Hodge Bank Limited
One, Central Square
Cardiff
CF10 1FS

[DATE]

Dear Sirs,

Debenture dated [insert date] between [insert name of Chargor] (Chargor) and Julian Hodge Bank Limited (Lender) (Debenture)

We confirm receipt from the Chargor of a notice (**Notice**) dated [insert date] of an assignment by way of security, to the Lender, of all the Chargor's rights in the account detailed below (**Account**), together with all other rights and benefits accruing to or arising in connection with the Account (including, but not limited to, entitlements to interest):

Name of Account: [NAME OF ACCOUNT]

Sort code: [SORT CODE]

Account number: [ACCOUNT NUMBER]

We confirm that we:

- Accept the instructions contained in the Notice and agree to comply with the Notice.
- Following written notice from you confirming that the Debenture has become enforceable, will not permit any amount to be withdrawn from the Account without your prior written consent.
- Have not received notice of the interest of any third party in respect of the Account.
- Have neither claimed nor exercised, nor will claim or exercise any security interest, set-off, counter-claim or other right in respect of the Account.
- Will comply with any notice we may receive from you in respect of the Account.

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

Yours sincerely,

Signed.....

[insert name of Bank, Financial Institution or other person]

Execution page

The Chargor

Executed as a deed by
EVERGREEN DEVELOPMENTS
HOLDINGS LTD
acting by one director in the presence
of:

Director
Name:

Witness signature:

Witness name:

Witness address:

The Lender

STEVE BLAKE
Executed as a deed by *CREDIT QUALITY*)
JULIAN HODGE BANK LIMITED *MANAGER*)
acting by its duly authorised attorney)

Authorised attorney

in the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:

and its duly authorised attorney)

SIÂN PHILLIPS)
DIRECT INVESTMENTS MANAGER)

in the presence of:

Authorised attorney

Witness signature:

Witness name:

Witness address:

Witness occupation:

