



Registration of a Charge

LLP name in full: **MONUCAP LLP**

LLP Number: **OC436884**



Received for filing in Electronic Format on the: **23/06/2021**

XA7A5VLM

Details of Charge

Date of creation: **16/06/2021**

Charge code: **OC43 6884 0001**

Persons entitled: **IKEN LOAN SERVICING LTD**

Brief description: **NONE AS AT THE DATE OF THE INSTRUMENT.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **CHRISTIAN FRANCIS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC436884

Charge code: OC43 6884 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th June 2021 and created by MONUCAP LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013 on 23rd June 2021 .

Given at Companies House, Cardiff on 24th June 2021

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under the Limited Liability Partnership
(Application of the Companies Act 2006) Regulations 2009 SI 2009/1804



Companies House



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

Date: 16 June 2021

**KH V LENDING 302 LIMITED and
MONUCAP LLP**

as Chargors

PROJECT NICHOLAS LIMITED

as Borrower

IKEN LOAN SERVICING LIMITED

as Security Agent

Subordinated Creditors' Security
Agreement

Contents

No.	Heading	Page
1.	Definitions and interpretation	1
2.	Covenant to pay	3
3.	Creation of Security	3
4.	Notices of assignment and Borrower confirmations	4
5.	Further assurance	5
6.	Representations and warranties	5
7.	Acknowledgement of terms of the Facility Agreement	7
8.	Undertakings by each Chargor	7
9.	When Security becomes enforceable	8
10.	Enforcement of Security	8
11.	Receiver	10
12.	Powers of Receiver	11
13.	Application of proceeds	12
14.	Expenses	13
15.	Delegation	13
16.	Power of attorney	14
17.	Non-release provisions	14
18.	Release	16
19.	Benefit of this Deed	16
20.	Notices	17
21.	Miscellaneous	17
22.	Governing law and enforcement	19

THIS DEED is made the 16th day of June 2021

BETWEEN:

- (1) **KH V LENDING 302 LIMITED**, a limited liability company registered in England & Wales (registered number 12455456) and whose registered office is at 105 Wigmore Street, London, United Kingdom, W1U 1QY;
 - (2) **MONUCAP LLP**, a limited liability partnership registered in England & Wales (registered number OC436884) and whose registered office is at Time Central, 32 Gallowgate, Newcastle Upon Tyne, Tyne And Wear, United Kingdom, NE1 4BF;
- ((1) and (2) each as a "**Chargor**" and together the "**Chargors**");
- (3) **PROJECT NICHOLAS LIMITED**, a limited company registered in England & Wales (registered number 13231198) and whose registered office is at Time Central, 32 Gallowgate, Newcastle Upon Tyne, Tyne And Wear, United Kingdom, NE1 4BF (the "**Borrower**"); and
 - (4) **IKEN LOAN SERVICING LTD**, a company registered in England (company registration no. 10536925) whose registered office is at 10 Queen Street Place London United Kingdom EC4R 1AG as security trustee for the Secured Parties (as defined in the Facility Agreement, as defined below) (the "**Security Agent**").

IT IS AGREED as follows:

1. Definitions and interpretation

1.1 Definitions

In this Deed:

"**Act**" means the Law of Property Act 1925;

"**Charged Assets**" means all or any of the assets of each Chargor which are the subject of any Security created or to be created by this Deed;

"**Default Rate**" means the rate of interest determined in accordance with clause 8.3 of the Facility Agreement;

"**Event of Default**" has the same meaning as in the Facility Agreement;

"**Facility Agreement**" means the facility agreement dated on or about the date as this Deed and made between (1) the Borrower (2) Tunstall Real Estate Credit II Lendco S.Á R.L. (as lender) and (3) the Security Agent (as facility agent and security agent), as amended, restated, novated or supplemented from time to time;

"**Finance Document**" has the meaning given to it in the Facility Agreement;

"**Receiver**" means a receiver or receiver and manager appointed by the Security Agent under this Deed;

"**Regulations**" means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) (as amended) or (where the context admits) equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements;

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each Transaction Obligor to any Secured Parties under each Finance Documents;

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect;

"Security Period" means the period beginning on the date of this Deed and ending on the date on which:

- (a) all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full; and
- (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents;

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

"Subordinated Loan Agreements" mean:

- (a) the loan agreement dated 6 May 2021 between KH V Lending 302 Limited and the Borrower; and
- (b) the loan agreement dated 6 May 2021 between MonuCap LLP and the Borrower; and
- (c) any other loans made available or to be made available by a Chargor to the Borrower from time to time (and whether pursuant to a Subordinated Loan Agreement or otherwise);

"Subordinated Loan Related Rights" means, in relation to any Subordinated Loan Agreement and/or any Subordinated Loan:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants of title in respect of that asset; and
- (c) all monies and proceeds paid or payable in respect of that asset.

1.2 Construction

- (a) The provisions of clause 1.2 (*Construction*) of the Facility Agreement apply to the Deed as though they were set out in full in this Deed except that references to the Facility Agreement will be construed as references to this Deed.
- (b) Unless a contrary indication appears, any reference in this Deed to:
 - (i) **"assets"** includes present and future properties, revenues and rights of every description and includes the proceeds of sale of any such asset;
 - (ii) the **"Secured Party"**, any **"Chargor"**, or any other person includes its respective successors in title, permitted assigns and or permitted transferees;

- (iii) the "**Charged Assets**" or the "**Secured Liabilities**" includes a reference to any of them and to any part of them;
 - (iv) this "**Deed**" or any other agreement or document is a reference to this Deed or, as the case may be, such other agreement or document as the same may have been, or may from time to time be, amended, varied, supplemented or novated;
 - (v) a provision of law is a reference to that provision as amended or re-enacted and includes any subordinate legislation;
 - (vi) "**this Security**" means any Security created or constituted by this Deed;
 - (vii) the "**winding-up**" of a person includes the amalgamation, reconstruction, reorganisation, dissolution, liquidation, winding-up, merger or consolidation of that person, and any equivalent or analogous procedure under the law of any jurisdiction in which the person is incorporated or resident or carries on a material part of its business or has material assets; and
 - (viii) words in the singular include the plural and vice versa and words in one gender include any other gender.
- (c) A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.
 - (d) Notwithstanding any other provision of this Deed the Security Agent agrees that its sole recourse to the Chargor under this Deed is to each Chargor's interest in the Charged Assets plus all costs, expenses, interest and other amounts payable by the relevant Chargor under this Deed and it shall have no recourse under this Deed to any other property, asset, right or benefit of that Chargor provided that nothing herein shall limit or restrict any rights or recourse that the Security Agent or any other Secured Party may have under any other agreement.
 - (e) The index to and the headings in this Deed are for convenience only and are to be ignored in construing this Deed.
 - (f) Terms defined in the Facility Agreement have, unless expressly defined in this Deed, the same meanings in this Deed.

2. Covenant to pay

Each Chargor shall pay to the Security Agent or discharge all the Secured Liabilities when due to the Security Agent, whether at maturity, on acceleration, on demand or otherwise.

3. Creation of Security

3.1 Security

All Security created by each Chargor under clauses 3.2 and 3.3 is:

- (a) continuing security for the payment and discharge of the Secured Liabilities;
- (b) granted with full title guarantee;

- (c) granted in respect of all the right, title and interest (if any), present and future, of that Chargor in and to the relevant Charged Assets; and
- (d) granted in favour of the Security Agent.

3.2 Assignment

- (a) Each Chargor assigns all of its rights, benefits, title, claim and interest in and to each Subordinated Loan Agreement, each Subordinated Loan and all Subordinated Loan Related Rights.
- (b) To the extent that any such right described in paragraph **Error! Reference source not found.** above is not capable of assignment, the assignment of that right purported to be effected by paragraph **Error! Reference source not found.** above shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which each Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (c) Each Chargor shall remain liable to perform all its obligations under each Subordinated Loan Agreement and in respect of each Subordinated Loan.

3.3 Fixed Charges

To the extent not validly and effectively assigned pursuant to clause 3.2 above, each Chargor with full title guarantee charges to the Security Agent by way of first fixed charge as a continuing security for the payment and discharge of the Secured Liabilities all that Chargor's present and future right, title and interest in all its rights, benefits, title, claim and interest in and to each Subordinated Loan Agreement, each Subordinated Loan and all Subordinated Loan Related Rights.

4. Notices of assignment and Borrower confirmations

- 4.1 Pursuant to this Clause 4, each Chargor notifies the Borrower that, pursuant to this Deed, each Chargor has assigned all of its benefits rights, titles, claims and interests in and to each Subordinated Loan Agreement, each Subordinated Loan and all Subordinated Loan Related Rights.
- 4.2 The Borrower enters into this Deed to:
 - (a) acknowledge to the Security Agent and each Chargor that it has notice of the assignment referred to in Clause 4.1 above;
 - (b) confirm to the Security Agent that the Borrower has not claimed or exercised, has any outstanding right to claim or exercise and will not exercise any right of set off, counter claim or other right relating to any payment to be made by the Borrower in respect of any Subordinated Loan Agreement, any Subordinated Loan and/or any Subordinated Loan Related Right; and
 - (c) acknowledge that the Security Agent shall not be under any obligation in relation to any Subordinated Loan Agreement and/or any Subordinated Loan as a consequence of this Deed and each Chargor shall at all times remain liable to perform all obligations expressed to be assumed by it in respect of each Subordinated Loan Agreement and/or each Subordinated Loan.

5. Further assurance

Each Chargor will, if so requested by the Security Agent or a Receiver at any time, promptly and at that Chargor's expense, execute and deliver and do all deeds, instruments, transfers, powers of attorney, renunciations, proxies, notices, documents, acts and things in such form as the Security Agent or a Receiver may from time to time require for perfecting or protecting the Security Agent's security over the Charged Assets or facilitating or effecting the realisation of the Charged Assets (including, in so far as it is able, procuring that any transfer of the Charged Assets in favour of the Security Agent or its nominee or any purchaser and any subsequent transfer by the Security Agent is duly registered in the books of the Borrower) or the exercise of any right, power or discretion exercisable by the Security Agent or any Receiver or any of its or their delegates or sub-delegates in respect of any Charged Asset.

6. Representations and warranties

Each Chargor makes the representations and warranties set out in this Clause 6 to the Security Agent.

6.1 Status

- (a) KH V Lending 302 Limited is a limited liability company, duly incorporated and validly existing under the laws of England and Wales.
- (b) MonuCap LLP is a limited liability partnership, duly formed and validly existing under the laws of England and Wales.
- (c) Each Chargor has the power to own its assets and carry on its business as it is being conducted.

6.2 Non-conflict with Other Obligations

The entry into, and performance by it of the transactions contemplated by, this Deed does not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutional documents, LLP agreement or other constitutive documents of that Chargor (if applicable); or
- (c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument.

6.3 Power and Authority

- (a) It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed.
- (b) No limit on its powers will be exceeded as a result of the grant of security or giving of indemnities contemplated by this Deed or any other Finance Document or Subordinated Loan Agreement to which it is a party.

6.4 Legal validity

The obligations and liabilities expressed to be assumed by each Chargor under this Deed are legal, valid, binding and enforceable obligations of that Chargor.

6.5 Authorisations

- (a) All Authorisations required or desirable:
 - (i) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed; and
 - (ii) to make this Deed admissible in evidence in its Relevant Jurisdiction,have been obtained or effected and are in full force and effect.
- (b) All Authorisations necessary for the conduct of its business, trade and ordinary activities have been obtained or effected and are in full force and effect.

6.6 Ownership of Charged Assets

- (a) It is and will remain legally and beneficially entitled to all the Charged Assets.
- (b) The rights of each Chargor in respect of the Charged Assets are free from any Security other than Security created by this Deed.
- (c) There are no agreements or arrangements affecting the Charged Assets in any way or which would or might in any way fetter or otherwise prejudice the rights of each Chargor or any mortgagee or chargee of the Charged Assets.

6.7 Subordinated Loans

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

6.8 Security

This Deed creates the Security it purports to create and is not liable to be avoided or otherwise set aside on the winding-up or administration of each Chargor or otherwise.

6.9 No disposals

No Chargor has sold or otherwise disposed of or agreed to sell or otherwise dispose of or granted or agreed to grant any option in respect of all or any of that Chargor's right, title and interest in and to the Charged Assets.

6.10 Centre of main interests and establishments

For the purposes of Regulation (EU) 2015/848 of 20 May 2015 on insolvency proceedings (recast), each Chargor's centre of main interest (as that term is used in Article 3(1) of that Regulation) is situated in England and Wales and it has no "establishment" (as that term is used in Article 2(10) of that Regulation) in any other jurisdiction.

6.11 Choice of law

The choice of English law as the governing law of this Deed will be recognised and enforced in its jurisdiction of incorporation.

6.12 Repetition

- (a) All the representations and warranties in this Clause 6 are made by each Chargor on the date of this Deed and are also deemed to be made by each Chargor:
 - (i) on the date of each Utilisation Request and each Utilisation Date; and
 - (ii) on the first day of each Interest Period.
- (b) Each representation or warranty deemed to be made after the date of this Deed shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

7. Acknowledgement of terms of the Facility Agreement

Each Chargor acknowledges that it is aware of the terms of the Facility Agreement.

8. Undertakings by each Chargor

The undertakings in this Clause 8 are made in favour of the Security Agent and remain in force throughout the Security Period.

8.1 Restriction on dealing and negative pledge

Each Chargor shall do or agree to do any of the following:

- (a) create or permit to subsist any Security on any Charged Asset (except as expressly permitted under the Facility Agreement); or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Charged Asset (except as expressly permitted under the Facility Agreement).

8.2 Compliance with laws

Each Chargor shall comply promptly with any notice served on it under the Companies Act 2006 and will comply with any law or regulation of any competent authority in any way related to or affecting the Charged Assets and with the conditions of any consent applicable to this Deed.

8.3 Preservation of Charged Assets

No Chargor shall do or cause or permit to be done anything which is a variation or abrogation of the rights attaching to or conferred by the Charged Assets or which may in any way depreciate, jeopardise or otherwise prejudice the value to the Security Agent of the Charged Assets or this Deed.

8.4 Subordinated Loans

Each Chargor shall not take, or omit to take, any action which might result in

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

8.5 Information

Each Chargor shall provide a copy of any report, accounts, circular or notice received in respect of or in connection with any of the Charged Assets to the Security Agent without delay upon receipt by that Chargor.

9. When Security becomes enforceable

9.1 When enforceable

This Security shall become immediately enforceable upon the occurrence of an Event of Default and shall remain so for so long as such Event of Default is continuing.

9.2 Statutory Powers

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Deed) shall be immediately exercisable upon and at any time after the occurrence of any Event of Default and for so long as such Event of Default is continuing.

9.3 Enforcement

After this Security has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of this Security in any manner it sees fit.

10. Enforcement of Security

10.1 Powers of the Security Agent

- (a) The Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees, except that section 103 of the Act does not apply.
- (b) In addition, to the fullest extent permitted by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) upon a Receiver of the Charged Assets may after this Security has become enforceable be exercised by the Security Agent in relation to any Charged Asset without first appointing a Receiver or notwithstanding the appointment of a Receiver.

10.2 Consideration on a disposal

The consideration for any sale or other disposal of the Charged Assets by the Security Agent or any Receiver in the exercise of their respective powers may (in addition to that permitted under the Act on a sale by the Security Agent) consist of cash, shares, securities, debentures or other valuable consideration, may fluctuate according to or dependent upon profit or turnover or be determined by a third party, and may be payable in a lump sum or in instalments (with or without security).

10.3 Liabilities in relation to the Charged Assets

- (a) Neither the Security Agent nor any Receiver shall be liable to account to each Chargor for anything except actual receipts or be liable for any loss on realisation or for any

failure to present any coupon, interest or any bond or stock drawn for repayment or for any failure to pay any call or instalment or to accept any offer or notify each Chargor or any such matter or for any failure to ensure that the correct amounts (if any) are paid and received in respect of the Charged Assets or for any negligence by its nominees or agents.

- (b) Neither the Security Agent nor its agents, managers, officers, employees, delegates and advisers nor any Receiver shall be liable to any claim, demand, liability, loss, damage, cost or expense incurred or arising in connection with the exercise or purported exercise of any right, power or discretion under this Deed.

10.4 Protection of third parties

No person (including, but not limited to, a purchaser) dealing with the Security Agent or a Receiver or its or his agents will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable; or
- (b) whether any power which the Security Agent or the Receiver is purporting to exercise has become exercisable; or
- (c) whether any money remains due to the Security Agent; or
- (d) how any money paid to the Security Agent or to the Receiver is to be applied.

10.5 Redemption of prior mortgages

At any time after this Security has become enforceable, the Security Agent may:

- (a) redeem any prior Security against any Charged Asset; and/or
- (b) procure the transfer of that Security to itself; and/or
- (c) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer. Any accounts so settled and passed shall be conclusive and binding on that Chargor.

All principal moneys, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by each Chargor to the Security Agent on demand and form part of the Secured Liabilities.

10.6 General

- (a) The power of sale conferred by section 101 of the Act and the other powers conferred on mortgagees and Receivers by this Deed or by law (as varied or extended by this Deed) shall arise on the execution of this Deed by each Chargor and shall be immediately exercisable at any time after this Security has become enforceable.
- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (c) For the purposes of all powers implied by statute or arising by law, the Secured Liabilities are deemed to have become due on the date of this Deed.

- (d) The power to appoint a Receiver pursuant to Clause 11.1 (*Appointment*) is in addition to the power to appoint a Receiver under section 101(1)(iii) of the Act. Section 109(1) of the Act does not apply to this Deed.

11. Receiver

11.1 Appointment

- (a) At any time after this Security has become enforceable, or if any Chargor so requests the Security Agent in writing at any time, the Security Agent may without further notice appoint by deed or in writing under its hand any one or more persons to be a Receiver of all or any part of the Charged Assets.
- (b) If a Receiver is appointed of part of the Charged Assets the Security Agent may subsequently extend the appointment to all or any other part of the Charged Assets or appoint another Receiver of any other part of the Charged Assets.

11.2 Removal

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver):

- (a) remove any Receiver appointed by it; and
- (b) whenever it deems it expedient, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

11.3 Remuneration

The Security Agent may fix the remuneration of any Receiver appointed by it.

11.4 Payments to the Security Agent

Only monies actually paid by a Receiver to the Security Agent in satisfaction or discharge of the Secured Liabilities shall be capable of being applied by the Security Agent for that purpose.

11.5 Agent of each Chargor

Each Receiver is deemed to be the agent of each Chargor for all purposes and accordingly is deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. Each Chargor alone shall be responsible for his remuneration and for his contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him and the Security Agent shall not incur any liability (either to a Chargor or to any other person) by reason of the Security Agent making his appointment as a Receiver or for any other reason.

11.6 Receivers of the same assets

If at any time any two or more persons hold office as Receivers of the same assets or income, each one of such Receivers shall be entitled (unless the contrary is stated in the instrument(s) appointing them) to exercise all powers and discretions conferred on Receivers by this Deed individually and to the exclusion of the other or others of them.

12. Powers of Receiver

12.1 General

Every Receiver has (subject to any limitation or restriction expressed in the instrument appointing him):

- (a) all the rights, powers and discretions conferred on a receiver appointed under the Act and on a receiver or an administrative receiver under the Insolvency Act 1986, or otherwise conferred by any law; and
- (b) all the rights, powers and discretions set out below in this Clause 12 or otherwise conferred by this Deed.

12.2 Possession and control

A Receiver may take possession of, collect and get in the Charged Assets and may do anything which the Receiver considers appropriate for any such purpose.

12.3 Comply with undertakings

A Receiver may comply with and perform all of the undertakings and covenants of each Chargor contained in this Deed.

12.4 Borrow money

For the purpose of exercising any of the rights, powers, authorities and discretions conferred on him by or pursuant to this Deed or for any other purpose a Receiver may raise or borrow money from the Security Agent or others either unsecured or on the security of the Charged Assets (either in priority to this Security or otherwise) and generally on such terms as he may think fit. No person lending that money shall be concerned as to the propriety or purpose of the exercise of that power or to check the application of any money so raised or borrowed.

12.5 Power of sale

A Receiver may sell, transfer, assign, exchange, or otherwise convert into money or realise or dispose of the Charged Assets or concur in any of the same, either by public auction or private contract or in any other manner, and generally in such manner and on such terms and conditions and for such consideration as he may think fit.

12.6 Transfers and other disposals

A Receiver may carry any sale or other disposal into effect by transferring or otherwise making such disposal in the name of each Chargor and for that purpose may give valid receipts for all moneys and enter into covenants and contractual obligations in the name of and so as to bind that Chargor.

12.7 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to the Charged Assets as he may think fit.

12.8 Rights and obligations in relation to the Charged Assets

A Receiver may exercise all rights under the Charged Assets, and may enter into, incur, perform, repudiate, rescind, abandon, rectify, vary or novate any right or obligation of each Chargor to any person and do anything (including, but not limited to, making payments) as the Receiver considers may be necessary or incidental to the protection, improvement, preservation or realisation of the Charged Assets or this Deed.

12.9 Settle disputes

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

12.10 Arrangements or compromises

A Receiver may make any arrangement or compromise, allow time for payment or enter into, abandon, cancel or disregard any contracts or rights as he may think expedient.

12.11 Prior Security

A Receiver may redeem any prior Security on such terms as he may think fit.

12.12 Act in each Chargor's name

A Receiver may do all acts and execute in the name and on behalf of each Chargor, any deed, receipt or other document.

12.13 Other acts

A Receiver may:

- (a) do all other acts and things which he may consider to be necessary or desirable for realising any Charged Asset or incidental or conducive to any of the rights, powers and discretions conferred on a Receiver by this Deed; and
- (b) exercise in relation to the Charged Assets all powers, authorities and things which he could exercise if he were the absolute beneficial owner of the Charged Assets.

13. Application of proceeds

13.1 Order of application

Any moneys received by the Security Agent or any Receiver under this Deed or otherwise by reason of this Security shall at all times be applied in satisfaction of, whether in whole or in part, of the Secured Liabilities in accordance with the Facility Agreement.

13.2 Contingent or future liabilities

If any money is received by the Security Agent or a Receiver as a result of the enforcement of or otherwise by reason of this Security at a time when the Secured Liabilities include contingent or future liabilities the Security Agent or any Receiver may hold some or all of such money in an interest bearing suspense account.

14. Expenses

14.1 Costs and expenses

- (a) Any sums paid or expended by the Security Agent or any Receiver either:
 - (i) as a result of the Security Agent or any Receiver taking action which the Security Agent or any Receiver shall consider necessary or desirable in connection with the Charged Assets or to procure compliance with any covenant or obligation on the part of each Chargor contained in this Deed; or
 - (ii) which is in respect of any action or thing expressed in this Deed to be done at the cost of each Chargor,

and all costs, fees, taxes and expenses incurred by the Security Agent or any Receiver under or in connection with this Deed (including its negotiation, preparation and execution) or its enforcement and/or the preservation of the Security Agent's rights under this Deed shall bear interest at the Default Rate and shall be reimbursed by each Chargor to the Security Agent on demand and shall form part of the Secured Liabilities.

- (b) Any interest, commission or fee accruing under this Deed will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days or, in any case where the practice in the London interbank market differs, in accordance with that market practice.

14.2 Indemnity

Each Chargor shall indemnify the Security Agent (whether or not acting as mortgagee in possession) and any Receiver against all liabilities, claims and expenses whether arising out of contract or in tort or in any other way which may at any time be incurred by either of them (or by any person for whom they may be liable) in connection with this Deed or for anything done or omitted to be done in the exercise or purported exercise of their powers pursuant to this Deed.

14.3 Stamp duty

Each Chargor shall pay on demand all stamp, documentary, registration and other similar duties and taxes payable in connection with the entry into, performance or enforcement of this Deed and shall indemnify the Security Agent against any liabilities resulting from any delay or failure by each Chargor in making such payment.

14.4 Value Added Tax

Where this Deed requires each Chargor to reimburse or indemnify the Security Agent for any costs or expenses each Chargor shall at the same time reimburse and indemnify the Security Agent against all Value Added Tax (or any tax of a similar nature) incurred by the Security Agent in respect of the costs and expenses to the extent that the Security Agent determines that it is not entitled to credit or repayment of the Value Added Tax (or other tax of a similar nature).

15. Delegation

Each of the Security Agent and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by them under this Deed upon any terms (including power to sub-delegate) which it may think fit. Neither the Security Agent nor

any Receiver shall be in any way liable or responsible to each Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

16. Power of attorney

Each Chargor, by way of security, irrevocably and severally appoint the Security Agent, each Receiver and any of their respective delegates or sub-delegates to be their attorney with the full power and authority of each Chargor to execute, deliver and perfect all deeds, instruments and other documents in their name and otherwise on their behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of each Chargor under or pursuant to this Deed or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law. Each Chargor ratify and confirm whatever any attorney does or purports to do under its appointment under this Clause.

17. Non-release provisions

17.1 Waiver of defences

The obligations and liabilities of each Chargor under this Deed and this Security will not be affected by an act, omission or thing (whether or not known to it or the Security Party) which, but for this Clause, would reduce, release or prejudice any of such obligations and liabilities or Security including:

- (a) any time, waiver or consent granted to, or composition with, any person;
- (b) the release of any person under the terms of any composition or arrangement;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over property of, any person;
- (d) 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;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;
- (f) any amalgamation, merger or reconstruction of the Secured Party with any other person or any sale or transfer of the whole or any part of the assets of the Secured Party to any other person;
- (g) the existence of any claim, set-off or other rights which any other person may have at any time against the Security Agent;
- (h) any novation, amendment (however fundamental) or replacement of any document or Security;
- (i) any obligation of any person under any document or Security being void, voidable, invalid, unenforceable or otherwise irrecoverable; or
- (j) any insolvency or similar proceedings.

17.2 Immediate recourse

Each Chargor waives any right it may have of first requiring the Security Agent to proceed against or enforce any other rights or Security or claim payment from any person before enforcing this Security. This waiver applies irrespective of any law or any provision of any document to the contrary.

17.3 Appropriations

During the Security Period the Security Agent may:

- (a) refrain from applying or enforcing any moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or, subject to Clause 13 (*Application of proceeds*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and each Chargor shall not be entitled to the benefit of the same; and
- (b) hold in an interest bearing suspense account any moneys received from each Chargor for or on account of the Secured Liabilities.

17.4 Lien

The Security Agent shall be entitled to a general lien for all monies, liabilities and other obligations payable by each Chargor under this Deed on monies, securities, stocks, charges or other property or instruments of that Chargor which the Security Agent may at any time hold, have deposited with him or which are otherwise held by him or on its account, or of which he has possession, whether for safe custody or otherwise.

17.5 Deferral of each Chargor's rights

Until the expiry of the Security Period and unless the Security Agent otherwise directs, each Chargor will not exercise any rights which it may have by reason of the enforcement of this Deed:

- (a) to be indemnified or to claim any contribution in respect of any payment made or moneys received on account of each Chargor's liability under this Deed;
- (b) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Party or of any guarantee or other Security taken by the Secured Party;
- (c) to bring legal or other proceedings for an order requiring any person to make any payment, or perform any obligation, in respect of which each Chargor has given Security under this Deed;
- (d) to exercise any right of set-off against any person;
- (e) to exercise any right of quasi-retainer or other analogous equitable right; and/or
- (f) to claim or prove as a creditor of any person in competition with the Secured Party.

17.6 Turnover

If each Chargor receives any benefit, payment or distribution in relation to the rights referred to in Clause 17.5 (*Deferral of each Chargor's rights*) it shall hold that benefit, payment or distribution

to the extent necessary to enable the Secured Liabilities to be repaid in full on trust for the Secured Party and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in or towards discharge of the Secured Liabilities.

18. Release

18.1 Release of Charged Assets

Upon the expiry of the Security Period (but not otherwise), the Security Agent shall, at the request and cost of each Chargor, take whatever action is necessary to release or re-assign (without recourse or warranty) the Charged Assets from this Security.

18.2 Releases conditional

Any settlement, release or discharge under this Deed between the Secured Party and each Chargor will be conditional upon no security or payment to the Secured Party by each Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, winding-up, administration or insolvency for the time being in force, and if such condition is not satisfied, the Secured Party will be entitled to recover from each Chargor on demand the value of such security or the amount of any such payment as if such settlement or discharge had not occurred and/or to enforce this Security to the full extent of the Secured Liabilities.

18.3 No other release

No receipt, release or discharge of the security provided by, or of any liability arising under, this Deed shall release or discharge any Chargor from any liability to the Security Agent for the same or any other liability which may exist independently of this Deed.

19. Benefit of this Deed

19.1 Successors in title

This Deed shall bind and enure to the benefit of each Chargor and the Security Agent and their respective successors.

19.2 Assignment by the Security Agent

The Security Agent may assign any of its rights or transfer (whether by novation or otherwise) any of its rights or obligations under this Deed to any person to whom it is permitted to assign its rights or transfer any of its rights or obligations to under the terms of the Facility Agreement.

19.3 No assignment by the Chargor

No Chargor may assign or transfer all or any part of its rights and/or obligations under this Deed.

19.4 Disclosure of information

The Secured Party may disclose such information about each Chargor and the Charged Assets as the Secured Party thinks fit to a potential assignee or transferee of all or any part of its rights under this Deed, or to any person who may otherwise enter into contractual relations with the Secured Party in relation to any of the Secured Liabilities, or to any person to whom, and to the extent that, information is required to be disclosed by any applicable law or regulation, or to any person if an Event of Default has occurred or the disclosure is in connection with the protection or enforcement of the Secured Party's rights under this Deed.

20. Notices

20.1 Address

- (a) Clause 30 (*Notices*) of the Facility Agreement is incorporated into this Deed as if fully set out in this Deed.
- (b) The address and electronic mail address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for all communications or documents given under or in connection with this Deed are those identified with its name below or any substitute address or electronic mail address or department or officer or subsequently notified from time to time by the relevant Party for the purposes of the Facility Agreement or this Deed.

21. Miscellaneous

21.1 Continuing Security

This Security is continuing and will extend to the ultimate balance of all the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

21.2 Additional Security

This Security is in addition to and is not in any way prejudiced by any bill, note, guarantee, or other Security now or subsequently held by the Security Agent for any of the Secured Liabilities.

21.3 New accounts

If the Security Agent receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent charge or other interest affecting any Charged Asset and/or the proceeds of sale of any Charged Asset, the Security Agent may open a new account for any Chargor in its books. If the Security Agent does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice. As from that time all payments made to the Security Agent by or on behalf of that Chargor will be credited or be treated as having been credited to the new account and will not operate to reduce any amount for which this Deed is security.

21.4 No deduction or withholding

All payments made by each Chargor to the Security Agent under this Deed shall (save insofar as required by law to the contrary) be paid in full without set-off or counterclaim and free and clear of and without any deduction or withholding or payment for or on account of any present or future tax, levy, duty, impost or other charge or withholding of a similar nature. If any Chargor shall be required by law to effect any such deduction or withholding or payment that Chargor shall immediately pay to the Security Agent such additional amount as will result in the immediate receipt by the Security Agent of the full amount which would otherwise have been received had no such deduction or withholding or payment been made.

21.5 Set-off

- (a) Each Secured Party may (but shall not be obliged to) set off any obligation which is due and payable by any Chargor and unpaid (whether under the Finance Documents or which has been assigned to the Secured Party by any other Chargor) against any matured obligation owed by the Security Agent or such other Secured Party to that

Chargor, regardless of the place of payment, booking branch or currency of either obligation.

- (b) At any time after this Security has become enforceable (and in addition to its rights under clause 21.5(a)), each Secured Party may (but shall not be obliged to) set-off any contingent liability owed by the Chargor under any Finance Document against any obligation (whether or not matured) owed by the Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- (c) If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

21.6 Waivers; rights cumulative

No delay or omission of the Security Agent in exercising any right or remedy under this Deed or otherwise available to it at law shall impair such right or remedy, or be construed as a waiver of such right or remedy nor shall any single or partial exercise of any such right or remedy preclude its further exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law and may be waived only in writing and specifically.

21.7 Severability

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction will in any way be affected or impaired.

21.8 Certificates and determinations

A certificate or determination by the Security Agent of the amount of the Secured Liabilities outstanding at any time or of any other amount is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

21.9 Currency indemnity

- (a) If, for any reason, any payment due from any Chargor under or in connection with this Deed (or received on any realisation of this Security) is made or is satisfied or received in a currency (the "**Other Currency**") other than the currency in which the relevant payment is due (the "**Contractual Currency**"), then to the extent that the payment (when converted into the Contractual Currency at the rate of exchange on the date of payment or, in the case of the winding-up or administration or insolvency of a Chargor, at the rate of exchange on the latest date permitted by applicable law for the determination of liabilities in such winding-up or administration or insolvency) actually received by the Security Agent falls short of the amount expressed to be due under or secured by the terms of this Deed, that Chargor shall, as a separate and independent obligation, indemnify the Security Agent and hold the Security Agent harmless against the amount of such shortfall.
- (b) For the purpose of this Clause "**rate of exchange**" means the rate at which the Security Agent is able on the relevant date to purchase the Contractual Currency with the Other Currency and shall take into account any premium and other costs of exchange.

21.10 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 this Deed.

21.11 Security Agent Provisions

- (a) The Security Agent executes this Deed in the exercise of the rights, powers and authority conferred and vested in it under the Facility Agreement and any other Finance Document for and on behalf of the Secured Parties for whom it acts. It will exercise its powers, rights, duties and authority under this Deed in the manner provided for in the Facility Agreement and, in so acting, it shall have the protections, immunities, limitations of liability, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Facility Agreement and the other Finance Documents.
- (b) The Security Agent shall not owe any fiduciary duties to any Party to this Deed or any of their directors, employees, agents or affiliates.
- (c) Notwithstanding any other provisions of this Deed, in acting under and in accordance with this Deed the Security Agent is entitled to seek instructions from the relevant Secured Parties in accordance with the provisions of the Facility Agreement and at any time, and where it so acts or refrains from acting on the instructions of a Finance Party or Secured Parties entitled to give it instructions, the Security Agent shall not incur any liability to any person for so acting or refraining from acting.

22. Governing law and enforcement

- 22.1 This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.
- 22.2 The courts of England 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 any Finance Document) (a "**Dispute**").
- 22.3 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 22.4 This clause 22 is for the benefit of the Finance Parties and the Secured Parties only. As a result, the Finance Parties and the Secured Parties shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties and the Secured Parties may take concurrent proceedings in any number of jurisdictions.

EXECUTED as a Deed and delivered on the date stated at the beginning of this document.

CHARGOR

EXECUTED as a **DEED** by **KH V LENDING 302 LIMITED** acting
by two directors:

..... 

Signature of director

..... 

Signature of director

Address: 105 Wigmore Street, London, W1U 1QY

FAO: Iestyn Llewellyn-Smith

Email: 

CHARGOR

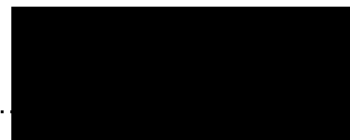
EXECUTED as a **DEED** by **MONUCAP LLP** acting by
two members:

.....



Member

.....



Member

Address: Time Central, 32 Gallowgate, Newcastle Upon Tyne, Tyne And Wear, United Kingdom,
NE1 4BF

Attention: Thomas Wooldridge

Email:



BORROWER

EXECUTED as a **DEED** by **PROJECT NICHOLAS LIMITED**
acting by two directors:

DocuSigned by:

8F9D3C6936A74C4...

Signature of director

9898AC5D0663414...

Signature of director

Address: 105 Wigmore Street, London, W1U 1QY

FAO: Iestyn Llewellyn-Smith

Email:

SECURITY AGENT

SIGNED by

For and on behalf of **IKEN LOAN SERVICING LTD**

DocuSigned by:

[Redacted Signature]

2A0A47D2F6C14DE...

Director

DocuSigned by:

[Redacted Signature]

8361D00A16A84B5...

Director

Address: The Monument Building, 11 Monument Street, London EC3R 8AF

Attention: Dan Boakes

Email:

[Redacted Email Address]