



**Registration of a Charge**

Company Name: **WAKMOOR LIMITED**

Company Number: **13168094**



Received for filing in Electronic Format on the: **15/09/2021**

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**Details of Charge**

Date of creation: **10/09/2021**

Charge code: **1316 8094 0002**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

**Authentication of Form**

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

**Authentication of Instrument**

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

Certified by: **NORTON ROSE FULBRIGHT LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 13168094

Charge code: 1316 8094 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th September 2021 and created by WAKMOOR LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th September 2021 .

Given at Companies House, Cardiff on 16th September 2021

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**

Confidential

Execution Version

**Dated** 10 September **2021**

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**WAKMOOR LIMITED**

**as Chargor**

**NATIONAL WESTMINSTER BANK PLC**

**as Security Trustee**

**CHARGE OVER SHARES**

 **NORTON ROSE FULBRIGHT**

*I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the electronic original instrument.*

*Norton Rose Fulbright LLP*

Date: 14 September 2021

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THIS DEED is dated 10 September 2021 and made between:

## PARTIES

- 1 **WAKMoor Limited** registered in, a private limited liability company incorporated in England & Wales (registered number 13168094) having its registered office at 10 Grosvenor Street, London, England, W1K 4QB (the **Chargor**); and
- 2 **NATIONAL WESTMINSTER BANK PLC** as security trustee for the Secured Parties (the **Security Trustee**)

IT IS AGREED as follows:

## INTERPRETATION

### 1 Definitions and interpretation

#### Definitions

#### 1.1 In this Deed:

**Charged Assets** means those assets which are from time to time the subject of clause 3.2 (*Fixed Charge*)

**Company** means WAKMoor (Assets) Limited (incorporated in England and Wales with no. 13207912).

**Disposal** means any transfer or other disposal of an asset or of an interest in an asset, or the creation of any Right over an asset in favour of another person, but not the creation of Security

**Disposal Proceeds** means the proceeds payable to or received by the Chargor following a Disposal by the Chargor including but not limited to any Disposal of Property to the extent permitted pursuant to the Facility Agreement

**Dividends**, in relation to any Share, means:

- (a) dividends and distributions of any kind and any other sum received or receivable in respect of that Share;
- (b) shares or other Rights accruing or offered by way of redemption, bonus, option or otherwise in respect of that Share;
- (c) allotments, offers and rights accruing or offered in respect of that Share; and

- (d) any other Rights attaching to, deriving from or exercisable by virtue of the ownership of, that Share

**Enforcement Time** means any time at which an Event of Default has occurred and is continuing

**Facility Agreement** means the facility agreement dated on or about the date of this Deed between, among others, the Chargor as the company, WAKMoor (Assets) Limited as borrower, National Westminster Bank Plc in its various capacities as Agent, Arranger, Original Lender and Security Trustee and NatWest Markets Plc as original hedge counterparty, as it may from time to time be amended, restated, novated or replaced (however fundamentally, including by an increase of any size in the amount of the facilities made available under it, the alteration of the nature, purpose or period of those facilities or the change of its parties)

**Insolvency Event**, in relation to a person, means:

- (a) the dissolution, liquidation, provisional liquidation, administration, administrative receivership or receivership of that person or the entering into by that person of a voluntary arrangement or scheme of arrangement with creditors;
- (b) any analogous or similar procedure in any jurisdiction other than England; or
- (c) any other form of procedure relating to insolvency, reorganisation or dissolution in any jurisdiction

**Insolvency Legislation** means:

- (a) the Insolvency Act 1986 and secondary legislation made under it; and
- (b) any other primary or secondary legislation in England from time to time relating to insolvency or reorganisation

**Obligations**, in relation to a person, means all obligations or liabilities of any kind of that person from time to time, whether they are:

- (a) to pay money or to perform (or not to perform) any other act;
- (b) express or implied;
- (c) present, future or contingent;
- (d) joint or several;
- (e) incurred as a principal or surety or in any other manner; or

- (f) originally owing to the person claiming performance or acquired by that person from someone else;

**Officer**, in relation to a person, means any officer, employee or agent of that person

**Receiver** means one or more receivers or managers appointed, or to be appointed, under this Deed

**Right** means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary

**Secured Obligations** means all monies and Obligations whether actual or contingent (including further advances made under the Facility Agreement) now or at any time hereafter due, owing or incurred from or by any one of more of an Obligor to any Secured Party from time to time

**Secured Parties** means a Secured Party as defined in the Facility Agreement

**Shares** means:

- (a) the shares described in Schedule 2 (*Shares*);
- (b) any other shares in the capital of the Company which are beneficially owned by the Chargor; and
- (c) any shares acquired by the Chargor after the date of this Deed which the Chargor and the Security Trustee agree in writing shall be designated as Shares at or about the time of their acquisition.

**Third Parties Act** means the Contracts (Rights of Third Parties) Act 1999

**Transaction Security** means the Security created by this Deed and any other existing or future Security granted by the Chargor to the Security Trustee to secure the payment and discharge of Secured Obligations

**Transaction Security Document** means a document creating or evidencing Transaction Security

#### **Interpretation**

##### **1.2 In this Deed:**

- (a) unless the context requires or unless otherwise defined or specified, words and expressions defined in the Facility Agreement shall have the same meaning;

- (b) the interpretative provisions in clause 1.3 (*Currency symbols and definitions*) of the Facility Agreement shall apply, mutatis mutandis, in this Deed;
  - (c) the table of contents, the summary and the headings are inserted for convenience only and do not affect the interpretation of this Deed;
  - (d) references to clauses and schedules are to clauses of, and schedules to, this Deed;
  - (e) references to the Facility Agreement, any Finance Document or any other document are to that document as from time to time amended, restated, novated or replaced, however fundamentally;
  - (f) references to a person include an individual, firm, company, corporation, unincorporated body of persons and any government entity;
  - (g) references to a person include its successors in title, permitted assignees and permitted transferees;
  - (h) words importing the plural include the singular and vice versa; and
  - (i) references to any enactment include that enactment as amended or re-enacted; and, if an enactment is amended, any provision of this Deed which refers to that enactment will be amended in such manner as the Security Trustee, after consultation with the Chargor, determines to be necessary in order to preserve the intended effect of this Deed.
- 1.3 Where this Deed imposes an obligation on the Chargor to do something if required or requested by the Security Trustee, it will do so as soon as practicable after it becomes aware of the requirement or request.
- 1.4 It is intended that this document takes effect as a deed even though the Security Trustee may only execute it under hand.
- 1.5 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.
- 1.6 Where a definition of a type of asset in clause 1.1 (*Definitions*) contains a number of categories, each category will be construed as separate from each other category.

### **Third party rights**

- 1.7 The Rights expressly conferred on each of the Finance Parties, each Receiver and each Officer of the Security Trustee or a Receiver under this Deed are enforceable by each of them under the Third Parties Act.



- 1.8 No other term of this Deed is enforceable under the Third Parties Act by anyone who is not a party to this Deed.
- 1.9 The parties to this Deed may terminate this Deed or vary any of its terms without the consent of any third party. However, they may not terminate this Deed or vary any of its terms if this would have the effect of terminating or adversely affecting:
- (a) the Rights of any of the Finance Parties under this Deed without its consent; or
  - (b) the Rights of a Receiver or of an Officer of the Security Trustee or a Receiver under this Deed without its consent, but only to the extent that it has notified the Security Trustee that it intends to enforce that clause at the time of the termination or variation.

## **SECURITY**

### **2 Payment of Secured Obligations**

The Chargor will pay or otherwise discharge the Secured Obligations when they become due for payment or discharge.

### **3 Charge**

#### **Security for Secured Obligations**

3.1 The charge contained in this clause 3:

- (a) is given to the Security Trustee as trustee for the Secured Parties;
- (b) secures the payment and discharge of the Secured Obligations; and
- (c) is given with full title guarantee.

#### **Fixed charge**

3.2 The Chargor charges, by way of first fixed charge, all of the Rights which it now has and all of the Rights which it obtains at any time in the future in the Shares, any Rights accruing to, derived from or otherwise connected with, the Shares (including Dividends and proceeds of Disposal) and any warrants, options, and other Rights to subscribe for, or otherwise acquire, Shares.

### **4 Set-off**

- 4.1 A Secured Party may set off any matured Secured Obligation due from the Chargor (to the extent beneficially owned by that Secured Party) against any matured Obligation owed by that Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either Obligation.
- 4.2 If the Obligations are in different currencies, the relevant Secured Party may convert either Obligation at a market rate of exchange in its usual course of trading for the purpose of the set-off.
- 4.3 These Rights are in addition to the Security conferred on the Security Trustee under this Deed.

### **5 Restrictions**

#### **Comply with restrictions**

- 5.1 The Chargor will ensure that the restrictions contained in this clause 5 are complied with unless the Security Trustee agrees to the contrary.
- 5.2 No Security will exist over, or in relation to, any Charged Asset other than as expressly permitted under the Facility Agreement (and subject to its terms).

#### **Restrictions on Disposal**

- 5.3 There will be no Disposal of any Charged Asset other than as expressly permitted under the Facility Agreement (and subject to its terms).

### **6 Perfection**

#### **General action**

- 6.1 The Chargor will, at its own expense, create all such Security, execute all such documents, give all such notices, effect all such registrations (whether at the Companies Registry or otherwise), deposit all such documents and do all such other things as the Security Trustee may require from time to time in order to:
- (a) ensure that the Security Trustee has an effective first-ranking fixed charge over the Charged Assets; and
  - (b) facilitate the enforcement of the Transaction Security, the realisation of the Charged Assets or the exercise of any Rights held by the Security Trustee or any Receiver under or in connection with the Transaction Security.

The scope of clause 6.1 is not limited by the specific provisions of the rest of this clause 6 or by any other provision of the Transaction Security Documents.

#### **Shares**

- 6.2 The Chargor will:
- (a) on the date of this Deed (or, if it acquires shares in a Subsidiary later, as soon as practicable after it does so), deposit with the Security Trustee all certificates or other documents of title to the Shares and stock transfer forms for them, executed in blank by the Chargor;
  - (b) if required to do so by the Security Trustee (and to the extent that the Chargor is able to do so) amend the articles of association of the Subsidiary concerned in the manner reasonably required by the Security Trustee (and procure that the Subsidiary concerned takes, or omits to take, all such other steps as the Security Trustee may require) in order to enable it to enforce its Security without restriction; and

- (c) during an Enforcement Time if reasonably required to do so by the Security Trustee, procure that the Security Trustee or its nominee becomes registered as the legal owner of the Shares.

#### **Notification**

- 6.3 If, after the date of this Deed, the Chargor acquires or agrees to acquire any Shares, it will notify the Security Trustee as soon as reasonably practicable and will provide it with such information about the acquisition as the Security Trustee may reasonably require.

#### **Subsequent Security**

- 6.4 If a Secured Party receives notice that any Security has been created over any of the Charged Assets which the Finance Documents do not permit to rank in priority to the Transaction Security, that Secured Party will be treated as if it had immediately opened a new account for the Chargor, and all payments received by that Secured Party from the Chargor will be treated as if they had been credited to the new account and will not reduce the amount then due from the Chargor to that Secured Party.

## **ENFORCEMENT**

### **7 Enforcement**

#### **Time for enforcement**

- 7.1 The Security Trustee may enforce the Transaction Security created by the Chargor at any time which is an Enforcement Time or if the Chargor requests it to do so.

#### **Methods of enforcement**

- 7.2 Subject to clause 7.1, the Security Trustee may enforce the Transaction Security by:
- (a) becoming the registered holder of the Charged Assets, selling the Charged Assets or otherwise receiving the benefit of the Charged Assets in any way it may decide; or
  - (b) appointing a Receiver of all or any part of the Charged Assets.
- 7.3 To the extent that the Transaction Security arises under a security financial collateral arrangement, the Security Trustee may also enforce it by giving written notice to the Chargor that it is appropriating those Charged Assets which consist of financial collateral. On receipt of that notice by the Chargor, the Security Trustee will automatically become the absolute owner of that financial collateral, and the Chargor will have no further interest in it. The value of the financial collateral will, as soon as practicable after it has been established, be applied in discharge of the equivalent amount of the Secured Obligations in accordance with clause 8 (*Application of proceeds*). For this purpose, the Security Trustee will value the financial collateral as follows:
- (a) in the case of cash, by reference to its face value received by the Security Trustee;
  - (b) in the case of credit claims, by reference to the amount actually recovered by the Security Trustee; and
  - (c) in the case of financial instruments, by reference to such public indices, valuations or other matters as the Security Trustee may reasonably decide.
- 7.4 Expressions defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 will have the same meanings in this clause.
- 7.5 A Receiver must be appointed by an instrument in writing, and otherwise in accordance with the Insolvency Legislation (or any relevant insolvency legislation in any jurisdiction other than England).

- 7.6 The appointment of a Receiver may be made subject to such limitations as are specified by the Security Trustee in the appointment.
- 7.7 If more than one person is appointed as a Receiver, each person will have power to act independently of any other, except to the extent that the Security Trustee may specify to the contrary in the appointment.
- 7.8 Subject to the Insolvency Legislation, the Security Trustee may remove or replace any Receiver.
- 7.9 If required by the Insolvency Legislation, a Receiver must be a person qualified to act as such under it.

**Powers on enforcement**

- 7.10 The Security Trustee and any Receiver will have:
- (a) the powers given to it by the Insolvency Legislation;
  - (b) the powers given to a mortgagee or a receiver by the Law of Property Act 1925, but without the restrictions contained in section 103 of that Act; and
  - (c) the power to do, or omit to do, on behalf of the Chargor, anything which the Chargor itself could have done, or omitted to do, if its assets were not the subject of Security and the Chargor were not in insolvency proceedings.
- 7.11 Except to the extent provided by law, none of the powers described in this clause 7 will be affected by an Insolvency Event in relation to the Chargor.

**Status and remuneration of Receiver**

- 7.12 A Receiver will be the agent of the Chargor until the Chargor goes into liquidation. He will have no authority to act as agent for the Security Trustee, even in the liquidation of the Chargor.
- 7.13 The Security Trustee may from time to time determine the remuneration of any Receiver.

**Third parties**

- 7.14 A person dealing with the Security Trustee or with a Receiver is entitled to assume, unless it has actual knowledge to the contrary, that:
- (a) those persons have the power to do those things which they are purporting to do; and
  - (b) they are exercising their powers properly.

## **8 Application of proceeds**

All money received by the Security Trustee or a Receiver under or in connection with the Finance Documents (whether during, or before, enforcement of the Transaction Security) will, subject to the rights of any persons having priority, be applied in the following order of priority:

- 8.1 first, in or towards payment of all amounts payable to the Security Trustee, any Receiver or their Officers in accordance with the terms of the Facility Agreement and all remuneration due to any Receiver under or in connection with the Transaction Security;
- 8.2 secondly, in or towards payment of the Secured Obligations in such order as is required by the Facility Agreement (and, if any of the Secured Obligations are not then payable, by payment into a suspense account until they become payable);
- 8.3 thirdly, in payment of any surplus to the Chargor or other person entitled to it

## **UNDERTAKINGS**

### **9 Undertakings**

- 9.1 During an Enforcement Time (and also once the Transaction Security is being enforced), the Security Trustee will be entitled to receive all distributions in respect of the Shares and Dividends for application in accordance with clause 8 (*Application of proceeds*). Otherwise, the Chargor will be entitled to receive those distributions.
- 9.2 During an Enforcement Time (and also once the Transaction Security is being enforced), but only upon written notice to the Chargor, the Security Trustee will be entitled to exercise all voting and other Rights in respect of the Shares and the Dividends. Otherwise, the Chargor will be entitled to exercise those Rights.
- 9.3 To the extent that the holder of those Shares is not the person entitled to receive those distributions and exercise those Rights, the holder will pay the distributions to the person entitled to them and will exercise those Rights in accordance with the reasonable requirements of the person entitled to exercise them.
- 9.4 The Chargor will promptly pay all calls, instalments or other payments which from time to time become due in respect of any of the Shares, and the Security Trustee will not in any circumstances incur any liability in respect of them.
- 9.5 The Chargor will not permit a Company to:
  - (a) cancel, increase, create, issue or put under option (i) any share capital or (ii) any loan capital convertible into shares; or
  - (b) make any alteration to, grant any rights in relation to or otherwise re-organise, purchase or reduce its share capital or reserves in any way.
- 9.6 The Chargor will not convene a meeting of a Company with a view to passing a resolution that a Company be wound up.
- 9.7 The Chargor will take all steps as are necessary to preserve the value and marketability of the Charged Assets.
- 9.8 The Chargor will notify the Security Trustee as soon as it becomes aware of any matter which might reasonably be expected to have an adverse effect on the Rights of the Security Trustee under the Transaction Security. Those matters include a claim by any person to an interest in a Charged Asset.
- 9.9 The Chargor will provide to the Security Trustee:



- (a) such information about the Charged Assets;
  - (b) such information about the extent to which it has complied with its obligations under this Deed; and
  - (c) copies of such documents which create, evidence or relate to its Charged Assets,
- as the Security Trustee may from time to time request.

9.10 The Secured Parties may exchange between themselves any information relating to the Chargor.

9.11 If the Chargor does not comply with its obligations under this Deed, the Security Trustee may do so on the Chargor's behalf on such basis as the Security Trustee may reasonably decide. The Chargor will indemnify the Security Trustee on demand against the amount certified by the Security Trustee to be the cost, loss or liability suffered by it as a result of doing so.

## **MISCELLANEOUS**

### **10 Duration of the Security**

#### **Continuing security**

- 10.1 The Obligations of the Chargor under the Finance Documents and the Security created by the Transaction Security Documents will continue until the Secured Obligations have been irrevocably and unconditionally paid or discharged in full, regardless of any intermediate payment or discharge in whole or in part.

#### **Settlements conditional**

- 10.2 If any payment by the Chargor or any other security provider or any release given by the Security Trustee (whether in respect of the Secured Obligations or any Security for them or otherwise) is avoided or reduced as a result of insolvency or any similar event:
- (a) the liability of the Chargor under this Deed will continue as if the payment, release, avoidance or reduction had not occurred; and
  - (b) the Security Trustee will be entitled to recover the value or amount of that Security or payment from the Chargor, as if the payment, release, avoidance or reduction had not occurred.

#### **Section 93 Law of Property Act 1925**

- 10.3 Section 93 of the Law of Property Act 1925 will not apply to the Transaction Security.

### **11 Expenses, liability and indemnity**

Clauses 14.4 (*Indemnity to Security Trustee*), 16.1 (*Transaction expenses*), 16.2 (*Amendment costs*), 16.4 (*Enforcement and preservation costs*) and clause 28.11 (*Exclusion of liability*) of the Facility Agreement shall apply to this Deed as if the same were set out herein.

### **12 Payments**

Clauses 8.4 (*Default interest*), 12 (*Tax gross up and indemnities*), 32 (*Payment mechanics*) and 35 (*Calculations and certificates*) of the Facility Agreement shall apply to this Deed as if the same were set out herein.

### **13 Remedies**

- 13.1 The Rights created by this Deed are in addition to any other Rights of the Secured Parties against the Chargor or any other security provider under any other documentation, the general

law or otherwise. They will not merge with or limit those other Rights, and are not limited by them.

- 13.2 No failure by a Secured Party to exercise any Right under this Deed will operate as a waiver of that Right. Nor will a single or partial exercise of a Right by a Secured Party preclude its further exercise.
- 13.3 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 that provision in any other respect or under the law of any other jurisdiction will be affected or impaired in any way.

#### **14 Power of attorney**

The Chargor, by way of security, irrevocably appoints each of the Security Trustee and any Receiver severally to be its attorney to do anything:

- 14.1 which the Chargor is obliged to do under the Finance Documents; or
- 14.2 which the attorney may require to exercise any of the Rights conferred on it by the Transaction Security Documents or by law.
- 14.3 The Chargor ratifies and confirms whatever any attorney appointed pursuant to this clause 14 does or purports to do pursuant to its appointment.

#### **15 Resignation of the Security Trustee**

- 15.1 The Security Trustee may be replaced by a successor in accordance with the Facility Agreement.
- 15.2 On the date of its appointment, the successor Security Trustee will assume all the Rights and Obligations of the retiring Security Trustee. However, this does not apply to any Obligations of the retiring Security Trustee which arise out of its acts or omissions as Security Trustee before the appointment of the successor, in respect of which the retiring Security Trustee will continue to have the Obligations imposed by, and the Rights contained in, this Deed and the Facility Agreement.
- 15.3 The retiring Security Trustee will, at the Chargor's expense, provide its successor with copies of those of its records related to its role as Security Trustee as its successor properly requires to perform its functions as Security Trustee.

## **16 Notices**

- 16.1 Any notice or other communication to a party to this Deed must be in writing. It must be addressed for the attention of such person, and sent to such address, fax number or electronic mail address as that party may from time to time notify to the other parties in accordance with clause 34 (*Notices*) of the Facility Agreement.
- 16.2 It will be deemed to have been received by the relevant party on receipt at that address, fax number or electronic mail address in accordance with clause 34 (*Notices*) of the Facility Agreement.
- 16.3 The initial administrative details of the parties are contained in Schedule 1 (*Initial administrative details of the parties*) but a party may amend its own details at any time by notice to the other parties in accordance with clause 34 (*Notices*) of the Facility Agreement.
- 16.4 Any notice to the Chargor may alternatively be sent to its registered office or to any of its places of business or to any of its directors or its company secretary; and it will be deemed to have been received when delivered to any such places or persons.

## **17 Law and jurisdiction**

### **Governing law**

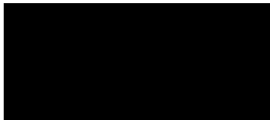
- 17.1 This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

### **Jurisdiction of the English courts**

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

**This Deed has been executed as a deed, and it has been delivered on the date stated at the beginning of this Deed.**

**Schedule 1**  
**Initial administrative details of the parties**

<b>Party</b>	<b>Address</b>	<b>Fax number</b>	<b>E-mail address</b>	<b>Attention</b>
WAKMoor Limited	10 Grosvenor Street, London, England, W1K 4QB	N/A		Neil Young
Security Trustee	250 Bishopsgate, London, England. EC2M 4AA	02076721126	N/A	Real Estate Finance  Portfolio Management

**Schedule 2**  
**Shares**

<b>Name of the company</b>	<b>Number of shares</b>	<b>Class</b>	<b>Nominal value per share</b>
WAKMoor (Assets) Limited	1	Ordinary	£1.00

SIGNATORIES

The Chargor

EXECUTED as a DEED by

WAKMOOR LIMITED

acting by: Neil Brian Young

[Redacted Signature]

Director

in the presence of:

[Redacted Signature]

Name of witness: Lydia Thomas

[Redacted Address]

Address:

[Redacted Address]

Business Support Coordinator UCL Estates  
Occupation:

**The Security Trustee**

**NATIONAL WESTMINSTER BANK PLC**

by:

.....

Authorised signatory

Alan Saunders