700823-23

In accordance with Sections 859A and 859J of the Companies Act 2006.

MR01
Particulars of a charge

Companies House

Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with this form
Please see 'How to pay' on t

SATURDAY
A9JQ7YFV
A23 12/12/2020 #92
COMPANIES HOUSE

✓ **What this form is for**
You may use this form to register a charge created or evidenced by an instrument.

✗ **What this form is NOT for**
You may not use this form to register a charge where there instrument. Use form MR08.

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

For official use

Company number	0 7 8 8 9 3 1 9
Company name in full	BOULTBEE FINANCE LIMITED

→ **Filling in this form**
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date	d2 d4 m1 m1 y2 y0 y2 y0

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge.

Name	UBS AG, London Branch
Name	
Name	
Name	

If there are more than four names, please supply any four of these names then tick the statement below.

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge.

MR01
Particulars of a charge

4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Please submit only a short description If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

Brief description

Not applicable

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☑ **Yes**

☐ **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ **Yes** Continue

☑ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?
Please tick the appropriate box.

☑ **Yes**

☐ **No**

8 Trustee statement ❶

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

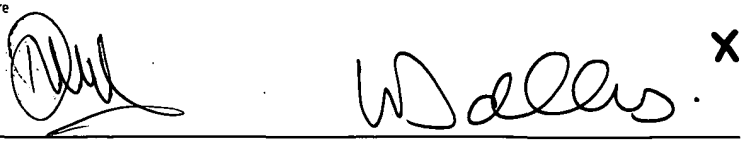
❶ This statement may be filed after the registration of the charge (use form MR06).

9 Signature

Please sign the form here.

Signature

Signature

X  X

This form must be signed by a person with an interest in the charge.

MR01
Particulars of a charge

Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name: DAVID MONK
Company name: UBS AG, London Branch
Attn: David Monk
Address: 5 Broadgate
Post town: London
County/Region:
Postcode: E C 2 M 2 A N
Country: United Kingdom
DX:
Telephone:

Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.

Important information

Please note that all information on this form will appear on the public record.

How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'

Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

WE HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL.

UBS WEALTH MANAGEMENT
DATE : 11/12/20
SIGNED :
NAME : DAVID MONK
TITLE : ASSOCIATE DIRECTOR

11/12/20
LINDA DALLAS
ASSOCIATE DIRECTOR

Deed of charge

This Deed of Charge sets out the terms on which you grant us a charge over all cash and Securities that you hold in accounts with us (other than in any (i) Restricted Account; and (ii) Investor Visa Account). The Deed of Charge is security for your obligations in connection with (i) the Facility Agreement that you have entered into with us; (ii) any Foreign Exchange and Precious Metals Transactions Supplement that you have entered into or may at any time in the future enter into with us; (iii) any Exchange Traded Derivatives Transactions Supplement that you have entered into or may at any time in the future enter into with us; and (iv) any other loan or overdraft facility or other credit that we have granted or may at any time in the future grant to you (except under any Ring Fenced Facility Agreement) and any other transactions in Securities or derivatives that you have entered into or may at any time in the future enter into with us. For the avoidance of doubt, nothing in this Deed of Charge shall create any security interest over or obligation in respect of any (i) Restricted Account; (ii) Investor Visa Account; or (iii) Restricted Security.

In this Deed of Charge ***we*** are UBS AG, London Branch and ***you*** are the Person or Persons granting a charge over cash and securities in our favour.

1 Grant Of Security

1.1 As security for the payment and satisfaction of the Secured Liabilities referred to in clause 1. 2, you:

(a) charge by way of a first fixed charge in our favour all of your rights to and interest in all money deposited in or transferred or credited to any account now or at any time in the future held with us in your name (or in your name jointly with any other Person or Persons) including any re-designated or substituted account and any sub-account or ledger account, except for any (i) Restricted Account; and (ii) Investor Visa Account (an ***Account***);

(b) assign to us by way of first-ranking mortgage or, to the extent not effectively mortgaged, charge by way of a first fixed charge in our favour, all your rights to and interest in all Securities that you have deposited or may at any time in the future deposit with us or that we now hold or at any time in the future may hold on your behalf;

(c) assign to us by way of first-ranking mortgage or, to the extent not effectively mortgaged, charge by way of a first fixed charge in our favour, all your rights to and interest in all Derivative Assets attributable to any Securities mortgaged or charged to us under paragraph (b) above; and

(d) assign to us by way of first ranking mortgage all of your rights to and interest in any agreement that you have entered into or may at any time in the future enter into with us (other than any Ring Fenced Facility Agreement) in relation to the provision of investment services and/or banking or credit facilities to you and/or our transacting any other kind of business with you, including any agreement (other than any Ring Fenced Facility Agreement) evidencing the Secured Liabilities;

together referred to as the ***Security Interest*** .

1.2 The Security Interest is security for the payment of all amounts that you are obliged to pay to us, and for the discharge of all liabilities that you owe to us, under or in connection with:

(a) the Facility Agreement and any Loan or Overdraft Drawing that we provide to you or any Instrument that we issue at your request;

(b) any Foreign Exchange and Precious Metals Transactions Supplement that you have entered into, or may in future enter into, with us and any transaction entered into under that Supplement;

(c) any Exchange Traded Derivatives Supplement that you have entered into, or may in future enter into, with us and any transaction entered into under that Supplement;

(d) any other loan or overdraft facility or other credit that we have granted or may at any time in the future grant to you (except under any Ring Fenced Facility Agreement) and any other transactions in Securities or derivatives that you have entered into or may at any time in the future enter into with us;

(e) this Deed of Charge; and

(f) if you are a Guarantor, any Guarantee;

together referred to as the ***Secured Liabilities.***

1.3 The charge over your Account(s) in clause 1.1(a) applies only to the amounts that are due to you after the application of any set-off under clause 4.1(e).

1.4 Securities are regarded as deposited with us or held by us for the purpose of clause 1.1 (b) if we hold (or our nominee holds) the certificate(s) or document(s) of title for the Securities, or if we are (or our nominee is) registered as the holder of the Securities with the issuer of the Securities or with any depositary, clearing system, custodian or other or financial intermediary by or through which the Securities are held.

1.5 The Secured Liabilities include obligations and liabilities:

(a) that exist now or that will exist in the future, actual obligations and liabilities and those that are contingent on an event occurring, and obligations and liabilities whose amount has not yet been ascertained;

(b) that are owed to us at any of our branches in any currency; and

(c) that are owed by you alone or jointly with another, that are owed by you as principal or as agent for another Person or that are owed by you as guarantor of another Person's liabilities.

2 Restrictions on Dealing with Charged Assets

2.1 Subject to clause 2.2, y ou may not withdraw money from any Account or withdraw from our custody any Charged Securities, and we will not be obliged to comply with any instruction from you to do so, before the final payment and discharge in full of the Secured Liabilities.

2.2 Until the Security Interest becomes enforceable, you may:

(a) request our permission to withdraw money from any Account or to withdraw any Charged Securities from custody with us. We may, but will not be obliged to, agree to your request provided that the Security Value of the Collateral remaining after you have withdrawn that money or those Charged Securities is at least equal to the Collateral Maintenance Limit; and

(b) subject to clause 6(d), exercise any voting or other rights or powers in relation to the Charged Securities.

2.3 You may at any time request our permission to substitute Securities for any Charged Securities or for any money standing to the credit of an Account, or to pay money into an Account in substitution for any Charged Securities. Any substituted Securities or money paid into an Account will become subject to the Security Interest. We may, but will not be obliged to, agree to your request provided that:

(a) any substitute Securities are acceptable to us and any money paid in substitution for Charged Securities is in a currency acceptable to us; and

(b) immediately following the substitution or withdrawal, the Security Value of the Collateral is at least equal to the Collateral Maintenance Limit.

2.4 We will treat any instruction that you give to us under any other agreement (other than any Ring Fenced Facility Agreement) to deal in any Charged Securities or to pay any money out of an Account as a request for permission under clause 2.2.

3 Release Of Security

3.1 Subject to clause 3.2, on the final payment and discharge in full of all the Secured Liabilities, and provided that no Call Loan, Overdraft Drawing, Instrument, FX/Metals Transaction, ETD Transaction or any drawing under any other facility granted to you by us or any other transaction in Securities or derivatives entered into by you with us is outstanding and no further amount is or may become payable to us under the Facility Agreement or any Foreign Exchange and Precious Metals Transactions Supplement or any Exchange Traded Derivatives Transactions Supplement or any other facility or credit agreement (other than any Ring Fenced Facility Agreement) between you and us or under any other agreement (other than any Ring Fenced Facility Agreement) between you and us relating to transactions in Securities or derivatives, we will at your request and expense release to you all our rights to and interest in the Charged Assets, free from the Security Interest.

3.2 Notwithstanding clause 3.1, we will not be obliged to release the Charged Assets from the Security Interest until the expiry of a further period of one month plus any statutory period within which any payment or discharge made by you can be avoided under applicable insolvency laws. Any release of the Charged Assets from the Security Interest will be subject to the condition that it will be void if any payment or security which we have received from any Person in respect of the Secured Liabilities is set aside, refunded or reduced under any applicable law or proves to have been invalid. If this condition is satisfied, the Security Interest will continue to apply to the Charged Assets, as if we had not granted the relevant release.

4 Enforcement Of Security

4.1 If (i) you fail to pay or discharge when due any of the Secured Liabilities, (ii) you breach any of your obligations or undertakings under this Deed of Charge, any of the Finance Documents or any other document or arrangement in connection with the Secured Liabilities, (iii) any representation or warranty made by you under or in connection with this Deed of Charge, any of the Finance Documents or any other document or arrangement in connection with the Secured Liabilities is incorrect in a material respect, (iv) you die or become incapable of managing your affairs (whether by reason of mental incapacity or for any reason whatsoever) or (v) any Insolvency Event occurs in relation to you, then we may after notifying you:

(a) take possession of any Charged Assets (if they are not already in our possession);

(b) sell, exchange or otherwise dispose of or realise the Charged Assets on whatever terms, for whatever consideration and in whatever currency or currencies we think fit, without any responsibility for any resulting loss. We may exercise our right to sell Charged Securities at whatever time we consider appropriate and will not be liable for any loss you suffer as a result of any diminution in price since the time at which we became entitled to exercise our right to sell the Securities or any increase in price since the time at which we sold the Securities or as a result of selling Securities at a time of limited market liquidity or demand for the Securities in question;

(c) to the extent that we are legally entitled to do so, appropriate any of the Charged Securities in or towards satisfaction of the Secured Liabilities. The amount of the Secured Liabilities that is discharged will be equal to the value of the appropriated Securities as valued by us in a commercially reasonable manner;

(d) apply any money standing to the credit of any Account (in whatever currency it is denominated), any dividends, interest or other income received in respect of the Charged Assets and any amounts received on repayment or redemption of the Charged Securities in or towards satisfaction of the Secured Liabilities;

(e) set off any sum (whether or not then due) standing to the credit of any of the Accounts, in whatever currency it is denominated, against all or any of the Secured Liabilities;

(f) combine or consolidate any of the Accounts in any currency at any of our offices anywhere with any other of the Accounts;

(g) if any liability is unascertained, set off, combine or apply an amount that we reasonably estimate to be the amount of that liability;

(h) exercise any powers or rights incidental to the ownership of the Charged Assets, including voting rights;

(i) collect, receive and give a good discharge for interest, dividends, other distributions, proceeds of repayment or redemption and other payments and receipts in respect of the Charged Assets;

(j) at your expense, execute any assignments, transfers and other documents and do any other acts and things that we consider necessary or expedient in order to perfect the Security Interest, facilitate the realisation of the Charged Assets and exercise the rights, powers and discretions that we have under this Deed of Charge;

(k) exercise all the rights and remedies of a secured party under applicable laws without giving you notice or requesting you to perform your obligations or issuing any advertisement that we intend to exercise our rights; and

(l) do anything else that we in our reasonable judgment consider necessary or desirable in connection with the realisation of the Charged Assets or the exercise of our rights under this Deed of Charge or applicable laws.

4.2 We will endeavour to ensure that you receive any notice given by us under clause 4.1 above, but provided that we have properly issued a notice we will be entitled to exercise our rights under clause 4.1, whether or not the request or notice is actually received by you.

5 *Ancillary Provisions*

5.1 If we receive notice of any subsequent charge or other interest affecting the Charged Assets, we may open a new account in your name. If we do not open a new account, we will nevertheless be treated as if we had done so at the time when the subsequent charge or interest was created. As from that time all payments made by you or on your behalf under the Finance Documents will be credited to, or be treated as having been credited to, the new account and will not operate to reduce the amount of the Secured Liabilities as at the date the new account is opened or treated as having been opened.

5.2 The Security Interest will continue in force until it is released as provided in clause 3 and it will not be discharged or otherwise affected by any payment you make or any settlement of your liabilities.

5.3 The Security Interest is in addition to and will not be prejudiced by any other security or right that we hold. We do not have to enforce any other security or claim payment from or exercise any other right against anyone else before enforcing the Security Interest.

5.4 We will not be liable for the performance of any of your obligations (including calls or other payments) or the exercise of any of your rights in relation to any Charged Securities.

6 Undertakings

You undertake that you will:

(a) not mortgage, charge, create or agree to create any security interest other than the Security Interest over the Charged Assets;

(b) not assign, transfer or otherwise dispose of or deal with the Charged Assets or enter into any arrangement under which set-off may be made in respect of the Charged Assets;

(c) not do nor cause or permit to be done anything which may adversely affect the Security Interest;

(d) not (i) exercise any voting or other rights or powers in relation to any Charged Assets in favour of the alteration of the constitutional documents of any issuer of Securities in a manner which may adversely affect the Security Interest; nor (ii) do or cause to be done anything which is likely to impair the value of the Charged Assets and if any resolution is proposed which would have that effect then you will exercise any voting or other rights or powers in accordance with our directions;

(e) pay all calls or other payments due, and discharge all other obligations, in respect of any of the Charged Assets. If you fail to make any payment or discharge any obligation, we may at our option pay any relevant sum or discharge any relevant obligation on your behalf, and you must on our demand reimburse to us any amount that we have paid or discharged on your behalf together with interest from the date of our payment to the date of reimbursement at a rate per annum equal to our overdraft rate then in force and a margin of 3 per cent;

(f) promptly provide us with copies of any reports, accounts, circulars and notices you receive in relation to any Charged Securities; and

(g) reimburse us for any other payments that we are required to make in relation to the Charged Assets, for any loss that we suffer as a result of any defect in your title to the Charged Assets and for all liabilities, actions, claims, demands, costs, losses, charges and expenses that we reasonably incur in respect of the Charged Assets.

7 Representations And Warranties

You represent and warrant on the date of this Deed of Charge and on each date on which the Security Interest continues in force that:

(a) you have full power, capacity and authority to enter into this Deed of Charge and to perform your obligations under it;

(b) your obligations under this Deed of Charge are legal, valid, binding and enforceable in accordance with the provisions of the Deed of Charge;

(c) entering into, performing and observing the provisions of this Deed of Charge will not conflict with any restrictions or limitations imposed on you by any law, by your constitutional documents (if relevant) or by any document or agreement to which you or your assets are subject;

(d) all consents, authorisations and filings required in relation to this Deed of Charge have been obtained or duly made and are in full force and effect;

(e) if you are a corporation, partnership or other entity:

  (i) you are duly incorporated or established and validly existing under the laws of the place of your incorporation;

  (ii) entering into and performing this Deed of Charge is within your powers; and

  (iii) you have not established, and will not establish, without first informing us, a place of business in the United Kingdom;

(f) if you are acting as the trustee or trustees of a trust, (i) the trust is properly constituted and validly existing, no date has been determined or declared as the date on which the trust will be terminated or wound up, and no steps are being taken by any Person to terminate or wind up the trust, (ii) you have been validly appointed as trustee of the trust and are the only trustee or trustees of the trust, (iii) executing and performing this Deed of Charge does not violate any terms of the trust, (iv) you have full power and authority under the constitutive documents of the trust to enter into, observe and perform this Deed of Charge, (v) you have valid rights of indemnity against the assets of the trust and those rights are available for satisfaction of your obligations under the Finance Documents, (vi) no breach of trust has occurred that might adversely affect your right of indemnity against the assets of the trust and (vii) you are the only legal owner of the Charged Assets;

(g) (unless you are the trustee or trustees of a trust) you are the only beneficial owner of the Charged Assets and (except for the Security Interest) there is no mortgage, charge, pledge, lien or other security interest, or any right of retention or set-off, or any pre-emption right or option, or any similar right of any kind over or in relation to the Charged Assets;

(h) all the Charged Securities are or, as and when we require, will be fully paid up and none of the Charged Securities are the subject of any agreement or understanding as to how the voting rights in respect of those Securities should be exercised; and

(i) the Security Interest is a valid and perfected security interest under the laws of the jurisdiction of your domicile or (if you are a corporation or other entity) your incorporation or establishment and each jurisdiction where Charged Assets are located.

8 Assignment and Transfer

8.1 The Deed of Charge is personal to you and you may not assign nor transfer any of your rights or obligations under it without our prior written consent.

8.2 We may upon giving you 14 days' written notice assign all or any of our rights under this Deed of Charge to any Person that we may determine is appropriately authorised and capable of performing the services under the Finance Documents .

9 Payments

9.1 All payments that you are required to make under this Deed of Charge must be made in full without setting off any amount or making any deduction or withholding in respect of tax or otherwise unless the deduction or withholding is required by law, in which case you must pay us an additional amount in order to ensure that we receive and retain the full amount as if no deduction or withholding had been made.

9.2 We may, at our discretion, without prior notice to you, debit any sums (whether in respect of principal, interest, fees, costs or otherwise) due and payable from you to us in respect of the Secured Liabilities from any Account, notwithstanding that any such debit results in a debit balance or an increased debit balance on the Account.

10 Costs and Expenses

You must on our demand pay to us:

(a) all reasonable expenses (including legal fees and out-of-pocket expenses) that we incur in relation to the preparation, execution, amendment and enforcement of this Deed of Charge or the preservation of our rights under it;

(b) all stamp, documentary and registration and other taxes and duties which we are required to pay in connection entering into, registering, performing, amending or waiving or enforcing rights under this Deed of Charge or ensuring that it is admissible in evidence, together with any interest or penalty arising from any delay in paying or omission to pay any of those taxes or duties;

(c) an amount equal to any loss, liability or cost which we determine that we will suffer or have suffered (directly or indirectly) as a result of any tax, levy, duty or other charge of a similar nature in respect of this Deed of Charge, other than tax on our net income; and

(d) the amount of any loss that we suffer or liability that we incur as a result of your failure to comply with the provisions of this Deed of Charge.

11 Further Assurances and Appointment of Attorney

11.1 You must:

(a) provide us with any documents (such as share or stock certificates, documents of title and duly executed transfer forms or assignments) that we may require in order to register in our name (or that of our nominee) Securities and Derivative Assets that you have deposited or may at any time in the future deposit with us or that we now hold or may at any time in the future hold on your behalf; and

(b) take any other steps that are appropriate to create a security interest over Securities and Derivative Assets in dematerialised form that you have deposited or may at any time in the future deposit with us or that we now hold or may at any time in the future hold on your behalf.

11.2 You must sign or execute all other documents and take any steps and do anything which we in our reasonable discretion consider to be required for the purposes of giving effect to the provisions of this Deed of Charge and in particular to enable us to enforce the Security Interest, to establish, maintain, protect and provide evidence of the Security Interest and the priority of the Security Interest, to enable us to sell and realise the Charged Assets and to ensure that the terms of the Deed of Charge are generally binding on and enforceable against you.

11.3 You acknowledge that we may take any steps that are in our opinion necessary to register the Security Interest created by this Deed of Charge, including delivering this Deed of Charge and any other documents required to effect registration to the appropriate registration authority.

11.4 By way of security for the payment and discharge of the Secured Liabilities, you:

(a) appoint us your attorney to sign, execute and do all and any documents, acts and things as a referred to in this clause 11; and

(b) undertake not to revoke our appointment as your attorney for so long as you have any obligations or liabilities under or in connection with the Finance Documents.

11.5 We are not required to notify you before we exercise any of our rights as your attorney, but we will, where practicable, endeavour to do so.

12 Currency Conversion

If a Loan, Instrument, Transaction or any amount(s) you are required to pay in respect of the Secured Liabilities is denominated or payable in a currency that is or becomes subject to legal restrictions, becomes difficult for us to obtain or in our reasonable opinion may potentially result in a financial loss to us, we may convert all or any part of any amount(s) standing to the credit of all or any of your accounts with us (other than any (i) Restricted Account; and (ii) Investor Visa Account) from one currency to another at such rate of exchange and in such manner as we may in our reasonable opinion think fit, without responsibility and liability on our part and at your expense and risk.

13 Certification of Amounts

Any certificate or other written notification that we produce as to the amount(s) of any of the Secured Liabilities or the amount standing to the credit of any relevant Account will be conclusive and binding on you unless you can demonstrate that we have made an error in preparing it.

14 Waivers, Rights and Severability

14.1 You should not regard a failure or delay by us in exercising any right, power, remedy or privilege under this Deed of Charge as a waiver of, or prejudicial to another exercise of, that right, power, remedy or privilege. Any waiver by us must be in writing to be effective.

14.2 If we exercise any of our rights, powers, remedies or privileges under this Deed of Charge on one occasion, we may exercise that right, power, remedy or privilege again on another occasion. If we exercise any of our rights, powers, remedy or privileges under this Deed of Charge in part only, we will still be entitled to exercise the remainder of that right, power, remedy or privilege.

14.3 The rights and remedies in this Deed of Charge are separate rights and remedies that we may exercise independently of each other and are in addition to and do not exclude any rights or remedies provided by law.

14.4 If at any time any of the provisions of this Deed of Charge is or becomes illegal, invalid or unenforceable in any respect under any law of any country, this will not affect the legality, validity or enforceability of the remaining provisions of the Deed of Charge, nor the legality, validity or enforceability of that provision under the law of any other country.

15 Joint And Several Liability

In the case of two or more Persons granting the Security Interest in our favour:

15.1 Each Person agrees that their liability under this Deed of Charge is joint and several. This means that we have the right to go against any one Person for the whole amount of the liabilities of each Person under the Deed of Charge. It is each Person's responsibility to agree on sharing the liability between themselves.

15.2 We may release or discharge any one Person from liability under this Deed of Charge without thereby releasing or discharging the other Person or Persons and may make a compromise or arrangement with any one Person without thereby affecting our rights against any other Person or Persons.

15.3 If any one Person (the ***Affected Person***) is not bound by the provisions of this Deed of Charge for any reason, the other Person or Persons will continue to be bound as if the Affected Person had never been included as a party to this Agreement.

15.4 Any one of you may give us any notice or request in connection with this Deed of Charge. We may rely on any notice or request given by one of you as if it were given by each of you and it is therefore your responsibility to make sure that any instruction, notice, or request given by one of you is copied to all of you.

15.5 We may give to any one of you any notice, demand or request in connection with this Deed of Charge. We may take action based on any notice, demand or request given to one of you as if it were given to each of you and it is therefore your responsibility to make sure that any notice, demand or request received by one of you is copied to all of you.

15.6 If one of you dies or is adjudicated bankrupt (if that Person is an individual) or is dissolved (if that Person is a partnership or a corporation):

(a) we may treat the Person or Persons who has not or have not died, become bankrupt or been dissolved (the ***survivor(s)***) as the only Person(s) entitled to assets that we hold on behalf of all of you and treat the survivor(s) as responsible for the full amount of Secured Liabilities; and

(b) the survivor(s) must at once give us written notice of the death, bankruptcy or dissolution.

16 Contacting Each Other

16.1 Any demand, notice, declaration, request or other communication under this Deed of Charge:

(a) must be in writing (or at our option, in the case of any notice given by us under clause 4.1, by telephone) and either be delivered personally, sent by prepaid first class letter, delivered by hand or courier or by either facsimile or email to such address, facsimile number or email address as the parties may from time to time notify to each other; and

(b) will be deemed to have been received by you:

(i) in the case of a letter, when delivered personally or 5 days after it has been sent by first class post;

(ii) in the case of a facsimile transmission or email, when it has been sent.

16.2 You may not give any demand or notice to us by email.

17 Governing Law and Jurisdiction

17.1 This Deed of Charge is governed by and shall be construed in accordance with English law.

17.2 For our benefit, you irrevocably agree that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in any way relate to this Deed of Charge or its formation and, for these purposes, you irrevocably submit to the exclusive jurisdiction of the courts of England.

17.3 If you are not incorporated or established in, or a resident of, England, you irrevocably agree to appoint the Person named in Schedule 1 to be your agent for service of process in England.

18 Counterparts

This Deed of Charge 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 of Charge.

19 Definitions and Interpretation

19.1 The definitions below apply throughout this Deed of Charge:

Account has the meaning given to it in clause 1.1(a) (*Grant of security*);

Base Currency means the Currency described as the base currency in any of the Supplemental Documents or, if no such currency has been specified, Pounds Sterling;

Call Loan means a call loan by way of a fixed advance of up to 24 months' (or such longer period as we may agree) duration advanced under the Facility Agreement;

Charged Assets means the Accounts, the Charged Securities and the Supplemental Documents;

Charged Securities means all Securities and Derivative Assets that are subject to the Security Interest;

Client means the Person or Persons who has or have entered into a Facility Agreement, or any other facility or credit agreement or agreement relating to transactions in Securities or derivatives, with us;

Collateral means and must comprise (a) cash in a currency acceptable to us and held in an Account; and/or (b) Securities acceptable to us and deposited with us or held by us; and/or (c) guarantees or standby letters of credit in terms satisfactory to us and from guarantors or issuers acceptable to us;

Collateral Maintenance Limit means the aggregate of (i) all sums outstanding under the Loans; (ii) all our contingent liabilities under the Instruments; (iii) all your Transaction Liabilities; and (iv) your actual and contingent liabilities under any other loan, overdraft facility or other credit granted by us, or under any other transactions with us in Securities or derivatives, that we may specify;

Currency means a freely and internationally traded currency or unit of currency which we trade at the relevant time;

Derivative Assets means (i) all dividends, interest or other distributions paid or due in respect of any Securities; and (ii) all shares, stock, warrants, other securities, rights, money or property issued, offered, paid or accrued by way of conversion, substitution, redemption or otherwise in respect of any Securities;

ETD Transaction means a transaction relating to any derivative instrument or warrant that is made on, or subject to the rules of, an Exchange;

Exchange means any exchange or similar market or trading facility;

Exchange Traded Derivatives Transactions Supplement means a supplement to the Facility Agreement that you have entered into or may at any time in the future enter into with us setting out the terms on which we may agree to enter into exchange traded derivatives transactions with you (excluding those relating to foreign currency which, for the avoidance of doubt, are documented under the Foreign Exchange and Precious Metals Transactions Supplement);

Facility Agreement means the Facility Agreement entered into between you and us setting out the terms on which we may agree to make loans to you and issue certain instruments at your request, together with, where applicable, each of the Foreign Exchange and Precious Metals Transactions Supplement and the Exchange Traded Derivatives Transactions Supplement (and, for the avoidance of doubt, this does not include any Ring Fenced Facility Agreement);

Finance Documents means the Facility Agreement, this Deed of Charge, any Guarantee, any other facility or credit agreement between you and us or any other agreement between you and us (except for any Ring Fenced Facility Agreement) relating to transactions in Securities or derivatives and any other agreement evidencing any security and/or guarantee granted in respect of the Secured Liabilities;

Foreign Exchange and Precious Metals Transactions Supplement means a supplement to the Facility Agreement that you have entered into or may at any time in the future enter into with us setting out the terms on which we may agree to enter into foreign exchange and precious metals transactions with you;

FX/Metals Transaction means a transaction relating to Currency or Precious Metal entered into under a Foreign Exchange and Precious Metals Transactions Supplement;

Guarantee means a guarantee in our favour of the obligations of a Client under the Facility Agreement, in the form set out in Schedule 3 to the Facility Agreement, or under any other facility or credit agreement (other than a Ring Fenced Facility Agreement) or agreement relating to transactions in Securities or derivatives entered into by the Client with us;

Guarantor means a Person who provides a Guarantee;

Insolvency Event means the occurrence of any of the following:

(a) a petition is presented, order made or resolution passed or legal proceedings are commenced for your bankruptcy or (if you are a corporation or other entity) your dissolution, termination of existence, liquidation or winding-up or for the suspension of payments by you generally (other than pursuant to a solvent reorganisation that we have previously approved in writing); or

(b) a moratorium in respect of any of your debts or a composition or an arrangement with your lenders generally or any other arrangement where your affairs are under the control of your lenders is applied for, ordered or declared; or

(c) (if you are a corporation) an application is made for the appointment of an administrator (as that term is used in the Insolvency Act 1986) or similar official in relation to you or an effective resolution is passed by your directors or shareholders for such an application to be made; or

(d) a liquidator, trustee, administrative or other receiver, manager (acting on behalf of any lenders) or similar officer is appointed in respect of (or takes possession of) you or in respect of any of your assets (other than pursuant to a solvent reorganisation that we have previously approved in writing); or

(e) you are declared insolvent or are unable to, or admit in writing your inability to, pay your debts as they fall due or you stop or threaten to stop payment of your debts generally or become insolvent within the terms of any applicable law; or

(f) any distress, execution, attachment or other process affects any of your assets (unless we are satisfied that you are, in good faith, contesting the distress, execution, attachment, or other process by appropriate proceedings and are diligently pursuing them); or

(g) anything similar to the events in paragraphs (a) to (f) occurs under the laws of any applicable jurisdiction;

Instrument means a guarantee, indemnity, letter of credit, bond, undertaking or other document of a similar kind issued pursuant to the Facility Agreement;

Investor Visa Account means any account you hold with us that is (i) tailored specifically for investors into the United Kingdom utilising an investment strategy based upon our understanding of the United Kingdom immigration rules; and (ii) designated by us as an Investor Visa Account;

Loan means an Overdraft Drawing or a Call Loan;

Overdraft Drawing means a drawing under the Facility Agreement on the current account(s) that you hold with us (except for any Restricted Account and any Investor Visa Account);

Person includes any individual, corporation, association, partnership or other entity (whether or not having separate legal personality);

Precious Metal means gold, silver, platinum, palladium, or any other metal that we agree may be the subject matter of an FX/ Metals Transaction;

Restricted Account means any account you hold with us that we have designated in writing as a 'Restricted Account';

Restricted Security means any Security which is provided as security by you to us to secure your obligations to us under any Ring Fenced Facility Agreement;

Ring Fenced Facility Agreement means any facility agreement between you and us that we have designated in writing as a 'Ring Fenced Facility Agreement';

Secured Liabilities has the meaning given to it in clause 1.2 (*Grant of security*);

Securities means debentures, shares, stock, bonds, warrants, negotiable instruments, certificates of deposit, notes, warrants, units and rights of participation or other interests in a unit trust scheme, mutual fund or other collective investment arrangement, rights under an insurance policy and other securities and investments of any nature or description (except for any Restricted Securities);

Security Interest has the meaning given to it in clause 1.1 (*Grant of security*);

Security Value of the Collateral at any time is the value, expressed in the Base Currency, that we in our discretion attribute to the Collateral at that time on the basis of the methodology we have developed to value different types of collateral;

Supplemental Documents means all agreements between us and you (except for any Ring Fenced Facility Agreement) relating to the provision of investment services and/or banking or credit facilities to you and/or our transacting any other kind of business with you (including, without limitation, the Foreign Exchange and Precious Metals Transactions Supplement and the Exchange Traded Derivatives Transactions Supplement);

Transaction means an ETD Transaction or a FX/Metals Transaction; and

Transaction Liability means the aggregate value of your net liabilities to us in relation to all Transactions, expressed in the Base Currency, as calculated by us using our normal risk management procedures in relation to clients' positions taking into account:

(a) the amount of your unrealised losses and unrealised profits in relation to each Transaction on a mark-to-market basis; and

(b) the amount of any initial margin and, to the extent not included in (a) above, variation margin required by an Exchange in respect of the relevant Transaction.

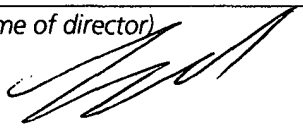
19.2 References to "we", "us" and "you" include references to our and your successors in title, personal representatives and assigns.

19.3 Where you are a Guarantor, references to "you" in the definitions of "Collateral Maintenance Limit", "Exchange Traded Derivatives Transactions Supplement", "Facility Agreement", "Finance Documents", "Foreign Exchange and Precious Metals Transactions Supplement", "Overdraft Drawing", "Supplemental Documents" and "Transaction Liability" are to you and the Client.

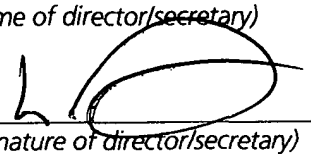
19.4 Any provision of any Supplemental Document that is inconsistent with the security created by this Deed of Charge will take effect subject to this Deed of Charge. If there is any conflict between any provision of this Deed of Charge and of any Supplemental Document, the relevant provision of this Deed of Charge will prevail.

IN WITNESS WHEREOF this Deed of Charge has been executed as a deed and is intended to be and is hereby delivered on the last date stated below.

EXECUTED as a deed by

Name of executing company	Boultbee Finance Ltd
Address of executing company	2nd Floor Broadway House, 32-35 Broad Street, Hereford, , HR4 9AR - - - - -
Acting by	Clive Boultbee-Brooks *(name of director)*
Signature	 *(signature of director)*
Date	24 November 2020
Address	Welcheston Court, Broadmoor Common, Woolhope, Herefordshire, HR1 4QU

and

Name	Lee Roberts *(name of director/secretary)*
Signature	 *(signature of director/secretary)*
Date	24 November 2020
Address	The Mulberry, 3 Blytheswood, Sheethangar Lane Felden, Hemel Hempstead, HP3 0BQ

EXECUTED as a deed by

Name of executing company: Boultbee Finance Ltd

Address of executing company:
2nd Floor Broadway House,
32-35 Broad Street,
Hereford, ,
HR4 9AR
-
-
-
-
-

Acting by: Clive Boultbee-Brooks
(name of authorised signatory)

Signature
(signature of authorised signatory)

acting under the authority of the Company

Acting by: Lee Roberts
(name of authorised signatory)

Signature
(signature of authorised signatory)

acting under the authority of the Company

in the presence of:

Witness signature

Name: Helen Spencer

Date: 24 November 2020

Address: Broadway House, 32-35 Broad Street
Hereford, HR4 9AR

Schedule 1
Agent for process in England

Name:

Registered Office/Address:

Company Number:

Telephone Number:

Contact Name:

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7889319

Charge code: 0788 931 9 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th November 2020 and created by BOULTBEE FINANCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th December 2020 .

Given at Companies House, Cardiff on 19th December 2020

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES