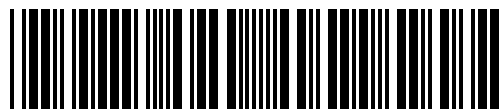




Registration of a Charge

Company Name: **WATERSIDE 21 LIMITED**

Company Number: **08032515**



XCDWQ0KH

Received for filing in Electronic Format on the: **11/10/2023**

Details of Charge

Date of creation: **27/09/2023**

Charge code: **0803 2515 0010**

Persons entitled: **FOINAVON CREDIT FUND II**

Brief description: **LAND ON THE NORTH WEST SIDE OF GWYNFA, TOWCESTER ROAD, MAIDS MORETON, MK18 1RG WITH REGISTERED TITLE NUMBER BM338167 AND PART OF THE FREEHOLD PROPERTY KNOWN AS SCOTTS FARM, SCOTTS FARM CLOSE, MAIDS MORETON, BUCKINGHAM, MK18 1RX WITH REGISTERED TITLE NUMBER BM344663.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **WE 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:

STEPHENSON HARWOOD LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8032515

Charge code: 0803 2515 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th September 2023 and created by WATERSIDE 21 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th October 2023 .

Given at Companies House, Cardiff on 13th October 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

Debenture

Dated 27 September 2023

(1) WATERSIDE 21 LIMITED
(as Original Chargor)

(2) FOINAVON CREDIT FUND II
(as Lender)

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This Debenture

Dated 27 September 2023

Between:

- (1) **WATERSIDE 21 LIMITED**, a company incorporated and registered in England and Wales with company number 08032515 whose registered office is at Portland House, 11-13 Station Road, Kettering, Northamptonshire NN15 7HH (the "**Original Chargor**"); and
- (2) **FOINAVON CREDIT FUND II**, a sub-fund of Foinavon SICAV plc, incorporated and registered in Malta with company number SV102 and whose registered office is at 171, Old Bakery Street, Valletta, VLT 1455, Malta as lender (the "**Lender**").

Background

- (A) The Original Chargor enters into this Deed in connection with the Facility Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

It is agreed as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed:

"**Account**" means each account opened or maintained by any Chargor now or in the future with the Lender, any bank, building society, financial institution or other person (including any renewal, redesignation, replacement, subdivision or sub account of such account) and the debt or debts represented thereby including, without limitation, those accounts listed in Schedule 3 (*Bank Accounts*) to this Deed;

"**Account Bank**" means any bank, building society, financial institution or other person with which a Chargor opens or maintains an Account;

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

"**Additional Chargor**" means each person which grants Security over its assets in favour of the Lender by executing a Security Accession Deed in accordance with Clause 22 (*Changes to the Parties*);

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in London;

"**Charged Investments**" means the Subsidiary Shares and the Investments;

"**Chargor**" means the Original Chargor and each Additional Chargor;

"Deed of Priority" means the deed of priority dated on or about the date of this deed between the Borrower, John Burns Barrett and Matthew David Swan as the shareholders, Paragon Development Finance Limited as senior creditor and the Lender as junior creditor;

"Default" has the meaning given to that term in the Facility Agreement;

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

"Event of Default" has the meaning given to that term in the Facility Agreement;

"Facility Agreement" means the facility agreement dated 17 August 2022 between, among others, the Original Chargor and the Lender as amended and restated on or about the date of this Deed;

"Finance Documents" means the Facility Agreement, this Deed, the Loan Note Instrument, any Security Accession Deed and any other document designated as a "Finance Document" by the Lender and the Original Chargor;

"Fixed Security Asset" means each Security Asset:

- (a) which is, or is expressed to be, subject to any Security created by this Deed pursuant to Clause 4.1 (*Legal mortgages*), 4.2 (*Assignments*) or 4.3 (*Fixed charges*) or the equivalent provision(s) of any Security Accession Deed; or
- (b) which is a Floating Charge Asset in respect of which the Security created or expressed to be created by this Deed (or the equivalent provision(s) of any Security Accession Deed) has been converted into a fixed charge in accordance with Clause 5 (*Conversion of floating charge*);

"Floating Charge Asset" means each Security Asset which is, or is expressed to be, subject to any Security created by this Deed pursuant to Clause 4.5 (*Floating charge*) or the equivalent provision(s) of any Security Accession Deed;

"Group" means the Original Chargor and its Subsidiaries from time to time;

"Insurance Policy" means each contract or policy of insurance (including all cover notes) of whatever nature, taken out by or written in favour of a Chargor (for or on its behalf) or in which a Chargor has an interest at any time, but excluding any insurance policy to the extent it is a third party liability insurance policy;

"Intellectual Property" means:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
 - (b) the benefit of all applications and rights to use such assets of each Chargor (which may now or in the future subsist),
- including, without limitation, that listed in Schedule 5 (*Intellectual Property*);

"Intra-Group Loan Agreement" means any agreement evidencing or recording the terms of any Intra-Group Receivable from time to time;

"Intra-Group Receivable" means any amount owing to a Chargor by any other member of the Group, whether documented or not and including fluctuating balances between members of the Group;

"Investments" means all shares (other than the Subsidiary Shares), stock, debentures, debenture stock, bonds, interests in collective investment schemes, in whatever form or jurisdiction any such scheme is established, all partnership interests and all other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000 and/or Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001), in each case:

- (a) whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise; and
- (b) whether held directly by, or to the order of, any Chargor or by any trustee, nominee, custodian, fiduciary or clearance system on behalf of any Chargor (including all rights against any such trustee, nominee, custodian, fiduciary or clearance system including, without limitation, any contractual rights or any right to delivery of all or any part of the Investments from time to time);

"Land" means any freehold or leasehold property, including the real property (if any) listed in Schedule 1 (*Land*), together with, in each case:

- (a) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
- (b) the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Chargor in respect of that property or any moneys paid or payable in respect of those covenants;

"Land Rights" means:

- (a) the proceeds of sale of any Land or any part thereof;
- (b) the aggregate of all amounts paid or payable to or for the account of any Chargor in connection with the letting, licence or grant of other rights of use or occupation of any part of any Land; and
- (c) the benefits of all other agreements, contracts, instruments and rights relating to any Land or any part thereof;

"Party" means a party to this Deed;

"Permitted Security" means:

- (a) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group; and

- (b) the Senior Security Document which is specified in the Deed of Priority;

"Receivable" means all present and future book or other debts or other moneys recoverable or receivable by, or due or owing to any Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever);

"Receiver" means any receiver or receiver and manager or administrative receiver of any Chargor or the whole or any part of the Security Assets, in each case appointed under this Deed;

"Related Rights" means:

- (a) all allotments, accretions, offers, options, rights, bonuses, warrants, benefits and advantages, whether by way of conversion, redemption, preference, substitution, option or otherwise which at any time accrue to or are offered or arise in respect of any Investment or Subsidiary Share;
- (b) all dividends, interest and other distributions paid or payable on or in respect of any Investment or Subsidiary Share;
- (c) warrants, options and other instruments entitling the holder to subscribe for or acquire any Investment or Subsidiary Share; and
- (d) all other rights which at any time derive from, accrue to or are offered or arise in respect of any Investment or Subsidiary Share;

"Relevant Contract" means:

- (a) each Intra-Group Loan Agreement; and
- (b) each other agreement to which a Chargor is party and which is designated in writing by the Lender and the Original Chargor as a "Relevant Contract" from time to time;

"Relevant Date" means:

- (a) in relation to the Original Chargor, the date of this Deed; and
- (b) in relation to an Additional Chargor, the date of the Security Accession Deed to which that Additional Chargor is a party;

"Relevant Jurisdiction" means, in relation to each Chargor, its jurisdiction of incorporation; any jurisdiction where any asset subject to or intended to be subject to the Transaction Security Documents to be created by it is situated or whose laws govern the perfection of any of the Transaction Security Documents entered into by it; and any jurisdiction where it conducts its business;

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor or any other member of the Group to any Secured Party under each Finance Document;

"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 Accession Deed" means a deed executed by an Additional Chargor substantially in the form set out in Schedule 6 (*Form of Security Accession Deed*);

"Security Asset" means any asset or undertaking of a Chargor which is, or is expressed to be, subject to any Security created by this Deed;

"Secured Parties" means the Lender and any Receiver or Delegate;

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

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (b) no Secured Party is under any commitment, obligation or liability (actual or contingent) to make any advance or to make available any other financial accommodation to any Chargor pursuant to the Finance Documents;

"Senior Security Document" has the meaning given to that term in the Deed of Priority;

"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006;

"Subsidiary Shares" means all shares in any member of the Group owned by any Chargor or held by any nominee or trustee on its behalf (including those shares listed opposite its name in Schedule 2 (*Subsidiary Shares*));

"Transaction Security" means the Security created or expressed to be created in favour of the Lender pursuant to the Transaction Security Documents; and

"Transaction Security Documents" means this Deed, together with any other document entered into by the Chargor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any Chargor under any of the Finance Documents.

1.2 Construction

1.2.1 Capitalised terms defined in the Facility Agreement have the same meaning in this Deed unless expressly defined in this Deed.

1.2.2 The provisions of Clause 1.3 (*Definitions and interpretation*) of the Facility Agreement apply to this 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.

1.2.3 Unless a contrary indication appears, a reference in this Deed to:

- (a) a Finance Document or any other document, agreement or instrument is a reference to that Finance Document or other

document, agreement or instrument as amended, novated, supplemented, extended or restated however fundamentally and including if the same increases the obligations of any member of the Group;

- (b) the words **include(s)**, **including** and **in particular** shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as limiting the generality of any preceding words;
- (c) **liabilities** means any obligation, whether incurred as principal or as surety, whether or not in respect of indebtedness, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity;
- (d) any **rights** or **interests** in respect of an asset or any agreement includes:
 - (i) all amounts and proceeds paid or payable;
 - (ii) all rights to make any demand or claim;
 - (iii) all powers, remedies, causes of action, security, guarantees and indemnities or other collateral; and
 - (iv) all other rights, interests, title and/or benefit of any nature whatsoever and howsoever arising from time to time,in each case in respect of or derived from that asset;
- (e) any share, stock, debenture, bond or other security or investment includes:
 - (i) any dividend, interest or other distribution paid or payable; and
 - (ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,in each case in respect of that share, stock, debenture, bond or other security or investment; and
- (f) the term **this Security** means any Security created by this Deed.

1.2.4 Any covenant of a Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.

1.2.5 The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated into this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in

accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

- 1.2.6 If the Lender considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- 1.2.7 Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset (which includes any sale, transfer, assignment, grant, lease, licence, declaration of trust or other disposal, where voluntary or involuntary, and **dispose** will be construed accordingly).
- 1.2.8 Each of the mortgages, fixed charges and assignments contained in Clauses 4.1 (*Legal mortgages*) to 4.3 (*Fixed charges*) or the equivalent provisions of any Security Accession Deed over each category of assets and each asset specified in those Clauses shall be read and construed separately, as though each such category and asset were mortgaged, charged or assigned (as applicable) independently and separately of each other and the failure to create an effective mortgage, fixed charge or assignment by way of security (whether arising out of this Deed or any act or omission by any party) on any one asset shall not affect the nature of any mortgage, fixed charge or assignment by way of security imposed on any other asset whether within that same class of assets or not.
- 1.2.9 The liabilities of the Chargors under this Deed are joint and several.

1.3 Third party rights

- 1.3.1 Unless expressly provided to the contrary in any Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed or any other Finance Document entered into under or in connection with it.
- 1.3.2 Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind, vary, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Deed at any time.
- 1.3.3 Any Receiver or Delegate, any Secured Party or any other person described in Clause 15.4 (*Protection of third parties*) may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to Clause 1.3.2 and the provisions of the Third Parties Act.

1.4 Deed of Priority

This Deed is subject to the terms of the Deed of Priority.

2 Covenant to pay

2.1 Covenant to pay

- 2.1.1 Each Chargor covenants with the Lender that it will, on the Lender's written demand, pay or discharge the Secured Obligations when due at the times and in the manner provided in the relevant Finance Documents.
- 2.1.2 Every payment by a Chargor of a Secured Obligation which is made to or for the benefit of a Secured Party to which that Secured Obligation is due and payable in accordance with the Finance Document under which such sum is payable to that Secured Party shall operate in satisfaction to the same extent of the covenant contained in Clause 2.1.1.

2.2 Covenants and Security lawful

The covenants contained in this Clause 2 and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.

2.3 Demand by the Lender

- 2.3.1 The making of one demand shall not preclude the Lender from making any further demands, in each case in accordance with the Finance Documents.
- 2.3.2 Any third party dealing with the Lender or any Receiver or Delegate shall not be concerned to see or enquire as to the validity of any demand under this Deed.

3 General

- 3.1 All the Security created under this Deed (including, for the avoidance of doubt, any Security Accession Deed):
 - 3.1.1 is created in favour of the Lender;
 - 3.1.2 is created over present and future assets of the Chargors;
 - 3.1.3 is security for the payment and discharge of all the Secured Obligations; and
 - 3.1.4 is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- 3.2 The absence of or incomplete details of any Security Asset in any Schedule to this Deed or to any Security Accession Deed shall not affect the validity or enforceability of any Security under this Deed.
- 3.3 Notwithstanding anything contained in this Deed or implied to the contrary, each Chargor remains liable to perform all conditions and obligations assumed by it in relation to the Security Assets and the Lender is under no obligation to perform or fulfil

any such condition or obligation or to make any payment in respect of such condition or obligation.

4 Creation of Security

4.1 Legal mortgages

Each Chargor charges by way of a first legal mortgage all estates or interests in any Land owned by it from time to time including any Land specified in Schedule 1 (*Land*).

4.2 Assignments

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption:

4.2.1 Insurance Policies

all of its rights in respect of any Insurance Policy, including all sums payable thereunder; and

4.2.2 Relevant Contracts

all of its rights in respect of the Relevant Contracts to which it is a party.

4.3 Fixed charges

Each Chargor charges by way of first fixed charge:

4.3.1 Land

to the extent not the subject of a mortgage under Clause 4.1 (*Legal mortgages*), all estates or interests in any Land now or subsequently owned by it;

4.3.2 Plant and machinery

to the extent that they are not the subject of a mortgage under Clause 4.1 (*Legal mortgages*) or a first fixed charge under Clause 4.3.1 (*Land*), all plant, machinery, vehicles, computers and other office equipment and tools (excluding any for the time being forming part of a Chargor's stock in trade or work in progress) owned by it, present and future, and the benefit of all contracts, licences, warranties, maintenance contracts and other agreements relating to them and any renewals and replacements of them;

4.3.3 Land Rights

to the extent that they are not the subject of a mortgage under Clause 4.1 (*Legal mortgages*) or a first fixed charge under Clause 4.3.1 (*Land*) above, its Land Rights;

4.3.4 Subsidiary Shares

(a) all of its rights in respect of any Subsidiary Shares; and

- (b) all of its rights in respect of any Related Rights in relation to any Subsidiary Shares;

4.3.5 Investments

- (a) all of its rights in respect of any Investments; and
- (b) all of its rights in respect of any Related Rights in relation to any Investments;

4.3.6 Accounts

all of its rights in respect of any Account, any amount standing to the credit of any Account and the debt represented by it;

4.3.7 Intellectual Property

all of its rights in respect of any Intellectual Property;

4.3.8 Book debts etc.

- (a) all of its rights in respect of all of its Receivables (other than any Intra-Group Receivable);
- (b) all of its rights in respect of all other moneys due and owing to it (other than any Intra-Group Receivable); and
- (c) the benefit of all rights in relation to any item under paragraphs (a) and (b) above.

4.3.9 Goodwill

all of its rights in respect of any its goodwill;

4.3.10 Uncalled capital

all of its rights in respect of any its uncalled capital;

4.3.11 Authorisations

- (a) all of its rights in respect of any Authorisation (statutory or otherwise) held by it in connection with its use of any Security Asset; and
- (b) all of its rights to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (a) above;

4.3.12 Rights

to the extent not effectively assigned under Clause 4.2 (*Assignments*):

- (a) all of its rights in respect of any Insurance Policy, including all sums payable thereunder;

- (b) all of its rights in respect of any Relevant Contract to which it is a party; and
- (c) all of its rights in respect of any Intra-Group Receivable owing to it not referred to in paragraph (b) above; and

4.3.13 **Fixed Security Assets**

all other agreements, instruments and rights relating to each Fixed Security Asset referred to above.

4.4 Excluded Assets

- 4.4.1 There shall be excluded from the charge created by Clause 4.3 (*Fixed charges*) any leasehold property held by a Chargor under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its leasehold interest in that property (each an "**Excluded Leasehold Property**") until the relevant condition, waiver or consent has been satisfied or obtained (and, for the avoidance of doubt, once that relevant condition, waiver or consent has been satisfied or obtained, that leasehold property shall cease to be an Excluded Leasehold Property).
- 4.4.2 For each Excluded Leasehold Property, each relevant Chargor undertakes to apply for the relevant consent or waiver of prohibition or condition within five Business Days of the later of the Relevant Date and the date of acquisition of the relevant leasehold property and, in respect of each Excluded Leasehold Property which provides that the relevant third party will not unreasonably withhold its consent to charging, to use all reasonable endeavours for a period of 20 Business Days to obtain that consent as soon as possible and to keep the Lender regularly informed of the progress of its negotiations.
- 4.4.3 Immediately and automatically upon receipt of the relevant waiver, or consent, the relevant formerly Excluded Leasehold Property shall stand charged to the Lender under Clause 4.3 (*Fixed charges*).
- 4.4.4 If required by the Lender at any time following receipt of that waiver or consent, the relevant Chargor shall execute a valid legal mortgage in such form as the Lender shall reasonably require within five Business Days of the relevant waiver or consent being granted.

4.5 Floating charge

4.5.1 **Creation of floating charge**

Each Chargor charges by way of a first floating charge all its assets and undertaking (present and future) not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under Clause 4.1 (*Legal mortgages*), 4.2 (*Assignments*) or 4.3 (*Fixed charges*).

4.5.2 **Qualifying floating charge**

The floating charge created by Clause 4.5.1 (*Creation of floating charge*) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986, which applies to the floating charge created by or under this Deed.

5 Conversion of floating charge

5.1 By notice

Except as provided in Clause 5.3 (*Moratorium*) below, the Lender may by notice to a Chargor convert the floating charge created by Clause 4.5 (*Floating charge*) into a fixed charge as regards any or all of that Chargor's Floating Charge Assets specified in that notice if:

- 5.1.1 an Event of Default has occurred and is continuing;
- 5.1.2 the Lender (acting reasonably) considers that it is necessary in order to protect the priority of the Security created over those assets under this Deed; or
- 5.1.3 the Lender (acting reasonably) considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

5.2 Automatic

The floating charge created by a Chargor under Clause 4.5 (*Floating charge*) will (in addition to the circumstances when this may occur under the general law) automatically (and without the need for any notice) convert into a fixed charge over the relevant Floating Charge Assets or, in the circumstances described in Clauses 5.2.1 or 5.2.2 below, all of that Chargor's Floating Charge Assets:

- 5.2.1 if an administrator is appointed in respect of such Chargor or the Lender receives notice of an intention to appoint an administrator or any person files such a notice with the court;
- 5.2.2 if any steps are taken (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of that Chargor over all or any part of its assets, or if such a person is appointed;
- 5.2.3 if that Chargor creates, or purports to create, any Security or a trust in favour of another person over all or any part of its Floating Charge Assets, other than Permitted Security or with the prior consent of the Lender;
- 5.2.4 on the crystallisation of any other floating charge over the Security Assets; or
- 5.2.5 if any person levies (or attempts to levy) any distress, attachment, sequestration, execution or other process against all or any part of the Floating Charge Assets.

5.3 Moratorium

5.3.1 Subject to Clause 5.3.2, the floating charge created by Clause 4.5 (*Floating charge*) may not be converted into a fixed charge solely by reason of:

- (a) the obtaining of a moratorium; or
- (b) anything done with a view to obtaining a moratorium, under Part A1 of the Insolvency Act 1986.

5.3.2 Clause 5.3.1 above does not apply in respect of any floating charge referred to in subsection (4) of section A2 of Part A1 of the Insolvency Act 1986.

5.4 Partial conversion

The giving of any notice by the Lender under Clause 5.1 (*By notice*) in relation to an asset shall not be construed as a waiver or abandonment of the Lender's right to give any other notice in respect of any other asset or of any other right of a Secured Party under this Deed or any other Finance Document.

5.5 Reconversion

The Lender may, at any time after the floating charge over any asset of a Chargor has been converted into a fixed charge pursuant to Clause 5.1 (*By notice*) or 5.2 (*Automatic*), by written notice to that Chargor, convert the fixed charge over that asset back into a floating charge (and such asset shall be subject to the security created, or expressed to be created, pursuant to Clause 4.5 (*Floating charge*) and the other provisions of this Deed relating to the floating charge contained herein).

6 Negative pledge and disposals

No Chargor shall without the prior consent of the Lender:

- 6.1 create or agree to create or permit to subsist any Security on any Security Asset other than as created by this Deed or a Permitted Security; or
- 6.2 enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset other than as permitted under the Facility Agreement.

7 Perfection of Security

7.1 Notices

7.1.1 Relevant Contracts

Subject to Clause 7.1.5 (*Parties to this Deed*), each Chargor shall:

- (a) in the case of any Relevant Contract existing on the Relevant Date; or
- (b) in the case of any Relevant Contract which is entered into by that Chargor, or any agreement or instrument which is designated a Relevant Contract after the Relevant Date,

promptly, and in any event within 5 Business Days of the Lender's demand, execute and deliver to each counterparty to that Relevant Contract a notice substantially in the form set out in *(Form of notice for Relevant Contracts)* of Schedule 5 (*Forms of notices*).Part 3

7.1.2 **Insurance Policies**

Each Chargor shall:

- (a) in the case of any Insurance Policy existing on the Relevant Date; or
- (b) in the case of any Insurance Policy which is entered into by that Chargor after the Relevant Date,

promptly, and in any event within 5 Business Days of the Lender's demand, execute and deliver to the relevant insurer a notice substantially in the form set out in Part 2 (*Forms of notice for Insurance Policies*) of Schedule 5 (*Forms of notices*).

7.1.3 **Accounts**

Subject to Clause 7.1.5 (*Parties to this Deed*), each Chargor shall:

- (a) in the case of each of its Accounts which are open on the Relevant Date; or
- (b) in the case of any Account which is opened or begins to be maintained by that Chargor after the Relevant Date,

promptly, and in any event within 5 Business Days of the Lender's demand, execute and deliver to the relevant Account Bank for that Account a notice of charge substantially in the form set out in *(Form of notice for Relevant Contracts)* of Schedule 5 (*Forms of notices*).Part 3

7.1.4 **Acknowledgments**

Each Chargor shall use reasonable endeavours to procure that each addressee of a notice referred to in this Clause 7.1 (*Notices*) executes and delivers to the Lender an acknowledgement in the form set out in the relevant notice within 20 Business Days of delivery of such notice.

7.1.5 **Parties to this Deed**

- (a) Each Chargor (the "**First Chargor**") which is party to a Relevant Contract to which another Chargor (the "**Counterparty Chargor**") is party hereby gives notice to the Counterparty Chargor of the assignment of such Relevant Contract on the terms of this Deed (such notice being deemed to be given in the form required under this Deed), and the Counterparty Chargor hereby:
 - (i) waives any restriction or condition in any Relevant Contract to which it is party in relation to the Security created, or expressed to be created, by this Deed; and

- (ii) acknowledges and agrees to such notice from the First Chargor (such acknowledgement being deemed to be given in the form required under this Deed) and the terms of this Deed insofar as they relate to that Relevant Contract.

7.2 Deposit of documents of title

7.2.1 Subsidiary Shares

Each Chargor shall:

- (a) on the Relevant Date, in the case of any Subsidiary Shares in which it has an interest on the Relevant Date; or
- (b) in the case of any Subsidiary Shares issued to it or acquired by it after the Relevant Date, within 5 Business Days of the date of such issue or acquisition,

deposit with the Lender, or as the Lender may direct:

- (i) all certificates or other documents of title or evidence of ownership in relation to its Subsidiary Shares;
- (ii) all stock transfer forms or other instruments of transfer as the Lender may request, in such form and executed in such manner as the Lender may reasonably require with a view to perfecting or maintaining the charges over the Subsidiary Shares or, at any time after an Event of Default has occurred and is continuing, registering any Subsidiary Share in the name of the Lender or its nominees; and
- (iii) declarations of trust in relation to any Subsidiary Share in which a Chargor has an interest but which are not held in its sole name as required by the Lender.

7.2.2 Investments

Each Chargor shall promptly, and in any event within 5 Business Days, of a request by the Lender at any time while an Event of Default is continuing:

- (a) deposit with the Lender, or as the Lender may direct, all certificates or other documents of title or evidence of ownership in relation to its Investments; and
- (b) execute and deliver to the Lender all stock transfer forms or other instruments of transfer which the Lender may request in such form and executed in such manner as the Lender may reasonably require in order to perfect or maintain its security over the Investments or to enable the Lender or its nominees to be registered as the owner of or otherwise obtain a legal title to its Investments.

7.2.3 Land

Each Chargor shall on the Relevant Date or, if later, promptly, and in any event within 5 Business Days, after it acquires such Land either:

- (a) deposit with the Lender all deeds and documents necessary to show good and marketable title to the Land in which it has an interest; or
- (b) procure that all such deeds and documents necessary to show good and marketable title to the relevant Land are held to the order of the Lender by a firm of solicitors approved by the Lender for that purpose.

7.2.4 Retention

The Lender shall be entitled to retain during the Security Period all documents, deeds and other evidence of title deposited with it in accordance with this Clause 7.2 at the risk of the relevant Chargor.

7.3 Registration

7.3.1 HM Land Registry

Each Chargor:

- (a) consents to a restriction in the following terms being entered into on the register of title relating to any Land registered at HM Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [**] 2023 in favour of Foinavon Credit Fund II referred to in the charges register or their conveyancer;
- (b) consents to the registration of a notice against the register of title relating to any Land registered at HM Land Registry that the Lenders are under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents; and
- (c) undertakes to submit an application to the appropriate Land Registry for the first registration of any unregistered Land in England and Wales mortgaged by it pursuant to this Deed or a Security Accession Deed at its own expense, as soon as reasonably practicable and in any event within 5 Business Days following its execution of the same.

7.3.2 Intellectual Property

Each Chargor irrevocably authorises the Lender to effect such registrations, renewals, payments and notifications at the expense of such Chargor as shall, in the reasonable opinion of the Lender, be necessary to register the Security created by this Deed or any Security Accession Deed over any Intellectual Property at any patent, trade mark or other intellectual property register or authority as may be available for the purpose.

7.3.3 Companies House

Each relevant Chargor consents to the registration of this Deed and any Security Accession Deed (as applicable) at Companies House.

8 Representations

8.1 The Original Chargor makes the representations and warranties set out in this Clause 8 to the Lender on the date of this Deed.

8.2 Each Additional Chargor makes the representations and warranties set out in this Clause 8 to the Lender on the date that it becomes a Chargor.

8.3 Status

8.3.1 Each Chargor is a limited liability corporation, duly incorporated and validly existing under the laws of the jurisdiction of its incorporation.

8.3.2 Each Chargor has the power to own its assets and carry on its business as it is being conducted.

8.4 Binding obligations

The obligations expressed to be assumed by each Chargor in this Deed are legal, valid, binding and enforceable obligations.

8.5 Non-conflict with other obligations

The entry into and performance by each Chargor, and the transactions contemplated by, this Deed and the granting of the Transaction Security under this Deed do not and will not conflict with:

8.5.1 any law or regulation applicable to it;

8.5.2 its constitutional documents; or

8.5.3 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.

8.6 Power and authority

8.6.1 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.

8.6.2 No limit on its powers will be exceeded as a result of the grant of Security or giving of indemnities contemplated by this Deed.

8.7 Validity and admissibility in evidence

8.7.1 All Authorisations required or desirable:

(a) to enable each Chargor lawfully to enter into, exercise its rights and comply with its obligations in this Deed; and

(b) to make this Deed admissible in evidence in the Relevant Jurisdictions of each Chargor,

have been obtained or effected and are in full force and effect except any Authorisation referred to in Clause 8.8 (*No filing or stamp Taxes*), which Authorisations will be promptly obtained or effected after the date of this Deed.

8.7.2 All Authorisations necessary for the conduct of the business, trade and ordinary activities of each Chargor have been obtained or effected and are in full force and effect.

8.8 Ranking of Security

Subject to the Deed of Priority, the Security created by this Deed constitutes a first priority security interest over the Security Assets of the type described in this Deed and the Security Assets are not subject to any prior or *pari passu* Security, other than the Senior Security Document.

8.9 Governing law and enforcement

8.9.1 The choice of English law as the governing law of this Deed will be recognised and enforced in its Relevant Jurisdictions.

8.9.2 Any judgment obtained in relation to this Deed in England will be recognised and enforced in its Relevant Jurisdictions.

8.10 No filing or stamp Taxes

Under the laws of the Relevant Jurisdiction of each Chargor it is not necessary that this Deed be registered, filed, recorded, notarised or enrolled with any court or other authority in that jurisdiction or that any stamp, registration, notarial or similar Taxes or fees be paid on or in relation to this Deed or the transactions contemplated by this Deed except registration of particulars of this Deed at Companies House under the Companies Act 2006 and payment of associated fees, which registration and fees will be made and paid promptly after the date of this Deed.

8.11 Good title to assets

Each Chargor has a good, valid and marketable title to, or valid leases or licences of, and all appropriate Authorisations to use, the assets necessary to carry on its business as presently conducted.

8.12 Legal and beneficial ownership

Each Chargor is the sole legal and beneficial owner of the assets over which it purports to grant Security pursuant to the terms of this Deed.

9 Land

9.1 Acquisitions

If a Chargor acquires any Land after the Relevant Date, it shall:

- 9.1.1 notify the Lender promptly and in any event within 5 Business Days;
- 9.1.2 within 5 Business Days of a request by the Lender and at the cost of the relevant Chargor, execute and deliver to the Lender a legal mortgage over such Land in form and substance satisfactory to the Lender; and
- 9.1.3 give notice to HM Land Registry in accordance with, and comply with the provisions of, Clause 7.3.1 (*HM Land Registry*) in relation to such Land.

9.2 Covenants

- 9.2.1 Each Chargor shall punctually pay the rents reserved by and observe and perform in all material respects the other material covenants, agreements or obligations on its part to be observed and performed which are contained in any lease, agreement for lease, tenancy agreement or licence to occupy relating to any Land and, to the extent that it makes commercial sense to do so, enforce the observance and performance by the landlord or licensor of its material obligations under any such document.
- 9.2.2 No Chargor shall (without the prior written consent of the Lender and except as expressly permitted under the Facility Agreement):
 - (a) enter into any onerous or restrictive obligation affecting its Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which, in each case, would be reasonably likely to materially and adversely affect the value of that Land or the value of the Security constituted by this Deed over it; or
 - (b) share the occupation of any Land with any other person (or agree to do so) to the extent that to do so would materially and adversely affect (i) the value of such Land or (ii) the interests of the Secured Parties.

10 Subsidiary Shares and Investments

10.1 Calls

- 10.1.1 Each Chargor shall promptly pay all calls or other payments due and payable in respect of any of its Charged Investments.
- 10.1.2 If the relevant Chargor fails to do so, the Lender may, if it sees fit, pay the calls or other payments in respect of any of its Charged Investments on behalf of that Chargor. The relevant Chargor must within 5 Business Days of demand reimburse the Lender for any payment made by the Lender under this Clause 10.1.

10.2 Dividends

10.2.1 Prior to the occurrence of an Event of Default which is continuing, each Chargor shall be entitled to receive and retain all dividends, distributions or other income paid or payable in relation to any of its Charged Investments.

10.2.2 At any time after the occurrence of an Event of Default which is continuing:

- (a) each Chargor shall hold all dividends, distributions or other income paid in relation to any of its Charged Investments on trust for the Lender and shall pay the same to the Lender immediately on receipt; and
- (b) the Lender may, at its discretion, in the name of the relevant Chargor or otherwise and without any further consent or authority from the relevant Chargor, apply all dividends, interest and other monies arising from the Charged Investments as though they were the proceeds of sale in accordance with Clause 18 (*Application of proceeds*).

10.3 Voting rights before an Event of Default

Prior to the occurrence of an Event of Default which is continuing, the voting rights, powers and other rights in respect of its Charged Investments will be exercised:

10.3.1 by the relevant Chargor; or

10.3.2 if exercisable by the Lender, in any manner which the relevant Chargor may, subject to the other terms of this Deed, direct the Lender in writing.

10.4 Voting rights after an Event of Default

10.4.1 Subject to Clause 10.4.2 below, following the occurrence of an Event of Default which is continuing:

- (a) the Lender may (but shall not be obliged to) exercise or refrain from exercising (in the name of the relevant Chargor and without any further consent or authority on the part of the relevant Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Charged Investment (including in relation to any Related Right), any person who is the holder of any Charged Investment (or Related Right) or otherwise; and
- (b) each Chargor shall (and where applicable shall procure that its nominees shall) accept short notice for and attend any shareholders meetings relating to the Charged Investments, appoint proxies and exercise voting and other rights and powers exercisable by the holders of the Charged Investments as the Lender may (but shall not be obliged to) direct from time to time as it sees fit for the purpose of protecting its interests in relation to the Secured Obligations.

10.4.2 Notwithstanding the occurrence of an Event of Default which is continuing, the Lender shall not exercise its rights or powers under Clause 10.4.1(a) or give any direction under Clause 10.4.1(b) above if and to the extent that:

- (a) a notifiable acquisition would, as a consequence, take place under section 6 of the National Security and Investment Act 2021 (the "**NSI Act**") and any regulations made under the NSI Act; and
- (b) either:
 - (i) the Secretary of State has not approved that notifiable acquisition in accordance with the NSI Act; or
 - (ii) the Secretary of State has approved that notifiable acquisition in accordance with the NSI Act but there would, as a consequence, be a breach of the provisions of a final order made in relation to that notifiable acquisition under the NSI Act.

10.5 Other obligations in respect of Charged Investments

10.5.1 The Lender is not obliged to:

- (a) perform any obligation of any Chargor;
- (b) make any payment;
- (c) make any enquiry as to the nature or sufficiency of any payment received by it or any Chargor; or
- (d) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,

in respect of any Chargor's Charged Investments.

10.5.2 No Chargor shall exercise any voting powers or rights in respect of its Charged Investments in a manner which would, or would be reasonably likely to, (i) cause a breach of any Finance Document, (ii) materially prejudice the value of such Charged Investments, (iii) materially and adversely affect the validity or the enforceability of the Security constituted by this Deed or (iv) adversely affect the Lender's ability to realise the Security constituted by this Deed, except in each case to the extent that such exercise is expressly permitted by the Facility Agreement.

11 Accounts

11.1 Notification

Each Chargor shall deliver to the Lender details of each Account opened or maintained by it from time to time:

- 11.1.1 on the Relevant Date, to the extent that any such Account is not set out in Schedule 3 () or the relevant Security Accession Deed (as applicable); *Bank Accounts*
- 11.1.2 in the case of an Account which is opened and/or begins to be maintained by that Chargor after the Relevant Date, within 5 Business Days of it being opened or so maintained; and
- 11.1.3 immediately upon the request of the Lender at any time after an Event of Default which is continuing.

11.2 Accounts

11.2.1 Operation before an Event of Default

Prior to the occurrence of an Event of Default which is continuing, each Chargor may receive, withdraw or otherwise transfer any credit balance from time to time on any Account subject to the terms of the Facility Agreement.

11.2.2 Operation after an Event of Default

At any time after the occurrence of an Event of Default which is continuing, no Chargor shall receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior written consent of the Lender.

11.3 Application of monies

At any time after the occurrence of an Event of Default which is continuing, the Lender may, without notice to any person, apply, transfer or set-off any or all of the credit balances from time to time on any Account in or towards the payment or other satisfaction of all or part of the Secured Obligations in accordance with Clause 18 (*Application of proceeds*).

12 Book debts and receipts

12.1 Operation before an Event of Default

Prior to the occurrence of an Event of Default which is continuing, each Chargor may use the proceeds of its Receivables subject to the terms of the Facility Agreement.

12.2 Operation after an Event of Default

At any time after the occurrence of an Event of Default which is continuing, each Chargor shall:

- 12.2.1 get in and realise its Receivables and hold the proceeds of the getting in and realisation (until payment into an Account) on trust for the Lender; and
- 12.2.2 except to the extent that the Lender otherwise agrees, pay all the proceeds of such getting in and realisation into an Account.

12.3 Restriction on dealings with Receivables

No Chargor shall, without the Lender's prior written consent, charge or purport to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery other than in relation to the commutation of Receivables with its customers in the ordinary course of trade or unless such action is permitted under the Facility Agreement.

13 Insurances

13.1 Maintenance of insurance

- 13.1.1 Each Chargor shall keep the Security Assets insured in accordance with the Facility Agreement.
- 13.1.2 If a Chargor defaults in complying with Clause 13.1.1 and such default is not remedied within 15 Business Days, the Lender may (but shall not be obliged to) effect or renew any such insurance on such terms, in such name(s) and in such amount(s) as it reasonably considers appropriate, and all monies expended by the Lender in doing so shall be reimbursed by such Chargor to the Lender on demand.

13.2 Application of insurance proceeds

All monies received by a Chargor under any Insurance Policies relating to the Security Assets shall (subject to the rights and claims of any person having prior rights to such monies):

- 13.2.1 prior to the occurrence of an Event of Default which is continuing, be applied [in the ordinary course of business]; and
- 13.2.2 after the occurrence of an Event of Default which is continuing, be held by such Chargor on trust for the Lender pending payment to the Lender for application in accordance with Clause 18 (*Application of proceeds*) and such Chargor waives any right it may have to require that any such monies are applied in reinstatement of any part of the Security Assets.

14 When Security becomes enforceable

14.1 Enforcement event

This Security will become immediately enforceable if an Event of Default has occurred and is continuing.

14.2 Discretion

After this Security has become enforceable, the Lender may enforce all or any part of this Security in any manner it sees fit or as instructed in accordance with the Deed of Priority.

14.3 Statutory powers

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

15 Enforcement of Security

15.1 General

15.1.1 For the purposes of all powers and rights implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed.

15.1.2 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.

15.1.3 The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender to lease, make agreements for leases, accept surrenders of leases and grant options as the Lender may think fit and without the need to comply with any provision of section 99 or section 100 of the Act.

15.2 No liability as mortgagee in possession

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

15.3 Privileges

The Lender and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

15.4 Protection of third parties

No person (including a purchaser) dealing with the Lender or a Receiver or its or his/her agents will be concerned to enquire:

15.4.1 whether the Secured Obligations have become payable;

15.4.2 whether any power which the Lender or a Receiver is purporting to exercise has become exercisable or is being properly exercised;

15.4.3 whether any money remains due under the Finance Documents; or

15.4.4 how any money paid to the Lender or to that Receiver is to be applied.

15.5 Redemption of prior mortgages

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

- (a) redeem any prior Security against any Security 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 will be, in the absence of manifest error, conclusive and binding on the Chargors.

15.5.2 The Chargors must pay to the Lender, immediately on demand, the costs and expenses incurred by the Lender in connection with any such redemption and/or transfer, including the payment of any principal or interest.

15.6 Contingencies

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Lender (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

15.7 Financial collateral

15.7.1 To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of a Chargor under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Lender will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.

15.7.2 Where any financial collateral is appropriated:

- (a) if it is cash, its value will be the amount standing to the credit of the relevant account on the date of appropriation plus any accrued but uncredited interest;
- (b) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
- (c) in any other case, its value will be such amount as the Lender reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it,

and each Secured Party will give credit for the proportion of the value of the financial collateral appropriated to its use.

15.7.3 Each Chargor agrees that the method of valuing financial collateral under Clause 15.7.2 is commercially reasonable.

15.8 Preservation of Security

15.8.1 Waiver of defences

Neither the Security created by this Deed nor the obligations of any Chargor under this Deed will be affected by an act, omission, matter or thing which, but for this Clause 15.8, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it or the Lender or any other Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Chargor, or any other person;
- (b) the release of any Chargor, or any other person under the terms of any composition or arrangement with any person;
- (c) the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of any Chargor, or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of Chargors or any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any document or Security, including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or Security;
- (f) any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under any Finance Document or any other document; or
- (g) any insolvency, liquidation, administration or similar proceedings.

15.8.2 Chargor intent

Without prejudice to the generality of Clause 15.8.1 (*Waiver of defences*), each Chargor expressly confirms that it intends that the Security created by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following:

- (a) acquisitions of any nature;
- (b) increasing working capital;

- (c) enabling distributions to be made;
- (d) carrying out restructurings;
- (e) refinancing existing facilities;
- (f) refinancing any other indebtedness;
- (g) making facilities available to new borrowers;
- (h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and
- (i) any fees, costs and expenses associated with any of the foregoing.

15.8.3 **Immediate recourse**

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

15.8.4 **Appropriations**

During the Security Period, each Secured Party (or any trustee or agent on its behalf) may at any time during the Security Period:

- (a) refrain from applying or enforcing any moneys, Security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of the Secured Obligations, or, subject to Clause 18 (*Application of proceeds*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Obligations or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of the Secured Obligations unless and until such moneys are sufficient to discharge the Secured Obligations in full.

15.8.5 **Deferral and waiver of Chargor's rights**

During the Security Period, unless the Lender directs otherwise, no Chargor shall exercise any rights which it may have by reason of performance by it of its obligations under this Deed or the enforcement of the Security created by this Deed:

- (a) to receive or claim payment from, or be indemnified by a Chargor;
- (b) to claim any contribution from any guarantor of, or party who has granted Security in respect of, any Chargor's obligations under the Finance Documents;

- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Party under any Finance Document or of any guarantee or Security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;
- (d) to bring legal or other proceedings for an order requiring any Chargor to make any payment, or perform any obligation, in respect of which a Chargor has granted Security under this Deed;
- (e) to exercise any right of set-off against any Chargor; or
- (f) to claim or prove as a creditor of any Chargor in competition with any Secured Party.

If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by any Chargor under or in connection with the Finance Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Lender as the Lender may direct for application in accordance with this Deed and the Facility Agreement.

15.8.6 Additional Security

This Deed is in addition to, is not in any way prejudiced by and shall not merge with any contractual right or remedy or other Security now or in the future held by or available to any Secured Party.

16 Receiver

16.1 Appointment of Receiver

- 16.1.1 Except as provided below, the Lender may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (a) the Security created by a Chargor under this Deed has become enforceable; or
 - (b) that Chargor so requests to the Lender at any time.
- 16.1.2 Any appointment under Clause 16.1.1 above may be by deed, under seal or in writing under its hand.
- 16.1.3 Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- 16.1.4 The Lender is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

- 16.1.5 The Lender may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Lender is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

16.2 Removal

The Lender may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have been terminated.

16.3 Remuneration

The Lender may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act will not apply.

16.4 Agent of the Chargor

- 16.4.1 A Receiver will be deemed to be the agent of the relevant Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. Each Chargor alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.

- 16.4.2 No Secured Party will incur any liability (either to a Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

16.5 Relationship with Lender

- 16.5.1 To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Lender in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

17 Powers of Receiver

17.1 General

- 17.1.1 A Receiver has all of the rights, powers and discretions set out below in this Clause 17 in addition to those conferred on it by any law. This includes:

- (a) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
- (b) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.

- 17.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise)

exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

17.2 Possession

A Receiver may take immediate possession of, get in and realise any Security Asset.

17.3 Carry on business

A Receiver may carry on any business of a Chargor in any manner he/she thinks fit.

17.4 Employees

17.4.1 A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he/she thinks fit.

17.4.2 A Receiver may discharge any person appointed by a Chargor.

17.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to the Security created by this Deed or otherwise and generally on any terms and for whatever purpose which he/she thinks fit.

17.6 Sale of assets

17.6.1 A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.

17.6.2 The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.

17.6.3 Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of a Chargor.

17.7 Leases

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he/she thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he/she thinks fit (including the payment of money to a lessee or tenant on a surrender).

17.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of a Chargor or relating in any way to any Security Asset.

17.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he/she thinks fit.

17.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

17.11 Subsidiaries

A Receiver may form a Subsidiary of a Chargor and transfer to that Subsidiary any Security Asset.

17.12 Delegation

A Receiver may delegate his/her powers in accordance with this Deed.

17.13 Lending

A Receiver may lend money or advance credit to any person.

17.14 Protection of assets

A Receiver may:

17.14.1 effect any repair or insurance and do any other act which a Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;

17.14.2 commence and/or complete any building operation; and

17.14.3 apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he/she thinks fit.

17.15 Other powers

A Receiver may:

17.15.1 do all other acts and things which he/she may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;

17.15.2 exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and

17.15.3 use the name of a Chargor for any of the above purposes.

18 Application of proceeds

All amounts from time to time received or recovered by the Lender or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Security will be applied by the Lender or the Receiver in satisfaction of amounts owed to the Lender under the Finance Documents in such manner as the

Lender shall determine in its sole discretion. Section 109(8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Deed.

19 Delegation

19.1 Power of attorney

The Lender or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed.

19.2 Terms

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Lender or that Receiver (as the case may be) may determine, in its discretion, think fit in the interests of the Secured Parties.

19.3 Liability

Neither the Lender nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

20 Further assurances

20.1 Each Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender may reasonably specify (and in such form as the Lender may reasonably require in favour of the Lender or its nominee(s)):

20.1.1 to perfect the Security created or intended to be created under or evidenced by this Deed (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Transaction Security) or for the exercise of any rights, powers and remedies of the Lender or the Secured Parties provided by or pursuant to this Deed or by law and which are exercisable in accordance with their terms.

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

20.1.3 to facilitate the realisation of the assets which are, or are intended to be, the subject of the Transaction Security.

20.2 Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, protection or

maintenance of any Security conferred or intended to be conferred on the Lender or the Secured Parties by or pursuant to this Deed.

21 Power of attorney

The Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any of their respective Delegates or sub-delegates to be its attorney with the full power and authority of each Chargor to, in its name and otherwise on its behalf, execute, deliver and perfect all deeds, instruments and other documents and to do or cause to be done all acts and things which (i) it is required to execute or do under the terms of this Deed and which it has failed to do within 10 Business Days following a request from the Lender to undertake such action or, following the occurrence of an Event of Default which is continuing, which it has failed to do at any time or (ii) may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of the relevant Chargor under or pursuant to this Deed or for enabling the Lender or any Receiver to exercise the respective powers conferred on them under this Deed or by law. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 21.

22 Changes to the Parties

22.1 Assignment by the Lender

The Lender may at any time assign or otherwise transfer all or any part of its rights and obligations under this Deed in accordance with the Finance Documents. Each Chargor shall, promptly upon being requested to do so by the Lender, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

22.2 No assignment by Chargors

None of the rights and obligations of any Chargor under this Deed shall be capable of being assigned or transferred.

22.3 Additional Chargors

The Original Chargor consents to other members of the Group becoming Chargors by way of execution of a Security Accession Deed and irrevocably agrees to its appointment as agent for any other Chargor.

23 Miscellaneous

23.1 Continuing security

This Security is a continuing security and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part.

23.2 Tacking

The Lender and any other Secured Party shall comply with its obligations under the Finance Documents (including the obligation to make further advances). This Deed secures advances already made and further advances to be made.

23.3 New Accounts

- 23.3.1 If the Lender or any other Secured Party receives notice or is deemed to have received notice of any subsequent charge or other interest affecting all or any part of any Security Asset, the Lender or such other Secured Party may open a new account for the relevant Chargor.
- 23.3.2 If the Lender or other Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- 23.3.3 As from that time all payments made to the Lender or such other Secured Party by or on behalf of the relevant Chargor will be credited or be treated as having been credited to a new account of the relevant Chargor and will not operate to reduce any Secured Obligation.

23.4 Time deposits

Without prejudice to any right of set-off any Secured Party may have under any other Finance Document or otherwise, if any time deposit matures on any account any Chargor has with any Secured Party within the Security Period when:

23.4.1 this Security has become enforceable; and

23.4.2 no Secured Obligation is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate.

24 Release

- 24.1 At the end of the Security Period the Lender shall, at the request and cost of the Chargors, take whatever action is necessary or otherwise reasonably requested by the Chargors to release or re-assign (without recourse or warranty) the Security Assets from this Security.
- 24.2 If the Lender considers that any amount paid or credited to any Secured Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or other similar laws, the liability of each Chargor under this Deed and the Security constituted by it will continue and such amount will not be considered to have been irrevocably discharged.

25 Costs and expenses

25.1 Transaction expenses

Each Chargor shall promptly on demand pay to the Lender the amount of all costs and expenses (including legal fees) reasonably incurred by it in connection with the negotiation, preparation, printing, execution and perfection of this Deed.

25.2 Amendment costs

If any Chargor requests an amendment, waiver, consent or release of, or in relation to, this Deed, the relevant Chargor shall, within three Business Days of demand,

reimburse the Lender for the amount of all costs and expenses (including legal fees) reasonably incurred by it in responding to, evaluating, negotiating or complying with that request or requirement.

25.3 Enforcement costs

Each Chargor shall, within three Business Days of demand, pay to the Lender or any Receiver or Delegate the amount of all costs and expenses (including legal fees) incurred by the Lender or any Receiver or Delegate:

- (a) in connection with the enforcement of, or the preservation of any rights under, this Deed or the investigation of any possible Default; or
- (b) arising from any actual or alleged breach by any person of any law or regulation.

25.4 Indemnity for delay

Each Chargor must keep each Secured Parties indemnified against any failure or delay in paying the costs and expenses described in this Clause 25.

26 Payment mechanics

26.1 Payments to the Lender

26.1.1 On each date on which a Chargor is required to make a payment under this Deed, the relevant Chargor shall make the same available to the Lender for value on the due date at the time and in such funds specified by the Lender as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

26.1.2 Payment shall be made to such account in the principal financial centre of the country of that currency (or, in relation to euro, in a principal financial centre in such Participating Member State or London, as specified by the Lender) and with such bank as the Lender, in each case, specifies.

26.2 No set-off by Chargors

All payments to be made by a Chargor under this Deed shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

26.3 Currency of account

26.3.1 Subject to Clause 26.3.2, Pounds Sterling is the currency of account and payment for any sum due from a Chargor under this Deed.

26.3.2 Any amount expressed to be payable in a currency other than Pounds Sterling shall be paid in that other currency.

27 Set-off

The Lender may set off any matured obligation due from each Chargor under this Deed (to the extent beneficially owned by the Lender) against any matured obligation owed by the Lender to each Chargor, regardless of the place of payment, booking branch or

currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

28 Notices

Any communication to be made under or in connection with this Deed shall be made in accordance with clause 16 (*Notices*) of the Facility Agreement.

29 Calculations and certificates

Any certification or determination by the Lender or any other Secured Party of a rate or amount under this Deed or any other Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

30 Partial invalidity

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 provision under the law of any other jurisdiction will in any way be affected or impaired.

31 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this Deed or any Finance Document entered into pursuant to it, shall operate as a waiver of any such right or remedy or constitute an election to affirm this Deed or any Finance Document entered into pursuant to it. No election to affirm this Deed or any such Finance Document on the part of the Lender shall be effective unless it is in writing. No waiver of any right or remedy under this Deed or any Finance Document entered into pursuant to it on the part of the Lender shall be effective unless it is in writing. Any such waiver shall be effective only to the extent set out in that waiver. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed and in each Finance Document entered into pursuant to it are cumulative and not exclusive of any rights or remedies provided by law.

32 Amendments and waivers

Any term of this Deed may be amended or waived only with the written consent of the Original Chargor (on behalf of itself and Chargors) and the Lender.

33 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.

34 Governing law

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

35 Enforcement

- 35.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity and termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed (a "**Dispute**")).
- 35.2 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.
- 35.3 Notwithstanding Clause 35.1, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in a number of jurisdictions.

This Deed has been signed by the Lender and executed as a deed by the Original Chargor and delivered on the date stated at the beginning of this Deed.

Schedule 1

Land

Part 1

Registered Land

Description and address of freehold or leasehold property Title Number

Land on the north west side of Gwynfa, Towcester Road, Maids Moreton, MK18 1RG with registered title number BM338167 and part of the freehold property known as Scotts Farm, Scotts Farm Close, Maids Moreton, Buckingham, MK18 1RX with registered title number BM344663

Part 2

Unregistered Land

Description and address of freehold or leasehold property Details

None as at the date of this Deed.

Schedule 2
Subsidiary Shares

Chargor	Share issuer	Number and class of shares
None as at the date of this Deed.		

Schedule 3
Bank Accounts

Account Holder	Account Bank	Sort Code	Account number	Account name
Waterside 21 Limited	Nat West, St Albans	██████	██████	Waterside 21 Limited ████████████████████

Schedule 4

Intellectual Property

Part 1

Trade marks

Chargor	Trade mark/ application no.	Class(es)	Status/details/ registry
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None as at the date of this Deed.

Part 2

Patents

Chargor	Patent/ application no.	Class(es)	Status/details/ registry
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None as at the date of this Deed.

Part 3

Other

Chargor	Details
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None as at the date of this Deed.

Schedule 5

Forms of notices

Part 1

Form of notice for Accounts

To: [Account Bank]

Copy: Foinavon Credit Fund II (as Lender as defined below)

[Date]

Dear Sirs

Debenture dated _____ 2023 between, amongst others, Waterside 21 Limited and Foinavon Credit Fund II (the "Debenture")

- 1 We refer to the account[s] listed in [Part I (**Accounts**) of] the schedule to this letter which are held by us with you (the " **Accounts**"), as each such account may from time to time be re-designated or re-numbered. This letter constitutes notice to you that under the Debenture we have charged (by way of a first fixed charge) in favour of Foinavon Credit Fund II as lender (the "**Lender**") all our rights in respect of the Accounts, and any amount standing to the credit of any Account.
- 2 In respect of the Accounts:
 - (a) we irrevocably instruct and authorise you to disclose to the Lender any information relating to any Account requested from you by the Lender; and
 - (a) we are permitted to withdraw any amount from any Account for any purpose unless and until you receive a notice from the Lender stating that we are no longer permitted to withdraw any amount from certain or all of the Accounts without its consent. If and from the date on which you receive such a notice:
 - (i) we will not be permitted to withdraw any amount from such Accounts without the prior written consent of the Lender; and
 - (ii) we irrevocably authorise and instruct you to:
 - (A) comply with the terms of any written notice or instruction relating to each such Account received by you from the Lender;
 - (B) hold all sums standing to the credit of each such Account to the order of the Lender; and
 - (C) pay or release any sum standing to the credit of any such Account in accordance with the instructions of the Lender.

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

The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Lender with a copy to us.

Yours faithfully

.....
(Authorised Signatory)
Waterside 21 Limited

Schedule

Bank Accounts

Part I

Accounts

Account Bank	Sort Code	Account number	Account name
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Acknowledgement from Account Bank

To: Foinavon Credit Fund II (as Lender)
171, Old Bakery Street, Valletta, VLT 1455, Malta

Copy: Waterside 21 Limited

_____2023

Dear Sirs

Debenture dated [●] 2023 between, amongst others, Waterside 21 Limited and Foinavon Credit Fund II (the "Debenture")

We confirm receipt from Waterside 21 Limited (the "**Chargor**") of a notice dated _____ (the "**Notice**") of a charge upon the terms of the Debenture over all the rights of each Chargor to any amount standing to the credit of any of the Chargor's Accounts with us (as defined in the Notice).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of any prior security over, or the interest of any third party in, any Account;
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Account; and
- (d) will comply with any notice we may receive from the Lender in respect of the Accounts.

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

Yours faithfully

.....
(Authorised signatory)

Part 2
Forms of notice for Insurance Policies

To: [**]

Copy: Foinavon Credit Fund II (as Lender as defined below)

[Date]

Dear Sirs

**Debenture dated [●] 2023 between, amongst others, Waterside 21 Limited and
Foinavon Credit Fund II (the "Debenture")**

This letter constitutes notice to you that under the Debenture we have assigned absolutely (by way of security), subject to a proviso for re-assignment on redemption, to Foinavon Credit Fund II (the "**Lender**") all our rights in respect of [*insert details of contract of insurance*] and any other present or future contract or policy of insurance in relation to [*insert relevant details*] to which we are a party or in which we have an interest (the "**Insurances**").

We confirm that:

- (a) we will remain liable under the Insurances to perform all the obligations assumed by us under the Insurances; and
- (b) none of the Lender, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Insurances (unless, and to the extent, otherwise expressly provided for in the Insurance).

We will also remain entitled to exercise all our rights, powers and discretions under the Insurances, and you should continue to give notices and make payments under the Insurances to us (unless, and to the extent, otherwise expressly provided for in the Insurances or in any insurer letter you may have issued to the Lender in respect of the Insurances), unless and until you receive notice from the Lender to the contrary stating that the security under the Debenture has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Lender or as it directs (unless, and to the extent, otherwise expressly provided for in the Insurances or in any insurer letter you may have issued to the Lender in respect of the Insurances).

We irrevocably instruct and authorise you to disclose to the Lender any information relating to the Insurances requested from you by the Lender.

The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Lender with a copy to us.

Yours faithfully

.....
(Authorised signatory)
Waterside 21 Limited

Acknowledgement of Insurer

To: Foinavon Credit Fund II (as Lender)
171, Old Bakery Street, Valletta, VLT 1455, Malta

Copy: Waterside 21 Limited

_____2023

Dear Sirs

Debenture dated [●] 2023 between, amongst others, Waterside 21 Limited and Foinavon Credit Fund II (the "Debenture")

We confirm receipt from Waterside 21 Limited (the "**Chargor**") of a notice dated _____ (the "**Notice**") of an assignment on the terms of the Debenture of all the Chargor's rights in respect of [*insert details of the contract of insurance*] (the "**Insurances**").

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of any prior security over, or the interest of any third party in, the Insurances; and
- (c) will give notices and make payments under the Insurances as directed in the Notice.

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

Yours faithfully

.....
(Authorised signatory)
[Insurer]

Part 3

Form of notice for Relevant Contracts

To: [Contract Counterparty] (as Company)

Copy: Foinavon Credit Fund II (as Lender as defined below)

[Date]

Dear Sirs

**Debenture dated [●] 2023 between, amongst others, Waterside 21 Limited and
Foinavon Credit Fund II (the "Debenture")**

This letter constitutes notice to you that under the Debenture we have assigned by way of security, subject to a proviso for re-assignment on redemption to Foinavon Credit Fund II (the "**Lender**") all our rights in respect of [insert details of contract] (the "**Contract**").

The term Event of Default has the meaning given to it in the Debenture.

We irrevocably instruct and authorise you to:

- (a) disclose to the Lender any information relating to the Contract which the Lender may request from you;
- (b) following notice from the Lender that an Event of Default has occurred and is continuing, to hold to the order of the Lender all sums from time to time due and payable by you to us under the Contract;
- (c) following notice from the Lender that an Event of Default has occurred and is continuing, to pay or release all or any part of the sums from time to time due and payable by you to us under the Contract in accordance with the written instructions given to you by the Lender from time to time; and
- (d) following notice from the Lender that an Event of Default has occurred and is continuing, to comply (without reference or notice to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction(s)) with the terms of any written notice or instructions given by the Lender from time to time in relation to the Debenture, the sums payable to the Company from time to time under the Contract or any of our rights from time to time thereunder.

We confirm that:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (b) none of the Lender, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Lender with a copy to us.

Yours faithfully

.....
(Authorised signatory)
Waterside 21 Limited

Acknowledgement of Counterparty

To: Foinavon Credit Fund II (as Lender)
171, Old Bakery Street, Valletta, VLT 1455, Malta

Copy: Waterside 21 Limited

_____ 2023

Dear Sirs

**Debenture dated [●] 2023 between, amongst others, Waterside 21 Limited
and Foinavon Credit Fund II (the "Debenture")**

We confirm receipt from Waterside 21 Limited (the "**Chargor**") of a notice dated _____ (the "**Notice**") of an assignment on the terms of the Debenture of all the Chargor's rights in respect of [*insert details of the contract*] (the "**Contract**").

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of any prior security over, or the interest of any third party in, the Contract; and
- (c) will give notices and make payments under the Contract as directed in the Notice.

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

Yours faithfully

.....
(Authorised signatory)
[Contract counterparty]

Schedule 6

Form of Security Accession Deed

Security Accession Deed

Dated

Between:

- (1) [] Limited, a company incorporated under the laws of [England and Wales] with registered number [] (the "**Additional Chargor**");
- (2) **Waterside 21 Limited**, a company incorporated under the laws of England and Wales with registered number 08032515 (the "**Original Chargor**"); and
- (3) **FOINAVON CREDIT FUND II** (the "**Lender**").

Recitals:

- (A) This Deed is supplemental to a debenture dated [•] 2023 between, among others, the Original Chargor and the Lender (as supplemented and amended from time to time, the "**Debenture**").
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

This deed witnesses

1 Definitions and interpretation

1.1 Definitions

Words and expressions defined in the Debenture shall have the same meanings in this Deed.

"**Accounts**" means each account opened or maintained by the Additional Chargor now or in the future with the Lender, any bank, building society, financial institution or other person (including any renewal, redesignation, replacement, subdivision or sub account of such account) and the debt or debts represented thereby including, without limitation, those accounts listed in Schedule [] (Bank Accounts) to this Deed;

"**Land**" means any freehold or leasehold property, including the real property (if any) listed in Schedule 1 (*Land*), together with, in each case:

- (a) all buildings, fixtures, fittings and fixed plant and machinery on that property;
- (b) the benefit of any covenants for title given or entered into by any predecessor in title of the Additional Chargor in respect of that property or any moneys paid or payable in respect of those covenants; and

"**Subsidiary Shares**" means all shares in any member of the Group owned by the Additional Chargor or held by any nominee or trustee on its behalf (including those shares listed opposite its name in Schedule 2 (*Subsidiary Shares*)).

1.2 Construction

The principles of construction set out in Clause 1.2 (*Construction*) of the Debenture shall apply to this Deed, *mutatis mutandis*, insofar as they are relevant to it, as they apply to the Debenture, provided that a reference to a "Clause" or "Schedule" shall be a reference to a Clause or schedule of this Deed.

2 Accession of Additional Chargor

2.1 Accession

The Additional Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

2.2 Covenant to pay

The Additional Chargor covenants with the Lender that it will, on the Lender's written demand, pay or discharge the Secured Obligations when due at the times and in the manner provided in the relevant Finance Documents.

2.3 General

2.3.1 All the Security created under this Deed:

- (a) is created in favour of the Lender;
- (b) is created over present and future assets of the Additional Chargor;
- (c) is security for the payment and discharge of all the Secured Obligations; and
- (d) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

2.4 Consent of the existing Chargors

The existing Chargors (acting by their agent, the Original Chargor) agree to the terms of this Deed and agree that their execution will in no way prejudice or affect the Security granted by each of them (and covenants given by each of them) under the Debenture.

3 Creation of Security

3.1 Legal mortgages

The Additional Chargor charges by way of a first legal mortgage all estates or interests in any Land now or in the future owned by it including, without limitation, that listed (if any) in Schedule 1 (*Land*) to this Deed.

3.2 Assignments

The Additional Chargor assigns absolutely, subject to a proviso for re-assignment on redemption:

3.2.1 Insurance Policies

all of its rights in respect of any Insurance Policy, including all sums payable thereunder; and

3.2.2 Relevant Contracts

all of its rights in respect of the Relevant Contracts to which it is a party.

3.3 Fixed charges

The Additional Chargor charges by way of first fixed charge:

3.3.1 Land

to the extent not the subject of a mortgage under Clause 3.1 (*Legal mortgages*), all estates or interests in any Land now or subsequently owned by it;

3.3.2 Plant and machinery

to the extent that they are not the subject of a mortgage under Clause 3.1 (*Legal mortgages*) or a first fixed charge under Clause 3.3.1 (*Land*) above, all plant, machinery, vehicles, computers and other office equipment and tools (excluding any for the time being forming part of its stock in trade or work in progress) owned by it, present and future, and the benefit of all contracts, licences, warranties, maintenance contracts and other agreements relating to them and any renewals and replacements of them;

3.3.3 Land Rights

to the extent that they are not the subject of a mortgage under Clause 3.1 (*Legal mortgages*) or a first fixed charge under Clause 3.3.1 (*Land*) above, its Land Rights;

3.3.4 Subsidiary Shares

- (a) all of its rights in respect of any Subsidiary Shares; and
- (b) all of its rights in respect of any Related Rights in relation to any Subsidiary Shares;

3.3.5 Investments

- (a) all of its rights in respect of any Investments; and
- (b) all of its rights in respect of any Related Rights in relation to any Investments;

3.3.6 Accounts

all of its rights in respect of any Account, any amount standing to the credit of any such Account and the debt represented by it;

3.3.7 Intellectual Property

all of its rights in respect of any Intellectual Property;

3.3.8 Book debts etc.

- (a) all of its rights in respect of its Receivables (other than any Intra-Group Receivable);
- (b) all of its rights in respect of all other moneys due and owing to it (other than any Intra-Group Receivable); and
- (c) the benefit of all rights in relation to any item under paragraphs (a) and (b) above;

3.3.9 Goodwill

all of its rights in respect of any its goodwill;

3.3.10 Uncalled capital

all of its rights in respect of any its uncalled capital;

3.3.11 Authorisations

- (a) all of its rights in respect of any Authorisation (statutory or otherwise) held by it in connection with its use of any Security Asset; and
- (b) all of its rights to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (a) above;

3.3.12 Rights

to the extent not effectively assigned under Clause 3.2 (*Assignments*):

- (a) all of its rights in respect of any Insurance Policy, including all sums payable thereunder;
- (b) all of its rights in respect of the Relevant Contracts to which it is a party; and
- (c) all of its rights in respect of any Intra-Group Receivable owing to it not referred to in paragraph (b) above; and

3.3.13 Fixed Security Assets

all other agreements, instruments and rights relating to each Fixed Security Asset referred to above.

3.4 Floating charge

3.4.1 Creation of floating charge

The Additional Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed

mortgage, fixed charge or assignment under Clause 3.1 (*Legal mortgages*), 3.2 (*Assignments*) or 3.3 (*Fixed charges*).

3.4.2 Qualifying floating charge

The floating charge created by Clause 3.4.1 is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986, which applies to the floating charge created by or under this Deed.

4 Negative pledge and disposals

4.1 The Additional Chargor shall not, without the prior consent of the Lender:

4.1.1 create or agree to create or permit to subsist any Security on any Security Asset other than as created by this Deed or a Permitted Security; or

4.1.2 enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset other than as permitted under the Facility Agreement.

5 Power of attorney

The Additional Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any of their respective Delegates or sub-delegates to be its attorney with the full power and authority of the Additional Chargor to, in its name and otherwise on its behalf, execute, deliver and perfect all deeds, instruments and other documents and to do or cause to be done all acts and things which (i) it is required to execute or do under the terms of this Deed and which it has failed to do within 10 Business Days following a request from the Lender to undertake such action or, following the occurrence of an Event of Default which is continuing, which it has failed to do at any time or (ii) may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of the Additional Chargor under or pursuant to this Deed or for enabling the Lender or any Receiver to exercise the respective powers conferred on them under this Deed or by law. The Additional Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 5.

6 Notices

The Additional Chargor confirms that its address details for notices in relation to clause 28 (*Notices*) of the Debenture are as follows:

Address: []

Attention: []

7 Finance Document

This Deed is a Finance Document.

8 Governing law

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

9 Enforcement

9.1 Jurisdiction

- 9.1.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity and termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed (a "**Dispute**").
- 9.1.2 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.
- 9.1.3 Notwithstanding Clause 9.1.1, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in a number of jurisdictions.

9.2 [Service of process]

- 9.2.1 Without prejudice to any other mode of service allowed under any relevant law, the Additional Chargor:
 - (a) irrevocably appoints [] as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed; and
 - (b) agrees that failure by a process agent to notify the Additional Chargor of the process will not invalidate the proceedings concerned.
 - (c) If any person approved as an agent for service of process is unable for any reason to act as agent for service of process, the Original Chargor (on behalf of the Additional Chargor) must immediately (and in any event within 5 Business Days of such event taking place) appoint another agent on terms acceptable to the Lender. Failing this the Lender may appoint another agent for this purpose.]

Executed as a deed and delivered on the date appearing at the beginning of this Deed.

Schedule 1

Land

Part 1

Registered Land

Description and address of freehold or leasehold property	Title Number
--	---------------------

[•]

[•]

Part 2

Unregistered Land

Description and address of freehold or leasehold property	Details
--	----------------

[•]

[•]

Schedule 2
Subsidiary Shares

Chargor	Share issuer	Number and class of shares
[•]	[•]	[•]

Schedule 3

Accounts

Part

1

Accounts

Chargor	Account Bank	Sort Code	Account number	Account name
[•]	[•]	[•]	[•]	[•]

Schedule 4

Intellectual Property

Part 1

Trade marks

Chargor	Trade mark/ application no.	Class(es)	Status/details/ registry
[•]	[•]	[•]	[•]

Part 2

Patents

Chargor	Patent/ application no.	Class(es)	Status/details/ registry
[•]	[•]	[•]	[•]

Part 3

Other

Chargor	Details
[•]	[•]

Chargor

Details

Signatories to Security Accession Deed

Additional Chargor

Executed as a **deed** by [***Additional Chargor***] acting by two directors:

_____ Director
signature

print name

_____ Director
signature

print name

Original Chargor

Executed as a **deed** by **Waterside 21 Limited** acting by a director in the presence of:

_____ Director
signature

signature
of witness _____

print name

name _____
print name of witness

Address:

Portland House, 11-13 Station Road,
Kettering,
Northants
NN15 7HH

Lender

Signed by Foinavon Credit Fund II

Signature pages to the Debenture

Original Chargor

Executed as a deed by Waterside 21 Limited acting by two directors:

DocuSigned by:
John Barrett
9F2A4C8DEE80463...

Director

signature

John Barrett

print name

[Redacted]

Director

signature

Matthew Swan

print name

Lender

Signed by Foinavon Credit Fund II

[Redacted]

Authorised signatory

[Redacted]

Authorised signatory