



Registration of a Charge

Company Name: **GALLIARD HOLDINGS LIMITED**

Company Number: **03368629**



XCDJ7XT5

Received for filing in Electronic Format on the: **05/10/2023**

Details of Charge

Date of creation: **28/09/2023**

Charge code: **0336 8629 0115**

Persons entitled: **QIB (UK) PLC**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **FOOT ANSTEY LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3368629

Charge code: 0336 8629 0115

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th September 2023 and created by GALLIARD HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th October 2023 .

Given at Companies House, Cardiff on 9th 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**

Charge Over Shares

Dated 28th September 2023

Galliard Holdings Limited (1)
C.J. O'Shea and Company Limited (2)
Frogmore Capital Limited (3)
A.R. & V. Investments Limited (4)
QIB (UK) plc (5)

CONTENTS

1	Definitions and interpretation	1
2	Covenant to pay	3
3	Grant of security	3
4	Liability of the Chargor	4
5	Representations and warranties	4
6	Covenants	5
7	Voting rights and dividends	8
8	Powers of the Bank	9
9	When security becomes enforceable	10
10	Enforcement of security	11
11	Delegation	12
12	Application of proceeds	12
13	Costs and indemnity	13
14	Further assurance	13
15	Power of attorney	14
16	Release	14
17	Assignment and transfer	14
18	Set-off	15
19	Amendments, waivers and consents	15
20	Severance	15
21	Counterparts	16
22	Third party rights	16
23	Further provisions	16
24	Notices	17
25	Governing law and jurisdiction	18

THIS DEED is dated 28th September

2023

PARTIES

- (1) **GALLIARD HOLDINGS LIMITED** (registered in England and Wales with number 03368629) whose registered office is at 3rd Floor, Sterling House, Langston Road, Loughton, Essex, IG10 3TS (**Chargor**).
- (2) **C.J. O'SHEA AND COMPANY LIMITED** (registered in England and Wales with number 00939436) whose registered office is at Granard Business Centre, Bunns Lane, Mill Hill, London, NW7 2DZ;
- (3) **FROGMORE CAPITAL LIMITED** (registered in England and Wales with number 09293989) whose registered office is at 11/15 Wigmore Street, London, W1A 2JZ; and
- (4) **A.R. & V. INVESTMENTS LIMITED** (registered in England and Wales with number 00632484) whose registered office is at 68 Grafton Way, London, United Kingdom, W1T 5DS,

each a '**Beneficial Owner**' and together the '**Beneficial Owners**'.

- (5) **QIB (UK) plc** (Company Number 04656003) whose registered office is at 43 Grosvenor Street, London W1K 3HL (**Bank**).

BACKGROUND

- (A) The Bank has agreed, pursuant to the Master Murabaha Agreement, to provide the Companies with a murabaha facility on a secured basis.
- (B) Under this deed, the Grantors provide security to the Bank for the murabaha facility made available under the Master Murabaha Agreement.

AGREED TERMS

1 Definitions and interpretation

1.1 Definitions

Terms defined in the Master Murabaha Agreement shall, unless otherwise defined in this deed, have the same meaning in this deed. In addition, the following definitions apply in this deed:

Companies:

- a) Chiltern Court Properties Limited (Company Number 10751604) registered in England and Wales with its registered address at 3rd Floor, Sterling House, Langston Road, Loughton, Essex, United Kingdom, IG10 3TS; and
- b) Thorney Leys Developments Limited (Company Number 10752829) registered in England and Wales with its registered address at 3rd Floor, Sterling House, Langston Road, Loughton, Essex, United Kingdom, IG10 3TS

Delegate: any person appointed by the Bank pursuant to clause 11, and any person appointed as attorney of the Bank or Delegate.

Grantors: the Chargor and the Beneficial Owners.

Master Murabaha Agreement: the master murabaha agreement dated on or about the date of this deed between (1) the Companies and (2) the Bank for the provision of the murabaha facility secured by, inter alia, this deed.

Financial Collateral: has the meaning given to that expression in the Financial Collateral Regulations.

Financial Collateral Regulations: the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003/3226).

LPA 1925: the Law of Property Act 1925.

Profit Share Agreements means:

- (a) the profit share agreement dated 19 September 2017 entered into between the Chargor, the Beneficial Owners and Thorney Leys Developments Limited in respect of all of the shares in the share capital of Thorney Leys Developments Limited; and
- (b) the profit share agreement dated 19 September 2017 entered into between the Chargor, the Beneficial Owners and Chiltern Court Properties Limited in respect of all of the shares in the share capital of Chiltern Court Properties Limited.

Related Rights:

- (a) any Dividend or other distribution paid or payable in relation to any Share;
- (b) any right, money or property accruing, offered or issued at any time in relation to any Share by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise;
- (c) all of the Beneficial Owners' present and future rights:
 - (i) under the Profit Share Agreements; and
 - (ii) to all moneys paid or owing to the Beneficial Owners under the Profit Share Agreements; and
- (d) the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Beneficial Owners in connection with paragraph (c) above.

Secured Assets: all the assets, property and undertaking for the time being subject to any Security Interest created by, or pursuant to, this deed and including the Profit Share Agreements (and references to the Secured Assets shall include references to any part of them).

Secured Liabilities: means:

- (a) all present and future monies, obligations and liabilities of the Companies to the Bank, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, together with a late payment charge (calculated in accordance with clause 6.7 of the Master Murabaha Agreement) payable in respect of such monies or liabilities; and
- (b) all present and future monies, obligations and liabilities of the Grantors to the Bank, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with this deed, together with a late payment charge (calculated in accordance with clause 6.7 of the Master Murabaha Agreement) payable in respect of such monies or liabilities.

Security Financial Collateral Arrangement: has the meaning given to the expression in the Financial Collateral Regulations.

Security Interest: has the meaning given to that term in the Master Murabaha Agreement.

Security Period: the period starting on the date of this deed and ending on the date on which the Bank is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

Shares: all of the shares in the share capital in each of the Companies.

1.2 Interpretation

The provisions of clause 1.2 of the Master Murabaha Agreement apply to this deed as if they were set out in full in this deed, except that each reference in that clause to the Master Murabaha Agreement shall be read as a reference to this deed.

1.3 Clawback

If the Bank considers that an amount paid by the Grantors in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the insolvency, bankruptcy, winding up, administration, receivership or otherwise of the Grantors, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

1.4 Perpetuity period

If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

2 Covenant to pay

2.1 Covenant to pay

The Grantors shall, on demand, pay to the Bank and discharge the Secured Liabilities.

2.2 Limited recourse

Notwithstanding any other provision of the Facility Documents, it is expressly agreed and understood that:

- (a) the sole recourse of the Bank to the Chargor under this deed is to the Chargor's interest in the Secured Assets; and
- (b) the liability of the Chargor to the Bank pursuant to or otherwise in connection with the Facility Documents shall be:
 - (i) limited in aggregate to an amount equal to that recovered as a result of enforcement of this deed with respect to the Secured Assets; and
 - (ii) satisfied only from the proceeds of sale or other disposal or realisation of the Secured Assets pursuant to this deed.

3 Grant of security

3.1 As a continuing security for the payment and discharge of the Secured Liabilities, the Grantors with full title guarantee charge to the Bank by way of a first fixed charge:

- (a) all the Shares owned by it; and
- (b) all Related Rights.

4 Liability of the Grantors

4.1 Liability not discharged

The Grantors' liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Bank that is or becomes wholly or partially illegal, void or unenforceable on any ground;
- (b) the Bank renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- (c) any other act or omission, that, but for this clause 4.1, might have discharged, or otherwise prejudiced or affected, the liability of the Grantors.

4.2 Immediate recourse

The Grantors waive any right they may have to require the Bank to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against the Grantors.

5 Representations and warranties

5.1 Representations and warranties

The Grantors make the representations and warranties set out in this clause 5 to the Bank.

5.2 Status

- (a) Each Grantor is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- (b) Each Grantor has the power to own its assets and carry on its business as it is being conducted.

5.3 Shares

- (a) The Shares are fully paid and are not subject to any option to purchase or similar rights.
- (b) The Shares represent the whole of the issued share capital of each of the Companies and no person has any option, warrant or other similar right to subscribe for any shares of the Companies.
- (c) All of the Shares are legally owned and controlled by the Chargor.
- (d) 50% of the Shares are beneficially owned and controlled by the Beneficial Owners in the following percentages:
 - (i) A.R. & V. Investments Limited – 20%

- (ii) C.J.O'Shea and Company Limited – 20%
 - (iii) Frogmore Capital Limited – 10%
- (e) The remaining 50% of the Shares are beneficially owned and controlled by the Chargor.
- (f) The constitutional documents of each of the Companies do not:
 - (i) restrict or inhibit any transfer of the Shares on creation or enforcement of the security constituted by this deed; or
 - (ii) contain any rights of pre-emption.

5.4 No Security

The Secured Assets are free from any Security Interest other than the Security Interest created by this deed.

5.5 No adverse claims

The Grantors have not received, or acknowledged notice of, any adverse claim by any person in respect of the Secured Assets or any interest in them.

5.6 No adverse covenants

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever, that materially and adversely affect the Secured Assets.

5.7 No breach of laws

There is no breach of any law or regulation which materially and adversely affects the Secured Assets.

5.8 Avoidance of security

No Security Interest expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Grantors or otherwise.

5.9 Enforceable security

This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Grantors, and is and will continue to be effective security over all and every part of the Secured Assets in accordance with its terms.

5.10 Times for making representations and warranties

The representations and warranties set out in clause 5.2 to clause 5.9 are made by the Grantors on the date of this deed and the representations and warranties contained in clause 5.2 to clause 5.9 are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

6 Covenants

6.1 Negative pledge and disposal restrictions

The Grantors shall not at any time, except with the prior written consent of the Bank:

- (a) create, purport to create or permit to subsist any Security Interest on, or in relation to, any Secured Asset other than any Security Interest created by this deed;
- (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Secured Assets; or
- (c) create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party.

6.2 Preservation of Secured Assets

The Grantors shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Bank, or diminish the value of any of the Secured Assets or the effectiveness of the security created by this deed.

6.3 Grantors' waiver of set-off

The Grantors waive any present or future rights of set-off they may have in respect of the Secured Liabilities (including sums payable by the Grantors under this deed).

6.4 Compliance with laws and regulations

The Grantors shall comply with the requirements of any law and regulation relating to or affecting the Secured Assets or the use of it or any part of them.

6.5 Enforcement of rights

The Grantors shall use their best endeavours to enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets which the Bank may require from time to time.

6.6 Notice of misrepresentations and breaches

The Grantors shall, promptly on becoming aware of any of the same, notify the Bank in writing of:

- (a) any representation or warranty set out in clause 5 which is incorrect or misleading in any material respect when made or deemed to be repeated; and
- (b) any breach of any covenant set out in this deed.

6.7 Title to Secured Assets

The Grantors shall on the execution of this deed, deliver to the Bank, or as the Bank may direct:

- (a) in the case of the Chargor, all share certificates and other documents of title or evidence of ownership of the Secured Assets;
- (b) in the case of the Chargor, all stock transfer forms relating to the Secured Assets duly completed and executed by or on behalf of the Chargor but with the name of the transferee, the consideration and the date left blank; and
- (c) any other documents (in each case duly completed and executed by or on behalf of the Grantors) that the Bank may request to enable it, or any of its nominees, or any purchaser or transferee, to be registered as the owner of, or otherwise obtain legal title to, or to perfect its security interest in any of the Secured Assets,

so that the Bank may, at any time and without notice to the Grantors, complete and present those stock transfer forms and other documents to the issuer of the Secured Assets for registration.

6.8 Nominations

- (a) The Grantors shall immediately terminate all nominations they may have made in respect of any Secured Asset and, pending such termination, procure that any person so nominated:
 - (i) does not exercise any rights in respect of any Secured Asset without the prior written approval of the Bank; and
 - (ii) immediately upon receipt by them, forward to the Bank all communications or other information received by them in respect of any Secured Asset for which it has been so nominated.
- (b) The Grantors shall not at any time during the Security Period exercise the right to nominate any person other than the Bank to enjoy or exercise any right relating to any of the Secured Assets.

6.9 Pre-emption rights and restrictions on transfer

The Chargor shall:

- (a) obtain all consents, waivers, approvals and permissions that are necessary, under the articles of association (or otherwise) of each of the Companies, for the transfer of the Secured Assets to the Bank or its nominee, or to a purchaser on enforcement of the security constituted by this deed; and
- (b) procure the amendment of the share transfer provisions (including, but not limited to, deletion of any pre-emption provisions) under the articles of association, other constitutional document or otherwise of each of the Companies in any manner that the Bank may require in order to permit the transfer of the Secured Assets to the Bank or its nominee, or to a purchaser on enforcement of the security constituted by this deed; and
- (c) procure that the Companies shall promptly register any transfer of title to the Secured Assets pursuant to any enforcement by the Bank of its rights under this deed.

6.10 Calls and other obligations

- (a) Notwithstanding the security created by this deed, the Grantors shall promptly pay all calls, instalments and other payments that may be or become due and payable in respect of all or any part of the Secured Assets.
- (b) If the Grantors fail to do so, the Bank may, at its discretion but without obligation, pay the calls, instalments or other payments on behalf of the Grantors.
- (c) The Grantors shall, immediately on request by the Bank, reimburse the Bank for any payment made by them under this clause 6.10.
- (d) The Grantors shall comply with, and shall remain liable to perform, all of the other conditions and obligations assumed by them in respect of all or any part of the Secured Assets.

6.11 Changes to rights

- (a) The Grantors shall not take, or allow the taking of, any action on their behalf which may result in the rights attaching to, or conferred by, all or any of the Secured Assets being altered.
- (b) The Grantors shall not cause or permit:
 - (i) any of the Secured Assets to be consolidated, sub-divided or converted; or
 - (ii) the other shares of each of the Companies to be re-organised, exchanged or repaid; or
 - (iii) any further shares in the share capital of each of the Companies to be issued.

6.12 Information

The Grantors shall:

- (a) promptly following receipt, send to the Bank copies of any notice, circular, report, accounts and any other document received by them that relates to the Secured Assets; and
- (b) promptly notify the Bank in writing of any action, claim, notice or demand made by or against them in connection with all or any part of a Secured Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim, notice or demand, together with, in each case, the Grantors' proposals for settling, liquidating, compounding or contesting any such action, claim, notice or demand and shall, subject to the Bank's prior approval, implement those proposals at their own expense.

7 Voting rights and dividends

7.1 Voting rights and dividends - before enforcement

- (a) Before the security constituted by this deed becomes enforceable, the Grantors may exercise all voting and other rights and powers in respect of the Secured Assets or, if any of the same are exercisable by the Bank or any of its nominees, direct in writing the exercise of those voting and other rights and powers provided that:
 - (i) it shall not do so in any way that would breach any provision of the Master Murabaha Agreement or this deed or for any purpose inconsistent with the Master Murabaha Agreement or this deed; and
 - (ii) the exercise of, or failure to exercise, those voting rights or other rights and powers would not, in the Bank's opinion, have an adverse effect on the value of any of the Secured Assets or otherwise prejudice the Bank's security under this deed.
- (b) Before the security constituted by this deed becomes enforceable, the Grantors may retain and apply for their own use all dividends and other monies paid or payable in respect of the Secured Assets and, if any are paid or payable to the Bank or any of its nominees, the Bank will hold all those dividends and other monies received by it for the Grantors and will pay them to the Grantors promptly on request.
- (c) The Grantors shall indemnify the Bank against any loss or liability incurred by the Bank (or its nominee) as a consequence of the Bank (or its nominee) acting in respect of the Secured Assets at the direction of the Grantors.

- (d) The Bank shall not, by exercising or not exercising any voting rights or otherwise, be construed as permitting or agreeing to any variation or other change in the rights attaching to or conferred by any of the Secured Assets which the Bank considers prejudicial to, or impairing the value of, the security created by this deed.

7.2 Voting rights and dividends - following an Event of Default

After the security constituted by this deed has become enforceable, the Bank may at its discretion (in the name of the Grantors and without any further consent or authority from the Grantors and irrespective of any direction given by the Grantors):

- (a) exercise or refrain from exercising (or direct its nominee to exercise or refrain from exercising) all voting rights and any other powers or rights in respect of the Secured Assets, and the Grantors shall comply, or procure compliance, with any directions the Bank may give, in its absolute discretion, in respect of the exercise of those voting and other rights and powers;
- (b) apply all dividends or other monies paid or payable in respect of the Secured Assets in accordance with clause 12 and, if any such dividends or other monies are received by or on behalf of the Grantors, the Grantors shall hold all such dividends and other monies on trust for the Bank and shall immediately pay them to the Bank or as it may direct;
- (c) complete all instruments of transfer held by them in relation to the Secured Assets in favour of itself or such other person as they may select and have the Secured Assets transferred into its name or the name of its nominee or, as applicable, into an account in its own name or the name of its nominee; and
- (d) in addition to any other power created under this deed, exercise or refrain from exercising (or direct its nominee to exercise or refrain from exercising) all the powers and rights conferred on or exercisable by the legal or beneficial owner of the Secured Assets.

8 Powers of the Bank

8.1 Power to remedy

- (a) The Bank shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Grantors of any of their obligations contained in this deed.
- (b) The Grantors irrevocably authorise the Bank and its agents to do all things that are necessary or desirable for that purpose.
- (c) Any monies expended by the Bank in remedying a breach by the Grantors of their obligations contained in this deed, shall be reimbursed by the Grantors to the Bank on a full indemnity basis and shall carry a late payment charge in accordance with clause 6.7 of the Master Murabaha Agreement.

8.2 Exercise of rights

- (a) The rights of the Bank under clause 8.1 are without prejudice to any other rights of the Bank under this deed.
- (b) The exercise of any rights of the Bank under this deed shall not make the Bank liable to account as a mortgagee in possession.

8.3 No duties

The Bank shall not, in respect of any of the Secured Assets, have any duty or incur any liability for:

- (a) ascertaining or taking action in respect of any calls, instalments, conversions, exchanges, maturities, tenders or other matters relating to any Secured Assets or the nature or sufficiency of any payment whether or not the Bank has or is deemed to have knowledge of such matters; or
- (b) taking any necessary steps to preserve rights against prior parties or any other rights relating to any of the Secured Assets.

8.4 Conversion of currency

- (a) For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Bank may convert any monies received, recovered or realised by it under this deed (including the proceeds of any previous conversion under this clause 8.4) from their existing currencies of denomination into any other currencies of denomination that the Bank may think fit.
- (b) Any such conversion shall be effected at the Bank's then prevailing spot selling rate of exchange for such other currency against the existing currency.
- (c) Each reference in this clause 8.4 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

8.5 New accounts

- (a) If the Bank receives, or is deemed to have received, notice of any subsequent Security, or other interest, affecting all or part of the Secured Assets, the Bank may open a new account for the Grantors in the Bank's books. Without prejudice to the Bank's right to combine accounts, no money paid to the credit of the Grantors in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.
- (b) If the Bank does not open a new account immediately on receipt of the notice, or deemed notice, under clause 8.5(a), then, unless the Bank gives express written notice to the contrary to the Grantors, all payments made by the Grantors to the Bank shall be treated as having been credited to a new account of the Grantors and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Bank.

8.6 Indulgence

The Bank may, at its discretion, grant time or other indulgence or make any other arrangement, variation or release with any person not being a party to this deed (whether or not such person is jointly liable with the Grantors) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this deed or to the liability of the Grantors for the Secured Liabilities.

9 When security becomes enforceable

9.1 Event of Default

The security constituted by this deed shall become immediately enforceable if an Event of Default occurs.

9.2 Discretion

After the security constituted by this deed has become enforceable, the Bank may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Secured Assets.

10 Enforcement of security

10.1 Enforcement powers

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this deed.
- (b) The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable under clause 9.1.
- (c) Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by this deed.

10.2 Prior Security

At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security Interest having priority to this deed shall have become exercisable, the Bank may:

- (a) redeem that or any other prior Security Interest;
- (b) procure the transfer of that Security Interest to it; and
- (c) settle and pass any account of the holder of any prior Security Interest.

The settlement and passing of any such account passed shall, in the absence of any manifest error, be conclusive and binding on the Grantors. All monies paid by the Bank to an encumbrancer in settlement of any of those accounts shall, as from its payment by the Bank, be due from the Grantors to the Bank on current account and shall bear a late payment charge (calculated in accordance with clause 6.7 of the Master Murabaha Agreement) and be secured as part of the Secured Liabilities.

10.3 Protection of third parties

No purchaser, mortgagee or other person dealing with the Bank or Delegate shall be concerned to enquire:

- (a) whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- (b) whether any power the Bank or Delegate is purporting to exercise has become exercisable or is properly exercisable; or
- (c) how any money paid to the Bank or any Delegate is to be applied.

10.4 Privileges

The Bank is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

10.5 No liability as mortgagee in possession

Neither the Bank nor any Delegate shall be liable to account as mortgagee in possession in respect of all or any of the Secured Assets, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Secured Assets for which a mortgagee in possession might be liable as such.

10.6 Conclusive discharge to purchasers

The receipt of the Bank or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any acquisition in the exercise of their respective powers, the Bank and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

10.7 Right of appropriation

(a) To the extent that:

- (i) the Secured Assets constitute Financial Collateral; and
- (ii) this deed and the obligations of the Grantors under it constitute a Security Financial Collateral Arrangement,

the Bank shall have the right, at any time after the security constituted by this deed has become enforceable, to appropriate all or any of those Secured Assets in or towards the payment and discharge of the Secured Liabilities in any order that the Bank, in its absolute discretion, may from time to time determine.

- (b) The value of any Secured Assets appropriated in accordance with this clause 10.7 shall be determined by any method that the Bank may select, including independent valuation.
- (c) The Grantors agree that the method of valuation provided for in this clause 10.7 is commercially reasonable for the purposes of the Financial Collateral Regulations.

11 Delegation

- 11.1 The Bank may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this deed (including the power of attorney granted under clause 15.1).
- 11.2 The Bank may delegate on any terms and conditions (including the power to sub-delegate) that it thinks fit.
- 11.3 The Bank shall not be in any way liable or responsible to the Grantors for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

12 Application of proceeds

12.1 Order of application of proceeds

All monies received by the Bank or a Delegate pursuant to this deed, after the security constituted by this deed has become enforceable, shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority:

- (a) in or towards payment of or provision for all actual costs, charges and expenses incurred by or on behalf of the Bank (and any Delegate, attorney or agent appointed by it) under or in connection with this deed;
- (b) in or towards payment of or provision for the Secured Liabilities in any order and manner that the Bank determines; and
- (c) in payment of the surplus (if any) to the Grantors or other person entitled to it.

12.2 Appropriation

Neither the Bank nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or

payment first towards penalties rather than principal or otherwise in any particular order between any of the Secured Liabilities.

12.3 Suspense account

All monies received by the Bank or a Delegate under this deed:

- (a) may, at the discretion of the Bank or Delegate, be credited to any suspense or securities realised account;
- (b) shall bear profit, if any, at the rate agreed in writing between the Bank and the Grantors; and
- (c) may be held in that account for so long as the Bank or Delegate thinks fit.

13 Costs and indemnity

13.1 Costs

The Grantors shall, promptly on demand, pay to, or reimburse, the Bank, on a full indemnity basis, all actual costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Bank or any Delegate in connection with:

- (a) this deed or the Secured Assets;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Bank's or a Delegate's rights under this deed; or
- (c) taking proceedings for, or recovering, any of the Secured Liabilities,

together with a late payment charge, which shall be payable (without the need for any demand for payment being made) in accordance with clause 6.7 of the Master Murabaha Agreement.

13.2 Indemnity

The Grantors shall indemnify the Bank and each Delegate, and their respective employees and agents against all liabilities, actual costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all profit, penalties and actual legal costs (calculated on a full indemnity basis) and all other actual professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

- (a) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Secured Assets;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or
- (c) any default or delay by the Grantors in performing any of its obligations under this deed.

Any past or present employee or agent may enforce the terms of this clause 13.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

14 Further assurance

14.1 Further assurance

The Grantors shall, at their own expense, take whatever action the Bank may reasonably require for:

- (a) creating, perfecting or protecting the security intended to be created by this deed;
- (b) facilitating the realisation of any of the Secured Assets; or
- (c) facilitating the exercise of any right, power, authority or discretion exercisable by the Bank in respect of any of the Secured Assets,

including, without limitation, (if the Bank thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Secured Assets (whether to the Bank or to its nominee) and the giving of any notice, order or direction and the making of any registration.

15 Power of attorney

15.1 Appointment of attorneys

By way of security, the Grantors irrevocably appoint the Bank and every Delegate separately to be the attorney of the Grantors and, in their name, on their behalf and as its act and deed, to execute any documents and do any acts and things that:

- (a) the Grantors are required to execute and do under this deed; and/or
- (b) any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Bank or any Delegate.

15.2 Ratification of acts of attorneys

The Grantors ratify and confirm, and agree to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 15.1.

16 Release

Subject to clause 23.3, on the expiry of the Security Period (but not otherwise), the Bank shall, at the request and actual cost of the Grantors, take whatever action is necessary to release the Secured Assets from the security constituted by this deed.

17 Assignment and transfer

17.1 Assignment by Bank

- (a) At any time, without the consent of the Grantors, the Bank may assign or transfer all or any of its rights and obligations under this deed.
- (b) The Bank may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Grantors, the Secured Assets and this deed that the Bank considers appropriate.

17.2 Assignment by Chargor

The Grantors may not assign any of its rights, or transfer any of their rights or obligations, under this deed.

18 Set-off

18.1 Bank's right of set-off

The Bank may at any time set off any liability of the Grantors to the Bank against any liability of the Bank to the Grantors, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this deed. If the liabilities to be set off are expressed in different currencies, the Bank may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Bank of its rights under this clause 18 shall not limit or affect any other rights or remedies available to it under this deed or otherwise.

18.2 No obligation to set off

The Bank is not obliged to exercise its rights under clause 18.1. If, however, it does exercise those rights it must promptly notify the Grantors of the set-off that has been made.

18.3 Exclusion of Grantors' right of set-off

All payments made by the Grantors to the Bank under this deed shall be made without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

19 Amendments, waivers and consents

19.1 Amendments

No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

19.2 Waivers and consents

- (a) A waiver of any right or remedy under this deed or by law, or any consent given under this deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- (b) A failure or delay by a party to exercise any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this deed. No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this deed by the Bank shall be effective unless it is in writing.

19.3 Rights and remedies

The rights and remedies provided under this deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

20 Severance

20.1 Severance

If any provision (or part of a provision) of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision

(or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this deed.

21 Counterparts

21.1 Counterparts

This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

22 Third party rights

22.1 Third party rights

Except as expressly provided elsewhere in this deed, a person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

23 Further provisions

23.1 Independent security

This deed shall be in addition to, and independent of, any other security or guarantee that the Bank may hold for any of the Secured Liabilities at any time. No prior security held by the Bank over the whole or any part of the Secured Assets shall merge in the security created by this deed.

23.2 Continuing security

This deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Bank discharges this deed in writing.

23.3 Discharge conditional

Any release, discharge or settlement between the Grantors and the Bank shall be deemed conditional on no payment or security received by the Bank in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

- (a) the Bank or its nominee may retain this deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that the Bank deems necessary to provide the Bank with security against any such avoidance, reduction or order for refund; and
- (b) the Bank may recover the value or amount of such security or payment from the Grantors subsequently as if the release, discharge or settlement had not occurred.

23.4 Certificates

A certificate or determination by the Bank as to any amount for the time being due to it from the Grantors shall be, in the absence of any manifest error, conclusive evidence of the amount due.

23.5 Consolidation

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this deed.

24 Notices

24.1 Delivery

Each notice or other communication required to be given to a party under or in connection with this deed shall be:

- (a) in writing;
- (b) delivered by hand, by pre-paid first-class post or other next working day delivery service; and
- (c) sent to:
 - (i) the Chargor at:
3rd Floor,
Sterling House,
Langston Road,
Loughton,
Essex
IG10 3TS
Attention: Legal Director
 - (ii) C.J.O'Shea and Company Limited at:
Granard Business Centre, Bunns Lane, London NW7 2D
Attention: Honorah Finucane
 - (iii) Frogmore Capital Limited at:
11-15 Wigmore Street, London W1A 2JZ
Attention: Ann Stratton
 - (iv) A.R. & V.Investments Limited
68 Grafton Way, London W1T 5DS
Attention: Edward Azouz
 - (v) the Bank at:
QIB (UK) plc
43 Grosvenor Street
London W1K 3HL

Attention: Head of Structured Real Estate

or to any other address as is notified in writing by one party to the other from time to time.

24.2 Receipt by Grantors

Any notice or other communication that the Bank gives to the Grantors shall be deemed to have been received:

- (a) if delivered by hand, at the time it is left at the relevant address; and
- (b) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting.

A notice or other communication given as described in clause 24.2(a) or clause 24.2(b) on a day which is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

24.3 Receipt by Bank

Any notice or other communication given to the Bank shall be deemed to have been received only on actual receipt.

24.4 Service of proceedings

This clause 24 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

24.5 No notice by email

A notice or other communication given under or in connection with this deed is not valid if sent by email.

25 Governing law and jurisdiction

25.1 Governing law

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

25.2 Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Bank to take proceedings against the Grantors in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

25.3 Other service

The Grantors irrevocably consent to any process in any legal action or proceedings under clause 25.2 being served on them in accordance with the provisions of this deed relating to service of notices. Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTION PAGE

Chargor

EXECUTED as a DEED by
GALLIARD HOLDINGS LIMITED
acting by two Directors

)
)
)
.....
Director DocuSigned by:
BD4E4507533P48C...
.....
Director DocuSigned by:
169165AB5555431...

Beneficial Owners

EXECUTED as a DEED by
C.J. O'SHEA AND COMPANY LIMITED
acting by two Directors

)
)
)
.....
Director DocuSigned by:
236B1265CD8C438...
.....
Director DocuSigned by:
CF47F064E33848B...

EXECUTED as a DEED by
FROGMORE CAPITAL LIMITED
acting by _____

)
)
)
.....
Director DocuSigned by:
1T929172014841C...

In the presence of:

Name: Jackie Dennis

Signature: DocuSigned by:
F2D48E6DC48C479...

Address: 6 Bronte Close

Totton

Southampton SO40 8SR

Occupation: PA

EXECUTED as a DEED by
A.R. & V. INVESTMENTS LIMITED
acting by two Directors

)
)
)

Director

Director

DocuSigned by:

5B57422AP96842P

DocuSigned by:

9DAF8D9F862873

Bank

EXECUTED as a DEED by)
QIB (UK) PLC)
acting by two authorised)
signatories duly authorised for and
on its behalf in the presence of a
witness

.....

Authorised signatory 1

Witness name:

Witness signature:

Witness address:.....

.....

.....

.....

Authorised signatory 2

Witness name:

Witness signature:

Witness address:.....

.....

.....