Companies House

MR01 (ef)

Registration of a Charge

Company name: **QUAYSIDE DEVELOPMENTS (DEVON) LIMITED**

Company number: **05206257**

Received for Electronic Filing: **06/11/2020**

X9H7W430

Details of Charge

Date of creation: **03/11/2020**

Charge code: **0520 6257 0002**

Persons entitled: **OAKNORTH BANK PLC (AS SECURITY TRUSTEE)**

Brief description: **THE LEASEHOLD/FREEHOLD PROPERTY FILED AT HM LAND REGISTRY: (I) WITH TITLE NUMBER DN 694847 AND BEING KNOWN AS THE BOATYARD, EMBANKMENT ROAD, KINGSBRIDGE, DEVON, TQ7 1JZ, EXCLUDING: (A) THE LAND TRANSFERRED BY WAY OF THE TRANSFER DATED 16 MARCH 2020 AS MADE BETWEEN (1) QUAYSIDE DEVELOPMENTS (DEVON) LIMITED AND (2) PETER JOHN MOULE; AND (B) THE LAND TRANSFERRED BY WAY OF THE TRANSFER DATED 15 OCTOBER 2020 AS MADE BETWEEN (1) QUAYSIDE DEVELOPMENTS (DEVON) LIMITED AND (2) PETER JOHN MOULE; AND (II) TRANSFERRED OUT OF TITLE DN527306 BY WAY OF THE TRANSFER DATED 15 OCTOBER 2020 AS MADE BETWEEN (1) PETER JOHN MOULE AND (2) QUAYSIDE DEVELOPMENTS (DEVON) LIMITED (KNOWN AS THE AMENITY LAND).**

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: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **MIKE TOMLIN**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5206257

Charge code: 0520 6257 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd November 2020 and created by QUAYSIDE DEVELOPMENTS (DEVON) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th November 2020 .

Given at Companies House, Cardiff on 9th November 2020

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

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3 November 2020

QUAYSIDE DEVELOPMENTS (DEVON) LIMITED

as chargor

and

OAKNORTH BANK plc

as security trustee

CBILS DEBENTURE

I certify that this is a true copy of the original.

M.J.Ta C

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THIS DEED is made on 3 November 2020

BETWEEN:

(1) **QUAYSIDE DEVELOPMENTS (DEVON) LIMITED**, a company incorporated in England and Wales with registered number 05206257 and registered office at Granta Lodge, 71 Graham Road, Malvern WR14 2JS (the "**Chargor**"); and

(2) **OAKNORTH BANK plc** as security trustee for each of the Finance Parties (the "**Security Trustee**").

IT IS AGREED as follows:

1. DEFINITIONS, CONSTRUCTION AND THIRD PARTY RIGHTS

1.1 Definitions

Terms defined in the CBILS Offer Letter shall, unless otherwise defined in this Deed or unless a contrary intention appears, bear the same meaning when used in this Deed and the following terms shall have the following meanings:

"**Account Proceeds**" means all amounts (including interest) from time to time standing to the credit of any bank or other account of the Chargor with any bank, building society, financial institution or other person (including the Accounts) and the debts represented thereby.

"**Administrator**" means a person appointed under Schedule B1 to the Insolvency Act 1986 to manage the Chargor's affairs, business and property.

"**CBILS Offer Letter**" means the loan offer letter to the Chargor as Borrower from OakNorth Bank plc as Agent, Arranger, Lender and Security Trustee consisting of the particulars and the conditions dated on or about the date of this Deed.

"**Charged Assets**" means the assets mortgaged, charged or assigned pursuant to Clauses 3 (*Security*) and 4.1 (*Creation of Floating Charge*) of this Deed.

"**Debts**" means all of the Chargor's present and future book and other debts, revenues and monetary claims, whether actual or contingent, and whether originally owing to the Chargor or purchased or acquired by it, and all things in action which may give rise to any debt, revenue or monetary claim and the benefit of any related Security, guarantee or other rights of any nature relating thereto and any proceeds of any of the above.

"**Delegate**" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee.

"**EU Regulation**" means the Council of the European Union Regulation 1346/2000/EC on insolvency proceedings (the EU Regulation).

"**Event of Default**" means:

(a) an Event of Default as defined in the CBILS Offer Letter; and

(b) an Event of Default as defined in the Existing Facility.

"**Existing Facility**" has the meaning given to that term in the CBILS Offer Letter.

"**Finance Document**" means:

(a) the Finance Documents as defined in the CBILS Offer Letter; or

(b) the Finance Documents as defined in the Existing Facility.

"**Finance Party**" means has the meaning given to that term in the CBILS Offer Letter.

"**Insurance Policies**" means all present and future contracts or policies of insurance (including life policies) in which the Chargor has an interest or in which it may from time to time have an interest (whether solely, jointly, as loss payee or otherwise).

"**Insurance Proceeds**" means all monies from time to time payable to the Chargor under or pursuant to the Insurance Policies, including (without limitation) the refund of any premiums.

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"Investments" means any stocks, shares, debentures, bonds, warrants or other securities, whether held directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf; and all Related Property Rights (including all rights against any trustee, fiduciary or clearance system).

"LPA" means the Law of Property Act 1925.

"Obligor" has the meaning given to that term in the CBILS Offer Letter.

"Real Property" means:

(a) all of the freehold and/or leasehold property of the Chargor specified in Schedule 1 (Real Property);

(b) all of the freehold and leasehold property or immovable property of the Chargor situate in England and Wales (other than the property referred to in paragraph (a);

(c) any buildings, fixtures (including trade fixtures), fittings, fixed plant or machinery from time to time on or forming part of the property referred to in paragraphs (a) and (b); and

(d) the Related Property Rights.

"Receiver" means any person appointed by the Security Trustee to be a receiver or receiver and manager or administrative receiver of any property subject to the security created by this Deed.

"Related Property Rights" means, where used in relation to a particular property, asset (or class of assets) or right, the following:

(a) the proceeds of sale and/or other realisation of that property, asset (or class of assets) or right (or any part thereof or interest therein);

(b) all security, options, agreements, rights, easements, benefits, indemnities, guarantees, warranties or covenants for title in respect of such property, asset (or class of assets) or right; and

(c) all rights under any lease, licence or agreement for lease, sale or use in respect of such property or asset.

"Rights" means any Security or other right or benefit whether arising by set-off, counterclaim, subrogation, indemnity, proof in liquidation or otherwise and whether from contribution or otherwise.

"Secured Liabilities" means all monies, obligations and liabilities covenanted to be paid or discharged pursuant to Clause 2 (*Covenants to Pay*).

"Secured Party" means a Finance Party, a Receiver or any Delegate.

"Security Period" means the period from the date of this Deed until the date on which all of the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full.

1.2 **Construction and Third Party Rights**

1.2.1 The provisions of clause 1.3 (*Construction*) of the Conditions shall apply to this Deed as if they were set out in this Deed.

1.2.2 Unless a contrary intention appears, words defined in the Companies Act 2006 have the same meanings in this Deed.

1.2.3 No term of this Deed is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed (other than a Secured Party who is not a party to this Deed).

1.3 **Implied Covenants for Title**

The obligations of the Chargor under this Deed shall be in addition to the covenants for title deemed to be included in this Deed by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

1.4 **Effect as a Deed**

This Deed is intended to take effect as a deed notwithstanding that the Security Trustee may have executed it under hand only.

1.5 **Law of Property (Miscellaneous Provisions) Act 1989**

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To the extent necessary for any agreement for the disposition of the Charged Assets in this Deed to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Deed are incorporated into this Deed.

1.6 **Security Trust Provisions**

The Security Trustee holds the benefit of this Deed on trust for the Finance Parties in accordance with clause 24 (*Role of the Agent and the Security Trustee*) of the Conditions.

2. **COVENANTS TO PAY**

2.1 **Covenant to Pay Secured Liabilities**

The Chargor covenants that it shall on demand pay to the Security Trustee all monies and discharge all obligations and liabilities now or hereafter due, owing or incurred by it or any other Obligor to any Secured Party in any manner and in any currency or currencies in each case when the same become due for payment or discharge whether by acceleration or otherwise, and whether such monies, obligations or liabilities are express or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to a Secured Party or purchased (whether by assignment or otherwise) or acquired in any other way by it; denominated in sterling or any other currency; or incurred on any current or other banking account or in any other manner whatsoever.

2.2 **Potential Invalidity**

Neither the covenant to pay in Clause 2.1 (*Covenant to Pay Secured Liabilities*) nor the security created by this Deed shall extend to or include any liability or sum which would, but for this Clause 2.2, cause such covenant, obligation or security to be unlawful under any applicable law.

3. **SECURITY**

3.1 **Creation of Fixed Security**

The Chargor charges to the Security Trustee by way of fixed charge (which so far as relates to freehold or leasehold property in England and Wales vested in the Chargor at the date of this Deed shall be a charge by way of legal mortgage) with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of the Chargor's rights to and title and interest from time to time in any and each of the following:

3.1.1 the Real Property;

3.1.2 all plant, machinery, vehicles, computers, office and other equipment and chattels (excluding stock-in-trade or work in progress) and all Related Property Rights;

3.1.3 (to the extent that the same are not the subject of a fixed charge under Clause 3.1.4) all Debts;

3.1.4 all Account Proceeds;

3.1.5 all Investments;

3.1.6 all of its intellectual property rights;

3.1.7 all goodwill and uncalled capital;

3.1.8 any building contract, consultant appointment and collateral warranty in respect of the development of any Real Property; and

3.1.9 (to the extent not effectively assigned under Clause 3.2 (*Assignments*)), the assets (including present and future properties, contracts, revenues and rights of every description) which are specified in Clause 3.2 (*Assignments*).

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3.2 **Assignments**

The Chargor assigns to the Security Trustee with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities all of the Chargor's rights to and title and interest from time to time in any and each of the following:

3.2.1 the Insurance Policies and the Insurance Proceeds;

3.2.2 any hedging arrangements;

3.2.3 all income received or receivable from the Property;

3.2.4 any guarantee of income received or receivable from the Property contained in or relating to any occupational lease or agreement for lease; and

3.2.5 all other agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting the Chargor in respect of the Real Property,

and all Related Property Rights in respect of the above.

3.3 **Preservation of Fixed Charge**

Without prejudice to Clause 3.1.3 (*Creation of Fixed Security*) and Clause 3.2 (*Assignments*), if, pursuant to clause 16 (*Bank Accounts*) of the Conditions, the Chargor is entitled to withdraw the proceeds of any book and other debts standing to the credit of an Account and, as a result, those proceeds are in any way released from the fixed charge created pursuant to Clauses 3.1.4 (*Creation of Fixed Security*) and 3.2 (*Assignments*), the release will in no way derogate from the subsistence and continuance of the fixed charge on all other outstanding book and other debts of the Chargor and the proceeds of those debts.

4. **FLOATING CHARGE**

4.1 **Creation of Floating Charge**

4.1.1 The Chargor charges to the Security Trustee by way of first floating charge with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of the Chargor's rights to and title and interest from time to time in the whole of its property, assets, rights and revenues whatsoever and wheresoever, present and future, other than any property, assets, rights and revenues validly and effectively charged or assigned (whether at law or in equity) pursuant to Clauses 3.1 (*Creation of Fixed Security*) or 3.2 (*Assignments*).

4.1.2 The floating charge hereby created is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

4.1.3 Without prejudice to Clause 4.1.2, the Security Trustee reserves its rights to appoint an administrative receiver on and following an Event of Default in accordance with sections 72 B to H (inclusive) of the Insolvency Act 1986.

4.2 **Automatic Crystallisation of Floating Charge**

Notwithstanding anything express or implied in this Deed, and without prejudice to any law which may have similar effect, if:

4.2.1 the Chargor creates or attempts to create any Security over all or any of the Charged Assets save as expressly permitted under the terms of the CBILS Offer Letter or the Existing Facility; or

4.2.2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Assets and is not discharged within five days; or

4.2.3 a resolution is passed or an order is made for the winding up, dissolution, administration or other reorganisation of the Chargor; or

4.2.4 an Administrator is appointed or any step intended to result in such appointment is taken,

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then the floating charge created by Clause 4.1 (*Creation of Floating Charge*) will automatically (without notice) be converted into a fixed charge as regards all of the assets subject to the floating charge.

4.3 **Crystallisation on Notice of Floating Charge**

Notwithstanding anything express or implied in this Deed, the Security Trustee may at any time:

4.3.1 following the occurrence of an Event of Default; or

4.3.2 if the Security Trustee considers in good faith that any of the Charged Assets are in danger of being seized or sold as a result of any legal process, are otherwise in jeopardy or the Security Trustee believes that steps are being taken or have been taken which are likely or intended to lead to the appointment of an Administrator or the presentation of a petition for the winding-up of the Chargor,

by giving notice in writing to that effect to the Chargor convert the floating charge created by Clause 4.1 (*Creation of Floating Charge*) into a fixed charge as regards any assets specified in such notice. The conversion shall take effect immediately upon the giving of the notice.

5. **FURTHER ASSURANCE**

5.1 The Chargor must promptly upon request by the Security Trustee execute (in such form as the Security Trustee may require) such documents (including assignments, transfers, mortgages, charges, notices and instructions) in favour of the Security Trustee or its nominees and do all such assurances and things as the Security Trustee may require for:

5.1.1 perfecting and/or protecting (by registration or in any other way) the security created or intended to be created by this Deed;

5.1.2 conferring upon the Security Trustee such security as it may require over the assets of the Chargor outside of England and Wales which if in England or Wales would form part of or be intended to form part of the Charged Assets;

5.1.3 facilitating, at any time on or after the occurrence of an Event of Default, the realisation of all or any part of the assets of the Chargor; and

5.1.4 exercising all powers, authorities and discretions conferred on the Security Trustee or any Receiver pursuant to this Deed or by law.

5.2 The Chargor shall, at any time, promptly upon request, execute over all or any of the Charged Assets, a charge by way of legal mortgage or legal sub-mortgage or legal assignment, as the case may be, in favour of the Security Trustee in such form as the Security Trustee shall reasonably require.

5.3 The Chargor shall take all such action as may be available to it for the purpose of creating, perfecting or maintaining the security created or intended to be created pursuant to this Deed including the obtaining of any necessary consent (in form and content satisfactory to the Security Trustee) to enable its assets to be mortgaged, charged or assigned pursuant to this Deed. Immediately upon obtaining any necessary consent the asset concerned shall become subject to the security created by this Deed. The Chargor shall promptly deliver a copy of each such consent to the Security Trustee.

6. **GENERAL UNDERTAKINGS WITH RESPECT TO CHARGED ASSETS**

6.1 The Chargor undertakes to the Security Trustee with respect to the Charged Assets that:

6.1.1 **Negative Pledge**

it shall not, except as expressly permitted by the CBILS Offer Letter or the Existing Facility, create or attempt to create or permit to subsist or arise any Security on, over or affecting the Charged Assets or any part of them;

6.1.2 **Disposals**

it shall not dispose of the Charged Assets or any part of them or agree to do so except in the case of disposals which are expressly permitted by the CBILS Offer Letter or the Existing Facility and for these purposes 'dispose' shall include any form of disposal including any transfer, declaration of

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trust, assignment, sale, novation or the creation of any other form of legal or equitable interest in or over any of the Charged Assets;

6.1.3 **Subsequent Charges**

subject to Clause 6.1.1 (*Negative Pledge*), it shall procure that any Security created by the Chargor after the date of this Deed (otherwise than in favour of the Security Trustee) shall be expressed to be subject to this Deed; and

6.1.4 **Deposit of Title Documents**

it shall deposit with the Security Trustee or its nominee all deeds and documents of title relating to the Charged Assets provided that:

(A) in the case of deeds or documents of title relating to Real Property, it shall ensure that such deeds and documents of title are held either by the Security Trustee or to the order of the Security Trustee by a firm of solicitors approved by the Security Trustee for that purpose; and

(B) it shall not be required to deposit any stock or share certificates relating to the investments to the extent that the relevant documents have been deposited with a clearance system, settlement system or custodian acceptable to the Security Trustee.

6.1.5 **Centre of Main Interests**

It shall not change the location of its centre of main interests (as that term is used in Article 3(1) of the EU Regulation) for the purposes of the EU Regulation or maintain an "establishment" within the meaning of Article 2(10) of the EU Regulation in any jurisdiction other than England and Wales.

6.2 **Notices of Charge and/or Assignment**[1]

6.2.1 The Chargor shall forthwith give notice to any bank or financial institution where any Account is held in the form set out in Part A1 of Schedule 2 (*Notices*) and procure that each such bank or financial institution acknowledges such notice to the Security Trustee in the form set out in Part A2 of Schedule 2 (*Notices*).

6.2.2 The Chargor shall forthwith give notice to each counterparty to a Hedging Arrangement in the form set out in Part B1 of Schedule 2 (*Notices*) and procure that each such counterparty acknowledges such notice to the Security Trustee in the form set out in Part B2 of Schedule 2 (*Notices*).

6.2.3 The Chargor shall deliver to the Security Trustee and serve on any debtor or other person as required by the Security Trustee:

(A) notices of assignment in respect of any of the other assets assigned pursuant to this Deed (including any of the contracts referred to in Clause 3.2 (*Assignments*)) and shall procure that each notice is acknowledged by any debtor specified by the Security Trustee; and

(B) notices of charge in respect of any of the assets charged pursuant to this Deed and shall procure that each notice is acknowledged by any debtor specified by the Security Trustee.

6.2.4 The notices of charge and/or assignment and/or acknowledgement referred to in Clause 6.2.3 shall be in a form substantially similar to those contained in Schedule 2 (*Notices*) or such other form as the Security Trustee may require.

[1] Check what notices were delivered on existing deal and serve in same form.

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6.2.5 The Chargor shall forthwith give notice to any insurer of the Real Property in the form set out in Part D1 of Schedule (*Notices*) and procure that each such insurer acknowledges such notice to the Security Trustee in the form set out in Part D2 of Schedule 2 (*Notices*).

6.3 The Chargor shall, if requested by the Security Trustee, execute all such documents and do all such acts as the Security Trustee may reasonably require to record the interests of the Security Trustee in any registers relating to registered intellectual property rights.

7. REAL PROPERTY UNDERTAKINGS

7.1 Statutory Power of Leasing

In relation to Real Property, the Chargor agrees that, unless it has the prior written consent of the Security Trustee (or the same is otherwise expressly permitted in accordance with the CBILS Offer Letter or the Existing Facility), it shall not exercise the statutory power of leasing and/or accepting surrenders of leases conferred on mortgagors and further agrees that the Security Trustee may grant or accept surrenders of leases without restriction.

7.2 Registration and Notifications

The Chargor shall:

7.2.1 without prejudice to clause 20.4 (*Disposals*) of the Conditions, immediately notify the Security Trustee of any contract, conveyance, transfer or other disposition for the acquisition by the Chargor of the legal or beneficial interest in any Real Property; and

7.2.2 make an application to the Chief Land Registrar on Form RX1 for the registration against the registered titles (if any) specified in Schedule 1 (*Real Property*) (and any unregistered properties subject to compulsory first registration at the date of this Deed and any other Real Property from time to time including a registered title) of the following restriction:

"*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 [date] in favour of OakNorth Bank plc referred to in the charges register.*"

8. UNDERTAKINGS AS TO CHARGE OVER BOOK AND OTHER DEBTS

During the Security Period, the Chargor undertakes with reference to the Debts:

8.1 to collect the Debts in the ordinary course of its business and (following the occurrence of an Event of Default and if applicable, prior to the payment specified in Clause 0) to hold the proceeds of those Debts on trust for the Security Trustee; and

8.2 following the occurrence of an Event of Default to pay as the Security Trustee may direct all monies which the Chargor may receive in respect of the Debts;

9. REPRESENTATIONS

The Chargor represents and warrants to the Security Trustee, on the date of this Deed and on each date during the Security Period by reference to the facts and circumstances then existing that:

9.1 it is a private limited company, duly incorporated and validly existing under the law of its jurisdiction of incorporation;

9.2 it has the power to own its assets and carry on its business as it is being conducted;

9.3 the entry into and performance by it of, and the transactions contemplated by, this Deed and the granting of the security created by this Deed do not and will not conflict with: any law or regulation applicable to it; its constitutional documents; or 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

9.4 the Charged Assets are legally and beneficially owned by the Chargor free of any security other than security created by or expressly permitted by this Deed or the CBILS Offer Letter or the Existing Facility;

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9.5 this Deed creates the security which it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise;

9.6 this Deed is its legal, valid and binding obligation and, subject to the general principles of law limiting its obligations, is enforceable in accordance with its terms;

9.7 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;

9.8 all authorisations required or desirable to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed and to make this Deed admissible in evidence in its jurisdiction of incorporation have been obtained or effected and are in full force and effect;

9.9 except as disclosed in the Property Report, it has a good and marketable title to the Real Property and it is the legal and beneficial owner of the Real Property free from any security (other than that created or permitted by this Deed or the CBILS Offer Letter or the Existing Facility), restrictions or onerous covenants;

9.10 except as disclosed in the Property Report, no breach of any law, regulation or covenant is outstanding which adversely affects or might reasonably be expected to adversely affect the value, saleability or use of the Real Property;

9.11 except as disclosed in the Property Report, there is no covenant, agreement, stipulation, reservation, condition, interest, right, easement or other matter whatsoever adversely affecting the Real Property;

9.12 nothing has arisen or has been created or is outstanding which would be an overriding interest, or an unregistered interest which overrides first registration or a registered disposition, over the Real Property;

9.13 except as disclosed in the Property Report, all facilities necessary for the enjoyment and use of the Real Property (including those necessary for the carrying on of its business at the Real Property) are enjoyed by the Real Property and none of those facilities are enjoyed on terms:

9.13.1 entitling any person to terminate or curtail the use of the Real Property; or

9.13.2 which conflict with or restrict the use of the Real Property;

9.14 it has not received any notice of any adverse claim by any person in respect of the ownership of the Real Property or any interest in it which might reasonably be expected to be determined in favour of that person, nor has any acknowledgement been given to any such person in respect of the Real Property;

9.15 except as disclosed in the Property Report, the Real Property is held by it free from any lease or licence (other than those entered into in accordance with this Deed);

9.16 the Investments are fully paid and are not subject to any option to purchase or similar right; and

9.17 for the purposes of the EU Regulation, its centre of main interests (as that expression is used in Article 3(1) of the EU Regulation, is situated in England and Wales and it has no other "establishment" (as that term is used in Article 2(h) of the EU Regulation) in any other jurisdiction.

10. RIGHTS OF THE SECURITY TRUSTEE

10.1 Enforcement

At any time on or after the occurrence of an Event of Default, the security created pursuant to this Deed shall be immediately enforceable and the Security Trustee may in its absolute discretion and without notice to the Chargor or the prior authorisation of any court:

10.1.1 enforce all or any part of the security created by this Deed and take possession of or dispose of all or any of the Charged Assets in each case at such times and upon such terms as it sees fit; and

10.1.2 whether or not it has appointed a Receiver, exercise all of the powers, authorities and discretions:

(A) conferred from time to time on mortgagees by the LPA (as varied or extended by this Deed) or by law; and

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(B) granted to a Receiver by this Deed or from time to time by law.

10.2 **Restrictions on Consolidation of Mortgages**

Section 93 of the LPA shall not apply to this Deed or to any sale made under it. The Security Trustee shall have the right to consolidate all or any of the security created by or pursuant to this Deed with any other security in existence at any time. Such power may be exercised by the Security Trustee at any time on or after the occurrence of an Event of Default. The Chargor hereby consents to the Security Trustee making an application to the Chief Land Registrar on Form CC for registration against the registered titles (if any) specified in Schedule 1 (*Real Property*) (and any unregistered properties subject to compulsory first registration at the date of this Deed and any other Real Property from time to time including a registered title) of the right to consolidate.

10.3 **Restrictions on Exercise of Power of Sale**

Section 103 of the LPA shall not apply to this Deed and the power of sale arising under the LPA shall arise on the date of this Deed (and the Secured Liabilities shall be deemed to have become due and payable for that purpose). The power of sale and other powers conferred by section 101 of the LPA as varied or extended by this Deed and those powers conferred (expressly or by reference) on a Receiver shall be immediately exercisable by the Security Trustee at any time on or after the occurrence of an Event of Default.

10.4 **Leasing Powers**

The restrictions contained in sections 99 to 100 of the LPA shall not apply to restrict the rights of the Security Trustee or any Receiver under this Deed. The statutory powers of leasing may be exercised by the Security Trustee upon and following the occurrence of an Event of Default and the Security Trustee and any Receiver may make any lease or agreement for lease and/or accept any surrenders of leases and/or grant options on such terms as it sees fit without the need to comply with the aforementioned restrictions.

10.5 **No Prior Notice Needed**

The powers of the Security Trustee set out in Clauses 10.2 (*Restrictions on Consolidation of Mortgages*) to 10.4 (*Leasing Powers*) may be exercised by the Security Trustee without prior notice to the Chargor.

10.6 **Right of Appropriation**

10.6.1 Without prejudice to the other provisions of this Deed, to the extent that any of the Charged Assets constitute "financial collateral", and this Deed and the obligations of the Chargor hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003/3226) (the "**Regulations**")), the Security Trustee shall at any time on and after the occurrence of an Event of Default have the right to appropriate all or any part of those Charged Assets in or towards discharge of the Secured Liabilities. For this purpose, the parties agree that the value of any such Charged Assets so appropriated shall be the market price of such Charged Assets at the time the right of appropriation is exercised as determined by the Security Trustee by reference to such method or source of valuation as the Security Trustee may select, including by independent valuation. The parties agree that the methods or sources of valuation provided for in this Clause, or selected by the Security Trustee in accordance with this Clause shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

10.6.2 The Security Trustee shall notify the Chargor as soon as reasonably practicable of the exercise of its right of appropriation as regards such of the Charged Assets as are specified in such notice.

11. **EXONERATION**

11.1 **Exoneration**

No Secured Party or Receiver shall, by reason of it entering into possession of the Charged Assets, be liable to account as mortgagee in possession or be liable for any loss or realisation or for any default or omission for which a mortgagee in possession might be liable; but every Receiver duly appointed by the Security Trustee under this Deed shall for all purposes be deemed to be in the same position as a receiver duly appointed by a mortgagee under the LPA save to the extent that the provisions of that Act are varied by or are inconsistent with the provisions of this Deed when the provisions of this Deed shall prevail and every such Receiver and the Security Trustee shall in any event be entitled to all the rights, powers, privileges and immunities conferred by the LPA on mortgagees and receivers duly appointed under the LPA.

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11.2 **Indemnity**

The Security Trustee and every Receiver, attorney, delegate, manager, agent or other person appointed by the Security Trustee hereunder shall be entitled to be indemnified out of the Charged Assets or any part thereof in respect of all liabilities and expenses incurred by it or him in the execution of any of the powers, authorities or discretions vested in it or him pursuant to this Deed and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Assets or any part of them. The Security Trustee and any such Receiver may retain and pay all sums in respect of which it is indemnified out of any monies received by it under the powers conferred by this Deed.

12. **APPOINTMENT OF RECEIVER OR ADMINISTRATOR**

12.1 **Appointment**

12.1.1 At any time on or after the occurrence of an Event of Default, or at the request of the Chargor or its directors, the Security Trustee may, without prior notice to the Chargor, in writing (under seal, by deed or otherwise under hand) appoint:

(A) a Receiver in respect of the Charged Assets or any part thereof and may in like manner from time to time (and insofar as it is lawfully able to do) remove any Receiver and appoint another in his stead; or

(B) one or more persons to be an Administrator in accordance with paragraph 14 of Schedule B1 to the Insolvency Act 1986.

12.1.2 Nothing in Clause 12.1.1 shall restrict the exercise by the Security Trustee of any one or more of the rights of the Security Trustee under Schedule B1 to the Insolvency Act 1986 and the rules thereunder or at common law.

12.2 **More than one Receiver**

Where more than one Receiver is appointed, each joint Receiver shall have the power to act severally, independently of any other joint Receiver, except to the extent that the Security Trustee may specify to the contrary in the appointment.

12.3 **Receiver as agent**

A Receiver shall be the agent of the Chargor which shall be solely responsible for his acts or defaults and for his remuneration. No Receiver shall at any time act as agent of any Secured Party.

12.4 **Receiver's Remuneration**

A Receiver shall be entitled to remuneration for his services at a rate to be determined by the Security Trustee from time to time (and without being limited to any maximum rate specified by any statute or statutory instrument).

12.5 **Actions of the Administrator**

Save as provided for in statute or as otherwise agreed in writing by that Secured Party, no Secured Party shall have any liability for the acts or omissions of an Administrator.

13. **RECEIVER'S POWERS**

13.1 **Powers**

A Receiver shall have (and be entitled to exercise) in relation to the Charged Assets over which he is appointed the following powers (as the same may be varied or extended by the provisions of this Deed):

13.1.1 all of the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);

13.1.2 all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA;

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13.1.3 all the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which the Chargor itself could do or omit to do; and

13.1.4 the power to do all things which, in the opinion of the Receiver, are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Receiver pursuant to this Deed or upon receivers by statute or law generally (including the bringing or defending of proceedings in the name of, or on behalf of, the Chargor; the collection and/or realisation of Charged Assets in such manner and on such terms as the Receiver sees fit; and the execution of documents in the name of the Chargor (whether under hand, or by way of deed or by utilisation of the seal of the Chargor).

13.2 **Powers may be Restricted**

The powers granted to a Receiver pursuant to this Deed may be restricted by the instrument (signed by the Security Trustee) appointing him but they shall not be restricted by any winding-up or dissolution of the Chargor.

14. **PROTECTION OF PURCHASERS**

14.1 **Absence of Enquiry**

No person or persons dealing with the Security Trustee or any Receiver shall be concerned to enquire whether any event has happened upon which any of the powers in this Deed are or may be exercisable or otherwise as to the propriety or regularity of any exercise of such powers or of any act purporting or intended to be an exercise of such powers or whether any amount remains secured by this Deed. All the protections to purchasers and persons dealing with receivers contained in sections 104, 107 and 109(4) of the LPA shall apply to any person purchasing from or dealing with the Security Trustee or any such Receiver.

14.2 **Receipt: Conclusive Discharge**

The receipt of the Security Trustee or any Receiver shall be a conclusive discharge to any purchaser of the Charged Assets.

15. **POWER OF ATTORNEY AND DELEGATION**

15.1 **Power of Attorney: General**

The Chargor hereby irrevocably and by way of security appoints the Security Trustee and any Receiver severally to be its attorney in its name and on its behalf and as its act and deed:

15.1.1 to execute and deliver any documents or instruments which the Security Trustee or such Receiver may require for perfecting the title of the Security Trustee to the Charged Assets or for vesting the same in the Security Trustee, its nominee or any purchaser;

15.1.2 to sign, execute, seal and deliver and otherwise perfect any further security document which the Chargor is required to enter into pursuant to this Deed; and

15.1.3 otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Security Trustee or any Receiver under this Deed or which the Chargor is required to do pursuant to this Deed or which may be deemed expedient by the Security Trustee or a Receiver in connection with any preservation, disposition, realisation or getting in by the Security Trustee or such Receiver of the Charged Assets or in connection with any other exercise of any other power under this Deed,

provided that the power of attorney granted in this Clause 15.1 shall only be exercisable: (a) if a Default is continuing; or (b) following a failure by the Chargor to comply with its obligations under this Deed.

15.2 **Power of Attorney: Ratification**

The Chargor ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney mentioned in this Clause 15 (*Power of Attorney and Delegation*) does or purports to do in exercise of the powers granted by this Clause.

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15.3 **General Delegation**

The Security Trustee and any Receiver shall have full power to delegate the powers, authorities and discretions conferred on it or him by this Deed (including the power of attorney) on such terms and conditions as it or he shall see fit which shall not preclude exercise of those powers, authorities or discretions by it or him or any revocation of the delegation or any subsequent delegation.

16. **APPLICATION OF MONIES RECEIVED UNDER THIS DEED**

Any monies received under the powers hereby conferred shall, subject to the repayment of any claims having priority to this Deed and to any applicable statutory requirement as to (i) the payment of preferential debts or (ii) the payment of unsecured creditors in accordance with section 176A of the Insolvency Act 1986, be applied for the following purposes and in the following order of priority:

16.1 in satisfaction of all costs, charges, expenses, payments and liabilities (including payments made in accordance with paragraphs (i), (ii) and (iii) of section 109(8) of the LPA) made or incurred by the Security Trustee or the Receiver and of remuneration to the Receiver in such order as the Security Trustee shall in its absolute discretion decide; and

16.2 in or towards satisfaction of the Secured Liabilities which shall be applied in such order as the Security Trustee shall in its absolute discretion decide; and

16.3 the surplus, if any, shall be paid to the Chargor or other person or persons entitled to it,

save that the Security Trustee may credit any monies received under this Deed to a suspense account for so long and in such manner as the Security Trustee may from time to time determine and the Receiver may retain the same for such period as he and the Security Trustee consider appropriate.

17. **RELEASE OF SECURITY**

17.1 **Release**

At the end of the Security Period, the Security Trustee shall, at the request and cost of the Chargor, execute (or procure the execution by its nominee) (in each case in a form acceptable to the Security Trustee) and do all such deeds, acts and things as are necessary to release and/or reassign the Charged Assets from the security created by or in accordance with this Deed.

17.2 **Avoidance of Payments**

17.2.1 No amount paid, repaid or credited to a Secured Party shall be deemed to have been irrevocably paid if the Security Trustee considers that the payment or credit of such amount is capable of being avoided or reduced because of any laws applicable on bankruptcy, insolvency, liquidation or any similar laws.

17.2.2 If any amount paid, repaid or credited to a Secured Party is avoided or reduced because of any laws applicable on bankruptcy, insolvency, liquidation or any similar laws then any release, discharge or settlement between that Secured Party and the Chargor shall be deemed not to have occurred and the Security Trustee shall be entitled to enforce this Deed subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

18. **AMOUNTS PAYABLE**

All monies received or held by a Secured Party or a Receiver under this Deed in a currency other than the currency in which the Secured Liabilities are denominated may from time to time be sold for such one or more of the currencies in which the Secured Liabilities are denominated. The Chargor shall indemnify each Secured Party against the full cost (including all costs, charges and expenses) incurred in relation to such sale. No Secured Party or any Receiver shall have any liability to the Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such sale.

19. **POWER OF SEVERANCE**

In the exercise of the powers conferred by this Deed, the Security Trustee or any Receiver may sever and sell plant, machinery or other fixtures separately from the property to which they may be annexed and the Security Trustee or any Receiver may apportion any rent or other amount without the consent of the Chargor.

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20. NEW ACCOUNTS

If a Secured Party receives notice of any subsequent charge or other interest affecting any part of the Charged Assets (the date of receipt of such notice being the "**Notice Date**") it may, without prejudice to its rights under this Deed, open a fresh account or accounts with the Chargor and continue any existing account in the name of the Chargor and may appropriate to any such fresh account any monies paid in, received or realised for the credit of the Chargor after that time without being under any obligation to apply the same or any part of them in discharge of any of the Secured Liabilities. If a Secured Party fails to open a fresh account it will be deemed to have done so and any monies received or realised after the Notice Date will not reduce the Secured Liabilities outstanding on the Notice Date.

21. MISCELLANEOUS

21.1 The Chargor

This Deed is binding on the successors and assigns of the Chargor.

21.2 Assignment and Transfer

21.2.1 The Chargor may not assign any of its rights or transfer any of its rights or obligations under this Deed.

21.2.2 The Security Trustee may assign and transfer all or any part of its rights and obligations under this Deed to a replacement Security Trustee appointed pursuant to the terms of the CBILS Offer Letter. Such replacement Security Trustee will, from the date of such assignment or transfer, be the Security Trustee for the Finance Parties under this Deed instead of the previous Security Trustee.

21.3 Property

This Deed is and will remain the property of the Security Trustee.

21.4 Continuing Security

This Deed shall be a continuing security and shall not be discharged by any intermediate payment or satisfaction of the whole or any part of the Secured Liabilities.

21.5 Additional Security

This Deed shall be in addition to and not be affected by any other security or guarantee now or hereafter held by a Secured Party for all or any part of the Secured Liabilities nor shall any such other security or guarantee of liability to a Secured Party of or by any person not a party to this Deed be in any way impaired or discharged by this Deed nor shall this Deed in any way impair or discharge such other security or guarantee.

21.6 Variation of Security

This Deed shall not in any way be affected or prejudiced by a Secured Party at any time dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any security or guarantee referred to in Clause 21.5 (*Additional Security*) or any rights which a Secured Party may at any time have or giving time for payment or granting any indulgence or compounding with any person whatsoever.

21.7 Enforcement of Other Security

No Secured Party shall be obliged to enforce any other Security it may hold for the Secured Liabilities before enforcing any of its rights under this Deed.

21.8 Redemption of Prior Incumbrances

The Security Trustee may redeem or take a transfer of any prior Security over the Charged Assets and may agree the accounts of prior incumbrancers. An agreed account shall be conclusive and binding on the Chargor. Any amount paid in connection with such redemption or transfer (including expenses) shall be paid on demand by the Chargor to the Security Trustee and until such payment shall form part of the Secured Liabilities.

21.9 Further advances

21.9.1 Each Lender must perform its obligations under the CBILS Offer Letter or the Existing Facility (including any obligation to make available further advances).

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21.9.2 The Chargor hereby consents to the Security Trustee making an application to the Chief Land Registrar on Form CH2 for the registration against the registered titles (if any) specified in Schedule 1 (*Real Property*) (and any unregistered properties subject to compulsory first registration at the date of this Deed and any other Real Property from time to time including a registered title) of the obligation to make further advances.

21.10 **No Discharge**

The Chargor's liability under this Deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or otherwise adversely affected by:

21.10.1 any intermediate payment, settlement of account or discharge in whole or in part of the Secured Liabilities;

21.10.2 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which any Finance Party may now or after the date of this Deed have from or against any Transaction Obligor or any other person in connection with the Secured Liabilities;

21.10.3 any act or omission by any Finance Party or any other person in taking up, perfecting or enforcing any Security, indemnity, or guarantee from or against any Transaction Obligor or any other person;

21.10.4 any termination, amendment, variation, novation, replacement or supplement of or to any of the Secured Liabilities;

21.10.5 any grant of time, indulgence, waiver or concession to any Transaction Obligor or any other person;

21.10.6 any insolvency, bankruptcy, liquidation, administration, winding up, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of any Transaction Obligor or any other person;

21.10.7 any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or Security held from, any Transaction Obligor or any other person in connection with the Secured Liabilities;

21.10.8 any claim or enforcement of payment from any Transaction Obligor or any other person; or

21.10.9 any other act or omission which would not have discharged or affected the liability of the Chargor had it been a principal debtor or anything done or omitted by any person which, but for this provision, might operate to exonerate or discharge the Chargor or otherwise reduce or extinguish its liability under this Deed.

21.11 **Non-Competition**

The Chargor warrants to the Security Trustee that it has not taken or received, and shall not take, exercise or receive the benefit of any Rights from or against any Transaction Obligor, its liquidator, an administrator, co-guarantor or any other person in connection with any liability of, or payment by, the Chargor under this Deed or any Finance Document but:

21.11.1 if any of the Rights is taken, exercised or received by the Chargor, those Rights and all monies at any time received or held in respect of those Rights shall be held by the Chargor on trust for the

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Security Trustee for application in or towards the discharge of the Secured Liabilities under this Deed; and

21.11.2 on demand by the Security Trustee, the Chargor shall promptly transfer, assign or pay to the Security Trustee all other Rights and all monies from time to time held on trust by the Chargor under this Clause 21.11.

21.12 **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 the Deed.

22. **GOVERNING LAW**

This Deed and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

23. **JURISDICTION**

23.1 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 or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").

23.2 The Chargor agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly the Chargor will not argue to the contrary.

23.3 This Clause 23 is for the benefit of the Security Trustee only. As a result, the Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions.

IN WITNESS whereof this Deed has been duly executed and delivered as a deed on the date first above written.

DocuSign Envelope ID: 37F3F161-02A9-4A51-A9B9-19C39F5F68E8

SCHEDULE 1 - REAL PROPERTY

The leasehold/freehold property filed at HM Land Registry:

(i) with title number DN694847 and being known as The Boatyard, Embankment Road, Kingsbridge, Devon TQ7 1JZ, excluding:

- the land transferred by way of the transfer dated 16 March 2020 as made between (1) Quayside Developments (Devon) Limited and (2) Peter John Moule; and
- the land transferred by way of the transfer dated 15 October 2020 as made between (1) Quayside Developments (Devon) Limited and (2) Peter John Moule; and

and

(ii) transferred out of title DN527306 by way of the transfer dated 15 October 2020 as made between (1) Peter John Moule and (2) Quayside Developments (Devon) Limited (known as the amenity land),

(the "**Property**").

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SCHEDULE 2 - NOTICES

PART A1 - NOTICE TO ACCOUNT BANK

[On the letterhead of the Chargor]

To: [Account Bank]

[Date]

Dear Sirs,

Debenture dated [ ] between the Chargor

and the Security Trustee (the "Debenture")

We hereby give you notice that under the Debenture we have charged (by way of a first fixed charge) in favour of [OakNorth Bank plc] (the "**Security Trustee**") all our rights in respect of any amount standing to the credit of any account maintained by us with you (the "**Accounts**").

We irrevocably instruct and authorise you to:

(a) disclose to the Security Trustee any information relating to any Account requested from you by the Security Trustee;

(b) comply with the terms of any written notice or instruction relating to any Account received by you from the Security Trustee;

(c) pay or release any sum standing to the credit of any Account in accordance with the written instructions of the Security Trustee; and

(d) not to permit any amount to be withdrawn from the Account if the Security Trustee notifies you that a Default is outstanding under the CBILS Offer Letter or the Existing Facility (as defined in the Debenture)).

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 Security Trustee.

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 Security Trustee at [*insert address*], Attention: [ ] with a copy to us.

Yours faithfully,

.....

(Authorised signatory)

[*the Chargor*]

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PART A2 - ACKNOWLEDGEMENT OF ACCOUNT BANK

[On the letterhead of the Account Bank]

To: [the Security Trustee]

Attention: [ ]

Copy: [the Chargor]

[Date]

Dear Sirs,

Debenture dated [ ] between the Chargor and the Security Trustee (the "Debenture")

We confirm receipt from [*name of the Chargor*] (the "**Chargor**") of a notice dated [ ] of a charge upon the terms of the Debenture over all the rights of the Chargor to any amount standing to the credit of any of the Chargor 's accounts with us (the "**Accounts**").

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 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 not permit any amount to be withdrawn from any Account without your prior written consent if you notify us that a Default is outstanding under the CBILS Offer Letter or the Existing Facility (as defined in the Debenture)).

The Accounts maintained with us are:

[Account: [*Sort Code [ ], Account No. [ ]*]]

We confirm that the above are the Chargor's only accounts with us.

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

Yours faithfully,

.....

(Authorised signatory)

[Account Bank]

DocuSign Envelope ID: 37F3F161-02A9-4A51-A9B9-19C39F5F68E8

PART B1 - NOTICE TO COUNTERPARTY TO A HEDGING ARRANGEMENT

[on the letterhead of the Chargor]

To: [Counterparty]

[Date]

Dear Sirs

Debenture dated [ ] between the Chargor

and the Security Trustee (the "Debenture")

This letter constitutes notice to you that under the Debenture we assigned (by way of security) to [OakNorth Bank plc] (the **"Security Trustee"**) all our rights under any hedging arrangements between you and us (the **"Hedging Arrangements"**).

We irrevocably instruct and authorise you to:

(a) disclose to the Security Trustee without any reference to or further authority from us and without any inquiry by you as to the justification for the disclosure, any information relating to the Hedging Arrangements which the Security Trustee may request from you; and

(b) pay any sum payable by you under the Hedging Arrangements to our account at [ ], Sort Code [ ], Account No. [ ] (the **"Account"**).

We will also remain entitled to exercise all our rights, powers and discretions under the Hedging Arrangements, and you should continue to give notices under the Hedging Arrangements to us, unless and until you receive notice from the Security Trustee to the contrary stating that an Event of Default is continuing under the CBILS Offer Letter or the Existing Facility (as defined in the Debenture). In this event, all the rights, powers and discretions will be exercisable by, and notices given to the Security Trustee or as it directs.

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 enclosed acknowledgement to the Security Trustee with a copy to us.

Yours faithfully,

.....

(Authorised signatory)

[*the Chargor*]

DocuSign Envelope ID: 37F3F161-02A9-4A51-A9B9-19C39F5F68E8

PART B2 - ACKNOWLEDGEMENT OF COUNTERPARTY TO A HEDGING ARRANGEMENT

To: [the Security Trustee]

Attention: [ ]

Copy: [the Chargor]

[Date]

Dear Sirs,

Debenture dated [ ] between the Chargor

and the Security Trustee (the "Debenture")

We confirm receipt from [*name of the Chargor*] (the " **Chargor**") of a notice dated [ ] (the **"Notice"**) of an assignment upon the terms of the Debenture of all the Chargor's rights under the Hedging Arrangements (as defined in the Notice).

We confirm that we:

(a) have not received notice of the interest of any third party in the Hedging Arrangements;

(b) must pay any amount payable by us under the Hedging Arrangements to the Chargor's account at [ ], Sort Code [ ], Account No. [ ], (the "**Account**");

(c) must accept your instructions in relation to the Chargor's rights under the Hedging Arrangements following a confirmation that an Event of Default is continuing under the CBILS Offer Letter or Existing Facility (as defined in the Debenture); and

(d) will not agree to any amendment, waiver or variation of the terms of the Hedging Arrangements without your prior written consent.

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

Yours faithfully,

.....

(Authorised signatory)

[ ]

DocuSign Envelope ID: 37F3F161-02A9-4A51-A9B9-19C39F5F68E8

PART D1 - NOTICE TO INSURER

[On the letterhead of the Chargor]

To: [Insurer]

[Date]

Dear Sirs,

Debenture dated [ ] between the Chargor and the Security Trustee (the "Debenture")

We hereby give you notice that under the Debenture we assigned to [OakNorth Bank plc] (the "**Security Trustee**") all our rights to and title and interest from time to time in, to and under insurance policy number[s] [•] effected by us or whomsoever in relation to [*insert property address and details*] (including all moneys payable thereunder, proceeds of all claims, awards and judgments) and all other insurances entered into supplemental to or in replacement of such policy[ies] of insurance (the "**Policy[ies]**").

We irrevocably instruct and authorise you to pay all payments in excess of £[ ] under or arising under the Policy[ies] to the account called [Chargor – Account], at [Bank], account number [•] sort code [•], except to the extent that such sums are required by the basis of settlement under any Policy or under any lease agreement covered by such Policy to be applied in replacing, restoring or reinstating the relevant property, and also excluding any monies received under any liability Policy which are required to satisfy any of our established liabilities. It is very important that you make all immediate arrangements for all such sums payable by you under the Policy[ies] to be paid to this account.

Please note that:

1. all remedies provided for under the Policy[ies] or available at law or in equity are exercisable by the Security Trustee;
2. all rights to compel performance of the Policy[ies] are exercisable by the Security Trustee; and
3. all rights, interests and benefits whatsoever accruing to or for our benefit arising under the Policy[ies] belong to the Security Trustee.

We will remain liable to perform all our obligations under the Policy[ies] and the Security Trustee is under no obligation of any kind whatsoever under the Policy[ies] nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Policy[ies].

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

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 signing the attached acknowledgement and returning it to the Security Trustee at [ ], Attention [ ].

Yours faithfully,

.....

(Authorised signatory)

[*the Chargor*]

DocuSign Envelope ID: 37F3F161-02A9-4A51-A9B9-19C39F5F68E8

PART D2 - ACKNOWLEDGEMENT OF INSURER

To: [Security Trustee]

Attention: [ ]

[Date]

Dear Sirs,

Debenture dated [ ] between the Chargor and the Security Trustee (the "Debenture")

We confirm receipt from [*name of Chargor*] (the "**Chargor**") of a notice dated [•] of an assignment upon the terms of the Debenture to [OakNorth Bank plc] (the "**Security Trustee**") of the Chargor's right, interests and benefit in, to and under the Policy[ies] (as specified in that notice) to which we are a party.

We confirm that we have not received notice of any other assignment or charge of or over any of the rights, title and interests specified in such notice and will make all payments in excess of £[ ] in accordance with the terms of the notice to the account specified in that notice excluding for the avoidance of doubt such sums as are required by the basis of settlement under any Policy or under any lease agreement covered by such Policy to be applied in replacing, restoring or reinstating the relevant property, and also excluding any monies received under any liability Policy which are required to satisfy any of the Chargor's established liabilities.

We further confirm that:

1. no amendment, waiver or release of any such rights, interests and benefits will be effective without the prior written consent of the Security Trustee;
2. no termination of such rights, interests or benefits will be effective unless we have given the Security Trustee at least 30 days' written notice of the proposed termination and specifying the action necessary to avoid such termination;
3. the Chargor will remain liable to perform all of its obligations under the Policy[ies] and the Security Trustee is under no obligation of any kind whatsoever under the Policy[ies] nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the Policy[ies]; and
4. as the Security Trustee is named as composite insured, no breach or default on the part of the Chargor of any of the terms of such Policy[ies] will be deemed to have occurred unless we have given notice of such breach to the Security Trustee specifying how to make good such breach.

We unconditionally and irrevocably waive all rights of set-off, lien, counter-claim and other similar rights (however described) which we may have now or in the future to the extent that such rights relate to amounts owed to us by the Chargor (and the proceeds thereof) and we will send you copies of all statements, orders and notices given by us relating to such debt.

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

Yours faithfully,

.....

(Authorised signatory)

[Insurer]

The Chargor

EXECUTED AS A DEED by)
QUAYSIDE DEVELOPMENTS (DEVON))
LIMITED)
)
acting by) Director
)
) Director/Secretary

The Security Trustee

SIGNED by)
)
)
for and on behalf of)
OAKNORTH BANK plc)

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The Chargor

EXECUTED AS A DEED by	)	
QUAYSIDE DEVELOPMENTS (DEVON)	)	
LIMITED	)	
	)	.....
acting by	)	Director
	)	
	)	.....
		Director/Secretary

The Security Trustee

SIGNED by	)	
Vishal Shah	)	DocuSigned by:
	)	Vishal Shah
for and on behalf of	)	EBF221B066B04F7...
OAKNORTH BANK plc	)	

The Chargor

EXECUTED AS A DEED by)
QUAYSIDE DEVELOPMENTS (DEVON))
LIMITED)
)
acting by) Director
)
) Director/Secretary

The Security Trustee

SIGNED by)
)
)
for and on behalf of)
OAKNORTH BANK plc)