

MR01

Particulars of a charge

100030 / 23



Companies House



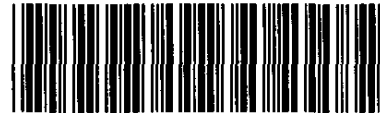
Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with
Please see 'How to pay'

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

☒ **What this form is NOT for**
You may not use this form to
register a charge where
instrument. Use form M

TUESDAY



A11 *A8C9MFTE* #139
20/08/2019
COMPANIES HOUSE

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



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

1

Company details

Company number 0 6 7 5 8 2 1 5

Company name in full RASPBERRY PI FOUNDATION

For official use

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

All fields are mandatory unless
specified or indicated by *

2

Charge creation date

Charge creation date d 1 d 3 m 0 m 8 y 2 y 0 y 1 y 9

3

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

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

Name Barclays Bank UK PLC

Name

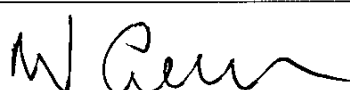
Name

Name

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

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

MR01
Particulars of a charge

4	Brief description <i>Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.</i>	<i>Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".</i> <i>Please limit the description to the available space.</i>
Brief description	None.	
5	Other charge or fixed security Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
7	Negative Pledge Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge. <input type="checkbox"/>	1 This statement may be filed after the registration of the charge (use form MR06).
9	Signature Please sign the form here. Signature X  X This form must be signed by a person with an interest in the charge.	

MR01

Particulars of a charge



Presenter information

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

Contact name	Arunkumar
Company name	Barclays Bank UK PLC
Address	Aurora Building
120 Bothwell	
Post town	
County/Region	Glasgow
Postcode	G 2 7 J T
Country	
DX	
Telephone	



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

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



Where to send

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

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

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

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



Further information

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

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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6758215

Charge code: 0675 8215 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th August 2019 and created by RASPBERRY PI FOUNDATION was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th August 2019.

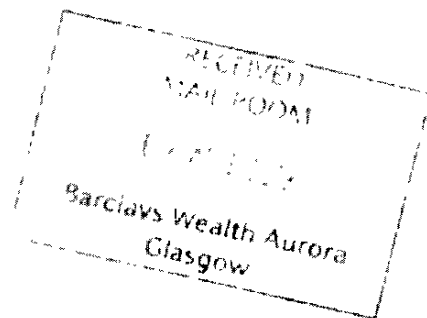
P

Given at Companies House, Cardiff on 28th August 2019



Companies House





Wealth
Management

Portfolio Finance

Client Security Agreement
(Individuals and Companies)

www.barclays.co.uk/wealth



I CERTIFY THAT THIS IS A TRUE
COPY OF THE ORIGINAL

SIGNED 

NAME JOHN CRICHTON

DATE 19/8/19

I CERTIFY THAT THIS IS A TRUE
COPY OF THE ORIGINAL

SIGNED



NAME

JOHN SCAITON

Portfolio Security Agreement dated the 19th day of August 1981
Secured Obligations regardless of any amounts you have
actually paid to us

- (b) If we consider that an amount paid to us is available or being set as or under law, then we may treat such amount as having not been paid and the Portfolio Security and your liability under this Client Security Agreement will continue in respect of that amount.

1. Promise to Pay

- (a) In support of the Security created by this Client Security Agreement, and as an independent obligation, you agree to pay or discharge promptly when we ask you all of the Secured Obligations when, and in the manner, they are due.
- (b) You acknowledge that the amount secured by this Client Security Agreement is the full amount of the Secured Obligations.

2. Creation of Security

2.1 Mortgage

You mortgage in our favour any shares forming part of the Investments on the date of this Client Security Agreement.

2.2 Fixed charges

You charge in our favour by way of first fixed charge all your rights in

- (a) the Investments (to the extent they have not been mortgaged under paragraph 2.1 (Mortgage));
- (b) the Accounts; and
- (c) the Third Party Deposits.

2.3 Floating charge

If you are not an individual, you charge in our favour by way of first floating charge the Security Assets, to the extent not mortgaged under paragraph 2.1 (Mortgage) or charged under paragraph 2.2 (Fixed charges).

3. Conversion of Floating Charge

3.1 Conversion by notice

We may immediately convert the floating charge created under paragraph 2.3 (Floating charge) into a fixed charge in relation to any Security Assets if

- (a) an Enforcement Event has occurred; or
- (b) we consider any Security Asset subject to such floating charge to be in jeopardy; or
- (c) we consider that such conversion is desirable in order to protect the value of the Security Assets or the priority of the Portfolio Security.

If we have done this we will inform you in writing.

3.2 Automatic conversion

The floating charge created under paragraph 2.3 (Floating charge) will automatically and immediately be converted into a fixed charge over all of the Security Assets not already subject to an effective fixed charge.

- (a) if you take any step to create any Security in breach of paragraph 6 (Restriction on dealings) over any of the Security Assets subject to such floating charge; or
- (b) if any person attempts to take control of any of the Security Assets subject to such floating charge; or
- (c) on the occurrence of an Event of Default or a demand for repayment.

3.3 Reconversion to floating charge

We may reconvert any floating charge which has crystallised into a fixed charge back into a floating charge. We will inform you in writing whenever we have done this.

4. Release

If you have paid or discharged all of the Secured Obligations and you ask us to, we will release our rights in the Security Assets. We may charge you for the reasonable costs we incur in doing this. Please note that the release of our rights to the Security Assets will reduce the Security Value and may result in a Close Out Letter or us not being able to let you use the Banking Facilities. This release is not effective in the circumstances described in paragraph 5(b) (Provisions relating to the Portfolio Security) or if an Event of Default has occurred and is continuing.

5. Provisions Relating to the Portfolio Security

- (a) The Portfolio Security
- (i) is created in our favour;
- (ii) is created over your present and future assets; and
- (iii) is a continuing Security for the payment or discharge of all of the Secured Obligations. This means that the

6. Restriction on dealings

You may not:

- (a) create any Security (other than the Portfolio Security or any other Security created in favour of us or our Affiliates) on any of the Security Assets or allow any Security to continue; or
- (b) dispose in any way of or any part of your rights to the Security Assets,
- unless we allow you to do so.

7. Representations

7.1 Representations

You represent to us as follows:

- (a) Investments
- (i) The Investments which you intend to create Security over are duly authorised, validly issued and fully paid.
- (ii) You have not nominated any person to enjoy or exercise any right relating to the Investments.
- (b) Security Assets
- (i) You are the absolute owner of the assets you intend to create Security over under this Client Security Agreement. This does not apply to any Investments registered in the name of your nominee or in our or our Affiliate's name (or that of our or our Affiliate's nominee).
- (ii) You have not created Security over any of the assets you intend to create Security over under this Client Security Agreement (unless such Security is created in favour of us or our Affiliates) and you have not disposed of those assets.

7.2 Times for making representations

The representations set out in paragraph 7.1 (Representations)

- (a) are made by you on the date of this Client Security Agreement; and
- (b) you are deemed to repeat them on each date prior to the Final Discharge Date on which you use a Banking Facility, in each case by reference to the circumstances existing at that time.

8. Accounts

8.1 Exercise of rights

- (a) Following the occurrence of an enforcement Event, you are not entitled to transfer any asset from any Account unless we allow you to do so in writing.
- (b) We may transfer or set off any or all money or any other asset or right in any Account in or towards payment or other satisfaction of all or part of the Secured Obligations. We may also instruct any Affiliate or Agent, including the Custodian, to do any of those things. We do not have to give you notice in advance if we do this, but we will try to do so if the circumstances allow.

9. Investments

9.1 Voting Power

- (a) Unless we tell you otherwise, you may continue to exercise voting rights in respect of your Investments. If the Investments have been registered in our or our Affiliate's name (or that of our or our Affiliate's nominee), we or our Affiliate (or our or our Affiliate's nominee) will exercise the voting rights in accordance with your written instructions.
- (b) You must not exercise any of your voting rights in respect of your Investments (or direct us (or our nominee) to exercise such voting rights) in any manner which could reasonably be expected to adversely affect our interests.

Explanation of some legal terms used in this Client Security Agreement

This Client Security Agreement contains a number of legal terms. It is important that we use these terms because they have a special meaning under the law. However, we explain below the meaning of those terms.

mortgage means that you transfer ownership of property to us to secure your obligation to pay us money. If you fail to pay us, we can sell your property. Once you repay that money, we will transfer the property back to you.

charge means that you give us rights in property to secure your obligation to pay us money. Once you repay that money, we will release our rights to the property. These rights give us the right to sell your property if you fail to pay us. A charge may be a **fixed charge** or a **floating charge**. If a charge is a fixed charge, you have no right to deal with the property without our consent. If a charge is a floating charge, you have the right to deal with the property until we give you notice, or the floating charge automatically becomes a fixed charge.

pledge means we take possession of your property to secure your obligation to pay us money. We will keep the property until you repay that money.

lien means we are entitled to retain possession of property that we hold for you to secure your obligation to pay us money. We will only release the property when you repay that money.

receiver means a person who we may appoint to enforce the Security under this Client Security Agreement on our behalf.

power of attorney means that you appoint us as your representative to do certain things. Our actions as attorney for you will be binding on you. Under this Agreement, you appoint us as your attorney to do things which you would otherwise be required to do under this Client Security Agreement.

insolvency means you are unable to pay your debts as they fall due.

I CERTIFY THAT THIS IS A TRUE
COPY OF THE ORIGINAL

SIGNED W. Quinn
NAME JOHN CRICHTON
DATE 19/8/19

I CERTIFY THAT THIS IS A TRUE
COPY OF THE ORIGINAL

SIGNED

NAME

Portfolio Security Agreement to the effect of the Secured Obligations regardless of any amounts you have actually paid to us

- DATE 19/8/19
- (b) If we consider that amount paid to us is available for being set as or under law, then we may treat such amount as having not been paid and the Portfolio Security and your liability under this Client Security Agreement will continue in respect of that amount.

1. Promise to Pay

- (a) In support of the Security created by this Client Security Agreement, and as an independent obligation, you agree to pay or discharge promptly when we ask you all of the Secured Obligations when, and in the manner, they are due.
- (b) You acknowledge that the amount secured by this Client Security Agreement is the full amount of the Secured Obligations.

2. Creation of Security

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2.2 Fixed charges

You charge in our favour by way of first fixed charge all your rights in

- (a) the Investments (to the extent they have not been mortgaged under paragraph 2.1 (Mortgage));
- (b) the Accounts; and
- (c) the Third Party Deposits.

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If you are not an individual, you charge in our favour by way of first floating charge the Security Assets, to the extent not mortgaged under paragraph 2.1 (Mortgage) or charged under paragraph 2.2 (Fixed charges).

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3.1 Conversion by notice

We may immediately convert the floating charge created under paragraph 2.3 (Floating charge) into a fixed charge in relation to any Security Assets if

- (a) an Enforcement Event has occurred; or
- (b) we consider any Security Asset subject to such floating charge to be in jeopardy; or
- (c) we consider that such conversion is desirable in order to protect the value of the Security Assets or the priority of the Portfolio Security.

If we have done this, we will inform you in writing.

3.2 Automatic conversion

The floating charge created under paragraph 2.3 (Floating charge) will automatically and immediately be converted into a fixed charge over all of the Security Assets not already subject to an effective fixed charge.

- (a) if you take any step to create any Security in breach of paragraph 6 (Restriction on dealings) over any of the Security Assets subject to such floating charge; or
- (b) if any person attempts to take control of any of the Security Assets subject to such floating charge; or
- (c) on the occurrence of an Event of Default or a demand for repayment.

3.3 Reconversion to floating charge

We may reconvert any floating charge which has crystallised into a fixed charge back into a floating charge. We will inform you in writing whenever we have done this.

4. Release

If you have paid or discharged all of the Secured Obligations and you ask us to, we will release our rights in the Security Assets. We may charge you for the reasonable costs we incur in doing this. Please note that the release of our rights to the Security Assets will reduce the Security Value and may result in a Close Out Letter or us not being able to let you use the Banking Facilities. This release is not effective in the circumstances described in paragraph 5(b) (Provisions relating to the Portfolio Security) or if an Event of Default has occurred and is continuing.

5. Provisions Relating to the Portfolio Security

- (a) The Portfolio Security
- (i) is created in our favour;
- (ii) is created over your present and future assets; and
- (iii) is a continuing Security for the payment or discharge of all of the Secured Obligations. This means that the

6. Restriction on dealings

You may not:

- (a) create any Security (other than the Portfolio Security or any other Security created in favour of us or our Affiliates) on any of the Security Assets or allow any Security to continue; or
- (b) dispose in any way all or any part of your rights to the Security Assets,
- unless we allow you to do so.

7. Representations

7.1 Representations

You represent to us as follows:

- (a) Investments
- (i) The Investments which you intend to create Security over are duly authorised, validly issued and fully paid.
- (ii) You have not nominated any person to enjoy or exercise any right relating to the Investments.
- (b) Security Assets
- (i) You are the absolute owner of the assets you intend to create Security over under this Client Security Agreement. This does not apply to any Investments registered in the name of your nominee or in our or our Affiliate's name (or that of our or our Affiliate's nominee).
- (ii) You have not created Security over any of the assets you intend to create Security over under this Client Security Agreement (unless such Security is created in favour of us or our Affiliates) and you have not disposed of those assets.

7.2 Times for making representations

The representations set out in paragraph 7.1 (Representations)

- (a) are made by you on the date of this Client Security Agreement; and
- (b) you are deemed to repeat them on each date prior to the Final Discharge Date on which you use a Banking Facility, in each case by reference to the circumstances existing at that time.

8. Accounts

8.1 Exercise of rights

- (a) Following the occurrence of an enforcement event, you are not entitled to transfer any asset from any Account unless we allow you to do so in writing.
- (b) We may transfer or set off any or all money or any other asset or right in any Account in or towards payment or other satisfaction of all or part of the Secured Obligations. We may also instruct any Affiliate or Agent, including the Custodian, to do any of those things. We do not have to give you notice in advance if we do this, but we will try to do so if the circumstances allow.

9. Investments

9.1 Voting Power

- (a) Unless we tell you otherwise, you may continue to exercise voting rights in respect of your Investments. If the Investments have been registered in our or our Affiliate's name (or that of our or our Affiliate's nominee), we or our Affiliate (or our or our Affiliate's nominee) will exercise the voting rights in accordance with your written instructions.
- (b) You must not exercise any of your voting rights in respect of your Investments (or direct us (or our nominee) to exercise such voting rights) in any manner which could reasonably be expected to adversely affect our interests.

I CERTIFY THAT THIS IS A TRUE
COPY OF THE ORIGINAL

SIGNED

NAME

JOHN CRICHTON

(ii) whether any power which we or a Receiver may purport to exercise has become exercisable or is being properly exercised

DATE

19/8/19

(iii) whether any amount remains due under the Secured Obligations, or

(iv) how any money paid to us or to a Receiver is to be applied

(b) If we or a Receiver receive any moneys from any person such receipt will be a good discharge of that person's obligations. They do not need to be concerned with how we or a Receiver apply the moneys.

10.5 Right of appropriation

The Financial Collateral Arrangements (No. 2) Regulations 2003 (FCARs) apply to Security given by companies over certain financial instruments. Where the FCARs apply to Security, legal rules on the taking, registration and enforcement of Security do not apply. The FCARs also give Security takers rights in addition to those they would otherwise have under law.

If you are a company, and to the extent that any of the Security Assets constitute "financial collateral" and this Client Security Agreement and your obligations under it constitute a "security financial collateral arrangement" (in each case, as defined in the FCARs), we or an Affiliate or Agent on our behalf have the right to take without notice to you (on one or more occasions) all or any part of such financial collateral to settle the Secured Obligations. Because we are transferring these assets to ourselves, an Affiliate or an Agent, it is important that there is a transparent method for their valuation. For this purpose, the value of the financial collateral taken by us will be:

- (a) in the case of cash, the amount standing to the credit of each Account or Third Party Deposit together with any accrued interest at the time we exercise our rights; and
- (b) in the case of the Investments, the market price of such Investments as determined by us in a commercially reasonable manner (which may include reference to a public index or independent valuation).

11. Receiver

11.1 Appointment of Receivers

- (a) We may without notice to you appoint one or more persons to be a Receiver:
 - (i) if requested by you; or
 - (ii) upon the occurrence of an Enforcement Event.
- (b) If we appoint more than one person as Receiver, we may give those persons power to act together or separately.

11.2 Removal of Receivers

We may remove any Receiver and appoint a new Receiver.

11.3 Agent of Chargor

Any Receiver will be your agent. This means you are responsible for its actions. We will not incur any liability for a Receiver's actions.

11.4 Remuneration

We will determine the remuneration of any Receiver. We will not be subject to any maximum rate imposed by any law (including under the Law of Property Act 1925).

11.5 Powers of Receivers

Any Receiver appointed by us will have the rights, powers and discretions conferred on Receivers by the Law of Property Act 1925.

12. Delegation of Rights

- (a) We or any Receiver may delegate any right under this Client Security Agreement to any person, on such terms as we or they think fit.
- (b) Neither we nor any Receiver will be in any way liable to you for any loss or liability arising from any act or omission on the part of any delegate.
- (c) References in this Client Security Agreement to us or a Receiver include references to any delegate under this paragraph.

- (c) After we have enforced our Security in relation to any Investment, we, or our Affiliate or an Agent may exercise any voting rights in any way we think fit, without any further consent from you. Where necessary, you appoint us as your proxy in order for us to exercise any voting rights.
- (d) Until we give you notice that we have enforced our Security over any Investment, you agree that we do not have voting power for the purposes of section 435(10) of the Insolvency Act 1986 in respect of any Investment. That provision provides that a person may be associated with a company for the purposes of the Insolvency Act 1986 if it has voting power in relation to the company. As you may exercise voting rights in relation to an Investment until we enforce our Security, you have voting power in respect of the Investments until such time.

9.2 Other Undertakings

- (a) Prior to the occurrence of an Enforcement Event, you may receive and retain all income paid in relation to the Investments.
- (b) You must not nominate any person, other than us or our Affiliate (or our or our Affiliate's nominee), to enjoy or exercise any right relating to any of the Investments.
- (c) You will pay when due all payments that may be or become due in respect of any of the Investments. If you fail to pay such amounts, we or our Affiliate may make such payment on your behalf. If we or our Affiliate make such a payment, you must refund us or such Affiliate (together with interest at the rate applicable to a Banking Facility for the period from and including the date incurred up to and excluding the date refunded) when we ask you.

10. Enforcement of Portfolio Security

10.1 Timing and manner of enforcement

- (a) We may enforce the Portfolio Security:
 - (i) upon the occurrence of an Enforcement Event; or
 - (ii) if you ask us to exercise any of our powers under this Client Security Agreement; or
 - (iii) on the appointment of a Receiver.
- (b) Upon enforcement, we may in our absolute discretion enforce all or any part of the Portfolio Security in any manner we see fit.
- (c) We will not be liable to you for any loss arising from the way in which we enforce the Portfolio Security.

10.2 General

- (a) As a person with Security over your assets, we have certain rights by law to deal with your property, including to sell it if you default. These rights are set out in more detail in the Law of Property Act 1925, and include the right to sell your property on your default, insure your property and to appoint a receiver. We have these powers from the date of this Client Security Agreement, and, in order to qualify for these powers, the Secured Obligations will be deemed to be due and payable from the date of this Client Security Agreement.
- (b) We are excluding the rules in Section 83 of the Law of Property Act 1925. These rules contain restrictions on our power to sell your assets following your default. We are excluding these restrictions because it is common for persons taking Security to do so and because they are impractical and prevent us acting quickly to protect our position following your default.

10.3 Contingencies

If we enforce the Portfolio Security at a time when there are no Secured Obligations which are payable but at a time when amounts may be payable in the future, we (or a Receiver) may pay the proceeds of enforcement into suspense accounts.

10.4 Protection of third parties

- (a) If we deal with third parties in enforcing the Portfolio Security, those persons do not need to enquire:
 - (i) whether the Secured Obligations have become payable;

I CERTIFY THAT THIS IS A TRUE
COPY OF THE ORIGINAL

SIGNED

NAME

JOHN CRICHTON

DATE

19/8/19

13. Preservation of Security

13.1 Reinstatement

- (a) If any payment by you or any release by us is avoided or reduced as a result of insolvency or any similar event
- (i) your liability and the relevant Security will continue as if the payment or release had not occurred, and
 - (ii) we will be entitled to recover the value or amount of that Security or payment from you, as if the payment or release had not occurred
- (b) We may settle any claim that any payment or Security can be avoided.

13.2 Waiver of defences

None of your obligations under this Client Security Agreement will be affected by anything which would otherwise reduce, release prejudice or provide a defence to any of those obligations. Your obligations are absolute until paid or discharged in accordance with this Client Security Agreement.

13.3 Immediate recourse

You waive any right you may have of requiring us to enforce our rights against any person before enforcing against you. This waiver applies irrespective of any law or any provision of the Portfolio Finance Agreement to the contrary.

13.4 Appropriations

On and after the occurrence of an Enforcement Event and until you have satisfied all your obligations we may:

- (a) refrain from enforcing any rights we have against you other than under this Client Security Agreement, and
- (b) hold any moneys received from you under this Client Security Agreement in an interest-bearing suspense account.

13.5 Additional security/non-merger

The Portfolio Security is in addition to and will not be affected by any other Security held by us or on our behalf in respect of any amount due by you to us.

13.6 New accounts and ruling off

- (a) If you grant further Security in relation to a Security Asset we may open a new Account in your name. If we do not actually open a new account in such circumstances we will be deemed to have done so.
- (b) No moneys paid into any account (whether new or continuing) after the occurrence of any circumstances referred to in paragraph (a) will reduce or discharge the Secured Obligations.

14. Further Assurances You Give Us

You must, at your own expense, take whatever action we or a Receiver may require for:

- (a) creating, perfecting or protecting the Portfolio Security;
- (b) realising any Security Asset;
- (c) creating and perfecting Security in our favour over your assets located outside England and Wales; and/or
- (d) exercising any of our rights or any rights of a Receiver in respect of any Security Asset.

15. Power of Attorney

15.1 Appointment

- (a) As security for your obligations under this Client Security Agreement, you permanently appoint us and each Receiver separately as your attorney:
 - (i) prior to the occurrence of an Enforcement Event, to do anything which you are obliged to do under this Client Security Agreement but have not done;
 - (ii) on and after the occurrence of an Enforcement Event, to do anything which you are obliged to do under this Client Security Agreement; and
 - (iii) to exercise any of the rights we or any Receiver have in relation to the Security Assets.
- (b) We may appoint a different attorney in our place and may exercise our rights as attorney in the manner we think fit.
- (c) If you are a company, the power of attorney contained in paragraph (a) will continue after our exercise of any right under paragraph 10.5 (Right of appropriation).

15.2 Ratification

You ratify and will ratify all acts of an attorney appointed under this Client Security Agreement.

16. Application of Proceeds of Enforcement

We may apply any money we receive under this Client Security Agreement to discharge the Secured Obligations in the manner we see fit.

Receivers have the same discretion, and will not be subject to any restriction on this discretion imposed by a law (including under the Law of Property Act 1925).

17. Expenses and Other Amounts You May Owe Us

You must reimburse us and any person appointed by us under this Client Security Agreement, for all costs and expenses (including value added tax or other similar tax) properly incurred by such person in connection with exercising rights under this Client Security Agreement or any documents required under this Client Security Agreement. Any such person who is not a party to this Client Security Agreement may enforce this paragraph 17.

18. Changes to Parties

We may at any time transfer all or any part of our rights under this Client Security Agreement to any person who replaces us under the Portfolio Finance Agreement.

19. Other Contractual Terms

19.1 Notice

- (a) This Client Security Agreement is notice to you of the Security created by this Client Security Agreement.
- (b) This Client Security Agreement is notice to the Custodian of the Security created by this Client Security Agreement.
- (c) By signing this Client Security Agreement the Custodian acknowledges receipt of the notice referred to in paragraph 19.1(b).
- (d) To the extent that Accounts or Investments are held by the Custodian and notwithstanding the terms of any other agreement entered into between the Custodian and you, the Custodian hereby agrees to comply with the terms of this Client Security Agreement.
- (e) The Custodian is not liable or responsible for any action taken or not taken by it in connection with the notice referred to in paragraph 19.1(b) unless directly caused by its gross negligence or willful misconduct.

19.2 Further use

We may lend further monies to you. Our rights under this Client Security Agreement will extend to those monies and liabilities.

19.3 Time Deposits

Without affecting any of our other rights, if any time deposit which you have with us matures prior to the Final Discharge Date when:

- (a) the Portfolio Security has become enforceable; and
 - (b) no amount of the Secured Obligations is due and payable;
- such time deposit will automatically be renewed for such further maturity as we consider appropriate.

20. Severability

If any provision is or becomes invalid, unenforceable or contrary to applicable laws, it will be given no effect and will be deemed not to be included in this Client Security Agreement. This will not invalidate any of the remaining provisions.

21. Notices

Please refer to the Barclays UK Terms.

22. Counterparts

This Client Security Agreement may be executed in any number of counterpart documents (meaning that you, we and the Custodian may sign on different full copies of this document). Each separate counterpart document is an original, but together constitute one and the same instrument. Delivery of a counterpart of this Client Security Agreement by email will be effective.

23. Third Party Rights

- (a) Except as otherwise expressly provided in this Client Security Agreement, the terms of this Client Security Agreement may be enforced only by a party to it.
- (b) No consent of a third party is required for any termination or amendment of this Client Security Agreement.

24. Governing Law and Enforcement

Each party to this Client Security Agreement agrees that this Client Security Agreement and any non-contractual obligations arising out of it or in relation to it are governed by the laws of England and Wales. Nothing in this paragraph will limit your rights under any mandatory consumer protections that apply in the country where you live. Each party to this Client Security Agreement agrees that the courts of England and Wales are to have non-exclusive jurisdiction to settle any disputes that arise between you and us or you and the Custodian in connection with this Client Security Agreement.

24.1 Service of Process

If you have appointed an agent for service of process in the Application Form, you agree that that agent for service of process has agreed to be your agent for service of process under this Client Security Agreement.

25. Interpretation and Definitions

25.1 Definitions

Words which are capitalised in this Client Security Agreement have a special meaning. Unless that meaning is specified below, the meaning is explained in the Application Form. Account means any account or portfolio in respect of money or investments you have with us, our Affiliate or an Agent and all Related Rights other than the business premium account with account number 83214516 (and any replacement account or subdivision of this account).

Application Form means the Portfolio Finance Agreement application form which we have provided to you.

Custodian means Barclays Investment Solutions Limited, a company incorporated in England (registered number 02752982), whose registered office is 1 Churchill Place, London, E14 5HP, or any other custodian from time to time holding the Security Assets on your behalf.

Enforcement Event means failure by you to pay any amount when we demand it or to perform any of your other obligations or the occurrence of an event which means we are entitled to exercise our rights in relation to the Security Assets.

Final Discharge Date means the date on which we release the Portfolio Security.

Investments means any financial instrument or cash that you hold with us, our Affiliate or an Agent, whether owned or held directly by you or to your order and all Related Rights.

Portfolio Finance Agreement means the portfolio finance agreement entered into between ourselves on or around the date of this Client Security Agreement, which is comprised of the following documents, the Application Form, the Limit Letter, the Barclays UK Terms, any Banking Facility Supplement, any Amendment Letter and any Close Out Letter.

Portfolio Security means the Security you have created or attempted to create in our favour under this Client Security Agreement.

Receiver means a person appointed by us under this Client Security Agreement to take control of Security Assets.

Related Rights means in relation to any asset:

- (a) all rights or powers in respect of any part of that asset;
 - (b) the proceeds of sale of all or any part of that asset; and
 - (c) any other moneys paid or payable in respect of that asset.
- Secured Obligations means all the present and future obligations you owe to us and our Affiliates from time to time.

Security means a mortgage, charge, pledge, lien or any other agreement or arrangement having a similar effect.

Security Assets means all of your assets which are or are expressed to be subject to this Client Security Agreement.

Third Party Deposit means a deposit made by us, our Affiliate or an Agent with a third party bank on your behalf and all Related Rights.

25.2 Interpretation

- (a) A reference in this Client Security Agreement to any financial instrument includes:
 - (i) all dividends, interest and other distributions paid or payable on that financial instrument; and
 - (ii) all financial instruments arising from that financial instrument;

- (b) In this Client Security Agreement, unless the context requires otherwise:

- (i) a reference to any statute, statutory provision or regulation will be construed as a reference to the same as it may be amended, modified or re-enacted from time to time;
 - (ii) a reference to "we", "us" and "our" refers to the wealth management business of Barclays Bank UK PLC and "you" and "your" refers to the security provider entering into this Client Security Agreement with us and, where applicable, include references to our or your duly authorised representatives, legal personal representatives, successors and permitted assigns or transferees;
 - (iii) headings and titles are for convenience only and do not affect a provision's interpretation; and
 - (iv) the singular includes the plural and vice versa.
- (c) The fact that the assets subject to this Client Security Agreement are described incorrectly does not affect our security over them.

This Client Security Agreement has been executed as a deed and duly delivered on the date inserted on page 2.

I CERTIFY THAT THIS IS A TRUE
COPY OF THE ORIGINAL

SIGNED

M. Allen

NAME

JOHN CRITCHON

DATE

19/8/19

Signatories to the Client Security Agreement

Please use this if you are an individual:

This is our standard Client Security Agreement upon which we intend to rely. For your own benefit and protection you should read this Client Security Agreement carefully before signing it, together with the "Portfolio Finance understanding investment leverage and liquidity" brochure. If you do not understand any point please ask for further information or seek independent legal advice.

If you do not date this Client Security Agreement, you instruct us to date this Client Security Agreement on the date that we send the Limit Letter to you

Signed as a deed by (insert name)

Signed as a deed by (insert name)

Signature

Signature

Address

Address

Date

Date

Witnessed by (insert name)

Witnessed by (insert name)

Signature

Signature

Address

Address

Occupation

Occupation

I CERTIFY THAT THIS IS A TRUE
COPY OF THE ORIGINAL

SIGNED



NAME

JOHN CRATON

DATE

19/8/19

Please use this if you are a company.

This is our standard Client Security Agreement upon which we intend to rely. For your own benefit and protection you should read this Client Security Agreement carefully before signing it, together with the "Portfolio Finance understanding investment leverage and liquidity" brochure. If you do not understand any point please ask for further information or seek independent legal advice.

If you do not date this Client Security Agreement, you instruct us to date this Client Security Agreement on the date that we send the Limit Letter to you

Use if you are a company incorporated in the UK

Executed as a deed by (insert name of company)

RASPBERRY PI FOUNDATION

acting by: **SHEARY COLTU**

Director

OR

Use if you are a company not incorporated in the UK

Executed as a deed by (insert name of company)

a company incorporated in (insert territory)

by (insert name)

Date **27/06/2019**

Witnessed by (insert name)

CAROLINE BROWN

Signature

being a person who, in accordance with the laws of that territory, is acting under the authority of the company

Director/Secretary (delete as appropriate)

Address

Date

Witnessed by (insert name)

Occupation

Signature

Address

Occupation

I CERTIFY THAT THIS IS A TRUE
COPY OF THE ORIGINAL

SIGNED 

NAME JOHN CRICHTON

DATE 19/8/19

Please use this if you are a company

This is our standard Client Security Agreement upon which we intend to rely. For your own benefit and protection you should read this Client Security Agreement carefully before signing it, together with the "Portfolio Finance understanding investment leverage and liquidity" brochure. If you do not understand any point please ask for further information or seek independent legal advice.

If you do not date this Client Security Agreement, you instruct us to date this Client Security Agreement on the date that we send the Limit Letter to you

Use if you are a company incorporated in the UK

Executed as a deed by (insert name of company)

RASPBERRY P/L FOUNDATION

acting by **DAVID CLEVELY**
Director

Date

27/06/2019

Witnessed by (insert name)

CAROLINE BROWN

Signature

Address

Occupation

OR

Use if you are a company not incorporated in the UK

Executed as a deed by (insert name of company)

a company incorporated in (insert territory)

by (insert name)

being a person who in accordance with the laws of that territory is acting under the authority of the company

Director/Secretary (delete as appropriate)

Date

11/06/2019

Witnessed by (insert name)

Signature

Address

Occupation


I CERTIFY THAT THIS IS A TRUE
COPY OF THE ORIGINAL

SIGNED W. Crichton

NAME JOHN CRICHTON

DATE 19/8/19

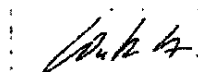
Signed by



Authorised signatory of

Barclays Bank UK PLC

Signed by



Authorised signatory of

Barclays Investment Solutions Limited

I CERTIFY THAT THIS IS A TRUE
COPY OF THE ORIGINAL

SIGNED 

NAME JOHN CRICHTON

DATE 19/8/19

I CERTIFY THAT THIS IS A TRUE
COPY OF THE ORIGINAL

SIGNED W. Allen

NAME JOHN CRICHTON

DATE 19/8/19

Barclays
1 Churchill Place
London, E14 5HP

You can get this item in Braille, large print or audio by contacting us to advise us of your requirements.

Barclays offers banking, wealth and investment products and services to its clients through Barclays Bank UK PLC and its subsidiary companies. Barclays Bank UK PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 759676). Registered in England. Registered No. 9740322. Registered Office: 1 Churchill Place, London E14 5HP.