



Registration of a Charge

Company Name: **SADBOROW TRUST COMPANY**

Company Number: **07442979**



XCHFMYV6

Received for filing in Electronic Format on the: **01/12/2023**

Details of Charge

Date of creation: **23/11/2023**

Charge code: **0744 2979 0001**

Persons entitled: **HANDELSBANKEN PLC**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **H LIGHT HANDELSBANKEN DORCHESTER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7442979

Charge code: 0744 2979 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd November 2023 and created by SADBOROW TRUST COMPANY was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st December 2023 .

Given at Companies House, Cardiff on 5th December 2023

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



Companies House



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

Memorandum of Deposit relating to Shares and Other Securities (principal debtor)

To: **HANDELSBANKEN plc acting as security trustee**

In consideration of Handelsbanken plc and/or Svenska Handelsbanken AB (publ) (each a "Secured Party" and together the "Secured Parties", which expression shall include their successors and assigns) agreeing to make or continuing to make loans or advances to us Sadborow Trust Company of Centenary House, Peninsula Park, Rydon Lane, Exeter, EX2 7XE (hereinafter referred to as the "Depositor") or incurring liabilities on behalf of the Depositor by way of acceptance or discount or negotiation of bills of exchange or in respect of documentary credits or standby credits or collections or otherwise in any way whatsoever or giving credit or granting time or affording banking accommodation or facilities to or on account of the Depositor or entering into any agreement or arrangement with the Depositor, at any office or offices of the Security Trustee or any of the Secured Parties, the Depositor undertakes to and agrees with Handelsbanken plc as security trustee for the Secured Parties (the "Security Trustee", which expression shall include its successors and assigns):

1. Joint and several liability

Where this Memorandum is entered into by or on behalf of a firm or otherwise by or on behalf of more than one person, any liability arising under this Memorandum shall be deemed to be the joint and several liability of the partners in the firm or of such persons as referred to above and any demand made or notice given by the Security Trustee to any one or more of such persons so jointly and severally liable shall be deemed to be a demand made or notice given to all such persons. The Security Trustee is to be at liberty to release or discharge any one or more of such persons from liability under this Memorandum or to compound with, accept compositions from or make any other arrangements with any of such persons without as a result releasing or discharging any other party to this Memorandum or otherwise prejudicing or affecting its rights and remedies against such other party. The security hereby evidenced and the provisions of this Memorandum shall not be terminated or prejudiced or affected by any change in the constitution of the firm or by the death of any one or more of such persons. If this Memorandum is entered into by or on behalf of more than one person and any one or more of those persons is not bound by the provisions of this Memorandum (whether by reason of lack of capacity or improper execution of this Memorandum or for any other reason) the other such persons shall continue to be bound by the provisions of this Memorandum as if those who are not bound had not been parties to this Memorandum.

2. Covenant to pay

The Depositor will pay or discharge on the Security Trustee's first demand, and the security evidenced by this Memorandum shall be a continuing security to the Security Trustee for the payment or discharge on demand by the Security Trustee of, the following indebtednesses, liabilities and obligations (whether any such indebtedness, liability or obligation shall be the sole indebtedness, liability or obligation of the Depositor or shall be a joint indebtedness, liability or obligation with any other person, firm or company and whether with or without other security and whether any such indebtedness, liability or obligation arises or is incurred or payable in the United Kingdom or elsewhere):-

- (A) all present and future indebtedness of the Depositor to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the Secured Parties on any current, advance, loan or other account whatsoever;
- (B) all liabilities whatsoever of the Depositor to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the Secured Parties present or future in respect of notes or bills discounted or paid or bills or drafts accepted or endorsed or guarantees, indemnities, bonds, letters of credit, documentary credits or similar instruments issued for or at the request of the Depositor or other loans, credits or advances made to or for the accommodation or at the request of the Depositor;
- (C) all other liabilities and obligations whatsoever of the Depositor to the Security Trustee

(whether for its own account or as trustee for the Secured Parties) or any of the Secured Parties, present or future, actual or contingent, howsoever arising and whether or not initially incurred to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the Secured Parties (including, without limitation, liabilities and obligations as surety or guarantor); and

- (D) all obligations in respect of legal and other costs, charges, fees and expenses (including, without limitation, value added tax) now or in the future owed to or incurred directly or indirectly by the Security Trustee in relation to the security hereby evidenced or any other security held by the Security Trustee in connection with advances or other banking facilities or accommodation offered or made to the Depositor by the Security Trustee (whether for its own account or as trustee for the Secured Parties) or by any of the Secured Parties, or in relation to the enforcement or attempted enforcement of any such security or in relation to any judicial, arbitration or other proceedings (by whomsoever and wheresoever commenced) in connection with any such security or its enforcement or attempted enforcement, or arising out of, or in relation to, any action undertaken by or on behalf of the Security Trustee in respect of or in any way relating to this Memorandum or the security hereby evidenced or arising out of or in any way relating to or in respect of any such indebtedness or liabilities or obligations on a full and unqualified indemnity basis

together in each of the cases mentioned in paragraphs (A), (B), (C) and (D) of this Clause with all interest, fees, commissions and bank and discount charges due or owing or payable to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the Secured Parties from or by the Depositor, such interest being computed and compounded in each such case according to the usual practice of the Security Trustee and so that interest shall be payable at the same rate as well after as before any judgment (all of which indebtednesses, liabilities and obligations secured as hereby evidenced are hereinafter referred to as the "Liabilities"). The certificate of the Security Trustee as to the amount at any time secured as hereby evidenced shall save in the case of manifest error be conclusive as against the Depositor.

3. Securities held by Security Trustee to be a continuing security

The Depositor acknowledges that all shares, stocks, bonds, debentures, certificates of deposit, loan capital, investments, units in unit trusts or collective investment schemes and other securities of any kind whatsoever which are now or may be at any time after the date of this Memorandum in the possession of the Security Trustee or held in the Security Trustee's name or to the Security Trustee's order or deposited with the Security Trustee or its agents or representatives or correspondents or lodged with the Security Trustee or transferred to the Security Trustee or its nominees by the Depositor or by others in the Depositor's name or for the Depositor's account or at the Depositor's request or with the Depositor's consent, whether for safe custody, security or for any specific purpose or generally and whether in England or elsewhere (including without limitation all such securities (if any) as are specified in the Schedule hereto) and all interest, dividends, bonus issues, offers by way of rights and entitlements arising from them or attaching to them (all of which are hereinafter referred to as the "Securities") are and are to be a continuing security for the due payment to the Security Trustee (whether for its own account or as trustee for the Secured Parties) and any of the Secured Parties and discharge of the Liabilities.

4. Deposit of Securities

The Depositor undertakes to deposit with the Security Trustee, to the intent that they shall be subject in all respects to the provisions of this Memorandum, all bonus shares, stock or other securities of a similar nature which at any time during the currency of this Memorandum may be issued in respect of any of the Securities and the proceeds or amounts of all dividends, interest or other money paid or payable to the Depositor in respect of any of the Securities for the time being subject to the provisions of this Memorandum. The Depositor further undertakes that, immediately upon receipt by the Depositor of any report, account, circular or notice sent or provided to the Depositor or to any person on the Depositor's behalf in respect of, or in connection with, the holding by the Depositor of any of the Securities, the Depositor shall provide or cause to be provided to the Security Trustee a copy of such item, together with a letter explaining that the copy is being provided to the Security Trustee pursuant to this Clause 4.

5. Security Trustee's powers of sale etc.

In the event of the Depositor failing to pay or discharge on its due date or on demand (as the case may be) any or all of the Liabilities, the Security Trustee is irrevocably authorised without prior notice to the Depositor, without the Depositor's prior written consent and without prejudice to any other right or remedy which the Security Trustee may have, at any time or times without restriction to sell the Securities or any of them in such manner, at such price or prices and whether on tender of cash or credit, without being responsible for loss, as the Security Trustee may deem expedient, to apply the net proceeds of such sale in or towards payment or discharge of any or all of the Liabilities as the Security Trustee may think fit and generally to exercise all other rights, remedies and powers of enforcement conferred by law, all in such manner as the Security Trustee may in its absolute discretion determine. In the event that the net proceeds of any such sale of Securities actually received by the Security Trustee shall be insufficient to cover the whole of the Liabilities, the Depositor shall pay to the Security Trustee immediately on demand any balance which may then be due and a provision for contingent liabilities in such amount as the Security Trustee may determine. The powers conferred by this Memorandum shall not prejudice the Security Trustee's right to enforce payment or discharge of the Liabilities without previous resort to this security. Sections 93 and 103 of the Law of Property Act 1925 shall not apply to the security evidenced by this Memorandum.

6. Exercise of Power of Sale

Upon any sale of the Securities or any of them which the Security Trustee may make or purport to make under the provisions of Clause 5 above, a statutory declaration by any of the Security Trustee's officers that the Depositor has made a default and that the power of sale has become exercisable shall be conclusive evidence of the fact in favour of any purchaser or other person to whom any of the Securities may be transferred under such sale, and the Depositor shall indemnify and keep indemnified the Security Trustee against any claim or demand which may be made against the Security Trustee by such purchaser or person and any liability, loss, cost or expense which the Security Trustee may suffer or incur by reason of any defect in the Depositor's title to such securities.

7. Payment of all calls

The Depositor shall duly and promptly pay all calls which may from time to time be made in respect of any unpaid money under any of the Securities and duly and promptly pay any other money which the Depositor may lawfully be required to pay in respect of any of the Securities. In default the Security Trustee may, if the Security Trustee thinks fit, make such payments on the Depositor's behalf and any sums so paid by the Security Trustee shall be repayable by the Depositor on demand, together with any costs or expenses incurred by the Security Trustee as a result.

8. Exercise of voting rights

Upon the Security Trustee becoming entitled to exercise the rights and powers in respect of the Securities referred to in Clause 5 of this Memorandum and at any time and from time to time afterwards, the Security Trustee or any one or more of the Security Trustee's agents, representatives or correspondents shall be entitled to exercise at its or their discretion and without prior notice to the Depositor, without the Depositor's prior written consent and without prejudice to any other right or remedy which the Security Trustee may have, all voting and other rights now or at any time attaching to the Securities or any of them and, in respect of any Securities registered in the Depositor's name, the Depositor shall procure that all voting and other rights in respect of the Securities are exercised in accordance with such instructions (if any) as may from time to time be given to the Depositor by the Security Trustee.

9. Representation, warranty and undertaking

The Depositor represents and warrants that the Depositor is the sole legal and beneficial owner of the Securities now subject to, or which at any time after this date may become subject to, the security constituted by this Memorandum, that all the Securities are fully paid, that there are or will be no money or liabilities outstanding or payable in respect of the Securities or any of them, that the rights of the Depositor in respect of the Securities are free from any mortgage, pledge, charge, lien or security agreement or security interest of any kind, with the exception of the security evidenced by this Memorandum, and that the Depositor is lawfully entitled to create over the Securities the security hereby evidenced. The act of creating security evidenced by this Memorandum shall on each occasion constitute a further and separate such representation and warranty. The Depositor irrevocably and unconditionally undertakes that during the continuance of the security evidenced by this Memorandum the Depositor will not, with the exception of the security evidenced by this Memorandum, create, attempt to create, or permit to subsist any mortgage, pledge, charge, lien or security agreement or security interest on or over the Securities or any of them or permit any lien to arise or affect the whole or any of the Securities.

10. Covenant for further assurance and power of attorney

- (A) The Depositor will upon notice in writing by the Security Trustee and at the cost of the Depositor execute and deliver such documents and such further or other memoranda of security, mortgages, charges, assignments or assurances in such form and on such terms as the Security Trustee may require in respect of the Securities, and execute, deliver and do all such documents, acts, matters or things as the Security Trustee may require to perfect or protect the security hereby evidenced or any of it and to enable or facilitate the exercise by the Security Trustee of all powers, authorities and discretions hereby conferred upon it, including (without prejudice to the generality of the foregoing) all such transfers, powers of attorney and other documents as the Security Trustee may require to vest the securities or any of them in the Security Trustee or its nominees or any purchaser or transferee.
- (B) The Depositor hereby irrevocably and by way of security appoints the Security Trustee and any person nominated in writing under the hand of any officer of the Security Trustee as joint and several attorney of the Depositor for the Depositor and in his name and on his behalf and as his act and deed and with full power of substitution and delegation (before as well as after the winding-up, liquidation, dissolution, receivership, administration, insolvency, bankruptcy, incapacity or death of the Depositor) to execute, seal and deliver or perfect and do or make any deed, assurance, agreement, instrument, act or thing which the Depositor ought to execute and do under the covenants, undertakings, and provisions contained in this Memorandum or which may be required or deemed proper by the Security Trustee, in its absolute discretion, for any of the purposes of this Memorandum or the security hereby evidenced, or in order to effect or complete any sale by the Security Trustee of any or all of the Securities pursuant to Clause 5 hereof, or in order to protect, preserve or realise any or all of the Securities, or in order to enforce or prosecute any rights which the Depositor or the Security Trustee may enjoy in respect of or under the Securities including the giving of receipts for all payments made under or in respect of any of the Securities. The Depositor hereby ratifies and confirms, and agrees to ratify and confirm, whatsoever his attorneys appointed hereunder (and any of them) shall do or purport to do in the exercise, or purported exercise, of all or any of the rights or powers vested in them hereunder.

11. Charges, costs and expenses

The Depositor undertakes to reimburse to the Security Trustee on demand, and authorises the Security Trustee at its discretion without any demand to debit the Depositor's account or any of the Depositor's accounts with the Security Trustee or to procure that any of the Depositor's accounts with any Secured Party is debited with, all charges, costs and expenses (including without limitation safe custody charges and insurance premiums) (together with any value added tax thereon) which may be incurred by the Security Trustee or its agents, representatives or correspondents in connection with the holding or realisation of all or any of the Securities.

12. Release of securities

Upon any release of any of the Securities the Security Trustee shall not be bound to return the identical securities which were deposited, lodged, held or transferred and the Depositor will accept securities of the same class and denomination or such other securities as shall then represent the Securities.

13. No suretyship

None of the persons included in the expression "Depositor" shall, as against the Security Trustee or any of the Secured Parties, be entitled to any of the rights or remedies, legal or equitable, of a surety or a joint obligor as regards the indebtednesses, obligations or liabilities of any of the other persons included in the expression "Depositor".

14. No contravention of constitution

The Depositor hereby represents and warrants to the Security Trustee in any case where a company is comprised in the Depositor that (i) it has full power to enter into this Memorandum and create the security hereby evidenced and to exercise its rights and perform its obligations hereunder or as envisaged hereby, (ii) all corporate and other action and conditions and things required to be taken, fulfilled or done (including the obtaining of any necessary consents, approvals and authorisations) to enable it duly and lawfully to enter into this Memorandum and create the security hereby evidenced and to perform its obligations hereunder or as evidenced hereby have been duly taken, fulfilled or, as the case may be, done, and all such consents, approvals and authorisations remain in full force and effect, (iii) neither the entry into nor the performance of its obligations under this Memorandum or as evidenced hereby do or will violate, contravene or constitute a default under, or exceed any borrowing restrictions or other powers or restrictions granted or imposed by, under or pursuant to, any law or regulation to which it is subject or its memorandum or articles of association or other of its constitutional documents or any agreement to which it is a party or which is binding on it or its assets or do or will result in the existence of or oblige it to create any mortgage, charge, pledge, lien or other encumbrance over its undertaking or any of its assets (otherwise than in favour of the Security Trustee).

15. Notices

Any demand or notice by the Security Trustee hereunder shall be in writing signed by any of its officers and may be served on the Depositor by leaving the same, or sending it through the post or by telex or facsimile transmission addressed to the Depositor, at the address last known to the Security Trustee as the registered or principal office or, as the case may be, place of abode or business of the Depositor, and a demand or notice so served shall be effective, notwithstanding that it may later be returned undelivered, if left at such address at the time it was so left, or if sent by post at the time of posting, and in proving such service by post it shall be sufficient to prove that the envelope containing the demand or notice was properly addressed, stamped and posted. In proving personal service an affidavit sworn by the process server shall be sufficient evidence of proper service for all purposes. Any such demand or notice by telex or facsimile transmission shall be deemed to have been duly served at the time when in the ordinary course of transmission it would have been received.

16. Security Trustee and Secured Parties' reorganisation

This Memorandum shall remain in effect and binding on the Depositor notwithstanding any amalgamation or merger that may be effected by the Security Trustee or any Secured Party with any other company and notwithstanding any reconstruction by the Security Trustee or any Secured Party involving the formation of and transfer of the whole or any part of its undertaking and assets to a new company and notwithstanding the sale of any part of its undertaking and assets to a new company and notwithstanding the sale or transfer of the whole or any part of the Security Trustee's or any Secured Party's undertaking and assets to another company whether the company with which the Security Trustee or any Secured Party amalgamates or merges or the company to which the Security Trustee or any Secured Party transfers the whole or any part of its undertaking and assets either on a reconstruction or sale or transfer as aforesaid shall or shall not differ from the Security Trustee or the relevant Secured Party in its objects, character or constitution and notwithstanding any transfer or

assignment of the benefit of the indebtedness, liabilities or obligations hereby secured, the provisions herein contained and/or any rights conferred upon the Security Trustee or any Secured Party hereby to any other person it being the intent of the Depositor that this Memorandum shall remain valid and effectual in all respects in favour of and against and with reference to, and that the benefit hereof and all or any rights conferred upon the Security Trustee or any Secured Party hereby may be assigned to and enforced by, any such company or other person and proceeded on in the same manner to all intents and purposes as if such company or other person had been named herein instead of or in addition to the Security Trustee or any Secured Party and the Security Trustee and any Secured Party shall be entitled (without liability to the Depositor) to disclose any information regarding the financial affairs of the Depositor or otherwise to any transferee or assignee or proposed transferee or assignee or other person entering into or proposing to enter into contractual arrangements with the Security Trustee or any Secured Party in relation to this Memorandum and/or the Liabilities.

17. No waiver

No delay or omission on the part of the Security Trustee in exercising any right, power, privilege or remedy in respect of the security hereby evidenced shall impair such right, power, privilege or remedy or be construed as a waiver thereof nor shall any single or partial exercise of any such right, power, privilege or remedy preclude any further exercise thereof or the exercise of any other right, power, privilege or remedy. The rights, powers, privileges and remedies herein provided are cumulative and not exclusive of any rights, powers, privileges and remedies provided by law. Any waiver by the Security Trustee of any term of this Memorandum, and any consent or approval given by the Security Trustee under or in relation to it, shall only be effective if given in writing and then for the purpose for which, and upon the terms and conditions (if any) on which, it is given.

18. Continuing security

The security hereby evidenced shall be a continuing security, notwithstanding the winding-up, liquidation, dissolution, receivership, administration, insolvency, bankruptcy, incapacity or death, or change in the constitution, of the Depositor, or any settlement of account or other matter whatsoever, for the due payment to the Security Trustee and discharge of the Liabilities, shall remain in full force until all the Liabilities have been paid or discharged to the Security Trustee's satisfaction (including provision for contingent liabilities in such manner and in such amount as the Security Trustee may determine) and the Security Trustee and each of the Secured Parties shall have ceased to be under any obligation or commitment, actual or future, certain or contingent, expressed or implied, assumed or undertaken by the Security Trustee to the Depositor and is in addition to and shall not merge with or otherwise release, prejudice or affect any contractual or other right or remedy or any other security now or hereafter held by or available to the Security Trustee or any of the Secured Parties and shall not be in any way released, prejudiced or affected thereby or by the invalidity thereof or by the Security Trustee now or hereafter dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any of the same or any rights which it may now or hereafter have or giving time for payment or indulgence or compounding with the Depositor or any other person or making or abstaining from making any demand for payment on the Depositor or any other person.

19. New accounts

If the Security Trustee receives notice of any subsequent mortgage, charge, lien or other encumbrance or interest affecting the Securities or any of them, the Security Trustee (whether for its own account or on behalf of any of the Secured Parties) or any of the Secured Parties may open a new account or accounts in the name of the Depositor; if the Security Trustee or any of the Secured Parties does not open a new account it shall nevertheless be treated as if it had done so at the time when the Security Trustee received notice and as from that time all payments made to the Security Trustee or any of the Secured Parties by the Depositor or for its account shall be credited or be treated as having been credited to the new account or such of the new accounts as the Security Trustee may determine and shall not operate to reduce the amount(s) due from the Depositor to the Security Trustee or any of the Secured Parties at the time when the Security Trustee received such a notice.

20. Void or voidable payments and retention of security

- (A) No assurance, security, guarantee or payment which may be void, voidable, avoided or invalidated under any law relating to bankruptcy, insolvency, administration or winding-up (including without limitation sections 238, 239, 242, 243, 245 or 423 of the Insolvency Act, 1986), and no release, settlement, discharge or arrangement given or made by the Security Trustee on the faith or as a consequence of any such assurance, security, guarantee or payment, shall prejudice or affect the right of the Security Trustee to enforce the security hereby evidenced to the full extent of the Liabilities.
- (B) The Security Trustee may in its absolute discretion retain the security hereby evidenced for a period of one month plus such statutory period within which any assurance, security, guarantee or payment can be set aside, avoided or invalidated after all financial accommodation from time to time made available to the Depositor by the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the Secured Parties shall have ceased to be available or (if longer) all the Liabilities shall have been paid and discharged in full to the satisfaction of the Security Trustee (including provision for contingent liabilities in such manner and in such amount as may be determined by the Security Trustee), notwithstanding any release, settlement, discharge or arrangement given or made by the Security Trustee on, or as a consequence of, such cessation of financial accommodation or, as the case may be, payment of moneys due.
- (C) If at any time within the period in which any assurance, security, guarantee or payment may be set aside, avoided or invalidated a petition shall be presented to a competent court for an order for the bankruptcy, insolvency or winding-up of the Depositor, or if an effective resolution is passed for the winding-up of the Depositor, or a petition for an administration order shall be presented or an administration order shall be made in respect of the Depositor, the Security Trustee may, notwithstanding as aforementioned, continue to retain the security hereby evidenced or any part thereof for and during such further period as the Security Trustee in its absolute discretion shall determine. The Depositor agrees that in such circumstances the security hereby evidenced shall be deemed to have been and to have remained held by the Security Trustee as and by way of security.
- (D) In the event that the Security Trustee shall be required under sections 234, 241 or 425 of the Insolvency Act 1986 to pay any sum to any party (including the Depositor), then such sum when paid by the Security Trustee shall be deemed to form part of the Liabilities and any release, settlement, discharge or arrangement given or made by the Security Trustee on the faith or as a consequence of any payment on account of the Liabilities which payment the Security Trustee shall have been so required to pay to any party shall be treated as having been given or made by the Security Trustee and accepted by the Depositor upon the express condition that the same shall be subject and without prejudice to the Security Trustee's right to recover the same under this Memorandum.

21. Depositor's insolvency

As between the Security Trustee and any person comprised in the Depositor, no such person shall without the Security Trustee's written consent prove in the winding-up, liquidation, administration, dissolution or bankruptcy of, or exercise any right of action or right to obtain security or claim any security for or in relation to any indebtedness, liability or obligation of, any other person comprised in the Depositor and any moneys received by or security given to any such first referred to person in contravention of this Clause shall be held upon trust for the Security Trustee absolutely and dealt with as the Security Trustee shall direct in its absolute discretion.

22. Perpetuity period

The perpetuity period applicable to the trusts declared in this Memorandum shall be a period of eighty years from the date hereof.

23. Severability of provisions

The illegality, invalidity or unenforceability of any provision of this Memorandum under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction or the legality, validity or enforceability of any other provision of this Memorandum.

24. Secured parties

The Depositor and each Secured Party agrees that the Security Trustee's interest and rights under and in respect of this Memorandum shall be held by the Security Trustee as agent and, to the extent permitted by law, trustee for itself and the Secured Parties for the time being and from time to time on the terms set out in the security trust deed dated 1 December 2018 and made between the Security Trustee and Svenska Handelsbanken AB (publ). Accordingly, unless the context requires otherwise, all references in this Memorandum to the Security Trustee mean the Security Trustee in its capacity as agent and trustee, and each party to this Memorandum also agrees that the Secured Parties for the time being and from time to time shall have the benefit of this Memorandum and the Secured Parties are able to enforce any obligations owed to it under this Memorandum.

25. Interpretation

In this Memorandum unless the context otherwise requires:-

- (i) any reference to a "person", shall include any person, firm, body corporate or unincorporated body of persons;
- (ii) any reference to the masculine gender shall include the feminine gender and the neuter gender and vice versa;
- (iii) any reference to the singular shall include the plural and vice versa;
- (iv) any reference to a statutory or other legislative provision shall be construed as a reference thereto as amended, varied, re-enacted or substituted (whether before or after the date hereof) and shall include any provision of which it is a re-enactment or substitute; and
- (v) any reference to winding up, liquidation, dissolution, receivership, administration, insolvency or bankruptcy or any other insolvency or bankruptcy event shall be deemed to constitute a reference also to any event which, in the opinion of the Security Trustee, appears to correspond thereto or appears to be similar thereto in any country or territory in which the Depositor is incorporated or carries on business or to the jurisdiction of whose courts the Depositor or any part of the assets of the Depositor are subject.

(B) Headings shall be ignored when construing this Memorandum.

26. Governing law: submission to jurisdiction: process agency

This Memorandum shall be governed by and construed in accordance with English law and the Depositor hereby irrevocably agrees for the sole benefit of the Security Trustee that the English courts are to have jurisdiction to settle any suit, action or proceeding which may arise out of or in connection with this Memorandum and accordingly any suit, action or proceeding so arising (in this Clause referred to as "Proceedings") may be brought in such courts and the Depositor hereby submits to the jurisdiction of such courts. Without prejudice to the foregoing, the Depositor further irrevocably agrees that any Proceedings may be brought in the courts of such other jurisdiction or jurisdictions as the Security Trustee may from time to time select and the Depositor hereby waives absolutely any immunity to which he or his assets may be entitled in any jurisdiction and any objection which he may have now or in the future to the English or any such other courts being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

The Depositor hereby irrevocably appoints such person (if any) as is specified below as his agent for service of process in England.

Agent for service of process:

Name:

Address:

.....

.....

.....

IN WITNESS WHEREOF the Depositor has caused this Memorandum to be executed under seal or otherwise as his deed on the 23 day of November 2023

SCHEDULE : SECURITIES

SCHEDULE SECURITIES

<u>Issuer</u>	<u>Security</u>	<u>Aggregate Principal Amount</u>
Multrees Investor Services Limited Managed by Whitley Asset Management Ltd	Westhill Investment Fund Registration number IC000990. All units and underlying investments held by the Depositor with the Issuer under The Sadborrow Trust Company 'A' Portfolio under account number SW890 including shares, stocks, bonds, collective investment schemes, units and other securities of any kind.	£22,821,158.27

SIGNED and DELIVERED by)
)
)
.....)
as his/her DEED in the presence of:)


Witnessed by:

Signature	Address.....
Name
Occupation

SIGNED by
(a Director) and)
(a Director or Secretary) and)
thereby executed by)
)
)

as its DEED

08 JUN 1998 D1/70563_2 (C3B9BE)


B. A. Eyre

