



Registration of a Charge

Company Name: **55VS NO 1 LIMITED**

Company Number: **08773515**



Received for filing in Electronic Format on the: **23/12/2021**

XAJYC1XU

Details of Charge

Date of creation: **16/12/2021**

Charge code: **0877 3515 0007**

Persons entitled: **SECURE TRUST BANK PLC**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **BRODIES LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8773515

Charge code: 0877 3515 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th December 2021 and created by 55VS NO 1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd December 2021 .

Given at Companies House, Cardiff on 29th December 2021

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**

SHARE CHARGE

by

55 VS NO 1 LIMITED

in favour of

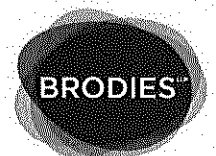
SECURE TRUST BANK PLC

Certified a true copy
save for the material
redacted pursuant to
s859G of the
Companies Act 2006

Ana Bell

2021

Brodies LLP
110 Queen Street
Glasgow G1 3BX
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Ref: SEC0021.34
FAS 5569



ENLIGHTENED THINKING

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THIS SHARE CHARGE IS MADE AS A DEED ON 16 December 2021 **BETWEEN:**

55VS NO 1 LIMITED a company incorporated in England and Wales with registered number 08773515 and having its registered office at Markerstudy House, 45 Westerham Road, Sevenoaks, Kent, TN13 2QB (the "**Chargor**")

and

SECURE TRUST BANK PLC, a company incorporated in England and Wales with registered number 00541132 and having its registered office at One Arleston Way, Solihull, B90 4LH (the "**Lender**").

CONSIDERING THAT:

- A. The Lender has agreed or will agree to make certain loan facilities available to 55VS No 2 Limited.
- B. It is a condition precedent to the making available of loan facilities by the Lender to 55VS No 2 Limited that the Chargor grants to the Lender this Share Charge.

ACCORDINGLY IT IS AGREED AS FOLLOWS:

1 Covenant to Pay

The Chargor covenants with the Lender that it will pay or discharge to the Lender all the Secured Liabilities on demand in writing when the Secured Liabilities become due for payment or discharge (whether by acceleration or otherwise).

2 Charge

The Chargor with full title guarantee and as security for the payment and discharge of all the Secured Liabilities hereby charges in favour of the Lender by way of first fixed charge its whole right, title, interest and benefit in and to the Charged Assets.

3 Deposit

3.1 The Chargor shall immediately on its execution of this Share Charge deliver to the Lender:

3.1.1 a signed stock transfer form in respect of the Shares in favour of the Lender or, at the Lender's direction, its nominee;

3.1.2 all share certificates and other documents of title in respect of the Shares; and

3.1.3 any other document requested by the Lender in respect of the Shares,

in each case in order for the Lender to perfect its title to the Shares or for vesting or enabling it to vest the Shares in itself (or a nominee) or in any purchaser to the intent that the Lender may at any time without notice present them for registration.

4 Representations and warranties

4.1 The Chargor represents and warrants to the Lender that:

- 4.1.1 the Chargor is the sole legal and beneficial owner of and has full right and title to the Shares (comprising one hundred per cent (100%) of the issued share capital of the Company carrying the right to vote);
- 4.1.2 there are no restrictions on the sale or transfer of all or any of the Shares under the articles of association of the Company or otherwise;
- 4.1.3 the Shares are fully paid up and validly allotted;
- 4.1.4 the Charged Assets are not subject to any Security;
- 4.1.5 it has not sold, transferred, assigned, pledged, charged or otherwise disposed of or encumbered or agreed to sell, transfer, assign, pledge, charge or dispose of or otherwise encumber, including by way of trust agreement, declaration of trust or trust arising by operation of law all or any of its right, title and interest in and to all or any part of the Charged Assets to anyone other than the Lender;
- 4.1.6 it has the necessary power and authority to enter into and perform its obligations under this Share Charge;
- 4.1.7 this Share Charge constitutes its legal, valid, binding and enforceable obligations and constitutes a first fixed charge over the Shares in accordance with its terms; and
- 4.1.8 this Share Charge does not conflict with or result in a breach or constitute a default under any agreement, instrument or obligation to which the Chargor is a party or by which it is bound.

- 4.2 The representations and warranties in Clause 4.1 shall be deemed to be repeated by the Chargor on and as of each day from the date of this Share Charge until all the Secured Liabilities have been repaid and discharged in full as if made with reference to the facts and circumstances existing on each such day.

5 Future acquisition/allotment of Shares

- 5.1 The Chargor hereby covenants with the Lender that if at any time during the continuance of this Share Charge it acquires any Shares after the date of this Share Charge it will, promptly upon acquiring any interest in such Shares, notify the Lender. All such Shares shall stand charged in favour of the Lender by way of first fixed charge and shall form part of the Charged Assets and the Chargor will enter into such additional charge or other documents as the Lender may require in respect of them.

- 5.2 The Chargor will forthwith upon its acquisition of any shares as referred to in Clause 5.1 deliver to the Lender each of the documents referred to in Clause 3.1

6 Undertakings

- 6.1 The Chargor hereby undertakes with the Lender that it shall:

- 6.1.1 comply in all respects with the memorandum and articles of association of the Company;
- 6.1.2 if and when directed by the Lender, grant in its favour (or as the Lender shall direct) such fixed or specific security or charge or assignment over all or any of the Charged Assets as the Lender may require;
- 6.1.3 promptly notify the Lender of the allotment or issue of any shares in the capital of the Company to any person after the date of this Charge;
- 6.1.4 promptly pay all calls made from time to time in respect of any unpaid money in relation to the Shares;
- 6.1.5 promptly upon request by the Lender deposit all deeds, documents of title and certificates relating to the Charged Assets or any part of them with the Lender.
- 6.1.6 not (without the prior written consent of the Lender or as otherwise permitted by the Facility Agreement):-
 - 6.1.6.1 create or permit to subsist any Security (other than in favour of the Lender) on or over the Charged Assets or any part thereof or interest therein;
 - 6.1.6.2 sell, transfer or otherwise dispose of the Charged Assets or any part thereof or interest therein or attempt or agree so to do;
 - 6.1.6.3 permit the Company to cancel, increase, create or issue or agree to issue or put under option or agree to put under option any share capital or obligation now or hereafter convertible into or exchangeable for share capital of the Company of any class or call any uncalled capital;
 - 6.1.6.4 permit the Company to make any alteration to, grant any rights in relation to or otherwise re-organise or redeem or purchase or reduce the share capital or reserves of the Company in any way or enter into any composition or arrangement with its creditors or any class of creditors of the Company;
 - 6.1.6.5 permit any person to be registered as the holder of all or any of the Shares (other than the Lender or its nominee);

6.1.6.6 exercise (or purport to exercise) any voting rights in respect of the Shares in any way which may have an adverse effect on the value of the Charged Assets (or any of them) or the ability of the Lender to enforce this Share Charge, including the amendment of the articles of association of the Company; and

6.1.6.7 do or cause or, in so far as the Chargor has rights in that regard, permit to be done anything which may reasonably be expected to in any way depreciate or jeopardise the value of any of the Charged Assets.

7 Dividends and voting rights

7.1 Subject to the terms of Clause 7.2, the Chargor shall be entitled:

7.1.1 to receive all dividends declared, paid or payable in respect of the Shares; and

7.1.2 to exercise all voting rights in respect of the Shares (provided that such voting rights shall not be exercised in a manner which would or might derogate from the security created by or pursuant to this Share Charge or conflict with any provision of the Facility Agreement) and the Lender and any nominee of the Lender in whose name the Shares are registered shall execute a form of proxy and any other document as may reasonably be required by the Chargor to do so.

7.2 Upon the security created by or pursuant to this Share Charge becoming enforceable:

7.2.1 all dividends and distributions declared and any interest and other payments payable, paid or made in respect of the Shares shall be paid or made to and retained by the Lender as though they were proceeds of sale; and

7.2.2 all voting rights in respect of the Shares shall be exercised by the Lender or its nominee in such a manner as it shall in its discretion consider appropriate.

8 Enforcement

The security created by or pursuant to this Share Charge shall become enforceable at any time after an Event of Default has occurred and is continuing..

9 Powers on enforcement

9.1 At any time after this Share Charge has become enforceable, the Lender may in its absolute discretion enforce all or any part of the security created by this Share Charge as it sees fit and, in particular but without limitation, may exercise all or any of the powers conferred on mortgagees by the Act and all or any of the powers and discretions conferred by this Share Charge.

- 9.2 At any time after this Share Charge has become enforceable (or if requested by the Chargor), the Lender may by writing under hand signed by any officer of the Lender appoint any person (or persons) to be a Receiver of all or any part of the Charged Assets.
- 9.3 Section 103 of the Act will not apply to this Share Charge and the Lender may exercise its power of sale and other powers under that or any other Act or this Share Charge at any time after the date of this Share Charge.
- 9.4 Section 93 of the Act will not apply to this Share Charge.
- 9.5 At any time after this Share Charge has become enforceable the Lender shall be and is entitled (but not obliged) to exercise all and/or any rights and powers in relation to all or any of the Charged Assets which could have been exercised by the Chargor including:-
- 9.5.1 power to sell or otherwise dispose of all or any of the Charged Assets;
 - 9.5.2 power to receive all or any money payable in respect of or in connection with all or any of the Charged Assets;
 - 9.5.3 power to negotiate, compromise and/or agree any dispute arising out of all or any of the Charged Assets.
- 9.6 The Lender may exercise all or any of the powers referred to in this Share Charge in such manner and to such extent as the Lender considers appropriate (in its sole discretion) and in particular (but without limitation to the generality of the foregoing) shall not be under any duty to maximise the proceeds arising from the Charged Assets.
- 9.7 Neither the Lender nor any Receiver shall be liable to account to the Chargor as mortgagee in possession in respect of all or any of the Charged Assets and shall not be liable to the Chargor for any loss or damage arising from the exercise by the Lender or any Receiver of all or any of the powers conferred by this Share Charge or the Act.
- 9.8 At any time after this Share Charge becomes enforceable, the Lender may redeem any prior mortgage, charge or encumbrance in respect of all or any of the Charged Assets or procure the transfer of them to itself and may settle the accounts of the prior mortgagee, chargee or encumbrancer and any accounts so settled will be, in the absence of manifest error, conclusive and binding on the Chargor. All money paid by the Lender to the mortgagee, chargee or encumbrancer in accordance with such accounts shall form part of the Secured Liabilities.

10 Receiver

- 10.1 The Receiver shall be deemed to be the agent of the Chargor for all purposes and the Chargor shall be solely responsible for his acts, defaults and remuneration.
- 10.2 The Lender may by writing under hand remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in his place.

- 10.3 Each Receiver may (if there is more than one Receiver holding office at the same time) exercise all the powers conferred on a Receiver under this Share Charge individually and to the exclusion of any other Receiver (subject only to the terms of the appointment of such Receiver).
- 10.4 The Receiver shall have and be entitled to exercise all powers conferred on a Receiver by law (including all the rights, powers and discretions conferred on a receiver under the Act and a receiver or administrative receiver under the Insolvency Act 1986) and, in particular, by way of addition to but without hereby limiting any general powers referred to in this Share Charge (and without prejudice to the powers of the Lender), the Receiver shall have power in the name of the Chargor or otherwise to do the following:-
- 10.4.1 to take possession of, collect and get in or realise all or any of the Charged Assets;
 - 10.4.2 to carry on the business of the Chargor in any manner as he shall think fit;
 - 10.4.3 to take, enforce, defend or abandon any actions, suit or proceedings in relation to all or any of the Charged Assets (in the name of Chargor or otherwise) as he thinks fit;
 - 10.4.4 to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor or relating in any way to all or any of the Charged Assets;
 - 10.4.5 to raise or borrow any money (whether unsecured or on the security of the Charged Assets) and generally on such terms and for whatever purpose he thinks fit;
 - 10.4.6 to give valid receipts for all money and execute all assurances and things which may be proper or desirable for realising the Charged Assets;
 - 10.4.7 to make any arrangement or compromise or pay any compensation or incur any obligation or enter into any contracts which the Receiver shall think expedient in the interests of the Lender;
 - 10.4.8 to form a subsidiary of the Chargor and transfer to that subsidiary all or any of the Charged Assets;
 - 10.4.9 to delegate all or any of his powers in accordance with this Charge;
 - 10.4.10 to do all such other acts and things which he may consider desirable or necessary for realising the Charged Assets or to be incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Charge or by law, to exercise in relation to the Charged Assets all powers and authorities as he would be capable of exercising if he were the absolute beneficial owner of the Charged Assets and to use the name of the Chargor for any of such purposes.
- 10.5 The Lender may from time to time fix the remuneration of any Receiver appointed by it and the maximum rate specified in Section 109(6) of the Act will not apply.

- 10.6 Any right, power or discretion conferred by this Share Charge (expressly or impliedly) or by law on a Receiver may, after this Share Charge becomes enforceable, be exercised by BoS notwithstanding any prior appointment of a Receiver.

11 Protection of security

- 11.1 The security created by or pursuant to this Share Charge shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever and shall not be considered satisfied by an intermediate repayment or satisfaction of part only of the Secured Liabilities and shall continue in full force and effect until total and irrevocable satisfaction of all the Secured Liabilities.
- 11.2 The security created by or pursuant to this Share Charge shall be in addition to and shall not in any way prejudice or be prejudiced by any collateral or other security, right or remedy which the Lender may now or at any time hereafter hold for all or any part of the Secured Liabilities.
- 11.3 No failure on the part of the Lender to exercise and no delay on its part in exercising any right, remedy, power or privilege under or pursuant to this Share Charge or any other document relating to, creating or securing all or any part of the Secured Liabilities will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Share Charge and any such other document are cumulative and not exclusive of any right or remedies provided by law.
- 11.4 Each of the provisions in this Share Charge shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes or is declared null and void, invalid, illegal or unenforceable in any respect under any law or otherwise howsoever, the validity, legality and enforceability of the remaining provisions of this Share Charge shall not in any way be affected or impaired thereby.
- 11.5 If the Lender receives or is deemed to be affected by notice, whether actual or constructive, of any subsequent security or other interest affecting any part of the Charged Assets and/or the proceeds of sales thereof, the Lender may open a new account or accounts with the Chargor. If the Lender does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice and as from that time all payments made to the Lender shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount for which this Share Charge is security.
- 11.6 Neither the security created by, nor any security interest constituted pursuant to, this Share Charge nor the rights, powers, discretions and remedies conferred upon the Lender by this Share Charge or by law shall be discharged, impaired or otherwise affected by reason of:-
- 11.6.1 any present or future security, guarantee, indemnity or other right or remedy held by or available to the Lender being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Lender from time to time

exchanging, varying, realising, releasing or failing to perfect or enforce any of the same; or

11.6.2 the Lender compounding with, discharging or releasing or varying the liability of or granting any time, indulgence or concession to, the Chargor or any other person or renewing, determining, varying or increasing any accommodation or transaction in any manner whatsoever or concurring in accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from the Chargor or any other person; or

11.6.3 any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or security held from the Chargor or any other person in connection with the Secured Liabilities; or

11.6.4 any act or omission which would not have discharged or affected the liability of the Chargor had it been a principal debtor instead of a guarantor or indemnifier or by anything done or omitted by any person which, but for this provision, might operate to exonerate or discharge the Chargor from the Secured Liabilities.

11.7 The Lender shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this Share Charge or by law, to:-

11.7.1 take any action or obtain judgement or decree in any court against the Chargor; or

11.7.2 make or file any claim to rank in a winding-up or liquidation of the Chargor; or

11.7.3 enforce or seek to enforce any other security taken, or exercise any right or plea available to the Lender, in respect of any of the Chargor's obligations to the Lender.

11.8 Save to the extent expressly provided to the contrary in this Share Charge, a third party (being any person other than the Lender, the Chargor and their permitted successor and assigns) may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 and no consent of any third party is required for any amendment, variation or termination of this Share Charge.

12 Further assurance

The Chargor shall execute and deliver any further instruments and documents and do all such assurances, acts and things as the Lender or any Receiver may require for perfecting or protecting the security created by or pursuant to this Share Charge over the Charged Assets or for facilitating the realisation of such assets and the exercise of all powers, authorities and discretions conferred on the Lender or any Receiver by this Share Charge and shall in particular (but without limitation) promptly after being requested to do so by the Lender or any Receiver give all notices orders and directions which the Lender or any Receiver may think expedient for the purposes specified in this Clause.

13 Set-off

- 13.1 The Chargor authorises the Lender to apply any credit balance (whether or not then due) to which the Chargor is at any time entitled on any account or accounts with the Lender towards satisfaction of the Secured Liabilities. If such balances are in different currencies, the Lender may convert either balance at a market rate of exchange for the purpose of the set-off.
- 13.2 The Lender shall not be obliged to exercise its rights under this Clause 14, which shall be without prejudice and in addition to any right of set-off, compensation, combination of accounts, lien or other right to which it is at any time otherwise entitled (whether by operation of law, contract or otherwise).

14 Power of attorney

- 14.1 The Chargor hereby irrevocably and by way of security appoints the Lender and any Receiver as the attorney of the Chargor, for the Chargor and in its name and on its behalf and as its act and deed or otherwise to create or constitute, or to make any alteration or addition or deletion in or to, any documents which the Lender may require for perfecting or protecting the title of the Lender to the Charged Assets or for vesting any of the Charged Assets in the Lender or its nominees or any purchaser and to re-deliver the same thereafter and otherwise generally to sign, seal and deliver and perfect any fixed security, floating charge, transfer, disposition, assignment, security and/or assurance or any writing, assurance, document or act which may be required or may be deemed proper by the Lender on or in connection with any sale, lease, disposition, transfer, realisation, getting in or other enforcement by the Lender of all or any of the Charged Assets.
- 14.2 The Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in Clause 15.1.

15 Expenses

- 15.1 The Chargor binds and obliges itself for the whole expenses of completing and enforcing the security granted by this Share Charge and the expenses of any discharge thereof.
- 15.2 All costs, charges and expenses incurred and all payments made by the Lender under this Share Charge in the lawful exercise of the powers conferred by this Share Charge, whether or not occasioned by any act, neglect or default of the Chargor, shall carry interest from the date of the same being incurred or becoming payable at the Default Rate. The amount of all such costs, charges, expenses and payments and all interest thereon and all remuneration payable under this Share Charge shall be payable by the Chargor on demand and shall be a Secured Liability.

16 Indemnity

- 16.1 The Lender, any Receiver and every attorney, manager, agent or other person appointed by the Lender or any Receiver in connection with this Share Charge shall be entitled to be indemnified

out of the Charged Assets in respect of all liabilities and expenses incurred by it in the execution or purported execution of any of the powers, authorities or discretions vested in it pursuant to this Share Charge 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 and the Lender, any Receiver or any such other person may retain and pay all sums in respect of the same out of any monies received under the powers conferred by this Share Charge.

- 16.2 The indemnity under Clause 16.1 shall not apply to the extent that any such liability, cost, loss and/or expense arises as a result of the willful default or gross negligence of the Lender or any Receiver.

17 Avoidance of payments

Any amount which has been paid by the Chargor to the Lender and which is, in the opinion of the Lender, capable of being reduced or restored or otherwise avoided, in whole or in part, in the liquidation or administration of the Chargor shall not be regarded as having been irrevocably paid for the purposes of this Share Charge.

18 Notices

Any communication to be made under or in connection with this Share Charge shall be made in accordance with Clause 22 of the Facility Agreement.

19 Third Parties

No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Lender or any Receiver to exercise any of the powers hereby conferred has arisen or not or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such power.

20 Assignment

- 20.1 The Lender may at any time assign or transfer any of its rights and/or obligations under this Share Charge.
- 20.2 The Chargor may not assign any of its rights and/or obligations under this Share Charge.

21 Definitions

- 21.1 In this Share Charge words and expressions defined in the Facility Agreements shall have the same meaning and in addition:

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

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

- 21.1.3 **"Charged Assets"** means the Shares and all Related Rights in respect of the Shares;
- 21.1.4 **"the Company"** means 55VS No 2 Limited (registered number 08773993) and having its registered office at Markerstudy House, 45 Westerham Road, Bessels Green, Sevenoaks, Kent, TN13 2QB;
- 21.1.5 **"Default Rate"** shall have the same meaning as given to that term in the Facility Agreement;
- 21.1.6 **"Facility Agreement"** means the agreement between, *inter alia*, the Company and the Lender dated on or around the date of this Deed in terms of which the Lender has agreed to make certain loan facilities available to the Company;
- 21.1.7 **"Insolvency Act"** means the Insolvency Act 1986;
- 21.1.8 **"Interest"** means interest at the rate(s) applicable to the Secured Liabilities;
- 21.1.9 **"Receiver"** means an administrative receiver, receiver and manager or a receiver in each case appointed under this Share Charge;
- 21.1.10 **"Related Rights"** means all stocks, shares, warrants, securities, rights, moneys or property (including the dividends, interest or income thereon or therefrom) which may at any time accrue or be offered or arise by way of redemption, purchase, bonus, preference, option or otherwise in respect of or derived from any of the Shares or any derivatives thereof including the proceeds of any sale of any of the Shares;
- 21.1.11 **"Secured Liabilities"** means all and any of the moneys obligations and liabilities which are now or may at any time be due, owing or incurred in any manner whatsoever to the Lender by each Obligor, whether actually or contingently and whether solely or jointly with any other person and whether a principal or surety or in any other capacity and whether or not the Lender was an original party to the relevant transaction and in whatever name or style together with all interest (including without limitation default interest) accruing in respect of those obligations or liabilities;
- 21.1.12 **"Security"** means any floating charge, mortgage, standard security, assignment by way of security, assignation in security, charge, pledge, lien, hypothec, security interest or any other security agreement or arrangement having the effect of security; and
- 21.1.13 **"Shares"** means one ordinary share of £1.00 in the Company.

22 Interpretation

- 22.1 Unless otherwise indicated any reference in this Share Charge to:

- 22.1.1 a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (in each case whether or not having separate legal personality);
- 22.1.2 any person shall include that persons successor in title, permitted assigns or permitted transferees;
- 22.1.3 a provision of law is a reference to that provision as extended, applied, amended or re-enacted and includes any subordinate legislation;
- 22.1.4 words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- 22.1.5 a clause heading is a reference to a clause or sub-clause of this Share Charge and is for ease of reference only;
- 22.1.6 the Schedule is a reference to the Schedule annexed to this Share Charge which shall include the Schedule;
- 22.1.7 this Share Charge (and any provisions of it) or any other document referred to in this Share Charge shall be construed as references to it for the time being as amended, varied, supplemented, restated, substituted or novated from time to time.
- 22.2 The parties intend that this document shall take effect as a deed.
- 22.3 If there is any conflict or inconsistency between the terms of this Charge and the terms of the Facility Agreement, the terms of the Facility Agreement shall prevail, so far as permitted by law.

23 Governing law and jurisdiction

This Share Charge shall be governed by, and construed in all respects in accordance with, the law of England and, for the benefit of the Lender, the Chargor irrevocably submits to the non-exclusive jurisdiction of the English Courts but without prejudice to the ability of the Lender, to proceed against the Chargor in any other appropriate jurisdiction.

24 Certificates

A certificate signed by any official, manager or equivalent account officer of the Lender shall, in the absence of manifest error, conclusively determine the Secured Liabilities at any relevant time.

This Share Charge has been executed by the Chargor and 55VS No 2 Limited as a deed and signed by the Lender and shall take effect on the day and year stated at the beginning of this document:

EXECUTED and DELIVERED as)
a DEED by 55VS NO 1 LIMITED)
acting by one director)
in the presence of:)

Director

Signature of Witness

Name: *Samantha Poinan*
Address: *one southampton St WARRIOR*
Occupation: *executive Receptionist*

EXECUTED and DELIVERED as)
a DEED by 55VS NO 2 LIMITED)
acting by one director)
in the presence of:)

Director

Signature of Witness

Name: *Samantha Poinan*
Address: *one southampton St WARRIOR*
Occupation: *executive Receptionist*

Executed and Delivered as a deed by
SECURE TRUST BANK PLC acting by two duly
appointed Attorneys under a Power of Attorney
dated 28 June 2021

Attorney

Attorney

24 Certificates

A certificate signed by any official, manager or equivalent account officer of the Lender shall, in the absence of manifest error, conclusively determine the Secured Liabilities at any relevant time.

This Share Charge has been executed by the Chargor and 55VS No 2 Limited as a deed and signed by the Lender and shall take effect on the day and year stated at the beginning of this document:

EXECUTED and DELIVERED as)
a DEED by 55VS NO 1 LIMITED)
acting by one director)
in the presence of:)

.....
Director

.....
Signature of Witness

Name:
Address:
Occupation:

EXECUTED and DELIVERED as)
a DEED by 55VS NO 2 LIMITED)
acting by one director)
in the presence of:)

.....
Director

.....
Signature of Witness

Name:
Address:
Occupation:

Executed and Delivered as a deed by
SECURE TRUST BANK PLC acting by two duly
appointed Attorneys under a Power of Attorney
dated 28 June 2021

.....
Attorney

.....
Attorney