



Registration of a Charge

Company name: **BLUE BEAR MANAGEMENT LIMITED**

Company number: **10239690**



X836U8DD

Received for Electronic Filing: **11/04/2019**

Details of Charge

Date of creation: **04/04/2019**

Charge code: **1023 9690 0003**

Persons entitled: **RM SECURED DIRECT LENDING PLC**

Brief description: **THE COMPANY CHARGES BY WAY OF FIRST LEGAL MORTGAGE ALL ITS REAL PROPERTY, INCLUDING THE FREEHOLD PROPERTY KNOWN AS GREYFRIARS HOUSE, GREYFRIARS LANE, COVENTRY CV1 2GW AND WITH TITLE NUMBER WM826819. FOR FURTHER INFORMATION, PLEASE SEE CLAUSE 2.3 AND SCHEDULE 1 OF THE INSTRUMENT.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT 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: **OLIVER ABEL SMITH**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10239690

Charge code: 1023 9690 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th April 2019 and created by BLUE BEAR MANAGEMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th April 2019 .

Given at Companies House, Cardiff on 15th April 2019

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**

Date: 4 April 2019

Blue Bear Management Limited

as Chargor

and

RM Secured Direct Lending plc

as Secured Party

Security Agreement

Contents

No	Heading	Pages
		1
1.	Definitions and Interpretation	
2.	Creation of Security	3
3.	Restrictions on Dealings	6
4.	Land	6
5.	Investments	8
6.	Accounts	9
7.	Insurances	10
8.	Other Contracts	10
9.	When Security Becomes Enforceable	10
10.	Enforcement of Security	11
11.	Receiver	12
12.	Powers of Receiver	13
13.	Application of Proceeds	15
14.	Expenses and Indemnity	15
15.	Delegation	16
16.	Further Assurances	16
17.	Power of Attorney	16
18.	Miscellaneous	17
19.	Release	17
20.	Governing law	17
	Schedule 1	18
	Real Property	18
	Schedule 2	19
	Forms of Letter for Occupational Tenants	19
	Part 1	19
	Part 2	21

Schedule 3	22
Forms of Letter for Account Bank (Relevant Account)	22
Part 1	22
Part 2	24
Schedule 4	25
Forms of Letter for Account Bank (General Account)	25
Part 1	25
Part 2	26
Schedule 5	27
Forms of Letter for Insurers	27
Part 1	27
Part 2	29
Schedule 6	30
Forms of Letter for Other Contracts	30
Part 1	30
Part 2	31

THIS DEED is dated 4 April 2019 and is made

BETWEEN:

- (1) **BLUE BEAR MANAGEMENT LIMITED**, a company registered in England and Wales (registered number 10239690) whose registered office is at Fulford House, Newbold Terrace, Leamington Spa, Warwickshire CV32 4EA (the "**Chargor**"); and
- (2) **RM SECURED DIRECT LENDING PLC**, a company registered in England and Wales (registered number 10449530) whose registered office is at Mermaid House, 2 Puddle Dock, London EC4V 3DB (the "**Secured Party**").

BACKGROUND

- (A) The Chargor enters into this Deed in connection with the Facility Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Deed:

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

"**Facility Agreement**" means the up to £6,143,121 facility agreement dated on or about the date of this Deed between the Chargor and the Secured Party;

"**Floating Charge Asset**" means any Security Asset that is subject only to the Security created pursuant to Clause 2.11 (*Floating charge*);

"**Investments**" means all shares, stocks, debentures, bonds or other securities or investments owned by the Chargor or held by any nominee or trustee on its behalf;

"**Mortgaged Property**" means all freehold or leasehold property included in the definition of Security Asset;

"**Party**" means a party to this Deed;

"**Receiver**" means a receiver or receiver and manager or administrative receiver, in each case appointed under this Deed;

"**Relevant Contract**" means:

- (a) an appointment of an Operator;
- (b) an appointment of the Contractor and any Consultant; and
- (c) any other agreement designated as a Relevant Contract by the Chargor and the Secured Party;

"**Relevant Account**" means any Account other than the General Account;

"**Security Asset**" means any asset of the Chargor which is, or is expressed to be, subject to any Security created by this Deed;

"**Secured Liabilities**" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to the Secured Party under each Finance Document; and

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

1.2 Construction

- (a) Capitalised terms defined in the Facility Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- (b) The provisions of clause 1.2 (*Construction*) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement will be construed as references to this Deed.
- (c) Unless a contrary indication appears, a reference in this Deed to:
 - (i) a Finance Document or Transaction Document or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
 - (ii) any "**rights**" in respect of an asset includes:
 - (A) all amounts and proceeds paid or payable;
 - (B) all rights to make any demand or claim; and
 - (C) all powers, remedies, causes of action, security, guarantees and indemnities,in each case in respect of or derived from that asset;
 - (iii) any "**share**", "**stock**", "**debenture**", "**bond**" or "**other security**" or "**investment**" includes:
 - (A) any dividend, interest or other distribution paid or payable;
 - (B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,in each case in respect of that share, stock, debenture, bond or other security or investment; and
 - (iv) the term "**this Security**" means any Security created by this Deed.
- (d) Any covenant of the Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.

- (e) The terms of the other Finance Documents and of any other agreement or instrument between the Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (f) If the Secured Party considers that an amount paid to it under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

2. Creation of Security

2.1 General

- (a) The Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.
- (b) All the security created under this Deed:
 - (i) is created in favour of the Secured Party;
 - (ii) is created over present and future assets of the Chargor;
 - (iii) is security for the payment of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

2.2 Third party consents

- (a) If the rights of the Chargor under any Relevant Contract (the "**Document**") cannot be secured by the first Utilisation Date without the consent of any party that is not a Transaction Obligor:
 - (i) the Chargor must notify the Secured Party promptly;
 - (ii) this Security will constitute security over all proceeds and other amounts which the Chargor may receive, or has received, under the relevant Document but will exclude the Chargor's other rights under that Document; and

- (iii) the Chargor must use its reasonable endeavours to obtain the required consent or satisfy the relevant condition.
- (b) If the Chargor obtains the required consent:
 - (i) the Chargor must notify the Secured Party promptly;
 - (ii) all of the Chargor's rights under that Document will immediately be secured in accordance with Clause 2.9 (*Other contracts*); and
 - (iii) Clause 8 (*Other Contracts*) will apply to that Document.

2.3 Land

- (a) The Chargor charges;
 - (i) by way of a first legal mortgage all estates or interests in the real property specified in Schedule 1 (*Real Property*); and
 - (ii) (to the extent that they are not either the subject of a mortgage under paragraph (i) above or freehold or leasehold property in Scotland) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.
- (b) A reference in this Clause 2 to a mortgage or charge of any freehold or leasehold property includes:
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.4 Investments

The Chargor charges by way of a first fixed charge its interest in all its Investments.

2.5 Plant and machinery

To the extent that they are not the subject of a mortgage or a first fixed charge under Clause 2.3 (*Land*), the Chargor charges by way of a first fixed charge all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession.

2.6 Credit balances

The Chargor charges by way of a first fixed charge all of its rights in respect of any Relevant Account, any amount standing to the credit of any Relevant Account and the debt represented by it.

2.7 Book debts etc.

The Chargor charges by way of a first fixed charge:

- (a) all of its Subordinated Debt;

- (b) all of its book and other debts;
- (c) all other moneys due and owing to it; and
- (d) the benefit of all rights in relation to any item under paragraphs (a) to (c) above.

2.8 Insurances

- (a) The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest (together, the "**Insurance Rights**").
- (b) To the extent that they have not been effectively assigned under paragraph (a) above, the Chargor charges by way of a first fixed charge all of its Insurance Rights.

2.9 Other contracts

- (a) The Chargor:
 - (i) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:
 - (A) under each Lease Document;
 - (B) in respect of all Rental Income;
 - (C) under any guarantee of Rental Income contained in or relating to any Lease Document;
 - (D) under each Relevant Contract; and
 - (E) under any document, agreement or instrument to which it and any nominee or trustee is party in respect of an Investment; and
 - (ii) charges by way of a first fixed charge all of its rights under any other document, agreement or instrument to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause 2.
- (b) To the extent that they have not been effectively assigned under paragraph (a)(i) above, the Chargor charges by way of a first fixed charge all of its rights listed under paragraph (a)(i) above.

2.10 Miscellaneous

The Chargor charges by way of first fixed charge:

- (a) its goodwill;
- (b) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (c) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (b) above;
- (d) its uncalled capital; and

- (e) the benefit of all rights in relation to any item under paragraphs (a) to (d) above.

2.11 Floating charge

- (a) The Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this Clause 2.
- (b) Except as provided below, the Secured Party may by notice to the Chargor convert the floating charge created by this Clause 2.11 into a fixed charge as regards any of the Chargor's assets specified in that notice if:
 - (i) an Event of Default is continuing; or
 - (ii) the Secured Party considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) The floating charge created by this Clause 2.11 may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,under section 1A of the Insolvency Act 1986.
- (d) The floating charge created by this Clause 2.11 will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Secured Party receives notice of an intention to appoint an administrator.
- (e) The floating charge created by this Clause 2.11 is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3. Restrictions on Dealings

3.1 Security

Except as expressly allowed under the Facility Agreement or this Deed, the Chargor must not create or permit to subsist any Security on any Security Asset.

3.2 Disposals

Except as expressly allowed under the Facility Agreement or this Deed, the Chargor must not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset other than any Floating Charge Asset disposed of in the ordinary course of trade.

4. Land

4.1 Notices to tenants

The Chargor must:

- (a) serve a notice of assignment, substantially in the form of Part 1 of Schedule 2 (*Forms of Letter for Occupational Tenants*), on each tenant of the Mortgaged Property, such notice to be served:
 - (i) on the date of this Deed for all tenants in place on that date (if any); and
 - (ii) for any new tenant, promptly upon such tenant entering into a Lease Document; and
- (b) use reasonable endeavours to ensure that each such tenant acknowledges that notice, substantially in the form of Part 2 of Schedule 2 (*Forms of Letter for Occupational Tenants*).

4.2 Acquisitions

If the Chargor acquires any freehold or leasehold property in England and Wales after the date of this Deed it must:

- (a) notify the Secured Party immediately;
- (b) immediately on request by the Secured Party and at the cost of the Chargor, execute and deliver to the Secured Party a legal mortgage over that property in favour of the Secured Party in any form which the Secured Party may require;
- (c) if the title to that freehold or leasehold property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of this Security; and
- (d) if applicable, ensure that this Security is correctly noted against that title in the title register at the Land Registry.

4.3 Land Registry

The Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of RM Secured Direct Lending plc referred to in the charges register or their conveyancer. (Standard Form P)".

4.4 Deposit of title deeds

The Chargor must immediately:

- (a) Deposit with the Secured Party all deeds and documents necessary to show good and marketable title to any property referred to in Clause 4.2 (*Acquisitions*) (the "**Title Documents**");
- (b) procure that the Title Documents are held at the applicable Land Registry to the order of the Secured Party; or
- (c) procure that the Title Documents are held to the order of the Agent by a firm of solicitors approved by the Secured Party for that purpose.

5. Investments

5.1 Deposit

The Chargor must immediately:

- (a) deposit with the Secured Party, or as the Secured Party may direct, all certificates and other documents of title or evidence of ownership in relation to its Investments; and
- (b) execute and deliver to the Secured Party all share transfers and other documents which may be requested by the Secured Party in order to enable the Secured Party or its nominees to be registered as the owner of or otherwise obtain a legal title to its Investments.

5.2 Calls

- (a) The Chargor must pay all calls or other payments due and payable in respect of any of its Investments in accordance with the Facility Agreement.
- (b) If the Chargor fails to do so, the Secured Party may pay the calls or other payments in respect of any of its Investments on behalf of the Chargor. The Chargor must immediately on request reimburse the Secured Party for any payment made by the Secured Party under this Clause 5.2.

5.3 Other obligations in respect of Investments

- (a) The Chargor must promptly send a copy to the Secured Party of, and comply with all requests for, information which is within its knowledge and which are made under any law or regulation or any similar provision contained in any articles of association or other constitutional document, or by any listing or other authority, relating to any of its Investments. If it fails to do so, the Secured Party may elect to provide such information as it may have on behalf of the Chargor.
- (b) The Chargor must comply with all other conditions and obligations assumed by it in respect of any of its Investments.
- (c) The Secured Party is not obliged to:
 - (i) perform any obligation of the Chargor;
 - (ii) make any payment;
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor; or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,in respect of any of its Investments.

5.4 Voting rights

- (a) Before this Security becomes enforceable:
 - (i) the voting rights, powers and other rights in respect of its Investments will be exercised:

- (A) by the Chargor; or
 - (B) if exercisable by the Secured Party, in any manner which the Chargor may direct the Secured Party in writing; and
- (ii) all dividends, distributions or other income paid or payable in relation to any of its Investments in accordance with the Facility Agreement must be paid into the General Account.
- (b) The Chargor must indemnify the Secured Party against any loss or liability incurred by the Secured Party as a consequence of the Secured Party acting in respect of any of its Investments as permitted by this Deed on the direction of the Chargor.
- (c) After this Security has become enforceable, the Secured Party may exercise (in the name of the Chargor and without any further consent or authority on the part of the Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise.

6. Accounts

6.1 General

In this Clause 6 "**Account Bank**" means a person with whom an Account is maintained under the Facility Agreement.

6.2 Book debts and receipts

- (a) The Chargor must get in and realise its:
 - (i) Rental Income and other amounts due from tenants or any other occupiers of the Mortgaged Property; and
 - (ii) book and other debts and other moneys due and owing to it,

in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an Account if required in accordance with paragraph (b) below) on trust for the Secured Party.
- (b) The Chargor must, except to the extent that the Secured Party otherwise agrees, pay all the proceeds of the getting in and realisation into an Account in accordance with the Facility Agreement.

6.3 Notices of charge

The Chargor must:

- (a) immediately serve a notice of charge, substantially in the form of Part 1 of Schedule 3 (*Form of letter for Account Bank (Relevant Account)*), on each Account Bank with which a Relevant Account is held;
- (b) immediately serve a notice of charge, substantially in the form of Part 1 of Schedule 4 (*Form of letter for Account Bank (General Account)*), on each Account Bank with which a General Account is held; and

- (c) use reasonable endeavours to ensure that each Account Bank acknowledges the notice, substantially in the form of Part 2 of Schedule 3 (*Form of letter for Account Bank (Relevant Account)*) or substantially in the form of Part 2 of Schedule 4 (*Form of letter for Account Bank (General Account)*) (as appropriate).

7. Insurances

The Chargor must:

- (a) immediately serve a notice of assignment, substantially in the form of Part 1 of Schedule 4 (*Forms of Letter for Insurers*), on each counterparty to an Insurance (including the insurer in respect of the ROL Insurance Policy); and
- (b) use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (*Forms of Letter for Insurers*).

8. Other Contracts

The Chargor must, at the request of the Secured Party:

- (a) immediately serve a notice of assignment or charge (as applicable), substantially in the form of Part 1 of Schedule 6 (*Forms of Letter for Other Contracts*), on each counterparty to a contract listed in Clause 2.9 (*Other contracts*); and
- (b) use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 6 (*Forms of Letter for Other Contracts*).

9. When Security Becomes Enforceable

9.1 Event of Default

This Security will become immediately enforceable if an Event of Default occurs and is continuing.

9.2 Discretion

After this Security has become enforceable, the Secured Party may enforce all or any part of this Security in any manner it sees fit or as instructed in accordance with the Facility Agreement.

9.3 Statutory powers

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

9.4 Secured Party may exercise powers or a Receiver

After this Security has become enforceable the Secured Party may exercise all the rights, powers and discretions conferred on a Receiver by this Deed, the Act, the Insolvency Act 1986 or otherwise by law, without first appointing a Receiver or notwithstanding the appointment of a Receiver.

10. Enforcement of Security

10.1 General

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (c) The statutory powers of leasing conferred on the Secured Party are extended so as to authorise the Secured Party to lease, make agreements for leases, accept surrenders of leases and grant options as the Secured Party may think fit and without the need to comply with any provision of section 99 or section 100 of the Act.

10.2 No liability as mortgagee in possession

Neither the Secured Party nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

10.3 Privileges

The Secured Party and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

10.4 Protection of third parties

No person (including a purchaser) dealing with the Secured Party or a Receiver or its or his/her agents will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Secured Party or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Finance Documents; or
- (d) how any money paid to the Secured Party or to that Receiver is to be applied.

10.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Secured Party may:
 - (i) redeem any prior Security against any Security Asset; and/or
 - (ii) procure the transfer of that Security to itself; and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.
- (b) The Chargor must pay to the Secured Party, immediately on demand, the costs and expenses incurred by the Secured Party in connection with any such redemption and/or transfer, including the payment of any principal or interest.

10.6 Contingencies

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Secured Party (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

10.7 Financial collateral

- (a) To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of the Chargor under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Secured Party will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.
- (b) Where any financial collateral is appropriated:
 - (i) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
 - (ii) in any other case, its value will be such amount as the Secured Party reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it,

and the Secured Party will give credit for the proportion of the value of the financial collateral appropriated to its use.

11. Receiver

11.1 Appointment of Receiver

- (a) Except as provided below, the Secured Party may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (i) this Security has become enforceable; or
 - (ii) the Chargor so requests to the Secured Party at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Secured Party is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.
- (e) The Secured Party may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Secured Party is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

11.2 Removal

The Secured Party may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

11.3 Remuneration

The Secured Party may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act will not apply.

11.4 Agent of the Chargor

- (a) A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.
- (b) The Secured Party will not incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

11.5 Relationship with Secured Party

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Secured Party in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

12. Powers of Receiver

12.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause 12 in addition to those conferred on it by any law. This includes:
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

12.2 Possession

A Receiver may take immediate possession of, get in and realise any Security Asset.

12.3 Carry on business

A Receiver may carry on any business of the Chargor in any manner he/she thinks fit.

12.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he/she thinks fit.
- (b) A Receiver may discharge any person appointed by the Chargor.

12.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he/she thinks fit.

12.6 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.
- (b) The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Chargor.

12.7 Leases

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he/she thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he/she thinks fit (including the payment of money to a lessee or tenant on a surrender).

12.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Security Asset.

12.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he/she thinks fit.

12.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

12.11 Subsidiaries

A Receiver may form a Subsidiary of the Chargor and transfer to that Subsidiary any Security Asset.

12.12 Delegation

A Receiver may delegate his/her powers in accordance with this Deed.

12.13 Lending

A Receiver may lend money or advance credit to any person.

12.14 Protection of assets

A Receiver may:

- (a) effect any repair or insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) commence and/or complete any building operation; and
- (c) apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he/she thinks fit.

12.15 Other powers

A Receiver may:

- (a) do all other acts and things which he/she may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and
- (c) use the name of the Chargor for any of the above purposes.

13. Application of Proceeds

All amounts from time to time received or recovered by the Secured Party or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Security will be held by the Secured Party and applied in accordance with the Facility Agreement. This Clause 13:

- (a) is subject to the payment of any claims having priority over this Security; and
- (b) does not prejudice the right of the Secured Party to recover any shortfall from the Chargor.

14. Expenses and Indemnity

The Chargor must:

- (a) immediately on demand pay to the Secured Party the amount of all costs and expenses (including legal fees) incurred by the Secured Party in connection with this Deed including any arising from any actual or alleged breach by any person of any law or regulation; and

- (b) keep the Secured Party indemnified against any failure or delay in paying those costs or expenses.

15. Delegation

15.1 Power of Attorney

The Secured Party or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed.

15.2 Terms

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Secured Party or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Secured Party.

15.3 Liability

Neither the Secured Party nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

16. Further Assurances

- (a) The Chargor must promptly, at its own expense, take whatever action the Secured Party or a Receiver may require for:
 - (i) creating, perfecting or protecting any security over any Security Asset; or
 - (ii) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Secured Party or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.
- (b) The action that may be required under paragraph (a) above includes:
 - (i) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Secured Party or to its nominees; or
 - (ii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Secured Party may consider necessary or desirable.

17. Power of Attorney

The Chargor, by way of security, irrevocably and severally appoints the Secured Party, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of the Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of the Chargor under or pursuant to this Deed or generally for enabling the Secured Party or any Receiver to exercise the respective powers conferred on them under this Deed or by law. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 17.

18. Miscellaneous

18.1 Continuing Security

This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

18.2 Tacking

The Secured Party must perform its obligations under the Facility Agreement (including any obligation to make available further advances).

18.3 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, the Secured Party may open a new account with the Chargor.
- (b) If the Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to the Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

18.4 Time deposits

Without prejudice to any right of set-off the Secured Party may have under any other Finance Document or otherwise, if any time deposit matures on any account the Chargor has with the Secured Party within the Security Period when:

- (a) this Security has become enforceable; and
- (b) no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which the Secured Party considers appropriate.

19. Release

At the end of the Security Period, the Secured Party must, at the request and cost of the Chargor, take whatever action is necessary to release its Security Assets from this Security.

20. Governing law

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

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

Schedule 1

Real Property

The freehold property known as Greyfriars House, Greyfriars Lane, Coventry CV1 2GW and with title number WM826819

Schedule 2

Forms of Letter for Occupational Tenants

Part 1

Notice to Occupational Tenant

To: [Occupational tenant]

Copy: RM Secured Direct Lending plc

[Date]

Dear Sirs,

Re: [Property address]

Security Agreement dated [•] 2019 between Blue Bear Management Limited and RM Secured Direct Lending plc (the "Security Agreement")

We refer to the lease dated [•] and made between [•] and [•] (the "**Lease**").

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely (subject to a proviso for re-assignment on redemption) to RM Secured Direct Lending plc (the "**Secured Party**") all our rights under the Lease.

We confirm that:

- (a) we will remain liable under the Lease to perform all the obligations assumed by us under the Lease; and
- (b) none of the Secured Party, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Lease.

We will also remain entitled to exercise all our rights, powers and discretions under the Lease, and you should continue to give notices under the Lease to us, unless and until you receive notice from the Secured Party to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and all notices must be given to, the Secured Party or as it directs.

We irrevocably instruct and authorise you to pay all rent and all other moneys payable by you under the Lease to our account with [•] at [•], Account No. [•], Sort Code [•] (the "**Rent Account**").

The instructions in this letter apply until you receive notice from the Secured Party to the contrary and notwithstanding any previous instructions given by us.

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

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Secured Party at [address] with a copy to us.

Yours faithfully,

.....

(Authorised Signatory)

Blue Bear Management Limited

Part 2

Acknowledgement of Occupational Tenant

To: RM Secured Direct Lending plc

Attention: [•]

[Date]

Dear Sirs,

Re: [Property address]

Security Agreement dated [•] 2019 between Blue Bear Management Limited and RM Secured Direct Lending plc (the "Security Agreement")

We confirm receipt from Blue Bear Management Limited (the "**Chargor**") of a notice dated [•] (the "**Notice**") in relation to the Lease (as defined in the Notice).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received any notice of any prior security over the Lease or that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Lease;
- (c) must pay all rent and all other moneys payable by us under the Lease into the Rent Account (as defined in the Notice); and
- (d) must continue to pay those moneys into the Rent Account (as defined in the Notice) until we receive your written instructions to the contrary.

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

Yours faithfully,

.....

For

[Occupational tenant]

Schedule 3

Forms of Letter for Account Bank (Relevant Account)

Part 1

Notice to Account Bank

To: [Account Bank]

Copy: RM Secured Direct Lending plc

[Date]

Dear Sirs,

Security Agreement dated [•] 2019 between Blue Bear Management Limited and RM Secured Direct Lending plc (the "Security Agreement")

This letter constitutes notice to you that under the Security Agreement we have charged (by way of a first fixed charge) in favour of RM Secured Direct Lending plc (the "**Secured Party**") all our rights in respect of any account, and any amount standing to the credit of the following accounts, each maintained by us with you:

(a) [•]

(together, the "**Accounts**").

We irrevocably instruct and authorise you to:

- (a) disclose to the Secured Party any information relating to any Account requested from you by the Secured Party;
- (b) comply with the terms of any written notice or instruction relating to any Account received by you from the Secured Party;
- (c) hold all sums standing to the credit of any Account to the order of the Secured Party; and
- (d) pay or release any sum standing to the credit of any such Account in accordance with the written instructions of the Secured Party.

We are not permitted to withdraw any amount from any Account without the prior written consent of the Secured Party.

We acknowledge that you may comply with the instructions in this letter without any further permission from us.

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

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Secured Party at [address] with a copy to us.

Yours faithfully,

.....

(Authorised Signatory)

Blue Bear Management Limited

Part 2

Acknowledgement of Account Bank

To: RM Secured Direct Lending plc

Copy: Blue Bear Management Limited

[Date]

Dear Sirs,

Security Agreement dated [•] 2019 between Blue Bear Management Limited and RM Secured Direct Lending plc (the "Security Agreement")

We confirm receipt from Blue Bear Management Limited (the "**Chargor**") of a notice dated [•] (the "**Notice**") of a charge upon the terms of the Security Agreement over all the rights of the Chargor to any amount standing to the credit of the following accounts maintained by the Chargor with us: *[list all accounts]* (the "**Accounts**").

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of any prior security over, or the interest of any third party in, any Account;
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Account; and
- (d) will not permit any amount to be withdrawn from any Account (as defined in the Notice) without your prior written consent.

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

Yours faithfully,

.....

(Authorised signatory)

[Account Bank]

Schedule 4

Forms of Letter for Account Bank (General Account)

Part 1

Notice to Account Bank

To: [Account Bank]

Copy: RM Secured Direct Lending plc

[Date]

Dear Sirs,

Security Agreement dated [•] 2019 between Blue Bear Management Limited and RM Secured Direct Lending plc (the "Security Agreement")

This letter constitutes notice to you that under the Security Agreement we have charged (by way of a first floating charge) in favour of [Secured Party] (the "**Secured Party**") all our rights in respect of [*list details of General Account*], and any amount standing to the credit of such account, maintained by us with you (the "**General Account**").

We irrevocably instruct and authorise you to:

- (a) disclose to the Secured Party any information relating to the General Account requested from you by the Secured Party; and
- (b) comply with the terms of any written notice or instruction relating to the General Account received by you from the Secured Party.

We are permitted to withdraw any amount from the General Account for any purpose unless and until you receive a notice from the Secured Party to the contrary stating that we are no longer permitted to withdraw any amount from the General Account without its consent. If and from the date on which you receive any such notice, we will not be permitted to withdraw any amount from the General Account without the prior written consent of the Secured Party.

We acknowledge that you may comply with the instructions in this letter without any further permission from us. The instructions in this letter may not be revoked or amended without the prior written consent of the Secured Party.

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Secured Party at [address] with a copy to us.

Yours faithfully,

.....

(Authorised Signatory)

Blue Bear Management Limited

Part 2

Acknowledgement of Account Bank

To: RM Secured Direct Lending plc

Copy: Blue Bear Management Limited

[Date]

Dear Sirs,

Security Agreement dated [•] 2019 between Blue Bear Management Limited and RM Secured Direct Lending plc (the "Security Agreement")

We confirm receipt from Blue Bear Management Limited (the "**Chargor**") of a notice dated [•] (the "**Notice**") of a charge upon the terms of the Security Agreement over all the rights of the Chargor to any amount standing to the credit of the Chargor's account with us with the following details: *[insert detail of General Account]* (the "**General Account**").

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of any prior security over, or the interest of any third party in, the General Account;
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of the General Account; and
- (d) will comply with any notice we may receive from the Secured Party in respect of the General Account.

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

Yours faithfully,

.....

(Authorised signatory)

[Account Bank]

Schedule 5

Forms of Letter for Insurers

Part 1

Notice to Insurer

To: [Insurer]

Copy: RM Secured Direct Lending plc

[Date]

Dear Sirs,

Security Agreement dated [•] 2019 between Blue Bear Management Limited and RM Secured Direct Lending plc (the "Security Agreement")

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely, subject to a proviso for re-assignment on redemption, to RM Secured Direct Lending plc (the "**Secured Party**") all our rights in respect of *[insert details of contract of insurance]* (the "**Insurance**").

We confirm that:

- (a) we will remain liable under the Insurance to perform all the obligations assumed by us under the Insurance; and
- (b) none of the Secured Party, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance (unless, and to the extent, otherwise expressly provided for in the Insurance).

We will also remain entitled to exercise all our rights, powers and discretions under the Insurance, and you should continue to give notices and make payments under the Insurance to us (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Secured Party in respect of the Insurance), unless and until you receive notice from the Secured Party to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Secured Party or as it directs (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Secured Party in respect of the Insurance).

[We irrevocably instruct and authorise you to pay all proceeds in respect of the Insurance and all moneys payable by you under the Insurance to our account with [•] at [•], Account No. [•], Sort Code [•] (the "**Proceeds Account**").]¹

We irrevocably instruct and authorise you to disclose to the Secured Party any information relating to the Insurance requested from you by the Secured Party.

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

¹ To be included in the notice to the insurer in respect of the ROL Insurance Policy

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Secured Party at [address] with a copy to us.

Yours faithfully,

.....

(Authorised signatory)

Blue Bear Management Limited

Part 2

Acknowledgement of Insurer

To: RM Secured Direct Lending plc

Copy: Blue Bear Management Limited

[Date]

Dear Sirs,

Security Agreement dated [•] 2019 between Blue Bear Management Limited and RM Secured Direct Lending plc (the "Security Agreement")

We confirm receipt from Blue Bear Management Limited (the "**Chargor**") of a notice dated [•] (the "**Notice**") of an assignment on the terms of the Security Agreement of all the Chargor's rights in respect of *[insert details of the contract of insurance]* (the "**Insurance**").

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice; [and]
- (b) will give notices and make payments under the Insurance as directed in the Notice; [and]
- (c) must continue to pay those moneys into the Proceeds Account (as defined in the Notice) until we receive your written instructions to the contrary.]²

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

Yours faithfully,

.....

(Authorised signatory)

[Insurer]

² To be included in the notice to the insurer in respect of the ROL Insurance Policy

Schedule 6

Forms of Letter for Other Contracts

Part 1

Notice to Counterparty

To: [Contract Counterparty]

Copy: RM Secured Direct Lending plc

[Date]

Dear Sirs,

Security Agreement dated [•] 2019 between Blue Bear Management Limited and RM Secured Direct Lending plc (the "Security Agreement")

This letter constitutes notice to you that under the Security Agreement we have [assigned absolutely, subject to a proviso for re-assignment on redemption,]/[charged by way of a first fixed charge] to RM Secured Direct Lending plc (the "**Secured Party**") all our rights in respect of [insert details of contract] (the "**Contract**").

We confirm that:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (b) none of the Secured Party, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices and make payments under the Contract to us, unless and until you receive notice from the Secured Party to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Secured Party or as it directs.

We irrevocably instruct and authorise you to disclose to the Secured Party any information relating to the Contract requested from you by the Secured Party. The instructions in this letter may not be revoked or amended without the prior written consent of the Secured Party.

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Secured Party at [address] with a copy to us.

Yours faithfully,

.....

(Authorised signatory)

Blue Bear Management Limited

Part 2

Acknowledgement of Counterparty

To: RM Secured Direct Lending plc

Copy: Blue Bear Management Limited

[Date]

Dear Sirs,

Security Agreement dated [•] 2019 between Blue Bear Management Limited and RM Secured Direct Lending plc (the "Security Agreement")

We confirm receipt from Blue Bear Management Limited (the "**Chargor**") of a notice dated [•] (the "**Notice**") of [an assignment]/[fixed charge] on the terms of the Security Agreement of all the Chargor's rights in respect of [insert details of the contract] (the "**Contract**").

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice; and
- (b) will give notices and make payments under the Contract as directed in the Notice.

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

Yours faithfully,

.....

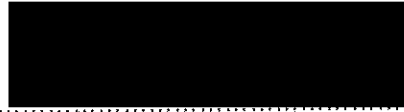
(Authorised signatory)

[Contract counterparty]

Signatories

Chargor

EXECUTED as a DEED by BLUE BEAR MANAGEMENT
LIMITED acting by a director in the presence of:



Signature of director

Signature of witness



Print name MICHAEL JONATHAN LINFORD

Address 41 CHURCH ST

BIRMINGHAM

B3 2RT

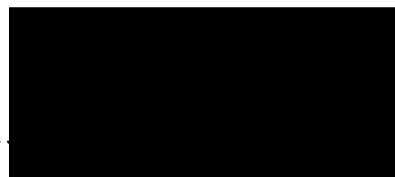
Occupation SOLICITOR

Secured Party

EXECUTED as a DEED by RM SECURED DIRECT LENDING

PLC acting by a director in the presence of its attorney
RM CAPITAL MARKETS LIMITED pursuant to a

Power of Attorney dated 20 March 2019,
acting by its director Pietro Nicholls,
in the presence of:



Director

Signature of witness

Authorized Signatory

Print name Thomas Le Grix de la Solle

Address 108 B Northlake Road

..... SW11 6QP

..... London, UK

Occupation Investment Management