



Registration of a Charge

Company name: **DR 122 LIMITED**

Company number: **10404691**



X839FVR4

Received for Electronic Filing: **12/04/2019**

Details of Charge

Date of creation: **09/04/2019**

Charge code: **1040 4691 0003**

Persons entitled: **OAKNORTH 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: **GATELEY PLC**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10404691

Charge code: 1040 4691 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th April 2019 and created by DR 122 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th 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**

◆ Gateley Plc

DATED 9 April 2019 ~~2018~~

- (1) DR 122 LIMITED
- (2) ER 122 LIMITED
- (3) GL (SLOUGH) LIMITED
- (4) BECKINGFORD ESTATES LIMITED
- (5) OAKNORTH BANK ~~LIMITED~~ *DIC GpLc*

SUBORDINATED CREDITOR'S SECURITY AGREEMENT

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DATE 9 April 2019 2018

PARTIES

- (1) **DR 122 LIMITED** a company incorporated and registered in England and Wales (registered number 10404689) whose registered address is at 5th Floor 89 New Bond Street, London, England, W1S 1DA; G PLC
- (2) **ER 122 LIMITED**, a company incorporated and registered in England and Wales (registered number 10404689) whose registered address is at 5th Floor 89 New Bond Street, London, England, W1S 1DA; G PLC
- (3) **GL (SLOUGH) LIMITED** a limited liability partnership incorporated and registered in England and Wales (registered number 10408881) whose registered address is Acre House, 11/15 William Road, London, United Kingdom, NW1 3E
(together the **Chargors** and each a **Chargor**);
- (4) **BECKINGFORD ESTATES LIMITED**, a company incorporated and registered in England and Wales (registered number 09423030) whose registered address is at 5th Floor 89 New Bond Street, London, England, W1S 1DA (the **Borrower**); and
- (5) **OAKNORTH BANK LIMITED** as security trustee for each of the Finance Parties (the "Security Trustee"). PLC G PLC

IT IS AGREED

1. **DEFINITIONS AND INTERPRETATION**
2. Terms defined in the Offer Letter shall, unless otherwise defined in this Deed or unless a contrary intention appears, bear the same meaning when used in this Deed and the following terms shall have the following meanings:

Administrator

any person appointed to be an administrator of a Chargor pursuant to paragraph 14 of Schedule B1 Insolvency Act;

Business Day

any day (other than a Saturday or Sunday) during which banks are open for general business in London;

Charged Assets

all property and assets from time to time charged by or pursuant to this security agreement (and references to the Charged Assets shall include any part of them);

Default Interest

any interest accruing in accordance with clause 4;

Delegate

any delegate, agent, attorney or trustee appointed by the Security Trustee;

Event of Default

has the meaning given to that term in the Offer Letter;

Finance Documents

has the meaning given to that term in the Offer Letter;

Interest Payment Date

has the meaning given to that term in the Offer Letter;

Insolvency Act

the Insolvency Act 1986;

LPA

Law of Property Act 1925;

Offer Letter

loan offer letter to the Borrower from the Security Trustee consisting of the particulars and the conditions dated ~~on or about the date of this Deed~~ **28 June 2018**

Party

a party to this security agreement;

Receiver

any receiver, manager or receiver and manager appointed by the Security Trustee under this security agreement;

Relevant Jurisdiction

in relation to the Chargor:

- (a) its jurisdiction of incorporation;
- (b) any jurisdiction where any Charged Asset is situated;
- (c) any jurisdiction where it conducts its business; and
- (d) the jurisdiction whose laws govern the perfection of any of the Security Documents entered into by it.

Secured Liabilities

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

Security

a mortgage, charge, pledge, trust, assignment by way of security, lien, hypothecation or other encumbrance, arrangement or security interest securing any obligation of any person or any other agreement or arrangement having a similar effect or any title retention rights or set-off rights created by agreement;

Spot Rate of Exchange

on a particular day, the spot rate of exchange of the Security Trustee, for the purchase of the relevant currency in the London foreign exchange market with sterling at or about 10.00am (London time) on such day;

Subordinated Debt

means any monies, obligations and liabilities (whether actual or contingent, whether incurred solely or jointly with any other person and whether incurred as principal or surety) now or in the future due, owing or incurred by the Borrower to any Subordinated Creditor in any currency, together with all interest on any of the same, and all costs, charges and expenses incurred in connection with any of the same;

Subordinated Debt Documentation

means the documents specified in schedule 1 (*Subordinated Debt Documentation*) and all other agreements and/or security evidencing or recording the terms of the Subordinated Debt from time to time;

Subordination Agreement

has the meaning given to the term in the Offer Letter; and

Taxes

any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same); and

VAT

has the meaning given to that term in the Offer Letter.

- 2.1 In this security agreement, unless a contrary indication appears, a reference to:
- 2.1.1 a clause or a schedule is, unless otherwise stated, a reference to a clause of, or a schedule to, this security agreement;
 - 2.1.2 a paragraph is, unless otherwise stated, a reference to a paragraph of a schedule;
 - 2.1.3 a provision of law includes a reference to that provision as replaced, modified or re-enacted from time to time and any subordinate legislation made under that statutory provision from time to time, in each case whether before or after the date of this security agreement;
 - 2.1.4 a person includes any individual, firm, company, corporation, government, state or agency of state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
 - 2.1.5 a "Party", the "Chargor", or the "Security Trustee" shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - 2.1.6 "continuing" shall have the meaning given to it in the Offer Letter;
 - 2.1.7 "disposal" includes any sale, transfer, assignment, grant, lease, licence, declaration of trust or other disposal, whether voluntary or involuntary and "dispose" will be construed accordingly;
 - 2.1.8 a company shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
 - 2.1.9 writing shall include any mode of reproducing words in a legible and non-transitory form;
 - 2.1.10 this security agreement or any provision of this security agreement or any other agreement, document or instrument is to this security agreement, that provision or that agreement, document or instrument as amended, novated, supplemented, extended or restated; and
 - 2.1.11 a time of day is a reference to London time.
- 2.2 The schedule forms part of this security agreement and has the same effect as if expressly set out in the body of this security agreement and shall be interpreted and construed as though they were set out in this security agreement.
- 2.3 The contents table and headings in this security agreement are for convenience only and do not affect the interpretation or construction of this security agreement.
- 2.4 Words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 2.5 The words "other", "include", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.
- 2.6 "£" and "sterling" denotes lawful currency of the United Kingdom.
- 2.7 Capitalised words used but not defined in this security agreement shall have the meanings given to them in the Offer Letter.
3. **COVENANT TO PAY**
4. Subject always to clause 6 (*Limit*) each Chargor covenants that it shall on demand pay to the Security Trustee all monies and discharge all obligations and liabilities now or hereafter due, owing or incurred by it or any Obligor to any Secured Party in each case when the

same becomes due for payment or discharge, whether by acceleration or otherwise, and whether such monies, obligations or liabilities are express or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to a Secured Party or purchased (whether by assignment or otherwise) or acquired in any other way by it; denominated in sterling or any other currency; or incurred on any current or other banking account or in any other manner whatsoever.

5. **DEFAULT INTEREST**

Any amount which is not paid under this security agreement when due shall bear interest (both before and after judgment and payable on demand) from its due date to the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the rate specified in clause 8.5 (*Default interest*) of the Offer Letter.

6. **FIXED CHARGE AND ASSIGNMENT**

6.1 **Fixed charges**

As a continuing security for the payment of the Secured Liabilities, each Chargor hereby, with full title guarantee, charges, and agrees to charge, in favour of the Security Trustee by way of first fixed charge (to the extent not effectively assigned under clause 6.2 (*Assignment*)) all its rights, title, benefit and interest (both present and future) in, to and under:

6.1.1 the Subordinated Debt;

6.1.2 the Subordinated Debt Documentation; and

6.1.3 all present and future claims, causes of action, payments and proceeds in respect thereof.

6.2 **Assignment**

As a continuing security for the payment of the Secured Liabilities, each Chargor hereby, with full title guarantee, **assigns and agrees to assign** absolutely (subject to the Subordination Agreement and a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities) in favour of the Security Trustee all the rights, title, interest and benefit (both present and future) of the Chargor in, and under:

6.2.1 the Subordinated Debt;

6.2.2 the Subordinated Debt Documentation; and

6.2.3 all present and future claims, causes of action, payments and proceeds in respect thereof.

7. **LIMIT**

Notwithstanding any other provision of the Finance Documents, it is expressly agreed and understood that:

7.1 the sole recourse of the Security Trustee to each Chargor under this security agreement is to that Chargor's interest in the Charged Assets;

7.2 the liability of each Chargor to the Security Trustee pursuant to or otherwise in connection with this security agreement shall be:

7.2.1 limited to an amount equal to that received by the Security Trustee or any Receiver or Delegate as a result of enforcement of this security agreement with respect to that Chargor's interest in the Charged Assets; and

7.2.2 satisfied only from the proceeds of sale or other disposal or realisation of the Charged Assets pursuant to this security agreement.

8. **NEGATIVE PLEDGE**

Each Chargor covenants with the Security Trustee that, during the continuance of the security created by this security agreement, it shall not without the prior written consent of the Security Trustee:

8.1 create, purport to create or permit to subsist any Security (other than the Security created by this security agreement) upon any part of the Charged Assets; or

sell, transfer, lease, licence, lend, part possession with, grant any interest in, or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of the Charged Assets.

- 8.3 Clauses 8.1 and 8.2 do not apply to any Security or arrangement which is expressly permitted under the terms of the Offer Letter.

9. **REPRESENTATIONS AND WARRANTIES**

- 9.1 Each Chargor represents and warrants to the Security Trustee that:

9.1.1 **Status**

- (a) it is a limited company or limited partnership (as appropriate) duly organised, validly existing and registered under the relevant laws of its jurisdiction of incorporation;
- (b) it has the power and all necessary governmental and other consents, approvals, licences and authorities to own its assets and carry on its business as it is being conducted;

9.1.2 **Authority**

it is empowered to enter into and perform its obligations contained in this security agreement and has taken all necessary action to authorise the execution, delivery and performance of this security agreement, to create the Security to be constituted by this security agreement and to observe and perform its obligations under this security agreement;

9.1.3 **Binding obligations**

subject to the Legal Reservations, the obligations expressed to be assumed by it in this security agreement are legal, valid, binding and enforceable obligations;

9.1.4 **Non-conflict with other obligations**

the entry into and performance by it of, and the transactions contemplated by, this security agreement and the granting of this security agreement and the Security constituted by this security agreement do not and will not conflict with:

- (a) subject to the Legal Reservations, any law or regulation applicable to it;
- (b) its constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument;

9.1.5 **Title to assets**

it is the sole legal and beneficial owner of the Charged Assets and the Charged Assets are free from any Security other than any Security created pursuant to this security agreement;

- 9.1.6 any consents to or approvals of this security agreement which are required have been obtained prior to the date of this security agreement;

9.2 **Matters represented**

The Chargor makes the representations and warranties given by it and set out in clause 9.1 on the date of this security agreement and they are deemed to be repeated on each Interest Payment Date during the continuance of the Security constituted by this security agreement.

10. **GENERAL COVENANTS OF THE CHARGORS**

The Chargor hereby covenants with the Security Trustee that it will:

10.1 **Comply with statutes**

in relation to its Charged Assets, procure and maintain in effect all approvals, authorisations, consents and registrations which it is required by law to maintain and comply with all

obligations under any present or future statute, regulation, order and instrument or under any by-laws, regulations or requirements of any competent authority or other approvals, licences or consents and, if requested by the Security Trustee, produce to the Security Trustee, within 14 days of receipt of the same, every material notice, order or proposal given or made in relation to its Charged Assets by any competent authority and either comply with the same or make such objections and representations against the same as the Security Trustee may require or approve;

10.2 Comply with covenants

observe and perform all covenants and stipulations from time to time affecting any part of its Charged Assets, or the manner of use or the enjoyment of the same and shall not, except with the prior written consent of the Security Trustee, enter into any onerous or restrictive obligations affecting any part of its Charged Assets.

10.3 Enforcement of rights

at its cost use all reasonable endeavours to enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Assets which the Security Trustee may require from time to time.

10.4 Deposit of documents

If so requested by the Security Trustee, deposit with it original copies of all Subordinated Debt Documentation (or, if original copies are not available, certified copies).

10.5 Notice of security

The Chargor hereby gives notice to the Borrower that it has assigned its rights and interest in and under the Subordinated Debt and Subordinated Debt Documentation and the Borrower hereby acknowledges the terms of this security agreement and confirms its awareness of the charges and assignments contained in this security agreement and agrees to and acknowledges to the Security Trustee the notice of such charges and assignments on the terms set out in this security agreement.

11. ENFORCEMENT OF SECURITY

11.1 The security constituted by this security agreement shall become immediately enforceable following the occurrence of an Event of Default which is continuing and the Security Trustee may, in its absolute discretion, enforce all or any part of the security constituted by this security agreement in such manner as it sees fit.

11.2 The power of sale and other powers conferred by section 101 LPA (as varied or extended by this security agreement) shall arise on and be exercisable without further notice at any time after the execution of this security agreement.

12. REDEMPTION OF PRIOR SECURITY

At any time after the security created under this security agreement has become enforceable, the Security Trustee may, at the sole cost of the Chargor (payable to the Security Trustee on demand) redeem any prior Security over any Charged Asset and/or procure the transfer of that Security to itself and/or settle and pass the accounts of any prior mortgagee, Security Trustee or encumbrancer which once so settled and passed shall be conclusive and binding on the Chargor. All money paid by the Security Trustee to such prior mortgagee, Security Trustee or encumbrancer in accordance with such accounts shall form part of the Secured Liabilities.

13. APPOINTMENT AND POWERS OF RECEIVER

13.1 At any time after the security constituted by this security agreement becomes enforceable, or if so requested by the Chargor by written notice at any time, the Security Trustee (or any Delegate on its behalf) may:

13.1.1 without further notice appoint any person (or persons) to be a Receiver of all or any part of the Charged Assets and/or of the income from any Charged Asset; and/or

- 13.1.2 exercise in respect of all or any part of the Charged Assets all or any of the powers and remedies given to mortgagees by the LPA, including the power to take possession of, receive the benefit of, or sell any part of the Charged Assets.
- 13.2 The Security Trustee may remove from time to time any Receiver appointed by it and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated for whatever reason.
- 13.3 If at any time and by virtue of any such appointment there is more than one Receiver of all or any part of the Charged Assets and/or the income from such Charged Assets, such persons shall have power to act individually (unless the contrary shall be stated in the deed(s) or other instrument(s) appointing them).
- 13.4 If the Security Trustee enforces this security agreement itself pursuant to clause 13.1.2 it will have the same powers as a Receiver in respect of those Charged Assets which are the subject of the enforcement.
- 13.5 Any Receiver shall (in addition to the powers conferred by the LPA and (notwithstanding that he is not an administrative receiver) Schedule 1 to the Insolvency Act or any other statute from time to time in force but without any of the restrictions imposed upon the exercise of those powers by such statutes) have the following powers:
- 13.5.1 the same powers to do, or to omit to do, in the name of and on behalf of the Chargor, anything which the Chargor itself could have done or omitted to do with such Charged Assets were they not the subject of this security agreement and the Chargor were not in insolvency proceedings;
 - 13.5.2 to take possession of, collect and get in all or any part of the Charged Assets and/or income from the Charged Assets in respect of which he was appointed;
 - 13.5.3 to manage the Charged Assets and the business of the Chargors;
 - 13.5.4 to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Secured Liabilities for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
 - 13.5.5 to sell or concur in selling or otherwise disposing of all or any part of the Charged Assets in respect of which he was appointed without the need to observe any restriction imposed by section 103 or 109 LPA;
 - 13.5.6 to carry out any sale, lease or other disposal of all or any part of the Charged Assets by conveying, transferring, assigning or leasing the same in the name of the Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, the Chargor;
 - 13.5.7 to take any such proceedings, in the name of the Chargor or otherwise, as he shall think fit in respect of the Charged Assets and/or income in respect of which he was appointed, including proceedings for recovery of monies in arrears at the date of his appointment;
 - 13.5.8 to enter into or make any such agreement, arrangement or compromise as he shall think fit;
 - 13.5.9 to insure, and renew any insurances in respect of, the Charged Assets as he shall think fit, or as the Security Trustee shall direct;
 - 13.5.10 to appoint and employ such managers and officers and engage such professional advisers as he shall think fit, including, without prejudice to the generality of the foregoing power, to employ his partners and firm; and
 - 13.5.11 to do all such other things as may seem to him to be incidental or conducive to any other power vested in him in the realisation of the security constituted by this security agreement.
- 13.6 In making any sale or other disposal in the exercise of their respective powers, the Receiver, the Security Trustee or any Delegate may accept, as and by way of consideration for such sale or other disposal, cash, shares, loan capital or other obligations, including consideration

fluctuating according to or dependent upon profit or turnover and consideration the amount of which is to be determined by a third party. Any such consideration may be receivable in a lump sum or by instalments and upon receipt by the Receiver, Security Trustee or any Delegate shall be and become charged with the payment of the Secured Liabilities. Any contract for any such sale or other disposal by the Receiver, the Security Trustee or any Delegate may contain conditions excluding or restricting the personal liability of the Receiver, the Security Trustee and any Delegate.

- 13.7 Any Receiver appointed under this security agreement shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts and defaults and for his remuneration.
- 13.8 Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Security Trustee (or failing such agreement to be fixed by the Security Trustee) without the restrictions contained in section 109 LPA.
- 13.9 Only monies actually paid by a Receiver to the Security Trustee in satisfaction or discharge of the Secured Liabilities shall be capable of being applied by the Security Trustee in satisfaction of the Secured Liabilities.
- 13.10 Neither the Security Trustee nor any Receiver or Delegate shall be liable in respect of all or any part of the Charged Assets or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless such loss or damage is caused by its or his gross negligence or wilful misconduct.
- 13.11 Without prejudice to the generality of clause 13.10, entry into possession of the Charged Assets shall not render the Security Trustee or the Receiver or any Delegate liable to account as mortgagee in possession and if and whenever the Security Trustee or any Receiver or Delegate enters into possession of the Charged Assets, it shall be entitled, any time at its discretion, to go out of such possession.
- 13.12 All or any of the powers which are conferred by this security agreement on a Receiver may be exercised by the Security Trustee or any Delegate without first appointing a Receiver or notwithstanding the appointment of any Receiver.
- 13.13 Except to the extent provided by law, none of the powers described in this clause 13 will be affected by an insolvency event in relation to the Chargor.

14. APPLICATION OF PROCEEDS

- 14.1 All monies received by the Security Trustee or any Receiver or Delegate appointed under this security agreement shall (subject to the rights and claims of any person having Security ranking in priority to the Security constituted by this security agreement) be applied in the following order:
 - 14.1.1 in payment of the costs, charges and expenses of and incidental to the appointment of the Receiver and the payment of his remuneration;
 - 14.1.2 in payment and discharge of any liabilities incurred by the Receiver on behalf of the Chargor in the exercise of any of the powers of the Receiver;
 - 14.1.3 in providing for the matters (other than the remuneration of the Receiver) specified in the first three paragraphs of section 109(8) LPA;
 - 14.1.4 in or towards the satisfaction of the Secured Liabilities; and
 - 14.1.5 any surplus shall be paid to any other person entitled to it (and pro rata as between the Chargors according to their entitlement).
- 14.2 The provisions of clause 14.1 shall take effect as and by way of variation and extension to the provisions of section 109 LPA, which provisions as so varied and extended shall be deemed incorporated in this security agreement.

15. PROTECTION OF THIRD PARTIES

No purchaser from or other person dealing with the Security Trustee or with any Receiver or Delegate shall be obliged or concerned to enquire whether the right of the Security Trustee to appoint a Receiver or Delegate or the right of the Security Trustee or any Receiver or Delegate to exercise any of the powers conferred by this security agreement in relation to the Charged Assets or any part of the Charged Assets have arisen or become exercisable

by the Security Trustee or by any such Receiver or Delegate, nor be concerned with notice to the contrary, nor with the propriety of the exercise or purported exercise of any such powers and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters.

16. CLAWBACK

16.1 Any release, discharge, reassignment or settlement between the Chargor and the Security Trustee shall be deemed conditional upon no payment or security received by the Security Trustee in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration or receivership and, notwithstanding any such release, discharge, reassignment or settlement, the Security Trustee shall be entitled to recover the value or amount of such Security or payment from the Chargor as if such release, discharge or settlement had not occurred.

16.2 If any claim of the kind referred to in clause 16.1 is made against the Security Trustee under insolvency laws, the Security Trustee may agree the claim or settle it on any terms it chooses without asking for the Chargor's agreement. If the Security Trustee does agree or settle the claim, the Chargor will be liable under this security agreement as if a court order had been made containing the terms the Security Trustee has agreed. The Chargor will be responsible for all costs and expenses the Security Trustee properly incurs defending such a claim.

17. WAIVER OF RIGHTS

17.1 The obligations of each Chargor under this security agreement will not be affected by:

17.1.1 any time, waiver or consent granted to, or composition with the Chargor or any other person;

17.1.2 the release of the Borrower, the Chargor or any other person under the terms of any composition or arrangement with any creditor of the Chargor or the Borrower;

17.1.3 any incapacity or lack of power, authority or legal personality of or change in the members or status of the Chargor, the Borrower or any other person or any defective or excessive exercise of the Chargor's or the Borrower's powers or authority;

17.1.4 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) termination or replacement of the Secured Liabilities or any document, guarantee or Security related to the Secured Liabilities including any change in the purpose of, any extension of or increase in any facility or the addition of any new facility or other document, guarantee or Security;

17.1.5 any unenforceability, illegality, invalidity, irregularity or frustration of any obligation (actual or purported) of any person under this charge or any other document, guarantee or Security held in connection with the Secured Liabilities;

17.1.6 any insolvency, bankruptcy, liquidation, administration, winding-up, dissolution, limitation, disability, the discharge by operation of law or any similar proceedings in respect of the Chargor, the Borrower or any other person; or

17.1.7 any other act, omission or circumstance which but for this clause 17.1, might operate to exonerate or discharge the Chargor or otherwise reduce or extinguish its liability under this security agreement.

18. CONTINUING SECURITY AND SECURITY TRUSTEE'S PROTECTIONS

18.1 This security agreement shall remain in full force and effect as a continuing security until the Secured Liabilities have been discharged in full to the satisfaction of the Security Trustee and the Security Trustee may make one or more demands under this security agreement.

18.2 This security agreement shall be in addition to, and without prejudice to and shall not merge with, any other right, remedy, guarantee or Security which the Security Trustee may at any

time hold in respect of any of the Secured Liabilities and this security agreement may be enforced without the Security Trustee first having:

- 18.2.1 recourse to any other right, remedy, guarantee or Security held or available to it;
- 18.2.2 to take action or obtain judgment in any court against the Chargor or any other person;
- 18.2.3 to make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Chargor or any other person; or
- 18.2.4 to make demand, enforce or seek to enforce any claim, right or remedy against the Chargor or any other person.

19. FURTHER ASSURANCE AND POWER OF ATTORNEY

19.1 Further assurance

- 19.1.1 The Chargors will, whenever requested by the Security Trustee following an Event of Default which is continuing, and at their own expense, promptly execute such deeds or documents and take any action required by the Security Trustee to perfect and protect the Security created (or intended to be created) by this security agreement or to facilitate the realisation of such Security or otherwise to enforce the same or exercise any of the rights of the Security Trustee under this security agreement. In particular, the Chargor will:
 - (a) to perfect the Security created or intended to be created under or evidenced by this security agreement (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of this security agreement) or for the exercise of any rights, powers and remedies of the Security Trustee provided by or pursuant to the Finance Documents or by law;
 - (b) to facilitate the realisation of the assets which are, or are intended to be, the subject of this security agreement.
- 19.1.2 Any security document required to be executed by the Chargor pursuant to clause 19.1.1 will be prepared at the cost of the Chargor and will contain terms and conditions which are no more onerous than those contained herein.
- 19.1.3 To the extent that any Charged Assets have not been validly charged or assigned to the Security Trustee under clause 6, the Chargors shall hold each of the Charged Assets on trust for the Security Trustee and shall comply with the terms of this security agreement as if such Charged Assets had been validly charged or assigned to the Security Trustee.

19.2 Power of attorney

- 19.2.1 Following the occurrence of an Event of Default which is continuing, each Chargor by way of security irrevocably appoints the Security Trustee and any Receiver or Delegate (in writing under hand signed by an officer of the Security Trustee or any Receiver or Delegate) severally to be its agents and attorneys in its name and on its behalf to:
 - (a) do all things which the Chargor may be required to do under this security agreement and which it has failed to do;
 - (b) sign, execute (using the company seal where appropriate), deliver and otherwise perfect any Security required to be signed or executed pursuant to the terms of this security agreement; and
 - (c) sign, execute (using the company seal where appropriate), deliver and complete any deeds, instruments or other documents and following an Event of Default and for so long as the same is continuing to do all acts and things which may be required by the Security Trustee or any Receiver or Delegate in the exercise of any of their powers under this security agreement, or to perfect or vest in the Security Trustee, any

Receiver or Delegate, its nominees or any purchaser, title to any Charged Assets or which they may deem expedient in connection with the getting in, disposal, or realisation of any Charged Assets.

- 19.2.2 Each agent and attorney may appoint a substitute or delegate his authority. The Chargor ratifies and confirms (and agrees to ratify and confirm) anything which an attorney does under the power of attorney conferred by clause 19.2.1.

20. NOTICE OF SUBSEQUENT SECURITY – NEW ACCOUNTS

- 20.1 If the Security Trustee receives notice (whether actual or otherwise) of any subsequent Security affecting any part of the Charged Assets and/or the proceeds of sale of the Charged Assets, it may open a new account or accounts for the Chargor in its books.
- 20.2 If the Security Trustee does not open a new account immediately on receipt of notice under clause 20.1, then (unless the Security Trustee gives express written notice to the contrary to the Chargor) all payments made by the Chargor to the Security Trustee shall be treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt of the relevant notice by the Security Trustee.

21. CONSOLIDATION OF ACCOUNTS AND SET-OFF

- 21.1 Following the occurrence of an Event of Default which is continuing, the Security Trustee shall be entitled without notice to the Chargors (both before and after demand):
- 21.1.1 to combine or consolidate all or any sums of money now or hereafter standing to the credit of the then existing accounts of the Chargors with the Security Trustee with the liabilities to the Security Trustee of the Chargors; and
- 21.1.2 to set-off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Chargor to the Security Trustee on any other account or in any other respect.
- 21.2 The liabilities referred to in this clause 21 may be actual, contingent, primary, collateral, several or joint liabilities, and the accounts, sums and liabilities referred to in this clause 21 may be denominated in any currency.
- 21.3 If the amounts concerned are expressed in a different currency then the Security Trustee may exercise all such rights and is authorised to effect any necessary conversions at the Spot Rate of Exchange.
- 21.4 If the relevant obligation or liability is unliquidated or unascertained the Security Trustee may set-off the amount it estimates (in good faith) will be the final amount of such obligation or liability once it becomes liquidated or ascertained.

22. CURRENCY

- 22.1 All monies received or held by the Security Trustee or any Receiver or Delegate under this security agreement may be converted from their existing currency into such other currency as the Security Trustee considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Liabilities in that other currency at the Spot Rate of Exchange.
- 22.2 No payment to the Security Trustee (whether under any judgment or court order or in the liquidation or dissolution of the Chargor or otherwise) shall discharge the obligation or liability of the Chargor in respect of which it was made, unless and until the Security Trustee shall have received payment in full in the currency in which the obligation or liability was incurred and, to the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency, the Security Trustee shall have a further separate cause of action against the Chargor and shall be entitled to enforce the security constituted by this security agreement to recover the amount of the shortfall.
- 22.3 Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:

- 22.3.1 any reference in this security agreement to, and any obligations arising under this security agreement in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Security Trustee (after consultation with the Chargor); and
- 22.3.2 any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Security Trustee (acting reasonably).
- 22.4 If a change in any currency of a country occurs, this security agreement will, to the extent the Security Trustee (acting reasonably and after consultation with the Chargor) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the London interbank market and otherwise to reflect the change in currency.
- 23. **APPROPRIATION AND SUSPENSE ACCOUNT**
- 23.1 Subject to clause 23.2, the Security Trustee may apply all payments received for the Secured Liabilities to reduce any part of those liabilities as it thinks fit.
- 23.2 All monies received, recovered or realised by the Security Trustee under this security agreement may at the discretion of the Security Trustee be credited to any suspense account for so long as the Security Trustee determines (with interest accruing thereon at such rate, if any, as the Security Trustee may determine for the account of the Chargor) without the Security Trustee having any obligation to apply such monies or any part of them in or towards the discharge of any of the Secured Liabilities provided that if there are sufficient monies in such account which are capable of being applied by the Security Trustee to discharge the Secured Liabilities in full the Security Trustee must apply such monies for such purpose..
- 24. **PAYMENTS**
- 24.1 Subject to clause 24.2, all payments to be made by the Chargor in respect of this charge, shall be made in immediately available funds to the credit of such account as the Security Trustee may designate. All such payments shall be made free and clear of, and without any deduction for, or on account of, any set-off or counterclaim or, except to the extent compelled by law, any deduction on account of any Taxes.
- 24.2 If the Chargor is compelled by law to withhold or deduct any Taxes from any sum payable under this security agreement to the Security Trustee, the sum so payable by the Chargor shall be increased so as to result in the receipt by the Security Trustee of a net amount equal to the full amount expressed to be payable under this security agreement.
- 24.3 Any demand, notification or certificate given by the Security Trustee specifying amounts due and payable under or in connection with any of the provisions of this security agreement shall, in the absence of manifest error, be conclusive and binding on the Chargor.
- 25. **COSTS, EXPENSES AND INDEMNITIES**
- 25.1 The Chargors shall within 5 Business Days of demand reimburse the Security Trustee, any Receiver and any Delegate in respect of all reasonable expenses, including reasonable legal, valuation, accountancy and consultancy fees (and any value added or similar tax thereon) incurred by the Security Trustee, any Receiver and any Delegate in connection with:
 - 25.1.1 the negotiation, preparation, execution and completion of this security agreement, or any of the documents referred to herein; and
 - 25.1.2 any actual or proposed amendment, replacement, restatement or extension of, or any waiver or consent under, this security agreement.
- 25.2 The Chargors shall within 5 Business Days of demand reimburse the Security Trustee, any Receiver, any Delegate and any Administrator for all costs and expenses, including legal fees (and any value added or similar tax thereon) incurred in connection with the enforcement, attempted enforcement or preservation of any of their respective rights under this security agreement, or any of the documents referred to herein.
- 25.3 The Chargors shall within 5 Business Days of demand indemnify the Security Trustee (and every Receiver, Delegate and any of its and their officers and employees (each an

Indemnified Party) in respect of all costs, losses (including consequential losses), actions, claims, expenses, demands or liabilities whether in contract, tort, or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against any of them at any time relating to or arising directly or indirectly out of:

25.3.1 anything done or omitted to be done in the exercise or purported exercise of the powers contained in this security agreement;

25.3.2 a claim of any kind made or asserted against any Indemnified Party which would not have arisen if this security agreement had not been executed and/or registered; or

25.3.3 a breach by the Chargor of any of its obligations under this security agreement;

unless, in the case of clauses 25.3.2, it was caused by the negligence or wilful misconduct of the Indemnified Party.

25.4 No Indemnified Party shall in any way be liable or responsible to the Chargor for any loss or liability of any kind arising from any act or omission by it of any kind (whether as mortgagee in possession or otherwise) in relation to the Charged Assets, except to the extent caused by its own negligence or wilful misconduct.

25.5 The Chargor shall pay all present and future stamp, registration and similar taxes or charges which may be payable, or determined to be payable, in connection with the execution, delivery, performance or enforcement of this security agreement or any judgment given in connection therewith.

26. **ASSIGNMENT AND TRANSFER**

The Security Trustee may assign or transfer all or any part of its rights under this security agreement. No Chargor may assign, transfer, charge, make the subject of a trust or deal in any other manner with this security agreement or any of its rights under this security agreement or purport to do any of the same without the prior written consent of the Security Trustee.

27. **THIRD PARTY RIGHTS**

27.1 Subject to clauses 27.2 and 27.3, a person who is not a Party shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon a provision of this security agreement. No Party may hold itself out as trustee of any rights under this security agreement for the benefit of any third party unless specifically provided for in this security agreement. This clause 27.1 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999.

27.2 Any person to whom the benefit of any provision of this security agreement is assigned in accordance with the terms of this security agreement is entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this security agreement which confers (expressly or impliedly) any benefit on any such person.

27.3 Any Receiver or Delegate may, subject to the Contracts (Rights of Third Parties) Act 1999 rely on any clause of this security agreement which expressly confers rights on it.

27.4 Notwithstanding any other provision of this security agreement the Security Trustee and the Chargor may, by agreement in writing, rescind, terminate or vary any of the provisions in this security agreement or waive or settle any right or claim under it in any way without the consent of any third party and, accordingly, section 2(1) Contracts (Rights of Third Parties) Act 1999 shall not apply.

28. **NOTICES**

28.1 Any notice given pursuant to this charge shall be in writing signed by, or on behalf of, the person issuing the notice. Any notice may be delivered by hand, by prepaid recorded delivery first class post or fax to:

28.1.1 in the case of the Chargor, its registered office address for the time being marked for the attention of [●]; and

28.1.2 in the case of the Security Trustee:

(a) address: OakNorth Bank Limited, 6th Floor, Nightingale House, 65 Curzon Street, London, W1J 8PE

(b) marked for the attention of: Portfolio Management Team

or, in relation to any Party, such other address for service in the United Kingdom as that Party may from time to time notify to the other.

28.2 In the absence of evidence of earlier receipt, a notice served in accordance with clause 28.1 shall be deemed to have been received:

28.2.1 if delivered by way of letter, when it has been left at the relevant address referred to in 28.1 or 5 Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address; and

28.2.2 if delivered by way of fax, when received in legible form.

28.3 Any communication or document which becomes effective, in accordance with clause 28.2, after 5.00 pm in the place of receipt shall be deemed only to become effective on the following Business Day.

28.4 For the avoidance of doubt, notice given under this charge shall not be validly served if sent by e-mail.

29. **GENERAL**

29.1 No variation to this security agreement shall be effective unless made in writing and signed by or on behalf of all the parties to this security agreement. A waiver given or consent granted by the Security Trustee under this security agreement will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

29.2 Each provision of this security agreement is severable and distinct from the others. If at any time any provision of this security agreement is or becomes unlawful, invalid or unenforceable to any extent or in any circumstances for any reason, it shall to that extent or in those circumstances be deemed not to form part of this security agreement but (except to that extent or in those circumstances in the case of that provision) the legality, validity and enforceability of that and all other provisions of this security agreement shall not be affected in any way.

29.3 If any provision of this security agreement is found to be illegal, invalid or unenforceable in accordance with clause 29.2 but would be legal, valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it legal, valid or enforceable.

29.4 The failure or delay in exercising a right or remedy provided by this security agreement or by law does not constitute a waiver of that (or any other) right or remedy. No single or partial exercise, or non-exercise or non-enforcement of any right or remedy provided by this security agreement or by law prevents or restricts any further or other exercise or enforcement of that (or any other) right or remedy.

29.5 The Security Trustee's rights and remedies contained in this security agreement are cumulative and not exclusive of any rights or remedies provided by law.

29.6 This security agreement may be executed in any number of counterparts each of which when executed and delivered shall be an original. All the counterparts together shall constitute one and the same document.

30. **GOVERNING LAW**

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

31. **JURISDICTION**

31.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this security agreement (including a dispute relating to the existence, validity or termination of this security agreement or any non-contractual obligation arising out of or in connection with this security agreement) (a **Dispute**).

- 31.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 31.3 This clause 31 is for the benefit of the Security Trustee only. As a result, the Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions.

THE CHARGORS AND THE BORROWER has executed this security agreement as a deed and delivered it on the date first set out above

SCHEDULE 1
Subordinated Debt Documentation

1. None

CHARGORS

EXECUTED and DELIVERED as a DEED)
by **DR 122 LIMITED** in the presence of:)

Director

Witness Signature:

Witness Name:

JENI SCHOFFER

Witness Address:

Witness Occupation:

PA

EXECUTED and DELIVERED as a DEED)
by **ER 122 LIMITED** in the presence of:)

Director

Witness Signature:

Witness Name:

JENI SCHOFFER

Witness Address:

Witness Occupation:

PA

EXECUTED and DELIVERED as a DEED)
by **GL (SLOUGH) LIMITED** in the presence of:)

Director

Witness Signature:

Witness Name:

EMMA WATSON

Witness Address:

Witness Occupation:

PA

BORROWER

EXECUTED as a **DEED** by **BECKINGFORD**)
ESTATES LIMITED acting by a member in)
the presence of: *director*)

[Redacted Signature]

Member Director

GPLC

Witness Signature:

[Redacted Signature]

Witness Name:

Richard Davies

Witness Address:

[Redacted Address]

Witness Occupation:

Solvent

SECURITY TRUSTEE

SIGNED by an authorised signatory for and)
on behalf of **OAKNORTH BANK LIMITED**)
DLC)

.....

GPLC