

DATED

24 September 2020

(1) EMPOWERED TRUSTEES LTD (AS SECURITY TRUSTEE)

(2) Aspire Midlands North Ltd (AS CHARGING COMPANY)

and

(3) THOSE PERSONS LISTED IN SCHEDULE 1 (AS BENEFICIARIES)

SECURITY TRUST DEED

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THIS DEED is made on

24 September 2020

BETWEEN

- (1) Empowered Trustees Limited (a Corporate Trustee) and whose company number is 12291059, incorporated and registered in England whose registered office is at 74a Station Road East, Oxted, Surrey, RH8 0PG, (the "Security Trustee");
- (2) **Aspire Midlands North Limited** incorporated and registered in England and Wales with company number (CRN **12865170**) whose registered office is at **First Floor, 85 Great Portland Street, London, England, W1W 7LT**
(the "Charging Company"); and
- (3) **THE SEVERAL PERSONS** listed In Schedule 1 (together being, the "Beneficiaries" and each a "Beneficiary").

BACKGROUND

- (A) Pursuant to the Loan Agreements, the Beneficiaries have lent certain sums to the Charging Company on a secured basis on and subject to the terms of the Loan Agreements.
- (B) It is a condition of the Loan Agreements that the Charging Company grants certain security in favour of the Security Trustee for the benefit of the Beneficiaries as security for certain obligations of the Charging Company under the Loan Agreements.
- (C) This Deed sets out the basis on which the Security Trustee has agreed to act as security trustee and to hold the benefit of the guarantees and security constituted by or pursuant to the Finance Documents and the covenants and obligations of the Charging Company and others under the Finance Documents on trust for the Beneficiaries from time to time.

IT IS AGREED

1 DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause 1 shall apply in this Deed throughout, including in the Background:

Deed means this security trust deed;

Enforcement Action means any action whatsoever:

- (a) to demand payment of, declare prematurely due and payable or otherwise seek to accelerate payment of or place on demand any sum owing to any Beneficiary; or

- (b) recover all or any part of any amount owing to any Beneficiary (including, without limitation, by exercising any right of set off or combination of accounts); or
- (c) exercise or enforce any security right or rights under any document (including, without limitation, the Finance Documents); or
- (d) to petition or apply for (or take any other steps or action which may lead to) the liquidation, winding up, administration or dissolution of the Charging Company; or
- (e) to commence legal proceedings against the Charging Company;

Enforcement Date

means the date on which a Beneficiary demands the payment or discharge of all or any part of the Liabilities or, if earlier, the date on which an application for an administration order is made in relation to the Charging Company;

Enforcement Event

means the exercise by any Beneficiary of its rights under any Finance Document to demand payment of any sum payable under any Finance Document;

Finance Document

means this Deed, the Loan Agreements, the Legal Mortgage and any other Security Document;

Legal Mortgage

means any Legal Mortgage dated on or about the date hereof executed or to be executed by the Charging Company in favour of the Security Trustee;

Liabilities

means all liabilities of the Charging Company (present and future) due, owing or incurred to the Beneficiaries or the Security Trustee or any of them under any Finance Document;

Loan Agreement

means the loan agreements dated on or about the date hereof individually entered

into between each of the Beneficiaries and the Charging Company;

Majority Beneficiaries

means those Beneficiaries owed more holding more than 40% of the principal amount of the collective outstanding debt under the Loan Agreements at the relevant time;

Proceeds

means all receipts and/or recoveries pursuant to, or on enforcement of, any Finance Document after deducting (to the extent not already deducted) all sums which the Security Trustee is required by the terms of the Finance Documents or by applicable law to pay to any other person before distributing any such receipts or recoveries to any of the Beneficiaries;

Security Document

means the **Legal Mortgage** and any other guarantee, indemnity or Security Interest created at any time by the Charging Company for the payment and discharge of the Liabilities;

Security Interest

means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having similarly effect;

Trust Property

means all rights, titles and interests vested in the Security Trustee pursuant to any Finance Document and the Proceeds including any sum received or recovered by the Security Trustee under or in connection with the Finance Documents.

1.2 Any reference to this Deed to:

- 1.2.1 assets includes present and future property, revenues and rights of every description;
- 1.2.2 any agreement or instrument including, without limitation, any Finance Document is a reference to that agreement or instrument as amended, novated, replaced, restated, supplemented or varied from time to time;

- 1.2.3 a person or party includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;
- 1.2.4 a reference to determines or determined means a determination made in the absolute discretion of the person making the determination;
- 1.2.5 a provision of law is a reference to that provision as amended or re-enacted; and
- 1.2.6 words importing the plural shall include the singular and vice versa.
- 1.3 Clause and schedule headings are for ease of reference only.
- 1.4 A reference in this Deed to any person includes that person's successors and (in the case of a Beneficiary or the Security Trustee) its permitted assignees and transferees.
- 1.5 If the Charging Company does not continue to owe any actual or contingent liability to a Beneficiary under any Finance Document and that Beneficiary has no commitment or obligation outstanding under any Finance Document that Beneficiary shall cease to be a Beneficiary under this Deed.
- 1.6 Unless the context otherwise requires or unless otherwise defined in this Deed words and expressions defined in the Loan Agreements shall bear the same meanings when used herein.

2 DECLARATION OF TRUST

The Security Trustee shall hold the Trust Property on trust for the Beneficiaries for the purpose of securing the Liabilities on the terms set out in this Deed.

3 ACTIONS OF THE SECURITY TRUSTEE

Best Interests

- 3.1 The Security Trustee may act (or refrain from taking action) as it considers to be in the best interests of the Beneficiaries.

Beneficiaries

- 3.2 The Majority Beneficiaries shall have the right to request or instruct the Security Trustee to take or refrain from taking any action under any Finance Document and the Security Trustee shall act (or refrain from acting) accordingly, subject to the other terms of this Deed.

4 EXCLUSION OF LIABILITY

No liability

- 4.1 The Security Trustee will not be liable for any action taken by it (or any omission to take

action) under or in connection with any Finance Document unless directly caused by its gross negligence or wilful misconduct.

Officers and agents

- 4.2 No Beneficiary may take proceedings against the Security Trustee in respect of any claim it might have against the Security Trustee or in respect of any act or omission of any kind by the Security Trustee in relation to any Finance Document unless caused by its gross negligence or wilful misconduct and the Security Trustee may rely on this clause 4.2.

5 EXECUTION AND REGISTRATION OF SECURITY DOCUMENTS

Each of the Beneficiaries hereby confirms and agrees that it does not wish to be registered as the joint proprietor of any mortgage or charge created pursuant to any Finance Document and accordingly authorises the Security Trustee to hold such mortgage or charge in their names as Trustee for the Beneficiaries and requests the Land Registry to register the Security Trustee as the proprietors of any such mortgage or charge.

6 VARIATIONS

The Security Trustee may from time to time without the consent of the Beneficiaries concur with the with the Charging Company in making any modification to any term of the Finance Documents of a minor or administrative nature that could not reasonably be considered detrimental to any Beneficiary's interests.

7 APPLICATION OF PROCEEDS

Application

- 7.1 The Security Trustee shall apply all Proceeds received or recovered by them at any time as follows:
- 7.1.1 first, in or towards payment of any unpaid fees, costs and expenses of the Security Trustee, any agent, attorney, delegate or co-trustee appointed by it or any receiver appointed in respect of the Trust Property or Charging Company;
 - 7.1.2 secondly, in or towards payment of the Liabilities, pro rata in the proportions set out opposite the Beneficiaries respective names in column (3) of Schedule 1; and
 - 7.1.3 thirdly, in payment of the surplus (if any) to the Charging Company or any other person entitled to the same.

Good discharge

- 7.2 An acknowledgement of receipt signed by the relevant person to whom payments are

to be made under clause 7.1 will discharge the Security Trustee and the Security Trustee shall not be obliged (either initially or on a continuing basis) to investigate the application of Proceeds distributed pursuant to this Deed.

8 INDEMNITY

The Beneficiaries shall jointly and severally indemnify the Security Trustee and any delegate, agent, attorney or co-trustee appointed by the Security Trustee or any receiver appointed in respect of the Trust Property or the Charging Company (each an **"Indemnified Person"**) on demand against any costs, expenses, loss or liability (including any VAT) suffered or incurred by that Indemnified Person in relation to or arising out of the Trust Property or the performance of the terms this Deed or any other Finance Document (otherwise than as a result of its gross negligence or wilful misconduct) in the proportion which the Liabilities due, owing or incurred to that Beneficiary bear to the aggregate amount of all Liabilities (other than Liabilities owed to the Security Trustee (or any of them)).

9 ACTIVITIES OF THE SECURITY TRUSTEE

Notices

- 9.1 The Security Trustee shall promptly send to each Beneficiary details of each communication received by it in its capacity as Security Trustee under any Finance Document.

Powers and discretions

- 9.2 By way of supplement to the Trustee Act 1925 and the Trustee Act 2000 (to the extent not inconsistent with this Deed), it is expressly declared that the Security Trustee:
- 9.2.1 may rely on any representation, notice, instruction or document reasonably believed by it to be genuine, correct and appropriately authorised;
 - 9.2.2 may rely on any statement made by a director, authorised signatory or employee of any person regarding any matter which may reasonably be assumed to be within its knowledge or within its power to verify;
 - 9.2.3 shall not be bound to account to any Beneficiary for any sum or the profit element of any sum received by them for their own account;
 - 9.2.4 may engage, pay for and/or rely on the advice or services of any lawyers, accountants, surveyors or other experts it may think expedient or necessary;
 - 9.2.5 may act in relation to the Trust Property through its personnel and agents;
 - 9.2.6 may delegate by power of attorney or otherwise, to any person and for any

period all or any of the trusts, powers and authorities vested in the Security Trustee by any Finance Document and such delegation may be made on such terms and subject to such conditions, including power to sub-delegate, as the Security Trustee may specify and the Security Trustee shall promptly give written notice of such delegation to each Beneficiary and the Charging Company and provided that the Security Trustee shall have exercised reasonable care in the selection of such delegate, the Security Trustee shall not be responsible for any loss incurred by reason of any misconduct or default on the part of such delegate or sub-delegate and shall not be bound to supervise the actions and conduct of such delegate or sub-delegate;

- 9.2.7 shall not be responsible for the adequacy, accuracy and/or completeness of any information whatsoever supplied to any person in connection with any Finance Document;
- 9.2.8 shall not be responsible for the legality, validity, effectiveness, adequacy, enforceability or priority afforded by any Finance Document;
- 9.2.9 shall not be liable for any failure to perfect the security created or constituted by any Finance Document;
- 9.2.10 may accept without any investigation such title as the Charging Company may have to the assets over which security has been created or expressed to be created pursuant to the Security Documents;
- 9.2.11 may store any of the Security Documents and any other documents delivered to it in connection with any of the Finance Documents with any bank or building society within the United Kingdom, any company whose business includes the safe custody of documents or any firm of lawyers, or, in respect of any insurance policies, may place the policy documents with any insurance broker, in each case without being bound to enquire as to the existence or adequacy of any insurance held by any such person;
- 9.2.12 shall not be obliged to disclose to any person any information if the disclosure would or might in their reasonable opinion constitute a breach of law or a breach of fiduciary duty;
- 9.2.13 may refrain from doing anything which would or might in their reasonable opinion constitute a breach of law and may do anything which in their opinion is necessary to comply with law;
- 9.2.14 may invest all moneys received by it as Security Trustee in any investment for the time being authorised by English law for the investment by Trustee of trust moneys or in any other investments which may be selected by the Security Trustee or by placing the same on deposit at such financial institution as the Security Trustee may think fit and in such currency as the

Security Trustee may think fit;

9.2.15 shall not be under any obligation to insure any of the Trust Property or any deeds or documents of title relating to the Trust Property;

9.2.16 may (unless it receives written notice to the contrary in its capacity as Security Trustee) assume that no event which would allow any Finance Document to be enforced has occurred;

9.2.17 shall not be responsible for:

- (a) the financial condition of the Charging Company;
- (b) the performance and observance by the Charging Company of its obligations under any Finance Document;
- (c) the collectability of amounts payable under any Finance Document;
or
- (d) the accuracy of any statements (whether written or oral) made by any other person in or in connection with any Finance Document;
and

9.2.18 shall not have any responsibility:

- (a) to ascertain whether all deeds and documents which should have been deposited with them under or pursuant to the Security Documents have been so deposited with them; or
- (b) to investigate or make any enquiry into the title of the Charging Company to any asset; or
- (c) for the failure to register any of the Security Documents at Companies House or elsewhere or otherwise to perfect the security constituted by any Security Document;
- (d) for the failure to register any of the Security Documents in accordance with the provisions of the documents of title to any asset; or
- (e) for the failure to effect or procure the registration of any floating charge created by any of the Security Documents by registering any notice, caution or other entry against any land; or
- (f) for the failure to take or require the Charging Company to take any steps to render any of the Security Documents effective as regards assets outside England or Wales or to secure the creation of any ancillary charge under the laws of the jurisdiction concerned;
- (g) shall, in relation to the Trust Property have all the same powers and

discretions as a natural person acting as the beneficial owner of such property provided that the Security Trustee may only exercise such powers and discretions to the extent that it is authorised to do so in accordance with this Deed; and

- (h) shall have full power to determine all questions and doubts arising in relation to the interpretation or application of any of the provisions of this Deed or any of the Security Documents as it affects the Security Trustee and every such determination (whether made upon a question actually raised or implied in the acts or proceedings of the Security Trustee) shall be conclusive and shall bind all the other parties to this Deed.

No independent enforcement

- 9.3 The Beneficiaries shall not have any independent power to enforce any Security Document or to exercise any rights, discretions or powers or to grant any consents or releases under or pursuant to any Security Document or otherwise have direct recourse to the security constituted by any Security Document except through the Security Trustee or with the Security Trustee's prior written consent.

Assistance

- 9.4 Each of the Beneficiaries hereby covenants and undertakes to the Security Trustee that it will on request, so far as permitted by applicable law and regulatory requirements, provide the Security Trustee with all such information (including details of the Liabilities outstanding to it) as the Security Trustee may reasonably require for the purposes of the discharge of the duties, powers, trusts, authorities and discretions vested in the Security Trustee by any Finance Document or by operation of law.

10 APPOINTMENT OF ADDITIONAL TRUSTEE

- 10.1 The Security Trustee may at any time appoint any person (whether or not a trust corporation) to act either as a separate trustee or as a co-trustee jointly with it:

- 10.1.1 if they consider such appointment to be in the interests of the Beneficiaries;
or

- 10.1.2 for the purposes of complying with any law or regulation,

and the Security Trustee shall promptly give written notice to the Beneficiaries and the Charging Company of any such appointment. Any person so appointed shall have such powers, authorities and discretions and such duties and obligations conferred or imposed on it by the instrument of appointment and shall have the same protections and indemnities afforded to the Security Trustee under this Deed. The Security Trustee shall have power, in the same manner, to remove any person so appointed. The Security Trustee may pay to any person so appointed any remuneration which has

been previously approved by the Beneficiaries and any such remuneration, costs, charges and expenses incurred by such person in performing its functions pursuant to such appointment, shall be treated as costs, charges and expenses incurred by the Security Trustee in performing its functions.

11 TURNOVER

Turnover

- 11.1 If at any time a Beneficiary (a "**Recovering Beneficiary**") receives or recovers any Proceeds in excess of its entitlement pursuant to clause 7 (Application of Proceeds), that Recovering Beneficiary will promptly pay to the Security Trustee (for application in accordance with clause 7 (Application of Proceeds)) an amount (the "**Recovered Payment**") equal to that excess.

No reduction or discharge

- 11.2 Following payment to the Security Trustee in accordance with clause 11.1 above, the Liabilities of the Recovering Beneficiary shall be deemed not to have been reduced or discharged by the amount of a Recovered Payment paid to the Security Trustee.

Reversal of redistribution

- 11.3 If any part of the Recovered Payment becomes repayable and is repaid by the Recovering Beneficiary, then each Beneficiary which has received a share of the relevant Recovered Payment in accordance with clause 7 (Application of Proceeds) shall, on request by that Recovering Beneficiary, pay to that Recovering Beneficiary an amount equal to its share of the Recovered Payment (together with an amount as is necessary to reimburse the Recovering Beneficiary for its proportion of any interest on the Recovered Payment which the Recovering Beneficiary is obliged to pay).

12 ENFORCEMENT ACTION

No Beneficiary Enforcement Action

- 12.1 No Beneficiary may take any Enforcement Action without the consent of the Security Trustee. In the event any Beneficiary takes any Enforcement Action, it shall promptly pay any receipts and recoveries to the Security Trustee for application in accordance with clause 7 (Application of Proceeds).

Security Trustee Enforcement Action

- 12.2 The Beneficiaries hereby instruct and authorise the Security Trustee to take on their behalf in respect of any amount owing to them from time to time Enforcement Action in accordance with clause 3.

13 MISCELLANEOUS

Several obligations

The obligations of each Beneficiary under this Deed are several. The failure of any Beneficiary to perform such obligations shall not relieve any other Beneficiary or the Charging Company of any of their respective obligations or liabilities under this Deed or any of the Finance Documents nor shall the Security Trustee be responsible for the obligations of any other Beneficiary under this Deed.

14 CHANGE OF PARTY

Assignments and transfers by the Beneficiaries

- 14.1 No Beneficiary may assign, transfer or otherwise dispose of any of the Liabilities owed to it to any other person unless that person becomes party to this Deed as a Beneficiary by the execution and delivery to the Security Trustee of a deed of accession in form and substance reasonably satisfactory to the Security Trustee.

New Charging Company

- 14.2 If any subsidiary of the Charging Company guarantees, assumes liability for, grants security for or otherwise becomes liable for any Liabilities, the Charging Company will procure that such subsidiary will become party hereto by execution of a deed of accession in form and substance satisfactory to the Security Trustee.

Accession

- 14.3 Each Beneficiary irrevocably appoints the Security Trustee to execute and deliver each deed of accession presented to the Security Trustee.

Benefit of this Deed

- 14.4 This Deed will be binding upon, and enure for the benefit of, each party to it and its or any subsequent successors, permitted assignees and transferees.

Resignation of Security Trustee

- 14.5 The Security Trustee may retire at any time on giving not less than 20 Business Days' prior written notice to the Beneficiaries and the Charging Company without assigning any reason and without being responsible for any costs occasioned by such retirement. A group of Beneficiaries to whom 75% or more of the Liabilities are owing (whether contingently or otherwise) shall also have the power to remove the Security Trustee. The retirement or removal of the Security Trustee shall not become effective until a successor trustee is appointed by or with the approval of such group of Beneficiaries (or, if the Security Trustee wishes to resign and 20 Business Days after giving notice of resignation to the Beneficiaries and the Charging Company, the Beneficiaries have not appointed a successor, by the Security Trustee itself).
- 14.6 The appointment of a replacement Security Trustee shall not become effective until the Beneficiaries have received (in a form acceptable to the Beneficiaries) written confirmation that the replacement Security Trustee agrees to be bound by this Deed as

Security Trustee and (if required by the Beneficiaries) a duly executed declaration of trust of the Trust Property. On the appointment of the successor, the retiring Security Trustee shall be discharged from any further obligations in respect of this Deed, but shall remain entitled to the benefit of the protection and indemnities afforded to it by this Deed and the replacement Security Trustee shall assume the duties and obligations assumed by the Security Trustee in this Deed. A replacement Security Trustee shall promptly give written notice of its appointment to each Beneficiary and the Charging Company. Any successor Security Trustee shall operate from an office in the United Kingdom.

- 14.7 It is the intention that (except only as may be agreed in writing between any retiring Security Trustee and its successor with the prior written consent of the Beneficiaries), on the appointment of any successor to the Security Trustee the Trust Property should with immediate effect, be vested in such successor by operation of law or, failing that, by assignment or other form of transfer or conveyance. Following the appointment of any successor to the Security Trustee, the retiring Security Trustee shall do and execute all acts, deeds and documents reasonably required by such successor in order to transfer the Trust Property to such successor. All such acts, deed and documents shall be done or executed at the cost of the Charging Company.

15 NOTICES

- 15.1 A notice given under this Deed:

- 15.1.1 shall be in writing;
- 15.1.2 shall be sent for the attention of the person and to the address specified in this Deed (or such other address or person as each party may notify to the others in accordance with the provisions of this clause 15); and
- 15.1.3 shall be:
 - (a) delivered personally; or
 - (b) sent by pre-paid first-class post or recorded delivery; or
 - (c) (if the notice is to be served by post outside the country from which it is sent) sent by airmail.

- 15.2 A notice is deemed to have been received:

- 15.2.1 if delivered personally, at the time of delivery; or
- 15.2.2 in the case of pre-paid first class post or recorded delivery two Business Days from the date of posting; or
- 15.2.3 in the case of airmail, five Business Days from the date of posting; or
- 15.2.4 if deemed receipt under the previous paragraphs of clause 15.2 is not within

business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), when business next starts in the place of receipt.

- 15.3 To prove service, it is sufficient to prove that the envelope containing the notice was properly addressed and posted.

16 PARTIAL INVALIDITY AND SEVERABILITY

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

17 REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of any Beneficiary any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

18 COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

19 CONFLICT

If there is any conflict between the terms of this Deed and any Finance Document, the terms of this Deed will prevail.

20 THIRD PARTIES

Save as expressly permitted in this Deed, a person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

21 WINDING UP OF TRUST

Notice

- 21.1 If the Security Trustee (acting reasonably) shall determine that all Liabilities have been fully, finally and unconditionally discharged and/or released and no Beneficiary is under any commitment, obligation or liability (actual or contingent) to provide any further financial accommodation to the Charging Company, it may give written notice (a "**Winding Up Notice**") to the other Beneficiaries of their intention to wind up the trusts created by this Deed.

Winding up

- 21.2 Unless a Beneficiary notifies the Security Trustee within 10 Business Days of receipt of a Winding Up Notice that any Liabilities remains outstanding to it or it is under any commitment, obligation or liability (actual or contingent) to provide further financial accommodation to the Charging Company, the trusts created by this Deed shall be wound up.

Perpetuity period

- 21.3 The perpetuity period under the rule against perpetuities, if applicable to the trusts created by this Deed, shall be the period of eighty years from the date this Deed.

22 GOVERNING LAW AND JURISDICTION

- 22.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 22.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter (including non-contractual disputes or claims).

In witness of which the parties to this security trust deed have executed it as a deed and delivered it on the date first written in this security trust deed.

SCHEDULE 1 THE BENEFICIARIES

Lender Name	Identifier	Address	Proportion
Rooney Wealth SSAS	20000869RV	C/O Empowered Pensions Ltd 1 Carts & Wagons, Felcourt Farm RH19 2LQ	19.57%
D&J Patterns (UK) – RBS	00770961RH	C/O Empowered Pensions Ltd 1 Carts & Wagons, Felcourt Farm RH19 2LQ	32.03%
Karen Poxon	UTR		21.35%
Teazle Property RBS	00781626RK	C/O Empowered Pensions Ltd 1 Carts & Wagons, Felcourt Farm RH19 2LQ	27.05%

The Security Trustee

EXECUTED as a deed by **EMPOWERED**
TRUSTEES LTD, acting by Lars Singleton
a director
in the presence of:

)
) 
)
) Director

Witness signature: 

Witness name: R.A. Ben

Witness address: 15 Bramble

Close, Capthorne

RH10 3QB

Witness occupation: General Admin

The Beneficiaries (Pension Schemes)

SIGNED as a deed by **Declan Rooney**

acting by a Member Trustee of **Rooney Wealth SSAS**

in the presence of:

Witness signature:

Witness name

Witness address:

Witness Occupation



Member Trustee (Chairman)



Declan Rooney

23 JESUS WOOD DRIVE

CERRILAN, LAMAK - ML11 7RT

COMPANY DIRECTOR

The Hedgecliff Pension Scheme

SIGNED as a deed by David R. [illegible]
acting as a Member Trustee of Hedgecliff, West [illegible]
in the presence of
Witness signature
Witness name
Witness address
Witness occupation

12/12/2012
12/12/2012
12/12/2012
12/12/2012

SIGNED as a deed by **Susanna Clayson**

acting by a Member Trustee of **Teazle Property - RBS**

in the presence of:

Witness signature:

Witness name

Witness address:

Witness Occupation

Susanna Clayson

Member Trustee

KABall

KATE A. BALL

THE OAST

TANYARD FARM

BODIAM ROAD, SANDHURST, KENT.

TN18 5JY

GARDEN DESIGNER

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OR THE LIBRARY OF THE UNIVERSITY OF CALIFORNIA-DAVIS

OR THE LIBRARY OF THE UNIVERSITY OF CALIFORNIA-SAN DIEGO

OR THE LIBRARY OF THE UNIVERSITY OF CALIFORNIA-SAN FRANCISCO

OR THE LIBRARY OF THE UNIVERSITY OF CALIFORNIA-SANTA BARBARA

OR THE LIBRARY OF THE UNIVERSITY OF CALIFORNIA-SANTA CRUZ

OR THE LIBRARY OF THE UNIVERSITY OF CALIFORNIA-SAN JOSE

OR THE LIBRARY OF THE UNIVERSITY OF CALIFORNIA-SAN MARINO

OR THE LIBRARY OF THE UNIVERSITY OF CALIFORNIA-SAN RAFAEL

OR THE LIBRARY OF THE UNIVERSITY OF CALIFORNIA-SAN VICENTE

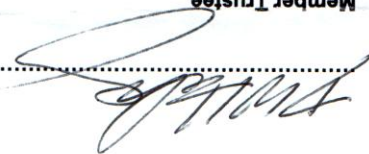
OR THE LIBRARY OF THE UNIVERSITY OF CALIFORNIA-SAN JUAN

OR THE LIBRARY OF THE UNIVERSITY OF CALIFORNIA-SAN CARLOS

OR THE LIBRARY OF THE UNIVERSITY OF CALIFORNIA-SAN PEDRO

OR THE LIBRARY OF THE UNIVERSITY OF CALIFORNIA-SAN MIGUEL

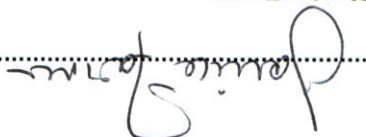
Member Trustee
M. Morris
5 QUINCES COURT
Hemel Hempstead, Herts HP1 3JT
ADMINISTRATOR



SIGNED as a deed by **David William Hockings**
acting by a **Member Trustee D&J Patterns (UK) -**
RBS

in the presence of:
Witness signature:
Witness name
Witness address:
Witness Occupation

Member Trustee
M. Morris
5 QUINCES COURT
Hemel Hempstead, Herts HP1 3JT
ADMINISTRATOR



SIGNED as a deed by **Janice Lyn Farmer**
acting by a **Member Trustee of D&J Patterns (UK) -**
RBS

in the presence of:
Witness signature:
Witness name
Witness address:
Witness Occupation

The Beneficiaries (Individuals)

SIGNED as a deed by Karen Poxon



Karen Poxon

in the presence of:

Witness signature:

Witness name

Witness address:



J. N. SODEN

37 THE GROVE
SUTTON COLDFIELD

Witness Occupation:

SALES Director

FAO RIA BEAL.

Witness Statement

Witness Name

Witness Address

Witness Telephone

Witness Signature

SIGNED as a deed by Kate Power

(Signature of individual)

EXECUTED as a deed by Jonathan Keir Lindsey
acting by a director of Aspire Midlands North Ltd
in the presence of:

)
)
)
Director

Witness signature: 

Witness name: DEE MATTISON

Witness address: 2 ST. DAVIDS
CRESCENT, COALVILLE
LE67 4SS

Witness occupation: LETTINGS MANAGER

The Charging Company

EXECUTED as a deed by Christopher Henry)
acting by a director of Aspire Midlands North Ltd) Director
in the presence of:)

Witness signature:

Witness name:

Witness address:

.....

.....

Witness occupation:

The Charging Company

EXECUTED as a deed by **Christopher Henry**
acting by a director of **Aspire Midlands North Ltd**
in the presence of:

)
)
)



.....
Director

Witness signature:



Witness name:

Julia Ogden

Witness address:

Apartment 4,

Ashburn House, 2 Parish

Ghyll Drive, Ilkley, LS299ND

Witness occupation:

Director