

DATED THE 1ST DAY OF JANUARY 2021

JAMES WHITE

AND

MIKE AVORY

SECURITY DEED

THIS SECURITY DEED is made the 1st day of January 2021

BETWEEN:

1. James White, of 1 Clifford Street (hereinafter referred to as the **Grantor**" which expression shall, where the context so admits, include its heirs, executors, administrators, legal representatives and assigns), of the one part;

AND

2. Mike Avory, of 2 Broad Street (hereinafter referred to as the **Creditor**" which expression shall, where the context so admits, include its' successors in title and assigns) of the second part;

(each a **"Party"** and together **"Parties"**)

WHEREAS:

- A. The Grantor, in its capacity as a Borrower has entered into a Loan Agreement (defined hereunder) with the Creditor (**Lender**).
- B. A condition precedent to utilisation of the loan under the Loan Agreement is that the Grantor shall create security interests over its rights and interests in the Secured Assets in favour of the Creditor.
- C. The Parties have entered into this Deed for the purpose of documenting their intentions.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. DEFINITIONS

Unless otherwise defined in this Deed, terms defined in the Loan Agreement shall have the same meanings where used in this Deed and in addition, the following terms shall have the following meanings:

Account Receivable means a right to receive value arising from an obligation owed by an account debtor to the Grantor including book debts but excluding a negotiable instrument;

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1.2. INTERPRETATION

Unless the context otherwise requires:

- 1.2.1. headings are for convenience only and do not affect the interpretation of this Deed;

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2. COVENANT TO PAY

The Grantor covenants with the Creditor that it shall, with or without formal demand, pay and discharge the Secured Obligations at the time and in the manner provided in the Loan Agreement.

3. GRANT OF SECURITY

CREATION OF CHARGE

3.1. As continuing security for the payment, repayment, prepayment, satisfaction, performance and discharge of the Loan, the Grantor, for good and valuable consideration, hereby charges by way of a floating charge, in favour of the Creditor, all the movable undertakings and assets of the Grantor whatsoever, wherever situate, present or future in the Secured Assets. **Full content to be unlocked upon purchase**

SECURITY ASSIGNMENT

3.2. As further security for the payment, repayment, satisfaction, performance and discharge of the Secured Obligations, the Grantor hereby assigns, absolutely in favour of the Lender, subject to a proviso for reassignment upon discharge of the Loan, all of its present and future rights, benefits, interests, claims and proceeds of payment under and in respect of the proceeds of all Insurances, payable to the Grantor. **Full content to be unlocked upon purchase**

4. PRESERVATION OF SECURITY

Until all the Secured Obligations have been irrevocably paid and discharged in full, the Creditor (acting reasonably) may following the occurrence and during the continuation of an Event of Default:

4.1. apply and enforce the Secured Assets in such manner and order as it sees fit; and

4.2. **Full content to be unlocked upon purchase**

5. COVENANTS BY THE GRANTOR

5.1. The Grantor hereby covenants with the Creditor that it shall:

5.1.1. duly co-operate with the Creditor to perfect this Deed at the National Collateral Registry (by the registration of a financing statement in accordance with the Secured Transactions in Movable Assets Act, 2017) in accordance with Nigerian law in order to protect the interests of the Creditor in the Security; **Full content to be unlocked upon purchase**

6. **POWERS & OBLIGATIONS OF THE CREDITOR**

ENFORCEMENT

- 6.1.1. The Security constituted under this Deed will become immediately enforceable where an Event of Default occurs. **Full content to be unlocked upon purchase**

SAMPLE

**SECURITY DEED DATED 1ST JANUARY 2021 BETWEEN
JAMES WHYTE AND MIKE AVORY**

We, **JAMES WHYTE** ("*Grantor*") as Grantor under the Deed referenced above hereby give you notice that we have charged, [by way of a first-ranking floating charge] to **MIKE AVORY** ("*Creditor*") all of our rights, title, claim, benefits and interest in and to Account No. 12345, Account Name RedBlue with Barcain Bank (including any renewal or re-designation of such account(s)) and all monies standing to the credit of that account from time to time (the "*Account*"). **Full content to be unlocked upon purchase**

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN

THE GRANTOR:

EXECUTED BY THE WITHIN NAMED GRANTOR – JAMES WHYTE :

SIGNATURE _____

NAME: JAMES WHYTE

IN THE PRESENCE OF:

NAME: JANE HALLOW

ADDRESS: 7TH REEVE ROAD

OCCUPATION: SOLICITOR

SIGNATURE: _____ **DATE: 1ST JANUARY 2021**

THE CREDITOR:

EXECUTED BY THE WITHIN NAMED CREDITOR – MIKE AVORY:

SIGNATURE _____

NAME MIKE AVORY

IN THE PRESENCE OF

NAME: LANCY POWER

ADDRESS: 11 TREE ROAD

OCCUPATION: SOLICITOR

SIGNATURE: _____

DATE: 1ST JANUARY 2021