



Registration of a Charge

Company Name: **TRAJAN SCIENTIFIC EUROPE LTD**

Company Number: **00944953**



XAJY8Z98

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

Details of Charge

Date of creation: **22/12/2021**

Charge code: **0094 4953 0010**

Persons entitled: **HSBC BANK AUSTRALIA LIMITED**

Brief description: **NONE**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **ASHURST LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 944953

Charge code: 0094 4953 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd December 2021 and created by TRAJAN SCIENTIFIC EUROPE LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd December 2021 .

Given at Companies House, Cardiff on 30th December 2021

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



FINAL VERSION

Debenture

Trajan Scientific Europe Ltd

and

HSBC Bank Australia Limited

ABN 48 006 434 162

as Secured Party

22 December

2021

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THIS DEED is made on 22 December 2021

BETWEEN:

- (1) **TRAJAN SCIENTIFIC EUROPE LTD**, registered in England and Wales with number 00944953 having its registered office at 14 Vincent Avenue, Crownhill, Milton Keynes, MK8 0AB (the "**Chargor**"); and
- (2) **HSBC BANK AUSTRALIA LIMITED** ABN 48 006 434 162 (the "**Secured Party**").

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this deed:

"Assigned Agreements" means the contracts listed as Assigned Agreements in schedule 4 (Assigned Agreements) and any other agreement designated as an Assigned Agreement by the Chargor and the Secured Party;

"Bank Accounts" means all rights in relation to cash-deposit, current or other accounts held with any bank, financial institution or other person;

"Book Debts" means all book and other debts of any nature, revenues and all monetary claims (excluding any such debts or claims in relation to the Bank Accounts, the Assigned Agreements and the Insurances);

"Charged Property" means the assets mortgaged, charged or assigned to the Secured Party by this deed;

"Collection Accounts" means the accounts (if any) listed in part 2 of schedule 3 (Collection Accounts (Not Blocked)) and any other Bank Account which is designated as a Collection Account by the Chargor and the Secured Party, and any replacement account or any sub-division or sub-account of those accounts;

"Declared Default" means an Event of Default in respect of which any notice has been issued or rights exercised by the Lender under clause 27.17 (Acceleration) of the Facility Agreement;

"Delegate" means any delegate, agent, attorney or trustee appointed by the Secured Party;

"Equipment" means all plant, machinery, vehicles, computers, office and other equipment including that equipment (if any) listed in schedule 7 (Equipment);

"Event of Default" means an Event of Default under the Facility Agreement;

"Facility Agreement" means the facility agreement between, among others, Trajan Group Holdings Limited as Company, the entities named therein as Original Borrowers, the entities named therein, including the Chargor, as Original Guarantors, the entities named therein as and the Secured Party as Original Lender;

"Finance Documents" means the Finance Documents as defined in the Facility Agreement;

"Floating Charge Asset" means an asset charged under clause 3.4 (Floating Charge);

"Insurances" means the benefits arising from all policies of insurance (including all rights of recovery and all proceeds of them) either now or in the future held by, or written in favour of, the Chargor or in which it is otherwise interested, including those policies (if any) listed in schedule 5 (Insurance Policies) but excluding any third party liability or public liability insurance and any directors' and officers' insurance;

"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets including the intellectual property rights (if any) listed in schedule 6 (Intellectual Property);

"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf (including the Subsidiary Shares);

"Property" means all freehold, heritable and leasehold property and the buildings and fixtures (including trade fixtures) on that property from time to time including the property (if any) listed in schedule 1 (Property);

"Receiver" means a receiver or receiver and manager in each case appointed under this deed;

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale of that asset or any part of that asset;
- (b) all dividends, distributions, interest and/or other income paid or payable in relation to that asset (including on any Investment), together with all shares or other property derived from that asset and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that asset (whether by way of conversion, redemption, bonus, preference, option or otherwise);
- (c) any monies and proceeds paid or payable in relation to that asset;
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of that asset; and
- (e) the benefit of all other rights, powers, claims, consents, contracts, warranties, security, guarantees, indemnities or covenants for title in respect of that asset;

"Secured Money" means all amounts (including damages) that are payable, owing but not payable, or that otherwise remain unpaid by any Obligor to a Secured Party on any account at any time under or in connection with the Facility Agreement or any other Finance Document or any transaction contemplated by them:

- (a) whether present or future, actual or contingent;
- (b) whether incurred alone, jointly or severally or jointly and severally;
- (c) whether the Obligor is liable on its own account or for the account of, or as surety for, another person and without regard to the capacity in which the Obligor is liable;
- (d) whether due to the Secured Party alone or with another person;

- (e) whether the Secured Party is entitled for its own account or the account of another person;
- (f) whether arising from a banker and customer relationship or any other relationship;
- (g) whether originally contemplated by any Obligor, the Secured Party or not;
- (h) whether the Secured Party is the original person in whose favour the undertakings in this deed, the Facility Agreement or any other Finance Document were given or an assignee who has acquired rights under the Finance Documents in accordance with their terms and, if the Secured Party is an assignee:
 - (i) whether or not any Obligor consented to or knew of the assignment;
 - (ii) no matter when the assignment occurred; and
 - (iii) whether or not the entitlements of that original person were assigned with the Security granted under this deed; and
- (i) if determined pursuant to any award, order or judgment against an Obligor, whether or not any Obligor was a party to the court proceedings, arbitration or other dispute resolution process in which that award, order or judgment was made.

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

"Subsidiary Shares" means all shares owned by the Chargor in its Subsidiaries including the shares (if any) listed in schedule 2 (Subsidiary Shares).

1.2 Construction

- (a) In this deed, unless a contrary intention appears, a reference to:
 - (i) words and expressions defined in the Facility Agreement have the same meanings when used in this deed unless otherwise defined in this deed;
 - (ii) the principles of construction contained in clause 1.2 (Construction) of the Facility Agreement (other than clause 1.2(d)) apply equally to the construction of this deed, except that references to "this Agreement" will be construed as references to this deed;
 - (iii) **"assets"** includes present and future properties, revenues and rights of every description;
 - (iv) a **"Finance Document"** or any other agreement or instrument is a reference to that agreement or instrument as amended, novated, supplemented, extended, restated or replaced;
 - (v) **"including"** means including without limitation and **"includes"** and **"included"** shall be construed accordingly;
 - (vi) any **"Secured Party"** or any other person shall be construed so as to include its successors in title, permitted assignees and transferees;
 - (vii) **"losses"** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **"loss"** shall be construed accordingly; and

- (viii) a "**person**" 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 any two or more of the foregoing;
 - (ix) a provision of law is a reference to that provision as amended or re-enacted; and
 - (x) any clause or schedule is a reference to, respectively, a clause of and schedule to this deed and any reference to this deed includes its schedules.
- (b) Section, clause and schedule heading are for ease of reference only.
- (c) The terms of the documents under which the Secured Money arises and of any side letters between the Chargor and the Secured Party relating to the Secured Money are incorporated in this deed to the extent required for any purported disposition of any Property contained in this deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (d) The parties intend that this document shall take effect as a deed, notwithstanding the fact that a party may only execute it under hand.

1.3 **Third Party Rights**

- (a) Any Receiver or Delegate, subject to this clause 1.3 (Third Party Rights), will have the right to enforce the provisions of this deed which are given in its favour. However the consent of a Receiver or Delegate is not required for the rescission or variation of this deed.
- (b) Subject to paragraph (a), a person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this deed.

2. **COVENANT TO PAY**

The Chargor as primary obligor covenants with the Secured Party that it will on demand pay the Secured Money when it falls due for payment.

3. **CHARGING CLAUSE**

3.1 **Fixed Charges**

The Chargor, as security for the payment and discharge of the Secured Money, charges in favour of the Secured Party with full title guarantee all of its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:

- (a) by way of first legal mortgage, all Property; and
- (b) by way of first fixed charge:
 - (i) all other interests (not effectively charged under clause 3.1(a)) in any Property;
 - (ii) all Subsidiary Shares;
 - (iii) all Investments (other than Subsidiary Shares);
 - (iv) all Equipment;

- (v) all Collection Accounts;
- (vi) all Intellectual Property;
- (vii) its goodwill and uncalled capital; and
- (viii) to the extent not effectively assigned by clause 3.2 (Security Assignment):
 - (A) the Assigned Agreements; and
 - (B) the Insurances.

3.2 **Security Assignment**

As further security for the payment and discharge of the Secured Money, the Chargor assigns absolutely with full title guarantee in favour of the Secured Party all its right, title and interest in the following assets, both present and future, and, in each case, all Related Rights:

- (a) the Assigned Agreements; and
- (b) the Insurances,

provided that on payment or discharge in full of the Secured Money the Secured Party will at the request and reasonable cost of the Chargor re-assign the relevant rights, title and interest in the assigned assets to the Chargor (or as it shall direct).

3.3 **Fixed Security**

Clause 3.1 (Fixed Charges) and clause 3.2 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

3.4 **Floating Charge**

As further security for the payment and discharge of the Secured Money, the Chargor charges with full title guarantee in favour of the Secured Party by way of first floating charge all its present and future assets not effectively charged by way of fixed charge under clause 3.1 (Fixed Charges) or assigned under clause 3.2 (Security Assignment).

3.5 **Conversion of Floating Charge**

- (a) Subject to paragraph (b) below, if:
 - (i) an Event of Default has occurred and is continuing;
 - (ii) the Secured Party is of the view that any legal process or execution is being enforced against any Floating Charge Asset or any Floating Charge Asset is in danger of being seized or otherwise in jeopardy; or
 - (iii) the Secured Party considers that it is desirable to protect the priority of the Security,

the Secured Party may, by notice to the Chargor, convert the floating charge created under this deed into a fixed charge as regards those assets which it specifies in the notice.

- (b) Subject to paragraph (c) below, the floating charge created under this deed may not be converted into a fixed charge in relation to the Chargor solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,in relation to the Chargor under Part A1 of the Insolvency Act 1986.
- (c) Paragraph (b) above does not apply if the floating charge created under this deed is a floating charge referred to in section A52(4) of Part A1 of the Insolvency Act 1986.

3.6 Automatic Conversion of Floating Charge

If:

- (a) the Chargor creates (or purports to create) any Security in breach of clause 6.2 (Negative Pledge) over any Floating Charge Asset; or
- (b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset,

the floating charge created under this deed over the relevant Floating Charge Asset will automatically and immediately be converted into a fixed charge.

3.7 Leases Restricting Charging

- (a) There shall be excluded from the charge created by clause 3.1 (Fixed Charges) and from the operation of clause 4 (Further Assurance) any leasehold property held by the Chargor under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) the Chargor from creating any charge over its leasehold interest in that property (each an "**Excluded Property**") until the relevant condition or waiver has been satisfied or obtained.
- (b) For each Excluded Property, the Chargor undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of this deed (or, as the case may be, the date of the acquisition of the relevant Excluded Property) and, in respect of each Excluded Property which provides that the relevant third party will not unreasonably withhold its consent to charging, to use all reasonable endeavours to obtain that consent as soon as possible and to keep the Secured Party informed of the progress of its negotiations.
- (c) Promptly upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Secured Party under clause 3.1 (Fixed Charges). If required by the Secured Party at any time following receipt of that waiver or consent, the Chargor will forthwith execute a valid legal mortgage in such form as the Secured Party shall reasonably require.

3.8 Intellectual Property Restricting Charging

- (a) There shall be excluded from the charge created by clause 3.1 (Fixed Charges) and from the operation of clause 4 (Further Assurance) any Intellectual Property in which the Chargor has an interest under any licence or other agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) the Chargor from creating any charge over its interest in that Intellectual Property (each an "**Excluded Intellectual Property**") until the relevant condition or waiver has been satisfied or obtained.

- (b) For each Excluded Intellectual Property, the Chargor undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of this deed (or, as the case may be, the date of the acquisition of the relevant Excluded Intellectual Property) and, in respect of any licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging, to use its reasonable endeavours to obtain such consent as soon as possible and to keep the Secured Party informed of the progress of its negotiations.
- (c) Promptly upon receipt of the relevant waiver or consent, the relevant formerly Excluded Intellectual Property shall stand charged to the Secured Party under clause 3.1 (Fixed Charges). If required by the Secured Party, at any time following receipt of that waiver or consent, the Chargor will forthwith execute a valid fixed charge or legal assignment in such form as the Secured Party shall reasonably require.

4. **FURTHER ASSURANCE**

The Chargor shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Secured Party may reasonably specify (and in such form as the Secured Party may reasonably require in favour of the Secured Party or its nominee(s)):

- (i) to perfect, protect and (if necessary) maintain, the Security created or intended to be created under or evidenced by this deed or for the exercise of any rights, powers and remedies of the Secured Party or any Receiver provided by or pursuant to this deed or by law;
- (ii) to confer on the Secured Party Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this deed; and/or
- (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by this deed.

5. **REPRESENTATIONS AND WARRANTIES**

5.1 **Matters Represented**

The Chargor represents and warrants to the Secured Party as set out in clauses 5.2 (Property) to clause 5.5 (Insurances) (inclusive) on the date of this deed and on each date on which any representation in the Facility Agreement is repeated, on the basis of the facts and circumstances as at that date.

5.2 **Property**

Schedule 1 (Property) identifies all Property situated in England and Wales which is beneficially owned by it as at the date of this deed. There are no proceedings, actions or circumstances relating to any of that Property which materially and adversely affect the value of that Property or its ability to use that Property for the purposes for which it is currently used.

5.3 **Subsidiary Shares**

- (a) It is the legal and beneficial owner of the Subsidiary Shares identified against its name in schedule 2 (Subsidiary Shares) (save in relation to those Subsidiary Shares which are held by a nominee for it, in which case it is the beneficial owner only of those Subsidiary Shares).
- (b) All of the Subsidiary Shares are fully paid.

5.4 Assigned Agreements

- (a) Each of the Assigned Agreements relating to it are in full force and effect and create legal, valid, binding and enforceable obligations of the parties thereto and contain all the material terms of all the agreements and arrangements between the parties thereto.
- (b) There has been no breach of any of the Assigned Agreements relating to it.

5.5 Insurances

- (a) Nothing has been done, occurred or has not been disclosed which might vitiate any of the Insurances.
- (b) All premiums under the Insurances have been fully paid when due.

6. UNDERTAKINGS - GENERAL

6.1 Duration of Undertakings

All of the undertakings given in this deed are given from the date of this deed and for so long as any security constituted by this deed remains in force.

6.2 Negative Pledge

The Chargor may not create or agree to create or permit to subsist any Security or quasi-security over all or any part of the Charged Property except as permitted by and in accordance with the Facility Agreement.

6.3 Disposal Restrictions

The Chargor may not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of all or any part of the Charged Property except as permitted by and in accordance with the Facility Agreement.

6.4 Preservation of Charged Property

- (a) The Chargor will observe and perform all covenants and stipulations from time to time affecting the Charged Property, make all payments, carry out all registrations or renewals and generally take all steps necessary and reasonably required to preserve, maintain and renew when necessary or desirable all the Charged Property.
- (b) The Chargor may not, except with prior written consent of the Secured Party, vary any lease, licence, contract or other document relevant to its interest in any Charged Property where such variation would have a material adverse effect on the value of the relevant Charged Property or the rights of the Secured Party.
- (c) The Chargor will enforce the due observance and performance of all covenants given for its benefit in relation to the Charged Property. In the event that legal action is necessary to give effect to this covenant, the Chargor will promptly notify the Secured Party of any intended action which relates to any Charged Property which has been assigned by way of security under this deed.

6.5 Documents Relating to Charged Property

- (a) Without prejudice to any specific requirements in this deed for the delivery of documents, the Chargor will promptly deliver to the Secured Party all documents

relating to the Charged Property which the Secured Party from time to time reasonably requires.

- (b) The Secured Party may retain any document delivered to it under this deed for so long as any security constituted by this deed remains in force and, if for any reason it returns any document to the Chargor (or its nominee) before that time, it may by notice to the Chargor require that the relevant document be redelivered to it and the Chargor shall promptly comply (or procure compliance) with that notice.

6.6 **Information**

The Chargor shall supply to the Secured Party promptly, such information as the Security Agent may reasonably require about the Charged Property.

6.7 **Power to Remedy**

If the Chargor fails to comply with any undertaking given in this deed and that failure is not remedied to the satisfaction of the Secured Party within 14 days of the Secured Party notifying the Chargor that remedy is required, it will allow (and irrevocably authorises) the Secured Party, or any Delegate, to take any action on behalf of the Chargor which is necessary to ensure that those covenants are complied with.

7. **PROPERTY**

7.1 **Maintenance**

The Chargor will keep in good and substantial repair all of the Property in which it has an interest.

7.2 **Inspection**

The Chargor will permit the Secured Party and any person nominated by the Secured Party to enter into any Property which is part of the Charged Property in which it has an interest at all reasonable times during business hours and on not less than 24 hours' notice to view the state and condition of that Property and will remedy any material defect or want of repair forthwith after service by the Secured Party of notice of the defect or want of repair.

7.3 **Property Acquisitions**

The Chargor will promptly notify the Secured Party if it acquires, or enters any agreement to acquire, any interest in Property.

7.4 **Leases**

The Chargor shall:

- (a) comply in all material respects with all covenants and conditions applicable to it (whether as lessor, lessee or in any other capacity) contained in any lease, licence or other document relevant to its interest in any Property;
- (b) enforce the due observance and performance of all material covenants given for its benefit in relation to any Property;
- (c) not accept any surrender of any lease of Property in respect of which it is the lessor, except as permitted by the Facility Agreement or with the prior consent of the Secured Party; and

- (d) give prompt notice to the Secured Party if it receives any notice under section 146 of the Law of Property Act 1925 or any proceedings are commenced against it for the forfeiture of any lease of any Property.

7.5 **Perfection of Property Security**

- (a) Subject to the rights of any prior mortgagee, the Chargor will, promptly and in any event within 5 Business Days, following execution of this deed or (if later) acquisition of Property, deposit with the Secured Party (or as it shall direct) certified copies of all deeds and documents of title relating to all Property in which it has an interest and, if those deeds and documents are with the Land Registry, will promptly deposit them with the Secured Party (or as it shall direct) upon their release.
- (b) In relation to Property situated in England and Wales and charged by way of legal mortgage under this deed, the Chargor hereby irrevocably consents to the Secured Party applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of all that Property in which it has an interest (including any unregistered properties subject to compulsory first registration at the date of this deed) on the prescribed Land Registry form and in the following or substantially similar terms:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated ● in favour of HSBC Bank Australia Limited (as secured party) referred to in the charges register. "

- (c) Subject to the terms of the Facility Agreement, the Secured Party is under an obligation to make further advances (which obligation is deemed to be incorporated into this deed) and this security has been made for securing those further advances. In relation to Property which is situated in England and Wales and charged by way of legal mortgage under this deed, the Secured Party may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of all that Property (including any unregistered Property subject to compulsory first registration at the date of this deed) that there is an obligation to make further advances on the security of the registered charge.

8. **INVESTMENTS**

8.1 **Investment Acquisitions**

The Chargor will promptly notify the Secured Party if it acquires, or enters any agreement to acquire, any interest in an Investment.

8.2 **Voting and Distribution Rights**

- (a) Until the occurrence of an Event of Default which is continuing, the Chargor may:
 - (i) receive and retain all dividends, distributions and other monies paid on or derived from the Investments; and
 - (ii) exercise all voting and other rights and powers attaching to the Investments provided that it may not exercise any such voting or other rights or powers in a manner which is inconsistent with any Finance Document or which may be prejudicial to the value of the security given by this deed or the realisation of it.
- (b) On and after the occurrence of an Event of Default which is continuing:

- (i) the Chargor will promptly pay all dividends, distributions and other monies paid on or derived from the Investments into a Collection Account; and
- (ii) the Secured Party may (in its sole discretion) directly or indirectly (by instruction to the relevant legal owner of the relevant Investments) exercise, refrain from exercising or disclaim any right to exercise any voting or other rights and powers attaching to the Investments. Any exercise of such voting rights may only be for the purpose of preserving the value of the security given by this deed or facilitating the realisation of it. The Chargor will promptly comply with any direction given by the Secured Party in relation to the exercise of voting or other rights and powers. Any such disclaimer will confer on the Chargor the authority to direct the exercise of the disclaimed right, as if an Event of Default had not occurred, in accordance with paragraph (a)(ii) above.
- (c) At any time when any Investments are registered in the name of the Secured Party or its nominee, the Secured Party will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Investments are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Investments.

8.3 **Perfection of Investments Security**

Subject to the rights of any prior mortgagee, the Chargor will promptly, and in any event within 5 Business Days, following the execution of this deed or (if later) acquisition of an Investment deposit with the Secured Party (or as it shall direct) all stock and share certificates and other documents of title relating to the Investments in which it has an interest together with stock transfer forms executed in blank and left undated on the basis that the Secured Party shall be able to hold such documents of title and stock transfer forms until the Secured Money has been irrevocably and unconditionally discharged in full and shall be entitled, at any time, following the occurrence of an Event of Default and for so long as it is continuing or if the Secured Party considers that the security constituted by this deed is in jeopardy to complete, under its power of attorney given by clause 15 (Attorney) below, the stock transfer forms on behalf of the Chargor in favour of itself or its nominee(s).

8.4 **Perfection of Uncertificated Investments Security**

Subject to the rights of any prior mortgagee, the Chargor will, in respect of the Uncertificated Investments in which it has an interest:

- (a) promptly following the execution of this deed or (if later) acquisition of an Uncertificated Investment, procure that any Uncertificated Investments in which it has an interest are transferred to:
 - (i) the Chargor's Escrow Balance; or
 - (ii) (if the Secured Party requires) a CREST account of the Secured Party or its nominee; and

in relation to any Uncertificated Investments required to be transferred to its Escrow Balance, deliver an instruction to CREST identifying the Secured Party (or, if the Secured Party so requires, its nominee) as its escrow agent in respect of the relevant Escrow Balance; and

- (b) if required by the Secured Party, promptly procure the conversion of all or the required part (as applicable) of the Uncertificated Investments in which it has an interest into certificated form and will deposit of all certificates and other documents of title in respect of such Uncertificated Investments in accordance with clause 8.3 (Perfection of Investments Security).

In this deed:

"CREST" means Euroclear UK & Ireland Limited (as operator of the CREST settlement system) or any successor operator for the time being;

"Escrow Balance" means the escrow balance of an account maintained with CREST; and

"Uncertificated Investments" means an Investment which is "uncertificated" within the meaning of the Uncertificated Securities Regulations 2001 (SI 2001/3755).

9. **EQUIPMENT**

9.1 **Maintenance**

The Chargor will keep all Equipment in which it has an interest comprised in the Charged Property in good and substantial repair (fair wear and tear excepted) and in good working order.

10. **BOOK DEBTS**

10.1 **Restriction on Dealings**

Without prejudice to clause 6.2 (Negative Pledge) and clause 6.3 (Disposal Restrictions) the Chargor may not charge, factor, discount, assign or otherwise transfer any of the Book Debts in favour of any other person, or purport to do so unless permitted by the Facility Agreement or with the prior consent of the Secured Party.

11. **BANK ACCOUNTS**

11.1 **Withdrawals**

After the occurrence of an Event of Default which is continuing, the Chargor may not withdraw all or any monies from time to time standing to the credit of a Collection Account, except as permitted by the Facility Agreement or with the prior consent of the Secured Party.

11.2 **Perfection of Bank Account Security**

- (a) Other than in the circumstances described in paragraph (b) below, the Chargor will, promptly and in any event within 5 Business Days following execution of this deed or (if later) designation of a Bank Account as a Collection Account:
 - (i) give notice (substantially in the form set out in schedule 9 (Form of notice to Account Banks)) to each institution with which it holds any Collection Account (each an **"Account Bank"**), of the charges created by this deed over those accounts and provide evidence satisfactory to the Secured Party (acting reasonably) of the delivery of that notice; and
 - (ii) use reasonable endeavours to procure that each Account Bank promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Secured Party.

- (iii) Where the Secured Party is an Account Bank in relation to any Collection Account in existence at the time of creation of security over it by this deed, the execution of this deed by the Secured Party will be treated as acknowledgement by the Secured Party (in its capacity as Account Bank) of notice of the security created by this deed and its confirmation of the matters set out in schedule 9 (Form of notice to Account Banks).

12. **INTELLECTUAL PROPERTY**

12.1 **Intellectual Property Acquisitions**

The Chargor will promptly notify the Secured Party if it creates, acquires, or enters any agreement to acquire, any interest in Intellectual Property which is of material value to its business.

12.2 **Perfection of Intellectual Property Security**

The Chargor appoints the Secured Party as its agent to apply for the Secured Party's interest in its Intellectual Property to be recorded on any of the following registers, in the Secured Party's discretion:

- (a) the relevant Intellectual Property register of the UK Intellectual Property Office;
- (b) the relevant Intellectual Property register of the EU Office of Harmonization for the Internal Market; and
- (c) all other national, regional and international Intellectual Property registers.

13. **ASSIGNED AGREEMENTS**

13.1 **Performance and Maintenance of Agreements**

The Chargor will:

- (a) duly perform all its obligations under the Assigned Agreements;
- (b) enforce the due observance and performance of all covenants given for its benefit in relation to the Assigned Agreements; and
- (c) not make or agree to make any amendments (except of a non-material and purely administrative nature) to, waive any of its rights under, or exercise any right to terminate any of the Assigned Agreements, except with the prior consent of the Secured Party.

13.2 **Proceeds of Assigned Agreements**

Following the occurrence of an Event of Default which is continuing, the Chargor will, as agent for the Secured Party, collect all amounts payable to it under the Assigned Agreements and forthwith pay those monies into a Collection Account, and, pending that payment, hold those proceeds on trust for the Secured Party.

13.3 **Perfection of Agreements Security**

The Chargor will, promptly following execution of this deed (or, in respect of any Assigned Agreement designated as such after the date of execution of this deed, promptly thereafter):

- (a) give notice (substantially in the form set out in part 1 of schedule 7 (Forms of notice to counterparties)) to the other parties to the Assigned Agreements of the security

created by this deed over its interest therein and provide evidence satisfactory to the Secured Party (acting reasonably) of the delivery of that notice; and

- (b) use reasonable endeavours to procure that each counterparty promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Secured Party.

14. **INSURANCES**

14.1 **Undertakings**

The Chargor shall ensure that the Insurances in respect of which it is an insured party:

- (a) contain a standard mortgagee clause whereby such insurance shall not be vitiated or avoided as against the Secured Party in the event or as a result of any misrepresentation, act or neglect or failure to make disclosure on the part of any insured party or any circumstances beyond the control of an insured party and a waiver of all rights of subrogation against the Chargor and the Secured Party;
- (b) contain terms providing that they shall not be invalidated so far as the Secured Party is concerned for failure to pay any premium due without the insurer first giving to the Secured Party not less than 14 days' written notice;
- (c) are endorsed with a copy of the relevant notice of assignment; and
- (d) name the Secured Party as sole loss payee in respect of all claims.

14.2 **Proceeds of Insurances**

Following the occurrence of an Event of Default which is continuing, the Chargor will collect all amounts payable to it under the Insurances and forthwith pay those monies into a Collection Account and, pending that payment, hold those proceeds on trust for the Secured Party.

14.3 **Perfection of Insurances Security**

- (a) The Chargor will, promptly and in any event within 5 Business Days following execution of this deed (or, in respect of any Insurances entered into after the date of execution of this deed, promptly thereafter):
 - (i) give notice (substantially in the form set out in part 2 of schedule 7 (Forms of notice to counterparties)) to the other parties to the Insurances of the security created by this deed over its interest therein and provide evidence satisfactory to the Secured Party (acting reasonably) of the delivery of that notice; and
 - (ii) use reasonable endeavours to procure that each counterparty promptly acknowledges that notice by countersigning a copy of it and delivering that copy to the Secured Party.
- (b) Subject to the rights of any prior encumbrancer, the Chargor will, promptly following request by the Secured Party, deposit with the Secured Party (or as it shall direct) all policy documents relating to the Insurances.

15. **ATTORNEY**

- (a) The Chargor, by way of security, irrevocably appoints the Secured Party, each Receiver and any person nominated for the purpose by the Secured Party or any Receiver (in writing and signed by an officer of the Secured Party or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf

and as its act and deed to execute, deliver and perfect any deed, agreement or other instrument and to do any act or thing:

- (i) which the Chargor is required to do by the terms of any Finance Document; and/or
- (ii) which is for the purpose of enabling the exercise of any rights or powers conferred on the Secured Party or any Receiver by any Finance Document or by law,

and the Chargor covenants with the Secured Party and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.

- (b) The power given under paragraph (a) may be exercised at any time after:
 - (i) following the failure by the Chargor to do that which it is required to do by the terms of any Finance Document or, in the case of paragraph (a)(ii), which is necessary or desirable in the opinion of the Secured Party; or
 - (ii) an Event of Default has occurred, which is continuing.

16. **ENFORCEMENT**

16.1 **Exercise of Enforcement Powers**

At any time after an Event of Default has occurred and is continuing:

- (a) the security created by or pursuant to this deed is enforceable;
- (b) the Secured Party may enforce all or any part of the security and take possession of and hold, sell or otherwise dispose and/or deal with all or any part of the Charged Property; and
- (c) the Secured Party may exercise the power of sale and all other rights and powers conferred by this deed or by statute (as varied or extended by this deed) on the Secured Party or on a Receiver, irrespective of whether the Secured Party has taken possession or appointed a Receiver of the Charged Property.

16.2 **Appointment of Receiver or Administrator**

- (a) Subject to paragraph (d) and (e) below, if:
 - (i) an Event of Default has occurred and is continuing; or
 - (ii) so requested by the Chargor,

the Secured Party may by writing under hand appoint any person (or persons) to be a Receiver of all or any part of the Charged Property.
- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to this deed.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed.
- (d) The Secured Party shall be entitled to appoint a Receiver save to the extent prohibited by section 72A of the Insolvency Act 1986.
- (e) A Receiver may not be appointed solely by reason of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the

Insolvency Act 1986 in relation to the Chargor, other than in respect of a floating charge referred to in section A52(4) of Part A1 of the Insolvency Act 1986.

16.3 **Appropriation**

- (a) In this deed, "**financial collateral**" has the meaning given to that term in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226).
- (b) If an Event of Default has occurred and is continuing the Secured Party may appropriate all or part of the financial collateral in or towards satisfaction of the Secured Money.
- (c) The Secured Party must attribute a value to the appropriated financial collateral in a commercially reasonable manner.
- (d) Where the Secured Party exercises its rights of appropriation and the value of the financial collateral appropriated differs from the amount of the Secured Money, as the case may be, either:
 - (i) the Secured Party must account to the Chargor for the amount by which the value of the appropriated financial collateral exceeds the Secured Money; or
 - (ii) the Chargor will remain liable to the Secured Party for any amount whereby the value of the appropriated financial collateral is less than the Secured Money.

16.4 **Restriction on Withdrawal of Dealing Authority**

The Secured Party shall not be entitled to give any notice referred to in paragraph 2(b) of the notice in the form of schedule 9 (Form of notice to Account Banks) unless and until an Event of Default has occurred and is continuing or any of the circumstances described in clause 3.5 (Conversion of Floating Charge) or clause 3.6(b) (Automatic Conversion of Floating Charge) have arisen.

17. **EXTENSION AND VARIATION OF STATUTORY POWERS**

17.1 **Statutory Powers**

The powers conferred on mortgagees, receivers or administrative receivers by statute shall apply to the security created by this deed, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers conferred by statute and those contained in this deed, those contained in this deed shall prevail.

17.2 **Section 101 LPA Powers**

The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 shall arise on the date of this deed and for that purpose the Secured Money is deemed to have fallen due on the date of this deed.

17.3 **Powers of Leasing**

The Secured Party may lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it thinks fit, without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925.

17.4 **Restrictions Disapplied**

The restrictions on the consolidation of mortgages and on exercise of the power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the security constituted by this deed.

18. **STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER**

18.1 **Receiver as Agent**

Each Receiver shall be the agent of the Chargor which shall be solely responsible for his or her acts or defaults, and for his or her remuneration and expenses, and be liable on any agreements or engagements made or entered into by him or her. The Secured Party will not be responsible for any misconduct, negligence or default of a Receiver.

18.2 **Powers of Receiver**

Each Receiver appointed under this deed shall have all the powers conferred from time to time on receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (each of which is deemed incorporated in this deed), so that the powers set out in schedule 1 to the Insolvency Act 1986 shall extend to every Receiver, whether or not an administrative receiver. In addition, notwithstanding any liquidation of the Chargor, each Receiver shall have power to:

- (a) develop, reconstruct, amalgamate or diversify any part of the business of the Chargor;
- (b) enter into or cancel any contracts on any terms or conditions;
- (c) incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this security or not;
- (d) let or lease or concur in letting or leasing, and vary the terms of, determine, surrender leases or tenancies of, or grant options and licences over, or otherwise deal with, all or any of the Charged Property, without being responsible for loss or damage;
- (e) establish subsidiaries to acquire interests in any of the Charged Property and/or arrange for those subsidiaries to trade or cease to trade and acquire any of the Charged Property on any terms and conditions;
- (f) make and effect all repairs, renewals and improvements to any of the Charged Property and maintain, renew, take out or increase insurances;
- (g) exercise all voting and other rights attaching to the Investments and stocks, shares and other securities owned by the Chargor and comprised in the Charged Property;
- (h) redeem any prior Security on or relating to the Charged Property and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (i) appoint and discharge officers and others for any of the purposes of this deed and/or to guard or protect the Charged Property upon terms as to remuneration or otherwise as he may think fit;

- (j) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor or relating to any of the Charged Property;
- (k) implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on any Property comprised in the Charged Property;
- (l) purchase or acquire any land or any interest in or right over land;
- (m) exercise on behalf of the Chargor all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Property; and
- (n) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this clause 18.2, or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property, and use the name of the Chargor for all such purposes,

and in each case may use the name of any Chargor and exercise the relevant power in any manner which he may think fit.

18.3 Removal of Receiver

The Secured Party may by notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason.

18.4 Remuneration of Receiver

The Secured Party may from time to time fix the remuneration of any Receiver appointed by it. Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this deed.

18.5 Several Receivers

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this deed (unless the document appointing such Receiver states otherwise).

19. PROTECTION OF THIRD PARTIES

19.1 No Obligation to Enquire

No purchaser from, or other person dealing with, the Secured Party, any Receiver or Delegate shall be obliged or concerned to enquire whether:

- (a) the right of the Secured Party or any Receiver to exercise any of the powers conferred by this deed has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or
- (b) any of the Secured Money remains outstanding or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

19.2 **Receipt Conclusive**

The receipt of the Secured Party or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any moneys or other consideration paid to or by the direction of the Secured Party or any Receiver.

20. **PROTECTION OF SECURED PARTY AND RECEIVER**

20.1 **Delegation**

The Secured Party may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this deed to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit. The Secured Party will not be liable or responsible to the Chargor or any other person for any losses arising from any act, default, omission or misconduct on the part of any Delegate.

20.2 **No Liability**

Neither the Secured Party nor any Receiver or Delegate shall be liable in respect of any of the Charged Property 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 caused by its or his or her gross negligence or wilful misconduct.

20.3 **Possession of Charged Property**

Without prejudice to clause 20.2 (No Liability), if the Secured Party or any Delegate enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession.

20.4 **Indemnity**

- (a) The Chargor jointly and severally shall promptly indemnify the Secured Party and every Receiver and Delegate against any cost, loss or liability incurred by any of them as a result of:
 - (i) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;
 - (ii) the taking, holding, protection or enforcement of the security constituted by this deed;
 - (iii) the exercise of any of the rights, powers, discretions, authorities and remedies vested in the Secured Party and each Receiver and Delegate by this deed or by law;
 - (iv) any default by the Chargor in the performance of any of the obligations expressed to be assumed by it in this deed;
 - (v) instructing lawyers, accountants, tax advisors, surveyors or other professional advisors or experts as permitted under the Finance Documents; or
 - (vi) acting as Secured Party, Receiver or Delegate (otherwise, in each case, than by reason of the relevant Secured Party's, Receiver's or Delegate's gross negligence or wilful misconduct).

- (b) The Chargor expressly acknowledges and agrees that the continuation of its indemnity obligations under this clause 20.4 will not be prejudiced by any release of security or disposal of any Charged Property.
- (c) The Secured Party and every Receiver and Delegate may indemnify itself out of the Charged Property in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this clause 20.4.

21. APPLICATION OF ENFORCEMENT PROCEEDS

21.1 Order of Application

All proceeds of enforcement (whether cash or non-cash) received or recovered by the Secured Party or any Receiver pursuant to this deed shall (subject to the claims of any person having prior rights thereto) be applied in the following order notwithstanding any purported appropriation by the Chargor;

- (a) in discharging any sums owing to the Secured Party, any Receiver or any Delegate;
- (b) in payment of all costs and expenses incurred by the Secured Party in connection with any realisation or enforcement of the security created by this deed taken in accordance with the terms of this deed; and
- (c) in payment to the Facility Agent for application in accordance with clause 30.3 (Partial Payments) of the Facilities Agreement.

21.2 Suspense Account

- (a) Until the Secured Money is paid in full, the Secured Party may place and keep (to the extent possible and for such time as it shall determine) any recoveries or other proceeds of enforcement (whether cash or non-cash) received pursuant to this deed or otherwise on account of the Chargor's liability in respect of the Secured Money in an interest bearing separate suspense account, without having any obligation to apply all or any part of the same in or towards discharge of the Secured Money.
- (b) If the security created by this deed is enforced at a time when no amount is due under the Finance Documents but at the time when amounts may or will become due, the Secured Party may pay any recoveries or other proceeds of enforcement into a suspense account.

22. PROTECTION OF SECURITY

22.1 Continuing Security

This security is to be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Money or any other matter or thing.

22.2 Other Security

- (a) This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or other right which the Secured Party may now or after the date of this deed hold for any of the Secured Money.
- (b) This security may be enforced against the Chargor without first having recourse to any other rights of the Secured Party.

22.3 Cumulative Powers

- (a) The powers which this deed confers on the Secured Party and any Receiver appointed under this deed are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate.
- (b) The Secured Party or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever.
- (c) The respective powers of the Secured Party and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

22.4 Amounts Avoided

If any amount paid by the Chargor in respect of the Secured Money is capable of being avoided or set aside on the liquidation or administration of the Chargor or otherwise, then for the purposes of this deed that amount shall not be considered to have been paid.

22.5 Discharge Conditional

If any discharge, release or arrangement (whether in respect of the obligations of the Chargor or in respect of any security for those obligations or otherwise) is made by the Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Chargor under this deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

22.6 Waiver of Defences

The obligations of the Chargor under this deed will not be affected by an act, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this deed (without limitation and whether or not known to it or the Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any person;
- (b) the release of any person under the terms of any composition or arrangement;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (g) any insolvency or similar proceedings.

22.7 Non-competition

Until all amounts which may be or become payable in respect of the Secured Money have been irrevocably paid in full and unless the Secured Party otherwise directs, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this deed or by reason of any amounts being payable, or liability arising under this deed:

- (a) to claim any right of indemnity or contribution in respect of any payment made or other satisfaction of the Chargor's liability under this deed;
- (b) to take the benefit (whether by way of subrogation or otherwise) of any rights of the Secured Party under the Finance Documents; and/or
- (c) to claim or prove as a creditor of any Obligor in competition with the Secured Party.

The Chargor shall hold any benefit, payment or distribution received by it contrary to this clause 22.7 (Non-competition) on trust for the Secured Party and shall promptly pay or transfer the same to the Secured Party or as the Secured Party may direct for application in accordance with clause 21 (Application of Enforcement Proceeds).

22.8 Subsequent Security - Ruling-off Accounts

If the Secured Party receives notice of any subsequent Security or other interest affecting any of the Charged Property it may open a new account for the Chargor in its books. If it does not do so then (unless it gives express notice to the contrary to the Chargor), as from the time it receives that notice, all payments made by the Chargor to it shall (in the absence of any express appropriation to the contrary) be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Money.

22.9 Redemption of Prior Charges

The Secured Party may, at any time after an Event of Default has occurred and is continuing, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor. The Chargor will on demand pay to the Secured Party all principal monies and interest and all losses incidental to any such redemption or transfer.

23. COSTS AND EXPENSES

23.1 Initial Expenses

The Chargor shall on demand pay to each of the Secured Party and any Receiver the amount of all costs and expenses (including legal fees) reasonably incurred by any of them (and, in the case of the Secured Party, by any Delegate) in connection with:

- (a) the negotiation, preparation, printing, execution, completion and perfection of this deed and any other documents referred to in, or incidental to, this deed; and
- (b) any amendment, waiver or consent relating to this deed (and documents, matters or things referred to in this deed).

23.2 Enforcement Expenses

The Chargor shall, within three Business Days of demand, pay to each of the Secured Party and any Receiver the amount of all costs and expenses (including legal fees) incurred by it in connection with the enforcement of or the preservation of any rights under (and any documents referred to in) this deed and any proceedings instituted by or against the

Secured Party as a consequence of taking or holding the security created by this deed or enforcing these rights.

23.3 **Stamp Duties, etc**

The Chargor shall pay and, within three Business Days of demand, indemnify the Secured Party against any cost, loss or liability the Secured Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of this deed.

23.4 **Default Interest**

The provisions of clause 12.3 (Default interest) of the Facility Agreement apply to this document as if set out in full in this document, except that "Lender" is to be read as "Secured Party" and "Borrower" or "Guarantor" are to be read as "Chargor" and with any other necessary changes.

24. **SET-OFF**

- (a) The Secured Party may set off any matured obligation due from the Chargor under the Finance Documents (to the extent beneficially owned by the Secured Party) against any matured obligation owed by that Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (b) If the relevant obligation or liability of the Chargor is unliquidated or unascertained, the Secured Party may set-off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained.

25. **NOTICES**

25.1 **Communications in Writing and Addresses**

Clauses 32.1 (Communications in writing) and 32.2 (Addresses) of the Facility Agreement shall be deemed to be incorporated in this deed as if set out in full, mutatis mutandis.

25.2 **Delivery**

- (a) Any communication or document made or delivered by one person to another under or in connection with this deed will only be effective:
 - (i) if by way of fax, when received in legible form; or
 - (ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 25.1 (Communications in Writing and Addresses), if addressed to that department or officer.
- (b) Any communication or document to be made or delivered to the Secured Party will be effective only when actually received by the Secured Party and then only if it is expressly marked for the attention of the department or officer identified with the Secured Party's signature below (or any substitute department or officer as the Secured Party shall specify for this purpose).

25.3 **Electronic Communication**

Any communication to be made in connection with this deed, between any two parties to this deed may be made by electronic mail or other electronic means:

- (a) to the extent that those two parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication and if those two parties:
 - (i) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
 - (ii) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.
- (b) Any electronic communication made between those two parties will be effective only when actually received in readable form and in the case of any electronic communication made by a party to the Secured Party only if it is addressed in such a manner as the Secured Party shall specify for this purpose.
- (c) Any electronic communication which becomes effective, in accordance with paragraph (b) above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

26. **CHANGES TO PARTIES**

26.1 **Assignment by the Secured Party**

The Secured Party may at any time assign or otherwise transfer all or any part of its rights under this deed in accordance with the Finance Documents.

26.2 **Changes to Parties**

The Chargor authorises and agrees to changes to parties under clause 27 (Changes to the Lenders) and clause 28 (Changes to the Obligors) of the Facility Agreement, and authorises the Secured Party to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

27. **DISCHARGE**

Subject to clauses 22.5 (Discharge Conditional) and 28.2 (No Discharge), the Secured Party shall at the request and cost of the Chargor reconvey, surrender or release any remaining Charged Property (as appropriate) to the Chargor and the Charged Property will then be discharged from this deed:

- (a) when the Secured Party is satisfied that:
 - (i) all the Secured Money has been irrevocably paid and discharged in full or satisfied in accordance with this deed; and
 - (ii) no amount remains contingently payable or may become payable on the security of this document (including under an indemnity); and
- (b) on payment or retention of all expenses incurred by or payable to the Secured Party, any Receiver or Delegate.

28. **CURRENCY**

28.1 **Conversion**

All monies received or held by the Secured Party or any Receiver under this deed may be converted into any other currency which the Secured Party considers necessary to discharge any obligations and liabilities comprised in the Secured Money in that other currency at a market rate of exchange then prevailing.

28.2 **No Discharge**

No payment to the Secured Party (whether under any judgment or court order or otherwise) shall discharge any obligation or liability in respect of which it was made unless and until the Secured Party has received payment in full in the currency in which the obligation or liability is payable or, if the currency of payment is not specified, was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Secured Party shall have a further separate cause of action in relation to the shortfall and shall be entitled to enforce the security constituted by this deed to recover that amount.

29. **MISCELLANEOUS**

29.1 **Certificates Conclusive**

A certificate or determination of the Secured Party as to any amount or rate under this deed is, in the absence of manifest error, conclusive evidence of the matter to which it relates.

29.2 **Invalidity of any Provision**

If any provision of this deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

29.3 **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.

29.4 **Failure to Execute**

Failure by one or more parties ("**Non-Signatories**") to execute this deed on the date hereof will not invalidate the provisions of this deed as between the other parties who do execute this deed. Such Non-Signatories may execute this deed on a subsequent date and will thereupon become bound by its provisions.

30. **GOVERNING LAW AND JURISDICTION**

- (a) This deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or any non-contractual obligation arising out of or in connection with this deed) (a "**Dispute**").
- (c) The parties to this deed 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.

IN WITNESS whereof this deed has been duly executed and delivered on the above date first above written

SCHEDULE 1

Property

Registered Land

None at the date of this deed.

Unregistered Land

None at the date of this deed.

SCHEDULE 2**Subsidiary Shares**

Chargor	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Trajan Scientific Europe Ltd	Trajan Scientific Germany GmbH	€27,500 of €1 ordinary 27,500 shares. Wholly owned subsidiary by the parent, Trajan Scientific Europe Ltd.	N/A

SCHEDULE 3**Collection Accounts**

Account Name	Bank	BIC	IBAN
Trajan Scientific Europe Ltd – EUR	HSBC UK Bank PLC	████████	████████████████████
Trajan Scientific Europe Ltd – GBP	HSBC UK Bank PLC	████████	████████████████████
Trajan Scientific Europe Ltd – USD	HSBC UK Bank PLC	████████	████████████████████
TRAJAN SCIENTIFIC EUROPE LIMITED – EUR - FRANCE	HSBC France	████████	████████████████████

SCHEDULE 4

Assigned Agreements

None at the date of this deed.

SCHEDULE 5

Insurances

Insurance: Commercial Combined Insurance

Property damage and business insurance

Insurer: AVIVA

Policy Number: 100560605CCI

Start Date: 15.03.2021

End Date: 14.03.2022

Insurance: Commercial Loss Recovery Insurance

Insurer: AVIVA

Policy Number: 1363849

Start Date: 15.03.2021

End Date: 14.03.2022

SCHEDULE 6

Intellectual property

None at the date of this deed.

SCHEDULE 7

Equipment

None at the date of this deed.

SCHEDULE 8

Forms of notice to counterparties

Part 1

Form of notice to counterparties of Assigned Agreements

To: **[insert name and address of counterparty]**

Dated: ●

Re: [here identify the relevant Assigned Agreement] (the "Agreement")

We notify you that Trajan Scientific Europe Ltd (the "**Chargor**") has assigned to HSBC Bank Australia Limited (the "**Secured Party**") all its right, title and interest in the Agreement as security for certain obligations owed by the Chargor and others to the Secured Party.

We further notify you that:

1. the Chargor may not amend or terminate the Agreement without the prior written consent of the Secured Party;
2. you may continue to deal with the Chargor in relation to the Agreement until you receive written notice to the contrary from the Secured Party. Thereafter, the Chargor will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Secured Party;
3. you are authorised to disclose information in relation to the Agreement to the Secured Party on request;
4. after receipt of written notice in accordance with paragraph 2 above, you must pay all monies to which the Chargor is entitled under the Agreement direct to the Secured Party (and not to the Chargor) unless the Secured Party otherwise agrees in writing; and
5. the provisions of this notice may only be revoked with the written consent of the Secured Party.

Please sign and return the enclosed copy of this notice to the Secured Party (with a copy to the Chargor) by way of confirmation that:

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (b) you have not received notice that the Chargor has assigned or charged its rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party; and
- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Chargor any right of set-off, counter-claim or other right relating to the Agreement.

The provisions of this notice are governed by English law.

Yours faithfully

.....

Name:

for and on behalf of

Trajan Scientific Europe Ltd

[On acknowledgement copy]

To: HSBC Bank Australia Limited

[address of Secured Party]

Copy to: Trajan Scientific Europe Ltd

[address of Chagor]

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (c) above.

.....

Name:

for and on behalf of

[insert name of Counterparty]

Dated: ●

Part 2

Form of notice to insurers

To: **[insert name and address of insurance company]**

Dated: ●

Re: [here identify the relevant insurance policy(ies)] (the "Policies")

We notify you that Trajan Scientific Europe Ltd (the "**Chargor**") has assigned to HSBC Bank Australia Limited (the "**Secured Party**") all its right, title and interest in the benefits arising under the Policies (including rights of recovery and proceeds) as security for certain obligations owed by the Chargor and others to the Secured Party. The Chargor remains the insured person under the Policies.

We further notify you that:

1. the Chargor may not amend or terminate the Policies without the prior written consent of the Secured Party;
2. you may continue to deal with the Chargor in relation to the Policies until you receive written notice to the contrary from the Secured Party. Thereafter, the Chargor will cease to have any right to deal with you in relation to the Policies and therefore from that time you should deal only with the Secured Party;
3. you are authorised to disclose information in relation to the Policies to the Secured Party on request; and
4. the provisions of this notice may only be revoked with the written consent of the Secured Party.

Please sign and return the enclosed copy of this notice to the Secured Party (with a copy to the Chargor) by way of confirmation that:

- (a) you agree to act in accordance with the provisions of this notice;
- (b) you have noted the Secured Party's interest as first mortgagee and as first loss payee on the Policies;
- (c) [after receipt of written notice in accordance with paragraph 2 above,] you will pay all monies to which the Chargor is entitled under the Policies direct to the Secured Party (and not to the Chargor) unless the Secured Party otherwise agrees in writing;
- (d) you will not cancel or otherwise allow the Policies to lapse without giving the Secured Party not less than 14 days' written notice;
- (e) you have not received notice that the Chargor has assigned or charged its rights under the Policies to a third party or created any other interest (whether by way of security or otherwise) in the Policies in favour of a third party; and
- (f) you have not claimed or exercised nor do you have any outstanding right to claim or exercise against the Chargor, any right of set-off, counter-claim or other right relating to the Policies.

The provisions of this notice are governed by English law.

Yours faithfully

.....
Name:

for and on behalf of

Trajan Scientific Europe Ltd

[On acknowledgement copy]

To: HSBC Bank Australia Limited

[address of Secured Party]

Copy to: Trajan Scientific Europe Ltd

[address of Chargor]

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (f) above.

.....
Name:

for and on behalf of

[insert name of insurance company]

Dated: ●

SCHEDULE 9**Form of notice to Account Banks**

To: **[insert name and address of Account Bank]** (the "**Account Bank**")

Dated: ●

Re: Trajan Scientific Europe Ltd - Security over Bank Accounts

We notify you that Trajan Scientific Europe Ltd (the "**Chargor**") has assigned to HSBC Bank Australia Limited (the "**Secured Party**") for the benefit of itself all of its right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice (the "**Charged Accounts**") and to all interest (if any) accruing on the Charged Accounts.

1. We irrevocably authorise and instruct you:
 - (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Secured Party and to pay all or any part of those monies to the Secured Party (or as it may direct) promptly following receipt of written instructions from the Secured Party to that effect; and
 - (b) to disclose to the Secured Party any information relating to the Customer and the Charged Accounts which the Secured Party may from time to time request you to provide.
2. We also advise you that:
 - (a) by counter-signing this notice the Secured Party confirms that the Customer may make withdrawals from the Charged Accounts designated as "Not blocked" in the schedule below until such time as the Secured Party shall notify you in writing that their permission is withdrawn. That permission may be withdrawn or modified by the Secured Party in its absolute discretion at any time; and
 - (b) the provisions of this notice may only be revoked or varied with the prior written consent of the Secured Party.
3. Please sign and return the enclosed copy of this notice to the Secured Party by way of your confirmation that:
 - (a) you agree to act in accordance with the provisions of this notice;
 - (b) you have not received notice that the Customer has assigned or charged its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party;
 - (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts, except for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Secured Party; and

- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against the Customer, any right of set-off, counter-claim or other right relating to the Charged Accounts.

The provisions of this notice are governed by English law.

Schedule

Customer	Account Number	Sort Code	Status
●	●	●	[Blocked][Not blocked]

Yours faithfully,

.....
Name:
for and on behalf of
Trajan Scientific Europe Ltd

Counter-signed by

.....
Name:
for and on behalf of
HSBC Bank Australia Limited

[On acknowledgement copy]

To: HSBC Bank Australia Limited

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (d) above.

.....
Name:
for and on behalf of
[Insert name of Account Bank]

Dated: ●

SIGNATORIES TO DEBENTURE

EXECUTED as a deed.

Each person who executes this document on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

Chargor

Executed as a deed by **TRAJAN
SCIENTIFIC EUROPE LTD:**

Director

Director/Secretary

DocuSigned by:

B71758049BCB4E4...

Robert Lyon

Name:

DocuSigned by:

E3F0197FCBAA4B3...

Name: Stephen Tomisich

Secured Party

SIGNED, SEALED AND DELIVERED
for **HSBC BANK AUSTRALIA LIMITED**
ABN 48 006 434 162 under power of
attorney in the presence of:

Signature of witness

Name

DocuSigned by:

CFB840421047446...

Signature of attorney

Stephen A O'CONNOR

Name

27 JUNE 2018

Date of power of attorney

SIGNATORIES TO DEBENTURE**EXECUTED as a deed.**

Each person who executes this document on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

Chargor


Executed as a deed by **TRAJAN**)
SCIENTIFIC EUROPE LTD:)
)
)

Director
 Name:

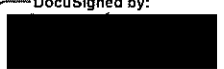
Director/Secretary
 Name:

Secured Party

SIGNED, SEALED AND DELIVERED)
 for **HSBC BANK AUSTRALIA LIMITED**)
 ABN 48 006 434 162 under power of)
 attorney in the presence of:)

DocuSigned by:)
)
 7F0E7B8BE803474)
 Signature of witness)

Matthew Kelly)
 Name)

DocuSigned by:)
)
 CFB840421047446...)
 Signature of attorney)

Stephen A O'CONNOR)
 Name)

27 JUNE 2018)
 Date of power of attorney)