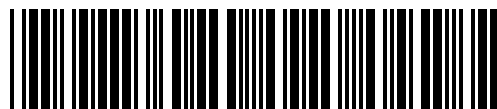




Registration of a Charge

Company Name: **POPERINGE LIMITED**

Company Number: **02848867**



Received for filing in Electronic Format on the: **31/01/2024**

XCVW932Z

Details of Charge

Date of creation: **23/01/2024**

Charge code: **0284 8867 0001**

Persons entitled: **JOSEPH SAMPSON
DOROTHY JEAN CROZIER SAMPSON**

Brief description: **CONTAINS A FIXED CHARGE OVER REAL PROPERTY, PLANT AND
MACHINERY, SHARES AND INVESTMENTS, INSURANCE POLICIES,
GOODWILL AND UNCALLED CAPITAL, INTELLECTUAL PROPERTY,
DEBTS AND CHARGOR'S TRADING BANK ACCOUNT**

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED
AS PART OF THIS APPLICATION FOR REGISTRATION IS A
CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

ELLIS JONES SOLICITORS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2848867

Charge code: 0284 8867 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd January 2024 and created by **POPERINGE LIMITED** was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st January 2024 .

Given at Companies House, Cardiff on 1st February 2024

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**

Dated this the 23rd day of *January* 2024

DEBENTURE

(1) POPERINGE LIMITED (Chargor)

and

(2) JOSEPH SAMPSON (Chargee)

and

**(3) DOROTHY JEAN CROZIER SAMPSON
(Chargee)**

Contents

1	Definitions and interpretation.....	1
2	Covenant to pay	6
3	Fixed and floating security	6
4	Crystallisation of floating charge	8
5	Representations and warranties.....	9
6	Undertakings	10
7	Shares and Investments: voting rights and dividends.....	16
8	Perfection of security	16
9	Further assurance	17
10	Enforcement	18
11	Right of appropriation	18
12	Appointment and powers of a Receiver	19
13	Power of attorney	20
14	Other powers exercisable by the Chargees	21
15	Powers of sale, leasing, accepting surrenders and severance	22
16	Protection of third parties.....	22
17	Consolidation of mortgages.....	22
18	Rights of Chargees or Receiver to remedy breach	23
19	Application of money received by the Chargees or a Receiver	23
20	Default interest	23
21	Costs, expenses and indemnity	23
22	Payments.....	24
23	Currency indemnity.....	24
24	Information.....	24
25	Transfers.....	24
26	Notices.....	25

27	Amendments	25
28	Remedies and waivers	25
29	Continuing and additional security	26
30	Opening of new accounts	26
31	No prejudice	26
32	No merger	26
33	Evidence of debt	26
34	Redemption of security and releases	27
35	Conditional discharge	27
36	Partial invalidity	27
37	Counterparts	27
38	Governing law and jurisdiction	28

THIS DEED is made on the 23rd day of January 2024

PARTIES

- (1) **POPERINGE LIMITED**, a company incorporated in England and Wales with registered number 02848867 whose registered office is at 9 New Concordia Wharf, Mill Street, London, SE1 2BB (the **Chargor**); and
- (2) **JOSEPH SAMPSON** and **DOROTHY JEAN CROZIER SAMPSON** of 9 New Concordia Wharf, Mill Street, London, SE1 2BB (each a **Chargee**, together the **Chargees**).

RECITALS:

- A Pursuant to a sale of all of their shares (**Sale Shares**) in the Chargor to **POPERINGE HOLDINGS LIMITED (Buyer)**, after completion the Chargees remain owed a certain portion of the total Consideration in accordance with the terms of a Share Purchase Agreement (**SPA**; as defined below) which SPA was entered into on the same date immediately prior to this Debenture.
- B A condition of the Chargees agreeing to allow the Buyer to pay a certain portion of the Consideration due for their Sale Shares post completion as deferred consideration is that the Chargor (a wholly owned subsidiary of the Buyer) must immediately following completion of the sale enter into this Debenture in favour of the Chargees for the purpose of providing security to the Chargees in respect of the Secured Obligations (as defined below).

IT IS AGREED as follows:

1 Definitions and interpretation.

1.1 Definitions

In this Deed, unless otherwise provided:

Company Car	means the Volkswagen Golf with registration KX18 VHU owned by the Company at the date of Completion;
Floating Charge Assets	means the assets for the time being comprised within the floating charge created by Clause 3.4 (Floating charge);
Insurance Policies	means each of the insurance policies now or in the future held by or otherwise benefiting the Chargor and any insurance policies that are effected to renew, substitute or replace any such insurance policies and 'Insurance Policy' means any one of them;
Intellectual Property	means any present or future: (a) patents, trade marks, service marks, brand and trade names, domain names, copyrights, design rights and registered designs, documented trade

secrets and know-how, confidential information and other intellectual property rights and interests;

- (b) applications for the protection of any such rights and assets in any part of the world; and
- (c) agreements and licences relating to the rights to use such assets or exploitation of any such rights and assets,

held by or for the benefit of the Chargor;

means the Law of Property Act 1925;

means a party to this Deed;

means:

- (a) the Security Interests constituted by or arising under this Deed;
- (b) any lien arising in the ordinary course of trading and by operation of law; and
- (c) any Security Interest arising under retention of title, hire purchase or similar arrangements entered into in the ordinary course of business and on the supplier's usual terms and not because the Chargor has breached those terms;
- (d) the JS and DS Loan Agreement as defined in clause 1.1 of the SPA.

LPA 1925

Party

Permitted Security

the Law of Property Act 1925
the Law of Property Act 1925
the Law of Property Act 1925

Plant and Machinery

means any present or future plant, machinery, office equipment, computers, vehicles and other chattels of the Chargor (excluding those forming part of the Chargor's stock in trade or work in progress);

Real Property

means:

- (a) any present or future freehold and/or leasehold properties in which the Chargor has an interest; and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of any of

such properties;

Receiver

means any receiver appointed under this Deed or pursuant to any applicable law, whether alone or jointly, and includes a receiver and/or manager and an administrative receiver (if the Chargees is permitted to appoint such administrative receiver);

Related Rights

means all of the present and future rights to:

- (a) dividends, distributions, interest and other income from the Shares and Investments;
- (b) allotments, rights, money or property arising from the Shares and Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise;
- (c) stock, shares and securities offered in addition to or substitution for the Shares and Investments; and
- (d) proceeds of, or from, the disposal of, or other dealing with, any Shares and Investments;

Secured Assets

means all of the present and future assets and undertaking of the Chargor which from time-to-time are the subject of any Security Interest created, or purported to be created, by or pursuant to this Deed;

Secured Obligations

means the Guaranteed Obligations as defined in clause 1.1 of the SPA owed by either Poperinge Holdings Limited or the Chargor to the Chargees under or in connection with the Share Purchase Agreement together with all losses, costs, charges, expenses and liabilities including interest incurred by the Chargees in connection with the protection, preservation or enforcement of its rights under the Share Purchase Agreement;

Secured Share Assets

means all of the:

- (a) Shares and Investments; and
- (b) Related Rights;

Security Interest	means any charge, pledge, mortgage, lien or other security interest securing any obligations of any person or any other arrangement of any type whatsoever having the effect of conferring security or a similar effect;
Security Period	means the period beginning on the date of this Deed and ending on the date on which the Chargees is satisfied that the Secured Obligations have been unconditionally and irrevocably discharged in full and that no further Secured Obligations are capable of being outstanding;
Shares and Investments	means all of the present and future: <ul style="list-style-type: none"> (a) shares owned or held by the Chargor, or by any nominee on behalf of the Chargor, in any company; and (b) stocks, debentures, securities and certificates of deposit held by the Chargor or by any nominee on behalf of the Chargor.
Share Purchase Agreement	means the share purchase agreement entered into by the POPERINGE HOLDINGS LIMITED, the Chargees and Christopher Win Hlaing and Emma Lesley Teulon-Byom on same date as this Deed in relation to the acquisition of the Chargor by POPERINGE HOLDINGS LIMITED;
Insurance Policies	means the insurance policies put in place by the Chargor and were effective at the date of Completion as defined in the share Purchase Agreement;
Properties	means those properties used by the Chargor at the date of Completion as defined in the share Purchase Agreement and 'property' means any one of them;
Sterling	and £ mean the lawful currency of the United Kingdom; and
Trading Bank Account	the Chargor's usual trading bank account in place at date of Completion (as defined under the Share Purchase Agreement).

1.2 Incorporation of the Share Purchase Agreement definitions

Unless defined otherwise in this Deed, or the context requires otherwise, all words or expressions defined in the Share Purchase Agreement have the same meaning in this Deed.

1.3 Interpretation

1.3.1 In this Deed, unless the context otherwise requires:

- (a) words in the singular include the plural and vice-versa;
- (b) 'including' means 'including without limitation';
- (c) where an act is required to be performed promptly, it must be performed as soon as reasonably possible from the moment when the act could reasonably have been performed, having regard to all of the circumstances;
- (d) a time of day is a reference to London time;
- (e) a reference to any Party shall be construed as including, where relevant, successors in title to that Party, and that Party's permitted assigns and transferees (if any);
- (f) a reference to a person includes individuals, unincorporated bodies, government entities, companies and corporations;
- (g) a reference to a Clause or a Schedule is to a clause of, or schedule to, this Deed;
- (h) a reference to this Deed, any other document or any other agreement is a reference to that document as amended, novated, supplemented, restated or replaced from time-to-time in accordance with its terms; and
- (i) references to legislation include any modification or re-enactment of such legislation or any part of it.

1.3.2 A reference to this Deed includes its Schedules, which form part of this Deed.

1.3.3 The table of contents and any Clause title, Schedule title or other headings in this Deed are included for convenience only and shall have no effect on the interpretation of this Deed.

1.3.4 An Event of Default is 'continuing' if it has not been waived in writing by the Chargees.

1.4 Incorporation of Share Purchase Agreement terms

All relevant clauses of the Share Purchase Agreement apply to this Deed and shall be treated as if they were expressly incorporated into and set out in full in this Deed. In circumstances where there is disagreement between the Chargor and the Chargees as to which clauses of said agreements are deemed relevant and incorporated into this Deed, the decision of the Chargees shall be final and binding on all parties to this Deed and any other person or company.

1.5 Contract for the disposition of Real Property

The terms of the Share Purchase Agreement and each related document and any side letters between the Parties in relation to the Share Purchase Agreement and related documents are incorporated into this Deed to the extent required for any purported disposition of any Real

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.

1.6 Third party rights

1.6.1 Except as expressly provided for in this Deed, a person who is not a Party (other than a Receiver or any of the Receiver's delegates or sub-delegates) shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Deed.

1.6.2 The Parties may terminate or rescind this Deed, or agree to any variation, waiver or settlement in connection with it, without the consent of any third party, whether or not it extinguishes or alters any entitlement they may have to enforce any of the provisions of this Deed.

2 Covenant to pay

The Chargor covenants with the Chargees that it shall, on demand by the Chargees, pay and discharge all the Secured Obligations when due, (together with all interest, fees, costs and expenses charged by or incurred by the Chargees in connection with the Chargor's obligations to pay and discharge the Secured Obligations).

3 Fixed and floating security

3.1 Legal mortgage

The Chargor, with full title guarantee, charges by way of legal mortgage, in favour of the Chargees, all of the Real Property in which the Chargor has an interest on the date of this Deed as security for the payment and discharge of the Secured Obligations.

3.2 Fixed charges

To the extent not validly or effectively charged by way of legal mortgage under Clause 3.1 (Legal mortgage) or assigned under Clause 3.3 (Assignments by way of security), the Chargor, with full title guarantee, charges by way of fixed charge, in favour of the Chargees, all of the Chargor's rights, title and interest from time-to-time in and to each of the following assets, as security for the payment and discharge of the Secured Obligations:

3.2.1 Real Property

- (a) its Real Property;
- (b) all rental and other income and all debts, rights and claims now or in the future due or owing to the Chargor under or in connection with any lease, agreement or licence relating to its Real Property;
- (c) all of the Chargor's present and future rights and claims against the lessees, sub-lessees or licensees of its Real Property and all guarantors and sureties for the obligations of such lessees, sub-lessees or licensees; and
- (d) each of the present and future agreements, licences, options, contracts, guarantees, warranties, easements, agreements for lease, and any other document, in each case, entered into by the Chargor relating to the use, acquisition, exploitation, disposal of or dealings with any of the Real Property;

3.2.2 Plant and Machinery

all Plant and Machinery;

3.2.3 Shares and Investments

- (a) all of its Shares and Investments; and
- (b) all the Related Rights;

3.2.4 Insurance Policies

- (a) all of the Chargor's rights and claims arising in relation to each of the Insurance Policies, including the benefit of all claims arising and all money payable under the Insurance Policies;
- (b) all of the Chargor's rights and claims arising in relation to each of the other Insurance Policies, including the benefit of all claims arising and all money payable under such Insurance Policies;

3.2.5 Goodwill and uncalled capital

all its goodwill and all rights and claims relating to the uncalled capital of the Chargor;

3.2.6 Intellectual Property

all of the Chargor's rights, title and interest in the Intellectual Property; and

3.2.7 Debts

all of its present and future book and other debts that the Chargor is required to pay into the Chargor's Trading Bank Account pursuant to the terms of Clause 6 (Undertakings) of this Deed; and

3.2.8 Chargor's Trading Bank Account

all money at any time standing to the credit of the Chargor's Trading Bank Account, whether in Sterling or any other currency and whether in addition to or by way of renewal or replacement for any sums previously deposited or otherwise, together with all interest accruing from time to time in respect of such money and all present and future rights, claims and interests in and to such money.

3.3 Assignments by way of security

- 3.3.1 The Chargor, with full title guarantee, assigns absolutely to the Chargees, as security for the payment and discharge of the Secured Obligations all of the Chargor's rights and claims in relation to the Insurance Policies.
- 3.3.2 Notwithstanding the other terms of this Clause 3.3 (Assignments by way of security), prior to the occurrence of an Event of Default, the Chargor may, subject to the other terms of the Share Purchase Agreement, continue to exercise all and any of its rights under and in connection with the assets specified in Clause 3.3.1.

3.4 Floating charge

- 3.4.1 The Chargor, with full title guarantee, charges by way of floating charge in favour of the Chargees as security for the payment and discharge of the Secured Obligations,

all of its present and future assets (except to the extent that those assets are for the time being effectively charged by way of legal mortgage or fixed charge or assigned under Clauses 3.1 (Legal mortgage), 3.2 (Fixed charges) or 3.3 (Assignments by way of security)) including any assets in relation to which the security created by this Deed has been reconverted into a floating charge under Clause 4.4 (Decrystallisation of floating charge).

3.4.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by Clause 3.4.1.

4 Crystallisation of floating charge

4.1 Crystallisation by notice

4.1.1 Unless automatic crystallisation has already occurred under Clause 4.2 (Automatic crystallisation), the floating charge created by Clause 3.4 (Floating charge) may be crystallised into a fixed charge by the Chargees giving written notice to the Chargor in relation to any or all of the Floating Charge Assets, if:

- (a) the Security Interests created by or pursuant to this Deed become enforceable in accordance with Clause 10 (Enforcement); or
- (b) the Chargees consider (in their reasonable opinion), that crystallisation is required to protect the priority of the security created under this Deed.

4.1.2 If no Floating Charge Assets are specified in the notice referred to in Clause 4.1.1, the crystallisation shall take effect over all the Floating Charge Assets.

4.1.3 The floating charge created by Clause 3.4 (Floating Charge) may not be crystallised into a fixed charge 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, unless the floating charge is a security financial collateral arrangement (within the meaning of regulation 3 of the Financial Collateral Arrangements (No 2) Regulations 2003, SI 2003/3226).

4.2 Automatic crystallisation

The floating charge created by Clause 3.4 (Floating charge) shall automatically and with immediate effect crystallise (without notice) into a fixed charge in relation to all the Floating Charge Assets upon the occurrence of any of the following:

- 4.2.1 the Chargor, without the Chargees' prior written consent, resolves to take or takes any step to create a Security Interest (other than Permitted Security) or trust over any Floating Charge Asset or to dispose of any Floating Charge Asset (except any disposal in the ordinary course of its business unless such disposal is prohibited by the Share Purchase Agreement as defined therein);
- 4.2.2 any person resolves to take or takes any step to levy any distress, execution, sequestration or other process against any Floating Charge Asset;
- 4.2.3 an application for an administration order in relation to the Chargor is issued; or
- 4.2.4 any person (who is entitled to do so) gives notice of its intention to appoint an administrator to the Chargor or files such a notice with the court.

4.3 Assets acquired post-crystallisation

Any assets acquired by the Chargor after crystallisation has occurred (and that are not effectively charged by way of legal mortgage or fixed charge or assigned under Clauses 3.1 (Legal mortgage), 3.2 (Fixed charges) or 3.3 (Assignments by way of security)) shall become subject to the floating charge created by Clause 3.4 (Floating charge) so that the crystallisation shall be effective as if such assets were owned by the Chargor at the date of crystallisation.

4.4 Decrystallisation of floating charge

Any charge that has crystallised under Clause 4.1 (Crystallisation by notice) or Clause 4.2 (Automatic crystallisation) may by notice in writing (given at any time by the Chargees), be reconverted into a floating charge in relation to the assets or class of assets specified in that notice.

5 Representations and warranties

- 5.1 The Chargor makes the following representations and warranties to and for the benefit of the Chargees on the date of this Deed and acknowledges that the Chargees has entered into the Share Purchase Agreement in reliance on such representations and warranties:

5.1.1 General

- (a) subject to the Legal Reservations, this Deed creates the Security Interests that it purports to create and each such Security Interest constitutes a legal, valid and effective Security Interest with first ranking priority;
- (b) no Security Interest subsists over any of the Secured Assets except for the Security Interests created by or pursuant to any Permitted Security and no person holds an interest in any of the Secured Assets other than under a Permitted Security;
- (c) it is the sole legal and beneficial owner of all of the Secured Assets and on it acquiring any property forming part of the Secured Assets, it will be the sole legal and beneficial owner of that property; and
- (d) all third party consents required to ensure the effective creation of the Security Interests envisaged by this Deed have been obtained;

5.1.2 Real Property

- (a) all Real Property which is material to the Chargor's business;
- (b) no breach of any law (including environmental law), regulation or covenant or the terms of any planning permission has occurred and is continuing which has or would be reasonably likely to have a material adverse effect on the value or use of its Real Property or any part of it;
- (c) no covenants, agreements, stipulations, reservations, conditions, interest, rights or other matters whatsoever affect any of its Real Property which have or would be reasonably likely to have a material adverse effect on the value or use of its Real Property or any part of it;
- (d) nothing has arisen or has been created or is subsisting which would be an overriding interest or an unregistered interest over any of its Real Property which would have or be reasonably likely to have a material adverse effect on the value or use of its Real Property or any part of it;

- (e) it has all facilities (including access) necessary for the enjoyment and use of all of its Real Property where the lack of those facilities would have or be reasonably likely to have a material adverse effect on the value or use of its Real Property or any part of it;
- (f) no facility necessary for the enjoyment and use of any of its Real Property is on terms entitling any person to terminate or curtail its use;
- (g) it has received no notice of any adverse claims by any person in respect of any of its Real Property which, if adversely determined, would or would be reasonably likely to have a material adverse effect on the value or use of its Real Property or any part of it; and
- (h) no hazardous or toxic materials, substances, pollutants, contaminants or wastes have at any time been released into the environment or deposited, discharged, displaced or disposed of at its Real Property;

5.1.3 Shares and Investments

- (a) the Secured Share Assets are duly authorised, validly issued, fully called up, fully paid and not subject to any option to purchase or similar right;
- (b) any transfer of any of the Secured Share Assets as a result of the creation or enforcement of this Deed is and will not be restricted in any way by the constitutional documents of any company in which the Secured Share Assets are held; and
- (c) it has not made any nomination under section 145 of the Companies Act 2006 in connection with any of the Secured Share Assets; and

6 Undertakings

The undertakings in this Clause 6 (Undertakings) remain in effect throughout the Security Period.

6.1 General

6.1.1 The Chargor must:

- (a) maintain, preserve, protect and keep good and marketable title to all of the Secured Assets;
- (b) maintain and preserve the Security Interests created by or pursuant to this Deed and the first-ranking priority of such Security Interests; and
- (c) provide the Chargees with any notices, reports, accounts, circulars and other documents relating to the Secured Assets promptly when they are received.

6.1.2 The Chargor must not:

- (a) create or permit to subsist any Security Interest over any of the Secured Assets other than any Security Interest created by or pursuant to any Permitted Security; or
- (b) either in a single transaction or in a series of transactions sell, transfer, licence, lease, grant any option in respect of or otherwise dispose of all or any part of the Secured Assets or agree or attempt to do so without first obtaining the consent of the Chargees in writing unless such Secure Asset value is under £5,000 or the Secure Asset is the Company Car.

6.2 Real Property

6.2.1 The Chargor must:

- (a) keep all buildings, plant, machinery, fixtures, fittings and other effects charged under this Deed in good and substantial repair and in good working order (except only for fair wear and tear) and renew and replace them when they become obsolete, worn out or destroyed;
- (b) punctually pay or cause to be paid and keep the Chargees indemnified against, all present and future rents, rates, taxes, levies, charges, duties, assessments, impositions and other outgoings assessed, charged or imposed upon or in respect of its Real Property and, when required, produce to the Chargees proof of such payment;
- (c) ensure compliance with all laws, statutes, statutory instruments, regulations and by-laws for the time being in force and all notices, orders and requirements of any competent authority, and all directives and codes of practice affecting its Real Property, business or assets or relating to the protection of the environment or health and safety and give effect to all arrangements which any such authority may direct or recommend;
- (d) complete (with reasonable expedition and in compliance with all planning and by-law consents or agreements entered into with a competent authority) any building operations commenced at any time by it on its Real Property to the satisfaction of the Chargees all of which building operations shall have been previously approved by the Chargees;
- (e) observe and perform all agreements, assignments, contracts, conveyances, grants and other deeds and documents for the time being binding on it or affecting its Real Property or its use or enjoyment, and the Chargor must not take or omit to take any action of any kind whereby its interest or estate in its Real Property may be forfeited or otherwise adversely affected;
- (f) if the Chargor receives any notice served under section 146 of the LPA 1925 or any proceedings are commenced for forfeiture of any lease or any superior lease or the landlord or any superior landlord attempts to re-enter under the provisions of such lease: (i) immediately notify the Chargees in writing, and (ii) take such steps as the Chargees requires (at the Chargor's own expense);
- (g) permit the Chargees to enter any of its Real Property, without prejudice to the powers conferred by this Deed and without becoming a mortgagee in possession, for any reasonable purpose and to view the state of the same;
- (h) punctually pay the rents and perform any other obligations contained in any lease, agreement for lease, tenancy agreement or licence to occupy its Real Property and enforce the observance and performance by the landlord or licensor of their respective obligations under any such document;
- (i) supply to the Chargees, within 7 days of receipt, copies of any notice, order or proposal received by the Chargor from any competent authority or from any landlord or tenant affecting any of the Real Property in any material respect, and, at the cost of the Chargor, either punctually comply with the notice or order or, if so requested by the Chargees, make or join with the Chargees in making such objections or representations or taking such other steps as the Chargees may think fit, and any compensation received by the Chargor as a result shall be charged to the Chargees and paid to it and applied in or towards the discharge of the Secured Obligations;

- (j) promptly on receipt, provide to the Chargees a copy of each professional valuation report it obtains in relation to any of the Real Property;
- (k) notify the Chargees, promptly on receipt, of any claim, notice or other communication received by it alleging non-compliance by it in relation to any matter referred to in this Clause 6.2 (Real Property); and
- (l) insure and keep insured all its Real Property.

6.2.2 The Chargor must not:

- (a) create any legal or equitable estate or interest (including any license or sub-license, or grant any interest or right relating to the use, occupation or possession) in or over the whole or any part of its Real Property (or purport to do so) or part with possession or ownership or allow any third party access to or the right to use any of its Real Property;
- (b) without the prior written consent of the Chargees:
 - (i) exercise any power of leasing its Real Property, or accepting any lease surrenders, nor (except where obliged to do so by law) extend, renew or vary any lease or tenancy agreement or grant any licence to assign or underlet;
 - (ii) construct any building or make any structural alteration or apply for any planning consent for the development or change of use of any of its Real Property, or, except in the ordinary course of repair, replacement or improvement, at any time sever, remove or dispose of any fixture on it;
 - (iii) enter into onerous or restrictive obligations affecting its Real Property or create or permit to arise any overriding interest or any easement or right in or over it; or
 - (iv) alter, pull down, remove or dispose of any of buildings, plant, machinery, fixtures, fittings on its Real Property except in the ordinary course of repair, maintenance or improvement.

6.3 Shares and Investments

6.3.1 The Chargor must promptly pay when due all calls on any of its Secured Share Assets that, despite Clause 5.1.3(a), are not fully paid.

6.3.2 The Chargor must not:

- (a) make any nomination under section 145 of the Companies Act 2006 in connection with any of the Secured Share Assets;
- (b) convert any of the Secured Share Assets from certificated to uncertificated form;
- (c) cause or permit any of the Secured Share Assets to be consolidated, subdivided or converted and must take such action as the Chargees may direct in respect of any proposed compromise, arrangement, capital organisation, conversion, exchange, repayment or takeover offer affecting any of the Secured Share Assets or any proposal to vary or abrogate any rights attaching to any of the Secured Share Assets;
- (d) permit the articles of association of any company in which the Chargor holds any of the Secured Share Assets to be amended or modified in any way that would be adverse to the interests of the Chargees or adversely affect the

Security Interests created, or purported to be created, by or pursuant to this Deed; or

- (e) exercise any voting or other rights in respect of the Secured Share Assets in any way that is likely to prejudice the value of the Secured Share Assets or otherwise jeopardise the Security Interests created, or purported to be created, by or pursuant to this Deed in respect of the Secured Share Assets.

6.4 Insurance

6.4.1 The Chargor must:

- (a) insure and keep insured assets of over £5,000 against loss or damage and other usual risks and such other risks as the Chargees may require to its full replacement value from time to time with such insurers as the Chargees may from time to time approve in writing;
- (b) provide the Chargees with copies of the Insurance Policies 15 days from the commencement or renewal date of the Insurance Policies;
- (c) comply with the terms of the Insurance Policies;
- (d) promptly, and in any event no later than their due date, pay all premiums required for keeping up the Insurance Policies and, upon request, deliver to the Chargees the receipts for all such premiums;
- (e) provide the Chargees with copies of all correspondence given to or received from any insurer under any Insurance Policy promptly after they are given or received;
- (f) renew each Insurance Policy in good time prior to its expiry date;
- (g) if any of the Insurance Policies becomes void or voidable, immediately, at its own cost, effect a new Insurance Policy of the same value as the void or voidable Insurance Policy;
- (h) if any of the Insurance Policies is suspended, immediately, at its own cost, effect a new Insurance Policy of the same value as the suspended Insurance Policy for the duration of the suspension;
- (i) procure the noting of this Deed and the Chargees' interest on each Insurance Policy (but without any liability on the part of the Chargees to pay any premium in relation to the Insurance Policies) and that the Chargees is first loss payee under each Insurance Policy;
- (j) use all reasonable endeavours to procure that each insurer under the Insurance Policies undertakes in writing to the Chargees that it will:
 - (i) immediately inform the Chargees if the Chargor defaults in the payment of any premium or fails to renew any of the Insurance Policies and, pending receipt of instructions from the Chargees, keep the Chargees' interest in the Insurance Policies in full force and effect for the full amount insured and for the same risks, subject to any premium for any such period of extended cover being payable by the Chargees on behalf of the Chargor;
 - (ii) not, as against the Chargees, avoid any Insurance Policy or refuse any claims (with or without returning any premium paid), treat any Insurance Policy as if it had been entered into on different terms, reduce the amount to be paid on a claim or suspend its liability under any Insurance Policy, as a result of any non-disclosure, misrepresentation or breach of any policy term or condition on the part of any other insured party;

- (iii) advise the Chargees of any proposed cancellation of any Insurance Policy at least 30 days before the cancellation is due to take effect; and
 - (iv) if, in relation to any of the Insurance Policies, the insurance cover is to be reduced or any insured risks are to be restricted, advise the Chargees at least 30 days before the reduction or restriction is due to take effect;
 - (k) ensure that all proceeds of any of the Insurance Policies are paid to the Chargees and at the option of the Chargees applied towards making good the loss or damage in respect of which the money was received or, after the Security Interests created by or pursuant to this Deed become enforceable, towards the discharge of the Secured Obligations; and
 - (l) to the extent they are not paid to the Chargees directly by the insurer, pay any money it may receive in respect of any Insurance Policy to the Chargees immediately on receipt and, pending such payment, hold all money so received upon trust for the Chargees.
- 6.4.2 The Chargor must not do any act or commit any default by which any Insurance Policy may become void, voidable, treated as if it had been entered into on different terms or subject to any suspension, restriction, limitation or an increased premium or which could entitle the insurer to reduce the amount to be paid on a claim or prevent the Chargees from receiving any money payable under any Insurance Policy.

6.5 Intellectual Property

6.5.1 The Chargor must:

- (a) take all necessary action to protect and maintain its and any of its trading subsidiaries' (if any) Intellectual Property and franchises, wherever situated, that are material and necessary to its business and contracts, and promptly notify the Chargees of any infringement or alleged infringement or any challenge to the validity of any Intellectual Property of which the Chargor has notice and supply the Chargees with all relevant information in its possession relating to them as the Chargees may request;
- (b) maintain an up-to-date record of all trade marks and Intellectual Property belonging to it, all applications for registration of trade marks and all copyright, patents and patent applications owned by the Chargor and provide a copy to the Chargees on written request;
- (c) diligently commence and prosecute all proceedings that may be necessary to prevent infringement of any Intellectual Property belonging to it where the infringement has or could have a material effect on its business; and
- (d) pay all application, registration, renewal and other payments necessary to effect, protect, maintain or renew registrations in respect of its Intellectual Property and do all such things necessary to maintain all Intellectual Property rights in full force and effect, and send or deliver to the Chargees the receipt for every such payment immediately after it has been made.

6.5.2 The Chargor must not:

- (a) sell, assign, transfer, license or agree to license any Intellectual Property belonging to it or any interest in them, or permit any third party to use them; or

- (b) alter any specification for which any of its trade marks has been registered or give its consent to registration by a third party of any trade mark which is the same or confusingly similar to any of its trade marks.

6.6 Book and other debts

- 6.6.1 The Chargor must collect and realise all its book and other debts and must pay all money it may receive in respect of them into one of its bank accounts immediately on receipt and, pending such payment, will hold all money so received upon trust for the Chargees.
- 6.6.2 The Chargor must not, without the prior written consent of the Chargees, charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any of its book or other debts in favour of any other person or purport to do so.

6.7 Bank accounts

The Chargor must:

- 6.7.1 maintain each of its bank accounts with a bank approved by the Chargees; and
- 6.7.2 deliver details of each of its bank accounts (and any changes thereto) to the Chargees promptly upon written request.

6.8 Chargor's Trading Bank Account

6.8.1 The Chargor must:

- (a) maintain the Chargor's Trading Bank Account until the Guaranteed Obligations due to the Chargees under the terms of the Share Purchase Agreement are discharged;
- (b) collect, realise and immediately on receipt pay into the Chargor's Trading Bank Account all money it may receive in respect of its book or other debts;
- (c) promptly deliver to the Chargees such particulars regarding the amount and nature of its receivables and payments into the Chargor's Trading Bank Account as the Chargees may from time to time reasonably require; and
- (d) deliver details of the Chargor's Trading Bank Account (and any changes thereto, immediately after the date of such change) to the Chargees promptly upon written request;

6.8.2 Other than to make payments in the normal course of the Chargor's trading business or to make payments to its parent company Popringe Holdings Limited, the Chargor must not (except with the prior written consent of the Chargees) withdraw or otherwise transfer any monies (including interest) standing to the credit of the Chargor's Trading Bank Account and expressly waives any right it may have to do so.

6.8.3 If the Chargees consent to any withdrawals or dealings with any money standing to the credit of the Chargor's Trading Bank Account, that consent shall not constitute a waiver of any of the Chargees' rights or constitute an indication that the Chargees will, on any future occasion, consent to any further withdrawal from the Chargor's Trading Bank Account.

7 Shares and Investments: voting rights and dividends

7.1 Before this Deed becomes enforceable

Subject to the terms of the Share Purchase Agreement as defined therein, unless and until the Security Interests created by or pursuant to this Deed become enforceable:

- 7.1.1 all voting and other rights (including the right to receive dividends) attaching to any of the Secured Share Assets shall continue to be exercised by the Chargor; and
- 7.1.2 the Chargor shall be free to deal with all the dividends, distributions and interest and other money paid on the Secured Share Assets.

7.2 After this Deed becomes enforceable

At any time after the Security Interests created by or pursuant to this Deed become enforceable:

- 7.2.1 the Chargees or its nominee may, in the name of the Chargor or otherwise and without any further consent or authority on the part of the Chargor, exercise any or all voting and other rights attaching to the Secured Share Assets and any rights attaching to the Secured Share Assets to nominate or remove a director as if the Chargees or its nominee were the sole beneficial owner of the Secured Share Assets;
- 7.2.2 all the Related Rights shall, if received by the Chargor or its nominee, be held on trust for, and shall be paid or transferred to, the Chargees or its nominee;
- 7.2.3 the Chargor must, and must procure that its nominees will, accept short notice for and attend any meeting of the holders of any of the Secured Share Assets, appoint proxies and exercise voting and other rights and powers exercisable by the holders of the Secured Share Assets as the Chargees or its nominee may direct from time to time; and
- 7.2.4 the Chargees or its nominee may without notice to the Chargor:
 - (a) deal with the documents referred to in Clause 8.1 which relate to the Secured Share Assets and complete any transfers of any of the Secured Share Assets as if it was the absolute and unencumbered owner of such Secured Share Assets; and
 - (b) in exercising a power of sale, deliver the documents referred to in Clause 8.1 which relate to the relevant Secured Share Assets to a purchaser of any such Secured Share Assets.

8 Perfection of security

8.1 Title documents

The Chargor must:

- 8.1.1 immediately upon the execution of this Deed (and promptly upon the acquisition of any Secured Assets after the date of this Deed), deposit with the Chargees all deeds, title documents, certificates, account mandates, signing authorities and other documents constituting or evidencing title to each of the Secured Assets; and

- 8.1.2 at any time after the execution of this Deed, deposit with the Chargees any further deeds, title documents, certificates, account mandates, signing authorities and other documents constituting or evidencing title to the Secured Assets, promptly upon coming into possession of any of them.

8.2 Document delivery and other steps to perfect security

- 8.2.1 The Chargor must, immediately upon the execution of this Deed (and promptly upon the acquisition of any Secured Assets after the date of this Deed), execute and deliver to the Chargees (at the Chargor's expense) in such form and substance as the Chargees may reasonably require:

- (a) all documents required to perfect the Security Interests created, or purported to be created, by or pursuant to this Deed (including any documents required in connection with any registration formalities);
- (b) in relation to the Secured Share Assets, stock transfer forms or other instruments of transfer (executed by the Chargor with the details of the transferee, consideration and the date left blank); and
- (c) any notices to any third party of any of the charges or assignments contained in this Deed.

- 8.2.2 The Chargor must take all such other action as is available to it as may be necessary or as may reasonably be requested by the Chargees to create, perfect, protect or maintain any of the Security Interests created, or purported to be created, by or pursuant to this Deed or to vest title to any Secured Asset in the Chargees or its nominee or any purchaser, or to facilitate the realisation of any Secured Asset under this Deed or the exercise of any of the rights, powers and remedies of the Chargees provided by or pursuant to this Deed or by law, including:

- (a) making all filings and registrations with and paying all taxes and duties to the appropriate authorities (including Companies House, HM Land Registry and the Intellectual Property Office); and
- (b) if required by the Chargees, making an application to HM Land Registry for a restriction to be placed on the Proprietorship Register of the Chargor's Real Property so that no disposition of any such Real Property by the Chargor is to be registered without the prior written consent of the Chargees.

8.3 Notices of charge and/or assignment

The Chargor must give notices of assignment or charge, as required by the Chargees, in relation to each Secured Asset which is subject to an assignment or charge pursuant to Clause 3.2 (Fixed charges) or Clause 3.3 (Assignments by way of security), to each of the relevant counterparties immediately upon the execution of this Deed, by giving notice of assignment to each of the other parties to each of the Insurance Policies.

9 Further assurance

9.1 Further assurance

- 9.1.1 The Chargor must, if requested by the Chargees, execute in favour of the Chargees (or as the Chargees direct) such further legal or other assignments or mortgages of, charges on or transfers of the Secured Assets as the Chargees requires to secure the payment and discharge of the Secured Obligations.

- 9.1.2 The assignments, mortgages, charges or transfers shall be prepared by or on behalf of the Chargees at the cost of the Chargor, and shall contain such provisions as the Chargees may reasonably require.

9.2 Real Property: future acquisitions

If the Chargor acquires any freehold or leasehold property after the date of this Deed, the Chargor must:

- 9.2.1 immediately notify the Chargees;
- 9.2.2 immediately upon request by the Chargees and at the cost of the Chargor, execute and deliver to the Chargees a legal mortgage in favour of the Chargees of that property in a form consistent with this Deed;
- 9.2.3 give HM Land Registry written notice of the Security Interests created by this Deed and any mortgage in respect of such property;
- 9.2.4 if applicable, ensure that the Security Interests created by this Deed and any mortgage are correctly noted against the Charges Register against the title of the relevant freehold or leasehold property at HM Land Registry; and
- 9.2.5 attend to any other perfection of security requirements required by the Chargees.

10 Enforcement

- 10.1 The Security Interests created by or pursuant to this Deed shall become immediately enforceable at any time after the occurrence of an Event of Default.
- 10.2 After the Security Interests created by or pursuant to this Deed have become enforceable, the Chargees may in its absolute discretion enforce all or any part of this Deed in any manner it sees fit.
- 10.3 Without limiting the generality of the foregoing, at any time after the Security Interests created by or pursuant to this Deed have become enforceable, the Chargees may appoint an administrator of the Chargor pursuant to Schedule B1 to the Insolvency Act 1986 (IA 1986).

11 Right of appropriation

To the extent that the provisions of the Financial Collateral Arrangements (No 2) Regulations 2003, SI 2003/3226 apply to a Secured Asset, the Chargees shall have the right to appropriate all or any part of that Secured Asset in or towards the payment or discharge of the Secured Obligations. For this purpose, a commercially reasonable method of valuing a Secured Asset shall be:

- 11.1 in the case of cash, the amount standing to the credit of the relevant bank account, together with any accrued interest, at the time of appropriation; and
- 11.2 in the case of any other Secured Asset, its market value determined by the Chargees by reference to a public index, independent valuation or by such other process as the Chargees may select.

12 Appointment and powers of a Receiver

12.1 Appointment of a Receiver

12.1.1 At any time:

- (a) after the Security Interests created by or pursuant to this Deed have become enforceable; or
 - (b) if so requested by the Chargor;
- the Chargees may appoint by writing any person to be a Receiver of all or any part of the Secured Assets.

12.1.2 The Chargees may not appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986, other than in relation to a floating charge that is a security financial collateral arrangement (within the meaning of regulation 3 of the Financial Collateral Arrangements (No 2) Regulations 2003, SI 2003/3226).

12.2 Powers of Receivers joint and several

Where more than one Receiver is appointed, each Receiver shall have power to act separately unless the Chargees specifies to the contrary in the appointment.

12.3 Remuneration of Receiver

The Chargees may from time to time determine the remuneration of the Receiver.

12.4 Power of the Chargees to remove Receiver

The Chargees may, subject to section 45 of the Insolvency Act 1986, remove the Receiver from the assets in relation to which the Receiver is appointed.

12.5 Further appointment

The appointment of a Receiver shall not preclude:

- 12.5.1 the Chargees from making any subsequent appointment of a Receiver over all or any of the Secured Assets over which a Receiver has not previously been appointed or has ceased to act; or
- 12.5.2 a Receiver, while continuing to act, consenting to the appointment of an additional Receiver to act with them.

12.6 Status of Receiver as agent

A Receiver shall be the agent of the Chargor and the Chargor shall be solely liable for the Receiver's acts, defaults and remuneration, unless and until the Chargor goes into liquidation, after which the Receiver shall act as principal and shall not become the agent of the Chargees.

12.7 Powers of Receiver

A Receiver shall have and be entitled to exercise in relation to the Chargor all the powers set out in Schedule 1 to the Insolvency Act 1986, and, in particular, by way of addition and

without limiting such powers, and without prejudice to the powers of the Chargees, a Receiver shall have power either in their own name or in the name of the Chargor:

12.7.1 in connection with any sale or other disposition of the Secured Assets, to receive the consideration for the sale in a lump sum or in instalments and to receive shares by way of consideration;

12.7.2 to grant options, licences or any other interests in the Secured Assets;

12.7.3 to sever fixtures from, and to repair, improve and make any alterations to, the Secured Assets;

12.7.4 to exercise any voting rights belonging to the Chargor;

12.7.5 to do all other acts and things which they may consider desirable or necessary for realising any Secured Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed; and

12.7.6 to exercise in relation to any of the Secured Assets all the powers, authorities and things which they would be capable of exercising if they were the absolute beneficial owner of the Secured Asset.

12.8 Limitation on Chargees' liability

Neither the Chargees nor any Receiver shall be liable:

12.8.1 for any loss, however caused, arising out of:

- (a) any sale or other disposal of any of the Secured Assets and whether or not a better price could or might have been obtained by deferring or advancing the date of such sale or other disposal; or
- (b) the exercise of or failure to exercise any of the Chargees' powers under this Deed; or

12.8.2 to account as mortgagee in possession for any of the Secured Assets.

12.9 Section 109 of the LPA 1925

Section 109 of the LPA 1925 shall not apply to this Deed.

13 Power of attorney

13.1 Power of attorney

The Chargor, by way of security, irrevocably appoints the Chargees (whether or not a Receiver has been appointed) and any Receiver separately, to be the attorney of the Chargor with full power to appoint substitutes and to delegate, for the Chargor in its name and on its behalf, and as its act and deed or otherwise, to execute, deliver and otherwise perfect any document, or perform any act:

13.1.1 that may reasonably be required of the Chargor under this Deed and that the Chargor has failed to do within 28 days of being notified by the Chargees that it is required; or

13.1.2 that may be deemed by the attorney necessary or desirable for any purpose of this Deed (including, after the Security Interests created by or pursuant to this Deed have become enforceable, to transfer legal ownership of any of the Secured Assets).

13.2 Ratification

Without prejudice to the generality of Clause 13.1 (Power of attorney), the Chargor covenants with the Chargees and separately with any Receiver to ratify:

13.2.1 all transactions entered into by any attorney in the proper exercise of its powers in accordance with this Deed; and

13.2.2 all transactions entered into by any attorney in signing, sealing or delivering any deed, assurance or document, perfecting any Security Interest or performing any act, in each case in the proper exercise of its powers in accordance with this Deed.

14 Other powers exercisable by the Chargees

14.1 Chargees may exercise Receiver's powers

All powers of a Receiver conferred by this Deed may be exercised by the Chargees after the Security Interests created by or pursuant to this Deed have become enforceable, whether as attorney of the Chargor or otherwise, and whether or not a Receiver has been appointed.

14.2 Chargees empowered to receive receivables

The Chargees or any manager or officer of the Chargees is irrevocably empowered to receive all receivables and claims that may be assigned to the Chargees under this Deed, on payment to give an effectual discharge for them, on non-payment to take and institute if the Chargees in its sole discretion so decides all steps and proceedings either in the name of the Chargor or in the name of the Chargees for their recovery, and to agree accounts and to make allowances and to give time to any surety. The Chargor undertakes to ratify and confirm whatever the Chargees or any manager or officer of the Chargees shall do or purport to do under this Clause 14 (Other powers exercisable by the Chargees).

14.3 Chargees not obliged to take action relating to receivables

The Chargees shall not be obliged to:

14.3.1 make any enquiry as to the nature or sufficiency of any sums received by it in respect of any receivables or claims assigned to it under this Deed or pursuant to any of the Secured Assets;

14.3.2 make any claim or take any other action under this Deed; or

14.3.3 collect any money or enforce any of its other rights under this Deed.

14.4 Chargees has no obligation under the Insurance Policies.

The Chargees shall have no obligation under the Insurance Policies and shall have no liability in the event of failure by the Chargor to perform its obligations under the Insurance Policies.

15 Powers of sale, leasing, accepting surrenders and severance

15.1 Statutory power of sale to arise on execution

Section 103 of the LPA 1925 shall not apply to this Deed, but the statutory power of sale shall, as between the Chargees and a purchaser from the Chargees, arise on, and be exercisable at any time after, the execution of this Deed. However, the Chargees shall not exercise such power of sale until the Security Interests created by or pursuant to this Deed become enforceable, or a Receiver has been appointed, but this provision shall not affect a purchaser or require a purchaser to ask whether a demand or appointment has been made.

15.2 Power of the Chargees to grant leases

15.2.1 The statutory powers of sale, leasing and accepting surrenders exercisable by the Chargees by virtue of this Deed shall be extended so as to authorise the Chargees (whether in its own name or that of the Chargor) after the Security Interests created by or pursuant to this Deed have become enforceable, to grant leases of any of the Real Property on such terms and conditions as the Chargees shall think fit.

15.2.2 The Chargor must not exercise any of the powers of leasing or accepting surrenders of leases conferred by sections 99 and 100 of the LPA 1925 or by common law without the Chargees' prior written consent.

15.3 Chargees may sever fixtures

The statutory power of sale exercisable by the Chargees is extended so as to authorise the Chargees to sever any fixtures from any Real Property and sell them separately.

16 Protection of third parties

No person (including a purchaser) dealing with the Chargees or any Receiver or any of their respective nominees or agents, shall be concerned to enquire:

- 16.1 whether the Security Interests created by or pursuant to this Deed have become enforceable;
- 16.2 whether any Receiver is validly appointed or acting within its powers;
- 16.3 whether any power exercised or purported to be exercised has become exercisable;
- 16.4 whether any of the Secured Obligations remain due;
- 16.5 as to the necessity or expediency of any stipulations or conditions subject to which the sale of any Secured Asset is made, or otherwise as to the propriety or regularity of the sale of any Secured Asset; or
- 16.6 how any money paid to the Chargees or a Receiver, or their respective nominees or agents, is applied.

17 Consolidation of mortgages

The restrictions on consolidation of mortgages contained in section 93 of the LPA 1925 shall not apply to this Deed.

18 Rights of Chargees or Receiver to remedy breach

If the Chargor defaults in its performance of any of the undertakings under Clause 6 (Undertakings) or other obligations in this Deed, the Chargees or any Receiver may (but shall not be obliged to) do whatever may be necessary to rectify the default or protect the Chargees' interest under this Deed (including, if applicable, entering the Chargor's Real Property without becoming liable as mortgagee in possession) at the expense of the Chargor.

19 Application of money received by the Chargees or a Receiver

19.1 Application of recoveries

Any money received under this Deed shall, subject to the discharge of any prior-ranking claims, be paid or applied in the following order of priority:

19.1.1 in payment of the remuneration of the Receiver and the costs of realisation incurred by the Chargees and/or the Receiver including all costs, charges and expenses of or incidental to any exercise of any power conferred by this Deed;

19.1.2 in or towards the payment of any debts or other amounts which are by statute made payable in preference to the Secured Obligations, to the extent that such debts or other amounts are made so payable;

19.1.3 in or towards satisfaction of the Secured Obligations in such order as the Chargees determines, in its absolute discretion; and

19.1.4 as to the surplus, if any, to the Chargor or to any other person or persons entitled to it.

19.2 Credit to a suspense account

The Chargees may, in its absolute discretion on or at any time or times after demand and pending the payment to the Chargees of the whole of the Secured Obligations, place and keep to the credit of an interest-bearing separate or suspense account any money received, recovered or realised by the Chargees under or in connection with this Deed for so long and in such manner as the Chargees may determine without any intermediate obligation on its part to apply the same or any part of such money in or towards the discharge of any of the Secured Obligations.

20 Default interest

If the Chargor fails to make any payment due under this Deed on its due date, interest on the unpaid amount shall accrue daily, from the date of non-payment to the date of actual payment (both before and after judgment) at a rate of 2% above the Interest Rate and the Chargor undertakes to pay any such interest to the Chargees immediately on demand by the Chargees.

21 Costs, expenses and indemnity

21.1 The Chargor must, within 5 (five) Business Days of demand by the Chargees, pay to the Chargees all costs and expenses (including legal fees) together with VAT on such amounts incurred by the Chargees arising at any time in connection with:

21.1.1 the negotiation, preparation, execution or perfection of this Deed (or the Security Interests created by it) including pursuant to Clauses 8 (Perfection of security) and 9 (Further assurance); and/or

21.1.2 responding to, considering or implementing any request for a consent, amendment or waiver to this Deed.

21.2 The Chargor must, within 5 (five) Business Days of demand by the Chargees, pay to the Chargees on a full indemnity basis all costs, losses and liabilities (including legal fees) together with VAT thereon incurred by or on behalf of the Chargees arising at any time as a result of or in connection with:

21.2.1 the occurrence of an Event of Default; or

21.2.2 the preservation and/or enforcement of any of the rights of the Chargees under this Deed.

22 Payments

22.1 All sums payable by the Chargor under this Deed must be paid in Sterling in full without any counterclaim and in cleared funds no later than 5 pm on the day in question to such account as the Chargees may have specified for this purpose.

22.2 Where the day on or by which any payment is to be made is not a Business Day, that payment must be made on or by the preceding Business Day.

23 Currency indemnity

23.1 The Chargor must, as an independent obligation, indemnify the Chargees against any loss or liability which the Chargees incurs as a consequence of:

23.1.1 the Chargees receiving an amount in respect of the Chargor's liability under this Deed; or

23.1.2 that liability being converted into a claim, proof, judgment or order;

in a currency other than Sterling.

23.2 Unless otherwise required by law, the Chargor waives any right it may have in any jurisdiction to pay any amount under this Deed in a currency other than Sterling.

24 Information

The Chargees may from time to time seek from any other creditor or provider of finance to the Chargor such information about the Chargor and its affairs as the Chargees may think fit and the Chargor directs such third party to provide such information to the Chargees.

25 Transfers

25.1 No right of Chargees to transfer

The Chargees are not entitled to assign their rights or otherwise transfer all or any part of its rights or obligations under this Deed.

25.2 No right of Chargor to transfer

The Chargor is not entitled to assign its rights or otherwise transfer all or any part of its rights or obligations under this Deed.

26 Notices

26.1 Any notice or other communication given by a party under this Deed must:

26.1.1 be in writing and in English; and

26.1.2 be signed by or on behalf of the party giving it.

26.2 Notices will be sent to:

26.2.1 Chargor—Attention: Christopher Hlaing (CH) and Emma Teulon-Byom (ETB), the directors of Chargor at: POPERINGE LIMITED at Unit Cc413, Workspace Cocoa Studios, Drummond Road, London, England, SE16 4FA or by email to CH using chris@sampsonassociateslive.com and emma@sampsonassociates.co.uk

26.2.2 Chargees—Attention: Joseph Sampson (JS) and Dorothy Jean Crozier Sampson (DJCS) at: 9 New Concordia Wharf, Mill Street, London SE1 2BB and by email to JS using joesampsonNCW08@gmail.com and to DJCS using dorothysampson08@gmail.com

26.3 A Party may change any of its details given in Clause 26.2 by giving not less than 5 (five) Business Days' notice to the other Party.

26.4 Notices may be given and will be deemed received:

26.4.1 by hand: on receipt of a signature at the time of delivery;

26.4.2 by pre-paid first class recorded signed for post: at 9.00 am on the 2nd (second) Business Day after posting; and

26.4.3 by email provided confirmation is sent by pre-paid first class recorded signed for post: on receipt of a delivery or read receipt email from the correct address.

26.5 This Clause 26 (Notices) does not apply to any notice given in legal proceedings, arbitration or other dispute resolution proceedings.

27 Amendments

No amendment, waiver or variation of any of the terms of this Deed will be valid or effective unless made in writing and executed by or on behalf of the Parties.

28 Remedies and waivers

28.1 No failure, delay or omission by the Chargees in exercising any right, power or remedy provided by law or under this Deed shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

28.2 No single or partial exercise of any right, power or remedy provided by law or under this Deed shall prevent any future exercise of it or the exercise of any other right, power or remedy.

28.3 The Chargees' rights, powers and remedies under this Deed are cumulative and they do not exclude any rights or remedies that arise by law.

28.4 Any release, waiver or discharge of the whole or any part of the Secured Obligations or any consent, approval or waiver given by the Chargees in relation to this Deed shall only be effective for that specific purpose and for the terms and conditions upon which it was granted.

29 Continuing and additional security

29.1 This Deed is a continuing security for the Secured Obligations in favour of the Chargees and shall extend to cover the ultimate balance due at any time from the Chargor to the Chargees under the Share Purchase Agreement, notwithstanding any intermediate payment or settlement of account (whether in whole or in part) or any other matter whatever.

29.2 The Security Interests constituted by this Deed are in addition to and do not prejudice, nor are they in any way prejudiced by, any other Security Interest (other than any Security Interest arising under or pursuant to any Permitted Security), guarantee or right of set-off, combination or other rights exercisable by the Chargees against the Chargor or any Security Interest, guarantee, indemnity and/or negotiable instrument now or in the future held by the Chargees.

30 Opening of new accounts

30.1 If the Chargees receives notice (whether actual or constructive) that the Chargor has created a Security Interest over any of the Secured Assets, the Chargees may rule off the Chargor's account or accounts and open one or more new accounts with the Chargor.

30.2 If the Chargees does not open any such new account or accounts, it shall nevertheless be treated as if it had done so at the time when it received such notice and from that time, all payments made by the Chargor to the Chargees shall be treated as having been credited to such new account or accounts and shall not operate to reduce the Secured Obligations.

31 No prejudice

31.1 The Security Interests created, or intended to be created, by or pursuant to this Deed shall not be prejudiced by any unenforceability or invalidity of any other agreement or document.

31.2 The Chargees may in their discretion grant time or other indulgence or make any other arrangement, variation or release with any person who is not a Party without prejudicing, affecting or impairing the Security Interests created by or pursuant to it, or any of the powers, rights or remedies of the Chargees under this Deed or the exercise of any one of them or other obligation or liability of the Chargor to the Chargees.

32 No merger

Nothing contained in this Deed shall operate so as to merge or otherwise prejudice, affect or exclude any other Security Interest which the Chargees may for the time being hold for the Secured Obligations or would have but for this Deed.

33 Evidence of debt

33.1 A copy of any entry in the Chargees' accounts shall in any legal proceedings arising out of or in connection with this Deed be prima facie evidence of the matters, transactions and accounts to which it relates.

- 33.2 A certificate by the Chargees as to any sum payable to it under this Deed shall, in the absence of manifest error, be conclusive evidence of the matters, transactions and accounts to which it relates.

34 Redemption of security and releases

Subject to and without prejudice to Clause 35 (Conditional discharge), on the irrevocable and unconditional payment and discharge in full of the Secured Obligations, the Chargees shall, at the request and cost of the Chargor:

- 34.1 take whatever action is necessary to release and cancel the Security Interests created by or pursuant to this Deed;
- 34.2 procure the reassignment to the Chargor of the property and assets assigned to the Chargees pursuant to this Deed; and
- 34.3 return all deeds, account mandates, signing authorities and other documents of title delivered to the Chargees under this Deed.

in each case without recourse to, or any representation or warranty by, the Chargees or any of its nominees.

35 Conditional discharge

- 35.1 Any release, settlement or discharge between the Chargees and the Chargor will be conditional upon no security, disposition or payment to the Chargees by the Chargor or any other person in respect of the Secured Obligations being avoided, set aside, reduced or ordered to be refunded by virtue of any statutory provision relating to insolvency or liquidation or for any reason whatsoever.
- 35.2 If any such release, settlement or discharge is so avoided, set aside, reduced or ordered to be refunded, the liability of the Chargor under this Deed shall continue or be reinstated and the Chargees shall be entitled to recover the value or amount of any such security, disposition or payment from the Chargor as if the release, settlement or discharge had not occurred.
- 35.3 Subject to Clauses 35.1 and 35.2, the Chargees shall be entitled to retain this Deed after as well as before payment of all the Secured Obligations for a period no longer than three months after the Guaranteed Obligations have been settled.

36 Partial invalidity

- 36.1 If any provision of this Deed (or part of any provision of this Deed) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Deed (or other part of that provision of this Deed) shall not be affected.
- 36.2 If any provision of this Deed (or part of any provision of this Deed) is or becomes illegal, invalid or unenforceable but would be legal, valid or enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable.

37 Counterparts

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

37.2 Each Party may evidence their execution of this Deed by emailing an executed signature page of this Deed in PDF format together with the final version of this Deed in PDF or Word format, which shall constitute an original executed counterpart of this Deed. Each Party adopting this method of execution will, following circulation by email, provide the original, hard copy executed signature page to the other Party as soon as reasonably practicable.

38 Governing law and jurisdiction

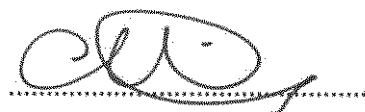
38.1 This Deed and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

38.2 Subject to Clause 38.3, the Parties irrevocably agree, for the sole benefit of the Chargees, that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Deed, its subject matter or formation (including non-contractual disputes or claims).

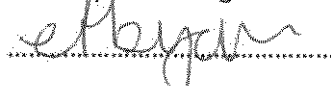
38.3 Notwithstanding Clause 38.2, the Parties irrevocably agree that the Chargees shall have the right to take, and shall not be prevented from taking, proceedings against the Chargor to settle any dispute or claim arising out of, or in connection with, this Deed, its subject matter or formation (including non-contractual disputes or claims) in any other court of competent jurisdiction and that the Chargees may take such proceedings in any number of jurisdictions, whether concurrently or not, to the extent permitted by law.

THIS DEED has been executed and delivered as a deed and is intended to take effect as a deed by the Parties on the date written at the beginning of this Deed. **THE CHARGOR**

Executed as a deed by **POPERINGE LIMITED** acting by its
authorised directors Christopher Win Hlaing and Emma Lesley
Teulon-Byom



Christopher Hlaing



Emma Teulon-Byom

The Chargees

Executed as a deed by **JOSEPH SAMPSON**

In the presence of:

.....

Signature of witness

Name:

Address:

Occupation:

Executed as a deed by **DOROTHY JEAN CROZIER SAMPSON**

In the presence of:

.....

Signature of witness

Name:

Address:

Occupation:

37.2 Each Party may evidence their execution of this Deed by emailing an executed signature page of this Deed in PDF format together with the final version of this Deed in PDF or Word format, which shall constitute an original executed counterpart of this Deed. Each Party adopting this method of execution will, following circulation by email, provide the original, hard copy executed signature page to the other Party as soon as reasonably practicable.

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38.2 Subject to Clause 38.3, the Parties irrevocably agree, for the sole benefit of the Chargees, that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Deed, its subject matter or formation (including non-contractual disputes or claims).

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Executed as a deed by **POPERINGE LIMITED** acting by its
authorised directors Christopher Win Hlaing and Emma Lesley
Teulon-Byom

.....
Christopher Hlaing

.....
Emma Teulon-Byom

The Chargees

Executed as a deed by **JOSEPH SAMPSON**

In the presence of:

.....
Carole Bowring

Signature of witness

Name:

CAROLE BOWRING

Address:

*79 NEW CONCORDIA WHARF
MILK ST. LONDON. SE1 2BB*

Occupation:

RETIRED COMMUNICATIONS DIRECTOR.

Executed as a deed by DOROTHY JEAN CROZIER SAMPSON

D Sampson

In the presence of:

Carole Bowring

Signature of witness:

Name:

CAROLE BOWRING.

Address:

*79 NEW CONCORDIA WHARF
MILL ST. LONDON, SE1 2BB*

Occupation:

RETIRED COMMUNICATIONS DIRECTOR

