



Registration of a Charge

Company name: **CLOUDPAY UNITED KINGDOM LIMITED**

Company number: **03579805**



X56N5X23

Received for Electronic Filing: **09/05/2016**

Details of Charge

Date of creation: **28/04/2016**

Charge code: **0357 9805 0009**

Persons entitled: **SILICON VALLEY BANK**

Brief description: **THE CHARGOR CHARGED BY WAY OF LEGAL MORTGAGE THE LAND KNOWN AS KINGSGATE HOUSE, NEWBURY ROAD, HAMPSHIRE, SP10 4DU AND KINGSGATE HOUSE, NEWBURY ROAD, HAMPSHIRE, SP10 4DU (ADDITIONAL PARKING), AND BY WAY OF FIXED CHARGE ALL FUTURE ESTATES AND INTERESTS IN LAND. FOR FURTHER INFORMATION PLEASE SEE CLAUSE 3.2 AND SCHEDULE 1 OF THE INSTRUMENT. THE CHARGOR CHARGED BY WAY OF FIXED CHARGE ALL INTELLECTUAL PROPERTY PRESENTLY BELONGING TO IT (ALTHOUGH NONE IS SPECIFIED) AND ALL THAT MAY BE ACQUIRED BY OR BELONG TO IT IN THE FUTURE. FOR MORE INFORMATION PLEASE SEE CLAUSE 3.12 AND SCHEDULE 2 OF THE INSTRUMENT.**

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

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 EXECUTED BY THE CHARGOR.**

Certified by: **IGOR STERMSEK**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3579805

Charge code: 0357 9805 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th April 2016 and created by CLOUDPAY UNITED KINGDOM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th May 2016 .

Given at Companies House, Cardiff on 10th May 2016

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

EXECUTION VERSION

Date: 28 April 2016

CloudPay United Kingdom Limited

as Chargor

Silicon Valley Bank

as Bank

Debenture

this document is registrable at the UK Companies Registry

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THIS DEBENTURE is made by way of deed the **28TH** day of **APRIL** 2016

BETWEEN:

- (1) **CLOUDPAY UNITED KINGDOM LIMITED** (the "**Chargor**") a company registered in England and Wales with registration number 03579805 and whose registered office is at Kingsgate House, Newbury Road, Andover, Hampshire SP10 4DU; and
- (2) **SILICON VALLEY BANK**, (the "**Bank**") a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054, USA with a loan production office at 275 Grove Street – Suite 2-200, Newton, Massachusetts 02466 and with its United Kingdom branch located at 41 Lothbury, London EC2R 7HF.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Debenture:

"**Act**" means the Law of Property Act 1925;

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;

"**Blocked Account**" means the account defined in the Loan and Security Agreement as the UK Borrower Blocked Account;

"**Business Day**" means any day that is not a Saturday, Sunday or a day on which the Bank is closed for general business in London or the State of California;

"**Charged Debts**" means the book and other debts and monetary claims and any guarantees, securities, indemnities, liens and similar rights relating to them charged by this Debenture as more particularly referred to in paragraphs (a) and (b) of Clause 3.4 (*Book and other debts*);

"**Charged Intellectual Property**" means the intellectual property rights charged by this Debenture as more particularly referred to in Clause 3.12 (*Intellectual Property*);

"**Client Accounts**" means the accounts specified as "Customer Accounts" in the Loan and Security Agreement and any other accounts of the Chargor from time to time designated as such by the Bank;

"**Collateral**" means the assets of the Chargor for the time being mortgaged, or charged (whether by way of fixed or floating charge) to the Bank or subject to any other security in favour of the Bank by or pursuant to this Debenture (which for the avoidance of doubt excludes the Client Accounts);

"**Contracts**" means the contracts, deeds, undertakings, agreements, rights, warranties, securities, covenants, guarantees, bonds and indemnities charged to the Bank pursuant to Clause 3.8 (*Contracts*);

"Default Rate" means the rate of interest payable (or which would be payable) pursuant to Section 2.5(b) (*Default Rate*) of the Loan and Security Agreement upon the occurrence of an Event of Default;

"Excluded Contracts" means any contracts entered into by the Chargor with customers relating to the provision of payroll services and salary payments, and any contracts with financial service providers in respect of the same;

"Excluded Leases" means leases and licences entered into by the Chargor relating to the placement of the Chargor's servers;

"Environmental Claim" means any claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law;

"Environmental Law" means any applicable law or regulation which relates to:

- (a) the pollution or protection of the environment;
- (b) harm to or the protection of human health;
- (c) the conditions of the workplace; or
- (d) any emission or substance capable of causing harm to any living organism or the environment;

"Environmental Permits" means any permit and other Authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business of the Chargor conducted on or from the Property;

"Event of Default" means the events specified as such in Section 8 (*Events of Default*) of the Loan and Security Agreement and an Event of Default is **"continuing"** if it has not been specifically waived in writing by the Bank;

"Excluded Contracts" means any contracts entered into by the Chargor with customers relating to the provision of payroll services and salary payments, and any contracts with financial service providers in respect of the same;

"Excluded Leases" means leases and licences entered into by the Chargor relating to the placement of the Chargor's servers;

"Fixed Charge Assets" means the assets of the Chargor charged by way of fixed charge or mortgage or subject to any other security in favour of the Bank by or pursuant to Clauses 3.2 (*Land*) to 3.16 (*U.S. credit balances*) (inclusive) of this Debenture;

"Floating Charge Assets" means the assets of the Chargor charged by way of floating charge to the Bank pursuant to Clause 3.17 (*Floating charge*);

"Full Title Guarantee" has the meaning ascribed by the Law of Property (Miscellaneous Provisions) Act 1994 but with all covenants implied therein being subject to and qualified by reference to any Permitted Liens;

"Intellectual Property" means any present or future 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 (which may now or in the future subsist), whether registered or unregistered, together with the benefit of all applications and rights to use such assets;

"Loan and Security Agreement" means the loan and security agreement dated on or about the date of this Debenture between, among others, the Bank and the Chargor;

"Loan Documents" is defined in the Loan and Security Agreement;

"Operating Accounts" means the accounts specified as "Operating Accounts" listed in Schedule 3 (Details of Accounts) and any other accounts of the Chargor from time to time designated as such by the Bank;

"Permitted Liens" is defined in the Loan and Security Agreement;

"Property" means all the freehold, leasehold or other immovable property from time to time the subject of any security created by this Debenture including, but without limitation, the properties (if any) more particularly described in Schedule 1 and the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor and any moneys paid or payable in respect of any such covenant;

"Receiver" means a receiver or receiver and manager appointed by the Bank under this Debenture;

"Secured Obligations" means all present and future monies, obligations and liabilities of the Chargor to the Bank under or in connection with the Loan Documents and all other present and future liabilities of the Chargor to the Bank, in each case whether actual or contingent, and whether owed or incurred alone or jointly and/or severally with another and as principal or as surety or in any other capacity or of any nature;

"Securities" means all present or future shares, stocks, warrants, debentures, bonds, loan capital and other securities and investments (certificated or uncertificated) or units in any account or balance owned by the Chargor or held by any nominee on its behalf or rights against any operator of or participant in any system or facility (wherever established) providing means for the deposit of and clearance of transactions in any such securities and all income, rights or property derived from or attaching to the same;

"Security Period" means the period commencing on the date of this Debenture and ending on the date upon which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full;

"State" means a state of the U.S.;

"U.S." means the United States of America; and

"VAT" means Value Added Tax as provided for in the Value Added Tax Act 1994 or any other tax of a similar nature.

1.2 Terms defined in the Loan and Security Agreement

Words or expressions defined in the Loan and Security Agreement shall unless otherwise defined in this Debenture or unless the context otherwise requires, have the same meaning when used in this Debenture.

1.3 Interpretation

Unless a contrary indication appears, any reference in this Debenture to:

- (a) **"assets"** includes present and future properties, revenues and rights of every description;
- (b) the Bank or the Chargor or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
- (c) the **"Charged Debts"**, the **"Charged Intellectual Property"**, the **"Property"**, the **"Collateral"** or the **"Secured Obligations"** includes a reference to any part of them or it;
- (d) Clause and Schedule headings are for ease of reference only;
- (e) this **"Debenture"** or any other agreement or instrument is a reference to this Debenture or that other agreement or instrument as amended, novated, supplemented, extended or restated;
- (f) freehold, leasehold or other immovable property includes all buildings, fixtures, fittings, fixed plant or machinery from time to time on or forming part of that freehold, leasehold or other immovable property and the proceeds of sale of that property;
- (g) the masculine gender includes the feminine and neuter genders and the singular includes the plural and vice versa;
- (h) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
- (i) a provision of law is a reference to that provision as amended or re-enacted;
- (j) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- (k) **"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
- (l) the terms of any contract or agreement giving rise to or concerning or securing the Secured Obligations and of any side agreement between the parties to this Debenture are incorporated in this Debenture to the extent required to ensure that any purported disposition of or purported agreement to dispose of any freehold, leasehold or other immovable property contained in this Debenture is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 Effect as a Deed

It is intended that this Debenture take effect as a deed notwithstanding the fact that (if executed by the Bank) the Bank may only execute this document under hand.

2. Covenant to Pay

The Chargor covenants with the Bank that it will pay and discharge to the Bank the Secured Obligations as and when the same fall due and otherwise in all respects in the manner provided in the Loan Documents.

3. Mortgages and Charges

3.1 General

All the security created under this Debenture is created with Full Title Guarantee in favour of the Bank as continuing security for the payment or discharge of the Secured Obligations.

3.2 Land

- (a) The Chargor charges by way of first legal mortgage the Property.
- (b) The Chargor charges by way of first fixed charge all present and future estates and other interests in any other freehold, leasehold and other immovable property wherever situate belonging to the Chargor including, without limitation, all its right, title and interest in the Property (other than so far as the same is charged by way of first legal mortgage under paragraph (a) above), subject to any necessary consent from the landlord in the case of any leasehold property.

3.3 Plant and Machinery

The Chargor charges by way of first fixed charge all plant and machinery (present and future) owned by the Chargor and its interest in any plant and machinery for the time being in its possession.

3.4 Book and Other Debts

- (a) The Chargor charges by way of first fixed charge:
 - (i) all present and future book debts due or owing or incurred to the Chargor; and
 - (ii) the benefit of all present and future guarantees and securities for such book debts and indemnities in respect of them and all liens, reservations of title, rights of tracing and other rights enabling the Chargor to enforce any such book debts.
- (b) The Chargor charges by way of first fixed charge:
 - (i) all other present and future debts and monetary claims due or owing or incurred to the Chargor; and
 - (ii) the benefit of all guarantees and securities for them and indemnities in respect of such debts and claims and all liens, reservations of title, rights of tracing and other rights enabling the Chargor to enforce any such debts or claims.

3.5 Credit Balances

With the exception of the Client Accounts and Operating Accounts, the Chargor charges by way of first fixed charge all present and future accounts with banks (including, but without limitation,

any right, title and interest in the Blocked Account) and the monies deposited in them and interest accruing and arrears and claims arising in respect of any such accounts.

3.6 Insurances

The Chargor charges by way of first fixed charge the benefit of all present and future insurance policies and contracts of insurance (other than third party liability insurance policies) relating to the Collateral and all monies payable under any such policies and contracts and all VAT payable on them.

3.7 Rents and Income

The Chargor charges by way of first fixed charge the benefit of all rentals, rents, service charges and licence fees (if any) payable under or in respect of any lease, underlease, tenancy or agreement for lease affecting the Collateral and all VAT payable on the same, and of all personal covenants given by any tenant or occupier of the Property or guarantor of such tenant or occupier to the Chargor, insofar as the same are capable of being charged.

3.8 Contracts

The Chargor charges by way of first fixed charge the benefit of all contracts, deeds, undertakings, agreements, rights, warranties, securities, covenants, guarantees, bonds and indemnities of any nature now or at any time entered into by or enjoyed by or held by the Chargor (including but without limitation any deposit or other sum paid by way of security or paid under any contract for the sale of the Collateral or under any option contract relating to the Collateral (whether or not such deposit is forfeited), insofar as the same are capable of being charged, and all compensation paid in relation to the Collateral) and all VAT payable on it.

3.9 Securities

The Chargor charges by way of first fixed charge the Securities, together with all present and future dividends, interest and other income and all other rights deriving from or incidental to the Securities.

3.10 Goodwill and Uncalled Capital

The Chargor charges by way of first fixed charge the present and future goodwill of the Chargor and its uncalled capital for the time being.

3.11 Chattels

The Chargor charges by way of first fixed charge all chattels (other than any charged by Clause 3.3 (*Plant and machinery*)), present or future, owned, hired, leased or rented by the Chargor to any other person together in each case with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract insofar as the same are capable of being charged.

3.12 Intellectual Property

The Chargor charges by way of first fixed charge:

- (a) the patents and trade marks and other intellectual property rights (if any) specified in Schedule 2 (*Details of Registered Intellectual Property*);

- (b) all of the other Intellectual Property presently belonging to it; and
- (c) all the Intellectual Property that may be acquired by or belong to it in the future.

3.13 Hedging Arrangements

The Chargor charges by way of first fixed charge the benefit of any interest rate swap, currency swap, cap or collar arrangement, future, option, forward rate agreement or other derivative instrument (however described) or any other agreement with the Bank or any third party for protecting or hedging any of the Secured Obligations at any time and the benefit of all rights, securities or guarantees in respect of them.

3.14 Pension Funds

The Chargor charges by way of first fixed charge any beneficial interest, claim or entitlement of the Chargor (present or future) in any pension fund.

3.15 Licences

The Chargor charges by way of first fixed charge the benefit of all Authorisations (present or future) held or utilised by it in connection with its business from time to time or any of its present or future assets, and the right to recover or receive compensation which might become payable to it in respect of any such Authorisation.

3.16 U.S. Credit Balances

Without prejudice to Clause 3.5 (*Credit balances*) and with the exception of the Client Accounts, the Chargor grants a security interest in all present and future accounts held in the U.S. (including, but not limited to, deposit accounts) with the Bank or other banks or financial institutions and such security interest shall be a perfected first priority security interest under the laws of the State ("Relevant State") where any and all such accounts are held and the security interest, together with its perfection and priority shall be determined in accordance with the laws of the Relevant State.

3.17 Floating Charge

- (a) With the exception of the Client Accounts, the Chargor charges by way of first floating charge all the present and future undertaking and assets of the Chargor not at any time otherwise effectively mortgaged, charged, assigned or otherwise secured by way of fixed mortgage, charge, assignment or other security interest under this Clause 3 (*Mortgages and charges*) (including, for the avoidance of doubt, the Operating Accounts).
- (b) Subject to paragraph (c) below, the Bank may by notice to the Chargor convert the floating charge created by this Clause 3.17 (*Floating charge*) (in this clause the "**floating charge**") into a fixed charge as regards all or any of the Chargor's assets specified in the notice at any time after the security created by this Debenture has become enforceable, or if the Bank has reasonable grounds for considering that assets of the Chargor with a value of over £1,000 (in aggregate) are in danger of being seized or sold under any form of distress, attachment, execution or other legal process and the floating charge will in any event be converted to a fixed charge immediately if any subsequent floating charge is converted to a fixed charge or if an administrator is appointed in relation to the Chargor or the Bank receives notice of an intention to appoint an administrator in relation to the Chargor.

- (c) The floating charge may not be converted to a fixed charge solely by reason of the occurrence of any event specified in paragraph 43 of Schedule A1 to the Insolvency Act 1986 (void provisions in floating charge documents).
- (d) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by this Debenture, and such floating charge shall become enforceable for the purposes of paragraph 16 of that Schedule when the security created by this Debenture becomes enforceable.

3.18 Continuing Security

The security from time to time created by or pursuant to this Debenture shall:

- (a) be in addition to and independent of every bill, note, guarantee, or other security which the Bank may at any time hold for the Secured Obligations and no prior or other security held by the Bank over the Collateral shall merge in the security created by or pursuant to this Debenture; and
- (b) remain in full force and effect as a continuing security until the end of the Security Period.

3.19 Contracts or Documents

If the rights of the Chargor under any contract or document cannot be secured without the consent of a party to that contract or document:

- (a) the Chargor must promptly notify the Bank;
- (b) the security created by this Debenture will include all amounts which the Chargor may receive or has received under that contract or document but, to the extent that contract or document cannot be secured, will exclude the contract or document itself; and
- (c) the Chargor must use reasonable endeavours to obtain the consent of the relevant person to that contract or document being secured under this Debenture.

4. Restrictions on Dealing

4.1 Negative Pledge

The Chargor shall not at any time during the Security Period without the prior written consent of the Bank (and to the intent that any purported dealing in contravention of this Clause shall be void and of no effect) unless expressly permitted under the terms of the Loan Documents:

- (a) with the exception of the Client Accounts, create, or purport to create, extend or permit to subsist any security over any of its undertaking or assets, whether in any such case ranking in priority to or pari passu with or after the security created by the Chargor under this Debenture or any other security of the Bank created pursuant to this Debenture other than the Permitted Liens; or
- (b) sell, transfer, lease, lend or otherwise dispose of whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of the Collateral or enter into an agreement for sale, transfer, lease, loan or other disposal of the whole or any such part of the Collateral other than as permitted by the Loan and Security Agreement other than a sale, transfer, lease or

other disposal on arm's length terms in the ordinary course of trading of the Chargor of any Floating Charge Assets; or

- (c) subject to Clause 8.16(c) (*Intellectual Property*) and with the exception of the Excluded Contracts and Excluded Leases, deal with any of the Fixed Charge Assets or vary any deed, document, agreement, instrument or arrangement under which any Fixed Charge Asset is held and/or vary or terminate any Contract, although for the avoidance of doubt the Chargor shall in no case take any such action (including in respect of the Excluded Leases) which affects the Bank's rights of entry pursuant to Clause 8.5 (*Right of Entry*).

4.2 Restriction at HM Land Registry

The Chargor applies and agrees that the Bank may apply to the Chief Land Registrar (by submitting a form RX1 or otherwise) for a restriction in the following terms to be entered on the register or registers of title relating to any Property registered at HM Land Registry and against which this Debenture may be noted:

"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 [date] in favour of Silicon Valley Bank referred to in the charges register."

5. Perfection of the Bank's Security

5.1 Further Assurance

- (a) The Chargor shall from time to time during the Security Period, whenever reasonably requested by the Bank and at the Chargor's cost, execute in favour of the Bank, or as it may direct, such further or other legal assignments, transfers, mortgages, legal or other charges or securities as in each such case the Bank shall reasonably stipulate over the Chargor's estate or interest in any property or assets of whatever nature or tenure and wherever situate and forming part of the Collateral for the purpose of perfecting the security intended to be created by this Debenture and for facilitating the realisation of the Collateral created or intended to be created under this Debenture.
- (b) Without prejudice to the generality of paragraph (a) above, such assignments, transfers, mortgages, legal or other charges, or securities shall be in such form as shall be prepared in reasonable terms on behalf of the Bank and may contain provisions such as those contained in this Debenture or provisions to similar effect and/or such other provisions as the Bank shall reasonably consider requisite for the perfection of the security created or intended to be created by or pursuant to this Debenture.
- (c) The obligations of the Chargor under this Clause shall be in addition to and not in substitution for the covenants for further assurance deemed to be included in this Debenture by virtue of the Law of Property (Miscellaneous Provisions) Act 1994.

5.2 Deposit of Documents

The Chargor shall promptly upon the execution of this Debenture (or upon becoming possessed of them at any time after the date of this Debenture) deposit with the Bank all deeds, certificates and other documents constituting or evidencing title to the Collateral, all certificates of registration or constituting or evidencing the Chargor's interest from time to time in any

Securities and Intellectual Property and such other documents relating to the Collateral as the Bank may from time to time reasonably require.

5.3 Affixing of Notices

The Chargor shall during the Security Period, whenever reasonably requested by the Bank and at the Chargor's cost, affix to such items of the Collateral or register, endorse or cause to be registered or endorsed on such documents as are referred to in Clause 5.2 as the Bank shall in each case stipulate, labels, signs or memoranda in such form as the Bank shall reasonably require referring or drawing attention to the security created by or pursuant to this Debenture.

5.4 Notices to Third Parties

The Chargor shall if so requested by the Bank at any time that an Event of Default is continuing, promptly deliver any notices to any third party having rights or liabilities in or to any of the Collateral and will use all reasonable endeavours to procure the issue by such third party of acknowledgements required by the Bank.

6. Collection of Debts

6.1 Collection and Payment into Designated Account

The Chargor shall at all times during the continuance of the security created by or pursuant to this Debenture get in and realise and pay into the Blocked Account all monies which the Chargor may receive in respect of the Charged Debts, and shall not draw money from such account except to the extent expressly permitted in writing by the Bank.

6.2 Not to Deal

Subject to Clause 6.1 (*Collection and payment into designated account*), the Chargor shall not at any time during the Security Period without the prior written consent of the Bank deal with the Charged Debts or other monies otherwise than by getting in the same and making payment into the Blocked Account.

6.3 No Factoring

Without prejudice to the generality of Clause 6.2 (*Not to deal*), the Chargor shall not at any such time factor or discount any of the Charged Debts or enter into any agreement for such factoring or discounting.

7. Insurance

7.1 Required Cover

The Chargor shall at all times during the Security Period comply with Section 6.7 (*Insurance*) of the Loan and Security Agreement.

7.2 Proceeds of Insurance

All claims and monies received or receivable under any insurance taken out by or on behalf of the Chargor shall be applied by the Chargor in repairing, replacing, restoring or rebuilding the assets damaged or destroyed, except upon the occurrence of an Event of Default which is continuing when such claims and monies so received or receivable shall be held by the Chargor in trust for the Bank and shall be applied by the Chargor in repaying or reducing the Secured Obligations.

7.3 No Avoidance of Insurance

The Chargor shall not do any act or commit any default by which any policy of insurance may become void or voidable.

8. Undertakings by the Chargor

The Chargor shall at all times during the Security Period comply with the undertakings contained in this Clause.

8.1 Information

The Chargor shall provide the Bank, its employees, professional advisers and agents with all such information respecting the Chargor's business and affairs as the Bank may reasonably from time to time require subject always to the Bank adhering to its duty of confidentiality (including, without limitation, pursuant to Clause 12.9 (*Confidentiality*) of the Loan and Security Agreement) in respect of such information.

8.2 Pay Outgoings

The Chargor shall punctually pay or cause to be paid all rents, rates, taxes, duties, assessments and other outgoings payable in respect of the Collateral.

8.3 Repair

The Chargor shall keep all buildings and erections on or forming part of the Property in good and substantial repair and condition and adequately and properly painted and decorated and keep the fixtures and fittings on the Property and all plant, machinery, implements and other effects for the time being owned by it in a good state of repair and in good working order and condition (in each case replacing, rebuilding, and renewing the same when necessary) and as the case may be in accordance with the terms of any lease held by the Chargor.

8.4 Alterations

Save for minor, non-structural alterations, the Chargor shall not without the prior written consent of the Bank:

- (a) demolish, pull down or remove any building, installation or structure on the property or the fixtures and fittings, plant and machinery (except in connection with the renewal or replacement of any fixtures and fittings, plant or machinery);
- (b) erect any building, installation or structure on the property or make any material alteration to the Property;
- (c) change the use of the Property or permit such use to be changed; or
- (d) commit any waste upon, or destroy or injure in any manner, or by any means lessen the value of the Property,

or permit any of the foregoing to occur or be done.

8.5 Right of Entry

The Chargor shall permit the Bank and such persons as the Bank may from time to time for that purpose appoint at reasonable times and upon reasonable notice to enter and inspect and view

the state and condition of the Property and if any defects or disrepair are found upon such inspection the Bank may enter onto the Property and execute such replacements or removals, repairs or works as may be necessary, the cost of which shall be paid by the Chargor to the Bank on demand. The Chargor shall not be in breach of this undertaking where the terms of any lease prohibit such entry and the Chargor, having used all reasonable endeavours to obtain the relevant tenant's consent to such entry, has failed to obtain the requisite permission.

8.6 Leases and Use

The Chargor shall not without the prior written consent of the Bank:

- (a) grant or agree to grant (whether in exercise of any statutory power or otherwise) any lease, underlease, tenancy or agreement for lease of or affecting the Property;
- (b) confer or agree to confer on any other person any other right or licence to occupy any land or buildings forming part of the Property or grant any licence to assign or sub-let the Property;
- (c) waive, release or vary or agree to waive, release or vary any of the terms of any lease, underlease, tenancy or agreement for lease affecting the Property including the determination or review of any rent nor exercise any power to terminate or extend the same;
- (d) forfeit, nor commence proceedings for forfeiture, nor exercise any right of re-entry, nor accept the surrender of any lease, underlease, tenancy or agreement for lease affecting the Property; or
- (e) change or permit or suffer to be changed the present use of the Property,

save where the above are undertaken in the normal course of business and/or at market value.

8.7 Environmental

The Chargor shall:

- (a) comply with all Environmental Law;
- (b) obtain, maintain and ensure compliance with all requisite Environmental Permits;
- (c) implement procedures to monitor compliance with and to prevent liability under any Environmental Law;
- (d) promptly upon becoming aware of the same, inform the Bank in writing of any Environmental Claim against it which is current, pending or threatened, and of any facts or circumstances which are reasonably likely to result in any Environmental Claim being commenced or threatened against it;
- (e) keep the Bank informed of any steps taken or intended to be taken by it in respect of any matter referred to in paragraph (d) above;
- (f) give notice to the Bank as soon as is practicable of any new or additional requirements under any Environmental Law imposed on it or on the Property;
- (g) promptly supply the Bank with copies of any environmental reports, audits or studies undertaken in relation to the Property; and

- (h) indemnify the Bank and each Receiver and their respective officers, employees, agents and delegates (each an "**Indemnified Party**") against any cost or expense suffered or incurred by them which arises by virtue of any actual or alleged breach of any Environmental Law (whether by the Chargor, an Indemnified Party or any other person) and was not caused by the gross negligence or willful default of the relevant Indemnified Party.

8.8 Perform Lease Covenants

The Chargor shall observe and perform or (as the case may be) enforce the observance and performance of all material regulations, covenants and provisions reserved by or contained in any lease, agreement for lease or tenancy agreement affecting the Property and neither take any step nor omit to take any step whatsoever if in consequence of the taking or omission to take such step such lease, agreement for lease or tenancy agreement may be surrendered or forfeited or the rent under it may be increased.

8.9 Perform Restrictive and Other Covenants

The Chargor shall observe and perform all restrictive and other covenants and stipulations for the time being affecting the Property or the use or the enjoyment of the Property.

8.10 Indemnity Against Outgoings

The Chargor shall indemnify the Bank (and as a separate covenant any Receiver or administrator appointed by it) against all existing and future rents, taxes, duties, fees, renewal fees, charges, assessments, impositions and outgoings whatsoever (whether imposed by deed or statute or otherwise and whether in the nature of capital or revenue and even though of a wholly novel character) which now or at any time during the Security Period are payable in respect of the Collateral or by the owner or occupier of the Collateral. If any such sums as are referred to in this Clause shall be paid by the Bank (or any such Receiver or administrator) the same shall be repaid by the Chargor on demand with interest from the time or respective times of the same having been paid at the Default Rate.

8.11 Comply with Statutory Provisions

The Chargor shall comply or cause compliance in all material respects with all applicable laws and regulations for the time being in force and material requirements of any competent authority relating to the Collateral or anything done on the Property by the Chargor and in particular (but without limitation) shall observe and perform or cause to be observed and performed all planning laws, permissions, agreements and conditions to which the Collateral is subject, and before the Chargor serves any discretionary notices the Chargor will obtain the Bank's consent and to obtain or cause to be obtained any development or other consent which may be requisite by reason of the development of or on the Property.

8.12 VAT

The Chargor shall not without the prior written consent of the Bank exercise any option to waive exemption from VAT in relation to the Collateral and shall give to the Bank promptly following demand (and in any event within three Business Days) all such details of the Chargor's registration for VAT purposes as the Bank shall require.

8.13 Supply Details of Notices Received

The Chargor shall give full particulars to the Bank of any notice or order or proposal for a notice or order made, given or issued to the Chargor under or by virtue of any statute including (without limitation) planning laws, within fourteen days of receipt of such notice, order or proposal by the Chargor and, if so required by the Bank, shall produce such notice, order or proposal to the Bank or its agents and also as soon as practicable take all reasonable and necessary steps to comply with any such notice, order or proposal or (if required to do so by the Bank) to join with the Bank at the cost of the Chargor in making such representation or appeals as the Bank may deem fit in respect of any such notice, order or proposal and (without limitation) at all times during the Security Period to give to the Bank or its agents such information as they shall reasonably require as to all matters relating to the Collateral.

8.14 Charged Debts

The Chargor shall not without the prior written consent of the Bank release, exchange, compound, set off, grant time or indulgence in respect of, or in any other manner deal with all or any of the Charged Debts except as expressly provided for in this Debenture.

8.15 Notify Material Matters

The Chargor shall notify the Bank of any matters materially affecting the value, enforceability or collectability of the Collateral and of all material disputes, counterclaims, returns and rejections by or of customers of the Chargor.

8.16 Intellectual Property

- (a) Subject to Clause 8.16(c) below, the Chargor shall maintain, protect and preserve the Charged Intellectual Property and all necessary certificates, licences, permits and authorisations from time to time required in relation to the Charged Intellectual Property and otherwise comply with the provisions of Clause 6.10 (*Protection and Registration of Intellectual Property Rights*) of the Loan and Security Agreement.
- (b) The Chargor shall if so requested by the Bank at any time that an Event of Default is continuing, make entries in any public register of any Intellectual Property rights (of any nature) comprised in the Collateral which either record the existence of this Debenture or the restrictions on disposal imposed by this Debenture.
- (c) Nothing in this Debenture or the Loan and Security Agreement shall prevent the Chargor from improving and developing the Intellectual Property without having to seek the consent of the Bank.

8.17 Securities

- (a) The Chargor shall:
 - (i) pay all calls and other payments due or payable in respect of the Securities and comply with all other conditions and obligations assumed by it in relation to the Securities;
 - (ii) not take or allow the taking of any action on its behalf which may result in the rights attaching to any of the Securities being altered; and

- (iii) copy to the Bank all notices, reports, accounts, circulars and other documents relating to the Securities promptly after they are received.
- (b) Until the security created by this Debenture becomes enforceable:
 - (i) the Chargor has the right to exercise (or, as the case may be, instruct the Bank or its nominee to exercise) all voting and other rights relating to the Securities provided that such exercise does not adversely affect the value of the Securities; and
 - (ii) except as otherwise permitted by the Bank in writing, all dividends, interest and other distributions in relation to the Securities will be paid into the Blocked Account, but if paid to the Chargor, the Chargor will immediately upon receipt pay them into the Blocked Account and until that payment will hold them on trust for the Bank.
- (c) After the security created by this Debenture has become enforceable:
 - (i) the Bank may exercise (in the name of the Chargor or otherwise) all voting and other rights in relation to the Securities for the purpose of preserving their value or realising them; and
 - (ii) the Bank will be entitled to receive and retain all dividends, interest and other distributions paid in respect of the Securities.
- (d) The Chargor shall on the date of this Debenture, or if later, on the date of acquisition of any Securities, deposit with the Bank or as the Bank may direct, all certificates or other documents of title or evidence of ownership in relation to any of the Securities and such duly executed instruments of transfer (with the name of the transferee, date and consideration left blank) as the Bank may require to perfect the title of the Bank or its nominee to such Securities and/or to enable the Bank to vest such Securities in any purchaser upon exercise of the Bank's power of sale.
- (e) The Chargor agrees that neither the Bank nor the Bank's nominee will have any liability for (i) failing to present any coupon or other document relating to any of the Securities for payment or redemption; (ii) failing to accept any offer relating to the Securities; (iii) failing to attend or vote at any meetings relating to the Securities; (iv) failing to notify the Chargor of any matters mentioned in this Clause 8.17 (*Securities*) or of any communication received by the Bank in relation to the Securities; (v) any loss arising out of or in connection with the exercise or non-exercise of any rights or powers attaching or accruing to the Securities or which may be exercised by the Bank or any nominee for the Bank under this Debenture.

8.18 Not to Jeopardise the Collateral

The Chargor shall not do or cause or permit to be done anything which may materially depreciate, jeopardise or otherwise prejudice the value to the Bank of the Collateral.

8.19 COMI

The Chargor shall maintain its centre of main interest (COMI) for the purposes of the EU Regulation on Insolvency Proceedings 2000, in the United Kingdom.

9. Extension and Variation of the Act

9.1 When Security Becomes Enforceable

The security created by this Debenture shall, for all purposes, become immediately enforceable following an Event of Default that is continuing provided that the Bank shall also have demanded the payment or discharge of all or any part of the Secured Obligations.

9.2 Power of Sale

Section 103 of the Act shall not restrict the exercise by the Bank of the statutory power of sale conferred on it by section 101 of the Act, which power shall arise and may be exercised by the Bank immediately upon the security created by this Debenture becoming enforceable and at any time thereafter, and the provisions of the Act relating to and regulating the exercise of the statutory power of sale shall, so far as they relate to the security created by or pursuant to this Debenture, be varied and extended accordingly.

9.3 Statutory Powers of Leasing

- (a) The statutory powers of leasing, letting, entering into agreements for leases or lettings and accepting and agreeing to accept surrenders of leases conferred by sections 99 and 100 of the Act shall not be exercisable by the Chargor in relation to the Collateral without the prior written consent of the Bank, but the foregoing shall not be construed as a limitation of the powers of any Receiver.
- (b) Such statutory powers shall be exercisable by the Bank upon the security created by this Debenture becoming enforceable and at any time thereafter, and whether or not the Bank shall then be in possession of the premises proposed to be leased, so as to authorise the Bank to make a lease or agreement for lease at a premium and for any length of term and generally without any restriction on the kinds of leases and agreements for lease that the Bank may make and generally without the necessity for the Bank to comply with any restrictions imposed by or the other provisions of sections 99 and 100 of the Act.
- (c) The Bank may delegate such powers to any person and no such delegation shall preclude the subsequent exercise of such powers by the Bank itself or preclude the Bank from making a subsequent delegation of such powers to some other person, and any such delegation may be revoked by the Bank.

9.4 Other Powers of Bank

In addition to any other power conferred on the Bank by this Debenture, at any time after the security created by this Debenture has become enforceable, any right, power or discretion conferred or which may be conferred on a Receiver by or pursuant to this Deed may be exercised by the Bank in relation to any of the Collateral without first appointing a Receiver or notwithstanding the appointment of a Receiver.

9.5 Consolidation of Mortgages

The restriction on the right of consolidating mortgage securities contained in section 93 of the Act shall not apply to this Debenture.

10. Appointment of Receiver or Administrator

10.1 Timing of Appointment

At any time after having been requested so to do by the Chargor or upon the security created by this Debenture becoming enforceable or at any time thereafter the Bank may exercise all the powers conferred by the Insolvency Act 1986 on the holder of a qualifying floating charge (as defined in that Act) and the Bank may appoint one or more persons to be a Receiver or Receivers of the whole or any part of the Collateral or an administrator or administrators of the Chargor, in each case in accordance with and to the extent permitted by applicable laws. The Bank may:

- (a) remove any Receiver previously appointed; and
- (b) appoint another person or other persons as Receiver or Receivers, either in the place of a Receiver so removed or who has otherwise ceased to act or to act jointly with a Receiver or Receivers previously appointed.

10.2 Joint Receivers

If at any time and by virtue of any such appointment(s) any two or more persons shall hold office as Receivers of the same assets or income, each one of such Receivers shall be entitled (unless the contrary shall be stated in any deed or other instrument appointing them) to exercise all powers and discretions conferred by this Debenture or by law on Receivers individually and to the exclusion of the other or others of them.

10.3 Form of Appointment and Removal

Every such appointment or removal, and every delegation, appointment or removal by the Bank in the exercise of any right to delegate its power or to remove delegates contained in this Debenture, may be made either by deed or by instrument in writing under the hand of any officer of the Bank or any person authorised in writing by any such officer or, in the case of an administrator or administrators by notice of appointment in the prescribed form, or by any other effective means.

10.4 Powers of Receiver – Statutory

Every Receiver for the time being holding office by virtue of an appointment made by the Bank under this Debenture shall (subject to any limitations or restrictions expressed in the deed or other instrument appointing him but notwithstanding any winding-up or dissolution of the Chargor) have, in relation to the Collateral, or as the case may be, that part of the Collateral in respect of which he was appointed:

- (a) all the powers (as varied and extended by this Debenture) conferred by the Act on mortgagors and on mortgagees in possession and receivers appointed under the Act; and
- (b) power in the name or on behalf and at the cost of the Chargor to exercise all powers and rights of an absolute owner and do or omit to do anything which the Chargor itself could do.

10.5 Powers of Receiver – Specific

In addition and without prejudice to the generality of the foregoing or any other provision of this Debenture, every Receiver shall (notwithstanding any winding-up or dissolution of the Chargor) have the following powers:

(a) Take possession

power to take possession of, collect and get in all or any part of the Collateral and for that purpose to make, or to require the directors of the Chargor to make, calls upon the holders of the Chargor's share capital in respect of any such capital of the Chargor which remains uncalled and to enforce payment of calls so made and any previous unpaid calls by taking proceedings in the name of the Chargor or by his own name;

(b) Carry on business

power to carry on, manage, develop, amalgamate, reconstruct or diversify the whole or any part of the Chargor's business, including the power where the Chargor has one or more subsidiaries of supervising, controlling and financing such subsidiary or subsidiaries (inclusive of any bodies corporate as are referred to in paragraph (d) below) and its or their business or businesses and the conduct of such business or businesses;

(c) Sell assets

power to sell or assign the Collateral in such manner and generally upon such terms and conditions as he thinks fit and to convey or transfer the same in the name of the Chargor;

(d) Form subsidiaries

power to promote, or subscribe for or otherwise acquire the share capital of any body corporate with a view to such body corporate becoming a subsidiary of the Chargor and purchasing, leasing or otherwise acquiring an interest in the Collateral or carrying on any business in succession to the Chargor or any subsidiary of the Chargor;

(e) Severance

power to sever and sell separately from the Collateral all or any fixed plant and machinery and other fixtures and fittings comprised in the Collateral;

(f) Improve, develop or repair

power to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification), of any project in which the Chargor was concerned or interested prior to his appointment being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land;

- (g) No statutory restriction on sale etc.

power to sell, lease or otherwise dispose of or concur in selling, leasing, accepting surrenders or otherwise disposing of the Collateral without the restriction imposed by section 103 of the Act or the need to observe any of the restrictions or other provisions of sections 99 or 100 of the Act and upon such terms as he shall think fit;

- (h) Method of sale or disposal

power to carry any sale, lease or other disposal of any land or buildings and other property and assets into effect by conveying, transferring, assigning or leasing in the name of the Chargor and for that purpose to enter into covenants and other contractual obligations in the name of and so as to bind the Chargor;

- (i) Consents and licences

power to apply for and obtain any appropriate Authorisation in relation to the Collateral, its use or development;

- (j) Additional land and easements

power to acquire additional land or any interest in land and/or easements for the benefit of any of the Collateral and power to grant easements or rights over the Collateral;

- (k) Chargor's name

power to use the Chargor's name for registration and to effect any necessary election for tax or other purposes;

- (l) Compromise

power to make any arrangement or compromise or settlement of claims or enter into any contracts or arrangements as he shall think fit;

- (m) Insurances

power to effect and renew insurances;

- (n) Proceedings

power to take or defend proceedings in the name of the Chargor including proceedings for the compulsory winding-up of the Chargor and proceedings for directions under section 35(1) of the Insolvency Act 1986 and power to settle and compromise any proceedings;

- (o) Employees

power to employ, engage and appoint such managers, agents, servants and other employees and professional advisers on such terms as he shall think fit including without limitation power to engage his own firm in the conduct of the receivership;

(p) Borrow money

power to raise or borrow money from the Bank or any other person to rank for payment in priority to the security created by or pursuant to this Debenture and with or without a mortgage or mortgage debenture on the Collateral;

(q) Protection of assets

power to make and effect all repairs and insurances and do all other acts which the Chargor might do in the ordinary conduct of its business as well for the protection as for the improvement of the Collateral and to commence and/or complete any building operations on the Collateral and to apply for and maintain any planning permissions, building regulation approvals and any other permissions, consents or licences, in each case as he may in his absolute discretion think fit;

(r) Leases

power to let the Collateral for such term and at such rent (with or without a premium) as he may think proper and to accept a surrender of any lease or tenancy of the Collateral on such terms as he may think fit (including the payment of money to a lessee or tenant on a surrender);

(s) Receipts

power to give valid receipts for all monies and execute all assurances and things which may be proper or desirable for realising the Collateral; and

(t) General powers

power to do all such other things as may seem to the Receiver to be incidental or conducive to any other power vested in him or to be conducive to the realisation of the security created by or pursuant to this Debenture.

10.6 Receiver as Agent

Every Receiver shall be deemed at all times and for all purposes to be the agent of the Chargor which shall be solely responsible for his acts and defaults and liable on any contracts or engagements made or entered into by him and for the payment of his remuneration. The Bank shall not be responsible for his misconduct, negligence or default unless the Bank has been grossly negligent or has engaged in wilful misconduct in appointing the Receiver.

10.7 Receiver's Remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Bank (or, failing such agreement, to be fixed by the Bank) appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted in accordance with his current practice or the current practice of his firm and without being limited to the maximum rate specified in section 109(6) of the Act. The amount of such remuneration may be debited by the Bank to the Chargor, but shall in any event form part of the Secured Obligations.

10.8 Monies Actually Received

Only monies actually paid by the Receiver or administrator to the Bank in satisfaction or discharge of the Secured Obligations and unconditionally and irrevocably retained by the Bank shall be capable of being applied by the Bank in satisfaction of the Secured Obligations.

10.9 Receiver's Indemnity

The Chargor agrees to indemnify and hold harmless the Receiver from and against all actions, claims, expenses, demands and liabilities (save where the same is due to gross negligence or wilful misconduct of the Receiver) whether arising out of contract or tort or in any other way incurred or which may at any time be incurred by him or by any manager, agent, servant or other employee for whose debt, default or miscarriage he may be answerable for anything done or omitted to be done in the exercise or purported exercise of his powers under the provisions of, or pursuant to, this Debenture.

11. Other Matters Relating to Enforcement

11.1 Consideration on Disposal

- (a) In making any sale or other disposal of any of the Collateral in the exercise of their respective powers (including a disposal by the Receiver to any such subsidiary as is referred to in paragraph (d) of Clause 10.5 (*Powers of Receiver - Form subsidiaries*)) the Receiver or the Bank may accept, by way of consideration for such sale or other disposal, cash, shares, loan capital or other obligations, including without limitation consideration fluctuating according to or dependent upon profit or turnover and consideration the amount of which is to be determined by a third party.
- (b) Any such consideration may be receivable in a lump sum or by instalments and upon receipt by the Receiver shall automatically be and become charged with the payment of the Secured Obligations.
- (c) Any contract for any such sale or other disposal by the Receiver or the Bank may contain conditions excluding or restricting the personal liability of the Receiver or the Bank.
- (d) Plant, machinery and other fixtures may be severed and sold in the exercise of their respective powers by the Receiver or the Bank separately from the premises to which they are attached without any consent being obtained from the Chargor.

11.2 Application of Proceeds

All monies received by the Bank or any Receiver or administrator appointed under this Debenture shall (subject to the rights and claims of any person having a security ranking in priority to the security created by or pursuant to this Debenture, or as otherwise required by law) be applied in the following order:

- (a) in the payment of or provision for all costs, charges and expenses incurred and payments made by the Bank and in the payment of all costs, charges and expenses of and incidental to the Receiver's or (as the case may be) administrator's appointment and the payment of his remuneration;

- (b) in the payment and discharge of any liabilities incurred by the Receiver or administrator on the Chargor's behalf in the exercise of any of the powers of the Receiver or administrator;
- (c) in providing for the matters (other than the remuneration of the Receiver or administrator) specified in the first three paragraphs of section 109(8) of the Act;
- (d) in or towards payment of any debts or claims which are by statute payable in preference to the Secured Obligations but only to the extent to which such debts or claims have such preference;
- (e) in or towards the satisfaction of the Secured Obligations,

and any surplus shall be paid to the Chargor or other person entitled to it.

11.3 Section 109 of the Act

The provisions of Clause 11.2 (*Application of proceeds*) and of Clause 10.7 (*Receiver's remuneration*) shall take effect as and by way of variation and extension to the provisions of section 109 of the Act, which provisions as so varied and extended shall be deemed incorporated in this Debenture.

11.4 Right of Appropriation

To the extent that the Collateral constitutes "financial collateral" and this Debenture and the obligations of the Chargor under it constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003 No. 3226)), the Bank and each Receiver shall have the right at any time after this Debenture has become enforceable to appropriate all or any part of such financial collateral in or towards satisfaction of the Secured Obligations. For the purposes of this Clause the value of the financial collateral appropriated shall be such amount as the Bank or the Receiver determines (in a commercially reasonable manner) having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

12. No Liability as Mortgagee in Possession

The Bank shall not, nor shall any Receiver, by reason of it or such Receiver entering into possession of the Collateral be liable to account as mortgagee in possession or be liable for any loss on realisation or for any default or omission which a mortgagee in possession might be liable except for its gross negligence or wilful misconduct.

13. Expenses

13.1 Expenses of Preservation and Enforcement

All costs, charges and expenses incurred and all payments made by the Bank or any Receiver or administrator appointed under this Debenture in the preservation of any rights under this Debenture or in the lawful exercise of the rights or powers conferred by this Debenture or by law or in the enforcement of any guarantee in respect of the Secured Obligations, whether or not occasioned by any act, neglect or default of the Chargor, shall carry interest (both before and after judgment) at the Default Rate from the date incurred until the date the same are unconditionally and irrevocably paid and discharged in full.

13.2 Interest

The amount of such costs, charges, expenses and payments and interest referred to in Clause 13.1 (*Expenses of Preservation and Enforcement*) and all remuneration payable under this Debenture shall be payable by the Chargor on demand. All such costs, charges, expenses and payments shall be paid and charged as between the Bank and the Chargor on the basis of a full indemnity and not on the basis of party and party or any other kind of taxation.

13.3 Indemnity

The Bank and every Receiver, administrator, attorney, manager, agent or other person appointed by the Bank under this Debenture shall be entitled to be indemnified out of the Collateral in respect of all liabilities and expenses properly incurred by them in the execution or purported execution of any of the powers, authorities or discretions vested in them pursuant to this Debenture and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Collateral and the Bank and any such Receiver or administrator may retain and pay all sums in respect of the same out of any monies received under the powers conferred by this Debenture.

13.4 Stamp Duties

The Chargor shall pay and, immediately on demand, indemnify the Bank against any liability it incurs in respect of any stamp, registration and similar tax or duty which is or becomes payable in connection with the entry into, performance or enforcement of this Debenture.

14. Power of Attorney

14.1 Appointment and Powers

The Chargor, by way of security, irrevocably appoints:

- (a) the Bank;
- (b) each and every person whom the Bank shall from time to time nominate in writing under the hand of any officer of the Bank;
- (c) each and any Receiver for the time being holding office as such; and
- (d) each and any administrator appointed by the Bank and for the time being holding office as such,

jointly and also severally its attorney and attorneys for it and in the name of the Chargor and otherwise on its behalf and as its act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be required (or which the Bank or any such Receiver or administrator shall consider requisite) for carrying out any obligation imposed on the Chargor by or pursuant to this Debenture or the Loan and Security Agreement (including but not limited to the obligations of the Chargor under Clause 5.1 (*Further assurance*) and the statutory covenant referred to in such Clause), for carrying any sale, lease or other dealing by the Bank or such Receiver or administrator into effect, for conveying or transferring any legal estate or other interest in land or other property or asset, for getting in the Collateral, to endorse the Chargor's name on cheques and other forms of payment or security, to sign the Chargor's name on any invoice or bill of lading or draft and generally for enabling the Bank and the Receiver or administrator to exercise the respective powers conferred on them by or pursuant to this Debenture or by law.

14.2 Delegation

The Bank shall have full power to delegate the power conferred on it by Clause 14.1 (*Appointment and powers*), but no such delegation shall preclude the subsequent exercise of such power by the Bank itself or preclude the Bank from making a subsequent delegation to some other person; and any such delegation may be revoked by the Bank at any time.

14.3 Ratification

The Chargor shall ratify and confirm all transactions entered into by the Bank or such Receiver or administrator or delegate of the Bank in the exercise or purported exercise of their respective powers and all transactions entered into, documents executed and things done by any of them by virtue of the power of attorney given by Clause 14.1 (*Appointment and powers*).

14.4 Expenses

All money properly and reasonably expended by any such attorney shall be deemed to be expenses incurred by the Bank under this Debenture.

15. Protection of Purchasers

No purchaser or other person dealing with the Bank or its delegate or any Receiver or administrator appointed under this Debenture shall be bound to see or inquire whether the right of the Bank or such Receiver or administrator to exercise any of its or his powers has arisen or become exercisable or be concerned with notice to the contrary, or be concerned to see whether any such delegation by the Bank shall have lapsed for any reason or been revoked.

16. Subsequent Charges

If the Bank receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent security or other interest affecting any Collateral and/or the proceeds of sale of any Collateral, the Bank may open a new account for the Chargor. If the Bank does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice. As from that time all payments made to the Bank will be credited or be treated as having been credited to the new account and will not operate to reduce any amount for which this Debenture is security.

17. Redemption of Prior Mortgages

The Bank may, at any time after the security created by this Debenture has become enforceable, redeem any prior security against the Collateral or procure the transfer of such prior security to itself and may settle and pass the accounts of the prior security holder. Any accounts so settled and passed shall be conclusive and binding on the Chargor. All principal monies, interest, costs, charges and expenses of, and incidental to, such redemption and transfer shall be paid by the Chargor to the Bank on demand.

18. Set-Off

18.1 Consolidation of Accounts

In addition to any general lien or similar right which it may be entitled to exercise at any time under any contract or arrangement with the Chargor or by operation of law, the Bank shall have the right at any time after this Debenture has become enforceable without notice to the Chargor to combine or consolidate all or any of the Chargor's then existing accounts opened pursuant to this Debenture or otherwise with the Bank with any liabilities of the Chargor to the Bank and to set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Chargor to the Bank on any other such account or in any other respect. The liabilities referred to in this Clause may be actual, contingent, primary, collateral, several or joint liabilities, and the accounts, sums and liabilities referred to in this Clause may be denominated in any currency.

18.2 Set-Off

In addition to any right which it may be entitled to exercise at any time under any contract or arrangement with the Chargor or by operation of law, after this Debenture has become enforceable the Bank may set off any Secured Obligations due and payable by the Chargor against any obligation (whether or not matured) owed by the Bank to the Chargor regardless of the place of payment or currency of either obligation. If the obligations are in different currencies, the Bank may convert any obligation in the manner provided in Clause 20 (*Currency*).

19. Payments

19.1 Manner of Payment

All payments to be made by the Chargor under this Debenture shall be made in the same currency in which the relevant Secured Obligations are expressed to be payable.

19.2 Taxes

All payments by the Chargor under or in connection with this Debenture shall be made without set-off or counterclaim, free and clear of and without deduction for or on account of all taxes. All taxes in respect of this Debenture and payments under it shall be for the account of and shall be paid by the Chargor for its own account prior to the date on which penalties attach to such taxes. If the Chargor is compelled by law to make payment subject to any tax and the Bank does not actually receive for its own benefit on the due date a net amount equal to the full amount provided for under this Debenture, the Chargor will pay all necessary additional amounts to ensure receipt by the Bank of the full amounts so provided for. The Chargor will indemnify the Bank in respect of all such taxes upon the Bank providing to the Chargor evidence that the Bank has suffered or incurred any liability to pay such taxes.

19.3 Tax Credits

If the Bank receives the benefit of a tax credit or an allowance resulting from a payment which includes an additional amount paid by the Chargor under Clause 19.2 (*Taxes*), it shall (to the extent that it can do so without prejudice to the retention of such credit or allowance and to the extent that it is not unlawful or contrary to any official directive for it to do so) pay to the Chargor such part of that benefit as is, in the reasonable opinion of the Bank, attributable to the withholding or deduction giving rise to payment of that additional amount, provided that the Bank shall:

- (a) be the sole judge of the amount of any such benefit to be so paid to the Chargor and of the date on which it is received by the Bank;
- (b) have an absolute discretion as to the order and manner in which it employs or claims tax credits and allowances available to it; and
- (c) not be obliged to disclose to the Chargor or any other person any confidential information regarding its tax affairs or tax computations.

19.4 Appropriation of Payments

The Bank shall have an absolute and unfettered right to appropriate any payments received from the Chargor to such indebtedness of the Chargor as the Bank may determine, to the exclusion of any right on the part of the Chargor to make an appropriation in respect of such payments.

20. Currency

20.1 Currency Indemnity

If any sum due from the Chargor under this Debenture (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

- (a) making or filing a claim or proof against the Chargor; or
- (b) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Chargor shall as an independent obligation, within three Business Days of demand, indemnify the Bank against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (i) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (ii) the rate or rates of exchange available to the Bank at the time of its receipt of that Sum.

20.2 Waiver

The Chargor waives any right it may have in any jurisdiction to pay any amount under this Debenture in a currency other than that in which it is expressed to be payable.

21. Suspense Account

For so long as any of Secured Obligations is outstanding, all monies received, recovered or realised by the Bank under this Debenture (including the proceeds of any conversion of currency) may in the discretion of the Bank be credited to an interest bearing suspense or impersonal account and may be held in such account for so long as the Bank may think fit.

22. The Bank's Remedies

22.1 Effect of Release

Any receipt, release or discharge of the security provided by, or of any liability arising under, this Debenture shall not release or discharge the Chargor from any liability to the Bank for the same or any other liability which may exist independently of this Debenture.

22.2 Arrangements with Third Parties

The Bank may in its discretion grant time or other indulgence, or make any other arrangement, variation or release with, any person or persons not party to this Debenture (whether or not such person or persons are jointly liable with the Chargor) in respect of any of the Secured Obligations or of any other security for, or guarantee in respect of, the Secured Obligations, without prejudice either to the security created by or pursuant to this Debenture or to the liability of the Chargor for the Secured Obligations or the exercise by the Bank of any rights, remedies and privileges conferred upon it by this Debenture.

22.3 Rights Cumulative

The rights, powers and remedies provided in this Debenture are cumulative and are not, nor are they to be construed as, exclusive of any rights, powers or remedies provided by law, or under any other document or agreement.

22.4 Waiver

No failure by the Bank to exercise, or delay in exercising, any right or remedy provided by this Debenture or by law, shall operate as a waiver of such right or remedy, nor shall any single or partial waiver of any right or remedy preclude any further or other exercise of that right or remedy or the exercise of any other such right or remedy.

22.5 Costs

All reasonable costs, charges and expenses of the Bank properly incurred in relation to the negotiation, preparation, printing, execution, registration and perfection of this Debenture shall be reimbursed by the Chargor to the Bank within five Business Days of demand on a full indemnity basis.

22.6 Insolvency Relation Back

- (a) Any settlement or discharge between the Bank and the Chargor shall be conditional upon no security of, or payment to, the Bank (whether by the Chargor or otherwise) being avoided or reduced or required to be paid away by virtue of any requirement (whether or not having the force of law) or enactment, whether relating to bankruptcy, insolvency, liquidation, administration or otherwise, at any time in force or by virtue of any obligation to give effect to any preference or priority and the Bank shall be entitled to recover the value or amount of any such security or payment from the Chargor as if such settlement or discharge had not occurred.
- (b) If the Bank reasonably considers that an amount paid by the Chargor (or any other person) to the Bank under any contract or agreement giving rise to, concerning or securing the Secured Obligations is capable of being avoided or set aside on the winding-up or administration of the Chargor or such other person or otherwise then that amount shall not be considered to have been irrevocably paid for the purposes of this Debenture.

23. Provisions Severable

Every provision contained in this Debenture shall be severable and distinct from every other provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining such provisions shall not in any way be affected.

24. The Bank's Discretion

Subject to any provision expressly to the contrary and subject to any duty imposed by general law, any power which may be exercised or any determination which may be made under this Debenture by the Bank may be exercised or made in the absolute and unfettered discretion of the Bank.

25. Certificates

Any certification or determination by the Bank of a rate or amount under this Debenture is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

26. Assignment

The Bank shall be entitled at any time to assign all or any of its rights and benefits under this Debenture to any person to whom the rights and benefits of the Bank under the Loan and Security Agreement are assigned or transferred in accordance with its terms and this Debenture shall remain in full force and effect after, and shall continue to secure the Secured Obligations after and resulting from, any such assignment or transfer.

27. Release

- (a) Upon the expiry of the Security Period (but not otherwise), the Bank will, at the request and cost of the Chargor, take whatever action is necessary to release and/or reassign the Collateral from the security created by this Debenture.
- (b) Where the Chargor makes a disposal permitted pursuant to the Loan Documents, the Bank shall, at the request and cost of the Chargor, take any action (including the provision of a letter of non-crystallisation) that is necessary to release and/or reassign to the Chargor the assets which are the subject of such disposal.

28. Third Party Rights

Unless expressly provided to the contrary in this Debenture, a person who is not a party to this Debenture has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Debenture. Notwithstanding any provision of this Debenture, the consent of any person who is not a party to this Debenture is not required to rescind or vary this Debenture at any time.

29. Counterparts

This Debenture may be executed in any number of counterparts and by the different parties on separate counterparts and this will have the same effect as if the signatures on the counterparts were on a single copy of this Debenture and each such counterpart shall be treated as an original.

30. Notices

Any notice or other communication to be made under or in connection with this Debenture or by applicable law shall be made (a) upon the earlier of actual receipt and three Business Days after deposit in the post, first class, with postage prepaid; (b) upon transmission, when sent by electronic mail or fax; (c) one Business Day after deposit with a reputable overnight courier with all charges prepaid; or (d) when delivered, if hand-delivered by messenger, all of which shall be addressed to the party to be notified and sent to the address, fax number, or email address

indicated below. The Bank or the Chargor may change its mailing or electronic mail address or fax number by giving the other party written notice of such change in accordance with the terms of this Clause 30 (*Notices*).

If to the Chargor:

CloudPay United Kingdom Limited

Kingsgate House, Newbury Road, Andover, Hampshire SP10 4DU

Attn: John Leese

Fax: +44 1264 253 111

Electronic mail: john.leese@cloudpay.net and legal@cloudpay.net

If to the Bank:

Silicon Valley Bank

3003 Tasman Drive, Santa Clara, CA 95054

Attn: Tim Hardin

Fax: 001 (408) 496 2443

Electronic mail: thardin@svb.com

With a copy to:

SVB Financial Group (UK) Limited

Alphabeta, 14-18 Finsbury Square, London EC2A 1BR

Attn: Mr. Jim Watts

Fax: 020 7600 9556

Electronic mail: jwatts2@svb.com

Failure to provide any courtesy copy shall not invalidate any notice or other communication otherwise properly given to the designated party set out above. Any party may change its address to another single address by notice given as is provided in this Debenture, except any change of address notice must be actually received in order to be effective. Any notice which the Bank gives only to the Chargor's address shall not be invalid.

31. Governing Law and Jurisdiction

31.1 Governing Law

This Debenture and any non-contractual obligations arising out of or in connection with it shall (save to the extent expressly stated to the contrary) be governed by English law, save for Clause 3.16 (*US credit balances*) which shall be governed by the law of the Relevant State.

31.2 Jurisdiction

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

- (b) The parties to this Debenture 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.
- (c) This Clause 31.2 is for the benefit of the Bank only. As a result, the Bank shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Bank may take concurrent proceedings in any number of jurisdictions.

EXECUTED as a **DEED** and delivered on the date stated at the beginning of this document.

Schedule 1

Details of the Property

Property	Interest	Title Number/Description
Kingsgate House, Newbury Road, Andover, Hampshire SP10 4DU	5 year term from February 2015	Landlord: Lionel Hitchen (Essential Oils) Limited Property consists of the whole of the first floor of Kingsgate House excluding communal stairwell, toilets and the utility provisions
Kingsgate House, Newbury Road, Andover, Hampshire SP10 4DU (additional parking)	5 year term from February 2015	Landlord: Lionel Hitchen (Essential Oils) Limited

Schedule 2

Details of Registered Intellectual Property

None at the date of this Deed

Schedule 3

Details of Accounts

Account Number	Account Name	Name per HSEC.net	Account Type	Currency	Bank	Location	Date Opened
REDACTED REDACTED	CloudPay Ltd	REDACTED REDACTED REDACTED	Current	GBP	HSBC	UK	2010
REDACTED REDACTED	CloudPay Ltd	REDACTED REDACTED	Current	USD	HSBC	UK	2010
REDACTED REDACTED	CloudPay Ltd	REDACTED REDACTED	Current	EUR	HSBC	UK	2010
REDACTED REDACTED	CloudPay Ltd	REDACTED REDACTED	Deposit	GBP	HSBC	UK	2010
REDACTED REDACTED	Cloudpay France Sarl	REDACTED REDACTED REDACTED	Current	EUR	HSBC	UK	
REDACTED	Cloudpay United Kingdom Ltd		Operating	EUR	SVB	UK	2016
REDACTED	Cloudpay United Kingdom Ltd		Operating	GBP	SVB	UK	2016
REDACTED	Cloudpay United Kingdom Ltd		Operating	USD	SVB	UK	2016

The Chargor

EXECUTED as a DEED by CLOUDPAY UNITED KINGDOM
LIMITED acting by a director in the presence of:

REDACTED

Signature of director (Paul Bartlett)

Signature of witness

REDACTED

Print name

Paul Sullivan

Address

REDACTED

Occupation

Attorney

The Bank

EXECUTED as a DEED on behalf of SILICON VALLEY BANK a
California corporation, by.....BRIAN GERALDITY.....
being a person who, in accordance with the laws of that territory,
is acting under the authority of the corporation:

REDACTED

..... Authorised signatory