



Registration of a Charge

Company Name: **ACCOUNT TECHNOLOGIES SOFTWARE LIMITED**

Company Number: **07336400**



Received for filing in Electronic Format on the: **17/06/2021**

XA6UCJHK

Details of Charge

Date of creation: **15/06/2021**

Charge code: **0733 6400 0005**

Persons entitled: **ACCOUNT TECHNOLOGIES HOLDINGS LIMITED**

Brief description: **N/A**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **RHODA MACLENNAN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7336400

Charge code: 0733 6400 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th June 2021 and created by ACCOUNT TECHNOLOGIES SOFTWARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th June 2021 .

Given at Companies House, Cardiff on 18th June 2021

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



Companies House



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

M DICKSON MINTO

Dated 15 June 2021

INTRA-GROUP DEBENTURE

**THE COMPANIES LISTED IN THE SCHEDULE
(as Chargors)**

and

**ACCOUNT TECHNOLOGIES HOLDINGS LIMITED
(as Lender)**

This Deed is subject to the terms of the Subordination Agreement and is subordinated to the Senior Collateral Documents (as each term is defined herein)

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THIS DEED is dated 15 June 2021 and made between:

- (1) **THE COMPANIES LISTED IN THE SCHEDULE** to this Deed (each a "**Chargor**" and, together, the "**Chargors**"); and
- (2) **ACCOUNT TECHNOLOGIES HOLDINGS LIMITED** incorporated and registered in England and Wales with company number 11802480 and whose registered office is at 10 Brick Street, Mayfair, London W1J 7HQ (the "**Lender**").

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Deed, (a) terms defined in, or construed for the purposes of, the Facility Agreement (as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed); and (b) the following terms have the following meanings:

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

"**Assigned Assets**" means the Secured Assets expressed to be assigned pursuant to Clause 4.2 (*Security assignments of the Chargors*);

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

"**Charged Investments**" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

"**Charged Securities**" means all stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "*investments*" (as defined in part II of schedule 2 to the Financial Services and Markets Act 2000 as in force at the date of this Deed) now or in future owned (legally or beneficially) by any of the Chargors or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which any of the Chargors have an interest at any time;

"**Collateral Agent**" means Midtown Madison Management LLC as collateral agent for the secured parties under the Senior Collateral Documents;

"**Debenture Security**" means the Security created or evidenced by or pursuant to this Deed;

"**Delegate**" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Lender or by a Receiver;

"**Facility Agreement**" means the facility agreement entered into between the Chargors and the Lender originally dated 30 April 2021 as amended and restated on or around the date of this Deed and as amended, restated and/or supplemented from time to time;

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Chargor or in which a Chargor from time to time has an interest, always excluding public/third party liability insurances and statutory insurances;

"Intellectual Property" means:

- (a) any patents, trademarks, 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; and
- (b) the benefit of all applications and rights to use such assets of each member of the Group (which may now or in the future subsist).

"Note Issuance Agreement" means the note issuance agreement between, amongst others, (1) the Lender as issuer, (2) Indigo Michael Limited as originator and guarantor, (3) Account Technologies Software Limited (formerly Broadway Financial Technology Limited) as guarantor, (4) Midtown Madison Management LLC as administrative agent and collateral agent, and (5) Atalaya Income Fund V LP and Atalaya A4 Pool 1 LP as initial noteholders, dated on or about the date of this Deed and as amended, restated and/or supplemented from time to time;

"Other Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, a Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and
- (b) all proceeds of any of the foregoing.

"Party" means a party to this Deed;

"Permitted Disposal" means any sale, lease, licence, transfer, loan or other disposal by any of the Chargors of any asset, undertaking or business (whether by a voluntary or involuntary single transaction or series of transactions) which is permitted by the Lender at its sole discretion or any other disposal permitted under the Facility Agreement;

"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to a Chargor, or in which a Chargor has an interest at any time, together with:

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (b) all easements, rights and agreements in respect thereof; and

(c) the benefit of all covenants given in respect thereof.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Secured Assets appointed by the Lender under this Deed;

"Related Rights" means, in relation to any Charged Security:

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition; and
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, wider option rights or otherwise.

"Relevant Contract" means any agreement designated as a relevant contract under the Senior Debenture;

"Secured Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Deed;

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each Chargor to the Secured Parties under or pursuant to any Finance Document (including all monies covenanted to be paid under this Deed);

"Secured Party" means the Lender and any Receiver or Delegate;

"Security Period" means the period beginning on the date of this Deed and ending on the date on which:

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (b) the Lender has no further commitment, obligation or liability under or pursuant to the Finance Documents.

"Senior Collateral Document" has the meaning given to "Collateral Document" in the Note Issuance Agreement;

"Senior Debenture" means the debenture granted by certain of the Chargors in favour of the Collateral Agent, dated on or around the date of this Deed, and as amended, restated and/or supplemented from time to time;

"Senior Discharge Date" has the meaning given to it in the Subordination Agreement;

"Senior Security" means the Security created or evidenced by or pursuant to the Senior Collateral Documents; and

"Subordination Agreement" means the subordination agreement made between, amongst others, the Chargors, Loudwater Ventures Limited (formerly Account Technologies Limited) and the Collateral Agent, dated on or around the date of this Deed, and as amended, restated and/or supplemented from time to time.

1.2. Interpretation

- (a) Unless a contrary indication appears, in this Deed the provisions of Clause 1 (*Definitions and Interpretation*) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed, except that references to "this Agreement" will be construed as references to this Deed.
- (b) Unless a contrary indication appears, any reference in this Deed to:
 - (i) the **"Chargors"**, the **"Secured Parties"** and the **"Lender"** or any other person shall be construed so as to include its successors in title, permitted assignees and permitted transferees and, in the case of the Lender, any person for the time being appointed as Lender in accordance with the Finance Documents;
 - (ii) **"this Deed"**, the **"Facility Agreement"**, any other **"Finance Document"** or any other agreement or instrument is a reference to this Deed, the Facility Agreement, that other Finance Document or that other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of each Chargor or provides for further advances); and
 - (iii) **"Secured Obligations"** includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of, or similar event affecting, any Chargor.
- (c) Each undertaking of a Chargor (other than a payment obligation) contained in this Deed:
 - (i) must be complied with at all times during the Security Period; and
 - (ii) is given by each Chargor for the benefit of the Lender.
- (d) The terms of the other Finance Documents, and of any side letters between any of the parties to them in relation to any Finance Document, are incorporated in this Deed to the extent required to ensure that any disposition of Real Property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (e) If the Lender reasonably considers that an amount paid by the Chargor to it under a Finance Document is capable of being avoided or otherwise set aside on the

liquidation or administration of a Chargor, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.

- (f) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.
- (g) Notwithstanding any provision of this Deed, this Deed and the security created by it are subject at all times to the terms of the Subordination Agreement and the Senior Collateral Documents and, to the extent that there is any conflict between the terms of (i) this Agreement and (ii) the Subordination Agreement and/or the Senior Collateral Documents, the terms of the Subordination Agreement and/or the Senior Collateral Documents will prevail.

1.3. Third party rights

- (a) Subject to paragraph (c) below, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) The Collateral Agent and any Receiver, Delegate, Secured Party or any officer, employee or agent of such Receiver, Delegate or Secured Party may, subject to this Clause and the Third Parties Act, rely on any Clause of this Deed which expressly confers rights on it.

1.4. Subordination of this Deed

This Deed is subject to the terms of the Subordination Agreement and this Deed and the security created by or pursuant to it are subordinated to, and shall in all respects rank after, the Senior Collateral Documents and the security created by or pursuant to the Senior Collateral Documents.

2. COVENANT TO PAY

2.1. Covenant to pay

- (a) Each Chargor, as principal obligor and not merely as surety, covenants in favour of the Lender that it will pay and discharge the Secured Obligations from time to time when they fall due.
- (b) Every payment by a Chargor of a Secured Obligation which is made to or for the benefit of any Secured Party, such payment being due and payable in accordance with the relevant Finance Document, shall operate in satisfaction to the same extent of the covenant contained in Clause 2.1(a).

2.2. Default interest

Any amount which is not paid under this Deed when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full calculated on a daily basis at the rate determined in accordance with Clause 7 (*Default Interest*) of the Facility Agreement, without double counting.

3. GRANT OF SECURITY

3.1. Nature of security

All security and dispositions created or made by or pursuant to this Deed are created or made:

- (a) in favour of the Lender;
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, or as the case may be as beneficial owner;
- (c) as continuing security for payment of the Secured Obligations; and
- (d) in the case of:
 - (i) the security and dispositions created or made by or pursuant to Clause 4 (Fixed Security), with effect from the Senior Discharge Date (or, if later, the date on which the relevant Chargor accedes to this Deed or acquires the relevant property); and
 - (ii) the security and dispositions created or made by or pursuant to Clause 5 (Floating Security), with effect from the date of this Deed (or, if later, the date on which the relevant Chargor accedes to this Deed or acquires the relevant property).

3.2. Qualifying floating charge

Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to this Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

4. FIXED SECURITY

This Deed shall not create any mortgage, assignment, fixed charge or other fixed security over any asset at any time prior to the Senior Discharge Date.

4.1. Fixed charges of the Chargors

With effect from the Senior Discharge Date, each Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:

- (a) by way of legal mortgage, all Real Property (if any) at the date of this Deed vested in, or charged to, a Chargor;
- (b) by way of fixed charge:
 - (i) all other Real Property and all interests in Real Property;
 - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land (wherever situated);
 - (iii) the proceeds of sale of all Real Property;
 - (iv) all fixtures and fittings from time to time attached to the Real Property; and
 - (v) all rents receivable from any lease granted out of the Real Property;
- (c) by way of fixed charge, all plant and machinery and the benefit of all contracts, licences and warranties relating to the same;
- (d) by way of fixed charge:
 - (i) all computers, vehicles, furniture, furnishings, office equipment and other equipment; and
 - (ii) the benefit of all contracts, licences and warranties relating to the same;
- (e) by way of fixed charge, all Charged Securities together with (i) all Related Rights from time to time accruing to those Charged Securities and (ii) all rights which each Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;
- (f) by way of fixed charge:
 - (i) all accounts of each Chargor with any bank, financial institution or other person at any time and all monies to which each Chargor is beneficially entitled at any time standing to the credit of such accounts,
 - (ii) in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;
- (g) by way of fixed charge, all book debts and other debts of each Chargor and the proceeds of payment or realisation of each of them until receipt into the accounts of the Chargors;

- (h) by way of fixed charge, all Intellectual Property (if any);
- (i) by way of fixed charge, all of its present and future right, title and interest in and to:
 - (i) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them;
 - (ii) all Insurances and all claims under the Insurances and all proceeds of the Insurances to the extent that, in each case, a Chargor is beneficially entitled to them; and
 - (iii) all Other Receivables and all rights and remedies in connection therewith;
- (j) by way of fixed charge, to the extent not otherwise charged or assigned in this Deed:
 - (i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of each Chargor or the use of any of its assets; and
 - (ii) any letter of credit issued in favour of each Chargor and all bills of exchange and other negotiable instruments held by it; and
- (k) by way of fixed charge, all of the goodwill and uncalled capital of each Chargor.

4.2. Security assignments of the Chargors

With effect from the Senior Discharge Date, each Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to:

- (a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them;
- (b) all Insurances and all claims under the Insurances and all proceeds of the Insurances to the extent that, in each case, a Chargor is beneficially entitled to them; and
- (c) all Other Receivables and all rights and remedies in connection therewith.

To the extent that any Assigned Asset described in paragraph (b) above is not assignable, the assignment which that paragraph purports to effect shall operate as an assignment of all present and future rights and claims of each Chargor to any proceeds of such Insurances.

4.3. Assigned Assets

The Lender is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to this Deed.

5. FLOATING CHARGE

Subject to the terms of the Subordination Agreement and the Senior Collateral Documents, each Chargor charges by way of floating charge (ranking after all the Senior Security) all of its present and future assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to Clause 4.1 (*Fixed charges of the Chargors*), Clause 4.2 (*Security assignments of the Chargors*) or any other provision of this Deed.

6. CONVERSION OF FLOATING CHARGE

6.1. Conversion by notice

Following the Senior Discharge Date, the Lender may, by written notice to each Chargor, convert the floating charge created under this Deed into a fixed charge as regards all or any of the assets of each Chargor specified in the notice if:

- (a) an Event of Default has occurred and is continuing; or
- (b) the Lender, acting reasonably, considers any Secured Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

6.2. Small companies

- (a) Subject to paragraph (b) below, the floating charge created under this Deed by each Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under Part A1 of the Insolvency Act 1986 (or anything done with a view to obtaining such a moratorium) in respect of each Chargor.
- (b) Paragraph (a) above does not apply to any floating charge referred to in section A52(4) of Part A1 of the Insolvency Act 1986.

6.3. Automatic conversion

In the case of each Chargor, the floating charge created under this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge (ranking after the Senior Security):

- (a) in relation to any Secured Asset which is subject to a floating charge if:
 - (i) any Chargor creates (or attempts or purports to create) any security (save where permitted under the Facility Agreement) or where the Lender has given prior written consent) on or over the relevant Secured Asset without the prior written consent of the Lender; or
 - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Secured Asset; and

- (b) over all Secured Assets of each Chargor which are subject to a floating charge if an administrator is appointed in respect of each Chargor or the Lender receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986),

provided that no such crystallisation shall occur prior to the Senior Discharge Date.

6.4. Partial conversion

The giving of a notice by the Lender pursuant to Clause 6.1 (*Conversion by notice*) in relation to any class of assets of a Chargor shall not be construed as a waiver or abandonment of the rights of the Lender to serve similar notices in respect of any other class of assets or of any other right of the Lender.

7. CONTINUING SECURITY

7.1. Continuing security

The Debenture Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

7.2. Additional and separate security

This Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Lender may at any time hold for any Secured Obligation.

7.3. Right to enforce

This Deed may be enforced against each Chargor without the Lender first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

8. LIABILITY OF CHARGORS RELATING TO SECURED ASSETS

Notwithstanding anything contained in this Deed or implied to the contrary, each Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Secured Assets. The Lender is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

9. UNDERTAKINGS BY THE CHARGORS

The provisions of this Clause 9 shall apply with effect from the Senior Discharge Date (but, for the avoidance of doubt, not beforehand).

9.1. Negative pledge and Disposals

No Chargor shall do or agree to do any of the following without the prior written consent of the Lender:

- (a) create or permit to subsist any Security on any Secured Asset other than as created by this Deed or as permitted under the Facility Agreement; or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Secured Asset save where such disposal is a Permitted Disposal.

9.2. Deposit of documents and notices

- (a) Each Chargor shall promptly following request by the Lender deposit with the Lender:
 - (i) after an Event of Default only, all deeds and documents of title relating to the Secured Assets; and
 - (ii) all local land charges, land charges and HM Land Registry search certificates and similar documents received by or on behalf of each Chargor,

each of which the Lender may hold throughout the Security Period.

9.3. Real Property undertakings - acquisitions and notices to HM Land Registry

Without prejudice to any restrictions contained in the Facility Agreement regarding the acquisition of any interest in any freehold or leasehold property:

- (a) each Chargor shall notify the Lender before contracting to purchase any estate or interest in any freehold or leasehold property; and
- (b) each Chargor shall, in respect of any freehold or leasehold Real Property which is acquired by it after the date of this Deed, the title which is registered at the Land Registry or the title to which is required to be so registered:
 - (i) give the Land Registry written notice of this Deed; and
 - (ii) procure that notice of this Deed is clearly noted in the Register to each such title.

9.4. Real Property undertakings - maintenance

- (a) Each Chargor shall maintain all buildings and erections forming part of the Secured Assets in a good state of repair.
- (b) No Chargor shall, except with the prior written consent of the Lender (other than where the fair market value of such right, licence or lease is in aggregate less than

£50,000 and the granting of such right, licence or lease is in the ordinary course of that Chargor's business):

- (i) confer on any person any lease or tenancy of any of the Real Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power);
- (ii) confer on any person any right or licence to occupy any land or buildings forming part of the Real Property: or
- (iii) grant any licence to assign or sub-let any part of the Real Property.

9.5. Insurance

Each Chargor shall at all times during the subsistence of this Deed:

- (a) not knowingly do any act nor commit any default by which any Insurance may become void or voidable; and
- (b) comply with its obligations as to insurance contained in the Facility Agreement.

9.6. Rights of the Parties in respect of Charged Investments

- (a) Until an Event of Default occurs and for as long as it is continuing, each Chargor shall be entitled to:
 - (i) receive and retain all dividends, distributions and other monies paid on or derived from its Charged Securities; and
 - (ii) exercise all voting and other rights and powers attaching to its Charged Securities, provided that it must not do so in a manner which:
 - (A) has the effect of changing the terms of such Charged Securities (or any class of them) or of any Related Rights unless permitted by the Finance Documents; or
 - (B) is prejudicial to the interests of the Lender under the Finance Documents.
- (b) At any time following the occurrence of an Event of Default and for as long as it is continuing, the Lender may complete instrument(s) of transfer for all or any Charged Securities on behalf of each Chargor in favour of itself or such other person as it may select.

- (c) At any time when any Charged Security is registered in the name of the Lender or its nominee, the Lender shall be under no duty to:
 - (i) ensure that any dividends, distributions or other monies payable in respect of such Charged Security are duly and promptly paid or received by it or its nominee;
 - (ii) verify that the correct amounts are paid or received; or
 - (iii) take any action in connection with the taking up of any (or any offer of any) Related Rights in respect of or in substitution for, any such Charged Security.

10. POWER TO REMEDY

The provisions of this Clause 10 shall apply with effect from the Senior Discharge Date (but, for the avoidance of doubt, not beforehand).

10.1. Power to remedy

If at any time any Chargor does not comply with any of its obligations under this Deed, the Lender (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default after three Business Days from the date of such default. Each Chargor irrevocably authorises the Lender and its employees and agents by way of security to do, after such written request, all such things (including entering the property of that Chargor) which are necessary or desirable to rectify that default after three Business Days from the date of such default.

10.2. Mortgagee in possession

The exercise of the powers of the Lender under this Clause 10 shall not render it liable as a mortgagee in possession.

10.3. Monies expended

Each Chargor shall pay to the Lender on demand any monies which are expended by the Lender in exercising its powers under this Clause 10, together with interest from the date on which those monies were expended by the Lender (both before and after judgment) calculated in accordance with Clause 2.2 (*Default interest*).

11. WHEN SECURITY BECOMES ENFORCEABLE

11.1. When enforceable

Subject to the terms of the Subordination Agreement and the Senior Collateral Documents, this Debenture Security shall become immediately enforceable upon the occurrence of an Event of Default and shall remain so for so long as such Event of Default is continuing.

11.2. Statutory powers

Subject to the terms of the Subordination Agreement and the Senior Collateral Documents, the power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Deed) shall be immediately exercisable upon and at any time after the occurrence of any Event of Default and for so long as such Event of Default is continuing.

11.3. Enforcement

Subject to the terms of the Subordination Agreement and the Senior Collateral Documents, after this Debenture Security has become enforceable, the Lender may in its absolute discretion enforce all or any part of the Debenture Security in such manner as it sees fit.

12. ENFORCEMENT OF SECURITY**12.1. General**

For the purposes of all rights and powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to the Debenture Security.

12.2. Powers of leasing

The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender to lease, make agreements for leases, accept surrenders of leases and grant options as the Lender may think fit and without the need to comply with section 99 or 100 of the Act.

12.3. Powers of Lender

- (a) At any time after the Debenture Security becomes enforceable (or if so requested by each Chargor by written notice at any time), subject to the terms of the Subordination Agreement and the Senior Collateral Documents, the Lender may without further notice (unless required by law):
 - (i) appoint any person (or persons) to be a receiver, receiver and manager or administrative receiver of all or any part of the Secured Assets and/or of the income of the Secured Assets;
 - (ii) appoint or apply for the appointment of any person who is appropriately qualified as administrator of each Chargor;
 - (iii) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver; and/or
 - (iv) exercise (in the name of each Chargor and without any further consent or authority of each Chargor) any voting rights and any powers or rights which

may be exercised by any person(s) in whose name any Charged Investment is registered or who is the holder of any of them.

- (b) The Lender is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium under Part A1 of the Insolvency Act 1986 (or anything done with a view to obtaining such a moratorium) other than in respect of a floating charge referred to in section A52(4) of the Insolvency Act 1986.

12.4. Privileges

- (a) Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply.
- (b) To the extent that the Secured Assets constitute "financial collateral" and this Deed and the obligations of each Chargor under this Deed constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)) each Receiver and the Lender shall have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.
- (c) For the purpose of Clause 12.4(b) above, the value of the financial collateral appropriated shall be:
 - (i) in the case of cash, the amount standing to the credit of each of bank account, together with any accrued but unposted interest, at the time the right of appropriation is exercised; and
 - (ii) in the case of Charged Investments, the market price of such Charged Investments determined by the Lender by reference to a public index (where such Charged Investments are listed on a public index) or by such other commercially reasonable method of valuation as the Lender may select, including independent valuation.

12.5. No liability

- (a) Neither the Lender nor any Receiver shall be liable (i) in respect of all or any part of the Secured Assets or (ii) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct).
- (b) Without prejudice to the generality of paragraph (a) above, neither the Lender nor any Receiver shall be liable, by reason of entering into possession of a Secured Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

12.6. Protection of third parties

No person (including a purchaser) dealing with the Lender or any Receiver or Delegate will be concerned to enquire:

- (a) whether the Secured Obligations have become payable;
- (b) whether any power which the Lender or the Receiver is purporting to exercise has become exercisable;
- (c) whether any money remains due under any Finance Document; or
- (d) how any money paid to the Lender or to the Receiver is to be applied.

13. RECEIVER

13.1. Removal and replacement

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

13.2. Multiple Receivers

If at any time there is more than one Receiver of all or any part of the Secured Assets and/or the income of the Secured Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document).

13.3. Remuneration

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Lender (or, failing such agreement, to be fixed by the Lender).

13.4. Payment by Receiver

Only monies actually paid by a Receiver to the Lender in relation to the Secured Obligations shall be capable of being applied by the Lender in discharge of the Secured Obligations.

13.5. Agent of Chargors

Any Receiver shall be the agent of each Chargor in respect of which it is appointed. Each Chargor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. No Secured Party shall incur any liability (either to each Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

14. POWERS OF RECEIVER

14.1. General powers

Any Receiver shall have:

- (a) all the powers which are conferred on the Lender by Clause 12.3 (*Powers of Lender*);
- (b) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act;
- (c) (whether or not he is an administrative receiver) all the powers which are listed in schedule I of the Insolvency Act 1986; and
- (d) all powers which are conferred by any other law conferring power on receivers.

14.2. Additional powers

In addition to the powers referred to in Clause 14.1 (*General powers*), a Receiver shall have the following powers:

- (a) to take possession of, collect and get in all or any part of the Secured Assets and/or income in respect of which he was appointed;
- (b) to manage the Secured Assets and the business of each Chargor as he thinks fit;
- (c) to redeem any Security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- (d) to sell or concur in selling, leasing or otherwise disposing of all or any part of the Secured Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act, and without limitation:
 - (i) fixtures may be severed and sold separately from the Real Property containing them, without the consent of each Chargor;
 - (ii) the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party); and
 - (iii) any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit;
- (e) 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 each Chargor was concerned or interested before his appointment (being a project for the alteration,

improvement, development, completion, construction, modification, refurbishment or repair of any building or land);

- (f) to carry out any sale, lease or other disposal of all or any part of the Secured Assets by conveying, transferring, assigning or leasing the same in the name of each Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, each Chargor;
- (g) to take any such proceedings (in the name of each Chargor or otherwise) as he shall think fit in respect of the Secured Assets and income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment);
- (h) to enter into or make any such agreement, arrangement or compromise as he shall think fit;
- (i) to insure, and to renew any insurances in respect of, the Secured Assets as he shall think fit (or as the Lender shall direct);
- (j) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm);
- (k) to form one or more Subsidiaries of each Chargor and to transfer to any such Subsidiary all or any part of the Secured Assets;
- (l) to operate any rent review clause in respect of any Real Property in respect of which he was appointed (or any part thereof) and to apply for any new or extended lease; and
- (m) to:
 - (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Secured Asset;
 - (ii) exercise in relation to each Secured Asset all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Secured Assets; and
 - (iii) use the name of each Chargor for any of the above purposes.

15. APPLICATION OF PROCEEDS

15.1. Application

All monies received by the Lender or any Receiver after the Debenture Security has become enforceable shall, subject to the payment of any claims having priority to this Debenture

Security and subject as provided in the Subordination Agreement and the Senior Collateral Documents, be applied in the following order:

- (a) *firstly*, in satisfaction of, or provision for, all costs, charges and expenses incurred, and payments made, by the Lender or any Receiver or Delegate and of all remuneration due to the Receiver in connection with this Deed or the Secured Assets;
- (b) *secondly*, in or towards satisfaction of the Secured Obligations in accordance with Clause 15.3 (*Appropriation and suspense account*); and
- (c) *thirdly*, in payment of any surplus to each Chargor or other person entitled to it.

15.2. Contingencies

If the Debenture Security is enforced at a time when no amounts are due under the Finance Documents (but at a time when amounts may or will become so due), the Lender or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account.

15.3. Appropriation and suspense account

- (a) Subject to Clause 15.1 (*Application*), the Lender shall apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations in any order or manner which it may determine.
- (b) Any such appropriation shall override any appropriation by each Chargor.
- (c) All monies received, recovered or realised by the Lender under or in connection with this Deed may at the discretion of the Lender be credited to a separate interest-bearing suspense account for so long as the Lender reasonably determines (with interest accruing thereon at such rate (if any) as the Lender may determine) without the Lender having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Secured Obligations.

16. SET-OFF

- (a) Following the Senior Discharge Date, the Lender may (but shall not be obliged to) set off any obligation which is due and payable by each Chargor and unpaid (whether under the Finance Documents or which has been assigned to the Lender by each Chargor) against any matured obligation owed by the Lender to each Chargor regardless of the place of payment, booking branch or currency of either obligation.
- (b) Following the Senior Discharge Date, at any time after the Debenture Security has become enforceable (and in addition to its rights under paragraph (a) above), the Lender may (but shall not be obliged to) set-off any contingent liability owed by each Chargor under any Finance Document against any obligation (whether or not matured) owed by the Lender to each Chargor, regardless of the place of payment, booking branch or currency of either obligation.

- (c) If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (d) If either obligation is unliquidated or unascertained, the Lender may set off in an amount estimated by it in good faith to be the amount of that obligation.

17. DELEGATION

Each of the Lender and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by them under this Deed upon any terms (including power to sub-delegate) which it may think fit. Neither the Lender nor any Receiver shall be in any way liable or responsible to each Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

18. FURTHER ASSURANCE

18.1. Further action

- (a) Each Chargor shall, at its own expense, immediately do all acts and execute all documents as the Lender or a Receiver may reasonably specify (and in such form as the Lender or a Receiver may reasonably require) for:
 - (i) creating, perfecting or protecting the Security intended to be created by this Deed or any other Security Document;
 - (ii) following an Event of Default which is continuing, facilitating the realisation of any Secured Asset;
 - (iii) facilitating the exercise of any rights, powers and remedies exercisable by the Lender or any Receiver or any Delegate in respect of any Secured Asset or provided by or pursuant to the Finance Documents or by law; or
 - (iv) creating and perfecting Security in favour of the Lender over any property and assets of each Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to this Deed or any other Security Document.
- (b) This includes:
 - (i) the re-execution of this Deed or such Security Document;
 - (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Lender or to its nominee; and
 - (iii) the giving of any notice, order or direction and the making of any filing or registration required by this Deed,

which, in any such case, the Lender may reasonably consider necessary.

18.2. Finance Documents

Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Lender by or pursuant to the Finance Documents.

18.3. Specific security

Without prejudice to the generality of Clause 18.1 (*Further action*), each Chargor will immediately upon request by the Lender execute any document contemplated by that Clause over any Secured Asset which is subject to or intended to be subject to any fixed security under this Deed (including any fixed security arising or intended to arise pursuant to Clause 6 (*Conversion of floating charge*)).

18.4. Override

No Party shall take any action, or require or request any other person to take any action, pursuant to this Clause 18 or otherwise which (a) could impair the effectiveness of any provision of the Senior Collateral Documents, the effectiveness or priority of any security created or expressed to be created by or pursuant to the Senior Debenture or the other Senior Collateral Documents or the effectiveness of the subordination effected or expressed to be effected by or pursuant to the Subordination Deed, or (b) would confer or purport to confer upon the Lender any security or right (or any similar or analogous security or right in any jurisdiction) which it is expressed to have or be able to exercise only after the Senior Discharge Date with effect from any earlier date.

19. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any Delegate to be its attorney to take any action which that Chargor is obliged to take under this Deed, including under Clause 18 (*Further assurance*), or which may be required to enable the exercise of any rights or powers conferred on the Lender or any Receiver under this Deed or by law or otherwise for any of the purposes of this Deed. Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause.

20. CURRENCY CONVERSION

All monies received or held by the Lender or any Receiver under this Deed may be converted from their existing currency into such other currency as the Lender or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Lender's (or such bank or financial institutions as is nominated by the Lender) rate of exchange for such currencies. Each Chargor shall indemnify the Lender against all costs, charges and expenses incurred in relation to such conversion.

Neither the Lender nor any Receiver shall have any liability to any Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

21. CHANGES TO THE PARTIES

No Party may assign any of its rights or obligations under this Deed.

22. MISCELLANEOUS

22.1. New accounts

- (a) If the Lender receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security (save where the Lender has given prior written consent) affecting any Secured Asset and/or the proceeds of sale of any Secured Asset or any guarantee under the Finance Documents ceases to continue in force, it may open a new account or accounts for each Chargor. If it 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 such notice.
- (b) As from that time all payments made to the Lender will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations.

22.2. Tacking

- (a) The Parties shall perform their respective obligations under the Facility Agreement (including any obligation to make available further advances).
- (b) This Deed secures advances already made and further advances to be made.

22.3. Land Registry

- (a) After the Senior Discharge Date, each Chargor shall, upon instructions of the Lender, apply to the Chief Land Registrar and consents to such an application being made by or on behalf of the Lender for a restriction in the following terms to be entered on the Register of Title relating to any Real Property registered at the Land Registry (or any unregistered land subject to first registration) and against which this Deed may be noted:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] 2021 in favour of Account Technologies Holdings Limited as Lender referred to in the charges register or their conveyancer."

provided that there will be no such requirement in respect of leasehold Real Estate with less than seven years' duration.

- (b) After the Senior Discharge Date, each Chargor:
 - (i) authorises the Lender to make any application which the Lender deems appropriate for the designation of this Deed, the Facility Agreement or any other Finance Document as an exempt information document under rule 136 of the Land Registration Rules 2003;
 - (ii) shall use its reasonable endeavours to assist with any such application made by or on behalf of the Lender; and
 - (iii) shall notify the Lender in writing as soon as it receives notice of any person's application under rule 137 of the Land Registration Rules 2003 for the disclosure of this Deed, the Facility Agreement or any other Finance Document following its designation as an exempt information document.
- (c) No Chargor shall make any application under rule 138 of the Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document.
- (d) Each Chargor shall promptly make all applications to and filings with the Land Registry which are necessary or desirable under the Land Registration Rules 2003 to protect the Debenture Security.

22.4. Protective clauses

Each Chargor is deemed to be a principal debtor in relation to this Deed. The obligations of each Chargor under, and the security intended to be created by, this Deed shall not be impaired by any forbearance, neglect, indulgence, extension or time, release, surrender or loss of securities, dealing, amendment or arrangement by any Secured Party which would otherwise have reduced, released or prejudiced this Debenture Security or any surety liability of each Chargor (whether or not known to it or to any Secured Party).

23. NOTICES

Clause 18 (*Notices*) of the Facility Agreement is incorporated into this Deed *mutatis mutandis*.

24. CALCULATIONS AND CERTIFICATES

Any certificate of or determination by a Secured Party or the Lender specifying the amount of any Secured Obligation due from each Chargor (including details of any relevant calculation thereof) is, in the absence of manifest error, conclusive evidence against each Chargor of the matters to which it relates.

25. PARTIAL INVALIDITY

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions

nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

26. REMEDIES AND WAIVERS

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

27. AMENDMENTS AND WAIVERS

Any provision of this Deed may be amended only if the Lender, the Collateral Agent and each Chargor so agree in writing and any breach of this Deed may be waived before or after it occurs only if the Lender so agrees in writing. A waiver given or consent granted by the Lender under this Deed will be effective only if given in writing with prior written consent of the Collateral Agent and then only in the instance and for the purpose for which it is given.

28. COUNTERPARTS

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

29. RELEASE

29.1. Release

Upon the expiry of the Security Period the Lender shall, at the request and cost of each Chargor, take whatever action is necessary to release or re-assign (without recourse or warranty) the Secured Assets from the Security.

29.2. Reinstatement

Where any discharge (whether in respect of the obligations of each Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of each Chargor under this Deed shall continue as if the discharge or arrangement had not occurred. The Lender may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

30. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

31. JURISDICTION

The English courts have exclusive jurisdiction to settle any dispute including a dispute relating to non-contractual obligations arising out of or in connection with this Deed.

IN WITNESS of which this Deed has been duly executed by each Chargor as a deed and duly executed by the Lender and has been delivered on the date first specified herein.

SCHEDULE**CHARGORS**

COMPANY NAME	COMPANY NUMBER	REGISTERED OFFICE
Account Technologies Operations Limited	13074229	10 Brick Street, Mayfair, London W1J 7HQ
Indigo Michael Limited	07721420	10 Brick Street, Mayfair, London W1J 7HQ
Account Technologies Innovation Limited	13074235	10 Brick Street, Mayfair, London W1J 7HQ
Account Technologies Limited	13074225	10 Brick Street, Mayfair, London W1J 7HQ
Account Technologies Software Limited (formerly Broadway Financial Technology Limited)	07336400	10 Brick Street, Mayfair, London W1J 7HQ
Account Technologies Property Services Limited	13308651	10 Brick Street, Mayfair, London W1J 7HQ

EXECUTION PAGES

The Chargors

Executed as a deed by)
ACCOUNT TECHNOLOGIES OPERATIONS)
LIMITED)
acting by a director in the presence of) Director

Signature of witness)
Name Chris Austin
Address)

Executed as a deed by)
INDIGO MICHAEL LIMITED)
acting by a director in the presence of) Director

Signature of witness)
Name Chris Austin
Address)

Executed as a deed by)
ACCOUNT TECHNOLOGIES INNOVATION)
LIMITED)
acting by a director in the presence of) Director

Signature of witness)
Name Chris Austin
Address)

Executed as a deed by
ACCOUNT TECHNOLOGIES LIMITED
acting by a director in the presence of

)
)
)
) 
Director

Signature of witness



Name

Chris Austin

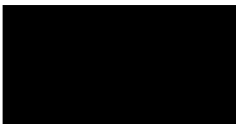
Address



Executed as a deed by
**ACCOUNT TECHNOLOGIES SOFTWARE
LIMITED**
acting by a director in the presence of

)
)
)
) 
Director

Signature of witness



Name

Chris Austin

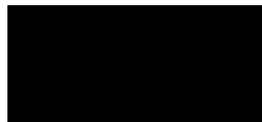
Address



Executed as a deed by
**ACCOUNT TECHNOLOGIES PROPERTY
SERVICES LIMITED**
acting by a director in the presence of

)
)
)
) 
Director

Signature of witness



Name

Chris Austin

Address



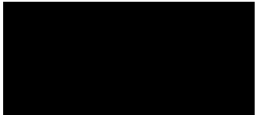
The Lender

Executed as a deed by
**ACCOUNT TECHNOLOGIES HOLDINGS
LIMITED**

acting by a director in the presence of

)
)
)
) Director

Signature of witness



Name

Chris Austin

Address

