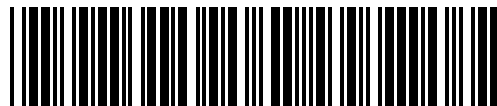




Registration of a Charge

Company Name: **WORKPAYS LIMITED**

Company Number: **07387325**



Received for filing in Electronic Format on the: **04/10/2021**

XAEEZB7E

Details of Charge

Date of creation: **14/09/2021**

Charge code: **0738 7325 0003**

Persons entitled: **IL2(2018)**

Brief description: **BY WAY OF FIXED CHARGE: 1. ALL FREEHOLD AND LEASEHOLD PROPERTIES (WHETHER REGISTERED OR UNREGISTERED) AND ALL COMMONHOLD PROPERTIES, NOW OR IN THE FUTURE (AND FROM TIME TO TIME) OWNED BY THE BORROWER, OR IN WHICH THE BORROWER HOLDS AN INTEREST (INCLUDING, BUT NOT LIMITED TO, THE PROPERTIES SPECIFIED IN SCHEDULE 1) IN THE FUTURE; 2. ALL PRESENT AND FUTURE INTERESTS OF THE BORROWER NOT EFFECTIVELY MORTGAGED OR CHARGED UNDER THE PRECEDING PROVISIONS OF THIS CLAUSE IN, OR OVER, FREEHOLD OR LEASEHOLD PROPERTY; 3. ALL THE BORROWER'S PRESENT AND FUTURE PATENTS, TRADE-MARKS, SERVICE MARKS, TRADE NAMES, DESIGNS, COPYRIGHTS, INVENTIONS, TOPOGRAPHICAL OR SIMILAR RIGHTS, CONFIDENTIAL INFORMATION AND KNOW-HOW AND ANY INTEREST IN ANY OF THESE RIGHTS, WHETHER OR NOT REGISTERED, INCLUDING ALL APPLICATIONS AND RIGHTS TO APPLY FOR REGISTRATION AND ALL FEES, ROYALTIES AND OTHER RIGHTS DERIVED FROM, OR INCIDENTAL TO, THESE RIGHTS.**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED
AS PART OF THIS APPLICATION FOR REGISTRATION IS A
CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CLAIRE BUTLER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7387325

Charge code: 0738 7325 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th September 2021 and created by WORKPAYS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th October 2021 .

Given at Companies House, Cardiff on 5th October 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

14 September 2021

DEBENTURE

between

WORKPAYS LIMITED

and

IL2(2018)

THIS DEED is dated 14 September 2021

PARTIES

- (1) **WORKPAYS LIMITED** incorporated and registered in England and Wales with company number 07387325 whose registered office is at Springwell House, Newbold Road, Chesterfield, S41 7PS (the "**Borrower**"); and
- (2) **IL2 (2018)**, a private limited company ("*société à responsabilité limitée*") under the Laws of Luxembourg, having its registered office at 6, rue Adolphe, L-1116 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg register of commerce and companies (Registre de Commerce et des Sociétés, Luxembourg) under number B226060 (the "**Lender**").

BACKGROUND

Under the terms of the Loan Agreement, the Lender has agreed to advance monies to the Borrower on condition, *inter alia*, that the Borrower will execute and deliver to the Lender this Debenture to secure the payment of the Secured Liabilities.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions apply in this Deed.

Account: any account of the Borrower with any bank, financial institution or other person.

Administrator: an administrator appointed to manage the affairs, business and property of the Borrower pursuant to Clause 7.9.

Book Debts: all present and future book and other debts, and monetary claims due or owing to the Borrower, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Borrower in relation to any of them.

Business Day: means a day, except a Saturday or Sunday, on which banks are generally open for business in the City of London and Luxembourg.

Delegate: any person appointed by the Lender or any Receiver pursuant to Clause 12 and any person appointed as attorney of the Lender, Receiver or Delegate.

Designated Account: any account of the Borrower nominated by the Lender as a designated account for the purposes of this Deed and in the absence of any such designation, any account of the Borrower that is subject to perfected Security created pursuant to this Deed.

Documents: has the meaning given to it in the Loan Agreement.

Equipment: all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Borrower, including any part of it and all spare parts, replacements, modifications and additions.

Event of Default: means:

- (a) an "Event of Default" as defined in the Loan Agreement; or
- (b) failure by the Borrower to comply with any of its obligations under the Loan Agreement or under this Debenture.

Financial Collateral: shall have the meaning given to that expression in the Financial Collateral Regulations.

Financial Collateral Regulations: the Financial Collateral Arrangements (No 2) Regulations 2003 (SI/2003/3226).

Group: has the meaning given to it in the Loan Agreement.

Insurance Policy: each contract and policy of insurance effected or maintained by the Borrower from time to time in respect of its assets or business (including, without limitation, any insurances relating to the Properties or the Equipment).

Intellectual Property: the Borrower's present and future patents, trade-marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights.

Investments: all present and future certificated stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Borrower, including any:

- (a) dividend, interest or other distribution paid or payable in relation to any of the Investments; and
- (b) right, money, shares or property accruing, offered or issued at any time in relation to any of the Investments by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.

Loan Agreement: the loan agreement between the Lender and the Borrower dated on or around the date of this Deed as amended, restated, supplemented or replaced from time to time;

LPA 1925: Law of Property Act 1925.

Permitted Security Interest: has the meaning given to it in the Loan Agreement.

Properties: all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Borrower, or in which the Borrower holds an interest (including, but not limited to, the properties specified in Schedule 1), and **Property** means any of them.

Receiver: a receiver, receiver and manager or administrative receiver of any or all of the Secured Assets appointed by the Lender under Clause 10.

Relevant Contracts:

- (a) each of the contracts specified in Schedule 5; and
- (b) each of the contracts to which the Borrower is a party and which have been designated as such by the Borrower and the Lender.

Secured Assets: all the assets, property and undertaking for the time being subject to the Security created by, or pursuant to, this Deed.

Secured Liabilities: all present and future monies, obligations and liabilities owed by the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, together with all interest (including, without limitation, default interest) accruing in respect of those monies or liabilities, including without limitation under or in connection with the Loan Agreement.

Security Financial Collateral Arrangement: shall have the meaning given to that expression in the Financial Collateral Regulations.

Security: any mortgage, charge, pledge, lien or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

Security Period: the period starting on the date of this Deed and ending on the date on which the Lender is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

1.2 In this Deed:

- (a) Clause and Schedule headings shall not affect the interpretation of this Deed;
- (b) a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) and that person's personal representatives, successors, permitted assigns and permitted transferees;
- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (d) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (e) a reference to a party shall include that party's successors, permitted assigns and permitted transferees;
- (f) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (g) a reference to a statute or statutory provision shall include all subordinate legislation made ~~from time to time under that statute or statutory provision;~~
- (h) an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (i) a reference to **this Deed** (or any provision of it) or to any other agreement or document referred to in this Deed is a reference to this Deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Deed) from time to time;
- (j) unless the context otherwise requires, a reference to a Clause or Schedule is to a clause of, or Schedule to, this Deed;
- (k) any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (l) a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly);
- (m) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- (n) a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- (o) a reference to **determines or determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and
- (p) a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.3 If the Lender considers that an amount paid by the Borrower in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Borrower or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.

1.4 A reference in this Deed to a charge or mortgage of or over any Property includes:

- (a) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) that are situated on or form part of that Property at any time;

- (b) the proceeds of the sale of any part of that Property and any other monies paid or payable in respect of or in connection with that Property;
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of that Property, and any monies paid or payable in respect of those covenants; and
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of that Property.

1.5 A reference in this Deed to any rights in respect of an asset includes:

- (a) all amounts and proceeds paid or payable;
- (b) all rights to make any demand or claim; and
- (c) all powers, remedies, causes of action, security, guarantees and indemnities, in each case in respect of or derived from that asset.

1.6 Clauses 3.2 (*Land*) to 3.10 (*Miscellaneous*) shall be construed as creating a separate and distinct mortgage or fixed charge over each relevant asset within any particular class of assets defined under this Deed and the failure to create an effective mortgage or fixed charge (whether arising out of this Deed or any act or omission by any Party) on any one asset shall not affect the nature of any mortgage or fixed charge imposed on any other asset whether within that same class of assets or not.

1.7 For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Loan Agreement and of any side letters between any parties in relation to the Loan Agreement are incorporated into this Deed.

1.8 If the rule against perpetuities applies to any trust created by this Deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1.9 The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.

2. COVENANT TO PAY

The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due.

3. GRANT OF SECURITY

3.1 General

All the Security created under this Deed:

- (a) is created in favour of the Lender;
- (b) is created over present and future assets of the Borrower;
- (c) is security for payment of all the Secured Liabilities; and
- (d) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

3.2 Land

The Borrower charges:

- (a) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes each Property specified in Schedule 1; and
- (b) (to the extent that they are not the subject of a mortgage under paragraph (i) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.

3.3 Investments

The Borrower:

- (a) mortgages by way of a first legal mortgage all shares in any member of the Group (other than itself) owned by it or held by any nominee or trustee on its behalf; and
- (b) (to the extent that they are not the subject of a mortgage under paragraph (a) above) charges by way of a first fixed charge its interest in all its Investments.

3.4 Equipment

To the extent that they are not the subject of a mortgage or a first fixed charge under Clause 3.2 (*Land*), the Borrower charges by way of a first fixed charge all Equipment owned by the Borrower and its interest in any Equipment in its possession.

3.5 Credit balances

The Borrower charges by way of a first fixed charge all of its rights in respect of each of the Accounts (including each Designated Account), any amount standing to the credit of any Account and the debt represented by it.

3.6 Book Debts

The Borrower charges by way of first fixed charge all of the Book Debts.

3.7 Insurances

- (a) The Borrower assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy (together, the **Insurance Rights**).
- (b) To the extent that they have not been effectively assigned under paragraph (a) above, the Borrower charges by way of a first fixed charge all of its Insurance Rights.

3.8 Other contracts

- (a) The Borrower:
 - (i) assigns absolutely, subject to a proviso for re-assignment on redemption:
 - (A) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property;
 - (B) all of its rights under each Relevant Contract; and
 - (C) all of its rights under any document, agreement or instrument to which it and any nominee or trustee is party in respect of an Investment; and
 - (ii) charges by way of a first fixed charge all of its rights under any other document, agreement or instrument to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause 3.
- (b) To the extent that they have not been effectively assigned under paragraph (a)(i) above, the Borrower charges by way of a first fixed charge all of its rights listed under paragraph (a)(i) above.

3.9 Intellectual Property

The Borrower charges by way of first fixed charge all the Intellectual Property.

3.10 Miscellaneous

The Borrower charges by way of first fixed charge:

- (a) all its present and future goodwill;
- (b) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Borrower's business or the use of any Secured Asset, and all rights in connection with them;
- (c) all its uncalled capital; and
- (d) the benefit of all rights in relation to any item under paragraphs (i) to (iv) above.

3.11 Floating charge

- (a) The Borrower charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this Clause 3.
- (b) The floating charge created by this Clause 3.11 is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (c) The floating charge created by Clause 3.11 shall automatically and immediately (without notice) be converted into a fixed charge over the assets subject to that floating charge if:
 - (i) **the Borrower:**
 - (A) creates, or attempts to create, without the prior written consent of the Lender, a Security or a trust in favour of another person over all or any part of the Secured Assets (except as expressly permitted by the terms of this Deed or the Loan Agreement); or
 - (B) disposes, or attempts to dispose of, all or any part of the Secured Assets (other than as expressly permitted by the Loan Agreement);
 - (ii) any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets; or
 - (iii) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Borrower.
- (d) The Lender may, in its sole discretion, at any time and by written notice to the Borrower, convert the floating charge created under this Deed into a fixed charge as regards any part of the Secured Assets specified by the Lender in that notice.
- (e) Any asset acquired by the Borrower after any crystallisation of the floating charge created under this Deed that, but for the crystallisation, would be subject to a floating charge under this Deed, shall (unless the Lender confirms otherwise to the Borrower in writing) be charged to the Lender by way of fixed charge.
- (f) Subject to paragraph (g) below, the floating charge created by Clause 3.11 may not be converted into a fixed charge, and the Lender shall not be permitted to exercise its rights under clause 10.1, solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium, under part A1 of the Insolvency Act 1986.
- (g) Paragraph (f) above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

4. LIABILITY OF THE BORROWER

- 4.1 The Borrower's liability under this Deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
 - (b) the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
 - (c) any other act or omission that, but for this Clause 4.1, might have discharged, or otherwise prejudiced or affected, the liability of the Borrower.
- 4.2 The Borrower waives any right it may have to require the Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Deed against the Borrower.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 The Borrower makes the representations and warranties set out in this Clause 5 to the Lender.
- 5.2 The Borrower is the sole legal and beneficial owner of the Secured Assets.
- 5.3 The Secured Assets are free from any Security other than Permitted Security Interests.
- 5.4 The Borrower has not received, or acknowledged notice of, any adverse claim by any person in respect of the Secured Assets or any interest in them.
- 5.5 There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever that materially and adversely affect the Secured Assets.
- 5.6 There is no breach of any law or regulation that materially and adversely affects the Secured Assets.
- 5.7 No facility necessary for the enjoyment and use of the Secured Assets is subject to terms entitling any person to terminate or curtail its use.
- 5.8 Nothing has arisen, has been created or is subsisting, that would be an overriding interest in any Property.
- 5.9 No Security expressed to be created under this Deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Borrower or otherwise.
- 5.10 This Deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Borrower, and is and will continue to be effective security over all and every part of the Secured Assets in accordance with its terms.
- 5.11 The Investments are fully paid and are not subject to any option to purchase or similar rights. No constitutional document of an issuer of an Investment, nor any other agreement restricts or inhibits any transfer of the Investments on creation or enforcement of the security constituted by this Deed, or contains any rights of pre-emption in relation to the Investments.
- 5.12 There is no prohibition on assignment in, and the entry into this Deed by the Borrower does not, and will not, constitute a breach of, any Insurance Policy, Relevant Contract or any other policy, agreement, document, instrument or obligation binding on the Borrower or its assets.
- 5.13 Neither the Borrower nor any issuer of any Investment operates, sponsors or maintains a pension, retirement benefit or similar scheme that is not a money purchase scheme.
- 5.14 The entry into and performance by the Borrower of, and the transactions contemplated by, this Deed do not and will not conflict with (i) any law or regulation applicable to it; (ii) its constitutional documents or (iii) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument.
- 5.15 The representations and warranties set out in Clause 5.2 to Clause 5.14 are made by the Borrower on the date of this Deed and are deemed to be repeated on each day that the representations and warranties set out in the Loan Agreement are repeated in accordance with the Loan Agreement, with reference to the facts and circumstances existing at the time of repetition.

6. COVENANTS

- 6.1 Except as expressly permitted by the Loan Agreement, the Borrower shall not at any time, without prior written consent of the Lender:
- (a) create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than Permitted Security Interests;
 - (b) sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Secured Assets; or
 - (c) create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party.
- 6.2 The Borrower shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender, or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this Deed.
- 6.3 The Borrower shall not, without the Lender's prior written consent, use or permit the Secured Assets to be used in any way contrary to law. The Borrower shall:
- (a) ~~comply with the requirements of any law and regulation relating to or affecting the Secured Assets or the use of it or any part of them;~~
 - (b) obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Secured Assets or their use or that are necessary to preserve, maintain or renew any Secured Asset; and
 - (c) promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Secured Assets.
- 6.4 The Borrower shall use its best endeavours to:
- (a) procure the prompt observance and performance of the covenants and other obligations imposed on the Borrower's counterparties (including each insurer in respect of an Insurance Policy); and
 - (b) enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets which the Lender may require from time to time.
- 6.5 The Borrower shall, promptly on becoming aware of any of the same, give the Lender notice in writing of:
- (a) any representation or warranty set out in this Deed that is incorrect or misleading in any material respect when made or deemed to be repeated; and
 - (b) any breach of any covenant set out in this Deed.
- 6.6 The Borrower shall, as so required by the Lender, deposit with the Lender and the Lender shall, for the duration of this Deed be entitled (but not obliged) to hold:
- (a) all deeds and documents of title relating to the Secured Assets that are in the possession or control of the Borrower (and if these are not within the possession or control of the Borrower, the Borrower undertakes to obtain possession of all these deeds and documents of title);
 - (b) all Insurance Policies; and
 - (c) all deeds and documents of title (if any) relating to the Book Debts as the Lender may specify from time to time.
- 6.7 If the Borrower acquires any freehold or leasehold property in England and Wales after the date of this Deed it must:
- (a) notify the Lender immediately;

(b) immediately on request by the Lender and at the cost of the Borrower, execute and deliver to the Lender a legal mortgage over that property in favour of the Lender in any form which the Lender may require; and

(c)

(i) if the title to that freehold or leasehold property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of this Security; and

(ii) if applicable, ensure that this Security is correctly noted against that title in the title register at the Land Registry.

6.8 The Borrower consents to a restriction in the following terms being entered into on the Register of Title relating to any Property registered at the Land Registry:

"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 [] in favour of [] referred to in the charges register or their conveyancer. (Standard Form P)".

6.9 The Borrower shall insure and keep insured the Secured Assets against:

(a) loss or damage by fire or terrorist acts;

(b) other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Borrower; and

(c) any other risk, perils and contingencies as the Lender may reasonably require.

Any such insurance must be with an insurance company or underwriters, and on such terms, as are reasonably acceptable to the Lender, and must be for not less than the replacement value of the Secured Assets. The Borrower shall, if requested by the Lender, procure that a note of the Lender's interest is endorsed upon each insurance policy maintained by it or any person on its behalf and that the terms of each insurance policy require the insurer not to invalidate the policy as against the Lender by reason of the act or default of any other joint or named insured and not to cancel it without giving at least 30 days' prior written notice to the Lender.

6.10 The Borrower shall:

(a) promptly pay all premiums in respect of each Insurance Policy maintained by it and do all other things necessary to keep that policy in full force and effect; and

(b) (if the Lender so requires) produce to, or deposit with, the Lender the receipts for all premiums and other payments necessary for effecting and keeping up each Insurance Policy maintained by it in accordance with this Deed.

6.11 The Borrower shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any Insurance Policy maintained by it in accordance with this Deed.

6.12 All monies received or receivable by the Borrower under any Insurance Policy maintained by it in accordance with this Deed (including all monies received or receivable by it under any Insurance Policy) at any time (whether or not the security constituted by this Deed has become enforceable) shall:

(a) immediately be paid to the Lender;

(b) if they are not paid directly to the Lender by the insurers, be held by the Borrower as trustee of the same for the benefit of the Lender (and the Borrower shall account for them to the Lender); and

(c) at the option of the Lender, be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or in, or towards, discharge or reduction of the Secured Liabilities.

6.13 The Borrower shall:

- (a) give the Lender such information concerning the location, condition, use and operation of the Secured Assets as the Lender may require;
- (b) permit any persons designated by the Lender and any Receiver to enter on its premises and inspect and examine any Secured Asset, and the records relating to that Secured Asset, at all reasonable times and on reasonable prior notice; and
- (c) promptly notify the Lender in writing of any action, claim or demand made by or against it in connection with any Secured Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim or demand, together with, in each case, the Borrower's proposals for settling, liquidating, compounding or contesting any such action, claim or demand and shall, subject to the Lender's prior approval, implement those proposals at its own expense.

6.14 The Borrower shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Secured Assets and, on demand, produce evidence of payment to the Lender.

6.15 The Borrower shall at the request of the Lender deposit with the Lender any documents (in each case duly completed and executed by or on behalf of the Borrower) that the Lender may request in order to enable it or any of its nominees, or any purchaser or transferee, to be registered as the owner of, or otherwise obtain a legal title to, or to perfect its security interest in any of the relevant Investments and procure the amendment of the articles of association (or similar constitutional document) of each issuer of an Investment as the Lender may require in order to facilitate the enforcement of the Security created by this Deed.

6.16 After the security constituted by this Deed has become enforceable:

- (a) all dividends and other distributions paid in respect of the Investments and received by the Borrower shall be held by the Borrower on trust for the Lender and immediately paid into a Designated Account or, if received by the Lender, shall be retained by the Lender; and
- (b) all voting and other rights and powers attaching to the Investments shall be exercised by, or at the direction of, the Lender and the Borrower shall, and shall procure that its nominees shall, comply with any directions the Lender may give, in its absolute discretion, concerning the exercise of those rights and powers.

6.17 The Lender may, in its absolute discretion and without any consent or authority from the Borrower, at any time, by notice to the Borrower (which notice shall be irrevocable) elect to give up the right to exercise (or refrain from exercising) all voting rights and powers in respect of the Investments conferred or to be conferred on the Lender pursuant to Clause 6.16.

6.18 Once a notice has been issued by the Lender under Clause 6.17 on and from the date of such notice the Lender shall cease to have the rights to exercise or refrain from exercising voting rights and powers in respect of the Investments conferred or to be conferred on it pursuant to Clause 6.16 or any other provision of this Deed and all such rights will be exercisable by the Borrower. The Borrower shall be entitled, on and from the date of such notice, to exercise all voting rights and powers in relation to the Investments.

6.19 The Borrower shall take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property including (without limitation) by observing all covenants and stipulations relating to those rights, and by paying all applicable renewal fees, licence fees and other outgoings.

6.20 The Borrower must:

- (a) (in respect of any Account opened or maintained by it on the date of this Deed) immediately on the date of this Deed and (in respect of any Account that is opened after the date of this Deed) immediately upon such Account being opened, serve a notice of charge, substantially in the form of Part 1 of Schedule 2 (*Forms of Letter for Account Bank*), on each bank, financial institution or other person with which an Account is held (an "Account Bank"); and
- (b) use its reasonable endeavours to ensure that each Account Bank acknowledges the notice, substantially in the form of Part 2 of Schedule 2 (*Forms of Letter for Account Bank*).

6.21 The Borrower must:

- (a) (in respect of any Insurance Policy obtained or maintained by it on the date of this Deed) immediately on the date of this Deed and (in respect of any Insurance Policy that is obtained after the date of this Deed) immediately upon such Insurance Policy being obtained, serve a notice of assignment, substantially in the form of Part 1 of Schedule 3 (*Forms of Letter for Insurers*), on each counterparty to an Insurance Policy; and
- (b) use its reasonable endeavours to ensure that such counterparty acknowledges the notice, substantially in the form of Part 2 of Schedule 3 (*Forms of Letter for Insurers*).

6.22 The Borrower must, at the request of the Lender:

- (a) (in respect of any Relevant Contract entered into by it on or prior to the date of this Deed) immediately on the date of this Deed and (in respect of any Relevant Contract that is entered into after the date of this Deed) immediately upon such Relevant Contract being entered into, serve a notice of assignment or charge (as applicable), substantially in the form of Part 1 of Schedule 4 (*Forms of Letter for Other Contracts*), on each counterparty to a Relevant Contract; and
- (b) use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (*Forms of Letter for Other Contracts*); and
- (c) promptly enforce its rights and perform its obligations under each Relevant Contract.

7. POWERS OF THE LENDER

- 7.1 The Lender shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Borrower of any of its obligations contained in this Deed and the Borrower irrevocably authorises the Lender and its agents to do all things that are necessary or desirable for that purpose. Any monies expended by the Lender in remedying a breach by the Borrower of its obligations contained in this Deed shall be reimbursed by the Borrower to the Lender on a full indemnity basis and shall carry interest in accordance with Clause 14.1.
- 7.2 The rights of the Lender under Clause 7.1 are without prejudice to any other rights of the Lender under this Deed. The exercise of any rights of the Lender under this Deed shall not make the Lender liable to account as a mortgagee in possession.
- 7.3 At any time after the security constituted by this Deed has become enforceable, the Lender or any Receiver may, as agent for the Borrower, dispose of any chattels or produce found on any Property. Without prejudice to any obligation to account for the proceeds of any disposal made under this Clause 7.3, the Borrower shall indemnify the Lender and any Receiver against any liability arising from any disposal made under this Clause 7.3.
- 7.4 To the extent permitted by law, any right, power or discretion conferred by this Deed on a Receiver may, after the security constituted by this Deed has become enforceable, be exercised by the Lender in relation to any of the Secured Assets whether or not it has taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.
- 7.5 For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Lender may convert any monies received, recovered or realised by it under this Deed (including the proceeds of any

previous conversion under this Clause 7.5) from their existing currencies of denomination into any other currencies of denomination that the Lender may think fit.

- 7.6 If the Lender receives, or is deemed to have received, notice of any subsequent Security, or other interest, affecting all or part of the Secured Assets, the Lender may open a new account for the Borrower in the Lender's books. Without prejudice to the Lender's right to combine accounts, no money paid to the credit of the Borrower in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities. If the Lender does not open a new account immediately on receipt of the notice, or deemed notice, then unless the Lender gives express written notice to the contrary to the Borrower, all payments made by the Borrower to the Lender shall be treated as having been credited to a new account of the Borrower and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Lender.

- 7.7 If the Lender has more than one account for the Borrower in its books, the Lender may at any time after:

- (a) the security constituted by this Deed has become enforceable; or
- (b) the Lender has received, or is deemed to have received, notice of any subsequent Security or other interest affecting all or any part of the Secured Assets,

transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account that may be in debit. After making any such transfer, the Lender shall notify the Borrower of that transfer.

- 7.8 The Lender may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this Deed (whether or not any such person is jointly liable with the Borrower) in respect of any of the Secured Liabilities, or of any other security for them without prejudice either to this Deed or to the liability of the Borrower for the Secured Liabilities.

- 7.9 The Lender may, without notice to the Borrower, appoint any one or more persons to be an Administrator of the Borrower pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this Deed becomes enforceable. Any appointment under this Clause 7.9 shall

- (a) be in writing signed by a duly authorised signatory of the Lender; and
- (b) take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.

- 7.10 The Lender may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this Clause 7.10 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

- 7.11 The Lender covenants with the Borrower that it shall perform its obligations to make advances under the Loan Agreement (including any obligation to make available further advances).

8. WHEN SECURITY BECOMES ENFORCEABLE

- 8.1 The security constituted by this Deed shall be immediately enforceable if an Event of Default occurs.

- 8.2 After the security constituted by this Deed has become enforceable, the Lender may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Secured Assets.

9. ENFORCEMENT OF SECURITY

- 9.1 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this Deed) shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this Deed, but the Lender shall not exercise such power of sale or other powers until the security constituted by this Deed has become enforceable under Clause 8.1. Section 103 of the LPA 1925 does not apply to the security constituted by this Deed.

- 9.2 The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Lender and any Receiver, at any time after the security constituted by this Deed has become enforceable, whether in its own name or in that of the Borrower, to:
- (a) grant a lease or agreement to lease;
 - (b) accept surrenders of leases; or
 - (c) grant any option of the whole or any part of the Secured Assets with whatever rights relating to other parts of it,
- whether or not at a premium and containing such covenants on the part of the Borrower, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Lender or Receiver thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.
- 9.3 At any time after the Security constituted by this Deed has become enforceable, the Borrower will allow the Lender or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Secured Asset and for that purpose to enter on any premises where a Secured Asset is situated (or where the Lender or a Receiver reasonably believes a Secured Asset to be situated) without incurring any liability to the Borrower for, or by any reason of, that entry. At all times, the Borrower must use its best endeavours to allow the Lender or its Receiver access to any premises for the purpose of this Clause 9.3 (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.
- 9.4 At any time after the security constituted by this Deed has become enforceable, or after any powers conferred by any Security having priority to this Deed shall have become exercisable, the Lender may:
- (a) redeem that or any other prior Security;
 - (b) procure the transfer of that Security to it; and
 - (c) settle and pass any account of the holder of any prior Security.
- Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Borrower. All monies paid by the Lender to an encumbrancer in settlement of any of those accounts shall, as from its payment by the Lender, be due from the Borrower to the Lender on current account and shall bear interest at the default rate of interest specified in the Loan Agreement and be secured as part of the Secured Liabilities.
- 9.5 No purchaser, mortgagee or other person dealing with the Lender, any Receiver or Delegate shall be concerned to enquire:
- (a) whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
 - (b) whether any power the Lender, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable;
 - (c) whether any money remains due under the Documents; or
 - (d) how any money paid to the Lender, any Receiver or any Delegate is to be applied.
- 9.6 Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.
- 9.7 Neither the Lender, any Receiver, any Delegate nor any Administrator shall be liable to account as mortgagee in possession in respect of all or any of the Secured Assets, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Secured Assets for which a mortgagee in possession might be liable as such.

- 9.8 The receipt of the Lender or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any acquisition in the exercise of their respective powers, the Lender, every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.
- 9.9 To the extent that the Secured Assets constitute Financial Collateral and this Deed and the obligations of the Borrower under it constitute a Security Financial Collateral Arrangement, the Lender shall have the right, at any time after the security constituted by this Deed has become enforceable, to appropriate all or any of those Secured Assets in or towards the payment or discharge of the Secured Liabilities in any order that the Lender may, in its absolute discretion, determine. The value of any Secured Assets appropriated in accordance with this Clause shall be the price of those Secured Assets at the time the right of appropriation is exercised as listed on any recognised market index, or determined by any other method that the Lender may select (including independent valuation), and the Borrower agrees that the methods of valuation provided for in this Clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

10. RECEIVER

- 10.1 At any time after the security constituted by this Deed has become enforceable, or at the request of the Borrower, the Lender may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Secured Assets.
- 10.2 The Lender may, without further notice (subject to section 45 of the Insolvency Act 1986, if applicable), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.
- 10.3 The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925, and the remuneration of the Receiver shall be a debt secured by this Deed, which shall be due and payable immediately on its being paid by the Lender.
- 10.4 The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.
- 10.5 The power to appoint a Receiver (whether conferred by this Deed or by statute) shall be, and remain, exercisable by the Lender despite any prior appointment in respect of all or any part of the Secured Assets.
- 10.6 Any Receiver appointed by the Lender under this Deed shall be the agent of the Borrower and the Borrower shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Borrower goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lender.
- 10.7 Notwithstanding Clause 10.1, the Lender is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

11. POWERS OF RECEIVER

- 11.1 Any Receiver appointed by the Lender under this Deed shall, in addition to the powers conferred on him by statute, have the powers set out in this Clause 11. If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver. Any exercise by a Receiver of any of the powers given by this Clause 11 may be on behalf of the Borrower or the directors of the Borrower.

- 11.2 A Receiver may undertake or complete any works of repair, building or development on the Properties and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.
- 11.3 A Receiver may grant, or accept surrenders of, any leases or tenancies affecting any Property and may grant any other interest or right over any Property on any terms, and subject to any conditions, that he thinks fit.
- 11.4 A Receiver may provide services and employ, or engage any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that he thinks fit. A Receiver may discharge any such person or any such person appointed by the Borrower.
- 11.5 A Receiver may make, exercise or revoke any value added tax option to tax as he thinks fit.
- 11.6 A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) that the Lender may prescribe or agree with him.
- 11.7 A Receiver may collect and get in the Secured Assets or any part of them in respect of which he is appointed, and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Secured Assets with like rights.
- 11.8 A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Borrower.
- 11.9 A Receiver may sell, exchange, convert into money and realise all or any of the Secured Assets in respect of which he is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as he thinks fit. Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Secured Assets to be sold.
- 11.10 A Receiver may sever and sell separately any fixtures or fittings from any Property without the consent of the Borrower.
- 11.11 A Receiver may sell and assign all or any of the Book Debts in respect of which he is appointed in any manner, and generally on any terms and conditions, that he thinks fit.
- 11.12 A Receiver may give valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Secured Assets.
- 11.13 A Receiver may make any arrangement, settlement or compromise between the Borrower and any other person that he may think expedient.
- 11.14 A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Secured Assets as he thinks fit.
- 11.15 A Receiver may make substitutions of, or improvements to, the Equipment as he may think expedient.
- 11.16 A Receiver may make calls conditionally or unconditionally on the members of the Borrower in respect of uncalled capital with (for that purpose and for the purpose of enforcing payments of any calls so made) the same powers as are conferred by the articles of association of the Borrower on its directors in respect of calls authorised to be made by them.
- 11.17 A Receiver may, if he thinks fit, but without prejudice to the indemnity in Clause 14, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Borrower under this Deed.
- 11.18 A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925, and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.
- 11.19 A Receiver may, for any of the purposes authorised by this Clause 11, raise money by borrowing from the Lender (or from any other person) either unsecured or on the security of all or any of the Secured

Assets in respect of which he is appointed on any terms that he thinks fit (including, if the Lender consents, terms under which that security ranks in priority to this Deed).

- 11.20 A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Borrower, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.
- 11.21 A Receiver may delegate his powers in accordance with this Deed.
- 11.22 A Receiver may, in relation to any of the Secured Assets, exercise all powers, authorisations and rights he would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Secured Assets or any part of the Secured Assets.
- 11.23 A Receiver may do any other acts and things:
- (a) that he may consider desirable or necessary for realising any of the Secured Assets;
 - (b) that he may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this Deed or law; or
 - (c) that he lawfully may or can do as agent for the Borrower.

12. DELEGATION

- 12.1 The Lender or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Deed (including the power of attorney granted under Clause 16).
- 12.2 The Lender and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.
- 12.3 Neither the Lender nor any Receiver shall be in any way liable or responsible to the Borrower for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

13. APPLICATION OF PROCEEDS

- 13.1 All monies received by the Lender, a Receiver or a Delegate pursuant to this Deed, after the security constituted by this Deed has become enforceable, shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority:
- (a) in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Lender (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this Deed, and of all remuneration due to any Receiver under or in connection with this Deed;
 - (b) in or towards payment of or provision for the Secured Liabilities in any order and manner that the Lender determines; and
 - (c) in payment of the surplus (if any) to the Borrower or other person entitled to it.
- 13.2 Neither the Lender, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.
- 13.3 All monies received by the Lender, a Receiver or a Delegate under this Deed:
- (a) may, at the discretion of the Lender, Receiver or Delegate, be credited to any suspense or securities realised account;
 - (b) shall bear interest, if any, at the rate agreed in writing between the Lender and the Borrower; and

- (c) may be held in that account for so long as the Lender, Receiver or Delegate thinks fit.

14. COSTS AND INDEMNITY

- 14.1 The Borrower shall, within five Business Days of demand, pay to, or reimburse, the Lender and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Lender, any Receiver or any Delegate in connection with:

- (a) this Deed or the Secured Assets;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's, a Receiver's or a Delegate's rights under this Deed; or
- (c) taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding up or administration of the Borrower) at the rate and in the manner specified in the Loan Agreement.

- 14.2 The Borrower shall indemnify the Lender, each Receiver and each Delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation) and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

- (a) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Deed or by law in respect of the Secured Assets;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this Deed; or
- (c) any default or delay by the Borrower in performing any of its obligations under this Deed.

Any past or present employee or agent may enforce the terms of this Clause subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

15. FURTHER ASSURANCE

- 15.1 The Borrower shall promptly, at its own expense, take whatever action the Lender or any Receiver may reasonably require for:

- (a) creating, perfecting or protecting the security intended to be created by this Deed;
- (b) facilitating the realisation of any Secured Asset; or
- (c) facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any Secured Asset,

including, without limitation (if the Lender or Receiver thinks it expedient) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Secured Assets (whether to the Lender or to its nominee) and the giving of any notice, order or direction and the making of any registration.

16. POWER OF ATTORNEY

- 16.1 By way of security, the Borrower irrevocably appoints the Lender, every Receiver and every Delegate separately to be the attorney of the Borrower and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

- (a) the Borrower is required to execute and do under any Document; or

- (b) any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this Deed or by law on the Lender, any Receiver or any Delegate.
- 16.2 The Borrower ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in Clause 16.1.
- 17. RELEASE**

Subject to Clause 24.3, on the expiry of the Security Period (but not otherwise), the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to (without recourse, representation or warranty):

 - (a) release the Secured Assets from the security constituted by this Deed; and
 - (b) reassign the Secured Assets to the Borrower.
- 18. ASSIGNMENT AND TRANSFER**
 - 18.1 At any time, without the consent of the Borrower, the Lender may assign or transfer any or all of its rights and obligations under this Deed. The Lender may, without limitation, disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Borrower, the Secured Assets and this Deed that the Lender considers appropriate.
 - 18.2 The Borrower may not assign any of its rights, or transfer any of its rights or obligations, under this Deed.
- 19. SET-OFF**
 - 19.1 The Lender may at any time set off any liability of the Borrower to the Lender against any liability of the Lender to the Borrower, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Deed. If the liabilities to be set off are in different currencies, the Lender may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Lender of its rights under this Clause shall not limit or affect any other rights or remedies available to it under this Deed or otherwise.
 - 19.2 The Lender is not obliged to exercise any of its rights under Clause 19.1. If, however, it does exercise those rights it must promptly notify the Borrower of the set-off that has been made.
- 20. AMENDMENTS, WAIVERS AND CONSENTS**
 - 20.1 No amendment of this Deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).
 - 20.2 A waiver of any right or remedy under this Deed or by law, or any consent given under this Deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision. A failure or delay by a party to exercise any right or remedy provided under this Deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Deed. No single or partial exercise of any right or remedy provided under this Deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Deed by the Lender shall be effective unless it is in writing.
 - 20.3 The rights and remedies provided under this Deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.
- 21. SEVERANCE**

If any provision (or part of a provision) of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If

such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this Clause shall not affect the legality, validity and enforceability of the rest of this Deed.

22. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

23. THIRD PARTY RIGHTS

Except as expressly provided elsewhere in this Deed, a person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

24. FURTHER PROVISIONS

24.1 This Deed shall be in addition to, and independent of, any other security or guarantee that the Lender may hold for any of the Secured Liabilities at any time. No prior security held by the Lender over the whole or any part of the Secured Assets shall merge in the security created by this Deed.

24.2 This Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this Deed in writing.

24.3 Any release, discharge or settlement between the Borrower and the Lender shall be deemed conditional on no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

- (a) the Lender or its nominee may retain this Deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and
- (b) the Lender may recover the value or amount of such security or payment from the Borrower subsequently as if the release, discharge or settlement had not occurred.

24.4 A certificate or determination by the Lender as to any amount for the time being due to it from the Borrower under this Deed and the Loan Agreement shall be, in the absence of any manifest error, conclusive evidence of the amount due.

24.5 The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this Deed.

25. NOTICES

25.1 Any notice or other communication required to be given to a party under or in connection with this Deed shall be:

- (a) in writing;
- (b) delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by email; and
- (c) sent to:
 - (i) the Borrower at the address specified at the head of this Agreement marked for the attention of the Directors, with a copy to lance@boostandco.com;

- (ii) to the Lender, at the address specified at the head of this Agreement marked for the attention of the Directors, with a copy to Boost&Co, 15 Crinan Street, King's Cross, London N1 9SQ,

or to any other address or email address as is notified in writing by one party to the other from time to time.

25.2 Any notice or other communication that the Lender gives to the Borrower shall be deemed to have been received:

- (a) if delivered by hand, at the time it is left at the relevant address;
- (b) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and
- (c) if sent by email, when actually received or made available by or to the recipient in readable form (and in the case of any notice, demand or communication made by the Borrower to the Lender, only if it is addressed in such a manner as the Lender may specify for this purpose).

A notice or other communication given as described in Clause 25.2(a) or Clause 25.2(c) on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

25.3 Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt.

25.4 This Clause 25 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

26. GOVERNING LAW AND JURISDICTION

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

26.2 Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this Clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

26.3 The Borrower irrevocably consents to any process in any legal action or proceedings under Clause 26.2 being served on it in accordance with the provisions of this Deed relating to service of notices. Nothing contained in this Deed shall affect the right to serve process in any other manner permitted by law.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1**PROPERTY****Part 1 – Registered Property**

None as at the date of this Deed.

Part 2 – Unregistered Property

Description of the Property	Springwell House, Newbold Road, Chesterfield S41 7PB
Description of Lease (lease, underlease, licence, date and parties)	Lease
Owner	
Registered/unregistered	Unregistered
Title number (if registered)	
Contractual date of termination of lease	31 July 2023
Occupier	The Company
Current Use	
Is there an Investment Lease?	No
Tenant under an Investment Lease	N/A
Contractual date of termination of Investment Lease	N/A

Description of the Property	GROUND FLOOR STUDIO OFFICE 1a AND 1b CORBY BUSINESS CENTRE EISMANN WAY, CORBY, NN17 5ZB
Description of Lease (lease, underlease, licence, date and parties)	Lease
Owner	EASTERNROSE LIMITED
Registered/unregistered	Unregistered
Title number (if registered)	
Contractual date of termination of lease	30 June 2024
Occupier	The Company
Current Use	
Is there an Investment Lease?	No
Tenant under an Investment Lease	N/A
Contractual date of termination of Investment Lease	N/A

Description of the Property	Jubilee Crescent Community Centre, Radford, Coventry, CV6 3EX
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Description of Lease (lease, underlease, licence, date and parties)	Contract Hire
Owner	Radford Community Association Ltd
Registered/unregistered	Unregistered
Title number (if registered)	
Contractual date of termination of lease	25 March 2020
Occupier	The Company
Current Use	
Is there an Investment Lease?	No
Tenant under an Investment Lease	N/A
Contractual date of termination of Investment Lease	N/A

Description of the Property	4 Babbington Lane, Derby, DE1 1SU
Description of Lease (lease, underlease, licence, date and parties)	Lease
Owner	Panther Investment Properties Limited
Registered/unregistered	Unregistered
Title number (if registered)	
Contractual date of termination of lease	12 August 2021
Occupier	The Company
Current Use	
Is there an Investment Lease?	No
Tenant under an Investment Lease	N/A
Contractual date of termination of Investment Lease	N/A

Description of the Property	Room 6 and Room 7 The Business Exchange, Rockingham Road, Kettering, NN16 8JX
Description of Lease (lease, underlease, licence, date and parties)	Licence
Owner	Friendship Zone Limited
Registered/unregistered	Unregistered
Title number (if registered)	
Contractual date of termination of lease	
Occupier	The Company
Current Use	
Is there an Investment Lease?	No
Tenant under an Investment Lease	N/A

Contractual date of termination of Investment Lease	N/A
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Description of the Property	3rd Floor, 78-80 Burleys Way, Leicester, LE1 3BD
Description of Lease (lease, underlease, licence, date and parties)	Lease
Owner	Anupam Srivastava and Shadab Ahmad
Registered/unregistered	Unregistered
Title number (if registered)	
Contractual date of termination of lease	31 March 2023
Occupier	The Company
Current Use	
Is there an Investment Lease?	No
Tenant under an Investment Lease	N/A
Contractual date of termination of Investment Lease	N/A

Description of the Property	Wolverhampton
Description of Lease (lease, underlease, licence, date and parties)	Licence
Owner	Sarovar Corporation Limited
Registered/unregistered	Unregistered
Title number (if registered)	
Contractual date of termination of lease	1 October 2019
Occupier	The Company
Current Use	
Is there an Investment Lease?	No
Tenant under an Investment Lease	N/A
Contractual date of termination of Investment Lease	N/A

Description of the Property	Offices C(5) Severn House, 30-32 Ombersley Street West, Drotiwch Spa, Worcestershire, WR9 8QZ
Description of Lease (lease, underlease, licence, date and parties)	Licence
Owner	Match Property Limited
Registered/unregistered	Unregistered
Title number (if registered)	
Contractual date of termination of lease	30 April 2021

Occupier	The Company
Current Use	
Is there an Investment Lease?	No
Tenant under an Investment Lease	N/A
Contractual date of termination of Investment Lease	N/A

Description of the Property	Office 10, Harborough Innovation Centre, Airfield Business Park, Leicester Rd, Market Harborough, LE16 7WB
Description of Lease (lease, underlease, licence, date and parties)	Licence
Owner	Harborough District Council
Registered/unregistered	Unregistered
Title number (if registered)	
Contractual date of termination of lease	31 May 2022
Occupier	The Company
Current Use	
Is there an Investment Lease?	No
Tenant under an Investment Lease	N/A
Contractual date of termination of Investment Lease	N/A

Description of the Property	SO9 Dennis House, 4 Hawley Rd, Hinkley, Leics LE10 0PR
Description of Lease (lease, underlease, licence, date and parties)	Licence
Owner	Cotswold Estates Ltd
Registered/unregistered	Unregistered
Title number (if registered)	
Contractual date of termination of lease	
Occupier	The Company
Current Use	
Is there an Investment Lease?	No
Tenant under an Investment Lease	N/A
Contractual date of termination of Investment Lease	N/A

SCHEDULE 2
FORMS OF LETTER FOR ACCOUNT BANK
PART 1: NOTICE TO ACCOUNT BANK

To: [Account Bank]

Copy: IL2(2018) (as Chargee as defined below)

[Date]

Dear Sirs,

Debenture dated [●] between Workpays Limited and IL2(2018) (the "Debenture")

This letter constitutes notice to you that under the Debenture we have charged (by way of a first fixed charge) in favour of IL2(2018) (the "**Chargee**") all our rights in respect of any account, and any amount standing to the credit of any account, maintained by us with you (each an "**Account**").

We irrevocably instruct and authorise you to:

- (a) disclose to the Chargee any information relating to any Account requested from you by the Chargee;
- (b) comply with the terms of any written notice or instruction relating to any Account received by you from the Chargee;
- (c) hold all sums standing to the credit of any Account to the order of the Chargee; and
- (d) pay or release any sum from time to time standing to the credit of any such Account in accordance with the written instructions of the Chargee.

We are permitted to withdraw any amount from the Accounts for any purpose unless and until you receive a notice from the Chargee to the contrary stating that we are no longer permitted to withdraw any amount from the Accounts without its consent. If and from the date on which you receive any such notice, we will not be permitted to withdraw any amount from the Accounts without the prior written consent of the Chargee.

We acknowledge that you may comply with the instructions in this letter without any further permission from us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Chargee.

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Chargee at claire@boostandco.com with a copy to us.

Yours faithfully,

.....
(Authorised Signatory)
WORKPAYS LIMITED

PART 2: ACKNOWLEDGEMENT OF ACCOUNT BANK

To: IL2(2018) (as Chargee)

Copy: Workpays Limited

[Date]

Dear Sirs,

Debenture dated [●] between Workpays Limited and IL2(2018) (the "Debenture")

We confirm receipt from Workpays Limited (the "**Chargor**") of a notice dated [●] (the "**Notice**") of a charge upon the terms of the Debenture over all the rights of the Chargor to any amount standing to the credit of any of the Chargor's account(s) with us (each an "**Account**").

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of any prior security over, or the interest of any third party in, any Account;
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Account; and
- (d) will comply with any notice we may receive from the Chargee in respect of the Accounts.

The Accounts maintained with us are:

[Specify accounts and account numbers]

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

Yours faithfully,

.....
(Authorised signatory)
[Account Bank]

SCHEDULE 3
FORM OF LETTER FOR INSURERS
PART 1: NOTICE TO INSURER

To: [Insurer]

Copy: IL2(2018) (as Chargee as defined below)

[Date]

Dear Sirs,

Debenture dated [●] between Workpays Limited and IL2(2018) (the "Debenture")

This letter constitutes notice to you that under the Debenture we have assigned absolutely, subject to a proviso for re-assignment on redemption, to IL2(2018) (the "Chargee") all our rights in respect of the benefit of *[insert details of contract of insurance]* (the "Insurance").

We confirm that:

- (a) we will remain liable under the Insurance to perform all the obligations assumed by us under the Insurance; and
- (b) none of the Chargee, its agents, any receiver or administrator or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance (unless, and to the extent, otherwise expressly provided for in the Insurance).

We will also remain entitled to exercise all our rights, powers and discretions under the Insurance, and you should continue to give notices and make payments under the Insurance to us (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Chargee in respect of the Insurance), unless and until you receive notice from the Chargee to the contrary stating that the security under the Debenture has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Chargee or as it directs (unless, and to the extent, otherwise expressly provided for in the Insurance).

We irrevocably instruct and authorise you to disclose to the Chargee any information relating to the Insurance requested from you by the Chargee.

The instructions in this letter may not be revoked or amended without the prior written consent of the Chargee.

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Chargee at claire@boostandco.com with a copy to us.

Yours faithfully,

.....
(Authorised signatory)
WORKPAYS LIMITED

PART 2: ACKNOWLEDGEMENT OF INSURER

To: IL2(2018) (as Chargee)

Copy: Workpays Limited

[Date]

Dear Sirs,

Debenture dated [●] between Workpays Limited and IL2(2018) (the "Debenture")

We confirm receipt from Workpays Limited (the "**Chargor**") of a notice dated [●] (the "**Notice**") of an assignment on the terms of the Debenture of all the Chargor's rights in respect of [*insert details of the contract of insurance*] (the "**Insurance**").

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice; and
- (b) will give notices and make payments under the Insurance as directed in the Notice.

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

Yours faithfully,

.....

(Authorised signatory)

[Insurer]

SCHEDULE 4
FORMS OF LETTER FOR OTHER CONTRACTS
PART 1: NOTICE TO COUNTERPARTY

To: [Contract Counterparty]

Copy: IL2(2018) (as Chargee as defined below)

[Date]

Dear Sirs,

Debenture dated [●] between Workpays Limited and IL2(2018) (the "Debenture")

This letter constitutes notice to you that under the Debenture we have charged by way of a first fixed charge to IL2(2018) (the "**Chargee**") all our rights in respect of *[insert details of contract]* (the "**Contract**").

We confirm that:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (b) none of the Chargee, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices and make payments under the Contract to us, unless and until you receive notice from the Chargee to the contrary stating that the security under the Debenture has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Chargee or as it directs.

We irrevocably instruct and authorise you to disclose to the Chargee any information relating to the Contract requested from you by the Chargee.

The instructions in this letter may not be revoked or amended without the prior written consent of the Chargee.

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Chargee at claire@boostandco.com with a copy to us.

Yours faithfully,

.....
(Authorised signatory)
WORKPAYS LIMITED

PART 2: ACKNOWLEDGEMENT OF COUNTERPARTY

To: IL2(2018) (as Chargee)

Copy: Workpays Limited

[Date]

Dear Sirs,

Debenture dated [●] between IL2(2018) and Workpays Limited (the “Debenture”)

We confirm receipt from Workpays Limited (the “Chargor”) of a notice dated [●] (the “Notice”) of fixed charge on the terms of the Debenture of all the Chargor’s rights in respect of *[insert details of the contract]* (the “Contract”).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice; and
- (b) will give notices and make payments under the Contract as directed in the Notice.

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


Yours faithfully,

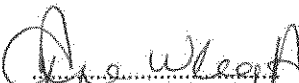
.....
(Authorised signatory)
[Contract counterparty]

**SCHEDULE 5
RELEVANT CONTRACTS**

None as at the date of this Deed.

Executed as a deed by **WORKPAYS**
LIMITED acting by ALEX GLAWNER a
director and ANNE WRIGHT a
director **OR** its secretary


.....
Director


.....
Director / Secretary

7

Executed as a deed by **IL2(2018)** acting
by two directors

.....
Director

.....
Director