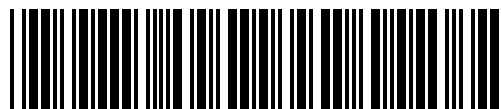




Registration of a Charge

Company Name: **SCA INVESTMENTS LIMITED**

Company Number: **08027386**



Received for filing in Electronic Format on the: **28/09/2023**

XCD0AZVF

Details of Charge

Date of creation: **27/09/2023**

Charge code: **0802 7386 0008**

Persons entitled: **KROLL TRUSTEE SERVICES LIMITED AS TRUSTEE FOR EACH OF THE SECURED PARTIES**

Brief description: **ALL ASSET DEBENTURE INCLUDING INTELLECTUAL PROPERTY WITH REGISTRATION NUMBER UK00003697397 AND OTHERS. FOR FURTHER DETAIL, PLEASE SEE THE INSTRUMENT.**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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:

MCDERMOTT WILL & EMERY UK LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8027386

Charge code: 0802 7386 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th September 2023 and created by SCA INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th September 2023 .

Given at Companies House, Cardiff on 2nd October 2023

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



Companies House



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

EXECUTION VERSION



DATED 27 SEPTEMBER 2023

SCA INVESTMENTS LIMITED

AND

BENTO TECHNOLOGY LIMITED

AS ORIGINAL CHARGORS

IN FAVOUR OF

KROLL TRUSTEE SERVICES LIMITED

AS SECURITY AGENT

DEBENTURE

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THIS DEBENTURE is made by way of deed on 27 September 2023 (the “**Debenture**”)

BY:

- (1) **SCA INVESTMENTS LIMITED**, a company incorporated in England and Wales with registered number 08027386 having its registered office address at Unit 1.8 and 1.9 The Shepherds Building, Charecroft Way, London, England, W14 0EE (the “**Company**”);
- (2) **BENTO TECHNOLOGY LIMITED** a company incorporated in England and Wales with registered number 14222700 having its registered office address at Unit 1.8 and 1.9 The Shepherds Building, Charecroft Way, London, England, W14 0EE (together with the Company, the “**Original Chargors**”); and
- (3) **KROLL TRUSTEE SERVICES LIMITED** as trustee for each of the Secured Parties (the “**Security Agent**”).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Debenture:

“**Account**” means (a) the bank accounts specified in Schedule 2 (*Bank Accounts*); (b) any bank account specified in a Security Accession Deed; and (c) any other accounts opened or maintained by a Chargor with any bank, building society, financial institution or other person (including, in each case, any renewal, redesignation, replacement, subdivision or subaccount of such account) and the debt or debts represented thereby.

“**Additional Chargor**” means a member of the Group which becomes a Chargor by executing a Security Accession Deed.

“**Administration Event**” means:

- (a) the presentation of an application to the court for the making of an administration order in relation to any Chargor; or
- (b) the giving of written notice by any person (who is entitled to do so) of its intention to appoint an administrator of any Chargor or the filing of such a notice with the court.

“**Authorisation**” means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

“**Charged Assets**” means all of the assets and undertaking of each Chargor which from time to time are the subject of any Security created or expressed to be created by it in favour of the Security Agent by or pursuant to this Debenture.

“**Charges**” means Security from time to time created or expressed to be created by or pursuant to this Debenture.

“**Chargor**” means an Original Chargor or an Additional Chargor.

“**Collateral Rights**” means all rights, powers and remedies of the Security Agent provided by or pursuant to the Intercreditor Agreement, this Debenture or by law.

“**Debt Documents**” has the meaning given to that term in the Intercreditor Agreement.

“Domain Names” means any domain name(s) over which a Chargor has registered its interest.

“Excluded Asset” means any asset or undertaking:

- (a) subject to a restriction arising by way of any contract, licence, lease, instrument or other written arrangement between the relevant Chargor and a third party which prevents creation of Security by that Chargor over that asset or undertaking (including a requirement for prior consent of a third party) (a **“Restriction”**); and/or
- (b) not located in England, Wales and Scotland.

“Fixed Security” means any mortgage, fixed charge or assignment expressed to be created by or pursuant to Clause 4 (*Specific Security*) of this Debenture or pursuant to a Security Accession Deed.

“Insurance Policy” means (a) each policy of insurance specified in Schedule 5 (*Insurance Policies*), (b) each policy of insurance specified in any Security Accession Deed and (c) any policy of insurance (including life insurance or assurance) in which the Chargors may from time to time have an interest (as amended or supplemented) (in each case, other than any insurance policies relating to third party liability or public liability or directors’ and officers’ insurance).

“Intellectual Property” means, in respect of a Chargor:

- (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 Chargor (which may now or in the future subsist),

including the Intellectual Property listed in Schedule 4 (*Intellectual Property*) and the Intellectual Property specified in any Security Accession Deed.

“Intercompany Receivables” means, with respect to a Chargor, any receivables owed to the Chargor by another member of the Group from time to time.

“Intercreditor Agreement” means the English law intercreditor agreement dated on or about the date of this Debenture and made between, among others, the Company as a Debtor and the Security Agent.

“Investments” means, in relation to a Chargor, the securities specified in Schedule 3 (*Shares and Investments*), the securities specified as such in any Security Accession Deed and any:

- (a) stocks, shares, debentures, securities and certificates of deposit and other instruments creating or acknowledging indebtedness, including alternative finance investment bonds;
- (b) interests in collective investment schemes, in whatever form or jurisdiction any such scheme is established, including partnership interests;
- (c) warrants and other instruments entitling the holder to subscribe for or acquire any investments described in paragraphs (a) or (b) above;
- (d) certificates and other instruments conferring contractual or property rights (other than options) in respect of the investments in paragraphs (a), (b) or (c) above; and
- (e) options to acquire any investments described in paragraphs (a), (b), (c) or (d) above,

in each case whether held directly by or to the order of a Chargor or by any trustee, nominee, custodian, fiduciary or clearance system on its behalf (including all rights against any such trustee, nominee, custodian, fiduciary or clearance system including, without limitation, any contractual rights or any right to delivery of all or any part of such investments from time to time).

“Material Real Property” means:

- (a) any Real Property which is freehold property with a value equal to or greater than £2,500,000; or
- (b) any Real Property which is long leasehold property with an unexpired term of 25 years or more from the date of this Debenture or, if later, the date on which such leasehold property is acquired by the relevant Chargor,

including, in each case, any Real Property listed in Schedule 1 (*Material Real Property*) and any Real Property specified in any Security Accession Deed.

“Monetary Claims” means any book and other debts, intercompany receivables and monetary claims owing to a Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which that Chargor is a party, any account held in the name of that Chargor with PayPal and any other assets, property, rights or undertaking of that Chargor).

“Notice of Assignment” means a notice of assignment in substantially the form set out in Schedule 7 (*Form of Notice of Assignment*) or in such form as may be reasonably specified by the Security Agent.

“Notice of Charge” means a notice of charge in substantially the form set out in Schedule 6 (*Form of Notice of Security to Account Bank*) or in such form as may be specified by the Security Agent.

“Party” means a party to this Debenture.

“Real Property” means any present or future freehold or leasehold or immovable property and any other interest in land or buildings and any rights relating thereto in which a Chargor has an interest.

“Receiver” means a receiver, receiver and manager or, where permitted by law, an administrative receiver and that term will include any appointee made under a joint or several appointment.

“Related Rights” means, in relation to any asset:

- (a) the proceeds of sale or rental of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of or derived from that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

“Secured Obligations” has the same meaning given to the term “Secured Obligations” in the Intercreditor Agreement.

“Security” has the same meaning given to the term “Security” in the Intercreditor Agreement.

“Security Accession Deed” means a security accession deed in substantially the form set out in Schedule 8 (*Form of Security Accession Deed*) or in such form as may be reasonably specified by the Security Agent.

“Security Period” means the period beginning on the date of this Debenture and ending on the date on which the Security Agent is satisfied that the Secured Obligations have been irrevocably and unconditionally paid or discharged in full and no Secured Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to any Obligor or any other person under any Debt Documents.

“Senior Facilities Agreement” means the English law senior facilities agreement dated on or about the date of this Debenture and entered into between, among others, the Company and the Security Agent.

“Shares” means, in relation to a Chargor, (a) any stocks, shares, debentures and other securities listed in Schedule 3 (*Shares and Investments*), (b) any stocks, shares, debentures and other securities listed as such in any Security Accession Deed and (c) all other present and future shares in the capital of (to the extent applicable):

- (a) the companies listed in Schedule 3; and
- (b) any other member of the Group,

from time to time held by, to the order, or on behalf, of that Chargor.

“Specific Contracts” means any contract pursuant to which a Chargor is owed a receivable by a person or entity that is not a member of the Group.

“Tangible Moveable Property” means any plant, machinery, office equipment, computers, vehicles, furniture, fittings and other chattels (excluding any for the time being forming part of a Chargor’s stock in trade or work in progress).

1.2 Terms defined in other Debt Documents

Unless defined in this Debenture, or the context otherwise requires, a term defined in the Senior Facilities Agreement, in the Intercreditor Agreement or in any other Debt Documents has the same meaning in this Debenture, or any notice given under or in connection with this Debenture.

1.3 Construction

In this Debenture:

- (a) the rules of interpretation contained in section 1.2 (*Construction*) of the Senior Facilities Agreement shall apply to the construction of this Debenture, or in any notice given under or in connection with this Debenture;
- (b) any reference to the **“Security Agent”**, the **“Secured Parties”**, a **“Chargor”** an **“Original Chargor”**, an **“Additional Chargor”**, any **“Obligor”** or any other Party shall be construed so as to include its or their (and any subsequent) successors in title, permitted assigns and permitted transferees in accordance with their respective interests and, in the case of the Security Agent, any person for the time being appointed as Security Agent in accordance with the Senior Facilities Agreement and this Debenture;
- (c) any reference to any Debt Documents or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended, novated, varied, released, supplemented, extended, restated or replaced (however fundamentally) including by way of increase to the facilities or other obligations or addition of new facilities
- (d) any reference to **“including”** and **“include”** shall mean including and include “without limitation” and any words following such terms shall be construed as illustrative and shall not limit the meaning or scope of the phrase or words preceding such terms; and

- (e) references in this Debenture to any Clause or Schedule shall be to a Clause or Schedule contained in this Debenture.

1.4 Third party rights

- (a) Unless expressly provided to the contrary in a Debt Documents, 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 to enjoy the benefit of any term of this Debenture.
- (b) Notwithstanding any term of any Debt Documents, the consent of any person who is not a Party is not required to rescind or vary this Debenture at any time.
- (c) Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

1.5 Present and future assets

- (a) A reference in this Debenture to any Charged Asset or other asset includes, unless the contrary intention appears, present and future Charged Assets and other assets.
- (b) The absence of or incomplete details of any Charged Assets in any Schedule shall not affect the validity or enforceability of any Security under this Debenture.

1.6 Material Real Property

- (a) A reference in this Debenture to any freehold, leasehold or commonhold property includes all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights.
- (b) The terms of the Senior Facilities Agreement and each other Debt Document are incorporated into this Debenture and each other Debt Document to the extent required for any purported disposition of any Material Real Property contained in the Debt Documents to be a valid disposition in accordance with section 2(1) of the Law of Property (*Miscellaneous Provisions*) Act 1989.

1.7 Separate Security

Clauses 4.1 (*Mortgage of Material Real Property*) to 4.14 (*Assignment of Insurance Policies*) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment over each relevant asset within any particular class of assets defined in this Debenture and the failure to create an effective mortgage, fixed charge or assignment (whether arising out of this Debenture or any act or omission by any party) over any one asset shall not affect the nature or validity of the mortgage, charge or assignment imposed on any other asset whether within that same class of assets or not.

1.8 Security Agent assumes no obligation

The Security Agent shall not be under any obligation in relation to the Charged Assets as a consequence of this Debenture and each Chargor shall at all times remain liable to perform all obligations in respect of the Charged Assets.

1.9 Security Accession Deeds

This Debenture and each Security Accession Deed (if any) shall be read together and construed as one instrument so that all references in this Debenture to “this Debenture” shall be deemed to include, where the context so permits, each Security Accession Deed which has from time to time been entered into by Additional Chargors and all references in this Debenture to any “Security created by this Debenture” or

“Security created pursuant to this Debenture” shall be deemed to include any Security created by or pursuant to each such Security Accession Deed, and all the powers and rights conferred on the Security Agent and any Receiver in relation to the Security created by this Debenture shall extend and apply to the Security created by each such Security Accession Deed.

1.10 Conflict

Notwithstanding anything in this Debenture to the contrary, the Security granted to the Security Agent under this Debenture and the exercise of any rights and remedies of the Security Agent under this Debenture are subject to the provisions of the Debt Documents (including, but not limited to, the Senior Facilities Agreement and the Intercreditor Agreement). In the event of any inconsistency or conflict between the terms of this Debenture and the Senior Facilities Agreement or Intercreditor Agreement, the terms of the Senior Facilities Agreement or Intercreditor Agreement (as applicable) shall prevail. In the event of any inconsistency between the terms of the Senior Facilities Agreement and the Intercreditor Agreement, the Intercreditor Agreement shall prevail.

1.11 Security Agent

Without prejudice to its rights hereunder, the Security Agent shall be entitled to the benefit of each of the rights and powers and shall be entitled to rely on the exculpation, exclusions of liability and indemnities set out in the Intercreditor Agreement in performing its role under this Debenture.

2. COVENANT TO PAY

2.1 Covenant to pay

Each Chargor covenants with the Security Agent that it shall, on demand of the Security Agent, pay, discharge and satisfy the Secured Obligations on the date(s) on which such Secured Obligations are expressed to become due and in the manner provided for in the Debt Documents.

2.2 Default interest

If a Chargor fails to pay any amount payable by it under this Debenture on its due date, interest shall accrue on the overdue amount (both before and after judgment) from the date of demand until the date of payment calculated in accordance with the rate and in the manner specified in clause 14.5 (*Default Interest*) of the Senior Facilities Agreement.

3. COMMON PROVISIONS

3.1 Common provisions as to all Security

All the Security created by or pursuant to this Debenture is:

- (a) created with full title guarantee;
- (b) created in favour of the Security Agent as trustee for the Secured Parties and the Security Agent shall hold the benefit of this Debenture and the Security created by or pursuant to it on trust for the Secured Parties; and
- (c) continuing security for the payment and discharge of all the Secured Obligations.

4. SPECIFIC SECURITY

4.1 Mortgage of Material Real Property

Each Chargor charges, by way of first legal mortgage, its Material Real Property.

4.2 Fixed charge over Material Real Property

Each Chargor charges (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 4.1 (*Mortgage of Material Real Property*)), by way of first fixed charge, all of its rights, title and interest from time to time in and to all its Material Real Property and all Related Rights.

4.3 Fixed charge over Tangible Moveable Property

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Tangible Moveable Property and all Related Rights.

4.4 Fixed charge over Accounts

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Accounts and all Related Rights.

4.5 Fixed charge over Monetary Claims

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Monetary Claims (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture) and all Related Rights (to the extent not already charged under this Clause 4.5).

4.6 Fixed charge over Investments

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Investments and all dividends, interest and other monies payable in respect of those Investments and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

4.7 Fixed charge over Shares

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Shares and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

4.8 Fixed charge over Intellectual Property

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Intellectual Property and all Related Rights.

4.9 Fixed charge over goodwill

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all goodwill of that Chargor and all Related Rights.

4.10 Fixed charge over uncalled capital

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all uncalled capital of that Chargor and all Related Rights.

4.11 Fixed charge over Authorisations

Each Chargor charges by way of fixed charge the benefit of all Authorisations it holds in relation to any Charged Asset and all Related Rights.

4.12 Fixed charge over Specific Contracts

Each Chargor charges by way of fixed charge all of its right, title and interest from time to time in and to all Specific Contracts of that Chargor and all Related Rights.

4.13 Fixed charge over other assets

Each Chargor charges (to the extent not validly and effectively assigned pursuant to Clauses 4.14 (*Assignment of Intercompany Receivables*) and Clause 4.15 (*Assignment of Insurance Policies*)), by way of first fixed charge, all of its rights, title and interest from time to time in and to each Specific Contract, each Intercompany Receivable and each Insurance Policy of that Chargor and all Related Rights in relation to each of those assets.

4.14 Assignment of Intercompany Receivables

Each Chargor assigns and agrees to assign absolutely, subject to a proviso for re-assignment on the Senior Discharge Date, all of its rights, claims, title and interest from time to time in and to the proceeds of each Intercompany Receivable of that Chargor.

4.15 Assignment of Insurance Policies

Each Chargor assigns and agrees to assign absolutely, subject to a proviso for re-assignment on the Senior Discharge Date, all of its rights, claims, title and interest from time to time in and to the proceeds of each Insurance Policy of that Chargor.

4.16 Assignment of registered domain names

Each Chargor assigns and agrees to assign absolutely, subject to a proviso for re-assignment on the Senior Discharge Date, all of its rights, claims, title and interest from time to time in and to its interest in and rights to any Domain Names.

5. FLOATING CHARGE**5.1 Floating charge**

- (a) Each Chargor charges by way of first floating charge in favour of the Security Agent all present and future assets and undertaking of that Chargor.
- (b) The floating charge created pursuant to paragraph (a) of Clause 5.1 above shall be deferred in point of priority to all Fixed Security validly and effectively created by the under this Debenture in favour of the Security Agent as security for the Secured Obligations.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph (a) of Clause 5.1 above.

5.2 Crystallisation: by notice

The Security Agent may at any time by notice in writing to the relevant Chargor convert the floating charge created by it pursuant to Clause 5.1 (*Floating Charge*) or pursuant to a Security Accession Deed with immediate effect into a fixed charge as regards any property or assets if:

- (a) there is an Acceleration Event;
- (b) the Security Agent considers (acting reasonably) that any of the Charged Assets is in jeopardy or in danger of being seized or sold pursuant to any form of legal process;

- (c) the Security Agent considers that it is reasonably necessary in order to protect the priority of the Security; or
- (d) the relevant Chargor requests the Security Agent to exercise any of its powers under this Debenture.

5.3 Crystallisation: automatic

Notwithstanding Clause 5.2 (*Crystallisation: by notice*) and without prejudice to any law which may have a similar effect, a floating charge created by a Chargor pursuant to Clause 5.1 (*Floating Charge*) or pursuant to a Security Accession Deed will automatically be converted (without notice) with immediate effect into a fixed charge as regards to all the assets subject to the floating charge if, in relation to that Chargor:

- (a) the Chargor creates or attempts to create any Security (other than any Security permitted under the terms of the Senior Facilities Agreement), over any of the Charged Assets;
- (b) any person levies or attempts to levy any distress, execution or other process against any of the Charged Assets;
- (c) an Administration Event occurs;
- (d) a Receiver is appointed over all or any of the Charged Assets;
- (e) a meeting is convened for the passing of a resolution for the voluntary winding-up of the Chargor;
- (f) a petition is presented for the compulsory winding-up of the Chargor;
- (g) a provisional liquidator is appointed to the Chargor; or
- (h) a resolution is passed or an order is made for the dissolution or reorganisation of the Chargor,

(in each case, excluding any such action, procedure or step which does not constitute or result in an Event of Default under the Senior Facilities Agreement) or any analogous procedure or step is taken in any jurisdiction.

6. PROVISIONS AS TO SECURITY AND PERFECTION

6.1 Negative pledge and restriction on dealings

Except as permitted under the Senior Facilities Agreement, no Chargor shall at any time during the Security Period create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Assets or dispose of any part of the Charged Assets.

6.2 Implied covenants for title

- (a) Any reference in this Debenture to “full title guarantee” shall, in relation to any Real Property that is an Excluded Asset, exclude the covenant implied by section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The covenants set out in sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clauses 4 (*Specific Security*) or 5 (*Floating charge*).
- (c) It shall be implied in respect of Clauses 4 (*Specific Security*) and 5 (*Floating charge*) that each Chargor is disposing of the Charged Assets free from all charges and incumbrances (whether

monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

6.3 Notice of Security: Accounts

- (a) Subject to paragraph (b) below, each Chargor shall promptly (but in any event within 3 Business Days) following the date of this Debenture (or, if applicable, promptly (but in any event within 10 Business Days) following the date of the relevant Security Accession Deed or the date that such Account is opened) deliver to the Security Agent (or procure the delivery of) a Notice of Charge in relation to the Accounts duly executed by, or on behalf of, the relevant Chargor and that Chargor shall use commercially reasonable endeavours to procure from each account bank, building society, financial institution or other person with which any Account is opened or maintained, an acknowledgement in the form set out in such Notice of Charge within 20 Business Days of the service of such Notice of Charge. If the relevant Chargor has used its commercially reasonable endeavours but has not been able to obtain such acknowledgment, its obligation to obtain such acknowledgment will cease on the expiry of that 20 Business Day period.
- (b) The requirement to deliver a Notice of Charge under paragraph (a) above shall not apply to any account (howsoever described) held in the name of any Chargor with PayPal.

6.4 Notice of Security: other assets

- (a) Each Chargor shall promptly (but in any event within 3 Business Days) following the date of this Debenture (or, if applicable, promptly (but in any event within 10 Business Days) following the date of the relevant Security Accession Deed or the date any Intercompany Receivable is created or Insurance Policy is entered into) or, if later, when requested by the Security Agent from time to time, deliver to the relevant counterparty to such Intercompany Receivable and/or Insurance Policy (with a copy to the Security Agent) (or procure the delivery of) a Notice of Assignment duly executed by, or on behalf of, the relevant Chargor in relation to (subject to paragraph (c) below) all Intercompany Receivables and Insurance Policies.
- (b) In the case of each Domain Name, following a request by the Security Agent in writing at any time after the occurrence of an Event of Default which is continuing, the relevant Chargor shall promptly (and in any event within 5 Business Days) following such request, deliver to the domain name registrar with whom the relevant Domain Name is registered (with a copy to the Security Agent) (or procure the delivery of) a Notice of Assignment duly executed by, or on behalf of, the relevant Chargor in relation to each of its Domain Names. Prior to the occurrence of an Acceleration Event, each Chargor shall be entitled to exercise all of its rights and remedies in respect of or in connection with its Domain Names as if such rights and remedies had not been assigned to the Security Agent (and, to the extent necessary, the Security Agent grants to the relevant Chargor an exclusive, royalty-free licence to enable such Chargor to use its Domain Names and to exercise its rights and remedies relating thereto). In all respects the relevant Chargor shall act as principal in its dealings with third parties in relation to its Domain Names (including the relevant domain name registrars) and shall not commit the Security Agent to any contractual relationship with, or any contractual, tortious or other liability to, any third party (including the relevant domain name registrar).
- (c) In respect of Intercompany Receivables:
 - (i) Subject to paragraph (ii) below, each Chargor shall procure from each recipient of such Notice of Assignment an acknowledgment to the Security Agent in the form set out therein within 20 Business Days of the service of such Notice of Assignment.
 - (ii) Notwithstanding anything to the contrary in this Clause 6.4, by virtue of them being a party to this Debenture (whether by signing this Debenture or a Security Accession Deed) each Chargor shall be deemed to have notice of, and to have acknowledged, any

assignment or other security created under this Debenture (or any Security Accession Deed) over any Intercompany Receivables, each such notice being on the terms of the Notice of Assignment and such Chargor's obligations under this Clause 6.4 shall be discharged.

- (d) In respect of Insurance Policies and Domain Names, each Chargor shall use commercially reasonable endeavours to procure from each recipient of such a Notice of Assignment an acknowledgement to the Security Agent in the form set out therein within 20 Business Days of the service of such Notice of Assignment. If the relevant Chargor has used its reasonable endeavours but has not been able to obtain such acknowledgment, its obligation to obtain such acknowledgment will cease on the expiry of that 20 Business Day period.

6.5 Deposit of documents of title: Investments

Each Chargor shall promptly (but in any event within 5 Business Days) following the date of this Debenture, or if applicable, within 5 Business Days of the date of the relevant Security Accession Deed or the date such investments are acquired (and upon its coming into possession thereof at anytime), deposit with the Security Agent (or procure the deposit of) all certificates and other documents of title representing the Investments to which that Chargor (or its nominee(s)) is or becomes entitled, together with any other document which the Security Agent may reasonably request (in such form and executed in such manner as the Security Agent may reasonably require (including stock transfer forms or other instruments of transfer executed in blank by it or on its behalf)), with a view to perfecting its security over the Investments or (following the occurrence of an Acceleration Event) to registering any Investment in its name or the name of any nominee(s).

6.6 Deposit of share certificates

Each Chargor shall promptly (but in any event within 5 Business Days):

- (a) following the date of this Debenture (or, in respect of an Additional Chargor, following the date of the relevant Security Accession Deed) or, if applicable, within 5 Business Days following the later of:
- (i) the date such Shares are acquired (and upon its coming into possession thereof at anytime); or
 - (ii) if required for such Chargor to be named as the legal and beneficial owner of such Shares on the relevant register of members, the date on which the relevant stock transfer form(s) for the transfer of those Shares from the relevant transferor(s) to that Chargor has been stamped by HMRC and returned to the Chargor,

deposit with the Security Agent (or procure the deposit of) all certificates or other documents of title to the Shares, and stock transfer forms (executed in blank by it or on its behalf) in respect of the Shares (provided that, in respect of any Shares to which paragraph (iii) above applies, the relevant Chargor shall deposit (or procure the deposit of) stock transfer forms (executed in blank by it or on its behalf) in respect of the relevant Shares with the Security Agent promptly (but in any event within 5 Business Days) following the date such Shares are acquired); and

- (b) upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Shares (or upon acquiring any interest therein), notify the Security Agent of that occurrence and deposit with the Security Agent (or procure the deposit of) (i) all certificates or other documents of title representing such assets and (ii) such stock transfer forms or other instruments of transfer (executed in blank by it or on its behalf) in respect thereof as the Security Agent may reasonably request.

6.7 Application to HM Land Registry

- (a) Each Chargor hereby consents to an application being made to HM Land Registry to enter the following restriction in the Proprietorship Register of any registered land at any time forming part of the Material Real Property:

“No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [•] in favour of [•] referred to in the charges register or their conveyancer.”

- (b) Each Chargor hereby consents to an application being made to register any Class C(i), C(iii) and C(iv) land charges in relation to any first legal mortgage and any first fixed charge granted herein over unregistered land at any time forming part of any Material Real Property.

6.8 Registration of Intellectual Property

- (a) Each Chargor shall promptly, but in any event within 5 Business Days of the date of this Debenture execute all such documents and do all such acts as the Security Agent may reasonably require to record the interest of the Security Agent in any local or supra-national registers relating to any registered Intellectual Property.
- (b) In respect of any registered Intellectual Property acquired by a Chargor after the date of this Debenture, each Chargor shall promptly (but in any event within 10 Business Days) following request by the Security Agent, execute all such documents and do all such acts as the Security Agent may reasonably require to record the interest of the Security Agent in any local or supra-national registers relating to any such registered Intellectual Property, provided that, following completion of the Holdco Reorganisation, no more than one such request may be made in any six-month period.

6.9 Further advances

- (a) Subject to the terms of the Debt Documents, each Lender is under an obligation to make further advances to a Borrower and that obligation will be deemed to be incorporated into this Debenture as if set out in this Debenture.
- (b) To the extent applicable, any Chargor who becomes a Borrower consents to an application being made to HM Land Registry to enter the obligation to make further advances on the Charges Register of any registered land constituting Material Real Property and forming part of its Charged Assets.

7. FURTHER ASSURANCE

7.1 Extension of implied covenant

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in Clause 7.2 (*Further assurance*) below.

7.2 Further assurance

- (a) Subject to the Agreed Security Principles and the terms of this Debenture, each Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):

- (i) to perfect the Security created or intended to be created under or evidenced by this Debenture (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Transaction Security) or for the exercise of any rights, powers and remedies of the Security Agent or the Secured Parties provided by or pursuant to the Finance Documents or by law and which are exercisable in accordance with their terms;
 - (ii) to confer on the Security Agent or confer on the Secured Parties Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Debenture; and/or
 - (iii) (after the Security created by this Debenture has become enforceable) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Transaction Security.
- (b) Subject to the Agreed Security Principles and the terms of this Debenture, at the reasonable request of the Security Agent, 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 perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent by or pursuant to this Debenture.
 - (c) In relation to any provision of this Debenture which requires a Chargor to deliver any document for the purposes of granting any guarantee or Security for the benefit of all or any of the Secured Parties, the Security Agent agrees to execute as soon as reasonably practicable any such agreed form document which is presented to it for execution.

7.3 Excluded Assets

- (a) Notwithstanding any other terms of this Debenture, any Excluded Asset of a Chargor shall be excluded from the Security constituted by Clause 4 (*Specific security*).
- (b) Paragraph (a) above will only apply to any asset or undertaking for so long as the relevant Restriction, requirement for consent or other matter which qualifies it as an Excluded Asset applies.
- (c) In respect of any Excluded Asset of a Chargor which is subject to a Restriction, the relevant Chargor shall, as soon as reasonably practicable, use all commercially reasonable endeavours to obtain any consents necessary or to remove any other Restriction (in each case in form and substance satisfactory to the Security Agent, acting reasonably) to enable the relevant assets of that Chargor to be the subject of the relevant Fixed Security pursuant to this Debenture.
- (d) Immediately upon obtaining any such consent or removing any such Restriction, the asset concerned will become subject to that Fixed Security and the relevant Chargor shall promptly deliver a copy of such consent or evidence of such removal to the Security Agent.

8. SHARES AND INVESTMENTS

8.1 Voting rights and dividends prior to an Acceleration Event

Prior to the occurrence of an Acceleration Event, each Chargor shall:

- (a) be entitled to receive, retain and pay all dividends, interest and other monies or distributions of an income nature arising from the Shares; and
- (b) be entitled to exercise all voting rights in relation to the Shares.

8.2 Voting rights and dividends after an Acceleration Event

Upon the occurrence of an Acceleration Event, the Security Agent may, at its discretion, in the name of the relevant Chargor or otherwise and without any further consent or authority from such Chargor:

- (a) exercise (or refrain from exercising) any voting rights in respect of the Shares;
- (b) apply all dividends, interest and other monies arising from the Shares as though they were the proceeds of sale in accordance with Clause 17 (*Application of Proceeds*);
- (c) transfer the Shares into the name of the Security Agent or such nominee(s) of the Security Agent as it shall require; and
- (d) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Shares including the right, in relation to any company whose shares or other securities are included in the Shares, to concur or participate in:
 - (i) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof);
 - (ii) the release, modification or variation of any rights or liabilities attaching to such shares or securities; and
 - (iii) the exercise, renunciation or assignment of any right to subscribe for any shares or securities,

in each case in the manner and on the terms the Security Agent thinks fit, and the proceeds of any such action shall form part of the Shares.

8.3 Voting rights

No Chargor shall (except to the extent permitted under the Senior Facilities Agreement) exercise (and each Chargor shall procure that any nominee acting on its behalf does not exercise) its voting rights in relation to the Shares in any manner to, or otherwise permit or agree to or concur or participate in any:

- (a) variation of the rights attaching to or conferred by all or any part of the Shares;
- (b) increase in the issued share capital of any company whose shares are charged pursuant to this Debenture;
- (c) exercise, renunciation or assignment of any right to subscribe for any shares or securities; or
- (d) reconstruction or amalgamation (including the exchange, conversion or reissue of any shares or securities as a consequence thereof) of any company whose shares are charged pursuant to this Debenture,

which would be reasonably likely to materially prejudice the validity of, or the ability of the Security Agent to realise, the Security created pursuant to this Debenture.

8.4 Exercise of rights

No Chargor shall (except to the extent permitted under the Senior Facilities Agreement) exercise any of its rights and powers in relation to any of the Investments in any manner which would reasonably be expected to materially prejudice the validity of, or the ability of the Security Agent to realise, the Security pursuant to this Debenture.

9. CHARGORS' REPRESENTATIONS AND UNDERTAKINGS

9.1 Representations

Each Chargor makes the representations and warranties set out in this Clause 9.1 to the Security Agent on (i) the date of this Debenture and (ii) in relation to an Additional Chargor only, on the date of the relevant Security Accession Deed (and as if references to the date of this Debenture were references to the date of the relevant Security Accession Deed and a reference to any relevant schedule to this Debenture (or any part of it) were a reference to the equivalent schedule to the Security Accession Deed (or the relevant part of it)) and (iii) in respect of the representations and warranties in paragraphs (a) to (c) (inclusive) below only, on each date on which the Repeating Representations under the Senior Facilities Agreement are required to be made:

(a) ***Ranking***

Subject to the Legal Reservations and the Perfection Requirements, the Security created by this Debenture has or will have the ranking in priority which it is expressed to have in the Intercreditor Agreement and it is not subject to any prior ranking or *pari passu* ranking Security other than as permitted by the Senior Facilities Agreement or the Intercreditor Agreement.

(b) ***Transaction Security***

Subject to the Legal Reservations and the Perfection Requirements, this Debenture creates the Security which is expressed to be created pursuant to Clause 4 (*Specific Security*) and Clause 5 (*Floating Charge*) and that Security is valid and effective.

(c) ***Legal and beneficial ownership***

Subject to any Permitted Security, it is the legal and beneficial owner of the Charged Assets.

(d) ***The Shares***

The Shares are fully paid and not subject to any option to purchase or similar rights. The constitutional documents of the company which has issued the Shares do not restrict or inhibit any transfer of the Shares on creation or enforcement of the Security created pursuant to this Debenture.

(e) ***Schedules***

To the best of each Chargor's knowledge and belief (having made due and careful enquiry):

- (i) Schedule 1 (*Material Real Property*) sets out the details of all of the Material Real Property in which it has an interest as at the date of this Debenture;
- (ii) Schedule 2 (*Bank Accounts*) sets out the details of all of the Accounts (other than any Account held by a Chargor with PayPal) in which it has an interest as at the date of this Debenture;
- (iii) Schedule 3 (*Shares and Investments*) sets out the details of all of the Shares in which it has an interest as at the date of this Debenture;
- (iv) Schedule 4 (*Intellectual Property*) sets out the details of all of the registered Intellectual Property in which it has an interest as at the date of this Debenture; and
- (v) Schedule 5 (*Insurance Policies*) sets out the details of all of the Insurance Policies in which it has an interest as at the date of this Debenture.

9.2 Undertakings

Each Chargor shall promptly pay when due all calls or other payments which may be or become due in respect of any of (or any part of) the Investments and Shares, and in any case of default by it in such payment, the Security Agent may, if it thinks fit, make such payment on behalf of the relevant Chargor. Any sums so paid by the Security Agent shall be reimbursed by that Chargor to the Security Agent on demand and shall carry interest from the date of payment by the Security Agent until reimbursed, such interest to be calculated in accordance with Clause 2.2 (*Default interest*).

10. ACCOUNTS

10.1 Operation before Acceleration Event

Each Chargor shall, prior to the occurrence of an Acceleration Event, be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account subject to the terms of the Senior Facilities Agreement.

10.2 Operation after Acceleration Event

After the occurrence of an Acceleration Event, no Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior written consent of the Security Agent.

10.3 Application of monies

The Security Agent shall, upon the occurrence of an Acceleration Event, be entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time on any Account in or towards the payment or other satisfaction of all or part of the Secured Obligations in accordance with Clause 17 (*Application of Proceeds*).

11. INSURANCES

11.1 Insurance: Undertakings

Each Chargor shall at all times during the Security Period keep the Charged Assets insured in accordance with the terms of the Senior Facilities Agreement and promptly pay all premiums and other monies payable under all its Insurance Policies.

11.2 Application of insurance proceeds

All monies received under any Insurance Policies relating to the Charged Assets shall (subject to the rights and claims of any person having prior rights to such monies):

- (a) prior to the occurrence of an Acceleration Event, be applied in accordance with (or, in the absence of any specific requirement under the Senior Facilities Agreement, in any manner permitted by) the terms of the Senior Facilities Agreement; and
- (b) after the occurrence of an Acceleration Event, be held upon trust for the Security Agent pending payment to the Security Agent for application in accordance with Clause 17 (*Application of Proceeds*) and the relevant Chargor waives any right it may have to require that any such monies are applied in reinstatement of any part of the Charged Assets.

12. MATERIAL REAL PROPERTY

12.1 Lease covenants

Each Chargor shall, in relation to any lease, agreement for lease or other right to occupy to which all or any part of its Material Real Property forming part of the Charged Assets is at any time subject:

- (a) pay the rents (if the lessee) and observe and perform in all material respects the covenants, conditions and obligations imposed (if the lessor) on the lessor or (if the lessee) on the lessee; and
- (b) not do any act or thing whereby any lease or other document which gives any right to occupy any part of that Material Real Property becomes or may become subject to determination or any right of re-entry or forfeiture prior to the expiration of its term.

12.2 General property undertakings

Each Chargor shall:

- (a) repair and keep in good and substantial repair and condition all the Material Real Property at any time forming part of the Charged Assets;
- (b) not at any time without the prior written consent of the Security Agent sever or remove any of the fixtures forming part of the Material Real Property; and
- (c) comply with and observe and perform (a) all applicable requirements of all planning and environmental legislation, regulations and bye-laws relating to the Material Real Property, (b) any conditions attaching to any planning permissions relating to or affecting the Material Real Property and (c) any notices or other orders made by any planning, environmental or other public body in respect of all or any part of the Material Real Property, in each case, where failure to do so has, or is reasonably likely to have, a Material Adverse Effect.

13. ENFORCEMENT OF SECURITY

13.1 Enforcement

Any time after the occurrence of:

- (a) an Acceleration Event; or
- (b) a request from a Chargor to the Security Agent that it exercise any of its powers under this Debenture,

the Security created by or pursuant to this Debenture is immediately enforceable and the Security Agent may, without notice to the relevant Chargor or prior authorisation from any court, in its absolute discretion:

- (i) secure and perfect its title to all or any part of the Charged Assets;
- (ii) 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 Charged Assets (and any assets of the relevant Chargor which, when got in, would be part of the Charged Assets) at the times, in the manner and on the terms it thinks fit (including whether for cash or non-cash consideration); and

- (iii) whether or not it has appointed a Receiver, exercise all or any of the rights, powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Debenture) on mortgagees and by this Debenture on any Receiver or otherwise conferred by law on mortgagees or Receivers.

13.2 Effect of moratorium

Other than in respect of any floating charge referred to in section A52(4) of Part A1 of the Insolvency Act 1986, the Security Agent shall not be entitled to exercise its rights under Clause 13.1 (*Enforcement*), Clause 15.1 (*Appointment and removal*) or Clause 5.2 (*Crystallisation: by notice*) where the right arises as a result of an Event of Default occurring solely due to any person obtaining, or taking steps to obtain, a moratorium pursuant to Part A1 of the Insolvency Act 1986.

14. EXTENSION OF POWERS AND RIGHT OF APPROPRIATION

14.1 Extension of power of sale

The power of sale or other disposal conferred on the Security Agent and on any Receiver by this Debenture shall operate as a variation and extension of the statutory power of sale under section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on the date of this Debenture or, in respect of the Charged Assets secured pursuant to a Security Accession Deed, on the date of the Security Accession Deed, but neither the Security Agent nor any Receiver shall exercise those powers until the Security constituted by this Debenture has become enforceable in accordance with Clause 13.1 (*Enforcement*).

14.2 Restrictions

The restrictions contained in sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Debenture or to the exercise by the Security Agent of its right to consolidate all or any of the Security created by or pursuant to this Debenture with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Security Agent without notice to the relevant Chargor on or at any time after the Security created by or pursuant to this Debenture has become enforceable in accordance with Clause 13.1 (*Enforcement*).

14.3 Power of leasing

- (a) The statutory powers of leasing may be exercised by the Security Agent at any time on or after the Security constituted this Debenture has become enforceable in accordance with Clause 13.1 (*Enforcement*) and the Security Agent and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with sections 99 and 100 of the Law of Property Act 1925.
- (b) For the purposes of sections 99 and 100 of the Law of Property Act 1925, the expression "Mortgagor" will include any incumbrancer deriving title under the relevant Chargor and neither section 99(18) nor section 100(12) of the Law of Property Act 1925 will apply.
- (c) No Chargor shall have, at any time during the Security Period, the power pursuant to section 99 of the Law of Property Act 1925, to make any lease in respect of any Material Real Property without the prior written consent of the Security Agent or as permitted pursuant to the terms of the Senior Facilities Agreement.

14.4 Right of appropriation

After the Security created by or pursuant to this Debenture has become enforceable in accordance with Clause 13.1 (*Enforcement*) to the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003, as amended, (the "**Regulations**") apply to a Charged Asset, the Security Agent

shall have the right to appropriate all or any part of that Charged Asset in or towards the payment or discharge of the Secured Obligations and may exercise such right to appropriate upon giving written notice to the relevant Chargor. For this purpose, the parties agree that the value of that Charged Asset shall be:

- (a) in the case of cash, the amount standing to the credit of each of the Accounts, together with any accrued but unposted interest, at the time of appropriation; and
- (b) in the case of any Investments and/or Shares, the market value of such Investments and/or Shares determined by the Security Agent by reference to a public index or independent valuation, or (where the value of such Investments and/or Shares is unable to be determined by such means) by such other process as the Security Agent may select (acting reasonably).

In each case, the parties further agree that the method of valuation provided for in this Debenture shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

14.5 Statutory powers

The powers conferred by this Debenture on the Security Agent are in addition to and not in substitution for the powers conferred on mortgagees and mortgagees in possession under the Law of Property Act 1925, the Insolvency Act 1986 or otherwise by law (as extended by this Debenture) and such powers shall remain exercisable from time to time by the Security Agent in respect of any part of the Charged Assets. In the case of any conflict between the statutory powers contained in any such Acts and those conferred by this Debenture, the terms of this Debenture shall prevail.

15. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

15.1 Appointment and removal

After the Security created by or pursuant to this Debenture has become enforceable in accordance with Clause 13.1 (*Enforcement*), the Security Agent may by deed or otherwise (acting through an authorised officer of the Security Agent);

- (a) without prior notice to the Chargors:
 - (i) appoint one or more persons to be a Receiver of the whole or any part of the Charged Assets;
 - (ii) appoint two or more Receivers of separate parts of the Charged Assets;
 - (iii) remove (so far as it is lawfully able) any Receiver so appointed;
 - (iv) appoint another person(s) as an additional or replacement Receiver(s); and
 - (v) appoint one or more persons to be an administrator of the Chargor(s) pursuant to paragraph 14 of Schedule B1 of the Insolvency Act 1986; and
- (b) appoint one or more persons to be an administrator of the Chargor(s) pursuant to paragraph 12 of Schedule B1 of the Insolvency Act 1986.

15.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 15.1 (*Appointment and removal*) shall be:

- (a) entitled to act individually or together with any other person appointed or substituted as Receiver;

- (b) the agent of the Chargor(s) which shall be solely responsible for the Receiver's acts, defaults and liabilities and for the payment of the Receiver's remuneration and no Receiver shall at any time act as agent for the Security Agent; and
- (c) entitled to be remunerated at a rate to be fixed by the Security Agent from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

15.3 Statutory powers of appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Security Agent under the Law of Property Act 1925 (as extended by this Debenture) or otherwise and such powers shall remain exercisable from time to time by the Security Agent in respect of any part of the Charged Assets.

16. POWERS OF RECEIVERS

Every Receiver shall (subject to any restrictions in the Receiver's instrument of appointment but notwithstanding any winding-up or dissolution of the relevant Chargor) have and be entitled to exercise, in relation to the Charged Assets (and any assets of the relevant Chargor which, when got in, would be Charged Assets) in respect of which the Receiver was appointed, and as varied and extended by the provisions of this Debenture (in the name of or on behalf of the relevant Chargor or in the Receiver's own name and, in each case, at the cost of the relevant Chargor):

- (a) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act;
- (b) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (c) all the powers and rights of an absolute owner and power to do or omit to do anything which the relevant Chargor itself could do or omit to do; and
- (d) the power to do all things (including bringing or defending proceedings in the name or on behalf of the relevant Chargor) which seem to the Receiver to be incidental or conducive to:
 - (i) any of the functions, powers, authorities or discretions which are conferred on or vested in the Receiver;
 - (ii) the exercise of the Collateral Rights (including realisation of all or any part of the assets in respect of which that Receiver was appointed); or
 - (iii) bringing to the Receiver's hands any assets of the relevant Chargor forming part of, or which when got in would be, Charged Assets.

17. APPLICATION OF PROCEEDS

All monies received or recovered and any non-cash recoveries made or received by the Security Agent or any Receiver pursuant to this Debenture or the powers conferred by it shall be applied in accordance with the terms of clause 17 of the Intercreditor Agreement.

18. PROTECTION OF PURCHASERS

18.1 Consideration

The receipt of the Security Agent or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Assets or making any acquisition, the Security Agent

or any Receiver may do so for such consideration (whether cash or non-cash), in such manner and on such terms as it thinks fit.

18.2 Protection of purchasers

No purchaser or other person dealing with the Security Agent or any Receiver shall be bound to inquire whether the right of the Security Agent or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned to inquire whether that power has been properly or regularly exercised by the Security Agent or such Receiver in such dealings.

19. RESPONSIBILITIES OF SECURITY AGENT AND RECEIVERS

19.1 No Obligation to Remain in Possession

If the Security Agent or any Receiver shall take possession of the Charged Assets, it may from time to time in its absolute discretion relinquish such possession.

19.2 No Liability as Mortgagee in Possession

Neither the Security Agent nor any Receiver will be liable, by reason of entering upon or into possession of a Charged Asset (or viewing or repairing any Charged Assets or otherwise), to account as mortgagee in possession in respect of any Charged Assets or for any loss on realisation or for any default or omission in respect of any Charged Assets for which a mortgagee in possession might otherwise be liable.

19.3 Security Agent's Obligation to Account

Neither the Security Agent nor any Receiver shall (either by reason of taking possession of the Charged Assets or for any other reason):

- (a) be liable to account to the relevant Chargor or any other person for anything except the Security Agent's own actual receipts which have not been distributed or paid to such Chargor or the persons entitled (or at the time of payment believed by the Security Agent to be entitled) thereto; or
- (b) be liable to such Chargor or any other person for any costs, losses, liabilities or expenses related to any realisation of any Charged Assets or from any act, default, omission or misconduct of the Security Agent, any Receiver or their respective officers, employees or agents in relation to the Charged Assets or in connection with the Debt Documents unless caused by its own gross negligence or wilful misconduct.

20. POWER OF ATTORNEY

20.1 Appointment and powers

Each Chargor by way of security, with immediate effect upon the occurrence of an Acceleration Event or on the date falling 10 Business Days after the relevant Chargor has failed to perform a further assurance, representation or perfection obligation following written request by the Security Agent, irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:

- (a) carrying out any obligation imposed on such Chargor by this Debenture or any other agreement binding on such Chargor to which the Security Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting and/or releasing the Security created or intended to be created in respect of the Charged Assets); and

- (b) enabling the Security Agent and any Receiver to exercise, or delegate the exercise of, any of the Collateral Rights (including, after the occurrence of an Acceleration Event, the exercise of any right of a legal or beneficial owner of the Charged Assets).

20.2 Ratification

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of the attorney's powers.

21. PAYMENTS

21.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Debenture, the entries made in the accounts maintained by the Security Agent are *prima facie* evidence of the matters to which they relate.

21.2 Certificates and determinations

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

21.3 Payments

All payments under or pursuant to this Debenture (including damages in respect of breaches hereof) shall be made in accordance with the relevant Debt Documents or in such other manner as the Security Agent may agree and direct.

22. EFFECTIVENESS OF SECURITY

22.1 Continuing security

- (a) The Security created by or pursuant to this Debenture shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Security Agent in writing.
- (b) No part of the Security from time to time intended to be created by this Debenture will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

22.2 Cumulative rights

The Security created by or pursuant to this Debenture, and the Collateral Rights, shall be cumulative, in addition to and independent of every other Security which the Security Agent or any other Secured Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law and shall operate as an independent Security notwithstanding any receipt, release or discharge endorsed on or given in respect of or under any such other Security. No prior Security held by the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Charged Assets shall merge into the Security created by this Debenture.

22.3 No prejudice

The Security created by or pursuant to this Debenture, and the Collateral Rights, shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to any Chargor or any other person, or the Security Agent (whether in its capacity as trustee or

otherwise) or any of the other Secured Parties or by any variation of the terms of the trust upon which the Security Agent holds the Security or by any other thing which might otherwise prejudice that Security or any Collateral Right.

22.4 Remedies and waivers

No failure on the part of the Security Agent to exercise, nor any delay on its part in exercising, any Collateral Right, shall operate as a waiver of that Collateral Right or constitute an election to affirm this Debenture. No election to affirm this Debenture on the part of the Security Agent shall be effective unless it is in writing. No single or partial exercise of any Collateral Right shall preclude any further or other exercise of that or any other Collateral Right.

22.5 Partial invalidity

If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Debenture nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the Security intended to be created by or pursuant to this Debenture is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security.

22.6 Waiver of defences

The obligations assumed, and the Security created, by each Chargor under this Debenture, and the Collateral Rights, will not be affected by any act, omission, matter or thing which, but for this Clause 22.6, would reduce, release or prejudice any of its obligations under, or the Security created by, this Debenture (whether or not known to the relevant Chargor or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any Obligor or other member of the Group;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of, any Obligor or any other person;
- (e) any amendment, novation, supplement, extension, restatement (in each case, however fundamental and whether or not more onerous) or replacement of a Debt Documents or any other document or Security or of the Secured Obligations including any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Debt Documents or other document or Security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Debt Documents or any other document or Security or of the Secured Obligations; and
- (g) any insolvency or similar proceedings.

22.7 Chargor intent

Without prejudice to the generality of Clause 22.6 (*Waiver of Defences*), each Chargor expressly confirms that it intends that the Security created under this Debenture, and the Collateral Rights, shall extend from time to time to any (however fundamental and of whatsoever nature, and whether or not

more onerous) variation, increase, extension or addition of or to any of the Debt Documents and/or any facility or amount made available under any of the Debt Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

22.8 Immediate recourse

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any other person before claiming from such Chargor under this Debenture or enforcing the Security created by this Debenture. This waiver applies irrespective of any law or any provision of this Debenture to the contrary.

22.9 Deferral of rights

Until the end of the Security Period, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Debenture:

- (a) to be indemnified by an Obligor or in respect of any other person;
- (b) to claim any contribution from any guarantor or any other person in respect of any Obligor's obligations under the Debt Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Party under the Debt Documents or of any other guarantee or Security taken pursuant to, or in connection with, the Debt Documents by any Secured Party;
- (d) to bring legal or other proceedings for an order requiring any Obligor or other person to make any payment, or perform any obligation, in respect of which any Obligor or other person has given a guarantee, undertaking or indemnity under any Debt Documents;
- (e) to exercise any right of set-off against any Obligor or other person; and/or
- (f) to claim or prove as a creditor of any Obligor or other person in competition with any Secured Party.

If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to any Secured Party by the Obligors under or in connection with the Debt Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with Clause 17 (*Application of Proceeds*).

22.10 Additional Security

The Security created by the Chargors under this Debenture and the Collateral Rights are in addition to and are not in any way prejudiced by any other guarantee or Security now or subsequently held by any Secured Party.

23. PRIOR SECURITY INTERESTS

23.1 Redemption or transfer

Subject to the terms of the Intercreditor Agreement, in the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security against any of the

Charged Assets or in case of exercise by the Security Agent or any Receiver of any power of sale or right of appropriation or application under this Debenture, the Security Agent may redeem such prior Security or procure the transfer thereof to itself.

23.2 Accounts

The Security Agent may settle and agree the accounts of the prior Security and any accounts so settled and agreed will be conclusive and binding on the relevant Chargor.

23.3 Costs of redemption or transfer

All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by the relevant Chargor to the Security Agent on demand together with accrued interest thereon calculated in accordance with the terms of the Senior Facilities Agreement.

24. SUBSEQUENT SECURITY INTERESTS

If the Security Agent (acting in its capacity as trustee or otherwise) or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security, assignment or transfer affecting all or any part of the Charged Assets which is prohibited by the terms of any Finance Documents, all payments thereafter made by or on behalf of the relevant Chargor to the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties will (in the absence of any express contrary appropriation by the relevant Chargor) be treated as having been credited to a new account of such Chargor and not as having been applied in reduction of the Secured Obligations at the time that notice was received.

25. SUSPENSE ACCOUNTS

All monies received, recovered or realised by the Security Agent under this Debenture (including the proceeds of any conversion of currency) may in the discretion of the Security Agent be credited to any interest bearing suspense or impersonal account(s) maintained with any bank, building society, financial institution or other person which the Security Agent considers appropriate (including itself) for so long as it may think fit (the interest being credited to the relevant account) pending their application from time to time at the Security Agent's discretion, in or towards the discharge of any of the Secured Obligations and save as provided herein no party will be entitled to withdraw any amount at any time standing to the credit of any suspense or impersonal account referred to above.

26. RELEASE OF SECURITY

26.1 Release of Security

- (a) Upon the expiry of the Security Period, the Security Agent shall, at the request and cost of the Chargors, promptly take any action which is, in each case, necessary to release the Charged Assets from the Security created by this Debenture in a manner reasonably satisfactory to the Chargor and procure the reassignment to the relevant Chargor of the property and assets assigned to the Security Agent pursuant to this Debenture, in each case subject to Clause 26.2 (Clawback) and without recourse to, or any representation or warranty by, the Security Agent or any of its nominees.
- (b) The action described in paragraph (a) above includes preparing and delivering all documents and instruments (including any termination or release letter or deed) and performing all acts or deeds (including returning title documents, share certificates, related share transfer forms and any other document belonging to a Chargor and sending notifications to the relevant banks and counterparties to any asset subject to an assignment by way of security under this Debenture).

26.2 Clawback

If the Security Agent considers that any amount paid or credited to any Secured Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargors under this Debenture and the Security created by that or those documents will continue and such amount will not be considered to have been irrevocably paid or credited.

27. SET OFF

Each Chargor authorises the Security Agent (but the Security Agent shall not be obliged to exercise such right) to exercise any right of set-off in accordance with the terms of clause 36 (*Set-Off*) of the Senior Facilities Agreement and Clause 17 (*Application of Proceeds*).

28. CHANGES TO THE PARTIES**28.1 No assignments or transfers by Chargor**

No Chargor may assign any of its rights or transfer any of its rights or obligations under this Debenture.

28.2 Assignments by the Security Agent

Subject to the terms of the Senior Facilities Agreement and the Intercreditor Agreement, the Security Agent may assign all or any of its rights under this Debenture. The Security Agent shall be entitled to disclose such information concerning the relevant Chargor and this Debenture as the Security Agent considers appropriate to any actual or proposed direct or indirect assignee or to any person to whom information may be required to be disclosed by any applicable law.

28.3 Successors

This Debenture shall remain in effect despite any amalgamation or merger (however effected) relating to the Security Agent. References to the Security Agent shall include (i) any transferee, assignee or successor in title of the Security Agent, (ii) any entity into which the Security Agent is merged or converted or with which it may be consolidated, (iii) any legal entity resulting from any merger, conversion or consolidation to which such Security Agent is a party and (iv) any other person who, under the laws of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of the Security Agent under this Debenture or to which, under such laws, those rights and obligations have been transferred (such person described in (i) to (iv) being a successor to the Security Agent for all purposes under the Debt Documents).

28.4 Additional Chargors

Each party to this Debenture acknowledges and agrees that a member of the Group may become an Additional Chargor and party to this Debenture by executing and delivering a Security Accession Deed.

Any Chargor irrevocably appoints (and the Company accepts its appointment) as its attorney for the purpose of executing a Security Accession Deed on its behalf.

29. NOTICES

The provisions of clause 37 (*Notices*) of the Senior Facilities Agreement shall apply to this Debenture as if they were set out here in full, *mutatis mutandis*.

30. DISCRETION AND DELEGATION

30.1 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Debenture by the Security Agent or any Receiver may, subject to the terms and conditions of this Debenture, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

30.2 Delegation

Each of the Security Agent and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Debenture (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude the subsequent exercise, any subsequent delegation or any revocation of such power, authority or discretion by the Security Agent or the Receiver itself.

31. GOVERNING LAW

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

32. JURISDICTION

32.1 English Courts

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

32.2 Convenient forum

Each Chargor agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and, accordingly, that no Chargor will argue to the contrary.

32.3 Exclusive jurisdiction

Notwithstanding Clause 32.1 (*English Courts*), the Security Agent may take proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Security Agent may take concurrent proceedings in any number of jurisdictions.

THIS DEBENTURE has been signed by the Security Agent and executed as a deed by the Original Chargors and is delivered by them as a deed on the date stated at the beginning of this Debenture.

SCHEDULE 1
MATERIAL REAL PROPERTY

None at the date of this Debenture.

SCHEDULE 2
BANK ACCOUNTS

Chargor	Account Bank (including address and sort code)	Account Name	Account Number
SCA Investments Limited	Barclays Bank Plc, Level 9, 5 North Colonnade, London E14 4BB 20-78-98	SCA Investments Ltd EUR	██████
SCA Investments Limited	Barclays Bank Plc, Level 9, 5 North Colonnade, London E14 4BB 20-78-98	PREMIUM A/C GBP	██████
SCA Investments Limited	Barclays Bank Plc, Level 9, 5 North Colonnade, London E14 4BB 20-78-98	GOUSTO GBP	██████
SCA Investments Limited	Barclays Bank Plc, Level 9, 5 North Colonnade, London E14 4BB 20-78-98	SCA INVESTMENTS USD	██████
SCA Investments Limited	HSBC, 1 Centenary Square, Birmingham, B1 1HQ, United Kingdom. 400244	SCA Investments Ltd	██████
Bento Technology Limited	Barclays Bank Plc, Level 9, 5 North Colonnade, London E14 4BB 20-78-98	Bento Technology	██████

SCHEDULE 3
SHARES AND INVESTMENTS

SHARES

Chargor	Name of company in which shares are held	Number and type of shares held	Percentage of shares in issue
SCA Investments Limited	Bento Technology Limited	1 Ordinary Share of £1.00 each	100%

INVESTMENTS

Chargor	Nature of Investment	Value of principal amount of Investment	Subscription ID of Investment (if applicable)	Share class (if applicable)	Investor code (if applicable)
SCA Investments Limited	TreasurySpring Bluebird FTF IC FTF shares	GBP 5,000,000.00	[REDACTED]	TreasurySpring Bluebird-IC GBP-BACR[WC]-1M-EXT/SC0468/2023-08-10	SC0468
SCA Investments Limited	TreasurySpring Bluebird FTF IC FTF shares	GBP 5,000,000.00	[REDACTED]	TreasurySpring Bluebird-IC GBP-BACR[WC]-1M-EXT/SC0468/2023-07-05	SC0468

SCHEDULE 4
INTELLECTUAL PROPERTY

Registration Number	Owner	Trademark / Patent / Copyright	Country	Application Date	Registration Date	Renewal Date	Status
018915358	SCA Investments Limited	Trademark	European Union	18/Aug/2023	N/A	N/A	Pending
98145403	SCA Investments Limited	Trademark	USA	22/Aug/2023	N/A	N/A	Pending
018637092	SCA Investments Limited	Trademark	European Union	11/01/2022	24/May/2022	11/Jan/2032	Registered
UK00003697397	SCA Investments Limited	Trademark	United Kingdom	20/Sep/2021	31/Dec/2021	20/Sep/2031	Registered
W01354270	SCA Investments Limited	Trademark	Europe (International Designation)	20/Jan/2017	20/Jan/2017	20/Jan/2027	Registered
1354270	SCA Investments Limited	Trademark	International (Madrid Protocol)	20/Jan/2017	20/Jan/2017	20/Jan/2027	Registered
UK00801354270	SCA Investments Limited	Trademark	United Kingdom	20/Jan/2017	11/Dec/2017	20/Jan/2027	Registered
5388971	SCA Investments Limited	Trademark	USA (International Designation)	20/Jan/2017	30/Jan/2018	20/Jan/2027	Registered
UK00003175627	SCA Investments Limited	Trademark	United Kingdom	20/Jul/2016	14/Oct/2016	20/Jul/2026	Registered
017972576	SCA Investments Limited	Trademark	European Union	24/Oct/2018	08/Mar/2019	24/Oct/2028	Registered
UK00917972576	SCA Investments Limited	Trademark	United Kingdom	24/Oct/2018	08/Mar/2019	24/Oct/2028	Registered
UK00003256501	SCA Investments Limited	Trademark	United Kingdom	13/Sep/2017	08/Dec/2017	13/Sep/2027	Registered

Registration Number	Owner	Trademark / Patent / Copyright	Country	Application Date	Registration Date	Renewal Date	Status
UK00003859246	SCA Investments Limited	Trademark	United Kingdom	14/Dec/2022	07/Apr/2023	14/Dec/2032	Registered
UK00003859245	SCA Investments Limited	Trademark	United Kingdom	14/Dec/2022	31/Mar/2023	14/Dec/2032	Registered
1345300	SCA Investments Limited	Trademark	International (Madrid Protocol)	20/Jan/2017	20/Jan/2017	20/Jan/2027	Registered
UK00003175615	SCA Investments Limited	Trademark	United Kingdom	20/Jul/2016	21/Oct/2016	20/Jul/2026	Registered
UK00003149626	SCA Investments Limited	Trademark	United Kingdom	12/Feb/2016	07/Feb/2020	12/Feb/2026	Registered
UK00003181970	SCA Investments Limited	Trademark	United Kingdom	12/Feb/2016	02/Sep/2016	12/Feb/2026	Registered
UK00003348213	SCA Investments Limited	Trademark	United Kingdom	24/Oct/2018	11/Jan/2019	24/Oct/2028	Registered
5450582	SCA Investments Limited	Trademark	USA (International Designation)	20/Jan/2017	24/Apr/2018	20/Jan/2027	Registered
UK00003256451	SCA Investments Limited	Trademark	United Kingdom	13/Sep/2017	14/Feb/2020	13/Sep/2027	Registered
UK00003256514	SCA Investments Limited	Trademark	United Kingdom	13/Sep/2017	14/Feb/2020	13/Sep/2027	Registered
EP4117998	SCA Investments Limited	Patent	Europe	01/Mar/2021	N/A	01/Mar/2024	Pending
WO2021/181067	SCA Investments Limited	Patent	International	01/Mar/2021	N/A	N/A	Nationalised
US2023/0166902	SCA Investments Limited	Patent	USA	01/Mar/2021	N/A	N/A	Pending

Registration Number	Owner	Trademark / Patent / Copyright	Country	Application Date	Registration Date	Renewal Date	Status
GB2601719	SCA Investments Limited	Patent	United Kingdom	11/Mar/2020	5/Apr/2023	11/Mar/2024	Granted

REGISTERED DOMAIN NAMES

Domain Name	Expiry Data (yyyy/mm/dd)	Registry Location	Registered details
gousto.co.uk	2027-03-20 00:00:00	https://www.123-reg.co.uk/	SCA Investments Limited
nowyourecooking.co.uk	2027-02-27 00:00:00	https://www.123-reg.co.uk/	SCA Investments Limited
GOUSTO.NZ	2024-04-22	https://my.101domain.com/	SCA Investments Limited
GOUSTO.LU	2024-04-19	https://my.101domain.com/	SCA Investments Limited
GOUSTO.JP	2024-04-30	https://my.101domain.com/	SCA Investments Limited
GOUSTO.BE	2024-04-30	https://my.101domain.com/	SCA Investments Limited
bento-by-gousto.co.uk	2024-08-02	https://dcc.godaddy.com/	SCA Investments Limited
bento-by-gousto.com	2024-08-02	https://dcc.godaddy.com/	SCA Investments Limited
bento-tech.co.uk	2028-07-12	https://dcc.godaddy.com/	SCA Investments Limited
bento-tech.com	2028-07-12	https://dcc.godaddy.com/	SCA Investments Limited
bento-tech.io	2028-07-12	https://dcc.godaddy.com/	SCA Investments Limited
bento-tech.net	2028-07-12	https://dcc.godaddy.com/	SCA Investments Limited
bento-tech.org	2028-07-12	https://dcc.godaddy.com/	SCA Investments Limited
bento-technology.co.uk	2028-07-12	https://dcc.godaddy.com/	SCA Investments Limited
bento-technology.com	2028-07-12	https://dcc.godaddy.com/	SCA Investments Limited
bento-technology.io	2028-07-12	https://dcc.godaddy.com/	SCA Investments Limited
bento-technology.net	2028-07-12	https://dcc.godaddy.com/	SCA Investments Limited
bento-technology.org	2028-07-12	https://dcc.godaddy.com/	SCA Investments Limited
bentobygousto.co.uk	2024-08-02	https://dcc.godaddy.com/	SCA Investments Limited
bentobygousto.com	2024-08-02	https://dcc.godaddy.com/	SCA Investments Limited
bentotech.co.uk	2028-07-12	https://dcc.godaddy.com/	SCA Investments Limited
bentotech.io	2028-07-12	https://dcc.godaddy.com/	SCA Investments Limited
bentotech.net	2028-07-12	https://dcc.godaddy.com/	SCA Investments Limited
bentotech.org	2028-07-12	https://dcc.godaddy.com/	SCA Investments Limited
bentotechnology.co.uk	2028-07-12	https://dcc.godaddy.com/	SCA Investments Limited

bentotechnology.io	2028-07-12	https://dcc.godaddy.com/	SCA Investments Limited
bentotechnology.net	2028-07-12	https://dcc.godaddy.com/	SCA Investments Limited
bentotechnology.org	2028-07-12	https://dcc.godaddy.com/	SCA Investments Limited
foodfinderapp.co.uk	2024-04-06	https://dcc.godaddy.com/	SCA Investments Limited
foodfinderapp.com	2024-04-06	https://dcc.godaddy.com/	SCA Investments Limited
gousto-bento.co.uk	2024-08-02	https://dcc.godaddy.com/	SCA Investments Limited
gousto-bento.com	2024-08-02	https://dcc.godaddy.com/	SCA Investments Limited
gousto-bento.info	2025-01-10	https://dcc.godaddy.com/	SCA Investments Limited
gousto.au	2024-05-24	https://dcc.godaddy.com/	SCA Investments Limited
gousto.biz	2024-04-21	https://dcc.godaddy.com/	SCA Investments Limited
gousto.careers	2024-03-04	https://dcc.godaddy.com/	SCA Investments Limited
gousto.cc	2025-06-15	https://dcc.godaddy.com/	SCA Investments Limited
gousto.dev	2025-03-04	https://dcc.godaddy.com/	SCA Investments Limited
GOUSTO.DK	2024-06-29	https://dcc.godaddy.com/	SCA Investments Limited
gousto.engineering	2025-03-04	https://dcc.godaddy.com/	SCA Investments Limited
GOUSTO.ES	2024-06-30	https://dcc.godaddy.com/	SCA Investments Limited
gousto.global	2025-06-15	https://dcc.godaddy.com/	SCA Investments Limited
GOUSTO.IT	2024-06-29	https://dcc.godaddy.com/	SCA Investments Limited
gousto.london	2025-06-15	https://dcc.godaddy.com/	SCA Investments Limited
gousto.ltd	2025-06-15	https://dcc.godaddy.com/	SCA Investments Limited
gousto.net	2032-04-10	https://dcc.godaddy.com/	SCA Investments Limited
GOUSTO.NL	2024-06-29	https://dcc.godaddy.com/	SCA Investments Limited
gousto.online	2025-06-15	https://dcc.godaddy.com/	SCA Investments Limited
GOUSTO.PL	2024-06-30	https://dcc.godaddy.com/	SCA Investments Limited
GOUSTO.SE	2024-07-01	https://dcc.godaddy.com/	SCA Investments Limited
gousto.solutions	2025-06-15	https://dcc.godaddy.com/	SCA Investments Limited
gousto.tech	2025-03-04	https://dcc.godaddy.com/	SCA Investments Limited
goustobento.co.uk	2024-08-02	https://dcc.godaddy.com/	SCA Investments Limited

goustobento.com	2028-08-02	https://dcc.godaddy.com/	SCA Investments Limited
GOUSTOBOX.CO.UK	2028-08-06	https://dcc.godaddy.com/	SCA Investments Limited
GOUSTOBOX.COM	2028-08-06	https://dcc.godaddy.com/	SCA Investments Limited
goustocooking.co.uk	2024-01-19	https://dcc.godaddy.com/	SCA Investments Limited
goustocooking.com	2024-01-19	https://dcc.godaddy.com/	SCA Investments Limited
gousto.recipes	May 26, 2024, 16:06 (UTC:+01:00)	AWS - Production Account	SCA Investments Limited
gousto.uk	October 03, 2023, 10:01 (UTC:+01:00)	AWS - Production Account	SCA Investments Limited
gous.to		AWS - Production Account	SCA Investments Limited
goostoh.co.uk	September 28, 2023, 16:24 (UTC:+01:00)	AWS - Production Account	SCA Investments Limited
gousto.tv	March 28, 2024, 13:07 (UTC:+00:00)	AWS - Production Account	SCA Investments Limited
gousto.io	March 28, 2024, 13:07 (UTC:+00:00)	AWS - Production Account	SCA Investments Limited
gousto.org	March 28, 2024, 13:06 (UTC:+00:00)	AWS - Production Account	SCA Investments Limited
gousto.me	March 28, 2024, 13:06 (UTC:+00:00)	AWS - Production Account	SCA Investments Limited
gousto.academy	March 04, 2024, 17:53 (UTC:+00:00)	AWS - Production Account	SCA Investments Limited
gousto.info	June 26, 2024, 14:37 (UTC:+01:00)	AWS - Beta Account	SCA Investments Limited

SCHEDULE 5
INSURANCE POLICIES

Chargor	Insurer(s)	Policy Description	Policy Number
SCA Investments Limited (including cover for Bento Technology Limited)	Aviva Insurance Limited (40%)	Commercial Combined (Multi Insurer Policy)	[REDACTED]
	NFU Mutual Services Ltd (30%)		[REDACTED]
	Royal & Sun Alliance Insurance Ltd (20%)		[REDACTED]
	AXA Insurance UK Plc (10%)		[REDACTED]
	NMU	Engineering Computers	[REDACTED]
SCA Investments Limited	NFU Mutual Services Ltd	Fleet Rated Commercial Motor	[REDACTED]
	Zurich Insurance PLC	Hired in Plant - Contractors plant	[REDACTED]
	Zurich Insurance PLC	Engineering Inspection - Engineering	[REDACTED]
	Aviva Insurance Limited	Deterioration of Stock (Portacabin at F1 & F4) - Deterioration of stock	[REDACTED]
	Chubb European Group SE	Chubb PA and Business Travel	[REDACTED]
	CFC Underwriting Ltd underwritten by Lloyd's	Cyber Package	[REDACTED]
Bento Technology Limited	CFC Underwriting Ltd underwritten by CFC Underwriting Ltd	PI Combined	[REDACTED]

SCHEDULE 6
FORM OF NOTICE OF SECURITY TO ACCOUNT BANK

To: [Account Bank/other financial institution]

Date: []

We give you notice that, by a first ranking Debenture dated [] (the “**Debenture**”), we have [assigned] / [charged by way of fixed charge] to [] (the “**Security Agent**”) as trustee for the Secured Parties all of our right, title and interest in and to and all monies (including interest) from time to time standing to the credit of, the account[s] listed below maintained with your [bank/building society/financial institution] (including any renewal, redesignation, replacement, subdivision or subaccount of such account) and the debt or debts represented thereby:

Account Name[s]: []

Sort Code[s]: []

Account No[s]: []

[repeat list as necessary]

We irrevocably instruct and authorise you to disclose to the Security Agent without any reference to or further authority from us and without any inquiry by you as to the justification for such disclosure, such information relating to [the]/[any] account[s] maintained with you from time to time as the Security Agent may request you to disclose to it.

We further instruct and authorise you to act only in accordance with the Security Agent’s instructions following receipt by you of a notice of the occurrence of [an Acceleration Event] issued by the Security Agent. Until such notice is received by you, we are authorised by the Security Agent to receive, withdraw or otherwise transfer any credit balance from time to time on any Account.

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at [] marked for the attention of [].

.....
for and on behalf of the
[CHARGOR]

**Form of Acknowledgement of Notice of
Security by Account Bank**

To: [] as trustee for the Secured Parties (the “**Security Agent**”)

Date:

We confirm receipt from *[Enter Chargor Name]* (the “**Chargor**”) of a notice dated [] of [an assignment]/[a fixed charge] upon the terms of a first ranking Debenture dated [] (the “**Debenture**”) of all the Chargor’s right, title and interest in and to, and all monies (including interest) from time to time standing to the credit of the following account[s] which [is/are] maintained with us and the debt or debts represented thereby:

[List relevant accounts here]

(the “**Account[s]**”).

We confirm that the balance standing to the Account[s] at today’s date is [], no fees or periodic charges are payable in respect of the Account[s] and there are no restrictions on (a) the payment of the credit balance on the Account[s] [(except, in the case of a time deposit, the expiry of the relevant period)] or (b) the creation of Security over the Account[s] in favour of the Security Agent or any third party.

We unconditionally and irrevocably waive all rights of set-off, lien, combination or consolidation of accounts and security in respect of any Account[s] and similar rights (however described) which we may have now or in the future in respect of [each of] the Account[s] or the balance thereon to the extent that such rights relate to amounts owed to us by the Chargor.

We confirm that we have not received notice of the interest of any third party in [any of] the Account[s] and will not, without the Security Agent’s prior written consent, amend or vary any rights attaching to the Account[s].

We will, following receipt by us of a notice of the occurrence of [an Acceleration Event] issued by the Security Agent, act only in accordance with the instructions given by persons authorised by the Security Agent and we shall send all statements and other notices given by us relating to the Account[s] to the Security Agent.

This letter and all non-contractual obligations arising out of or in connection with it are to be governed by and will be construed in accordance with English law.

.....
for and on behalf of
[Account Bank/other financial institution]

cc. *[Enter Chargor Name]*

SCHEDULE 7

FORM OF NOTICE OF ASSIGNMENT

To: [insert name and address of [counterparty]/[domain name registrar]] Dated: [●]

Dear Sirs

Re: [here identify the relevant Intercompany Receivable or Insurance Policy] (the “Agreement”) / [here identify the relevant Domain Name (including the web address (if applicable))] (the “Domain Name”)

We notify you that, [insert name of Chargor] (the “Chargor”) has [charged in favour of]/[assigned to] [insert name of Security Agent] (the “Security Agent”) for the benefit of itself and certain other banks and financial institutions (the “Secured Parties”) all its right, title and interest in the [Agreement] [Domain Name] as security for certain obligations owed by the Chargor to the Secured Parties by way of a Debenture dated [●] 2023 (the “Security Agreement”).

We further notify you that:

1. you may continue to deal with the Chargor in relation to the [Agreement]/[Domain Name] until you receive written notice to the contrary in accordance with paragraph 2 below from the Security Agent;
2. following receipt by you of a written notice specifying that an Acceleration Event has occurred (and not at any other time), the Chargor will cease to have any right to deal with you in relation to the [Agreement]/[Domain Name] and therefore from that time you should deal only with the Security Agent;
3. you are authorised to disclose information in relation to the [Agreement]/[Domain Name] to the Security Agent on request but only to the extent such disclosure does not breach any confidentiality or other restrictions in the [Agreement]/[Domain Name];
4. after receipt of written notice in accordance with paragraph 2 above, you must pay all monies to which the Chargor is entitled under the [Agreement]/[Domain Name] direct to the Security Agent (and not to the Chargor) unless the Security Agent otherwise agrees in writing; and
5. the provisions of this notice may only be revoked with the written consent of the Security Agent.

We confirm that:

1. we will remain liable [under]/[in respect of] the [Agreement]/[Domain Name] to perform all the obligations assumed by us [under]/[in respect of] the [Agreement]/[Domain Name]; and
2. none of the Security Agent, 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 [Agreement]/[Domain Name].

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

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (b) you have not received notice that the Chargor has assigned its rights under the [Agreement]/[Domain Name] to a third party or created any other interest (whether by way of security or otherwise) in the [Agreement]/[Domain Name] in favour of a third party; and

- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Chargor any right of set-off, counter-claim or other right relating to the [Agreement]/[Domain Name].

The provisions of this notice and non-contractual obligations arising under or in connection with it are governed by English law.

Yours faithfully

.....

for and on behalf of [*insert name of Chargor*]

[*On acknowledgement copy*]

To: [*insert name and address of Security Agent*]

Copy to: [*insert name and address of Chargor*]

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

.....

for and on behalf of

[*insert name of Counterparty*]

Dated:

SCHEDULE 8

FORM OF SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on [•]

BETWEEN:

- (1) [•], (registered in [•] with company registration number [•]) (the “**Additional Chargor**”); and
- (2) [•] as trustee for each of the Secured Parties (the “**Security Agent**”).

RECITALS:

- A. The Additional Chargor has agreed to enter into this Security Accession Deed and to become a Chargor under a debenture dated [•] between [•] and [•] as Original Chargor and the Security Agent as amended and supplemented by earlier Security Accession Deeds (if any) (the “**Debenture**”).
- B. This Security Accession Deed is supplemental to the Debenture.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless defined in this Security Accession Deed, or the context otherwise requires, a term defined in or incorporated by reference into the Debenture has the same meaning in this Security Accession Deed, or in any notice given under or in connection with this Security Accession Deed.

1.2 Interpretation and construction

- (a) Clause 1.2 (*Terms defined in other Documents*), Clause 1.3 (*Construction*), Clause 1.4 (*Third party rights*) and Clauses 1.5 (*Present and future assets*) to 1.8 (*Security Agent assumes no obligation*) (inclusive) of the Debenture are deemed to form part of this Security Accession Deed as if expressly incorporated into it and as if all references in those clauses to the Debenture were references to this Security Accession Deed.
- (b) All the provisions contained in the Debenture in relation to the Security created by it and all the powers and rights conferred on the Security Agent and any Receiver in relation to the Security created by the Debenture shall extend and apply to the Security created by this Security Accession Deed.
- (c) The Debenture and this Security Accession Deed shall be read together and construed as one instrument.
- (d) This Security Accession Deed is a Finance Document.

2. ACCESSION OF ADDITIONAL CHARGOR

2.1 Accession

With effect from the date of this Security Accession Deed, the Additional Chargor:

- (a) agrees to be a party to the Debenture as a Chargor; and

- (b) agrees to be bound by all the terms of the Debenture which are expressed to be binding on a Chargor as if it had originally been a party to it as a Chargor (but so that the Security created by virtue of this deed shall be created on the date of this Security Accession Deed).

2.2 Consent of existing Chargors

The Additional Chargor agrees and consents to the terms of this Security Accession Deed and further agrees that its execution shall not, in any way, prejudice or affect the Security granted by each of the existing Chargors pursuant to (and the covenants given by each of them in) the Debenture or any other Security Accession Deed.

2.3 Covenant to pay

The Additional Chargor covenants with the Security Agent that it shall, on demand of the Security Agent pay, discharge and satisfy the Secured Obligations on the date(s) on which such Secured Obligations are expressed to become due and in the manner provided for in the Debt Documents.

3. COMMON PROVISIONS

3.1 Common provisions as to all Security

All the Security created by or pursuant to this Security Accession Deed is:

- (a) created with full title guarantee;
- (b) created in favour of the Security Agent as trustee for the Secured Parties and the Security Agent shall hold the benefit of this Security Accession Deed and the Security created by or pursuant to it on trust for the Secured Parties; and
- (c) continuing security for the payment and discharge of all the Secured Obligations.

4. SPECIFIC SECURITY

4.1 Mortgage of Material Real Property

The Additional Chargor charges, by way of first legal mortgage, the Material Real Property listed in Schedule 1 (*Material Real Property*) of this Security Accession Deed.

4.2 Fixed charge over Material Real Property

The Additional Chargor charges (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 4.1 (*Mortgage of Material Real Property*)), by way of first fixed charge, all of its rights, title and interest from time to time in and to all its Material Real Property and all Related Rights.

4.3 Fixed charge over Tangible Moveable Property

The Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Tangible Moveable Property and all Related Rights.

4.4 Fixed charge over Accounts

The Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Accounts and all Related Rights.

4.5 Fixed charge over Monetary Claims

The Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Monetary Claims (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Security Accession Deed) and all Related Rights (to the extent not already charged under this Clause 4.5).

4.6 Fixed charge over Investments

The Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Investments including, without limitation, those listed in Schedule 3 (*Shares and Investments*) of this Security Accession Deed and all dividends, interest and other monies payable in respect of those Investments and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

4.7 Fixed charge over Shares

The Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Shares including, without limitation, those listed in Schedule 3 (*Shares and Investments*) of this Security Accession Deed and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

4.8 Fixed charge over Intellectual Property

The Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Intellectual Property including, without limitation, those listed in Schedule 4 (*Intellectual Property*) of this Security Accession Deed and all Related Rights.

4.9 Fixed charge over goodwill

The Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all goodwill of the Additional Chargor and all Related Rights.

4.10 Fixed charge over uncalled capital

The Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all uncalled capital of the Additional Chargor and all Related Rights.

4.11 Fixed charge over Specific Contracts

Each Chargor charges by way of fixed charge all of its right, title and interest from time to time in and to all Specific Contracts of that Chargor and all Related Rights.

4.12 Fixed charge over other assets

Each Chargor charges (to the extent not validly and effectively assigned pursuant to Clauses 4.13 (*Assignment of Intercompany Receivables*) and Clause 4.14 (*Assignment of Insurance Policies*)), by way of first fixed charge, all of its rights, title and interest from time to time in and to each Specific Contract, each Intercompany Receivable and each Insurance Policy of that Chargor and all Related Rights in relation to each of those assets.

4.13 Assignment of Intercompany Receivables

Each Chargor assigns and agrees to assign absolutely, subject to a proviso for re-assignment on the Senior Discharge Date, all of its rights, claims, title and interest from time to time in and to the proceeds of each Intercompany Receivable of that Chargor.

4.14 Assignment of Insurance Policies

Each Chargor assigns and agrees to assign absolutely, subject to a proviso for re-assignment on the Senior Discharge Date, all of its rights, claims, title and interest from time to time in and to the proceeds of each Insurance Policy of that Chargor.

4.15 Assignment of registered domain names

Each Chargor assigns and agrees to assign absolutely, subject to a proviso for re-assignment on the Senior Discharge Date, all of its rights, claims, title and interest from time to time in and to its interest in and rights to any Domain Names.

5. FLOATING CHARGE

5.1 Floating charge

- (a) The Additional Chargor charges by way of first floating charge in favour of the Security Agent all present and future assets and undertaking of the Additional Chargor.
- (b) The floating charge created pursuant to paragraph (a) of Clause 5.1 above shall be deferred in point of priority to all Fixed Security validly and effectively created by the Additional Chargor under the Debt Documents in favour of the Security Agent as security for the Secured Obligations.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph (a) of Clause 5.1 above.

6. POWERS OF ATTORNEY

6.1 Security power of attorney

The Additional Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney in accordance with the terms set out in Clause 20.1 (*Appointment and powers*) and Clause 20.2 (*Ratification*) of the Debenture.

6.2 Additional Chargers

The Additional Chargor irrevocably appoints the Company as its attorney for the purpose of executing a Security Accession Deed relating to any other member of the Group on its behalf.

7. NEGATIVE PLEDGE AND RESTRICTION ON DEALINGS

Except as permitted under the Senior Facilities Agreement, the Additional Chargor shall not at any time during the Security Period create or permit to subsist any Security over all or any part of its Charged Assets or dispose of or otherwise deal with any part of its Charged Assets.

8. IMPLIED COVENANTS FOR TITLE

- 8.1 Any reference in this Security Accession Deed to “full title guarantee” shall, in relation to any Real Property that is an Excluded Asset, exclude the covenant implied by section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994.

8.2 The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 4 (*Specific Security*) or Clause 5 (*Floating charge*).

8.3 It shall be implied in respect of Clause 4 (*Specific Security*) and Clause 5 (*Floating charge*) that the Additional Chargor is disposing of the Charged Assets free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

9. APPLICATION TO HM LAND REGISTRY

The Additional Chargor consents to an application being made to HM Land Registry to enter the following restriction in the Proprietorship Register of any registered land forming part of the Material Real Property:

“No disposition of the registered estate by the proprietor of the registered estate[, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction,] is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of [] referred to in the charges register [or their conveyancer].”

10. FURTHER ADVANCES

(a) Subject to the terms of the Debt Documents, each Lender is under an obligation to make further advances to the Additional Chargor (if a Borrower) and that obligation will be deemed to be incorporated in this Security Accession Deed as if set out in this Security Accession Deed.

(b) To the extent applicable, the Additional Chargor (if a Borrower) consents to an application being made to HM Land Registry to enter the obligation to make further advances on the Charges Register of any registered land constituting Material Real Property and forming part of its Charged Assets.

11. EXTENSION OF POWER OF SALE

The power of sale or other disposal conferred on the Security Agent and on any Receiver by the Debenture and this Security Accession Deed shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Security Accession Deed.

12. RESTRICTIONS

The restrictions contained in sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Security Accession Deed or to the exercise by the Security Agent of its right to consolidate all or any of the Security created by or pursuant to this Security Accession Deed with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Security Agent without notice to the Additional Chargor on or at any time after the Security created by or pursuant to this Security Accession Deed has become enforceable in accordance with Clause 13.1 (*Enforcement*) of the Debenture.

13. NOTICES

The Additional Chargor confirms that its address details for notices are as follows:

Address: [•]

Fax number: [•]

Attention: [•]

14. **GOVERNING LAW**

This Security Accession Deed and all non-contractual obligations arising out of or in connection with it are governed by English law.

THIS SECURITY ACCESSION DEED has been signed by the Security Agent and executed as a deed by the Additional Chargor and the Company and is delivered by them as a deed on the date stated at the beginning of this Security Accession Deed.

SCHEDULE 1
Material Real Property

SCHEDULE 2
Bank Accounts

SCHEDULE 3
Shares and Investments

SCHEDULE 4
Intellectual Property

SCHEDULE 5
Insurance Policies

EXECUTION PAGE TO SECURITY ACCESSION DEED

The Additional Chargor

EXECUTED AS A DEED

by [NAME OF ADDITIONAL CHARGOR])

..... Signature of director

..... Name of director

in the presence of

..... Signature of witness

..... Name of witness

..... Address of witness

.....

The Company

EXECUTED AS A DEED

by []

..... Signature of director

..... Name of director

in the presence of

..... Signature of witness

..... Name of witness

..... Address of witness

.....

The Security Agent

For and on behalf of

[NAME OF SECURITY AGENT]

By:

Name:

Title:

EXECUTION PAGES TO DEBENTURE

The Original Chargors

EXECUTED AS A DEED)
by SCA INVESTMENTS LIMITED)
)

[Redacted Signature]

Signature of director

Nicholas Buckle

Name of director

in the presence of

[Redacted Signature]

Signature of witness

Andrea Fryer

Name of witness

85 Queens Road

Address of witness

Richmond TW10 6Hj

[Project Rhea: signature page to the Debenture]

The Original Chargors

EXECUTED AS A DEED)

by **BENTO TECHNOLOGY LIMITED**)

)



..... Signature of director

Nicholas Buckle

..... Name of director

in the presence of



..... Signature of witness

Andrea Fryer

..... Name of witness

85 Queens Road Richmond

..... Address of witness

Surrey TW10 6HJ

[Project Rhea: signature page to the Debenture]

The Security Agent

For and on behalf of

KROLL TRUSTEE SERVICES LIMITED

By:

A black rectangular box redacting the signature of Fergus McWilliams.

Name: Fergus McWilliams

Title: Transaction Manager