



Registration of a Charge

Company name: **LAWBIT LIMITED**

Company number: **08066586**

Received for Electronic Filing: **28/08/2019**



X8CSVVHD

Details of Charge

Date of creation: **09/08/2019**

Charge code: **0806 6586 0003**

Persons entitled: **ADG CORPORATE LTD**

Brief description:

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:

KNIGHTS PROFESSIONAL SERVICES LIMITED



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8066586

Charge code: 0806 6586 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th August 2019 and created by LAWBIT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th August 2019 .

Given at Companies House, Cardiff on 29th August 2019

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**

DAC BEACHCROFT

Dated 9 August 2019

- (1) The companies listed in Schedule 1 (as Chargors, as defined below)
- (2) The company listed in Schedule 2 (as Guarantor, as defined below)
- and -
- (3) ADG Corporate Ltd

Security Agreement

This deed is subject to the terms of the Intercreditor Deed (as defined herein)

We hereby certify this to be a true copy of the original


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SECURITY AGREEMENT - LAWBITE

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THIS DEED is made the 7th day of August 2019

BETWEEN:

- (1) The companies listed in Schedule 1 (each a "Chargor" and together the "Chargors"); and
- (2) The company listed in Schedule 2 (the "Guarantor"); and
- (3) ADQ Corporate Ltd a private limited company incorporated in England and Wales with registered number 10527587, whose registered office is at Floor 3, 10 Chiswell Street, London EC1Y 4UG trading as Prefcap, as security trustee for the Secured Parties (as defined below) (the "Security Agent").

BACKGROUND:

- (A) The Noteholders have agreed to subscribe for Loan Notes (as defined below) in accordance with the Loan Note Instrument (each as defined below).
- (B) It is a condition precedent to the subscription of the Loan Notes under the Loan Note Instrument that the Chargor provides security to the Security Agent to secure the payment and discharge of the Secured Liabilities.
- (C) The Chargors have agreed to provide security to the Security Agent to secure the payment and discharge of the Secured Liabilities.
- (D) This Deed is subject to the terms of the Intercreditor Deed (defined below).
- (E) It is intended that this document takes effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

NOW IT IS HEREBY AGREED as follows:

PART A: PRELIMINARY

1. DEFINITIONS

1.1 In this Deed:

"Account"	means any account of a Chargor with any bank, financial institution or other person.
"Act"	means the Law of Property Act 1925.
"Authorisation"	means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.
"Book Debts"	means all and any sums of money that are at any time owing to any Chargor (both at present and in the future) and arising in the ordinary course of trading.

"CA 2006"

means the Companies Act 2006.

"Cash Proceeds"

means:

- (a) proceeds of the Security Property which are in the form of cash; or
- (b) any cash which is generated by holding, managing, exploiting, collecting, realising or disposing of any proceeds of the Security Property which are in the form of consideration in a form other than cash.

"Equipment"

means all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by a Chargor and its interest in any equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property in its possession, in each case including any part of it and all spare parts, replacements, modifications and additions.

"Event of Default"

shall have the meaning given to that term in the Loan Note Instrument.

"Existing Security"

means

- (a) the Security created by Lawbit Limited pursuant to a debenture granted by Lawbit Limited in favour of Clive Rich and Morgan Lloyd Trustees Limited as trustees for the Lawbite Pension Scheme dated 22 October 2014 ("**Pension Debenture**"); and
- (b) the Security created by Lawbit Limited pursuant to a debenture granted by Lawbit Limited in favour of The Department for Enterprise (a Department of the Isle of Man Government) dated 5 January 2018 ("**IOM Debenture**").

"Group"

shall have the meaning given to that term in the Loan Note Instrument.

"Intellectual Property Rights"

means:

- a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, topography rights, domain names, moral rights, inventions, confidential information, knowhow and any other associated or similar intellectual property rights and interests anywhere in the world (which may now or in the future subsist), and, in each case, whether registered or unregistered; and
- b) the benefit of all applications, rights to apply for and rights to use such assets (including, without limitation, any licences and sub-licences of the same granted by it or to it) of a Chargor (which may now or in the future subsist).

"Intercreditor Deed"

means the Intercreditor deed entered into on or about the date of this Deed between, among others (i) ADG Corporate Ltd (ii) the Department for Enterprise (a department of the Isle of Man Government) and (iii) LawBit Limited, LawBriefs Limited and LawBit Isle of Man Limited.

"Investments"

means:

- (a) all shares in any member of the Group (other than itself) owned by a Chargor or held by any nominee or trustee on its behalf; and
- (b) all other shares, stocks, debentures, bonds or other securities or investments owned by a Chargor or held by any nominee or trustee on its behalf.

"Loan Note Instrument"

the £500,000 secured fixed rate loan note instrument dated on or around the date of this Deed entered into by LawBit Limited and ADG Corporate Ltd as amended from time to time.

"Loan Notes"	the, in aggregate, £500,000 secured fixed rate loan notes issued or to be issued pursuant to the Loan Note Instrument.
"Mortgaged Property"	means all freehold or leasehold property included in the definition of Security Asset.
"Noteholders"	shall have the meaning given to that term in the Loan Note Instrument.
"Party"	means a party to this Deed.
"Receiver"	means a receiver or receiver and manager or administrative receiver, in each case appointed under this Deed.
"Relevant Contract"	means each contract or agreement which a Chargor has the benefit of and in relation to which Book Debts are, or may become, payable.
"Secured Liabilities"	means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor to any Secured Party under each Transaction Document, including without limitation under clause 17 of this Deed.
"Secured Parties"	means the Security Agent, the Noteholders, or any delegate of, or receiver appointed by, the Security Agent, under or in connection with this Deed.
"Security"	means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.
"Security Asset"	means any asset of a Chargor which is, or is expressed to be, subject to any Security created by this Deed.
"Security Period"	means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.
"Security Property"	means:

-
- (a) the Transaction Security expressed to be granted in favour of the Security Agent as trustee for the Secured Parties and all proceeds of that Transaction Security;
 - (b) all obligations expressed to be undertaken by a Chargor to pay amounts in respect of the Secured Liabilities to the Security Agent as trustee for the Secured Parties and secured by the Transaction Security together with all representations and warranties expressed to be given by a Chargor in favour of the Security Agent as trustee for the Secured Parties;
 - (c) the Security Agent's interest in any trust fund created pursuant to the Intercreditor Deed; or
 - (d) any other amounts or property, whether rights, entitlements, choses in action or otherwise, actual or contingent, which the Security Agent is required by the terms of the Transaction Documents to hold as trustee on trust for the Secured Parties.

"Subsidiary"

means a subsidiary (as defined in Section 1159, CA 2006) or a subsidiary undertaking (as defined in Section 1163, CA 2006) and "Subsidiaries" shall be construed accordingly.

"Transaction Security"

means the Security created or evidenced or expressed to be created or evidenced under or pursuant to the Transaction Documents.

1.2 Construction

- 1.2.1 Capitalised terms defined in the Loan Note Instrument have the same meaning in this Deed unless expressly defined in this Deed.
- 1.2.2 The provisions of clause 1.2 (Interpretation) of the Loan Note Instrument apply to this Deed as though they were set out in full in this Deed except that references to the Loan Note Instrument will be construed as references to this Deed.
- 1.2.3 Unless a contrary indication appears, a reference in this Deed to:

(a) a Transaction Document or any other agreement or instrument is a reference to that Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated;

(b) any **rights** in respect of an asset includes:

- (i) all amounts and proceeds paid or payable;
- (ii) all rights to make any demand or claim; and
- (iii) all powers, remedies, causes of action, security, guarantees and indemnities,

In each case in respect of or derived from that asset;

(c) any share, stock, debenture, bond or other security or investment includes:

- (i) any dividend, interest or other distribution paid or payable;
- (ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

In each case in respect of that share, stock, debenture, bond or other security or investment; and

(d) the term **this Security** means any Security created by this Deed.

1.2.4 Any covenant of a Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.

1.2.5 The terms of the other Transaction Documents and of any other agreement or instrument between any Parties in relation to any Transaction Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.2.6 If the Security Agent considers that an amount paid to a Secured Party under a Transaction Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.

1.2.7 Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

1.3 Third party rights

-
- 1.3.1 Unless expressly provided to the contrary in a Transaction Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 ("Third Parties Act") to enforce or to enjoy the benefit of any term of this Deed.
 - 1.3.2 Notwithstanding any term of any Transaction Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
 - 1.3.3 Any Receiver may enforce and enjoy the benefit of any clause which expressly confers rights on it, subject to clause 1.3.2 above and the provisions of the Third Parties Act.

1.4 Joint and several Chargers

Where two or more persons purport to create Security over a Security Asset under this Deed then:

- 1.4.1 they (or such of them as have the joint interest in the relevant Security Asset) shall be deemed to have jointly mortgaged, charged and/or assigned, as appropriate, their joint interest in the relevant Security Asset;
- 1.4.2 each person shall be deemed to have mortgaged, charged and/or assigned, as appropriate, its individual interest (if any) in the relevant Security Asset; and
- 1.4.3 each person shall be deemed to have confirmed the Security granted by the others.

1.5 Intercreditor Deed

This Security is subject to the terms of the Intercreditor Deed.

2. CREATION OF SECURITY

2.1 General

- 2.1.1 Each Charger must pay or discharge the Secured Liabilities in the manner provided for in the Transaction Documents. This Security is subject to the Existing Security, and references to any 'first charge' in this document shall be construed accordingly and shall be subject to the Existing Security.
- 2.1.2 All the security created under this Deed:
 - (a) is created in favour of the Security Agent;
 - (b) is created over present and future assets of the Charger;
 - (c) is security for the payment of all the Secured Liabilities; and
 - (d) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- 2.1.3 The Security Agent declares that it holds the Security Property on trust for the Secured Parties on such terms as may be agreed between them from time to time.

2.2 Land

2.2.1 Each Chargor charges:

- (a) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the real property (if any) specified in Schedule 3; and
- (b) (to the extent that they are not either the subject of a mortgage under clause (a) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.

2.2.2 A reference in this clause 2 to a mortgage or charge of any freehold or leasehold property includes:

- (a) all buildings, fixtures, fittings and fixed plant and machinery on that property;
- (b) the proceeds of sale of any part of that property; and
- (c) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Investments

The Chargor charges by way of a first fixed charge its interest in all its Investments.

2.4 Equipment

To the extent that they are not the subject of a mortgage or a first fixed charge under clause 2.2 (Land), each Chargor charges by way of a first fixed charge all Equipment.

2.5 Credit balances

Each Chargor charges by way of a first fixed charge all of its rights in respect of any Account, any amount standing to the credit of any Account and the debt represented by it.

2.6 Book debts etc.

Each Chargor charges by way of a first fixed charge:

- 2.6.1 all of its book and other debts;
- 2.6.2 all other moneys due and owing to it; and
- 2.6.3 the benefit of all rights in relation to any item under clauses 2.6.1 to 2.6.2 above.

2.7 Intellectual Property

Each Chargor charges by way of a first fixed charge:

-
- 2.7.1 all its Intellectual Property Rights;
 - 2.7.2 all fees, royalties relating to or deriving from any of its Intellectual Property Rights; and
 - 2.7.3 other rights of every kind relating to or deriving from any of its Intellectual Property Rights.

2.8 Insurances

- 2.8.1 Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of Insurance taken out by it or on its behalf or in which it has an interest (together, the "**Insurance Rights**"),
- 2.8.2 To the extent that they have not been effectively assigned under clause 2.8.1, each Chargor charges by way of a first fixed charge all of its Insurance Rights.

2.9 Other contracts

- 2.9.1 Each Chargor:
 - (a) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:
 - (i) under each Relevant Contract; and
 - (ii) under any document, agreement or instrument to which it and any nominee or trustee is party in respect of an Investment; and
 - (b) charges by way of a first fixed charge all of its rights under any other document, agreement or instrument to which it is a party except to the extent that it is subject to any fixed security created under any other term of this clause 2.
- 2.9.2 To the extent that they have not been effectively assigned under clause 2.9.1(a) above, each Chargor charges by way of a first fixed charge all of its rights listed under clause 2.9.1(a) above.

2.10 Miscellaneous

Each Chargor charges by way of first fixed charge:

- 2.10.1 its goodwill;
- 2.10.2 the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- 2.10.3 the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in clause 2.10.2 above;
- 2.10.4 its uncalled capital; and
- 2.10.5 the benefit of all rights in relation to any item under clauses 2.10.1 to 2.10.4 above.

2.11 Floating charge

- 2.11.1 Each Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this clause 2.
- 2.11.2 Except as provided below, the Security Agent may by notice to the relevant Chargor convert the floating charge created by this clause 2.11 (Floating charge) into a fixed charge as regards any of the relevant Chargors' assets specified in that notice if:
- (a) an Event of Default is continuing; or
 - (b) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- 2.11.3 The floating charge created by this clause 2.11 (Floating charge) may not be converted into a fixed charge solely by reason of:
- (a) the obtaining of a moratorium; or
 - (b) anything done with a view to obtaining a moratorium,
- under section 1A of the Insolvency Act 1986.
- 2.11.4 The floating charge created by this clause 2.11 (Floating charge) will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of a Chargor's assets if an administrator is appointed for that Chargor or the Security Agent receives notice of an intention to appoint an administrator for that Chargor.
- 2.11.5 The floating charge created by this clause 2.11 (Floating charge) is a **qualifying floating charge** for the purpose of clause 14 of Schedule B1 to the Insolvency Act 1986.

3. EXCLUDED ASSETS

Unless otherwise expressly agreed in writing between the relevant Chargor and the Security Agent after the date on which it becomes a party to this Deed, there shall be excluded from the Security created by clauses 2.1 to 2.10 (Inclusive) (Creation of Security) and from the operation of any further assurance provisions contained in the Transaction Documents: any asset or undertaking which a Chargor is at any time prohibited (whether conditionally or unconditionally) from creating Security on or over by reason of a legal requirement to the extent of that prohibition and for so long as such prohibition is in existence or until consent has been received from the third party.

4. RESTRICTIONS ON DEALINGS

4.1 Security

Except as expressly allowed under the Loan Note Instrument, this Deed or under the Intercreditor Deed, no Chargor shall create or permit to subsist any Security on any Security Asset.

4.2 Disposals

Except as expressly allowed under the Loan Note Instrument or this Deed, no Chargor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset.

5. LAND

Land Registry

Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated {●} in favour of {●} referred to in the charges register or their conveyancer. (Standard Form P)".

6. INVESTMENTS

6.1 Deposit

6.1.1 Each Chargor must immediately following the release of the Existing Security:

- (a) deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to its Investments; and
- (b) execute and deliver to the Security Agent all share transfers and other documents which may be requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner of or otherwise obtain a legal title to its Investments.

6.2 Calls

6.2.1 Each Chargor must pay all calls or other payments due and payable in respect of any of its Investments in accordance with the Loan Note Instrument.

6.2.2 If a Chargor fails to do so, the Security Agent may pay the calls or other payments in respect of any of its Investments on behalf of that Chargor. Each Chargor must immediately on request reimburse the Security Agent for any payment made by the Security Agent under this clause 6.2 (Calls).

6.3 Other obligations in respect of Investments

6.3.1 Each Chargor must promptly send a copy to the Security Agent of, and comply with all requests for, information which is within its knowledge and which are made under any law or regulation or any similar provision contained in any articles of association or other constitutional document, or by any listing or other authority, relating to any of its Investments. If it fails to do so, the Security

Agent may elect to provide such information as it may have on behalf of that Chargor.

6.3.2 Each Chargor must comply with all other conditions and obligations assumed by it in respect of any of its Investments.

6.3.3 The Security Agent is not obliged to:

- (a) perform any obligation of a Chargor;
- (b) make any payment;
- (c) make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor; or
- (d) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,

In respect of any of its Investments.

6.4 Voting rights

6.4.1 Before this Security becomes enforceable:

- (a) the voting rights, powers and other rights in respect of its Investments will be exercised:
 - (i) by the relevant Chargor; or
 - (ii) if exercisable by the Security Agent, in any manner which that Chargor may direct the Security Agent in writing; and
- (b) all dividends, distributions or other income paid or payable in relation to any of its Investments in accordance with the Loan Note Instrument must be paid into an Account.

6.4.2 Each Chargor must indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of any of its Investments as permitted by this Deed on the direction of that Chargor.

6.4.3 After this Security has become enforceable, the Security Agent may exercise (in the name of each Chargor and without any further consent or authority on the part of any Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise.

7. ACCOUNTS

7.1 General

7.1.1 In this clause 7 "Account Bank" means a person with whom an Account is maintained by a Chargor.

7.2 Book debts and receipts

7.2.1 Each Chargor must get in and realise its Book Debts and other debts and other moneys due and owing to it, in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an Account if required in accordance with clause 7.2.2 below) on trust for the Security Agent.

7.2.2 Each Chargor must, except to the extent that the Security Agent otherwise agrees, pay all the proceeds of the getting in and realisation into an Account.

7.3 Notices of charge

7.3.1 Each Chargor must at the request of the Security Agent (which request may only be made following the earliest to occur of (a) this Security becoming enforceable and (b) any other person giving notice of Security over any contract listed in clause 2.9.1(a) (Other contracts)):

- (a) immediately serve a notice of charge, substantially in the form of Part 1 of Schedule 4 (Forms of Letter for Account Bank), on each Account Bank; and
- (b) use reasonable endeavours to ensure that each Account Bank acknowledges the notice, substantially in the form of Part 2 of Schedule 4 (Forms of Letter for Account Bank).

7.4 Other

7.4.1 No other creditor has given any notice of Security over any Account to any Account Bank.

7.4.2 Each Chargor shall notify the Security Agent immediately upon becoming aware that any other creditor has given any notice of Security over any Account to any Account Bank.

8. INSURANCES

8.1 Each Chargor must, upon demand by the Security Agent (which demand may only be made following the earliest to occur of (a) this Security becoming enforceable and (b) any other creditor giving notice of Security over an Insurance):

8.1.1 Immediately serve a notice of assignment, substantially in the form of Part 1 of Schedule 5 (Forms of Letter for Insurers), on each counterparty to an Insurance; and

8.1.2 use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 5 (Forms of Letter for Insurers).

8.2 No other creditor has given any notice of Security over any Insurance to any counterparty to any such Insurance.

8.3 Each Chargor shall notify the Security Agent immediately upon becoming aware that any other creditor has given any notice of Security over any Insurance to any counterparty to any such Insurance.

8. OTHER CONTRACTS

- 9.1 Each Chargor must, at the request of the Security Agent (which request may only be made following the earliest to occur of (a) this Security becoming enforceable and (b) any other person giving notice of Security over any contract listed in clause 2.9.1(a) (Other contracts)):
- 9.1.1 Immediately serve a notice of assignment or charge (as applicable), substantially in the form of Part 1 of Schedule 6 (Forms of Letter for Other Contracts), on each counterparty to a contract listed in clause 2.9.1(a) (Other contracts); and
- 9.1.2 use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 6 (Forms of Letter for Other Contracts).
- 9.2 No other creditor has given any notice of Security over any contract listed in clause 2.9.1(a) (Other contracts) to any counterparty to any such contract.
- 9.3 Each Chargor shall notify the Security Agent immediately upon becoming aware that any other creditor has given any notice of Security over any any contract listed in clause 2.9.1(a) (Other contracts) to any counterparty to any such Insurance.

10. WHEN SECURITY BECOMES ENFORCEABLE

10.1 Event of Default

Notwithstanding anything to the contrary contained in this Deed, this Security will become immediately enforceable if an Event of Default occurs under the Loan Note Instrument but will not become enforceable until an Event of Default occurs.

10.2 Discretion

After this Security has become enforceable, the Security Agent may enforce all or any part of this Security in any manner it sees fit or as instructed in accordance with the Loan Note Instrument.

10.3 Statutory powers

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

11. ENFORCEMENT OF SECURITY

11.1 General

- 11.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.

11.1.2 Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.

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

11.2 No liability as mortgagee in possession

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

11.3 Privileges

The Security Agent and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

11.4 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his/her agents will be concerned to enquire:

11.4.1 whether the Secured Liabilities have become payable;

11.4.2 whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;

11.4.3 whether any money remains due under the Transaction Documents; or

11.4.4 how any money paid to the Security Agent or to that Receiver is to be applied.

11.5 Redemption of prior mortgages

11.5.1 At any time after this Security has become enforceable, the Security Agent may:

(a) redeem any prior Security against any Security Asset; and/or

(b) procure the transfer of that Security to itself; and/or

(c) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Chargor.

11.5.2 Each Chargor must pay to the Security Agent, immediately on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

11.6 Contingencies

If this Security is enforced at a time when no amount is due under the Transaction Documents but at a time when amounts may or will become due, the Security Agent (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

11.7 Financial collateral

11.7.1 To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of each Chargor under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Security Agent will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.

11.7.2 Where any financial collateral is appropriated:

- (a) If it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
- (b) In any other case, its value will be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it,

and each Secured Party will give credit for the proportion of the value of the financial collateral appropriated to its use.

12. RECEIVER

12.1 Appointment of Receiver

12.1.1 Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:

- (a) this Security has become enforceable; or
- (b) a Chargor so requests to the Security Agent at any time.

12.1.2 Any appointment under clause 12.1.1 above may be by deed, under seal or in writing under its hand.

12.1.3 Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.

12.1.4 The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.

12.1.5 The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

12.2 Removal

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

12.3 Remuneration

The Security Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act will not apply.

12.4 Agent of the Chargers

12.4.1 A Receiver will be deemed to be the agent of a Charger for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. Each Charger alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.

12.4.2 No Secured Party will incur any liability (either to any Charger or to any other person) by reason of the appointment of a Receiver or for any other reason.

12.5 Relationship with Security Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

13. POWERS OF RECEIVER

13.1 General

13.1.1 A Receiver has all of the rights, powers and discretions set out below in this clause 13 in addition to those conferred on it by any law. This includes:

- (a) In the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and

-
- (b) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.

13.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

13.2 Possession

A Receiver may take immediate possession of, get in and realise any Security Asset.

13.3 Carry on business

A Receiver may carry on any business of a Chargor in any manner he/she thinks fit.

13.4 Employees

13.4.1 A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he/she thinks fit.

13.4.2 A Receiver may discharge any person appointed by a Chargor.

13.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he/she thinks fit.

13.6 Sale of assets

13.6.1 A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.

13.6.2 The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.

13.6.3 Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of any Chargor.

13.7 Leases

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he/she thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he/she thinks fit (including the payment of money to a lessee or tenant on a surrender).

13.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of a Chargor or relating in any way to any Security Asset.

13.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he/she thinks fit.

13.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

13.11 Subsidiaries

A Receiver may form a Subsidiary of a Chargor and transfer to that Subsidiary any Security Asset.

13.12 Delegation

A Receiver may delegate his/her powers in accordance with this Deed.

13.13 Lending

A Receiver may lend money or advance credit to any person.

13.14 Protection of assets

A Receiver may:

13.14.1 effect any repair or insurance and do any other act which a Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;

13.14.2 commence and/or complete any building operation; and

13.14.3 apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he/she thinks fit.

13.15 Other powers

A Receiver may:

13.15.1 do all other acts and things which he/she may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;

13.15.2 exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and

13.15.3 use the name of any Chargor for any of the above purposes.

14. APPLICATION OF PROCEEDS

All amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Security will be held by the Security Agent and applied in accordance with the Loan Note Instrument. This clause 14:

- 14.1 is subject to the payment of any claims having priority over this Security; and
- 14.2 does not prejudice the right of any Secured Party to recover any shortfall from any Chargor.

15. INVESTMENT OF CASH PROCEEDS

Prior to the application of the proceeds of the Security Property in accordance with clause 14 (Application of Proceeds), the Security Agent may, in its discretion, hold all or part of any Cash Proceeds in one or more interest bearing suspense or impersonal accounts in the name of the Security Agent with such financial institution (including itself) and for so long as the Security Agent shall think fit (the interest being credited to the relevant account) pending the application from time to time of those monies in the Security Agent's discretion in accordance with the provisions of the Transaction Documents.

16. GUARANTEE AND INDEMNITY

16.1 Guarantee

The Guarantor irrevocably and unconditionally:

- 16.1.1 guarantees to each Secured Party punctual performance by the Chargors of all the Chargors' obligations under the Transaction Documents; and
- 16.1.2 undertakes with each Secured Party that whenever a Chargor does not pay any amount when due under or in connection with any Transaction Document, the Guarantor shall immediately on demand pay that amount as if it was the principal obligor.

16.2 Indemnity

The Guarantor irrevocably and unconditionally jointly and severally agrees with each Secured Party that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify that Secured Party immediately on demand against any cost, loss or liability it incurs as a result of a Chargor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Transaction Document on the date when it would have been due. The amount payable by the Guarantor under this indemnity will not exceed the amount it would have had to pay under this clause 16 if the amount claimed had been recoverable on the basis of a guarantee.

16.3 Continuing obligations

The obligations of the Guarantor under this clause 16 are continuing and will extend to the ultimate balance of sums payable by the Chargors under the

Transaction Documents, regardless of any intermediate payment or discharge in whole or in part.

16.4 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Guarantor under this clause 16 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

16.5 Waiver of defences

The obligations of the Guarantor under this clause 16 will not be affected by an act, omission, matter or thing which, but for this clause, would reduce, release or prejudice any of its obligations under this clause 16 (without limitation and whether or not known to it or any Finance Party) including:

- 16.5.1 any time, waiver or consent granted to, or composition with, any Chargor or other person;
- 16.5.2 the release of any other Chargor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- 16.5.3 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 Chargor 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;
- 16.5.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Chargor or any other person;
- 16.5.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Transaction Document or any other document or security;
- 16.5.6 any unenforceability, illegality or invalidity of any obligation of any person under any Transaction Document or any other document or security; or
- 16.5.7 any insolvency or similar proceedings.

16.6 Guarantor intent

Without prejudice to the generality of clause 16.5 (*Waiver of defences*), the Guarantor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Transaction Documents.

16.7 Immediate recourse

The Guarantor 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 person before claiming from the Guarantor under this clause 16. This waiver applies irrespective of any law or any provision of a Transaction Document to the contrary.

16.8 Appropriations

Until all amounts which may be or become payable by the Chargors under or in connection with the Transaction Documents have been irrevocably paid in full, each Secured Party (or any trustee or agent on its behalf) may:

- 16.8.1 refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- 16.8.2 hold in an interest-bearing suspense account any moneys received from the Guarantor or on account of the Guarantor's liability under this clause 16.

16.9 Deferral of Guarantor's rights

- 16.9.1 Until all amounts which may be or become payable by the Chargors under or in connection with the Transaction Documents have been irrevocably paid in full and unless the Security Agent otherwise directs, the Guarantor will not exercise any rights which it may have by reason of performance by it of its obligations under the Transaction Documents or by reason of any amount being payable, or liability arising, under this clause 16:
 - (a) to be indemnified by a Chargor;
 - (b) to claim any contribution from any other guarantor of any Chargor's obligations under the Transaction Documents;
 - (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Transaction Documents or of any other guarantee or security taken pursuant to, or in connection with, the Transaction Documents by any Secured Party;
 - (d) to bring legal or other proceedings for an order requiring any Chargor to make any payment, or perform any obligation, in respect of which any Chargor has given a guarantee, undertaking or indemnity under clause 16.1 (*Guarantee*);
 - (e) to exercise any right of set-off against any Chargor; and/or
 - (f) to claim or prove as a creditor of any Chargor in competition with any Secured Party.

16.9.2 If the Guarantor 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 the Secured Parties by the Chargors under or in connection with the Transaction 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.

16.10 Additional Security

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Secured Party.

17. EXPENSES AND INDEMNITY

Each Chargor must:

- 17.1 Immediately on demand pay to each Secured Party the amount of all costs and expenses (including legal fees) incurred by that Secured Party in connection with this Deed including any arising from any actual or alleged breach by any person of any law or regulation; and
- 17.2 keep each Secured Party indemnified against any failure or delay in paying those costs or expenses.

18. DELEGATION

18.1 Power of Attorney

The Security Agent or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed.

18.2 Terms

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Agent or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.

18.3 Liability

Neither the Security Agent nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

19. FURTHER ASSURANCES

- 19.1 Each Chargor must promptly, at its own expense, take whatever action the Security Agent or a Receiver may require for:
 - 19.1.1 creating, perfecting or protecting any security over any Security Asset; or
 - 19.1.2 facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent

or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.

19.2 The action that may be required under clause 19.1 above includes:

19.2.1 the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Security Agent or to its nominees; or

19.2.2 the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may consider necessary or desirable.

20. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of that Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of that Chargor under or pursuant to this Deed or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this clause 20.

21. MISCELLANEOUS

21.1 Continuing Security

This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

21.2 Tacking

The Noteholders must perform their obligations under the Loan Note Instrument (including any obligation to make available further advances).

22. NOTICE TO CHARGORS

This Deed constitutes notice in writing to the Chargors and Guarantor of any charge or assignment of a debt owed by a Chargor to any other Chargor or to the Guarantor and contained in any other Security Document.

23. RELEASE

At the end of the Security Period, the Secured Parties must, at the request and cost of the Chargors, as soon as reasonably practicable take whatever action is necessary to release its Security Assets from this Security.

24. ASSIGNMENT AND TRANSFER

24.1 Assignment by the Chargors/Guarantor

Neither the Guarantor nor any Chargor may assign, transfer or otherwise part with its rights or obligations under this Deed.

24.2 Assignment by the Secured Parties

24.2.1 The Secured Parties may each at any time transfer, assign or novate all or any part of their respective rights, benefits or obligations under this Deed in accordance with the provisions of the Loan Note Instrument.

24.2.2 The Chargors shall at their own cost (i) take all such action (including executing and delivering any documents and / or deeds) as any Secured Party may require in order to give effect to a transfer, assignment or novation in accordance with clause 24.2.1, and (ii) execute and deliver all documents and/or Instruments requested by the Security Agent for the purpose of supplementing and/or amending the terms on which the Security Agent holds the Security Property on trust for the Noteholders.

25. GOVERNING LAW

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

26. ENFORCEMENT

26.1 Jurisdiction

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

26.1.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

26.1.3 Notwithstanding clause 26.1.1 above, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

**SCHEDULE 1
CHARGORS**

Company name	Registered office	Company number	Jurisdiction of Incorporation
Lawbit Limited	Connect House 133-137 Alexandra Road Wimbledon London SW19 7JY	08066586	England and Wales
Lawbriefs Limited	Connect House 133-137 Alexandra Road Wimbledon London SW19 7JY	08636316	England and Wales

SCHEDULE 2
GUARANTOR

Company name	Registered office	Company number	Jurisdiction of incorporation
Lawbriefs Limited	Connect House 133-137 Alexandra Road Wimbledon London SW19 7JY	08636316	England and Wales

**SCHEDULE 3
REAL PROPERTY**

Address	Title Number
None	

SCHEDULE 4
FORMS OF LETTER FOR ACCOUNT BANK
PART 1

NOTICE TO ACCOUNT BANK

To: [Account Bank]

Copy: [Security Agent] (as Security Agent as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [] between [Chargor]
and [Security Agent] (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have charged (by way of a first fixed charge) in favour of [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the "**Security Agent**") all our rights in respect of any account, and any amount standing to the credit of any account, maintained by us with you (the "**Accounts**").

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Agent any Information relating to any Account requested from you by the Security Agent;
- (b) comply with the terms of any written notice or instruction relating to any Account received by you from the Security Agent; and
- (c) hold all sums standing to the credit of any Account to the order of the Security Agent.

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

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

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

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent at [address] with a copy to us.

Yours faithfully,

.....
(Authorised Signatory)
[Chargor]

PART 2

ACKNOWLEDGEMENT OF ACCOUNT BANK

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [] between [Chargor]
and [Security Agent] (the "Security Agreement")**

We confirm receipt from [Chargor] (the "**Chargor**") of a notice dated [] (the "**Notice**") of a charge upon the terms of the Security Agreement over all the rights of the Chargor to any amount standing to the credit of any of the Chargor's accounts with us (the "**Accounts**").

We confirm that we:

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

The Accounts maintained with us are:

[Specify accounts and account numbers]

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

Yours faithfully,

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

SCHEDULE 5
FORMS OF LETTER FOR INSURERS
PART 1
NOTICE TO INSURER

To: [Insurer]

Copy: [Security Agent] (as Security Agent as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [] between [Chargor]
and [Security Agent] (the "Security Agreement")**

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely, subject to a proviso for re-assignment on redemption, to [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the "**Security Agent**") all our rights in respect of [Insert details of contract of Insurance] (the "**Insurance**").

We confirm that:

- (a) we will remain liable under the Insurance to perform all the obligations assumed by us under the Insurance; and
- (b) none of the 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 Insurance (unless, and to the extent, otherwise expressly provided for in the Insurance).

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

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

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

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [address] with a copy to us.

Yours faithfully,

.....
(Authorised signatory)
[Chargor]

PART 2

ACKNOWLEDGEMENT OF INSURER

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [] between [Chargor]
and [Security Agent] (the Security Agreement)**

We confirm receipt from [Chargor] (the "Chargor") of a notice dated [] (the "Notice") of an assignment on the terms of the Security Agreement of all the Chargor's rights in respect of [Insert details of the contract of Insurance] (the "Insurance").

We confirm that we:

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

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

Yours faithfully,

.....
(Authorised signatory)
[Insurer]

SCHEDULE 6

PART 1

FORMS OF LETTER FOR OTHER CONTRACTS

NOTICE TO COUNTERPARTY

To: [Contract Counterparty]

Copy: [Security Agent] (as Security Agent as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [] between [Chargor]
and [Security Agent] (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have [assigned absolutely, subject to a proviso for re-assignment on redemption,]/[charged by way of a first fixed charge]¹ to [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights in respect of [insert details of contract] (the **Contract**).

We confirm that:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (b) none of the 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 Contract.

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

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

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

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [address] with a copy to us.

¹ Delete as applicable.

Yours faithfully,

.....
(Authorised signatory)
[Chargor]

PART 2

ACKNOWLEDGEMENT OF COUNTERPARTY

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

[Date]

Dear Sirs,

**Security Agreement dated [] between [Chargor]
and [Security Agent] (the Security Agreement)**

We confirm receipt from [Chargor] (the "**Chargor**") of a notice dated [] (the "**Notice**") of [an assignment]/[fixed charge]² on the terms of the Security Agreement of all the Chargor's rights in respect of [insert details of the contract] (the "**Contract**").

We confirm that we:

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

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

Yours faithfully,

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

² Delete as applicable.

SIGNATURE PAGE

EXECUTED as a DEED by

.....MARC.....YOUNG.....

for and on behalf of

ADG CORPORATE LTD

[Redacted Signature]

(Signature)

9 August 2019

(Date)

WITNESS:

Signature

[Redacted Signature]

Name

AVI DUFF

Address

110 SPRING CROVE ROAD

HUMPHRY

MIDWATER

INDIANA

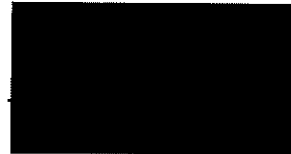
Occupation

INVESTMENT MANAGER

(PLEASE COMPLETE IN CAPITALS)

As Chargor

EXECUTED as a DEED by LAWBIT LIMITED)
acting by CLIVE RICH)
a director in the presence of:)



Director

WITNESS:

Signature:

Name: JOHN THOMPSON.....

Address: 81 BROOK ROAD SOUTH.....

BRENTFORD.....

TW8 0NY.....

Occupation: CONSULTANT.....

As Chargor

EXECUTED as a DEED by LAW BRIEFS LIMITED)
acting by CLIVE RICK)
a director in the presence of:)



Director

WITNESS:

Signature: 

Name: JOHN THOMPSON

Address: 81 BRANK ROAD SOUTH
BRENTFORD
TW8 0NY

Occupation: CONSULTANT

As Guarantor

EXECUTED as a DEED by LAW BRIEFS LIMITED)
acting by CLIVE RICH)
a director in the presence of:)



Director

WITNESS:

Signature: 

Name: JOHN THOMPSON

Address: 81 BROOK ROAD SOUTH

BRENTFORD

TW8 0NY

Occupation: CONSULTANT

