



Registration of a Charge

Company name: **STREETTEAM SOFTWARE LIMITED**

Company number: **09750608**



X8Z8VUQ8

Received for Electronic Filing: **21/02/2020**

Details of Charge

Date of creation: **13/02/2020**

Charge code: **0975 0608 0008**

Persons entitled: **GLOBAL GROWTH CAPITAL S.À R.L**

Brief description: **THE TRADE MARK REGISTERED UNDER UK REGISTRATION NUMBER UK00003021286, FOR MORE DETAILS PLEASE REFER TO 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 ELECTRONIC
ORIGINAL INSTRUMENT.**

Certified by:

**NICOLE MORRIS,CMS CAMERON MCKENNA NABARRO OLSWANG
LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9750608

Charge code: 0975 0608 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th February 2020 and created by STREETTEAM SOFTWARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st February 2020 .

Given at Companies House, Cardiff on 24th February 2020

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

DATE: 13 February 2020

DEBENTURE

Between

THE COMPANIES LISTED IN SCHEDULE 1
(as Chargors)

and

GLOBAL GROWTH CAPITAL S.À R.L
(as Lender)

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This Deed is made on 13 February 2020

BETWEEN:

- (1) THE COMPANIES LISTED IN SCHEDULE 1 whose respective names and company numbers appear in schedule 1 (*The Chargors*) (collectively the “Chargors” and each the “Chargor”); and
- (2) GLOBAL GROWTH CAPITAL S.À R.L established in Luxembourg as lender (the “Lender”).

This Deed witnesses as follows:

1. INTERPRETATION

1.1 *Definitions*

In this Deed:

“Acceleration Event” means the Lender exercising its rights under Clause 19.31 of the Facility Agreement.

“Administrator” means a person appointed under Schedule B1 to the Insolvency Act 1986 to manage any Chargor’s affairs, business and property.

“Assigned Contract” means each contract specified in Part 5 of Schedule 2 (*Security Assets*) and (with effect from the date of the relevant Supplemental Debenture) each contract specified as an Assigned Contract in a Supplemental Debenture.

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

“Bank Accounts” means any bank account with any bank or financial institution, including, without limitation, any accounts set out in Part 1 of Schedule 2 (*Security Assets*) and in any schedule to a Supplemental Debenture or such other accounts as may be agreed in writing between the relevant Chargor and the Lender for this purpose, and all monies standing to the credit of each such account and all Related Rights in respect of each such account.

“Campus Acquisition Agreement” means the agreement dated 26 October 2018 relating to the sale and purchase of the Campus Target Shares and Campus Target Assets and made between, among others, StreetTeam Software Limited, JusTours, Inc. and the Sellers and Guarantors (as defined therein).

“Campus Target Assets” means “Purchased Assets” as such term is defined in the Campus Acquisition Agreement.

“Campus Target Shares” means the entire issued share capital of each of 2504030 Ontario Inc and 2504031 Delaware Inc.

“Delegate” means any delegate, agent, attorney or co-trustee appointed by the Lender.

“Derivative Asset” means all allotments, rights, benefits and advantages (including all voting rights) at any time accruing, offered or arising in respect of or incidental to any asset and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of an asset.

“Facility Agreement” means the term loan facility agreement dated on or about the date hereof and made between, amongst others, the Chargors and the Lender as amended, restated, varied or supplemented from time to time.

“Floating Charge Asset” means an asset charged under Clause 3.3 (*Floating Charge*).

“Insurance Proceeds” means all monies from time to time payable to any Chargor under or pursuant to the Insurances, including the refund of any premium.

“Insurances” means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, any Chargor or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance.

“Intellectual Property” means:

- (a) the EU trade marks and UK trade marks described in Part 2 of Schedule 2 (*Security Assets*) and any schedule to a Supplemental Debenture (if any); and
- (b) all legal and beneficial interests of each member of the Group (in any part of the world) (which may now or in the future subsist) in any patents, trade marks, service marks, licences, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow, improvements, modifications, processes, formulae, algorithms, rights in computer software (including the Software and any object code) and other intellectual property rights and interests, whether registered or unregistered.

“Investment” means any present or future stock, share, debenture, loan stock, interest in any investment fund and any other security (whether or not marketable) whether owned directly by or to the order of any Chargor or by any trustee, fiduciary or clearance system on its behalf, including any Derivative Asset and any Related Rights in respect of any of the foregoing.

“Liabilities” means all present and future liabilities and obligations of each Obligor to the Lender under the Finance Documents, both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (a) any refinancing, novation, deferral or extension;
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any documents or agreement evidencing or constituting any other liability or obligation falling within this definition;
- (c) any claim for damages or restitution; and
- (d) any claim as a result of any recovery by any Obligor of a Payment on the grounds or preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings.

“LPA” means the Law of Property Act 1925.

“Notified Bank Accounts” means the Bank Accounts noted as “Notified Bank Accounts” in Part 1 of Schedule 2 (*Security Assets*).

“Party” means a party to this Deed.

“Payment” means, in respect of any Liabilities (or any other liabilities or obligations), a payment, prepayment, repayment, redemption, defeasance or discharge of those Liabilities (or other liabilities or obligations).

“Plant and Machinery” means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other similar assets (other than any assets that are deemed by law to be immovable property), wherever they are situated, which are now, or at any time after the date of this Deed become, the property of any Chargor.

“Property” means:

- (a) the freehold, leasehold or other immovable property of any Chargor described in Part 3 of Schedule 2 (*Security Assets*) and in the schedule to each Supplemental Debenture (if any);
- (b) all freehold, leasehold or other immovable property of any Chargor situate in England and Wales;
- (c) any buildings, fixtures, fittings, plant and machinery from time to time on or forming part of the property referred to in paragraph (a) above; and
- (d) any Related Rights arising in relation to any of the assets described in paragraphs (a), (b) and (c) above (inclusive),

and “Properties” shall be construed accordingly.

“Receivables” means all present and future book debts, accounts, accounts receivable, contract rights, and other obligations owed to any Chargor including, without limitation, in connection with any Eligible Contract, its sale or lease of goods (including licensing software and other technology) or provision of services, all credit insurance, guarantees, other security and all merchandise returned to or reclaimed by any Chargor and any records relating to any of the foregoing.

“Receiver” means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets.

“Related Rights” means, where used in relation to an asset, the following:

- (a) the proceeds of sale and/or other realisation of that asset (or any part thereof or interest therein);
- (b) all Authorisations, options, agreements, rights, easements, benefits, indemnities, guarantees, warranties or covenants for title in respect of such asset; and
- (c) all rights under any lease, licence or agreement for lease, sale or use in respect of such asset.

“Secured Liabilities” means all Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by each Obligor to the Lender under each Finance Document, both actual and contingent and whether incurred solely or jointly and whether as principal or surety or in any other capacity.

“Security Assets” means:

- (a) the assets mortgaged, charged or assigned by way of security to the Lender by this Deed or any Supplemental Debenture; and

(b) any assets held on trust by any Chargor for the Lender.

“**Security Interest**” 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 Period**” means the period from the date of this Deed until the date on which the Lender has determined that all of the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full, that no commitment is outstanding and the Facility Agreement has been terminated.

“**Shares**” means:

- (a) the shares described in Part 4 of Schedule 2 (*Security Assets*) and in any schedule to a Supplemental Debenture;
- (b) all Derivative Assets in relation to the Shares; and
- (c) all Related Rights in respect of paragraphs (a) to (b) above (inclusive).

“**Software**”: the most recent versions of currently supported software (including the Source Code, the “make” file and all documentation relating thereto).

“**Source Code**”: all computer programming source code owned by the Chargors (or any of them).

“**Supplemental Debenture**” means a supplemental debenture to this Deed in the form set out in Schedule 5 (*Supplemental Debenture*) or such other form as the Lender may require.

1.2 **Construction**

- (a) Unless otherwise defined in this Deed, terms defined in the Facility Agreement have the same meaning in this Deed as they do in the Facility Agreement.
- (b) In this Deed:
 - (i) Clause headings are inserted for convenience only and shall not affect the construction of this Deed and unless otherwise specified, all references to Clauses and to Schedules (if any) are to clauses of, and the schedules to, this Deed and references to sub-clauses are to sub-clauses of the Clause in which the reference appears;
 - (ii) Section 61 of the Law of Property Act 1925 shall govern the construction hereof, and where the context so admits, any reference herein to any statute or any provision of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof and to any regulations or orders made thereunder and from time to time in force;
 - (iii) The singular shall include the plural and vice versa;
 - (iv) references to persons shall include references to bodies corporate and unincorporate;
 - (v) references to any document are to be construed as references to such document as amended or supplemented from time to time;
 - (vi) references to the Lender include references to any person or persons to whom the Lender may dispose of this Deed or any interest or right created by or existing under it and the successors in title to any such person in respect of any such interest or right; and

(vii) Any references to the Lender or any Receiver shall include its Delegates.

1.3 *Law of Property (Miscellaneous Provisions) Act 1989*

To the extent necessary for any agreement for the disposition of the Security Assets in this Deed to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Deed are incorporated into this Deed.

1.4 *Implied Covenants for Title*

The obligations of each Chargor under this Deed shall be in addition to the covenants for title deemed to be included in this Deed by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

1.5 *Effect as a Deed*

This Deed is intended to take effect as a deed notwithstanding that the Lender may have executed it under hand only.

1.6 *Finance Document*

This Deed is a Finance Document.

1.7 *Third Party Rights*

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

2. COVENANT TO PAY

Each Chargor as primary obligor covenants with the Lender that it will on demand pay to the Lender the Secured Liabilities when the same fall due for payment.

3. SECURITY ASSETS

3.1 *Fixed Charges*

(a) Each Chargor, as security for the payment discharge and performance of the Secured Liabilities, charges in favour of the Lender, with full title guarantee, the following assets, from time to time owned by it or in which it has an interest:

- (i) by way of first legal mortgage, each Property legal title to which is vested in it on the date of this Deed specified in Part 3 of Schedule 2 (*Security Assets*); and
- (ii) by way of first fixed charge:
 - (A) all Property not effectively mortgaged under Clause 3.1(a)(i);
 - (B) all Plant and Machinery;
 - (C) all Shares;
 - (D) all Investments other than the Shares;
 - (E) all Receivables directed to be paid into the Bank Accounts;
 - (F) the Bank Accounts;
 - (G) all Intellectual Property specified in Part 2 of Schedule 2 (*Security Assets*);

- (H) all other Intellectual Property; and
- (I) its goodwill and uncalled capital.

3.2 ***Security Assignment***

As further security for the payment of the Secured Liabilities, each Chargor assigns, by way of security, with full title guarantee to the Lender all its rights, title and interest in:

- (a) the Insurances and the Insurance Proceeds;
- (b) each Assigned Contract (if any); and
- (c) all Related Rights in respect of each of the above,

subject in each case to reassignment by the Lender to each Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Liabilities.

3.3 ***Floating Charge***

- (a) As further security for the payment discharge and performance of the Secured Liabilities, each Chargor charges with full title guarantee in favour of the Lender by way of first floating charge its undertaking and all its present and future assets other than those assets which are effectively charged by way of first fixed charge or legal mortgage under Clause 3.1 (*Fixed Charges*) or which are effectively assigned by way of security under Clause 3.2 (*Security Assignment*).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Deed.

3.4 ***Conversion of Floating Charge by Notice***

If:

- (a) the security constituted by this Deed has become enforceable; or
- (b) the Lender (acting reasonably) is of the view that any legal process or execution is being enforced against any Floating Charge Asset or (acting reasonably) that any Floating Charge Asset is in danger of being seized, sold or otherwise in jeopardy,

the Lender may, by written notice to the Chargors, convert the floating charge created under this Deed into a fixed charge as regards those assets which it specifies in that notice. Each Chargor shall promptly following request by the Lender execute a fixed charge or legal or equitable assignment over those assets in such form as the Lender may require.

3.5 ***Automatic Conversion of Floating Charge***

If, without the prior written consent of the Lender:

- (a) any Chargor creates any Security Interest (other than a Permitted Security Interest) over all or any of the Security Assets or attempts to do so;
- (b) any person levies or attempts to levy any attachment, execution or other legal process against any of such Security Assets;
- (c) a resolution is passed or an order is made for the winding up, dissolution, administration or other reorganisation of any Chargor; or
- (d) any steps are taken for the appointment of, or notice is given of intention to appoint, or a petition is filed or application is made, or a competent court makes an order for the appointment of an administrator, in relation to any Chargor,

then the floating charge created by this Deed over the Floating Charge Assets of any Chargor will automatically, without notice, be converted into a fixed charge as soon as such event occurs.

4. NATURE OF SECURITY

4.1 *Continuing Security*

- (a) The Security Interests created by this Deed are to be continuing security interests notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or any other matter or thing.
- (b) If any purported obligation or liability of any Obligor to the Lender which if valid would have been the subject of any obligation or charge created by this Deed is or becomes unenforceable, invalid or illegal on any ground whatsoever whether or not known to the Lender, each Chargor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and that Chargor were the principal debtor in respect thereof. Each Chargor hereby agrees to keep the Lender fully indemnified against all damages, losses, costs and expenses arising from any failure of any Obligor to carry out any such purported obligation or liability.
- (c) Until the Security Period has ended, the Lender may refrain from applying or enforcing any other moneys, Security Interest or rights held or received by the Lender in respect of that amount, and may or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargors shall not be entitled to the benefit of the same.
- (d) The obligations and liabilities of each Chargor under this Deed will not be affected by any act, omission, matter or thing which, but for this paragraph, would reduce, release or prejudice any of its obligations or liabilities under this Deed (without limitation and whether or not known to the Lender) including:
 - (i) any time, waiver or consent granted to, or composition with, any Obligor or other person;
 - (ii) the release of any Obligor or any other person under the terms of any composition or arrangement with any creditor of any person;
 - (iii) 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 any assets of any Obligor or any 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 Interest;
 - (iv) 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;
 - (v) any amendment (however fundamental) or replacement of any Finance Document or any other document or Security Interest;
 - (vi) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security Interest; or

- (vii) any insolvency or similar proceedings.
- (e) Until the Security Period has ended and unless the Lender otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Deed:
 - (i) to be indemnified by any other Obligor (including any rights it may have by way of subrogation);
 - (ii) to claim any contribution from any guarantor of any other Obligor of the obligations under the Finance Documents;
 - (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of the Lender under any Finance Document or of any other guarantee or Security Interest taken pursuant to, or in connection with, the Finance Documents;
 - (iv) to claim, rank, prove or vote as a creditor of any other Obligor or its estate in competition with the Lender; and/or
 - (v) to receive, claim or have the benefit of any payment, distribution or security from or on account of any other Obligor, or exercise any right of set-off against any other Obligor.
- (f) Each Chargor shall hold on trust for and immediately pay or transfer to the Lender any payment or distribution or benefit of Security Interest received by it contrary to this sub-clause.
- (g) Each Chargor waives any right it may have, following the occurrence of an Event of Default (and whilst the relevant Event of Default is continuing), of first requiring the Lender to proceed against or enforce any other rights or Security Interest or claim payment from any person before claiming from an Obligor under a Finance Document. This waiver applies irrespective of any law or any provision of the Finance Document to the contrary.
- (h) Without prejudice to the generality of Clause 4.1(d), each Chargor expressly confirms that it intends that the Security Interest constituted by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Liabilities as a result of the amendment and/or restatement of the Facility Agreement and/or any of the other Finance Documents and/or any additional facility or amount which is made available under any of the Finance 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.

4.2 *Non-merger of Security Interests*

The Security Interests created by this Deed are to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other Security Interests or other right which the Lender may now or after the date of this Deed hold for any of the Secured

Liabilities, and this Deed may be enforced against any Chargor without first having recourse to any other rights of the Lender.

5. FURTHER ASSURANCES AND PROTECTION OF PRIORITY

5.1 General

- (a) Each Chargor shall, at its own expense, promptly do all such acts or execute all such documents (including Supplemental Debentures, assignments, transfers, mortgages, charges, notices and instructions) as the Lender may reasonably specify (and in such form as the Lender may reasonably require in favour of the Lender or its nominee(s) or any purchaser):
 - (i) to perfect or protect the Security Interests created or intended to be created under, or evidenced by, this Deed (which may include the execution of a mortgage, charge, assignment or other Security Interests over all or any of the assets which are, or are intended to be, the subject of this Deed) or for the exercise of any rights, powers and remedies of the Lender provided by or pursuant to this Deed or by law;
 - (ii) to confer on the Lender, Security Interests over any assets of that Chargor, located in any jurisdiction, equivalent or similar to the Security Interests intended to be conferred by or pursuant to this Deed and, pending the conferring of such Security Interests, hold such assets upon trust (or in any manner required by the Lender) for the Lender; and/or
 - (iii) to facilitate the realisation or enforcement of the assets which are, or are intended to be, the subject of the Security Interests created, or intended to be created, by this Deed.
- (b) Each Chargor shall take all such action (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security Interest conferred or intended to be conferred on the Lender by or pursuant to this Deed.
- (c) Each Chargor shall, at the request of the Lender, enter into a Supplemental Debenture if it acquires a freehold or leasehold property or any other material asset or if it registers any additional Intellectual Property.

5.2 HM Land Registry

- (a) In relation to each Property from time to time vested in the Chargors, each Chargor hereby irrevocably consents to the Lender applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of all that Property (including any unregistered properties subject to compulsory first registration at the date of this Deed) on the prescribed Land Registry form and in the following or substantially similar terms:

“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 debenture dated [●] 2020 in favour of Global Growth Capital S.à r.l. referred to in the charges register.”

- (b) The Lender must perform its obligations under the Facility Agreement (including any obligation to make available further advances). In relation to each Property from time to time vested in each Chargor, the Lender may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of all that Property (including any unregistered properties subject to compulsory first registration at the date of this Deed) of the obligation to make further advances.

5.3 ***Register of Intellectual Property***

Each Chargor shall, if requested by the Lender, execute all such documents and do all such acts (including but not limited to the payment of any applicable registration fees) as the Lender may reasonably require to record the interests of the Lender in any registers relating to registered Intellectual Property.

5.4 ***Notices***

Each Chargor shall give notice of:

- (a) on or promptly following the date of this Deed, the charge over its Notified Bank Accounts under this Deed to the person at which such accounts are maintained in the form set out in Part 1 of Schedule 3 (*Form of notice in relation to a Bank Account*); and
- (b) if the Lender so requires, the assignment or charge of any other Security Asset to the relevant third party in the form of Part 2 of Schedule 3 (*Form of notice to counterparties*) or such other form as the Lender so requires,

and, in the case of paragraph (a), shall procure that each person on whom a notice is served executes and delivers to the Lender within 30 days of the date of the Facility Agreement an acknowledgement of that notice in the relevant form scheduled to this Deed or in such other form as is satisfactory to the Lender and, in the case of paragraph (b), shall use all reasonable endeavours to procure that each person on whom a notice is served executes and delivers to the Lender an acknowledgement of that notice in the relevant form scheduled to this Deed or in such other form as the Lender may require.

6. **REPRESENTATIONS AND WARRANTIES**

Each Chargor makes the representations and warranties listed in Clause 6 in favour of each of the Lender.

6.1 ***Security Assets***

- (a) It is the legal and beneficial owner of the Security Assets with the right to transfer with full title guarantee all or any part of the Security Assets and has good and marketable title to the Security Assets.
- (b) Schedule 2 (*Security Assets*) identifies:
 - (i) all the bank accounts;
 - (ii) all the freehold and leasehold property situated in England and Wales;
 - (iii) all the registered patents, designs and trade marks, and applications in respect of the same; and
 - (iv) all the shares in respect of companies incorporated in England and Wales, beneficially owned by any Chargor at the date of this Deed.

6.2 ***Investments and Shares***

- (a) All Investments and the Shares are fully paid and none are subject to any option to purchase or similar rights.
- (b) It has not appointed any nominee to exercise or enjoy all or any of its rights in relation to the Investments or the Shares.
- (c) The constitutional documents of any company whose shares are the subject of the Security Interests created by this Deed do not and could not restrict or prohibit any transfer of those shares on creation or on enforcement of that Security Interest.
- (d) It does not have any obligation in respect of any retirement benefit or occupational pension scheme.

6.3 ***Repetition***

The representations in this Clause 6 are deemed to be made by each of the Chargors by reference to the facts and circumstances then existing on the date of this Deed and each day on which the representations and warranties contained in the Facility Agreement are repeated.

7. **UNDERTAKINGS**

7.1 ***Duration of Undertakings***

Each Chargor undertakes to the Lender in the terms of this Clause 7 for the duration of the Security Period.

7.2 ***General Undertakings***

(a) ***Negative Pledge and Disposal Restrictions***

It will not:

- (i) create or agree to create or permit to subsist or arise any Security Interest over all or any part of the Security Assets; or
- (ii) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Security Assets (save for Floating Charge Assets other than Intellectual Property on arm's length terms in the ordinary course of trading) or agree or attempt to do the same,

except as permitted by the Facility Agreement or with the prior written consent of the Lender.

(b) ***Deposit of Documents or Title Deeds***

It will deposit with the Lender:

- (i) to the extent that the relevant documents have not been deposited with a clearance system, settlement system or custodian acceptable to the Lender, all deeds, stock and share certificates or other documents of title (or documents evidencing title or the right to title) and agreements relating to a Security Asset (including all deeds and documents of title relating to the Property);
- (ii) any stock transfer forms or other instruments of transfer duly completed and executed in blank to the Lender's satisfaction;

- (iii) to the extent requested by the Lender from time to time:
 - (A) certified copies of all the Assigned Contracts; and
 - (B) all deeds and documents of title (if any) relating to the Receivables; and
- (iv) any other document which the Lender may require for the purposes of perfecting the Security Interests created or intended to be created by this Deed.

The Lender may retain any document delivered to it under Clause 7.2(b) above or otherwise only until such time as the security created under this Deed is released.

(c) *Compliance with Laws*

It shall at all times comply with all laws and regulations applicable to it and will obtain and maintain in full force and effect all Authorisations which may at any time be required with respect to any of the Security Assets.

(d) *Information*

It shall supply promptly to the Lender such information in relation to the Security Assets as the Lender may reasonably request.

(e) *Registration and Notifications*

It shall immediately notify the Lender of any contract, conveyance, transfer or other disposition or the acquisition by it of the legal or beneficial interest in any Property.

7.3 ***Investments and Shares***

(a) *Exercise of Rights*

- (i) Prior to the occurrence of an Acceleration Event, it shall not exercise or refrain from exercising (or direct the same) any of the powers or rights conferred upon or exercisable by the legal or beneficial owner of the Investments or the Shares unless such exercise or refrain from exercising (or direction to do the same):
 - (A) is expressly permitted by the terms of the Facility Agreement; or
 - (B) would not, or would not be reasonably likely to, affect any rights or powers of any Chargor arising from its legal or beneficial ownership of the Investment or the Shares.
- (ii) Following the occurrence of an Event of Default (provided that the relevant Event of Default is continuing), it shall not, without the prior written consent of the Lender, exercise or refrain from exercising (or direct the same) any of the powers or rights conferred upon or exercisable by the legal or beneficial owner of the Investments or the Shares.

(b) *Registration of Transfers*

Whilst an Event of Default is continuing and when requested by the Lender in writing, it shall procure that all Investments and Shares which are in registered form are duly registered in the name of the Lender or its nominee once a transfer relating to those Investments and Shares is presented for that purpose.

(c) *Clearance Systems etc*

Whilst an Event of Default is continuing and when requested by the Lender in writing, it shall instruct any clearance system, settlement system, custodian or similar person to transfer any Investments then held by any such person for its or some nominee's account to the account of the Lender (or its nominee) with such clearance system (or as otherwise required by the Lender).

(d) *Acquisition and Calls*

It shall:

- (i) not, without the prior written consent of the Lender, acquire any Investments or Shares unless they are fully paid;
- (ii) promptly notify the Lender of the acquisition of any Investment or Shares;
- (iii) duly and promptly pay all calls, instalments or other payments which may be due and payable in respect of any Investments or Shares and, for the avoidance of doubt, the Lender shall not incur any liability in respect of any amounts due from each Chargor in respect of such Investments or Shares.

(e) *Dividends*

- (i) Prior to the occurrence of an Acceleration Event it shall be entitled to receive and retain all dividends, distributions and other monies paid on or derived from its Shares and Investments.
- (ii) Whilst an Event of Default is continuing it shall promptly pay all dividends or other monies received by it in respect of the Investments and the Shares into a bank account nominated by the Lender.

(f) *Nominees*

It shall not appoint any nominee to exercise or enjoy all or any of its rights in relation to the Investments or the Shares without the prior written consent of the Lender (not to be unreasonably withheld).

7.4 *Receivables*

(a) *Receivables*

Each Chargor shall:

- (i) collect and realise all Receivables in the ordinary course of its business;
- (ii) not at any time without the prior written consent of the Lender deal with the Receivables or other monies relating thereto otherwise than by getting in the same and making payment thereof into its Bank Accounts. Each Chargor shall, pending such payment in, hold all such amounts upon trust for the Lender. Without prejudice to the generality of the foregoing, no Chargor shall, at any such time, factor or discount any of such debts or claims or enter into any agreement for such factoring or discounting; and
- (iii) if called upon so to do by the Lender, execute a legal assignment of the Receivables to the Lender in such terms as the Lender in its discretion may require, give such notice of that legal assignment to the debtors from whom

the Receivables are due, owing or incurred and take any such other step as the Lender in its discretion may require to perfect such legal assignment.

(b) *Other Bank Accounts*

After the security created by this Deed has become enforceable, if the Lender has served written notice on any Chargor requiring the same, that Chargor shall not, except with the prior written consent of the Lender, withdraw or attempt or be entitled to withdraw from any of its Bank Accounts all or any monies standing to the credit of such Bank Accounts.

7.5 *Power to Remedy*

If any Chargor fails to comply with any covenant set out in Clause 7.2 (*General Undertakings*) to 7.4 (*Receivables*) (inclusive), and that failure is not remedied within 10 days of the Lender giving notice to the relevant Chargor or the relevant Chargor becoming aware of the failure to comply, they will allow (and irrevocably authorises) the Lender or any Receiver to take any action on its behalf which the Lender or the Receiver deems necessary or desirable to ensure that those covenants are complied with. The relevant Chargor shall reimburse to the Lender and/or any Receiver, on demand, all amounts expended by the Lender or any Receiver in remedying such failure together with interest at the default rate (as set out in Clauses 9.5 and 9.6 (*Default Interest*) of the Facility Agreement) from the date of payment by the Lender or Receiver (as the case may be) until the date of reimbursement.

7.6 *To repair*

Each Chargor shall:

- (a) at all times keep in good and substantial repair and condition all the Property including all buildings, erections and structures on and in the Property;
- (b) keep all Plant and Machinery in good repair, working order and condition and fit for its purpose; and
- (c) where it is uneconomic to repair any part of the Property, replace such property by another similar asset of equal or greater quality and value.

7.7 *To allow entry*

Each Chargor shall allow, and shall procure that any person occupying the whole or any part of the Property under any lease will allow, the Lender and its agents, with or without surveyors, workmen or others authorised by it upon five (5) Business Days' prior notice (except in an emergency) to enter the Property from time to time in order to view the Property, to carry out any repairs on the Property which the Lender considers necessary or to do anything Lender is entitled to do pursuant to this Deed or the Facility Agreement.

7.8 *Alterations*

Except as permitted by the Facility Agreement, no Chargor shall:

- (a) commit any waste, or in any manner lessen the value of the Property;
- (b) carry out any work of demolition, construction, refurbishment, addition or otherwise in or to the Property; or
- (c) except with the prior written consent of the Lender (not to be unreasonably withheld), make any alterations to the Property.

7.9 *No creation of leases*

Except as permitted by the Facility Agreement, no Chargor shall, without the express prior written consent of the Lender (not to be unreasonably withheld):

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

7.10 *No creation of easements etc.*

Except as permitted by the Facility Agreement, no Chargor shall grant, create, or permit to be acquired, any easement, right or privilege relating to or affecting the whole or any part of the Property.

8. ENFORCEMENT AND POWERS OF THE LENDER

8.1 *Enforcement*

The Security Interests created pursuant to this Deed shall become immediately enforceable following the occurrence of an Event of Default and shall remain enforceable for as long as an Event of Default is continuing, and in such period the Lender may in its absolute discretion and without notice to the Chargors or the prior authorisation of any court:

- (a) enforce all or any part of the Security Interests created by this Deed and take possession of or dispose of all or any of the Security Assets in each case at such times and upon such terms as it sees fit; and
- (b) whether or not it has appointed a Receiver, exercise all of the powers, authorities and discretions:
 - (i) conferred from time to time on mortgagees by the LPA (as varied or extended by this Deed) or by law; and
 - (ii) granted to a Receiver by this Deed or from time to time by law; and
- (c) exercise all the rights, powers and discretions conferred on a Receiver by this Deed, the LPA, the Insolvency Act 1986 or otherwise by law, without first appointing a Receiver or notwithstanding the appointment of a Receiver.

8.2 *Power of Sale, Leasing and Other Powers*

- (a) For the purpose of all rights and powers implied or granted by law, the Secured Liabilities are deemed to have fallen due on the date of this Deed. The power of sale and other powers conferred by section 101 of the LPA and all other enforcement powers conferred by this Deed shall be immediately exercisable by the Lender following the occurrence of an Event of Default and whilst it is continuing.
- (b) The Lender may lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it thinks fit, without the need to comply with any of the provisions of sections 99 and 100 of the LPA.
- (c) In the exercise of the powers conferred by this Deed, the Lender may sever and sell plant, machinery or other fixtures separately from the property to which they may be annexed and it may apportion any rent or other amount without the consent of the Chargors.

8.3 *Statutory Restrictions*

The restriction on the consolidation of mortgages and on the power of sale imposed by sections 93 and 103 respectively of the LPA shall not apply to the Security Interests constituted by this Deed.

8.4 *Appropriation*

- (a) In this Deed, “financial collateral” has the meaning given to that term in the Financial Collateral Arrangements (No.2) Regulations 2003.
- (b) Whilst an Event of Default is continuing, the Lender may appropriate all or part of the financial collateral forming part of the Security Assets in or towards satisfaction of the Secured Liabilities.
- (c) The Parties agree that the value of any such Security Assets appropriated in accordance with paragraph (b) above shall be the market price of such Security Assets at the time the right of appropriation is exercised as determined by the Lender by reference to such method or source of valuation as the Lender may reasonably select, including by independent valuation. The Parties agree that the methods or sources of valuation provided for or selected by the Lender in accordance with this paragraph (c) shall constitute a commercially reasonable manner of valuation for the purposes of the Financial Collateral Arrangements (No.2) Regulations 2003.
- (d) The Lender shall notify the Chargors, as soon as reasonably practicable, of the exercise of its right of appropriation as regards such of the Security Assets as are specified in such notice.

9. **APPOINTMENT OF A RECEIVER OR ADMINISTRATOR**

9.1 *Appointment*

- (a) At any time after the occurrence of an Acceleration Event, or at the request of any Chargor or its directors, the Lender may, without prior notice to any Chargor, in writing (under seal, by deed or otherwise under hand) appoint:

- (i) a Receiver in respect of the Security Assets or any part thereof and may in like manner from time to time (and insofar as it is lawfully able to do) remove any Receiver and appoint another in his place; or
 - (ii) one or more persons to be an Administrator in accordance with paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (b) Nothing in paragraph (a) above shall restrict the exercise by the Lender of any one or more of the rights of the Lender under Schedule B1 to the Insolvency Act 1986 and the rules thereunder or at common law.
- (c) Section 109(1) of the LPA shall not apply to this Deed.

9.2 ***Several Receivers***

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this Deed (unless the document appointing such Receiver states otherwise).

9.3 ***Remuneration of Receiver***

The Lender may from time to time fix the remuneration of any Receiver. For the purpose of this Clause 9.3, the limitation set out in Section 109(6) LPA shall not apply.

9.4 ***Liability of Lender for Actions of a Receiver or Administrator***

- (a) Each Receiver shall be the agent of the relevant Chargor which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. The Lender shall not be responsible for any misconduct, negligence or default of a Receiver.
- (b) The Lender shall not have any liability for the acts or omissions of an Administrator.

10. **POWERS OF A RECEIVER**

A Receiver shall have (and be entitled to exercise) in relation to the Security Assets over which he is appointed the following powers (as the same may be varied or extended by the provisions of this Deed):

- (a) all of the specific powers set out in Schedule 6 (*Powers of Receiver*);
- (b) all of 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 of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA;
- (d) all of the powers conferred on the Lender under this Deed;
- (e) all the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which any Chargor itself could do or omit to do;
- (f) the power to do all things which, in the opinion of the Receiver, are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Receiver pursuant to this Deed or upon receivers by statute or law generally including the bringing or defending of proceedings in the name of, or on behalf of, any Chargor; the collection and/or realisation of Security Assets in such manner and on such terms as the Receiver sees fit; and the execution of documents in the name of any Chargor

(whether under hand, or by way of deed or by utilisation of the company seal of any Chargor).

11. APPLICATION OF MONEYS

11.1 *Order of Application*

All amounts from time to time received or recovered by the Lender pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or any part of the Security Interests created by this Deed (for the purposes of this Clause 11, the “Recoveries”) shall be applied at any time as the Lender (in its discretion) sees fit, to the extent permitted by applicable law (and subject to the provisions of this Clause 11), in the following order, after the payment of any preferential debts ranking in priority to the Secured Liabilities:

- (a) in discharging any sums owing to the Lender or any Receiver or Administrator;
- (b) in payment of all costs and expenses incurred by the Lender in connection with any realisation or enforcement of the Security Interests created by this Deed;
- (c) in payment of any Secured Liabilities; and
- (d) the balance of any Recoveries, after all amounts due under paragraphs (a) to (c) above have been paid in full, to any Chargor or other person entitled thereto.

The provisions of this Clause 11.1 will override any appropriation made by any Chargor.

11.2 *Prospective Liabilities*

Whilst an Event of Default is continuing, the Lender may, in its discretion, hold any amount of the Recoveries in an interest bearing suspense or impersonal account(s) in the name of the Lender with such financial institution (including itself) and for so long as the Lender shall think fit (the interest being credited to the relevant account) for later application under Clause 11.1 (*Order of Application*) in respect of:

- (a) any sum owed to the Lender; and
- (b) any part of the Secured Liabilities,

that the Lender reasonably considers, in each case, might become due or owing at any time in the future.

11.3 *Investment of Proceeds*

Prior to the application of the proceeds of the Recoveries in accordance with Clause 11.1 (*Order of Application*) the Lender may, in its discretion, hold all or part of those proceeds in an interest bearing suspense or impersonal account(s) in the name of the Lender with such financial institution (including itself) and for so long as the Lender shall think fit (the interest being credited to the relevant account) pending the application from time to time of those moneys in the Lender’s discretion in accordance with the provisions of Clause 11.1 (*Order of Application*).

11.4 *Currency Conversion*

- (a) For the purpose of, or pending the discharge of, any of the Secured Liabilities the Lender may convert any moneys received or recovered by the Lender from one currency to another, at a market rate of exchange.

- (b) The obligations of any Obligor to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

11.5 ***Permitted Deductions***

The Lender shall be entitled, in its discretion:

- (a) to set aside by way of reserve, amounts required to meet, and to make and pay, any deductions and withholdings (on account of taxes or otherwise) which it is or may be required by any applicable law to make from any distribution or payment made by it under this Deed; and
- (b) to pay all Tax which may be assessed against it in respect of any of the Security Assets, or as a consequence of performing its duties, or by virtue of its capacity as Lender under any of the Finance Documents or otherwise.

12. **PROTECTION OF THIRD PARTIES**

12.1 ***No Obligation to Enquire***

No purchaser from, or other person dealing with, the Lender shall be obliged or concerned to enquire whether:

- (a) the right of the Lender to exercise any of the powers conferred by this Deed has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or
- (b) any of the Secured Liabilities remains outstanding or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

12.2 ***Receipt Conclusive***

The receipt of the Lender or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve such purchaser of any obligation to see to the application of any moneys paid to or by the direction of the Lender or any Receiver.

13. **PROTECTION OF THE LENDER**

13.1 ***No Liability***

The Lender shall not be liable in respect of any of the Security Assets or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers unless caused by the Lender's gross negligence, wilful default or breach of any of its obligations under the Finance Documents.

13.2 ***Possession of Security Assets***

Without prejudice to Clause 13.1 (*No Liability*), if the Lender enters into possession of the Security Assets, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession.

13.3 ***No proceedings***

No Party (other than the Lender, a Receiver or a Delegate in respect of its own officers, employees or agents) may take any proceedings against any officer, employee or agent of the Lender in respect of any claim it might have against the Lender or in respect of any act or

omission of any kind by that officer, employee or agent in relation to any Finance Document or any Security Asset and any officer, employee or agent of the Lender may rely on this Clause.

14. CUMULATIVE POWERS AND AVOIDANCE OF PAYMENTS

14.1 *Cumulative Powers*

The powers which this Deed confers on the Lender and any Receiver appointed under this Deed are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Lender or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Lender and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

14.2 *Amounts Avoided*

If any amount paid by any Chargor in respect of the Secured Liabilities is capable of being avoided or set aside on the liquidation or administration of any Chargor or otherwise, then for the purposes of this Deed that amount shall not be considered to have been paid. No interest shall accrue on any such amount, unless and until such amount is so avoided or set aside.

14.3 *Discharge Conditional*

Any settlement or discharge between any Chargor and the Lender shall be conditional upon no security or payment to the Lender by any Chargor or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of the Lender under this Deed) the Lender shall be entitled to recover from any Chargor the value which the Lender has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

15. RULING-OFF ACCOUNTS

If the Lender receives notice of any subsequent Security Interest or other interest affecting any of the Security Assets it may open a new account for the relevant Chargor in its books. If it does not do so then (unless it gives written notice to the contrary to the relevant Chargor), as from the time it receives that notice, all payments made by the relevant Chargor to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the relevant Chargor and not as having been applied in reduction of the Secured Liabilities.

16. POWER OF ATTORNEY

16.1 Each Chargor, by way of security, irrevocably and severally appoints each of the Lender and any Receiver as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this Deed, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Lender or any Receiver under this Deed or otherwise for any of the purposes of this Deed, and each Chargor covenants with each of the Lender and any Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.

17. DELEGATION

- 17.1 The Lender may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any of the rights, powers and discretions vested in it by or pursuant to this Deed.
- 17.2 That delegation may be made upon any terms and conditions (including the power to sub delegate) and subject to any restrictions that the Lender may, in its discretion, think fit in the interests of the Lender and it shall not be bound to supervise, or be in any way responsible for any loss incurred by reason of any misconduct or default on the part of any such delegate or sub delegate.

18. REDEMPTION OF PRIOR CHARGES

The Lender may, redeem any prior Security Interest on or relating to any of the Security Assets or procure the transfer of that Security Interest to itself, and may settle and pass the accounts of any person entitled to that prior Security Interest. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargors. Each Chargor will on demand pay to the Lender all principal monies and interest and all losses incidental to any such redemption or transfer.

19. MISCELLANEOUS

19.1 *Assignment*

No Chargor may assign any of its rights or transfer any of its rights or obligations under this Deed. The Lender may assign and transfer all or any part of its rights and obligations under this Deed.

19.2 *Counterparts*

- (a) This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.
- (b) Failure by one or more Parties (“Non-Signatories”) to execute this Deed on the date of this Deed will not invalidate the provisions of this Deed as between the other Parties who do execute this Deed. Any Non-Signatories may execute this Deed (or a counterpart of this Deed) on a subsequent date and will thereupon become bound by its provisions.

19.3 *Covenant to Release*

At the end of the Security Period, the Lender shall, at the request and cost of the Chargors, release the Security Assets from the security constituted by this Deed (including any assignment by way of security) by executing a release substantially in the form set out in Schedule 4 (*Deed of Release*) with such amendments as the Lender may agree.

19.4 *Notices*

All notices or demands under this Deed shall be served in accordance with Clause 26 (*Notices*) of the Facility Agreement.

20. GOVERNING LAW

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

21. JURISDICTION

- 21.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a “Dispute”).
- 21.2 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.

In witness whereof this Deed has been duly executed and delivered on the above date first above written.

SCHEDULE 1
THE CHARGORS

Name of Chargor	Company Number	Registered Office
StreetTeam Software Limited	09750608	3 Loughborough Street, London, United Kingdom, SE11 5RB
JusTours, Inc.	4903636	251 Little Falls Drive, Wilmington, New Caste, Delaware, 19808
JusExperiences UK Limited	12260055	3 Loughborough Street, London, United Kingdom, SE11 5RB

SCHEDULE 2
SECURITY ASSETS

Part 1
The Bank Accounts

Chargor	Currency	Account Number	Account Sort Code	Account Branch Address	Reference/designation	Notified Bank Account
StreetTeam Software Limited	GBP			HSBC Belgravia Branch	Client Account	Yes
StreetTeam Software Limited	GBP			HSBC Belgravia Branch	Primary Account	Yes
StreetTeam Software Limited	USD			HSBC Bank Plc	Currency Account	Yes
StreetTeam Software Limited	EUR			HSBC Bank Plc	Client Account	Yes
StreetTeam Software Limited	EUR			HSBC Belgravia Branch	Client Account	No
JusExperiences UK Limited	GBP			HSBC Belgravia Branch	Operations Account	Yes
StreetTeam Software Limited	GBP			HSBC Belgravia Branch	Savings account	No
StreetTeam Software Limited	CAD			HSBC Belgravia Branch	Currency account	No

Part 2
Intellectual Property – Trade marks

Registration/Application	Mark	Classes	Filing date
UK Registration UK00003021286	POLLEN	9, 35, 41, 45	13/12/2013
International Registration Number 1211602	POLLEN	9, 35, 41, 45	17/01/2014
UK Registration UK00003376745	POLLEN	9, 35, 39, 41, 42, 45	19/07/2019

Part 3
Property

None at the date of this Deed

Part 4
Shares

Chargor	Name of company in which Shares are held	Number and class of shares
StreetTeam Software Limited	StreetTeam Software LLC	100 units (non-certificated)
StreetTeam Software Limited	JusTours, Inc.	100 ordinary shares
JusTours, Inc.	JusExperiences UK Limited	1 ordinary share

Part 5
Assigned Contracts

Contract	Parties	Date
Term Loan Agreement	StreetTeam Software LLC and StreetTeam Software Limited	1 July 2019
Intra-group Loan Agreement	StreetTeam Software Limited StreetTeam Software LLC JusTours, Inc 2504030 Ontario Inc. 2504031 Delaware Inc. (as borrowers) StreetTeam Software Limited StreetTeam Software LLC JusTours, Inc 2504030 Ontario Inc. (as lenders)	1 January 2019
Campus Acquisition Agreement and any other related document including without limitation all schedules, exhibits and annexes thereto and all side letters and agreements affecting the terms thereof or entered into in connection therewith and any payout, release and lien discharge in respect of Campus Target Shares or the Campus Target Assets.	StreetTeam Software Limited JusTours, Inc The Sellers and Guarantors (each as defined in the Campus Acquisition Agreement)	26 October 2018 in respect of the Campus Acquisition Agreement

SCHEDULE 3
FORM OF NOTICES

Part 1
(Form of notice in relation to a Bank Account)

To: [Bank]
 [Address]

(the “Account Bank”)

Dated: [●]

Dear Sirs

We refer to the following accounts of [●] (the “Chargor”) with you:

Account Number	Sort Code	Account Name

We give you notice that, by a debenture dated [●] the Chargor has charged to Global Growth Capital S.à r.l (the “Lender”) by way of fixed charge its interest in and to the money from time to time standing to the credit of the accounts referred to above (the “Charged Accounts”) and to all interest (if any) accruing on the Charged Accounts.

The Chargor irrevocably authorises and instructs you to disclose to the Lender any information relating to the Chargor and the Charged Accounts which the Lender may from time to time request you to provide.

The Lender confirms that, until you receive written notice from the Lender to the contrary, you are authorised to permit the Chargor to receive, withdraw or otherwise transfer any credit balance from time to time on the Charged Accounts without first obtaining the consent in writing of the Lender.

This notice and any non-contractual obligations arising out of or in connection with this notice are governed by the law of England.

Would you please acknowledge receipt of this letter and your acceptance of the above by signing the attached form of acknowledgement and returning it to the Lender at the following address:

Global Growth Capital S.à r.l [●]

Attention: [●]

Yours faithfully

[●]

(Acknowledgement from Account Bank)

To:

Global Growth Capital S.à r.l [●]

For the attention of: [●]

[●]

Dear Sirs

We acknowledge receipt of a notice (a copy of which is attached) dated [●] and addressed to us by [●] (the “Chargor”). Expressions defined in such notice have the same meanings in this acknowledgement.

We acknowledge and confirm that:

1. we accept the instructions in the notice and will act in accordance with the provisions of such notice until the Lender notifies us in writing that the notice is revoked;
2. we have not received notice that any third party has any interest in the Charged Accounts; and
3. we have not claimed or exercised and will not claim or exercise (except with the Lender’s prior written consent) any security interest, right of set-off, consolidation or counterclaim or any other right against or in respect of any of the Charged Accounts, except in respect of our usual administrative and transactional fees and charges in relation to the Charged Account in question.

This acknowledgement and any non-contractual obligations arising out of or in connection with this acknowledgement are governed by the law of England and in connection with any proceedings with respect to this acknowledgment and any such non-contractual obligations we submit to the jurisdiction of the Courts of England for your exclusive benefit.

Yours faithfully

Part 2

(Form of notice to counterparties)

To: [insert name and address of counterparty]

Dated:

Dear Sirs

Re: [identify the relevant agreement] (the “Agreement”)

We notify you that we have [assigned, by way of security,/charged] to Global Growth Capital S.à r.l (the “Lender”) all our right, title and interest in the Agreement as security for certain obligations owed by us to the Lender.

We further notify you that:

1. you may continue to deal with us in relation to the Agreement until you receive written notice to the contrary from the Lender. Thereafter, we will cease to have any right to deal with you in relation to the Agreement and therefore, from that time, you should deal only with the Lender;
2. you are authorised to disclose information in relation to the Agreement to the Lender on request;
3. after receipt of written notice in accordance with paragraph 1 above, you must pay all monies to which we are entitled under the Agreement direct to the Lender (and not to us) unless the Lender otherwise agrees in writing; and
4. the provisions of this notice may only be revoked or amended with the prior written consent of the Lender.

Please sign and return the enclosed copy of this notice to the Lender (with a copy to us) 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 will not amend in [any/a material] way, waive or release any rights, interest or benefit in relation to the Agreement or terminate the Agreement without the prior written consent of the Lender;
- (c) you have not received notice that we have assigned or charged our rights under the Agreement to a third party or created any other interest in the Agreement in favour of a third party; and
- (d) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against us any right of set-off, counter-claim or other right relating to the Agreement.

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

Yours faithfully

.....
for and on behalf of

[insert the name of the Chargor]

[On acknowledgement copy]

To: Global Growth Capital S.à r.l

Copy to: [insert the name of the Chargor]

We acknowledge receipt of the above notice and the notifications therein, agree to abide by its terms and confirm the matters set out in paragraphs (a) to (d) (inclusive) above.

.....

for and on behalf of

[insert name of counterparty]

Dated: [●]

SCHEDULE 4
FORM OF DEED OF RELEASE

This Deed of release is made on [●]

BETWEEN:

- (1) **GLOBAL GROWTH CAPITAL S.À R.L** (the “**Lender**”); and
- (2) [*THE CHARGOR*] (registered in England and Wales under company number [●]) the registered office of which is at [●] (the “**Chargor**”).

It is agreed as follows:

1. Capitalised terms used but not otherwise defined in this Deed have the meaning ascribed to them by the debenture granted by the Chargor to the Lender on [●] (the “**Debenture**”).
2. The Lender hereby absolutely, irrevocably and unconditionally:
 - (a) releases all Security Interests (including any assignment by way of security) created by, or evidenced in, the Debenture [and [any other relevant security documents]] (together the “**Security Interests**”); and
 - (b) releases the Chargor from all its covenants, liabilities and obligations under the Debenture [and [any other relevant security documents]]; and
 - (c) reassigns to the Chargor absolutely all or any part of the Security Assets (if any) assigned to the lender by or pursuant to the Debenture [and [any other relevant security documents]].
3. The Lender hereby agrees, subject to its costs for so doing being fully indemnified by the Chargor, to execute such other documents for the release of the Security Interests as the Chargor may require, including, without limitation, notices of reassignment and Land Registry Forms.
4. This Deed and any non-contractual obligations arising out of or in connection with it are governed by English Law.

In witness whereof this Deed has been executed and delivered as a deed on the date written at the beginning of this Deed.

[Add signature blocks]

SCHEDULE 5
SUPPLEMENTAL DEBENTURE

THE SUPPLEMENTAL DEBENTURE is made on [●]

BETWEEN:

- (1) [THE CHARGOR] (registered in England and Wales under company number [●]) the registered office of which is at [●] (the “Company”); and
- (2) GLOBAL GROWTH CAPITAL S.À R.L (the “Lender”).

BACKGROUND

- (A) Pursuant to the Original Debenture (as defined below), the Company created Security Interests over all of its assets for, amongst other things, its present and future obligations and liabilities under the Finance Documents.
- (B) The Company has [directed all its customers and other debtors to pay all Receivables into the Bank Accounts][acquired interests in [describe newly acquired assets]] and the Company has agreed to enter into this Supplemental Debenture.
- (C) This Supplemental Debenture is supplemental to the Original Debenture (as defined below).

The parties to this Supplemental Debenture agree as follows:

1. DEFINITIONS AND CONSTRUCTION

1.1 Definitions

Terms defined in the Original Debenture shall, unless otherwise defined in this Supplemental Debenture or unless a contrary intention appears, bear the same meaning when used in this Supplemental Debenture and the following terms have the following meanings:

“[●]” means [●];

“Original Debenture” means the debenture between [amongst others] (1) the Company and (2) the Lender dated [●].

1.2 Construction

- (a) Unless a contrary intention appears, Clause 1.2 (*Construction*) of the Debenture applies to this Supplemental Debenture, and shall be deemed to be incorporated into this Supplemental Debenture, mutatis mutandis, as though set out in full in this Supplemental Debenture, with any reference to “this Agreement” being deemed to be a reference to “this Supplemental Debenture”, subject to any necessary changes.

- (b) Any references to the Lender or any Receiver shall include its Delegate.

1.3 Law of Property (Miscellaneous Provisions) Act 1989

To the extent necessary for any agreement for the disposition of the Security Assets in this Supplemental Debenture to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Supplemental Debenture are incorporated into this Supplemental Debenture.

1.4 ***Implied Covenants for Title***

The obligations of the Company under this Supplemental Debenture shall be in addition to the covenants for title deemed to be included in this Supplemental Debenture by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

1.5 ***Effect as a Deed***

This Supplemental Debenture is intended to take effect as a deed notwithstanding that the Lender may have executed it under hand only.

2. SECURITY ASSETS

2.1 A as security for the payment of the Secured Liabilities, the Company charges in favour of the Lender, with full title guarantee, by way of fixed charge:

(a) [describe assets to be charged]; and

(b) [describe assets to be charged].

2.2 As security for payment of the Secured Liabilities, the Company assigns, by way of security, with full title guarantee to the Lender all its right, title and interest in:

(a) [describe assets to be assigned]; and

(b) [describe assets to be assigned],

together with all Related Rights relating thereto.

3. INCORPORATION

The provisions of Clause 4 (*Nature of Security*) to Clause 19 (*Miscellaneous*) (inclusive) of the Original Debenture apply to this Supplemental Debenture as though they were set out in full in this Supplemental Debenture except that references to “**this Deed**” in the Original Debenture are to be construed as references to “**this Supplemental Debenture**”.

4. CONTINUATION

4.1 Except insofar as supplemental hereby, the Original Debenture will remain in full force and effect.

4.2 The Company agrees that the execution of this Supplemental Debenture shall in no way prejudice or affect the security granted by it (or the covenants given by it) under the Original Debenture.

4.3 References in the Original Debenture to “**this Deed**” and expressions of similar import shall be deemed to be references to the Original Debenture as supplemented by this Supplemental Debenture and to this Supplemental Debenture.

4.4 This Supplemental Debenture is designated as a Finance Document.

5. GOVERNING LAW

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

6. JURISDICTION

- 6.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Debenture (including a dispute relating to the existence, validity or termination of this Supplemental Debenture or any non-contractual obligation arising out of or in connection with this Supplemental Debenture) (a “**Dispute**”).
- 6.2 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.
- 6.3 This Clause 6 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

In witness whereof this Supplemental Debenture has been duly executed on the above date first above written.

Schedule

[Schedule assets to be charged/assigned as appropriate]

[Signature blocks to be inserted here]

SCHEDULE 6
POWERS OF RECEIVER

1. POSSESSION

Take immediate possession of, get in and collect the Security Assets or any part thereof.

2. CARRY ON BUSINESS

Carry on, manage or concur in carrying on or managing the whole or any part of the business of a Chargor as he in his discretion may think fit.

3. PROTECTION OF ASSETS

- (a) Manage, insure, repair, decorate, maintain, alter, improve, develop, construct, modify, refurbish, renew or add to the Security Assets or concur in so doing;
- (b) commence, continue or complete any new works, unfinished work, building operations, construction, reconstruction, maintenance, furnishing, finishing or fitting-out on the Property;
- (c) apply for and maintain any planning permissions, building regulations, approvals and any other permissions, consents or licences,

in each case as he in his discretion may think fit.

4. REALISATION OF ASSETS

Sell, exchange, convert into money and realise the Security Assets or concur in so doing by public auction or private contract and generally in such manner and on such terms as he in his discretion may think fit. Without prejudice to the generality of the foregoing, he may do any of these things for any valuable consideration, whether full market value or otherwise, including, without limitation, cash, shares, stock, debentures or other obligations. Any such consideration may be payable in a lump sum or by instalments spread over such period as he in his discretion may think fit.

5. LET, HIRE OR LEASE

- (a) Let, hire or lease (with or without premium) and accept surrenders of leases or tenancies or concur in so doing;
- (b) grant rights, options or easements over and otherwise deal with or dispose of, and exercise all rights, powers and discretions incidental to, the ownership of the Security Assets;
- (c) exchange or concur in exchanging the Security Assets;

in each such case in such manner and generally on such terms as he may in his discretion think fit, with all the powers of an absolute beneficial owner. The Receiver may exercise any such power by effecting such transaction in the name or on behalf of the Chargor or otherwise.

6. REGISTRATION

Use a Chargor's name to effect any registration or election for tax or other purposes.

7. INSURANCES

Effect, review or vary insurances.

8. BORROWING

For the purpose of exercising any of the powers, authorities or discretions conferred on him by or pursuant to this Deed or of defraying any costs (including, without limitation, his remuneration) which are incurred by him in the exercise of such powers, authorities or discretions or for any other purpose, to raise and borrow money or incur any other liability either unsecured or secured on the Security Assets, either in priority to the Security Interests created by this Deed or otherwise, and generally on such terms as he in his discretion may think fit. No person lending such money is to be concerned to enquire as to the propriety or purpose of the exercise of such power or as to the application of money so raised or borrowed.

9. LENDING

Lend money to any person.

10. ADVANCE CREDIT

Advance credit, in the ordinary course of a Chargor's business, to any person.

11. MAKE CALLS

Make, or require the directors of a Chargor to make, such calls upon the shareholders of the Chargor in respect of any uncalled capital of a Chargor as the Receiver in his discretion may require and enforce payment of any call so made by action (in the name of that Chargor or the Receiver as the Receiver in his direction may think fit) or otherwise.

12. COMPROMISE

- (a) Settle or compromise any claim by, adjust any account with, refer to arbitration any dispute with, and deal with any question or demand from, any person who is, or claims to be, a creditor of a Chargor, as he may in his discretion think fit; and
- (b) settle or compromise any claim, adjust any account, refer to arbitration any dispute and deal with any question or demand relating in any way to the Security Assets, as he in his discretion may think fit.

13. PROCEEDINGS

In the name of a Chargor, bring, prosecute, enforce, defend or abandon all such actions, suits and proceedings in relation to the Security Assets as he in his discretion may think fit.

14. SUBSIDIARIES

- (a) Promote the formation of any subsidiary of a Chargor with a view to such subsidiary purchasing, leasing, licensing or otherwise acquiring an interest in the Security Assets;
- (b) arrange for the purchase, lease, licence or acquisition of an interest in the Security Assets by any such subsidiary for any valuable consideration, including, without limitation, cash, shares, debentures, loan stock, convertible loan stock or other securities, profits or a sum calculated by reference to profits, turnover, royalties, licence fees or otherwise, whether or not secured on the undertaking or assets of such

subsidiary and whether or not such consideration is payable or receivable in a lump sum or at any time or any number of times by instalments spread over such period, as the Receiver in his discretion may think fit; and

- (c) arrange for such subsidiary to trade or cease to trade as the Receiver in his discretion may think fit;

15. EMPLOYEES

Appoint and discharge any manager, officer, agent, professional adviser, employee and any other person, upon such terms as he in his discretion may think fit.

16. RECEIPTS

Give valid receipts for all monies and execute all assurances and things which he in his discretion may think proper or desirable for realising the Security Assets.

17. DELEGATION

Delegate any or all of his powers in accordance with this Deed.

SIGNATORIES TO THIS DEED

Chargors

Executed as a deed by

STREETTEAM SOFTWARE LIMITED

acting by

.....JAMES ELLIS.....

in the presence of:

Director

Name of witness:

(in BLOCK CAPITALS)

ANNE BEDI

Signature of witness:

Address:

Occupation:

Communications Director

Notice Details

Address: 3 Loughborough Street, London SE11 5RB

Email: james.ellis@pollen.co; stephanie.ng@pollen.co; legal@pollen.co

Attention: James Ellis/Stephanie Ng/Legal Team

Executed as a deed by

JUSTOURS, INC.

acting by

JAMES ELLIS

in the presence of:

)
)
)
)
)

Director

Name of witness:

(in BLOCK CAPITALS)

ANNE BEDI

Signature of witness:

Address:

Occupation:

Communications Director

Notice Details

Address: 3 Loughborough Street, London SE11 5RB

Email: james.ellis@pollen.co; stephanie.ng@pollen.co; legal@pollen.co

Attention: James Ellis/Stephanie Ng/Legal Team

Executed as a deed by
two authorised signatories
for and on behalf of
GLOBAL GROWTH CAPITAL S.À R.L

..... Laurent Fudvoye
Manager

Salvador de Maza

Address: Atrium Business Park, 33-39 rue du Puits Romain, L-8070, Bertrange, Grand Duchy of Luxembourg

Attention: Harsh Patel; Julien De-Mayer; Susan Draper; Anastasia Mashtakova