



Registration of a Charge

Company Name: **CLEO AI LTD.**

Company Number: **09864205**



Received for filing in Electronic Format on the: **10/01/2022**

XAVE2H4R

Details of Charge

Date of creation: **05/01/2022**

Charge code: **0986 4205 0005**

Persons entitled: **SILICON VALLEY BANK**

Brief description: **THE COMPANY CHARGES BY WAY OF FIRST LEGAL MORTGAGE THE PROPERTY (AS DEFINED IN THE INSTRUMENT), ALTHOUGH NO FURTHER DETAIL IS SPECIFIED IN THE INSTRUMENT. FOR FURTHER INFORMATION, PLEASE SEE CLAUSE 3.2 AND SCHEDULE 1 OF THE INSTRUMENT. THE COMPANY ALSO CHARGES BY WAY OF FIRST FIXED CHARGE THE INTELLECTUAL PROPERTY (AS DEFINED IN THE INSTRUMENT) INCLUDING THE TRADEMARK WITH TRADEMARK APPLICATION NO. UK00003318281 IN CLASSES 9, 36 AND 42 FOR THE MARK 'CLEO'. FOR FURTHER INFORMATION, PLEASE SEE CLAUSE 3.8 AND SCHEDULE 2 OF THE INSTRUMENT.**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **PHILIP ABBOTT**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9864205

Charge code: 0986 4205 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th January 2022 and created by CLEO AI LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th January 2022 .

Given at Companies House, Cardiff on 11th January 2022

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



Companies House



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

EXECUTION VERSION

Date: 5 January 2022

Cleo AI Ltd.

as Chargor

Silicon Valley Bank

as Collateral Agent

Debenture

this document is registrable at the UK Companies Registry

Contents

No.	Heading	Page
1.	Definitions and interpretation	1
2.	Covenant to pay	4
3.	Mortgages and charges	4
4.	Restrictions on dealing	7
5.	Perfection of the Collateral Agent's security	8
6.	Insurance	9
7.	Undertakings by the Chargor	10
8.	When security becomes enforceable	13
9.	Enforcement of security	14
10.	Appointment of Receiver or administrator	15
11.	Other matters relating to enforcement	19
12.	No liability as mortgagee in possession	20
13.	Expenses	20
14.	Power of Attorney	21
15.	Protection of purchasers	22
16.	Subsequent charges	22
17.	Redemption of prior mortgages	22
18.	Set-off	23
19.	Payments	23
20.	Currency	23
21.	Suspense account	24
22.	The Collateral Agent's remedies	24
23.	Provisions severable	25
24.	The Collateral Agent's discretion	25
25.	Certificates	25

26.	Assignment	25
27.	Release	26
28.	Third party rights	26
29.	Counterparts	26
30.	Notices	26
31.	Governing law and jurisdiction	26
	Schedule 1	28
	Details of the Property	28
	Schedule 2	29
	Details of Intellectual Property	29

THIS DEBENTURE is made by way of deed the 5th day of January 2022

BETWEEN:

- (1) **CLEO AI LTD.** (the "**Chargor**") a company registered in England and Wales with registration number 09864205 and whose registered office is at 8 Blackstock Mews, London, England, N4 2BT; and
- (2) **SILICON VALLEY BANK**, (the "**Collateral Agent**") a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054, USA and with its United Kingdom branch located at Alphabeta, 14-18 Finsbury Square, London EC2A 1BR as agent and security trustee for itself and each of the Finance Parties.

IT IS AGREED as follows:

1. Definitions and interpretation

1.1 Definitions

In this Debenture:

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

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

"**Business Day**" means any day that is not a Saturday, Sunday or a day on which the Collateral Agent is closed for general business in London;

"**Charged Intellectual Property**" means the intellectual property rights charged by this Debenture as more particularly referred to in Clause 3.8 (*Intellectual Property*);

"**Collateral**" means the assets of the Chargor for the time being mortgaged, or charged (whether by way of fixed or floating charge) to the Collateral Agent or subject to any other security in favour of the Collateral Agent by or pursuant to this Debenture;

"**Contracts**" means the contracts, deeds, undertakings, agreements, rights, warranties, securities, covenants, guarantees, bonds and indemnities charged to the Collateral Agent pursuant to Clause 3.7 (*Contracts*);

"**Copyrights**" means all copyright rights, applications or registrations and like protections in each work or authorship or derivative work, whether published or not (whether or not it is a trade secret) now or later existing, created, acquired or held;

"**Default Rate**" means 3% per annum above the highest rate of interest applicable to any of the Secured Obligations;

"**Fixed Charge Assets**" means the assets of the Chargor charged by way of fixed charge or mortgage or subject to any other security in favour of the Collateral Agent by or pursuant to Clauses 3.2 (*Land*) to 3.15 (*U.S. credit balances*) (inclusive) of this Debenture;

"**Floating Charge Assets**" means the assets of the Chargor charged by way of floating charge to the Collateral Agent pursuant to Clause 3.16 (*Floating charge*);

"Intellectual Property" means any all subsisting intellectual property rights presently or in the future owned by the Chargor in any part of the world including the intellectual property specified in Schedule 2 (if any) and Patents and rights of a similar nature, applications for patents and such rights, divisions, prolongations, renewals, extensions, supplementary protection certificates and continuations of such applications for Patents, registered and unregistered trademarks, registered and unregistered service marks, registered and unregistered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, processes, software, formulae, technology (whether patentable or not) data, drawings, specifications, business or trade secrets, technical information, confidential information, Know-how, business names, trade names, brand names, domain names, database rights, Copyrights and rights in the nature of database rights and copyright, design rights, get-up and any uniform resource identifier and any similar rights existing in any country and all legal equitable and other rights in any of them owned by the Chargor and the benefit (subject to the burden) of any and all agreements, arrangements and licences (where such agreements and licences permit the creation of security without prior consent) in connection with any of the foregoing;

"Know-how" means all the body of knowledge, technical experience, expertise and skills, technical processes, secret processes, formulae and technical information held by the Chargor and relating to its business, which is not in the public domain;

"Loan Agreement" means the term loan agreement dated on or about the date of this Debenture between, among others, the Collateral Agent, the Chargor and Cleo AI Inc.;

"Loan Documents" is defined in the Loan Agreement;

"Obligor" is defined in the Loan Agreement;

"Patents" means patents, patent applications and like protections, including improvements, divisions, continuations, renewals, reissues, extensions and continuations in part of the same;

"Permitted Security Interests" is defined in the Loan Agreement;

"Property" means all the freehold and leasehold property (excluding unregistered leasehold properties and registered leasehold properties with no capital value) from time to time the subject of any security created by this Debenture including, but without limitation, the properties (if any) more particularly described in Schedule 1 and the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor and any moneys paid or payable in respect of any such covenant;

"Receiver" means a receiver or receiver and manager appointed by the Collateral Agent under this Debenture;

"Secured Obligations" means all present and future monies, obligations and liabilities of each Obligor to the Collateral Agent under or in connection with the Loan Documents and all other present and future liabilities of each Obligor to the Collateral Agent (except in relation to the Silicon Valley Bank Warrant Instrument, Silicon Valley Bank Warrant Certificate, SVB Capital Warrant Instrument and SVB Capital Warrant Certificate), in each case whether actual or contingent, and whether owed or incurred alone or jointly and/or severally with another and as principal or as surety or in any other capacity or of any nature;

"Securities" means all present or future shares, stocks, warrants, debentures, bonds, loan capital and other securities and investments (certificated or uncertificated) or units in any account or balance owned by the Chargor or held by any nominee on its behalf or rights against

any operator of or participant in any system or facility (wherever established) providing means for the deposit of and clearance of transactions in any such securities and all income, rights or property derived from or attaching to the same;

"Security Period" means the period commencing on the date of this Debenture and ending on the date upon which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full;

"State" means a state of the U.S.;

"U.S." means the United States of America; and

"VAT" means Value Added Tax as provided for in the Value Added Tax Act 1994 or any other tax of a similar nature.

1.2 Terms defined in the Loan Agreement

Words or expressions defined in the Loan Agreement shall unless otherwise defined in this Debenture or unless the context otherwise requires, have the same meaning when used in this Debenture. In the event of any conflict between the terms of this Debenture and the terms of the Loan Agreement, this Debenture will prevail.

1.3 Interpretation

Unless a contrary indication appears, any reference in this Debenture to:

- (a) **"assets"** includes present and future properties, revenues and rights of every description;
- (b) the Collateral Agent, the Chargor, an Obligor or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
- (c) the **"Charged Intellectual Property"**, the **"Property"**, the **"Collateral"** or the **"Secured Obligations"** includes a reference to any part of them or it;
- (d) Clause and Schedule headings are for ease of reference only;
- (e) this **"Debenture"**, each **"Loan Document"**, the **"Loan Agreement"** or any other agreement or instrument is a reference to this Debenture, each Loan Document or that other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerous) or replaced and includes any change in the purpose of, any extension of or any increase in, any facility under that Loan Document or other agreement or instrument;
- (f) freehold, leasehold or other immovable property includes all buildings, fixtures, fittings, fixed plant or machinery from time to time on or forming part of that freehold, leasehold or other immovable property and the proceeds of sale of that property;
- (g) the masculine gender includes the feminine and neuter genders and the singular includes the plural and vice versa;
- (h) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);

- (i) a provision of law is a reference to that provision as amended or re-enacted;
- (j) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- (k) "**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; and
- (l) the terms of any contract or agreement giving rise to or concerning or securing the Secured Obligations and of any side agreement between the parties to this Debenture are incorporated in this Debenture to the extent required to ensure that any purported disposition of or purported agreement to dispose of any freehold, leasehold or other immovable property contained in this Debenture is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 Effect as a Deed

It is intended that this Debenture take effect as a deed notwithstanding the fact that the Collateral Agent may only execute this document under hand.

2. Covenant to pay

The Chargor covenants with the Collateral Agent that it will pay and discharge to the Secured Parties the Secured Obligations on the due date and in the currency specified and otherwise in all respects in the manner provided in the Loan Agreement and in this Debenture.

3. Mortgages and charges

3.1 General

All the security created under this Debenture is created with full title guarantee in favour of the Collateral Agent as continuing security for the payment or discharge of the Secured Obligations.

3.2 Land

- (a) The Chargor charges by way of legal mortgage the Property.
- (b) The Chargor charges by way of fixed charge all present and future estates and other interests in any other freehold, leasehold and other immovable property wherever situate belonging to the Chargor including, without limitation, all its right, title and interest in the Property (other than so far as the same is charged by way of first legal mortgage under paragraph 3.2(a) above), subject to any necessary consent from the landlord in the case of any leasehold property.

3.3 Plant and machinery

The Chargor charges by way of fixed charge all plant and machinery (present and future) owned by the Chargor and its interest in any plant and machinery for the time being in its possession.

3.4 Credit balances

The Chargor charges by way of fixed charge all present and future accounts with banks and the monies deposited in them and interest accruing and arrears and claims arising in respect of any such accounts.

3.5 Insurances

The Chargor charges by way of fixed charge the benefit of all present and future insurance policies and contracts of insurance relating to the Collateral and all monies payable under any such policies and contracts and all VAT payable on them (but excluding any such policies in respect of third party liability or directors and officers insurance).

3.6 Rents and income

The Chargor charges by way of fixed charge the benefit of all rentals, rents, service charges and licence fees (if any) payable under or in respect of any lease, underlease, tenancy or agreement for lease affecting the Collateral and all VAT payable on the same, and of all personal covenants given by any tenant or occupier of the Property or guarantor of such tenant or occupier to the Chargor, insofar as the same are capable of being charged.

3.7 Contracts

The Chargor charges by way of fixed charge the benefit of all contracts, deeds, undertakings, agreements, rights, warranties, securities, covenants, guarantees, bonds and indemnities of any nature now or at any time entered into by or enjoyed by or held by the Chargor (including but without limitation any deposit or other sum paid by way of security or paid under any contract for the sale of the Collateral or under any option contract relating to the Collateral (whether or not such deposit is forfeited), insofar as the same are capable of being charged, and all compensation paid in relation to the Collateral) and all VAT payable on it.

3.8 Intellectual Property

The Chargor charges by way of fixed charge the Intellectual Property.

3.9 Securities

The Chargor charges by way of fixed charge the Securities, together with all present and future dividends, interest and other income and all other rights deriving from or incidental to the Securities.

3.10 Goodwill and uncalled capital

The Chargor charges by way of fixed charge the present and future goodwill of the Chargor and its uncalled capital for the time being.

3.11 Chattels

The Chargor charges by way of fixed charge all chattels (other than any charged by Clause 3.3 (*Plant and machinery*)), present or future, owned, hired, leased or rented by the Chargor to any other person together in each case with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract insofar as the same are capable of being charged.

3.12 Hedging arrangements

The Chargor charges by way of fixed charge the benefit of any interest rate swap, currency swap, cap or collar arrangement, future, option, forward rate agreement or other derivative instrument (however described) or any other agreement with the Collateral Agent or any third party for protecting or hedging any of the Secured Obligations at any time and the benefit of all rights, securities or guarantees in respect of them.

3.13 Pension funds

The Chargor charges by way of fixed charge any beneficial interest, claim or entitlement of the Chargor (present or future) in any pension fund.

3.14 Licences

The Chargor charges by way of fixed charge the benefit of all Authorisations (present or future) held or utilised by it in connection with its business from time to time or any of its present or future assets, and the right to recover or receive compensation which might become payable to it in respect of any such Authorisation.

3.15 U.S. credit balances

Without prejudice to Clause 3.4 (*Credit balances*), the Chargor grants a security interest in all present and future accounts held in the U.S. (including, but not limited to, deposit accounts) with the Collateral Agent or other banks or financial institutions and such security interest shall be a perfected first priority security interest under the laws of the State ("**Relevant State**") where any and all such accounts are held and the security interest, together with its perfection and priority shall be determined in accordance with the laws of the Relevant State.

3.16 Floating charge

- (a) The Chargor charges by way of floating charge all the present and future undertaking and assets of the Chargor not at any time otherwise effectively mortgaged, charged, assigned or otherwise secured by way of fixed mortgage, charge, assignment or other security interest under this Clause 3 (*Mortgages and charges*).
- (b) Subject to paragraph (c) below, the Collateral Agent may by notice to the Chargor convert the floating charge created by paragraph (a) of this Clause 3.16 (*Floating charge*) (in this clause the "**floating charge**") into a fixed charge as regards all or any of the Chargor's assets specified in the notice at any time after (i) the security created by this Debenture has become enforceable in accordance with Clause 8 (*When security becomes enforceable*); or (ii) if the Collateral Agent has reasonable grounds for considering those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process and the floating charge will in any event be converted to a fixed charge immediately if any subsequent floating charge is converted to a fixed charge or if an administrator is appointed in relation to the Chargor or the Collateral Agent receives notice of an intention to appoint an administrator in relation to the Chargor.
- (c) The floating charge may not be converted to a fixed charge solely by reason of the occurrence of any event specified in paragraph 43 of Schedule A1 to the Insolvency Act 1986 (void provisions in floating charge documents).

- (d) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by this Debenture, and such floating charge shall become enforceable for the purposes of paragraph 16 of that Schedule when the security created by this Debenture becomes enforceable in accordance with Clause 8 (*When security becomes enforceable*).

3.17 Continuing security

The security from time to time created by or pursuant to this Debenture shall:

- (a) be in addition to and independent of every bill, note, guarantee, or other security which the Collateral Agent may at any time hold for the Secured Obligations and no prior or other security held by the Collateral Agent over the Collateral shall merge in the security created by or pursuant to this Debenture; and
- (b) remain in full force and effect as a continuing security until the end of the Security Period.

3.18 Contracts or documents

If the rights of the Chargor under any contract or document cannot be secured without the consent of a party to that contract or document:

- (a) the Chargor must, as soon as reasonably practicable, notify the Collateral Agent;
- (b) the security created by this Debenture will include all amounts which the Chargor may receive or has received under that contract or document but, to the extent that contract or document cannot be secured, will exclude the contract or document itself; and
- (c) the Chargor must use reasonable endeavours to obtain the consent of the relevant person to that contract or document being secured under this Debenture.

4. Restrictions on dealing

4.1 Negative pledge

The Chargor shall not at any time without the prior written consent of the Collateral Agent (and to the intent that any purported dealing in contravention of this Clause 4.1 (*Negative pledge*) shall be void and of no effect):

- (a) create, or purport to create, extend or permit to subsist any security over any of its undertaking or assets whether in any such case ranking in priority to or pari passu with or after the security created by the Chargor under this Debenture or any other security of the Collateral Agent created pursuant to this Debenture other than the Permitted Security Interests; or
- (b) sell, transfer, lease, lend or otherwise dispose of whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of the Collateral or enter into an agreement for sale, transfer, lease, loan or other disposal of the whole or any such part of the Collateral other than:
 - (i) as permitted by the Loan Agreement; or
 - (ii) a sale, transfer, lease or other disposal on arm's length terms in the ordinary course of trading of the Chargor of any Floating Charge Assets.

4.2 Restriction at HM Land Registry

The Chargor applies and agrees that the Collateral Agent may apply to the Chief Land Registrar (by submitting a form RX1 or otherwise) for a restriction in the following terms to be entered on the register or registers of title relating to any Property registered at HM Land Registry and against which this Debenture may be noted:

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

5. Perfection of the Collateral Agent's security

5.1 Further assurance

- (a) The Chargor shall from time to time during the Security Period, whenever reasonably requested by the Collateral Agent and at the Chargor's cost, execute in favour of the Collateral Agent, or as it may direct, such further or other legal assignments, transfers, mortgages, legal or other charges or securities as in each such case the Collateral Agent shall reasonably stipulate over the Chargor's estate or interest in any property or assets of whatever nature or tenure and wherever situate and forming part of the Collateral for perfecting the security intended to be created by this Debenture and for facilitating the realisation of the Collateral created or intended to be created under this Debenture.
- (b) Without prejudice to the generality of paragraph (a) above, such assignments, transfers, mortgages, legal or other charges, or securities shall be in such form as shall be prepared in reasonable terms on behalf of the Collateral Agent and may contain provisions such as those contained in this Debenture or provisions to similar effect and/or such other provisions of whatever kind as the Collateral Agent shall reasonably consider requisite for the improvement or perfection of the security created or intended to be created by or pursuant to this Debenture.
- (c) The obligations of the Chargor under this Clause 5.1 (*Further assurance*) shall be in addition to and not in substitution for the covenants for further assurance deemed to be included in this Debenture by virtue of the Law of Property (Miscellaneous Provisions) Act 1994.

5.2 Deposit of documents

The Chargor shall, as soon as reasonably practicable following the execution of this Debenture (or upon becoming possessed of them at any time after the date of this Debenture) deposit with the Collateral Agent all deeds, certificates and other documents constituting or evidencing title to the Collateral, all certificates of registration or constituting or evidencing the Chargor's interest from time to time in any Securities and Intellectual Property and such other documents relating to the Collateral as the Collateral Agent may from time to time require.

5.3 Affixing of notices

The Chargor shall during the Security Period, whenever reasonably requested by the Collateral Agent and at the Chargor's cost, affix to such items of the Collateral or register, endorse or cause to be registered or endorsed on such documents as are referred to in Clause 5.2 (*Deposit*

of documents) as the Collateral Agent shall in each case stipulate, labels, signs or memoranda in such form as the Collateral Agent shall reasonably require referring or drawing attention to the security created by or pursuant to this Debenture.

5.4 Notices to third parties

The Chargor shall from time to time during the Security Period as requested by the Collateral Agent deliver any notices to any third party having rights or liabilities in or to any of the Collateral and will use all reasonable endeavours to procure the issue by such third party of acknowledgements required by the Collateral Agent.

6. Insurance

6.1 Required cover

The Chargor shall at all times during the Security Period comply with Clause 17.3 (*Insurance*) of the Loan Agreement and, in particular, with all covenants, undertakings and conditions as to insurance of the Collateral including as required by the terms of any lease, agreement for lease or tenancy granted by the Chargor or to which any of the Collateral is for the time being subject or under which the Chargor derives its estate or interest in such Collateral and, subject to that and so far as this Clause 6 (*Insurance*) is not inconsistent with the terms of any such lease, agreement for lease or tenancy, the Chargor shall at all such times:

- (a) procure that there are maintained such insurances as are normally maintained by prudent persons carrying on similar businesses to the Chargor and which may be reasonably required by the Collateral Agent including, without limitation, insurance against liability to third parties arising out of the ownership or occupation of the Property or its state or condition;
- (b) duly and punctually pay all premiums and other moneys payable under all such insurances and, as soon as reasonably practicable following written request by the Collateral Agent, produce to the Collateral Agent the premium receipts or other evidence of the payment of premiums;
- (c) if required by the Collateral Agent, deposit or procure to be deposited all policies and other contracts of insurance relating to the Collateral with the Collateral Agent or produce the same to the Collateral Agent for inspection;
- (d) if required by the Collateral Agent, procure that the policies of insurance of the Collateral are endorsed with notice of the Collateral Agent's interest (or, if the Collateral Agent requires it, that the insurance is in the joint names of the Chargor and the Collateral Agent as composite insured) and provide for payment of any claim to be made directly to the Collateral Agent;
- (e) unless otherwise approved in writing by the Collateral Agent, every such policy shall contain (i) a standard mortgagee protection clause providing that such insurance shall not be vitiated or avoided as against a mortgagee in the event or as a result of any misrepresentation, act or neglect or failure to make disclosure on the part of the insured party or in any circumstances beyond the control of the insured party; (ii) terms providing that it shall not be invalidated so far as the Collateral Agent is concerned by failure to pay any premium due or otherwise cancelled without the insurers first giving to the Collateral Agent not less than 20 days' written notice; and (iii) a waiver of the rights of subrogation of the insurer as against the Chargor, the Collateral Agent, any Receiver and the tenants of the Property other than any such rights arising in connection with

any fraud or criminal offence committed by any of those persons in respect of the Property or any such insurance; and

- (f) if any part of the Collateral is held by the Chargor under a lease or subject to prior security permitted by this Debenture, this Clause 6 (*Insurance*) shall apply to the extent compatible with the terms of the relevant lease or prior security.

6.2 Collateral Agent's right to insure

If the Chargor fails to comply with Clause 6.1 (*Required cover*) after the Collateral Agent has required the Chargor to do so in writing the Collateral Agent may, but is not obliged to, insure and keep insured the Collateral either in its own name or in its name and that of the Chargor jointly or in the name of the Chargor with an endorsement of the Collateral Agent's interest save that the Collateral Agent shall not be entitled under this Clause 6.2 (*Collateral Agent's right to insure*) to insure against loss of profits. The monies expended by the Collateral Agent on so effecting or renewing any such insurance shall be reimbursed by the Chargor to the Collateral Agent on demand and until so reimbursed shall carry interest from the date of payment to the date of reimbursement at the Default Rate.

6.3 Trust

All claims and monies received or receivable under any such insurance as mentioned above shall be held by the Chargor in trust for the Collateral Agent and shall be applied by the Chargor in repaying or reducing the Secured Obligations, or if the Collateral Agent shall so require, in repairing, replacing, restoring or rebuilding the assets damaged or destroyed.

6.4 No avoidance of insurance

The Chargor shall not do any act or commit any default by which any policy of insurance may become void or voidable

6.5 Payment of proceeds

The Chargor shall not do any act or commit any default by which the Collateral Agent or the Chargor (as the case may be) may be prevented from receiving all monies payable under any policy of insurance relating to the Collateral and shall ensure that all sums at any time payable under any of such policies of insurance of the Collateral shall be paid to the Collateral Agent or as the Collateral Agent shall direct.

7. Undertakings by the Chargor

The Chargor shall at all times during the Security Period comply with the undertakings contained in this Clause 7 (*Undertakings by the Chargor*).

7.1 Information

The Chargor shall provide the Collateral Agent, its employees, professional advisers and agents with all such information respecting the Chargor's business and affairs as the Collateral Agent may reasonably from time to time require subject always to the Collateral Agent adhering to its duty of confidentiality (including, without limitation, pursuant to Clause 30 (*Confidentiality*) of the Loan Agreement) in respect of such information.

7.2 Pay outgoings

The Chargor shall punctually pay or cause to be paid all rents, rates, taxes, duties, assessments and other outgoings payable in respect of the Collateral.

7.3 Indemnity against outgoings

The Chargor shall indemnify the Collateral Agent (and as a separate covenant any Receiver or administrator appointed by it) against all existing and future rents, taxes, duties, fees, renewal fees, charges, assessments, impositions and outgoings whatsoever (whether imposed by deed or statute or otherwise and whether in the nature of capital or revenue and even though of a wholly novel character) which now or at any time during the Security Period are payable in respect of the Collateral or by the owner or occupier of the Collateral. If any such sums as are referred to in this Clause 7.3 (*Indemnity against outgoings*) shall be paid by the Collateral Agent (or any such Receiver or administrator) the same shall be repaid by the Chargor on demand with interest from the time or respective times of the same having been paid at the Default Rate.

7.4 Comply with statutory provisions

The Chargor shall comply or cause compliance in all respects with all laws and regulations (whether domestic or foreign) for the time being in force and requirements of any competent authority relating to the Collateral or anything done on the Property by the Chargor and in particular (but without limitation) shall observe and perform or cause to be observed and performed all planning laws, permissions, agreements and conditions to which the Collateral is subject, and before the Chargor serves any discretionary notices the Chargor will obtain the Collateral Agent's consent and to obtain or cause to be obtained any development or other consent which may be requisite by reason of the development of or on the Property.

7.5 VAT

The Chargor shall not without the prior written consent of the Collateral Agent exercise any option to waive exemption from VAT in relation to the Collateral and shall give to the Collateral Agent on demand all such details of the Chargor's registration for VAT purposes as the Collateral Agent shall require.

7.6 Supply details of notices received

The Chargor shall give full particulars to the Collateral Agent of any notice or order or proposal for a notice or order made, given or issued to the Chargor under or by virtue of any statute including (without limitation) planning laws, within fourteen days of receipt of such notice, order or proposal by the Chargor and, if so required by the Collateral Agent, shall produce such notice, order or proposal to the Collateral Agent or its agents and also as soon as practicable take all reasonable and necessary steps to comply with any such notice, order or proposal or (if required to do so by the Collateral Agent) to join with the Collateral Agent at the cost of the Chargor in making such representation or appeals as the Collateral Agent may deem fit in respect of any such notice, order or proposal and (without limitation) at all times during the Security Period to give to the Collateral Agent or its agents such information as they shall reasonably require as to all matters relating to the Collateral.

7.7 Contracts

The Chargor shall:

- (a) perform all its obligations under the Contracts;

- (b) not amend or vary or waive any provision of any Contract or agree to do so and shall not rescind or terminate any of the Contracts;
- (c) enforce and diligently pursue its rights under the Contracts and, as soon as reasonably practicable, give notice to the Collateral Agent in writing of any breach by the other parties to the Contracts of their obligations under the Contracts or right of rescission or termination arising under them together with the Chargor's proposals for causing any breach to be remedied and, subject to the Collateral Agent's approval of such proposals, promptly implement them at the Chargor's expense to the satisfaction of the Collateral Agent (acting in good faith).

7.8 Notify material matters

The Chargor shall notify the Collateral Agent of any matters materially affecting the value, enforceability or collectability of the Collateral and of all material disputes, counterclaims, returns and rejections by or of customers of the Chargor.

7.9 Intellectual property

- (a) The Chargor shall maintain, protect and preserve the Charged Intellectual Property and all necessary certificates, licences, permits and authorisations from time to time required in relation to the Charged Intellectual Property and otherwise comply with the provisions of Clause 14.19 (*Intellectual Property rights*) of the Loan Agreement.
- (b) The Chargor shall if requested to do so by the Collateral Agent, make entries in any public register of any Intellectual Property rights (of any nature) comprised in the Collateral which either record the existence of this Debenture or the restrictions on disposal imposed by this Debenture.

7.10 Securities

- (a) The Chargor shall:
 - (i) pay all calls and other payments due or payable in respect of the Securities and comply with all other conditions and obligations assumed by it in relation to the Securities;
 - (ii) not take or allow the taking of any action on its behalf which may result in the rights attaching to any of the Securities being altered;
 - (iii) copy to the Collateral Agent all notices, reports, accounts, circulars and other documents relating to the Securities, as soon as reasonably practicable, after they are received; and
 - (iv) as soon as reasonably practicable, copy to the Collateral Agent and comply with all requests for information which are made under the Companies Act 2006 (including, but not limited to, under sections 790D and 790E of the Companies Act 2006) relating to the Securities. If it fails to do so, the Collateral Agent may elect to provide such information as it may have on behalf of the Chargor.
- (b) Until the security created by this Debenture becomes enforceable in accordance with Clause 8 (*When security becomes enforceable*):

- (i) the Chargor has the right to exercise (or, as the case may be, instruct the Collateral Agent or its nominee to exercise) all voting and other rights relating to the Securities provided that such exercise does not adversely affect the value of the Securities; and
 - (ii) the Chargor will be entitled to receive and retain all dividends, interest and other distributions paid in respect of the Securities.
- (c) After the security created by this Debenture has become enforceable in accordance with Clause 8 (*When security becomes enforceable*):
 - (i) the Collateral Agent may exercise (in the name of the Chargor or otherwise) all voting and other rights in relation to the Securities for the purpose of preserving their value or realising them; and
 - (ii) the Collateral Agent will be entitled to receive and retain all dividends, interest and other distributions paid in respect of the Securities.
- (d) The Chargor shall on the date of this Debenture, or if later, on the date of acquisition of any Securities, deposit with the Collateral Agent or as the Collateral Agent may direct, all certificates or other documents of title or evidence of ownership in relation to any of the Securities and such duly executed instruments of transfer (with the name of the transferee, date and consideration left blank) as the Collateral Agent may require to perfect the title of the Collateral Agent or its nominee to such Securities and/or to enable the Collateral Agent to vest such Securities in any purchaser upon exercise of the Collateral Agent's power of sale.
- (e) The Chargor agrees that neither the Collateral Agent nor the Collateral Agent's nominee will have any liability for (i) failing to present any coupon or other document relating to any of the Securities for payment or redemption; (ii) failing to accept any offer relating to the Securities; (iii) failing to attend or vote at any meetings relating to the Securities; (iv) failing to notify the Chargor of any matters mentioned in this Clause 7.10 (*Securities*) or of any communication received by the Collateral Agent in relation to the Securities; (v) any loss arising out of or in connection with the exercise or non-exercise of any rights or powers attaching or accruing to the Securities or which may be exercised by the Collateral Agent or any nominee for the Collateral Agent under this Debenture.

7.11 Not to jeopardise the Collateral

The Chargor shall not do or cause or permit to be done anything which may depreciate, jeopardise or otherwise prejudice the value to the Collateral Agent of the Collateral.

8. When security becomes enforceable

The security created by this Debenture shall, for all purposes, become immediately enforceable upon the Collateral Agent demanding the payment or discharge of all or any part of the Secured Obligations.

9. Enforcement of security

9.1 Power of sale

- (a) Immediately upon the security created by this Debenture becoming enforceable or at any time thereafter, the Collateral Agent may exercise the power of sale and all other rights, powers and discretions conferred on mortgagees by section 101 of the Act as varied or extended by this Debenture.
- (b) Section 103 of the Act shall not restrict the exercise by the Collateral Agent of the statutory power of sale conferred on it by section 101 of the Act, which power shall arise and may be exercised by the Collateral Agent immediately upon the security created by this Debenture becoming enforceable, in accordance with Clause 8 (*When security becomes enforceable*), and at any time thereafter, and the provisions of the Act relating to and regulating the exercise of the statutory power of sale shall, so far as they relate to the security created by or pursuant to this Debenture, be varied and extended accordingly.

9.2 Statutory powers of leasing

- (a) The statutory powers of leasing, letting, entering into agreements for leases or lettings and accepting and agreeing to accept surrenders of leases conferred by sections 99 and 100 of the Act shall not be exercisable by the Chargor in relation to the Collateral without the prior written consent of the Collateral Agent, but the foregoing shall not be construed as a limitation of the powers of any Receiver.
- (b) Such statutory powers shall be exercisable by the Collateral Agent upon the security created by this Debenture becoming enforceable, in accordance with Clause 8 (*When security becomes enforceable*), and at any time thereafter, and whether or not the Collateral Agent shall then be in possession of the premises proposed to be leased, so as to authorise the Collateral Agent to make a lease or agreement for lease at a premium and for any length of term and generally without any restriction on the kinds of leases and agreements for lease that the Collateral Agent may make and generally without the necessity for the Collateral Agent to comply with any restrictions imposed by or the other provisions of sections 99 and 100 of the Act.
- (c) The Collateral Agent may delegate such powers to any person and no such delegation shall preclude the subsequent exercise of such powers by the Collateral Agent itself or preclude the Collateral Agent from making a subsequent delegation of such powers to some other person, and any such delegation may be revoked by the Collateral Agent.

9.3 Other powers of Collateral Agent

In addition to any other power conferred on the Collateral Agent by this Debenture, at any time after the security created by this Debenture has become enforceable, in accordance with Clause 8 (*When security becomes enforceable*), any right, power or discretion conferred or which may be conferred on a Receiver by or pursuant to this Debenture may be exercised by the Collateral Agent in relation to any of the Collateral without first appointing a Receiver or notwithstanding the appointment of a Receiver.

9.4 Consolidation of mortgages

The restriction on the right of consolidating mortgage securities contained in section 93 of the Act shall not apply to this Debenture.

10. Appointment of Receiver or administrator

10.1 Timing of appointment

At any time after having been requested so to do by the Chargor or upon the security created by this Debenture becoming enforceable, in accordance with Clause 8 (*When security becomes enforceable*), or at any time thereafter the Collateral Agent may exercise all the powers conferred by the Insolvency Act 1986 on the holder of a qualifying floating charge (as defined in that Act) and the Collateral Agent may appoint one or more persons to be a Receiver or Receivers of the whole or any part of the Collateral or an administrator or administrators of the Chargor, in each case in accordance with and to the extent permitted by applicable laws. The Collateral Agent may:

- (a) remove any Receiver previously appointed; and
- (b) appoint another person or other persons as Receiver or Receivers, either in the place of a Receiver so removed or who has otherwise ceased to act or to act jointly with a Receiver or Receivers previously appointed.

10.2 Joint Receivers

If at any time and by virtue of any such appointment(s) any two or more persons shall hold office as Receivers of the same assets or income, each one of such Receivers shall be entitled (unless the contrary shall be stated in any deed or other instrument appointing them) to exercise all powers and discretions conferred by this Debenture or by law on Receivers individually and to the exclusion of the other or others of them.

10.3 Form of appointment and removal

Every such appointment or removal, and every delegation, appointment or removal by the Collateral Agent in the exercise of any right to delegate its power or to remove delegates contained in this Debenture, may be made either by deed or by instrument in writing under the hand of any officer of the Collateral Agent or any person authorised in writing by any such officer or, in the case of an administrator or administrators by notice of appointment in the prescribed form, or by any other effective means.

10.4 Powers of Receiver – statutory

Every Receiver for the time being holding office by virtue of an appointment made by the Collateral Agent under this Debenture shall (subject to any limitations or restrictions expressed in the deed or other instrument appointing him but notwithstanding any winding-up or dissolution of the Chargor) have, in relation to the Collateral, or as the case may be, that part of the Collateral in respect of which he was appointed:

- (a) all the powers (as varied and extended by this Debenture) conferred by the Act on mortgagors and on mortgagees in possession and receivers appointed under the Act; and
- (b) power in the name or on behalf and at the cost of the Chargor to exercise all powers and rights of an absolute owner and do or omit to do anything which the Chargor itself could do.

10.5 Powers of Receiver – specific

In addition and without prejudice to the generality of the foregoing or any other provision of this Debenture, every Receiver shall (notwithstanding any winding-up or dissolution of the Chargor) have the following powers:

(a) Take possession

power to take possession of, collect and get in all or any part of the Collateral and for that purpose to make, or to require the directors of the Chargor to make, calls upon the holders of the Chargor's share capital in respect of any such capital of the Chargor which remains uncalled and to enforce payment of calls so made and any previous unpaid calls by taking proceedings in the name of the Chargor or by his own name;

(b) Carry on business

power to carry on, manage, develop, amalgamate, reconstruct or diversify the whole or any part of the Chargor's business, including the power where the Chargor has one or more subsidiaries of supervising, controlling and financing such subsidiary or subsidiaries (inclusive of any bodies corporate as are referred to in paragraph (d) below) and its or their business or businesses and the conduct of such business or businesses;

(c) Sell assets

power to sell or assign the Collateral in such manner and generally upon such terms and conditions as he thinks fit and to convey or transfer the same in the name of the Chargor;

(d) Form subsidiaries

power to promote, or subscribe for or otherwise acquire the share capital of any body corporate with a view to such body corporate becoming a subsidiary of the Chargor and purchasing, leasing or otherwise acquiring an interest in the Collateral or carrying on any business in succession to the Chargor or any subsidiary of the Chargor;

(e) Severance

power to sever and sell separately from the Collateral all or any fixed plant and machinery and other fixtures and fittings comprised in the Collateral;

(f) Improve, develop or repair

power to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification), of any project in which the Chargor was concerned or interested prior to his appointment being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land;

(g) No statutory restriction on sale etc.

power to sell, lease or otherwise dispose of or concur in selling, leasing, accepting surrenders or otherwise disposing of the Collateral without the restriction imposed by section 103 of the Act or the need to observe any of the restrictions or other provisions of sections 99 or 100 of the Act and upon such terms as he shall think fit;

(h) Method of sale or disposal

power to carry any sale, lease or other disposal of any land or buildings and other property and assets into effect by conveying, transferring, assigning or leasing in the name of the Chargor and for that purpose to enter into covenants and other contractual obligations in the name of and so as to bind the Chargor;

(i) Consents and licences

power to apply for and obtain any appropriate Authorisation in relation to the Collateral, its use or development;

(j) Chargor's name

power to use the Chargor's name for registration and to effect any necessary election for tax or other purposes;

(k) Compromise

power to make any arrangement or compromise or settlement of claims or enter into any contracts or arrangements as he shall think fit;

(l) Insurances

power to effect and renew insurances;

(m) Proceedings

power to take or defend proceedings in the name of the Chargor including proceedings for the compulsory winding-up of the Chargor and proceedings for directions under section 35(1) of the Insolvency Act 1986 and power to settle and compromise any proceedings;

(n) Employees

power to employ, engage and appoint such managers, agents, servants and other employees and professional advisers on such terms as he shall think fit including without limitation power to engage his own firm in the conduct of the receivership;

(o) Borrow money

power to raise or borrow money from the Collateral Agent or any other person to rank for payment in priority to the security created by or pursuant to this Debenture and with or without a mortgage or mortgage debenture on the Collateral;

(p) Protection of assets

power to make and effect all repairs and insurances and do all other acts which the Chargor might do in the ordinary conduct of its business as well for the protection as for the improvement of the Collateral and to commence and/or complete any building operations on the Collateral and to apply for and maintain any planning permissions, building regulation approvals and any other permissions, consents or licences, in each case as he may in his absolute discretion think fit;

(q) Leases

power to let the Collateral for such term and at such rent (with or without a premium) as he may think proper and to accept a surrender of any lease or tenancy of the Collateral on such terms as he may think fit (including the payment of money to a lessee or tenant on a surrender);

(r) Receipts

power to give valid receipts for all monies and execute all assurances and things which may be proper or desirable for realising the Collateral; and

(s) General powers

power to do all such other things as may seem to the Receiver to be incidental or conducive to any other power vested in him or to be conducive to the realisation of the security created by or pursuant to this Debenture.

10.6 Receiver as agent

Every Receiver shall be deemed at all times and for all purposes to be the agent of the Chargor which shall be solely responsible for his acts and defaults and liable on any contracts or engagements made or entered into by him and for the payment of his remuneration. The Collateral Agent shall not be responsible for his misconduct, negligence or default.

10.7 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Collateral Agent (or, failing such agreement, to be fixed by the Collateral Agent) appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted in accordance with his current practice or the current practice of his firm and without being limited to the maximum rate specified in section 109(6) of the Act. The amount of such remuneration may be debited by the Collateral Agent to the Chargor, but shall in any event form part of the Secured Obligations.

10.8 Monies actually received

Only monies actually paid by the Receiver or administrator to the Collateral Agent in satisfaction or discharge of the Secured Obligations and unconditionally and irrevocably retained by the Collateral Agent shall be capable of being applied by the Collateral Agent in satisfaction of the Secured Obligations.

10.9 Receiver's indemnity

The Chargor agrees to indemnify and hold harmless the Receiver from and against all actions, claims, expenses, demands and liabilities (save where the same is due to gross negligence or wilful misconduct of the Receiver) whether arising out of contract or tort or in any other way

incurred or which may at any time be incurred by him or by any manager, agent, servant or other employee for whose debt, default or miscarriage he may be answerable for anything done or omitted to be done in the exercise or purported exercise of his powers under the provisions of, or pursuant to, this Debenture.

11. Other matters relating to enforcement

11.1 Consideration on disposal

- (a) In making any sale or other disposal of any of the Collateral in the exercise of their respective powers (including a disposal by the Receiver to any such subsidiary as is referred to in paragraph (d) of Clause 10.5 (*Powers of Receiver - Form subsidiaries*)) the Receiver or the Collateral Agent may accept, by way of consideration for such sale or other disposal, cash, shares, loan capital or other obligations, including without limitation consideration fluctuating according to or dependent upon profit or turnover and consideration the amount of which is to be determined by a third party.
- (b) Any such consideration may be receivable in a lump sum or by instalments and upon receipt by the Receiver shall automatically be and become charged with the payment of the Secured Obligations.
- (c) Any contract for any such sale or other disposal by the Receiver or the Collateral Agent may contain conditions excluding or restricting the personal liability of the Receiver or the Collateral Agent.
- (d) Plant, machinery and other fixtures may be severed and sold in the exercise of their respective powers by the Receiver or the Collateral Agent separately from the premises to which they are attached without any consent being obtained from the Chargor.

11.2 Application of proceeds

All monies received by the Collateral Agent or any Receiver or administrator appointed under this Debenture shall (subject to the rights and claims of any person having a security ranking in priority to the security created by or pursuant to this Debenture, or as otherwise required by law) be applied in the following order:

- (a) in the payment of or provision for all costs, charges and expenses incurred and payments made by the Collateral Agent and in the payment of all costs, charges and expenses of and incidental to the Receiver's or (as the case may be) administrator's appointment and the payment of his remuneration;
- (b) in the payment and discharge of any liabilities incurred by the Receiver or administrator on the Chargor's behalf in the exercise of any of the powers of the Receiver or administrator;
- (c) in providing for the matters (other than the remuneration of the Receiver or administrator) specified in the first three paragraphs of section 109(8) of the Act;
- (d) in or towards payment of any debts or claims which are by statute payable in preference to the Secured Obligations but only to the extent to which such debts or claims have such preference;
- (e) in or towards the satisfaction of the Secured Obligations,

and any surplus shall be paid to the Chargor or other person entitled to it.

11.3 Section 109 of the Act

The provisions of Clause 11.2 (*Application of proceeds*) and of Clause 10.7 (*Receiver's remuneration*) shall take effect as and by way of variation and extension to the provisions of section 109 of the Act, which provisions as so varied and extended shall be deemed incorporated in this Debenture.

11.4 Right of appropriation

To the extent that the Collateral constitutes "financial collateral" and this Debenture and the obligations of the Chargor under it constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003 No. 3226) or (where the context admits) equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements), the Collateral Agent and each Receiver shall have the right at any time after this Debenture has become enforceable, in accordance with Clause 8 (*When security becomes enforceable*), to appropriate all or any part of such financial collateral in or towards satisfaction of the Secured Obligations. For the purposes of this Clause 11.4 (*Right of appropriation*) the value of the financial collateral appropriated shall be such amount as the Collateral Agent or the Receiver determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

12. No liability as mortgagee in possession

The Collateral Agent shall not, nor shall any Receiver, by reason of it or such Receiver entering into possession of the Collateral be liable to account as mortgagee in possession or be liable for any loss on realisation or for any default or omission which a mortgagee in possession might be liable except for its gross negligence or wilful misconduct.

13. Expenses

13.1 Expenses of preservation and enforcement

All costs, charges and expenses incurred and all payments made by the Collateral Agent or any Receiver or administrator appointed under this Debenture in the preservation of any rights under this Debenture or in the lawful exercise of the rights or powers conferred by this Debenture or by law or in the enforcement of any guarantee in respect of the Secured Obligations, whether or not occasioned by any act, neglect or default of the Chargor, shall carry interest (both before and after judgment) at the Default Rate from the date incurred until the date the same are unconditionally and irrevocably paid and discharged in full.

13.2 Interest

The amount of such costs, charges, expenses and payments and interest referred to in Clause 13.1 (*Expenses of preservation and enforcement*) and all remuneration payable under this Debenture shall be payable by the Chargor on demand. All such costs, charges, expenses and payments shall be paid and charged as between the Collateral Agent and the Chargor on the basis of a full indemnity and not on the basis of party and party or any other kind of taxation.

13.3 Indemnity

The Collateral Agent and every Receiver, administrator, attorney, manager, agent or other person appointed by the Collateral Agent under this Debenture shall be entitled to be indemnified out of the Collateral in respect of all liabilities and expenses properly incurred by them in the execution or purported execution of any of the powers, authorities or discretions vested in them pursuant to this Debenture and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Collateral and the Collateral Agent and any such Receiver or administrator may retain and pay all sums in respect of the same out of any monies received under the powers conferred by this Debenture.

13.4 Stamp duties

The Chargor shall pay and, promptly on demand, indemnify the Collateral Agent against any liability it incurs in respect of any stamp, registration and similar tax or duty which is or becomes payable in connection with the entry into, performance or enforcement of this Debenture.

14. Power of Attorney

14.1 Appointment and powers

The Chargor, by way of security, irrevocably appoints:

- (a) the Collateral Agent;
- (b) each and every person whom the Collateral Agent shall from time to time nominate in writing under the hand of any officer of the Collateral Agent;
- (c) each and any Receiver for the time being holding office as such; and
- (d) each and any administrator appointed by the Collateral Agent and for the time being holding office as such,

jointly and also severally its attorney and attorneys for it and in the name of the Chargor and otherwise on its behalf and as its act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be reasonably required (or which the Collateral Agent or any such Receiver or administrator shall reasonably consider requisite) for carrying out any obligation imposed on the Chargor by or pursuant to this Debenture or the Loan Agreement (including but not limited to the obligations of the Chargor under Clause 5.1 (*Further assurance*) and the statutory covenant referred to in such Clause), for carrying any sale, lease or other dealing by the Collateral Agent or such Receiver or administrator into effect, for conveying or transferring any legal estate or other interest in land or other property or asset, for getting in the Collateral, to endorse the Chargor's name on cheques and other forms of payment or security, to sign the Chargor's name on any invoice or bill of lading or draft and generally for enabling the Collateral Agent and the Receiver or administrator to exercise the respective powers conferred on them by or pursuant to this Debenture or by law provided that the power conferred by this Clause 14.1 (*Appointment and powers*) shall be immediately exercisable at any time after the security constituted by this Debenture has become enforceable, in accordance with Clause 8 (*When security becomes enforceable*), and not before.

14.2 Delegation

The Collateral Agent shall have full power to delegate the power conferred on it by Clause 14.1 (*Appointment and powers*), but no such delegation shall preclude the subsequent exercise of such power by the Collateral Agent itself or preclude the Collateral Agent from making a subsequent delegation to some other person; and any such delegation may be revoked by the Collateral Agent at any time.

14.3 Ratification

The Chargor shall ratify and confirm all transactions entered into by the Collateral Agent or such Receiver or administrator or delegate of the Collateral Agent in the exercise or purported exercise of their respective powers and all transactions entered into, documents executed and things done by any of them by virtue of the power of attorney given by Clause 14.1 (*Appointment and powers*).

14.4 Expenses

All money properly and reasonably expended by any such attorney shall be deemed to be expenses incurred by the Collateral Agent under this Debenture.

15. Protection of purchasers

No purchaser or other person dealing with the Collateral Agent or its delegate or any Receiver or administrator appointed under this Debenture shall be bound to see or inquire whether the right of the Collateral Agent or such Receiver or administrator to exercise any of its or his powers has arisen or become exercisable or be concerned with notice to the contrary, or be concerned to see whether any such delegation by the Collateral Agent shall have lapsed for any reason or been revoked.

16. Subsequent charges

If the Collateral Agent receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent security or other interest affecting any Collateral and/or the proceeds of sale of any Collateral, the Collateral Agent may open a new account for the Chargor. If the Collateral Agent does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice. As from that time all payments made to the Collateral Agent will be credited or be treated as having been credited to the new account and will not operate to reduce any amount for which this Debenture is security.

17. Redemption of prior mortgages

The Collateral Agent may, at any time after the security created by this Debenture has become enforceable, in accordance with Clause 8 (*When security becomes enforceable*), redeem any prior security against the Collateral or procure the transfer of such prior security to itself and may settle and pass the accounts of the prior security holder. Any accounts so settled and passed shall be conclusive and binding on the Chargor. All principal monies, interest, costs, charges and expenses of, and incidental to, such redemption and transfer shall be paid by the Chargor to the Collateral Agent on demand.

18. Set-off**18.1 Consolidation of accounts**

In addition to any general lien or similar right which it may be entitled to exercise at any time under any contract or arrangement with the Chargor or by operation of law, the Collateral Agent shall have the right at any time after this Debenture has become enforceable, in accordance with Clause 8 (*When security becomes enforceable*), without notice to the Chargor to combine or consolidate all or any of the Chargor's then existing accounts opened pursuant to this Debenture or otherwise with the Collateral Agent with any liabilities of the Chargor to the Collateral Agent and to set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Chargor to the Collateral Agent on any other such account or in any other respect. The liabilities referred to in this Clause 18.1 (*Consolidation of accounts*) may be actual, contingent, primary, collateral, several or joint liabilities, and the accounts, sums and liabilities referred to in this Clause may be denominated in any currency.

18.2 Set-off

In addition to any right which it may be entitled to exercise at any time under any contract or arrangement with the Chargor or by operation of law, after this Debenture has become enforceable, in accordance with Clause 8 (*When security becomes enforceable*), the Collateral Agent may set off any Secured Obligations due and payable by the Chargor against any obligation (whether or not matured) owed by the Collateral Agent to the Chargor regardless of the place of payment or currency of either obligation. If the obligations are in different currencies, the Collateral Agent may convert any obligation in the manner provided in Clause 20 (*Currency*).

19. Payments**19.1 Manner of payment**

All payments to be made by the Chargor under this Debenture shall be made in the same currency in which the relevant Secured Obligations are expressed to be payable.

19.2 Appropriation of payments

The Collateral Agent shall have an absolute and unfettered right to appropriate any payments received from the Chargor to such indebtedness of the Chargor under the Loan Documents as the Collateral Agent may determine, to the exclusion of any right on the part of the Chargor to make an appropriation in respect of such payments.

20. Currency**20.1 Currency indemnity**

If any sum due from the Chargor under this Debenture (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

- (a) making or filing a claim or proof against the Chargor; or

- (b) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Chargor shall as an independent obligation, within three Business Days of demand, indemnify the Collateral Agent against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (i) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (ii) the rate or rates of exchange available to the Collateral Agent at the time of its receipt of that Sum.

20.2 Waiver

The Chargor waives any right it may have in any jurisdiction to pay any amount under this Debenture in a currency other than that in which it is expressed to be payable.

21. Suspense account

For so long as any of Secured Obligations is outstanding, all monies received, recovered or realised by the Collateral Agent under this Debenture (including the proceeds of any conversion of currency) may in the discretion of the Collateral Agent be credited to an interest bearing suspense or impersonal account and may be held in such account for so long as the Collateral Agent may think fit.

22. The Collateral Agent's remedies

22.1 Effect of release

Any receipt, release or discharge of the security provided by, or of any liability arising under, this Debenture shall not release or discharge the Chargor from any liability to the Collateral Agent for the same or any other liability which may exist independently of this Debenture.

22.2 Arrangements with third parties

The Collateral Agent may in its discretion grant time or other indulgence, or make any other arrangement, variation or release with, any person or persons not party to this Debenture (whether or not such person or persons are jointly liable with the Chargor) in respect of any of the Secured Obligations or of any other security for, or guarantee in respect of, the Secured Obligations, without prejudice either to the security created by or pursuant to this Debenture or to the liability of the Chargor for the Secured Obligations or the exercise by the Collateral Agent of any rights, remedies and privileges conferred upon it by this Debenture.

22.3 Rights cumulative

The rights, powers and remedies provided in this Debenture are cumulative and are not, nor are they to be construed as, exclusive of any rights, powers or remedies provided by law, or under any other document or agreement.

22.4 Waiver

No failure by the Collateral Agent to exercise, or delay in exercising, any right or remedy provided by this Debenture or by law, shall operate as a waiver of such right or remedy, nor shall any single or partial waiver of any right or remedy preclude any further or other exercise of that right or remedy or the exercise of any other such right or remedy.

22.5 Costs

All the costs, charges and expenses of the Collateral Agent properly incurred in relation to the negotiation, preparation, printing, execution, registration and perfection of this Debenture shall be reimbursed by the Chargor to the Collateral Agent within five Business Days of demand on a full indemnity basis and unless so paid shall carry interest from the date incurred to the date of reimbursement at the Default Rate.

22.6 Insolvency relation back

- (a) Any settlement or discharge between the Collateral Agent and the Chargor shall be conditional upon no security of, or payment to, the Collateral Agent (whether by the Chargor or otherwise) being avoided or reduced or required to be paid away by virtue of any requirement (whether or not having the force of law) or enactment, whether relating to bankruptcy, insolvency, liquidation, administration or otherwise, at any time in force or by virtue of any obligation to give effect to any preference or priority and the Collateral Agent shall be entitled to recover the value or amount of any such security or payment from the Chargor as if such settlement or discharge had not occurred.
- (b) If the Collateral Agent reasonably considers that an amount paid by the Chargor (or any other person) to the Collateral Agent under any contract or agreement giving rise to, concerning or securing the Secured Obligations is capable of being avoided or set aside on the winding-up or administration of the Chargor or such other person or otherwise then that amount shall not be considered to have been irrevocably paid for the purposes of this Debenture.

23. Provisions severable

Every provision contained in this Debenture shall be severable and distinct from every other provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining such provisions shall not in any way be affected.

24. The Collateral Agent's discretion

Subject to any provision expressly to the contrary and subject to any duty imposed by general law, any power which may be exercised or any determination which may be made under this Debenture by the Collateral Agent may be exercised or made in the absolute and unfettered discretion of the Collateral Agent.

25. Certificates

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

26. Assignment

- (a) The Collateral Agent shall be entitled at any time to assign all or any of its rights and benefits under this Debenture to any person to whom the rights and benefits of the Collateral Agent under the Loan Agreement are assigned or transferred in accordance with its terms and this Debenture shall remain in full force and effect after, and shall continue to secure the Secured Obligations after and resulting from, any such assignment or transfer.

- (b) The Chargor shall enter into any documents specified by the Collateral Agent to be necessary to give effect to any assignment or transfer contemplated by paragraph (a) of this Clause 26 (*Assignment*).
- (c) The Collateral Agent may disclose such information about the Chargor and the assets as the Collateral Agent thinks fit to a potential assignee or transferee of all or any part of its rights under this Debenture, or to any person who may otherwise enter into contractual relations with the Collateral Agent in relation to any of the Secured Obligations, or to any person to whom, and to the extent that, information is required to be disclosed by any applicable law or regulation, or to any person at any time after the security created by this Debenture has become enforceable, in accordance with Clause 8 (*When security becomes enforceable*), or the disclosure is in connection with the protection or enforcement of the Collateral Agent's rights under this Debenture.
- (d) The Chargor may not assign or transfer all or any part of its rights and/or obligations under this Debenture.

27. Release

Upon the expiry of the Security Period (but not otherwise), the Collateral Agent will, at the request and cost of the Chargor, take whatever action is necessary to release the Collateral from the security created by this Debenture.

28. Third party rights

Unless expressly provided to the contrary in this Debenture, a person who is not a party to this Debenture has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Debenture. Notwithstanding any provision of this Debenture, the consent of any person who is not a party to this Debenture is not required to rescind or vary this Debenture at any time.

29. Counterparts

This Debenture may be executed in any number of counterparts and by the different parties on separate counterparts and this will have the same effect as if the signatures on the counterparts were on a single copy of this Debenture and each such counterpart shall be treated as an original.

30. Notices

Any notice or other communication to be made under or in connection with this Debenture or by applicable law shall be made as provided in the Loan Agreement.

31. Governing law and jurisdiction

31.1 Governing law

This Debenture and any non-contractual obligations arising out of or in connection with it shall (save to the extent expressly stated to the contrary) be governed by English law, save for Clause 3.15 (*US credit balances*) which shall be governed by the law of the Relevant State.

31.2 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute relating to the existence, validity

or termination of this Debenture or any non-contractual obligation arising out of or in connection with this Debenture) (a "**Dispute**").

- (b) The parties to this Debenture 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.
- (c) This Clause 31.2 (*Jurisdiction*) is for the benefit of the Collateral Agent only. As a result, the Collateral Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Collateral Agent may take concurrent proceedings in any number of jurisdictions.

EXECUTED as a **DEED** and delivered on the date stated at the beginning of this document.

Schedule 1

Details of the Property

Property	Interest	Title Number/Description
None as at the date of this Debenture.		

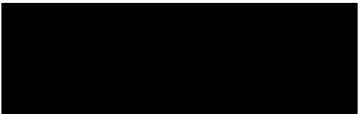
Schedule 2

Details of Intellectual Property

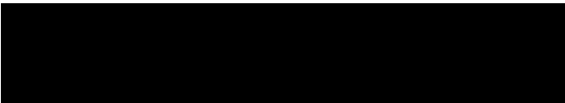
Trade mark name	Designated Territory	Registration/Application Number	Trade mark status	Class
Cleo	GB	UK00003318281	Registered	9,36,42

The Chargor

EXECUTED as a **DEED** by **CLEO AI LTD.** acting
by two directors:

..... 

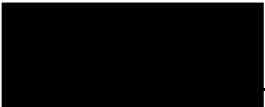
Signature of director

..... 

Signature of director

The Collateral Agent

EXECUTED as a **DEED** on behalf of **SILICON VALLEY BANK** a
Natasha Pawlak
California corporation, by.....,
being a person who, in accordance with the laws of that territory,
is acting under the authority of the corporation:

.....  Authorised signatory