



Registration of a Charge

Company name: **FIREFLY LEARNING LIMITED**

Company number: **10115230**

Received for Electronic Filing: **13/01/2020**



X8WKVXM0

Details of Charge

Date of creation: **10/01/2020**

Charge code: **1011 5230 0005**

Persons entitled: **INNOVATE UK LOANS LIMITED**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

GARY PENNINGTON



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10115230

Charge code: 1011 5230 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th January 2020 and created by FIREFLY LEARNING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th January 2020 .

Given at Companies House, Cardiff on 14th January 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**

CEIT 1960 AS A TRUE
COPY OF THE ORIGINAL
GAIL BARRON

Innovate UK

Private & Confidential

FIREFLY LEARNING LIMITED

Company Number: 10115230
Registered Address :100 Cambridge Grove,
London.
W6 0LE

INNOVATE UK LOANS LIMITED

Company Number: 11220957
Registered Address: Polaris House, North
Star Avenue, Swindon, Wiltshire SN2 1FL
Email: Andrew.wade@innovateuk.gov.uk

Date: 10 / 1 / 2020

THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND THE LENDER IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED WITHOUT ANY LIMIT ON YOUR LIABILITY.

PARTIES	
Borrower	FIREFLY LEARNING LIMITED (Company Number: 10115230) whose registered address is 100 Cambridge Grove, London. W6 0LE
Lender	INNOVATE UK LOANS LIMITED (Company Number: 11220957) whose registered address is Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FL

Terms defined in the Agreement (defined below) shall, unless otherwise defined in this Deed, have the same meaning in this Deed. In addition, the following definitions have the following meanings in this Deed:

GENERAL DEFINITIONS	
Agreement	The loan agreement issued on 21 st October 2019 between the Lender and the Borrower for the provision of the loan facility secured by this Deed.
Business Day	A day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Borrower's Obligations	All the Borrower's liabilities to the Lender of any kind (whether present or future actual or contingent and whether incurred alone or jointly with another) including any charges and Interest and Expenses under this Deed.
Charged Assets	The whole and any part of the undertaking, property and assets of the Borrower charged by Clause 1.
Debts	All book and other debts of the Borrower (present and future), monetary claims due or owing to the Borrower and all other monies due and owing to the Borrower (present and future) and the benefit of all rights or any nature, securities or guarantees in respect of such books and other debts.
Encumbrance	Any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment, option, restriction, claim, right of pre-emption, right of first refusal, third party right or interest, other

Innovate UK

	encumbrance or security interest of any kind, or other preferential arrangement having similar effect.
Event of Default	As defined in the Agreement.
Expenses	All expenses reasonably and properly incurred by the Lender or any Receiver at any time in connection with the Charged Assets or the Borrower's Obligations or in taking or perfecting this Deed or in preserving, defending or enforcing the security created by it or in exercising any power under this Deed or otherwise with Interest from the date they are incurred.
Intellectual Property	(a) Any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and (b) the benefit of all applications and rights to use such assets of the Borrower (which may now or in the future subsist).
Interest	Interest at the rate(s) charged to the Borrower by the Lender from time to time.
Receiver	A receiver, receiver and manager or administrative receiver of any or all of the Charged Assets appointed by the Lender under Clause 8.

Innovate UK

INTERPRETATION
Clause headings shall not affect the interpretation of this Deed.
Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
Reference to a party shall include that party's successors, permitted assigns and permitted transferees and this Deed shall be binding on, and enure to the benefit of, the parties to this Deed and their respective personal representatives, successors, permitted assigns and permitted transferees.
A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
A reference to this Deed (or any provision of it) or to any other agreement or document referred to in this Deed is a reference to this Deed, that provision or such other agreement or document as amended, novated, transferred, re-enacted, supplemented or varied (in each case, other than in breach of the provisions of this Deed) from time to time.
A reference to an amendment includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly).
References to the " Charged Assets " include any part of it.
Interest will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Lender may select.
References to freehold and leasehold property include all covenants and rights affecting or concerning the same.
The parties acknowledge that in the event there are any inconsistencies between the provisions of this Deed and the provisions of the Agreement, the Agreement shall prevail.

Innovate UK

1 CHARGE

1.1 Covenant to Pay and Grant of Security

The Borrower covenants to pay on demand the Borrower's Obligations when they become due and as a continuing security for such payment and discharge and with full title guarantee charges to the Lender:

- (a) by way of legal mortgage all the freehold and leasehold property now vested in or charged to the Borrower;
- (b) by way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Borrower;
- (c) by way of fixed charge all rents receivable from any lease granted out of any freehold or leasehold property (present and future);
- (d) by way of fixed charge all the plant, machinery and fixtures and fittings of the Borrower (present and future);
- (e) by way of fixed charge all equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Borrower (present and future), including any part of it and all spare parts, replacements, modifications and additions not regularly disposed of in the ordinary course of business;
- (f) by way of fixed charge the benefits of all licences, consents and authorisations (statutory or otherwise) held or utilised by the Borrower (present and future) in connection with its business or the use of any of its assets;
- (g) by way of fixed charge all rights in respect of the policies of insurance (present and future) issued in relation to the Charged Assets, including all claims, the proceeds of all claims and all returns of premium in respect of such policies, to the extent not effectively assigned under Clause (l);
- (h) by way of fixed charge all the goodwill and uncalled capital of the Borrower (present and future);
- (i) by way of fixed charge all certificated stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Borrower, including any and other securities of the Borrower (present and future) including any dividend, interest or other distribution paid or payable in relation to any of the investments; and right, money, shares or property accruing, offered or issued at any time in relation to any of the investments by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise;
- (j) by way of fixed charge all Intellectual Property rights, choses in action and claims of the Borrower (present and future);
- (k) by way of fixed charge all agreements instruments and rights relating to the Charged Assets, to the extent not effectively assigned under Clause (l); and
- (l) by way of first floating charge all the undertaking and all property, assets and rights of the Borrower present and future not effectively mortgaged, charged or assigned under this Deed. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this paragraph (l) and shall entitle the Lender, without notice to the Borrower, to appoint an administrator over the Borrower.

Innovate UK

1.2 Assignment

As a continuing security for the payment and discharge of the Borrower's Obligations, the Borrower with full title guarantee assigns to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Borrower's Obligations: all its rights in each insurance policy including all claims, the proceeds of all claims and all returns of premium in connection with each insurance policy and the benefit of all other agreements, instruments and rights relating to the Charged Assets.

2 RESTRICTIONS

2.1 Negative Pledge and Disposals

The Borrower will not without the previous written consent of the Lender:

- (a) create, purport to create or permit to subsist any mortgage charge, lien or other Encumbrance on the Charged Assets other than any Encumbrance created by this Deed;
- (b) dispose of the Charged Assets charged by paragraphs (a) to 1.1(k) inclusive in Clause 1;
- (c) deal with the Debts otherwise than by collecting them in the ordinary course of the Borrower's business and in particular, the Borrower will not realise its Debts by means of block discounting, factoring or the like;
- (d) dispose of the Charged Assets charged by paragraph 1.1(l) in Clause 1 for so long as the floating charge has not crystallised other than in the ordinary course of business;
- (e) grant or accept a surrender of any lease or licence of, or part with or share possession or occupation of its freehold and leasehold property or any part of it; or
- (f) create or grant (or purport to create or grant) any interest in the Charged Assets in favour of a third party.

3 CRYSTALLISATION

3.1 Automatic Crystallisation of Floating Charge

The floating charge created by Clause 1.1(l) shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if:

- (a) the Borrower:
 - (i) creates, or attempts to create, without the prior written consent of the Lender, security or a trust in favour of another person over all or any part of the Charged Assets (except as expressly permitted by the terms of this Deed or the Agreement); or
 - (ii) disposes, or attempts to dispose of, all or any part of the Charged Assets (other than Charged Assets that are only subject to the floating charge while it remains uncrystallised);
- (b) any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Charged Assets; or
- (c) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Borrower.

Innovate UK

3.2 Crystallisation of Floating Charge by Notice

The Lender may, in its sole discretion, by written notice to the Borrower, convert the floating charge created under this Deed into a fixed charge as regards any part of the Charged Assets specified by the Lender in that notice if:

- (a) an Event of Default occurs and is continuing; or
- (b) the Lender considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

3.3 Assets Acquired after any Floating Charge has Crystallised

Any asset acquired by the Borrower after any crystallisation of the floating charge created under this Deed that, but for that crystallisation, would be subject to a floating charge under this Deed, shall (unless the Lender confirms otherwise to the Borrower in writing) be charged to the Lender by way of first fixed charge.

4 LIABILITY OF THE BORROWER

4.1 Liability not Discharged

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

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

4.2 Immediate Recourse

The Borrower waives any right it may have to require the Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Deed against the Borrower.

5 INSURANCE

5.1 Obligation to Insure

The Borrower will keep in a good condition and comprehensively insured, where appropriate for the proper protection of the business and the assets pledged by the Borrower, each of the Charged Assets. In default the Lender may enter and carry out repairs or effect such insurance (without becoming liable to account as mortgagee in possession).

5.2 Application of Proceeds

The Borrower will hold in trust for the Lender all money received under any insurance of the Charged Assets and at the Lender's option will apply the same in making good the relevant loss or damage or in, or towards, discharge of the Borrower's Obligations.

Innovate UK

6 COVENANTS

6.1 Deposit of Deeds

The Borrower will promptly on request by the Lender deposit with the Lender all insurance policies (or where the Lender agrees copies of them), deeds and documents of title relating to the Charged Assets.

6.2 Conduct of Business

The Borrower covenants with and undertakes to the Lender to conduct and carry on the Project/Agreement and/or its business in a proper and efficient manner and not make any substantial alteration in the nature of or mode of conduct of the Project and/or its business as defined in the Agreement.

6.3 State of Repair

The Borrower covenants with and undertakes to the Lender to keep all buildings and fixed and moveable plant, machinery, fixtures, fittings, vehicles, computers and other equipment forming part of the Charged Assets in a good state of repair and in good working order and condition.

6.4 Property Covenants

The Borrower covenants with and undertakes to the Lender:

- (a) to pay the rents reserved by, and to observe and perform all the covenants on the part of the lessee contained in, the respective leases under which any leasehold properties for the time being are held;
- (b) not without the prior written consent of the Lender and any other requisite consent to pull down or remove the whole or any part of the Charged Assets consisting of buildings or other structures, fixed plant and machinery;
- (c) not to exercise any of the statutory or common law powers of leasing and/or accepting surrenders of leases conferred on mortgagors by Sections 99 and 100 of the Law of Property Act 1925 or otherwise without the requisite consent, although the Lender may grant or accept surrenders of leases without restriction;
- (d) not to confer upon any person any licence, right or interest to occupy all the freehold and leasehold property now vested in or charged to the Borrower or grant, suffer or permit to arise or subsist any overriding interest (under the Land Registration Acts 1925 to 2002) over any of the same;
- (e) to permit the Lender and its agents, employees and persons authorised by him to enter all the freehold and leasehold property now vested in or charged to the Borrower at any time to view the state of repair and condition of it. Any such persons may enter all the freehold and leasehold property now vested in or charged to the Borrower and repair and make good any defects in the property resulting from or which constitute a breach of covenant under this Deed by the Borrower. If the Lender acts under this provision it shall not be or be deemed to be a mortgagee in possession or accountable as such. The Borrower shall indemnify the Lender in respect of any such expenditure on demand;
- (f) to observe and perform all covenants, conditions, agreements and stipulations from time to time affecting all the freehold and leasehold property now vested in or charged to the Borrower or the mode of use or the enjoyment of the same and not enter into any onerous or restrictive obligations affecting all the freehold and leasehold property now vested in or charged to the Borrower or, without the requisite consent, to do or suffer to be done on the Property anything which is

Innovate UK

"development" as defined in section 55 of the Town and Country Planning Act 1990 and the Planning Act 2008 nor to do or suffer or omit to be done any act, matter or thing whereby any provision of any Act of Parliament, order or regulation from time to time in force affecting all the freehold and leasehold property now vested in or charged to the Borrower is infringed;

- (g) to observe the provisions of the Town and Country Planning Act 1990 and the Planning Act 2008 and any amendment or replacement of them and all regulations made under them, and all planning and buildings regulations, by-laws and other requirements of any other planning authority or similar;
- (h) to inform the Lender immediately on becoming bound to complete the purchase of any estate or interest in any freehold or leasehold property after the date of this Deed and to deposit with the Lender the deeds and documents of title relating to such property and to all other all the freehold and leasehold property now vested in or charged to the Borrower; and
- (i) to execute at any time upon request over all or any of the property referred to in paragraph (h) above a charge by way of legal mortgage in favour of the Lender in such form as the Lender shall require.

6.5 Intellectual Property

- (a) The Borrower covenants with and undertakes to the Lender:
 - (i) to make such registrations and pay such fees, registration taxes and similar amounts as are necessary to keep its Intellectual Property in force;
 - (ii) to take such steps as are necessary (including the institution of legal proceedings) to prevent third parties infringing its Intellectual Property and (without prejudice to paragraph (a)(i) above) to take all other steps which are reasonably practicable to maintain and preserve its interests in its Intellectual Property; and
 - (iii) not, without the prior written consent of the Lender:
 - (A) to sell, transfer, license or otherwise dispose of all or any part of its Intellectual Property; or
 - (B) to permit any Intellectual Property which is registered to be abandoned or cancelled, to lapse or to be liable to any claim of abandonment for non-use or otherwise.
- (b) The Borrower covenants with and undertakes to the Lender to conduct its business in such a way as not to endanger or lead to the curtailment, forfeiture or suspension of any licences, registered Intellectual Property, or other rights required in connection with its business.

6.6 Compliance with Obligations

The Borrower covenants with and undertakes to the Lender to comply with all the obligations on the part of the Borrower in respect of the Charged Assets, whether express or implied.

6.7 Compliance with Laws

The Borrower covenants with and undertakes to the Lender to comply in all material respects with the terms of all applicable laws, including common law, statute and subordinate legislation, European Union Regulations and Directives and judgements and

Innovate UK

decisions of any court or authority competent to make such judgement or decision compliance with which is mandatory for the Borrower including without limitation all environmental laws, legislation relating to public health, town and country planning, control and handling of hazardous substances or wastes, fire precautions and health and safety at work.

6.8 Environmental Laws

- (a) The Borrower covenants with and undertakes to the Lender to comply with or procure compliance with all environmental laws, regulations, directives and codes of practice relating to any pollution waste (as defined by the Environmental Protection Act 1990), emissions, substance or activity perceived as being harmful to man or other living organism or of damaging the environment or public health or welfare or relating to nuisance, noise, defective premises or health and safety (all such matters being referred to in this Deed as "**Environmental Matters**") applicable to all the freehold and leasehold property now vested in or charged to the Borrower, any buildings or structures on such all the freehold and leasehold property now vested in or charged to the Borrower or any development or other works carried on at such all the freehold and leasehold property now vested in or charged to the Borrower;
- (b) The Borrower covenants with and undertakes to the Lender to notify the Lender immediately of becoming aware of:
 - (i) any notice of non-compliance with any Environmental Matters; and
 - (ii) any notice which results or may result in any modification, suspension or revocation of any licence or permission given under or in respect of any Environmental Matters.

7 POWERS OF THE LENDER

7.1 Leases

The Lender may without restriction grant or accept surrenders of leases of the Borrower's freehold and leasehold property or any part of it.

7.2 Law of Property Act 1925

- (a) Section 103 of the Law of Property Act 1925 shall not apply and the Lender may exercise its power of sale and other powers under that or any other Act or this Deed at any time after the date of this Deed.
- (b) Section 93(1) of the Law of Property Act 1925 shall not apply to this Deed.

7.3 Lender has Receiver's Powers

To the extent permitted by law, any right, power or discretion conferred by this Deed on a Receiver may, after the security constituted by this Deed has become enforceable, be exercised by the Lender in relation to any of the Charged Assets whether or not it has taken possession of any Charged Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

7.4 Appointments

The Lender may under the hand of any official or manager or by deed appoint a Receiver of all or any part of the Charged Assets either immediately or at any time after the security constituted by this Deed becomes enforceable:

- (a) a request from the Borrower for such appointment; or

Innovate UK

- (b) the Borrower's failure to make payment in full of all or any of the Borrower's Obligations following a demand for payment from the Lender; or
- (c) the presentation of a petition for an administration order to be made in respect of the Borrower; or
- (d) the receipt by the Lender of written notice of the intention of the Borrower, its shareholders, its directors or any third parties, or if the Borrower is a Limited Liability Partnership any of its members or any third parties, to appoint an administrator in relation to the Borrower.

7.5 Remuneration

The Lender may fix and pay the fees of the administrator or Receiver but any administrator or Receiver shall be deemed to be the agent of the Borrower and the Borrower shall be solely responsible for the administrator's or Receiver's acts and defaults.

7.6 No liability to Account

The Lender will not be liable to account to the Borrower as mortgagee in possession for any money not actually received by the Lender.

7.7 New Accounts

- (a) If the Lender receives, or is deemed to have received, notice of any subsequent security, or other interest, affecting all or part of the Charges Assets, the Lender may open a new account for the Borrower in the Lender's books. Without prejudice to the Lender's right to combine accounts, no money paid to the credit of the Borrower in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Borrower's Obligations.
- (b) If the Lender does not open a new account immediately on receipt of the notice, or deemed notice, under Clause 7.7(a), then, unless the Lender gives express written notice to the contrary to the Borrower, all payments made by the Borrower to the Lender shall be treated as having been credited to a new account of the Borrower and not as having been applied in reduction of the Borrower's Obligations, as from the time of receipt or deemed receipt of the relevant notice by the Lender.

7.8 Set Off

- (a) In addition to any lien or right to which the Lender may be entitled by law, the Lender may set any matured obligation due from the Borrower under this Deed against any matured obligation owed by the Lender to the Borrower.
- (b) All payments made by the Borrower to the Lender under this Deed shall be made in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8 POWERS OF RECEIVERS

8.1 Powers on Appointment

Any Receiver appointed by the Lender under this Deed shall be a Receiver and manager and any Receiver shall (in addition to all powers conferred on him by law) have all the powers conferred by the Law of Property Act 1925 on mortgagees in possession and Receiver appointed under the Law of Property Act 1925, all the powers specified in Schedule 1 of the Insolvency Act 1986 (whether or not such Receiver is an administrative receiver within the meaning of the said Act), and all the following powers:

Innovate UK

- (a) to take possession of and generally manage the Charged Assets and any business of the Borrower;
- (b) to carry out on any freehold or leasehold property of the Borrower any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment;
- (c) to purchase or acquire any land or other property and purchase, acquire, grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land;
- (d) to sell, lease, surrender or accept surrenders of leases, charge or otherwise deal with or dispose of the Charged Assets without restriction including (without limitation) power to dispose of any fixtures separately from the land;
- (e) to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Borrower;
- (f) to take, continue or defend any proceedings and enter into any arrangement or compromise;
- (g) to insure the Charged Assets and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen;
- (h) to call up any uncalled capital of the Borrower with all the powers conferred by the articles of association of the Borrower in relation to calls;
- (i) to employ advisers, consultants, managers, agents, workmen and others;
- (j) to purchase or acquire materials, tools, equipment, goods or supplies;
- (k) to borrow any money and secure the payment of any money in priority to the Borrower's Obligations for the purpose of the exercise of any of their powers; and
- (l) to do any other acts which the Receiver may consider to be incidental or conducive to any of their powers or to the realisation of the Charged Assets.

8.2 Application of Proceeds

All monies received by the Lender or a Receiver pursuant to this Deed, after the security constituted by this Deed has become enforceable, shall (subject to the claims of any person having prior rights and by way of variation of the Law of Property Act 1925) be applied in the following order of priority:

- (a) in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Lender (and any Receiver, attorney or agent appointed by it) under or in connection with this Deed, and of all remuneration due to any Receiver under or in connection with this Deed;
- (b) in or towards payment of or provision for the Borrower's Obligation in any order and manner that the Lender determines; and
- (c) in payment of the surplus (if any) to the Borrower or other person entitled to it.

8.3 Appropriation

Neither the Lender, any Receiver nor any delegate shall be bound (whether by virtue of section 109(8) of the Law of Property Act 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Borrower's Obligations.

Innovate UK

Innovate UK

Innovate UK

8.4 Appointment and Removal

- (a) At any time after the security constituted by this Deed has become enforceable, or at the request of the Borrower, the Lender may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Charged Assets.
- (b) The Lender may, without further notice (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receiver), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

8.5 Remuneration

The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the Law of Property Act 1925, and the remuneration of the Receiver shall be a debt secured by this deed, to the extent not otherwise discharged.

9 POWER OF ATTORNEY

9.1 Appointment of Attorneys

- (a) By way of security, the Borrower hereby irrevocably appoints the Lender, every Receiver severally to be the attorney of the Borrower (with full power of substitution and delegation) and, in the Borrower's name, on the Borrower's behalf and as the Borrower's act and deed to sign or execute all deeds, instruments and documents which may be necessary or desirable for carrying out any obligations imposed on the Borrower by or pursuant to this Deed and for exercising all the powers conferred on them by this Deed or by law.
- (b) The power of attorney hereby granted is as regards to the Lender, its delegates and any Receiver (and as the Borrower hereby acknowledges) granted irrevocably and for value as part of the security constituted by this Deed to secure proprietary interests in and the performance of obligations owed to the respective donees within the meaning of the Powers of Attorney Act 1971.

9.2 Ratification of Acts of Attorneys

The Borrower ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in Clause 9.1.

10 WHEN SECURITY BECOMES ENFORCEABLE

10.1 Security becomes enforceable on Event of Default

The security constituted by this Deed shall be immediately enforceable if an Event of Default under the Agreement occurs.

10.2 Discretion

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

Innovate UK

11 INFORMATION

11.1 Information

- (a) The Borrower will immediately provide access to information requested by monitoring officers, agents and auditors acting for the Lender for the purpose of monitoring and evaluating the Project and/or the business of the Borrower.
- (b) The Borrower will immediately inform the Lender if, during the term of the Agreement, the factual information supplied to the Lender in contemplation or for the purposes of the Agreement, including but not limited to the Bidding Materials become no longer true and accurate in all material respects.

12 PRESERVATION OF SECURITY AND RIGHTS

12.1 Independent Security

This Deed is in addition to any other security present or future held by the Lender for the Borrower's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Lender.

12.2 Continuing Security

The security constituted by this Deed shall remain in full force and effect as a continuing security for the Borrower's Obligations, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this Deed in writing.

12.3 Discharge Conditional

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

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

12.4 Certificates

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

13 FURTHER ASSURANCE

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

- (a) creating, perfecting or protecting the security intended to be created by this Deed;
- (b) facilitating the realisation of any Charged Asset; or

Innovate UK

- (c) facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any Charged Asset,

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

14 MEMORANDUM AND ARTICLES OF ASSOCIATION

The Borrower certifies that this Deed does not contravene the Borrower's Memorandum and articles of association.

15 COSTS AND INDEMNITY

15.1 Costs

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

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

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

15.2 Indemnity

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

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

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

Innovate UK

16 ASSIGNMENT AND TRANSFER

16.1 Assignment

- (a) The Lender may assign and/or transfer all or any part of its rights and benefits under this Deed.
- (b) The Borrower may not assign or transfer all or any part of its rights, benefits and obligations under this Deed without the prior written consent of the Lender.

16.2 Disclosure

The Lender must keep confidential any information supplied to it by or on behalf of the Borrower in connection with the Agreement and this Deed. The Borrower hereby consents to the disclosure by the Lender of any information about the Borrower, this Deed or the Charged Assets, or the Borrower's Obligations:

- (a) to any person to whom the Lender has assigned or transferred or proposes or may propose to assign or transfer all or any of its rights and benefits under this Deed or the Borrower's Obligations; or
- (b) to any person with whom the Lender has entered or proposes or may propose to enter into any contractual arrangements in connection with this Deed or the Borrower's Obligations; or
- (c) to any Receiver, administrator, advisor or other person in relation to the exercise or potential exercise of any rights and benefits under this Deed or the Borrower's Obligations; or
- (d) to any shareholder, subsidiary or agent of the Lender; or
- (e) to any other person if required or permitted by law to do so.

17 AMENDMENTS, WAIVERS AND CONSENTS

17.1 Amendments

No amendment of this Deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

17.2 Waivers and Consents

- (a) A waiver of any right or remedy under this Deed or by law, or any consent given under this Deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- (b) A failure or delay by a party to exercise any right or remedy provided under this Deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Deed. No single or partial exercise of any right or remedy provided under this Deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Deed by the Lender shall be effective unless it is in writing.

17.3 Rights and Remedies

The rights and remedies provided under this Deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

Innovate UK

18 SEVERANCE

If any provision (or part of a provision) of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this Clause shall not affect the legality, validity and enforceability of the rest of this Deed.

19 COUNTERPARTS

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

20 THIRD PARTY RIGHTS

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

21 NOTICES

21.1 Method

- (a) Notices or demands may be made by letter or e-mail to the parties' addresses mentioned in this Deed or to such other address as they may subsequently specify in writing.
- (b) Notices to be served on the Lender should be served to the Lender at Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FL for the attention of the Chief Investment Officer.
- (c) All notices or demands served in connection with this Deed are to be served in English.

21.2 Deemed Service

- (a) A notice or demand given to the Borrower and served by post will be treated as served 2 Business Days after being posted (or 5 Business Days after being posted by airmail if to another country).
- (b) A notice or demand given to the Borrower and served by e-mail will be effective only when actually received in readable form on a Business Day and if that is after 5.00pm it shall be deemed to only become effective the following Business Day.
- (c) Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt.

22 GOVERNING LAW AND JURISDICTION

22.1 Governing Law

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

Innovate UK

22.2 Jurisdiction

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

[Faint, illegible text]

Innovate UK

EXECUTION PAGES

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

Lender

Executed as a deed by Innovate UK Loans Limited



acting by, Scott James O'Brien

(a director) _____

in the presence of:

Cara Abbott

Witness signature:

Witness name:

Cara Abbott

Witness address:

c/o Polaris House SN2 1FL

Witness occupation:

Public Servant

Borrower

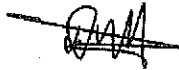
Executed as a deed by Firefly Learning Limited



acting by, Simon Hay

(a director) _____

in the presence of:



Witness signature:

Witness name:

Davin McDermott

Witness address:



Witness occupation:

Chartered Accountant