



Registration of a Charge

Company Name: **UNATERRA CONSULTING LTD**

Company Number: **10776377**



XB58Q15T

Received for filing in Electronic Format on the: **01/06/2022**

Details of Charge

Date of creation: **31/05/2022**

Charge code: **1077 6377 0004**

Persons entitled: **TENZING PRIVATE EQUITY LLP AS SECURITY TRUSTEE**

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: **WE 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: **OSBORNE CLARKE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10776377

Charge code: 1077 6377 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st May 2022 and created by UNATERRA CONSULTING LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st June 2022 .

Given at Companies House, Cardiff on 7th June 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**

We certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Dated this 31 May 2022

Signed 

Osborne Clarke LLP
One London Wall
London
EC2Y 5EB

Loan Note Guarantee and Debenture

between

- (1) Payroll Software & Services Group Topco Limited and certain of its subsidiaries
- (2) Tenzing Private Equity LLP as Security Trustee

Dated 31 May 2022

THIS DOCUMENT IS SUBJECT AT ALL TIMES TO THE SENIOR INTERCREDITOR AGREEMENT AND THE LOAN NOTE INTERCREDITOR (AS SUCH TERMS ARE DEFINED IN THIS DEED)

Osborne Clarke LLP

Contents

1.	Definitions and interpretation	1
2.	Guarantee and indemnity	6
3.	Covenant to pay	9
4.	Grant of security	9
5.	Liability of the Chargors	12
6.	Representations and warranties	12
7.	General covenants	13
8.	Property covenants	17
9.	Investments covenants	20
10.	Equipment covenants	22
11.	Book Debts covenants	23
12.	Relevant Agreements covenants	23
13.	Intellectual Property covenants	24
14.	Powers of the Security Trustee	24
15.	When security becomes enforceable	26
16.	Enforcement of security	26
17.	Receiver	28
18.	Powers of Receiver	29
19.	Delegation	31
20.	Application of proceeds	32
21.	Costs and indemnity	32
22.	Further assurance	33
23.	Power of attorney	34
24.	Release	34
25.	Assignment and transfer	34
26.	Set-off	34
27.	Amendments, waivers and consents	35
28.	Severance	35
29.	Counterparts	35
30.	Third party rights	35
31.	Further provisions	35
32.	Notices	36
33.	Governing law and jurisdiction	37
	Schedule 1	39
	The Original Chargors	39
	Schedule 2	40
	(Security Assets)	40
	Part 1	40
	(Property)	40
	Part 2	40
	(Relevant Agreements)	40
	Part 3	42
	(Shares)	42
	Part 4	42
	(Intellectual Property)	42
	Part 5	43
	(Equipment)	43
	Schedule 3	44
	(Notice and acknowledgement - Relevant Agreement)	44
	Part 1	44
	(Form of notice)	44
	Part 2	46
	(Form of acknowledgement)	46
	Schedule 4	47
	(Notice and acknowledgement - Insurance Policy)	47
	Part 1	47
	(Form of notice)	47
	Part 2	49

(Form of acknowledgement).....49

Schedule 5.....50

(Notice and acknowledgement - bank account)50

Part 150

(Form of notice)50

Part 252

(Form of acknowledgement).....52

Schedule 6.....53

(Form of Accession Deed).....53

This Deed is made on 31 May 2022

Between:

- (1) **Each person** listed in Schedule 1 (the "**Original Chargors**"); and
- (2) **Tenzing Private Equity LLP**, a limited liability partnership incorporated and registered in England and Wales with registered number OC402700 whose registered office is at Heddon House, 149-151 Regent Street, London, United Kingdom W1B 4JD as security trustee for the Secured Parties (the "**Security Trustee**").

Background:

The Deed is supplemental to the Existing Security.

The Noteholders have either subscribed for the Loan Notes or agreed to subscribe for the Loan Notes, and the Chargors have agreed to enter into this Deed for the purpose of providing security in respect of the Obligors' liabilities to the Noteholders in respect of the Loan Notes.

1. Definitions and interpretation

1.1 Definitions

Terms defined in the Loan Note Instruments shall, unless otherwise defined in this Deed, have the same meaning in this Deed. In addition, the following definitions apply in this Deed:

"Accession Deed" means a document substantially in the form set out in Schedule 6 (*Form of Accession Deed*) or such other form as the Security Trustee may require (acting reasonably).

"Administrator" means an administrator appointed to manage the affairs, business and property of a Chargor pursuant to Clause 14.8.

"Bidco" means Payroll Software & Services Group Limited (previously Hilary Bidco Limited), incorporated and registered in England and Wales with company number 12341619 whose registered office is at Maling Exchange, Hoults Yard, Walker Road, Newcastle Upon Tyne, England, NE6 2HL.

"Book Debts" means all present and future book and other debts, and monetary claims due or owing to a Chargor, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by a Chargor in relation to any of them.

"Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

"Chargors" means each Original Chargor and any person that executes and delivers an Accession Deed in favour of the Security Trustee after the date of this Deed.

"Default Interest" has the meaning given to that term in the relevant Loan Note Instrument.

"Delegate" means any person appointed by the Security Trustee or any Receiver pursuant to Clause 19 and any person appointed as attorney of the Security Trustee, Receiver or Delegate.

"Designated Account" means any account of a Chargor nominated by the Investor as a designated account for the purposes of this Deed.

"Environment" means the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or

man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media.

"Environmental Law" means all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment.

"Equipment" means all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by a Chargor, including any part of it and all spare parts, replacements, modifications and additions and including, but not limited to, the equipment described in Part 5 (*Equipment*) of Schedule 2 (*Security Assets*) and Part 4 of the Schedule to an Accession Deed (if any).

"Event of Default" means

- (a) in respect of the Series A Investor Note Instrument, each of the events and circumstances described in Condition 3.2 of the Series A Investor Note Instrument; and
- (b) in respect of the Series B Management Note Instrument, each of the events and circumstances described in Condition 3.2 of the Series B Management Note Instrument.

"Existing Security" means:

- (a) the loan note guarantee and debenture dated 11 December 2020 granted by (1) Payroll Software & Services Group Topco Limited, (2) Payroll Software & Services Group MidCo Limited, (3) Payroll Software & Services Group Limited, (4) UnaTerra Consulting Ltd, (5) Cintra HR & Payroll Services Ltd and (6) Cintra Payroll Services Limited in favour of the Security Trustee (as acceded to by Outsourced Business Solutions Limited on 10 November 2021 (charge code 0955 0989 0001), Helpout Limited on 28 February 2022 and Software for People Limited on 28 February 2022);
- (b) the loan note guarantee and debenture dated 20 December 2019 granted by (1) Payroll Software & Services Group TopCo Limited, (2) Payroll Software & Services Group MidCo Limited, (3) Payroll Software & Services Group Limited, (4) Unaterra Consulting Ltd, (5) Cintra HR & Payroll Services Ltd, and (6) Cintra Payroll Services Limited in favour of the Security Trustee (as acceded to by Outsourced Business Solutions Limited on 10 November 2021 (charge code 0955 0989 0002), Helpout Limited on 28 February 2022 and Software for People Limited on 28 February 2022); and
- (c) the supplemental debenture granted by Payroll Software & Services Group Limited in respect of (a) and (b) above in favour of the Subordinated Security Trustee dated 28 February 2022.

"Financial Collateral" means shall have the meaning given to that expression in the Financial Collateral Regulations.

"Financial Collateral Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (*SI 2003/3226*).

"Insurance Policy" means each contract and policy of insurance effected or maintained by a Chargor from time to time in respect of its assets or business (including, without limitation, any contract or policy of insurance relating to the Properties or the Equipment).

"Intellectual Property" means:

- (a) all of the assets specified in Part 4 (*Intellectual Property*) of Schedule 2 (*Security Assets*) (if any);
- (b) all of the assets described in Part 2 of the Schedule to an Accession Deed (if any);
- (c) any patents, trademarks, service marks, designs, business names, copyrights, database rights, computer software, design rights, domain names, moral rights, inventions, confidential information, trade secrets, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered;
- (d) the benefit of all applications and rights to use those assets described in paragraphs (a) to (c) (inclusive) of each Chargor (which may now or in the future subsist); and
- (e) any related rights arising in relation to any of the assets described in paragraphs (a) to (d) (inclusive).

"Investment Agreement" means an investment agreement dated on or around 20 December 2019 (as amended from time to time) and made between, among others, (1) the persons whose names are set out therein as managers, (2) Topco, (3) Midco, (4) Bidco, (5) the Original Investor (as defined therein), (6) Tenzing Private Equity LLP.

"Investments" means all present and future certificated stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by a Chargor, including any:

- (a) the shares described in Part 3 (*Shares*) of Schedule 2 (*Security Assets*) and Part 3 of the Schedule to an Accession Deed (if any);
- (b) dividend, interest or other distribution paid or payable in relation to any of the Investments; and
- (c) 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.

"LPA 1925" means Law of Property Act 1925.

"Loan Notes" means the loan notes issued under the terms of the Loan Note Instruments.

"Loan Note Documents" means:

- (a) the Loan Note Instruments and the Loan Notes;
- (b) the guarantee and indemnity contained in this Deed and any other guarantee and/or indemnity entered into by a Chargor and/or any affiliates of a Chargor in relation to liabilities under the Loan Note Instruments and the Loan Notes;
- (c) this Deed and any other document entered into by a Chargor and/or any affiliates of a Chargor from time to time creating or expressed to create any encumbrance over all or any part of their assets as Security for liabilities under the other Loan Note Documents; and
- (d) any other document designed in writing a "Loan Note Document" by the Security Trustee and any Chargor,

as such document, agreement or instrument may be as amended, novated, supplemented, extended or restated from time to time.

"Loan Note Instruments" means:

- (a) the loan note instrument dated 20 December 2019 pursuant to which the Series A Investor Notes are constituted, as amended, supplemented and extended from time to time; and
- (b) the loan note instrument dated 11 December 2020, pursuant to which the Series B Management Notes are, or are to be, constituted, as amended, supplemented and extended from time to time.

"Loan Note Intercreditor" means the loan note intercreditor deed originally dated 11 December 2020 (as amended and/or restated) and made between (1) the Security Trustee, (2) the Original Investor Noteholders (as such term is defined therein), (3) the Original Management Noteholders (as such term is defined therein) and (4) the Original Chargors (as amended, supplemented, extended and replaced from time to time).

"Midco" means Payroll Software & Services Group Midco Limited (previously Hilary Midco Limited), incorporated and registered in England and Wales with company number 12341584 whose registered office is at Maling Exchange, Hoults Yard, Walker Road, Newcastle Upon Tyne, England, NE6 2HL.

"Noteholders" means the registered holders of the Loan Notes from time to time.

"Obligors" means a Chargor and any affiliate of a Chargor which is party to any Loan Note Document.

"Properties" means all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by a Chargor, or in which a Chargor holds an interest (including, but not limited to, the properties specified in Part 1 (*Property*) Schedule 2 (*Security Assets*) and in any Accession Deed), and "Property" means any of them.

"Receiver" means a receiver, receiver and manager or administrative receiver of any or all of the Secured Assets appointed by the Security Trustee under Clause 17.

"Relevant Agreement" means each agreement specified in Part 2 (*Relevant Agreements*) of Schedule 2 (*Security Assets*) and in any Accession Deed.

"Rights" means any Security or other right or benefit whether arising by set-off, counterclaim, subrogation, indemnity, proof in liquidation or otherwise and whether from contribution or otherwise.

"Secured Assets" means all the assets, property and undertaking for the time being subject to the Security created by, or pursuant to, this Deed (and references to the Secured Assets shall include references to any part of them).

"Secured Liabilities" means all present and future monies, obligations and liabilities owed by the Obligors to the Noteholders and the Security Trustee, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity, under or in connection with the Loan Note Documents (including, without limitation, under any amendment, supplement or restatement of the Loan Note Documents, or in relation to any new or increased subscriptions for Loan Notes) (including, without limitation, those arising under Clause 31.3(b)), together with all interest (including, without limitation, Default Interest) accruing in respect of those monies, obligations or liabilities.

"Secured Parties" means the Noteholders.

"Security Financial Collateral Arrangement" means shall have the meaning given to that expression in the Financial Collateral Regulations.

"Security" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

"Security Period" means the period starting on the date of this Deed and ending on the date on which the Security Trustee is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

"Senior Intercreditor Agreement" has the meaning given to the term in the Loan Note Instruments.

"Topco" means Payroll Software & Services Group Topco Limited (previously Hilary Topco Limited), incorporated and registered in England and Wales with company number 12341491 whose registered office is at Maling Exchange, Hoults Yard, Walker Road, Newcastle Upon Tyne, United Kingdom, NE6 2HL.

1.2 **Interpretation**

The provisions of Clause 1.2 (*Interpretation*) of the Loan Note Instruments apply to this Deed as if they were set out in full in this Deed, except that each reference in that clause to the relevant Loan Note Instrument shall be read as a reference to this Deed.

In addition, in this Deed:

- (a) clause, Schedule and paragraph headings shall not affect the interpretation of this Deed;
- (b) a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) and that person's personal representatives, successors, permitted assigns and permitted transferees;
- (c) 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 (in each case, other than in breach of the provisions of this Deed) from time to time;
- (d) unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this Deed;
- (e) a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly);
- (f) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- (g) a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been waived; and
- (h) a **"Loan Note Document"** or any other agreement or instrument is (other than a reference to a **"Loan Note Document"** or any other agreement or instrument in "original form") a reference to that Loan Note Document, or other agreement or instrument, as amended, novated, supplemented, extended or restated.

1.3 **Clawback**

If the Security Trustee considers that an amount paid by a Chargor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or

administration of a Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.

1.4 ***Nature of security over real property***

A reference in this Deed to a charge or mortgage of or over any Property includes:

- (a) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) that are situated on or form part of that Property at any time;
- (b) the proceeds of the sale of any part of that Property and any other monies paid or payable in respect of or in connection with that Property;
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of a Chargor in respect of that Property, and any monies paid or payable in respect of those covenants; and
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of that Property.

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

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Loan Note Instruments and of any side letters between any parties in relation to the Loan Note Instruments are incorporated into this Deed.

1.6 ***Schedules***

The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.

1.7 ***Senior Intercreditor Agreement and Loan Note Intercreditor***

This Deed shall at all times be subject to the terms of the Senior Intercreditor Agreement and the Loan Note Intercreditor.

2. ***Guarantee and indemnity***

2.1 ***Guarantee and indemnity***

In consideration of the Noteholders subscribing for the Loan Notes, each Chargor irrevocably and unconditionally, jointly and severally:

- (a) guarantees to the Secured Parties, whenever Midco does not pay any of the Secured Liabilities when due, to pay on demand the Secured Liabilities;
- (b) undertakes with each Secured Party that whenever another Chargor does not pay any amount when due under or in connection with the Loan Note Documents, that Chargor shall immediately on demand pay that amount as if it was the principal obligor; and
- (c) as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under Clause 2.1 agrees to indemnify and keep indemnified each Noteholder and the Security Trustee in full and on demand from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by that Noteholder or Security Trustee arising out of, or in connection with, the Secured Liabilities not being recoverable for any reason or any failure of a Chargor to perform or discharge any of its obligations or liabilities in respect of the Secured Liabilities.

2.2 ***Continuing guarantee***

The guarantee and indemnity shall at all times be a continuing guarantee and shall cover the ultimate balance from time to time owing to each Noteholder or Security Trustee by the Chargors in respect of the Secured Liabilities.

2.3 ***Reinstatement***

If any discharge, release or arrangement (whether in respect of the obligations of any company or any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under this Clause 2 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

2.4 ***Waiver of defences***

The liability of the Chargors under this guarantee shall not be reduced, discharged or otherwise adversely affected by:

- (a) any intermediate payment, settlement of account or discharge in part of the Secured Liabilities;
- (b) any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which any Noteholder or Security Trustee may now or after the date of this Deed have from or against any of the Chargors and any other person in connection with the Secured Liabilities;
- (c) any act or omission by any Noteholder or Security Trustee or any other person in taking up, perfecting or enforcing any Security, indemnity, or guarantee from or against the Chargors or any other person;
- (d) any termination, amendment, variation, novation, replacement or supplement of or to any of the Secured Liabilities including without limitation any change in the purpose of, any increase in or extension of the Secured Liabilities and any addition of new Secured Liabilities;
- (e) any grant of time, indulgence, waiver or concession to the Chargors or any other person;
- (f) any insolvency, bankruptcy, liquidation, administration, winding up, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of the Chargors, any Noteholder, any Security Trustee or any other person;
- (g) any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or Security held from, the Chargors or any other person in connection with the Secured Liabilities;
- (h) any claim or enforcement of payment from the Chargors or any other person; or
- (i) any act or omission which would not have discharged or affected the liability of the Chargors had it been a principal debtor instead of a Chargor, or indemnifier or by anything done or omitted by any person which but for this provision might operate to exonerate or discharge the Chargors or otherwise reduce or extinguish its liability under this Deed.

2.5 ***Chargor's intent***

Without prejudice to the generality of Clause 2.4 (*Waiver of defences*) above, each Chargor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Loan Note Documents and/or any facility or amount made available under any of the Loan Note Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

2.6 ***Immediate recourse***

Irrespective of any law or provision of any Loan Note Document, no Noteholder or Security Trustees shall be obliged, before taking steps to enforce any of its rights and remedies under this guarantee, to:

- (a) take any action or obtain judgment in any court against a Chargor or any other person;
- (b) make or file any claim in a bankruptcy, liquidation, administration or insolvency of a Chargor or any other person; or
- (c) make demand, enforce or seek to enforce any claim, right or remedy against a Chargor or any other person.

2.7 ***Appropriations***

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

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Clause 2.

2.8 ***Deferral of Chargor's rights***

Each Chargor warrants to each Noteholder and the Security Trustee that it has not taken or received, and shall not take, exercise or receive the benefit of any Rights from or against the Chargors, its liquidator, an administrator, co-Chargor or any other person in connection with any liability of, or payment by, the Chargors under this guarantee but:

- (a) if any of the Rights is taken, exercised or received by the Chargors, those Rights and all monies at any time received or held in respect of those Rights shall be held by the Chargors on trust for each Noteholder and the Security Trustee for application in or towards the discharge of the Secured Liabilities under this Deed; and
- (b) on demand by any Noteholder or the Security Trustee, each Chargor shall promptly transfer, assign or pay to that Noteholder or Security Trustee all other Rights and all monies from time to time held on trust by that Chargor under this Clause 2.8.

2.9 ***Additional security***

- (a) This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Secured Party.
- (b) The guarantee and indemnity and security set out in this Deed is in addition to and shall not affect nor be affected by or merge with any other judgment, Security, right or remedy obtained or held by any Noteholder or Security Trustee (whether at law or in equity) from time to time for the discharge and performance of the Chargers of the Secured Liabilities.

Guarantee Limitations

This guarantee does not apply to any liability to the extent that it would result in this guarantee constituting unlawful financial assistance within the meaning of sections 678 or 679 of the Companies Act 2006 or any equivalent and applicable provisions under the laws of the jurisdiction of incorporation of the relevant Chorgor and, with respect to any Chorgor which becomes a party to this Deed pursuant to an Accession Deed, is subject to any limitations set out in the Accession Deed applicable to such Chorgor.

3. Covenant to pay

3.1 *Covenant to pay and interest*

Each Chorgor agreed, as primary obligor and not only as a surety, that it will pay and discharge the Secured Liabilities as and when they fall due or, if no time for payment is specified in respect of the same, promptly on demand by the Security Trustee

3.2 *Interest*

- (a) Each Chorgor shall pay Default Interest to the Noteholders and the Security Trustee after as well as before judgment on all sums demanded under this Deed from the date of demand by the Noteholders or the Security Trustee or, if earlier, the date on which the relevant damages, losses, costs or expenses arose in respect of which the demand has been made, until, but excluding, the date of actual payment.
- (b) Interest under Clause 3.2 shall accrue on a day-to-day basis calculated by the relevant Noteholder or Security Trustee on such terms as such Noteholder or the Security Trustee may from time to time determine and shall be compounded on the last Business Day of each month.
- (c) No Noteholder or Security Trustee shall be entitled to recover any amount in respect of interest under both this Deed and any arrangements entered into between a Chorgor and such Noteholder or Security Trustee in respect of any failure by a Chorgor to make any payment in respect of the Secured Liabilities.

4. Grant of security

4.1 *Legal mortgage*

As a continuing security for the payment and discharge of the Secured Liabilities, each Chorgor with full title guarantee charges to the Security Trustee, by way of first legal mortgage, each Property specified in Part 1 (*Property*) of Schedule 2 (*Security Assets*).

4.2 *Fixed charges*

As a continuing security for the payment and discharge of the Secured Liabilities, each Chorgor with full title guarantee charges to the Security Trustee by way of first fixed charge:

- (a) all Properties acquired by the Chorgor in the future;

- (b) all present and future interests not effectively mortgaged or charged under the preceding provisions of this Clause 4 in, or over, freehold or leasehold property;
- (c) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property;
- (d) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Chargor's business or the use of any Secured Asset, and all rights in connection with them;
- (e) all its present and future goodwill;
- (f) all its uncalled capital;
- (g) all the Equipment;
- (h) all the Intellectual Property;
- (i) all the Book Debts;
- (j) all the Investments;
- (k) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account), together with all other rights and benefits accruing to or arising in connection with each account (including, but not limited to, entitlements to interest);
- (l) all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy, to the extent not effectively assigned under Clause 4.3; and
- (m) all its rights in respect of each Relevant Agreement and all other agreements, instruments and rights relating to the Secured Assets, to the extent not effectively assigned under Clause 4.3.

4.3 **Assignment**

As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee assigns to the Security Trustee absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:

- (a) 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
- (b) the benefit of each Relevant Agreement and the benefit of all other agreements, instruments and rights relating to the Secured Assets.

4.4 **Floating charge**

As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee charges to the Security Trustee, by way of first floating charge, all the undertaking, property, assets and rights of the Chargor at any time not effectively mortgaged, charged or assigned pursuant to Clause 4.1 to Clause 4.3 inclusive.

4.5 **Qualifying floating charge**

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by Clause 4.4.

4.6 ***Automatic crystallisation of floating charge***

The floating charge created by Clause 4.4 shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if:

- (a) a Chargor:
 - (i) creates, or attempts to create, without the prior written consent of the Security Trustee, Security or a trust in favour of another person over all or any part of the Secured Assets (except as expressly permitted by the terms of this Deed or the Loan Note Instruments); or
 - (ii) disposes, or attempts to dispose of, all or any part of the Secured Assets (other than Secured 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 Secured Assets;
- (c) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of a Chargor; or
- (d) a composition, settlement, compromise, assignment or arrangement with any creditor of a Chargor.

4.7 ***Crystallisation of floating charge by notice***

The Security Trustee may, in its sole discretion, by written notice to a Chargor, convert the floating charge created under this Deed into a fixed charge as regards any part of the Secured Assets specified by the Security Trustee (whether generally or specifically) in that notice if:

- (a) an Event of Default occurs and is continuing; and/or
- (b) the Security Trustee 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 or considers that it would be necessary or desirable to do so in order to protect, preserve or supplement the charges over the Secured Assets or the priority of those charges.

4.8 ***Assets acquired after any floating charge has crystallised***

Any asset acquired by a Chargor 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 Security Trustee confirms otherwise to the Chargor in writing) be charged to the Security Trustee by way of first fixed charge.

4.9 ***No conversion by reason of moratorium***

Notwithstanding the remainder of this Clause 3, the floating charge contained in this Deed may not be converted into a fixed charge solely by reason of the obtaining of a moratorium, or anything done with a view to obtaining a moratorium, as a preliminary to a creditors voluntary arrangement, by an eligible company (as determined in Schedule A1 of the Insolvency Act) under the Insolvency Act 1986.

5. **Liability of the Chargors**

5.1 ***Liability not discharged***

Each Chargor's liability under this Deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Security Trustee that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- (b) the Security Trustee 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 5.1, might have discharged, or otherwise prejudiced or affected, the liability of a Chargor.

5.2 ***Immediate recourse***

Each Chargor waives any right it may have to require the Security Trustee to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Deed against that Chargor.

6. **Representations and warranties**

6.1 ***Representations and warranties***

Each Chargor makes the representations and warranties set out in this Clause 6 to the Security Trustee. For the avoidance of doubt, no misrepresentation or breach of this Clause 6 shall be deemed to occur if the Security Trustee has given its prior written consent to the matter which would otherwise constitute a misrepresentation or breach of this Clause 6.

6.2 ***Ownership of Secured Assets***

Each Chargor is the sole legal and beneficial owner of the Secured Assets.

6.3 ***No Security***

The Secured Assets are free from any Security other than the Security created by this Deed.

6.4 ***No adverse claims***

No Chargor has received, or acknowledged notice of, any adverse claim by any person in respect of the Secured Assets or any interest in them.

6.5 ***No adverse covenants***

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever that materially and adversely affect the Secured Assets.

6.6 ***No breach of laws***

There is no breach of any law or regulation that materially and adversely affects the Secured Assets.

6.7 ***No interference in enjoyment***

No facility necessary for the enjoyment and use of the Secured Assets is subject to terms entitling any person to terminate or curtail its use.

6.8 *No overriding interests*

Nothing has arisen, has been created or is subsisting, that would be an overriding interest in any Property.

6.9 *Avoidance of security*

No Security expressed to be created under this Deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of a Chargor or otherwise.

6.10 *No prohibitions or breaches*

There is no prohibition on assignment in any Insurance Policy or Relevant Agreement and the entry into this Deed by each Chargor does not, and will not, constitute a breach of any Insurance Policy, Relevant Agreement or any other agreement or instrument binding on each Chargor or its assets.

6.11 *Environmental compliance*

Each Chargor has, at all times, complied in all material respects with all applicable Environmental Law.

6.12 *Enforceable security*

This Deed constitutes and will constitute the legal, valid, binding and enforceable obligations of each Chargor, and is, and will continue to be, effective security over all and every part of the Secured Assets in accordance with its terms.

6.13 *Investments*

- (a) The Investments are fully paid and are not subject to any option to purchase or similar rights.
- (b) No constitutional document of an issuer of an Investment, nor any other agreement:
 - (i) restricts or inhibits any transfer of the Investments on creation or enforcement of the security constituted by this Deed; or
 - (ii) contains any rights of pre-emption in relation to the Investments.

6.14 *Times for making representations and warranties*

The representations and warranties set out in Clause 6.2 to Clause 6.13 are made by each Chargor on the date of this Deed are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

7. *General covenants*

7.1 *Negative pledge and disposal restrictions*

The Chargor shall not at any time, except with the prior written consent of the Security Trustee:

- (a) create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Security created by this Deed;

- (b) sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Secured Assets (except, in the ordinary course of business, Secured Assets that are only subject to an uncrystallised floating charge); or
- (c) create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party.

7.2 Preservation of Secured Assets

Each Chargor shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Security Trustee, or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this Deed.

7.3 Chargor's waiver of set-off

Each Chargor waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by a Chargor under this Deed).

7.4 Compliance with laws and regulations

- (a) No Chargor shall, without the Security Trustee's prior written consent, use or permit the Secured Assets to be used in any way contrary to law.
- (b) Each Chargor shall:
 - (i) comply with the requirements of any law and regulation relating to or affecting the Secured Assets or the use of it or any part of them;
 - (ii) obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Secured Assets or their use or that are necessary to preserve, maintain or renew any Secured Asset; and
 - (iii) promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Secured Assets.

7.5 Enforcement of rights

Each Chargor shall use its best endeavours to:

- (a) procure the prompt observance and performance of the covenants and other obligations imposed on that Chargor's counterparties (including each counterparty in respect of a Relevant Agreement and each insurer in respect of an Insurance Policy); and
- (b) enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets that the Security Trustee may require from time to time.

7.6 Notice of misrepresentation and breaches

Each Chargor shall, promptly on becoming aware of any of the same, notify the Security Trustee in writing of:

- (a) any representation or warranty set out in Clause 6 which is incorrect or misleading in any material respect when made or deemed to be repeated; and
- (b) any breach of any covenant set out in this Deed.

7.7 **Title documents**

Each Chargor shall, as so required by the Security Trustee, deposit with the Security Trustee and the Security Trustee shall, for the duration of this Deed be entitled to hold:

- (a) all deeds and documents of title relating to the Secured Assets that are in the possession or control of the Chargor (and if these are not within the possession or control of the Chargor, the Chargor undertakes to obtain possession of all these deeds and documents of title);
- (b) all Insurance Policies and any other insurance policies relating to any of the Secured Assets that the Chargor is entitled to possess;
- (c) all deeds and documents of title (if any) relating to the Book Debts as the Security Trustee may specify from time to time; and
- (d) copies of all the Relevant Agreements, certified to be true copies by either a director of the Chargor or by the Chargor's solicitors.

7.8 **Insurance**

- (a) Each Chargor shall insure and keep insured (or where, in the case of any leasehold property, insurance is the responsibility of the landlord under the terms of the lease, either procure that the landlord insures and keeps insured or, if and to the extent that the landlord does not do so, itself insure and keep insured) the Secured Assets against:
 - (i) loss or damage by fire or terrorist acts;
 - (ii) other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Chargor; and
 - (iii) any other risk, perils and contingencies as the Security Trustee may reasonably require.

Any such insurance must be with an insurance company or underwriters, and on such terms, as are reasonably acceptable to the Security Trustee, and must be for not less than the replacement value of the relevant Secured Assets.

- (b) Each Chargor shall, if requested by the Security Trustee, produce to the Security Trustee each policy, certificate or cover note relating to the insurance required by Clause 7.8(a) (or where, in the case of any leasehold property, that insurance is effected by the landlord, such evidence of insurance as the Chargor is entitled to obtain from the landlord under the terms of the relevant lease).
- (c) Each Chargor shall, if requested by the Security Trustee, procure that a note of the Security Trustee's interest is endorsed upon each insurance policy maintained by it or any person on its behalf in accordance with Clause 7.8(a) and that the terms of each such insurance policy require the insurer not to invalidate the policy as against the Security Trustee by reason of the act or default of any other joint or named insured and not to cancel it without giving at least 30 days' prior written notice to the Security Trustee.

7.9 **Insurance premiums**

Each Chargor shall:

- (a) promptly pay all premiums in respect of each insurance policy maintained by it in accordance with Clause 7.8(a) and do all other things necessary to keep that policy in full force and effect; and
- (b) (if the Security Trustee so requires) produce to, or deposit with, the Security Trustee the receipts for all premiums and other payments necessary for effecting and keeping up each insurance policy maintained by it in accordance with Clause 7.8(a).

7.10 *No invalidation of insurance*

No Chargor shall do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any insurance policy maintained by it in accordance with Clause 7.8(a).

7.11 *Proceeds of insurance policies*

All monies received or receivable by a Chargor under any insurance policy maintained by it in accordance with Clause 7.8(a) (including all monies received or receivable by it under any Insurance Policy) at any time (whether or not the security constituted by this Deed has become enforceable) shall:

- (a) immediately be paid to the Security Trustee;
- (b) if they are not paid directly to the Security Trustee by the insurers, be held by the Chargor as trustee of the same for the benefit of the Security Trustee (and the Chargor shall account for them to the Security Trustee); and
- (c) at the option of the Security Trustee, be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or in, or towards, discharge or reduction of the Secured Liabilities.

7.12 *Notices to be given by the Chargors*

Each Chargor shall:

- (a) on the execution of this Deed (if requested by the Security Trustee) and as so requested by the Security Trustee from time to time:
 - (i) give notice to each counterparty to a Relevant Agreement in the form set out in Part 1 of Schedule 3; and
 - (ii) use reasonable endeavours to procure that each counterparty promptly provides to the Security Trustee an acknowledgement of the notice in the form set out in Part 2 of Schedule 3;
- (b) if so requested by the Security Trustee from time to time:
 - (i) give notice to each insurer under an Insurance Policy in the form set out in Part 1 of Schedule 4; and
 - (ii) use reasonable endeavours to procure that each insurer promptly provides to the Security Trustee an acknowledgement of the notice in the form set out in Part 2 of Schedule 4; and
- (c) if so requested by the Security Trustee from time to time:
 - (i) give notice to each bank, financial institution or other person (other than the Security Trustee) with whom the Chargor holds an account (including each Designated Account) in the form set out in Part 1 of Schedule 5; and

- (ii) use reasonable endeavours to procure that each such bank, financial institution or other person promptly provides to the Security Trustee an acknowledgement of the notice in the form of Part 2 of Schedule 5.

7.13 Information

Each Chargor shall:

- (a) give the Security Trustee such information concerning the location, condition, use and operation of the Secured Assets as the Security Trustee may require;
- (b) permit any persons designated by the Security Trustee and any Receiver to enter on its premises and inspect and examine any Secured Asset, and the records relating to that Secured Asset, at all reasonable times and on reasonable prior notice; and
- (c) promptly notify the Security Trustee in writing of any action, claim, notice or demand made by or against it in connection with all or any part of a Secured Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim, notice or demand, together with, in each case, the Chargor's proposals for settling, liquidating, compounding or contesting any such action, claim, notice or demand and shall, subject to the Security Trustee's prior approval, implement those proposals at its own expense.

7.14 Payment of outgoings

Each Chargor shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Secured Assets and, on demand, produce evidence of payment to the Security Trustee.

8. Property covenants

8.1 Maintenance

Each Chargor shall keep all buildings and all fixtures on each Property in good and substantial repair and condition.

8.2 Preservation of Property, fixtures and Equipment

No Chargor shall, without the prior written consent of the Security Trustee:

- (a) pull down or remove the whole, or any part of, any building forming part of any Property or permit the same to occur;
- (b) make or permit any material alterations to any Property, or sever or remove, or permit to be severed or removed, any of its fixtures; or
- (c) remove or make any material alterations to any of the Equipment belonging to, or in use by, the Chargor on any Property (except to effect necessary repairs or replace them with new or improved models or substitutes).

8.3 Conduct of business on Properties

Each Chargor shall carry on its trade and business on those parts (if any) of the Properties as are used for the purposes of trade or business in accordance with the standards of good management from time to time current in that trade or business.

8.4 Planning information

Each Chargor shall:

- (a) give full particulars to the Security Trustee of any notice, order, direction, designation, resolution or proposal given or made by any planning authority or other public body or authority ("**Planning Notice**") that specifically applies to any Property, or to the locality in which it is situated, within 5 Business Days after becoming aware of the relevant Planning Notice; and
- (b) at its own expense, immediately on request by the Security Trustee, and at the cost of the Chargor, take all reasonable and necessary steps to comply with any Planning Notice, and make, or join with the Security Trustee in making, any objections or representations in respect of that Planning Notice that the Security Trustee may desire.

8.5 Compliance with covenants and payment of rent

Each Chargor shall:

- (a) observe and perform all covenants, stipulations and conditions to which each Property, or the use of it, is or may be subjected, and (if the Security Trustee so requires) produce evidence sufficient to satisfy the Security Trustee that those covenants, stipulations and conditions have been observed and performed;
- (b) diligently enforce all covenants, stipulations and conditions benefiting each Property and shall not (and shall not agree to) waive, release or vary any of the same; and
- (c) (without prejudice to the generality of the foregoing) where a Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time, and perform and observe all the tenant's covenants and conditions.

8.6 Payment of rent and outgoings

Each Chargor shall:

- (a) where a Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time; and
- (b) pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed on each Property or on its occupier.

8.7 Maintenance of interests in Properties

No Chargor shall, without the prior written consent of the Security Trustee:

- (a) grant, or agree to grant, any licence or tenancy affecting the whole or any part of any Property, or exercise, or agree to exercise, the statutory powers of leasing or of accepting surrenders under sections 99 or 100 of the Law of Property Act 1925; or
- (b) in any other way dispose of, surrender or create, or agree to dispose of surrender or create, any legal or equitable estate or interest in the whole or any part of any Property.

8.8 Registration restrictions

If the title to any Property is not registered at the Land Registry, each Chargor shall procure that no person (other than itself) shall be registered under the Land Registration Acts 1925 to 2002 as proprietor of all or any part of any Property without the prior written consent of the Security Trustee. The relevant Chargor shall be liable for the costs and expenses of the Security Trustee in lodging cautions against the registration of the title to the whole or any part of any Property from time to time.

8.9 ***Development restrictions***

No Chargor shall, without the prior written consent of the Security Trustee:

- (a) make or, insofar as it is able, permit others to make any application for planning permission or development consent in respect of the Property; or
- (b) carry out, or permit, or suffer to be carried out on any Property any development as defined in the Town and Country Planning Act 1990 and the Planning Act 2008, or change or permit or suffer to be changed the use of any Property.

8.10 ***Environment***

Each Chargor shall:

- (a) comply with all the requirements of Environmental Law both in the conduct of its general business and in the management, possession or occupation of each Property; and
- (b) obtain and comply with all authorisations, permits and other types of licences necessary under Environmental Law.

8.11 ***No restrictive obligations***

No Chargor shall, without the prior written consent of the Security Trustee, enter into any onerous or restrictive obligations affecting the whole or any part of any Property, or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of any Property.

8.12 ***Proprietary rights***

Each Chargor shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of any Property without the prior written consent of the Security Trustee.

8.13 ***Inspection***

Each Chargor shall permit the Security Trustee, any Receiver and any person appointed by either of them to enter on and inspect any Property on reasonable prior notice.

8.14 ***Property information***

Each Chargor shall inform the Security Trustee promptly of any acquisition by the Chargor of, or contract made by the Chargor to acquire, any freehold, leasehold or other interest in any property.

8.15 ***VAT option to tax***

No Chargor shall, without the prior written consent of the Security Trustee:

- (a) exercise any VAT option to tax in relation to any Property; or
- (b) revoke any VAT option to tax exercised, and disclosed to the Security Trustee, before the date of this Deed.

8.16 ***Registration at the Land Registry***

Each Chargor consents to an application being made by the Security Trustee to the Land Registrar for the following restriction in Form P to be registered against its title to each Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated2022 in favour of Tenzing Private Equity LLP as security trustee referred to in the charges register or their conveyancer."

9. **Investments covenants**

9.1 ***Deposit of title documents***

(a) Each Chargor shall:

- (i) on the execution of this Deed, deliver to the Security Trustee, or as the Security Trustee may direct, all stock or share certificates and other documents of title or evidence of ownership relating to any Investments owned by the Chargor at that time; and
- (ii) on the purchase or acquisition by it of Investments after the date of this Deed, deposit with the Security Trustee, or as the Security Trustee may direct, all stock or share certificates and other documents of title or evidence of ownership relating to those Investments.

(b) At the same time as depositing documents with the Security Trustee, or as the Security Trustee may direct, in accordance with Clause 9.1(a), each Chargor shall also deposit with the Security Trustee, or as the Security Trustee may direct:

- (i) all stock transfer forms relating to the relevant Investments duly completed and executed by or on behalf of the Chargor, but with the name of the transferee, the consideration and the date left blank; and
- (ii) any other documents (in each case duly completed and executed by or on behalf of the Chargor) that the Security Trustee may request to enable it or any of its nominees, or any purchaser or transferee, to be registered as the owner of, or otherwise obtain a legal title to, or to perfect its security interest in any of the relevant Investments,

so that the Security Trustee may, at any time and without notice to the Chargor, complete and present those stock transfer forms and other documents to the issuer of the Investments for registration.

9.2 ***Nominations***

(a) Each Chargor shall terminate with immediate effect all nominations it may have made (including, without limitation, any nomination made under section 145 or section 146 of the Companies Act 2006) in respect of any Investments and, pending that termination, procure that any person so nominated:

- (i) does not exercise any rights in respect of any Investments without the prior written approval of the Security Trustee; and
- (ii) immediately on receipt by it, forward to the Security Trustee all communications or other information received by it in respect of any Investments for which it has been so nominated.

- (b) No Chargor shall, during the Security Period, exercise any rights (including, without limitation, any rights under sections 145 and 146 of the Companies Act 2006) to nominate any person in respect of any of the Investments.

9.3 ***Pre-emption rights and restrictions on transfer***

Each Chargor shall:

- (a) obtain all consents, waivers, approvals and permissions that are necessary, under the articles of association (or otherwise) of an issuer of any Investments, for the transfer of the Investments to the Security Trustee or its nominee, or to a purchaser on enforcement of the security constituted by this Deed; and
- (b) procure the amendment of the share transfer provisions (including, but not limited to, deletion of any pre-emption provisions) under the articles of association, other constitutional document or otherwise of each issuer of the Investments in any manner that the Security Trustee may require in order to permit the transfer of the Investments to the Security Trustee or its nominee, or to a purchaser on enforcement of the security constituted by this Deed.

9.4 ***Dividends and voting rights before enforcement***

- (a) Subject to the terms of the Investment Agreement, before the security constituted by this Deed becomes enforceable, each Chargor may retain (from the issuer entity or the Security Trustee) and apply for its own use all dividends, interest and other monies paid or payable in respect of the Investments and, if any are paid or payable to the Security Trustee or any of its nominees, the Security Trustee will hold all those dividends, interest and other monies received by it for a Chargor and will pay them to the Chargor promptly on request.
- (b) Before the security constituted by this Deed becomes enforceable, each Chargor may exercise all voting and other rights and powers in respect of the Investments or, if any of the same are exercisable by the Security Trustee of any of its nominees, to direct in writing the exercise of those voting and other rights and powers provided that:
 - (i) it shall not do so in any way that would breach any provision of the Loan Note Instruments, the Investment Agreement or this Deed or for any purpose inconsistent with the Loan Note Instruments, the Investment Agreement or this Deed; and
 - (ii) the exercise of, or the failure to exercise, those voting rights or other rights and powers would not, in the Security Trustee's opinion, have an adverse effect on the value of the Investments or otherwise prejudice the Security Trustee's security under this Deed.
- (c) Each Chargor shall indemnify the Security Trustee against any loss or liability incurred by the Security Trustee (or its nominee) as a consequence of the Security Trustee (or its nominee) acting in respect of the Investments at the direction of the Chargor.
- (d) The Security Trustee shall not, by exercising or not exercising any voting rights or otherwise, be construed as permitting or agreeing to any variation or other change in the rights attaching to or conferred by any of the Investments that the Security Trustee considers prejudicial to, or impairing the value of, the security created by this Deed.

9.5 ***Dividends and voting rights after enforcement***

After the security constituted by this Deed has become enforceable:

- (a) all dividends and other distributions paid in respect of the Investments and received by a Chargor shall be held by the Chargor on trust for the Security Trustee and

immediately paid into a Designated Account or, if received by the Security Trustee, shall be retained by the Security Trustee; and

- (b) all voting and other rights and powers attaching to the Investments shall be exercised by, or at the direction of, the Security Trustee and the Chargors shall, and shall procure that its nominees shall, comply with any directions the Security Trustee may give, in its absolute discretion, concerning the exercise of those rights and powers.

9.6 ***Calls on Investments***

Notwithstanding the security created by this Deed, each Chargor shall promptly pay all calls, instalments and other payments that may be or become due and payable in respect of all or any of the Investments. Each Chargor acknowledges that the Security Trustee shall not be under any liability in respect of any such calls, instalments or other payments.

9.7 ***No alteration of constitutional documents or rights attaching to Investments***

No Chargor shall, without the prior written consent of the Security Trustee, amend, or agree to the amendment of:

- (a) the memorandum or articles of association, or any other constitutional documents, of any issuer of the Investments that is not a public company; or
- (b) the rights or liabilities attaching to, or conferred by, all or any of the Investments.

9.8 ***Preservation of Investments***

Each Chargor shall ensure (as far as it is able to by the exercise of all voting rights, powers of control and other means available to it) that any issuer of the Investments that is not a public company shall not:

- (a) consolidate or subdivide any of the Investments, or re-organise, exchange, repay or reduce its share capital in any way;
- (b) issue any new shares or stock; or
- (c) refuse to register any transfer of any of the Investments that may be lodged with it for registration by, or on behalf of, the Security Trustee or the Chargor in accordance with this Deed.

9.9 ***Investments information***

Each Chargor shall, promptly following receipt, send to the Security Trustee copies of any notice, circular, report, accounts and any other document received by it that relates to the Investments.

10. ***Equipment covenants***

10.1 ***Maintenance of Equipment***

Each Chargor shall:

- (a) maintain the Equipment in good and serviceable condition (except for expected fair wear and tear) in compliance with all relevant manuals, handbooks, manufacturer's instructions and recommendations and maintenance or servicing schedules;
- (b) at its own expense, renew and replace any parts of the Equipment when they become obsolete, worn out or damaged with parts of a similar quality and of equal or greater value; and

- (c) not permit any Equipment to be:
 - (i) used or handled other than by properly qualified and trained persons; or
 - (ii) overloaded or used for any purpose for which it is not designed or reasonably suitable.

10.2 ***Payment of Equipment taxes***

Each Chargor shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Equipment and, on demand, produce evidence of such payment to the Security Trustee.

10.3 ***Notice of charge***

Each Chargor:

- (a) shall, if so requested by the Security Trustee, affix to and maintain on each item of Equipment in a conspicuous place, a clearly legible identification plate containing the following wording:

"NOTICE OF CHARGE

This [DESCRIBE ITEM] and all additions to it [and ancillary equipment] are subject to a fixed charge dated [DATE] in favour of Tenzing Private Equity LLP."

- (b) shall not, and shall not permit any person to, conceal, obscure, alter or remove any plate affixed in accordance with Clause 10.3(a).

11. **Book Debts covenants**

11.1 ***Realising Book Debts***

- (a) Each Chargor shall as an agent for the Security Trustee, collect in and realise all Book Debts, pay the proceeds into a Designated Account immediately on receipt and, pending that payment, hold those proceeds in trust for the Security Trustee.
- (b) No Chargor shall, without the prior written consent of the Security Trustee, withdraw any amounts standing to the credit of any Designated Account.
- (c) Each Chargor shall, if called on to do so by the Security Trustee, execute a legal assignment of the Book Debts to the Security Trustee on such terms as the Security Trustee may require and give notice of that assignment to the debtors from whom the Book Debts are due, owing or incurred.

11.2 ***Preservation of Book Debts***

No Chargor shall (except as provided by Clause 11.1 or with the prior written consent of the Security Trustee) release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts.

12. **Relevant Agreements covenants**

12.1 ***Relevant Agreements***

- (a) Each Chargor shall, unless the Security Trustee agrees otherwise in writing, comply with the terms of any Relevant Agreement and any other document, agreement or arrangement comprising the Secured Assets (other than the Insurance Policies).

- (b) No Chargor shall, unless the Security Trustee agrees otherwise in writing:
 - (i) amend or vary or agree to any change in, or waive any requirement of;
 - (ii) settle, compromise, terminate, rescind or discharge (except by performance); or
 - (iii) abandon, waive, dismiss, release or discharge any action, claim or proceedings against any counterparty to a Relevant Agreement or other person in connection with,any Relevant Agreement or any other document, agreement or arrangement comprising the Secured Assets (other than the Insurance Policies).

13. **Intellectual Property covenants**

13.1 ***Preservation of rights***

Each Chargor shall take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property including (without limitation) by observing all covenants and stipulations relating to those rights, and by paying all applicable renewal fees, licence fees and other outgoings.

13.2 ***Registration of Intellectual Property***

Each Chargor shall use all reasonable efforts to register applications for the registration of any Intellectual Property, and shall keep the Security Trustee informed of all matters relating to each such registration.

13.3 ***Maintenance of Intellectual Property***

No Chargor shall permit any Intellectual Property to be abandoned, cancelled or to lapse.

14. **Powers of the Security Trustee**

14.1 ***Power to remedy***

- (a) The Security Trustee shall be entitled (but shall not be obliged) to remedy, at any time, a breach by a Chargor of any of its obligations contained in this Deed.
- (b) Each Chargor irrevocably authorises the Security Trustee and its agents to do all things that are necessary or desirable for the purpose referred to at Clause 14.1(a) above.
- (c) Any monies expended by the Security Trustee in remedying a breach by a Chargor of its obligations contained in this Deed shall be reimbursed by the Chargor to the Security Trustee on a full indemnity basis and shall carry interest in accordance with Clause 21.1.

14.2 ***Exercise of rights***

- (a) The rights of the Security Trustee under Clause 14.1 are without prejudice to any other rights of the Security Trustee under this Deed.
- (b) The exercise of any rights of the Security Trustee under this Deed shall not make the Security Trustee liable to account as a mortgagee in possession.

14.3 ***Power to dispose of chattels***

- (a) At any time after the security constituted by this Deed has become enforceable, the Security Trustee or any Receiver may, as agent for each Chargor, dispose of any chattels or produce found on any Property.
- (b) Without prejudice to any obligation to account for the proceeds of any disposal made under Clause 14.3(a), each Chargor shall indemnify the Security Trustee and any Receiver against any liability arising from any disposal made under Clause 14.3(a).

14.4 ***Security Trustee 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 Security Trustee in relation to any of the Secured Assets whether or not it has taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

14.5 ***Conversion of currency***

- (a) For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Security Trustee may convert any monies received, recovered or realised by it under this Deed (including the proceeds of any previous conversion under this Clause 14.5) from their existing currencies of denomination into any other currencies of denomination that the Security Trustee may think fit.
- (b) Any such conversion shall be effected at a market rate of exchange.
- (c) Each reference in this Clause 14.5 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

14.6 ***New accounts***

- (a) If the Security Trustee receives, or is deemed to have received, notice of any subsequent Security, or other interest, affecting all or part of the Secured Assets, the Security Trustee may open a new account for a Chargor in the Security Trustee's books. Without prejudice to the Security Trustee's right to combine accounts, no money paid to the credit of a Chargor in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.
- (b) If the Security Trustee does not open a new account immediately on receipt of the notice, or deemed notice, under Clause 14.6(a), then, unless the Security Trustee gives express written notice to the contrary to a Chargor, all payments made by a Chargor to the Security Trustee shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Security Trustee.

14.7 ***Indulgence***

The Security Trustee may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this Deed (whether or not any such person is jointly liable with a Chargor) in respect of any of the Secured Liabilities, or of any other security for them without prejudice either to this Deed or to the liability of a Chargor for the Secured Liabilities.

14.8 ***Appointment of an Administrator***

- (a) The Security Trustee may, without notice to a Chargor, appoint any one or more persons to be an Administrator of a Chargor pursuant to Paragraph 14 of Schedule B1

of the Insolvency Act 1986 if the security constituted by this Deed becomes enforceable.

- (b) Any appointment under this Clause 14.8 shall:
 - (i) be in writing signed by a duly authorised signatory of the Security Trustee; and
 - (ii) take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.
- (c) The Security Trustee may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this Clause 14.8 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

15. **When security becomes enforceable**

15.1 ***Security becomes enforceable on Event of Default***

The security constituted by this Deed shall become immediately enforceable if an Event of Default occurs.

15.2 ***Discretion***

After the security constituted by this Deed has become enforceable, the Security Trustee 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 Secured Assets.

16. **Enforcement of security**

16.1 ***Enforcement powers***

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this Deed) shall be immediately exercisable at any time after the security constituted by this Deed has become enforceable under Clause 15.1.
- (c) Section 103 of the LPA 1925 does not apply to the security constituted by this Deed.

16.2 ***Extension of statutory powers of leasing***

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Security Trustee and any Receiver, at any time after the security constituted by this Deed has become enforceable, whether in its own name or in that of a Chargor, to:

- (a) grant a lease or agreement to lease;
- (b) accept surrenders of leases; or
- (c) grant any option of the whole or any part of the Secured Assets with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Chargor, and on such terms and conditions (including the payment of money to a lessee or tenant on a

surrender) as the Security Trustee or Receiver thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

16.3 ***Access on enforcement***

- (a) At any time after the Security Trustee has demanded payment of the Secured Liabilities or if a Chargor defaults in the performance of its obligations under this Deed or the Loan Note Documents, the Chargor will allow the Security Trustee or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Secured Asset and for that purpose to enter on any premises where a Secured Asset is situated (or where the Security Trustee or a Receiver reasonably believes a Secured Asset to be situated) without incurring any liability to the Chargor for, or by any reason of, that entry.
- (b) At all times, each Chargor must use its best endeavours to allow the Security Trustee or its Receiver access to any premises for the purpose of Clause 16.3(a) (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.

16.4 ***Prior Security***

At any time after the security constituted by this Deed has become enforceable, or after any powers conferred by any Security having priority to this Deed shall have become exercisable, the Security Trustee may:

- (a) redeem that or any other prior Security;
- (b) procure the transfer of that Security to it; and
- (c) settle and pass any account of the holder of any prior Security.

The settlement and passing of any such account passed shall, in the absence of any manifest error, be conclusive and binding on the Chargors. All monies paid by the Security Trustee to an encumbrancer in settlement of any of those accounts shall, as from its payment by the Security Trustee, be due from the Chargor to the Security Trustee on current account and shall bear interest at the default rate of interest specified in the Loan Note Instruments and be secured as part of the Secured Liabilities.

16.5 ***Protection of third parties***

No purchaser, mortgagee or other person dealing with the Security Trustee, any Receiver or Delegate shall be concerned to enquire:

- (a) whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- (b) whether any power the Security Trustee, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or
- (c) how any money paid to the Security Trustee, any Receiver or any Delegate is to be applied.

16.6 ***Privileges***

Each Receiver and the Security Trustee is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

16.7 ***No liability as mortgagee in possession***

Neither the Security Trustee, any Receiver, any Delegate nor any Administrator shall be liable, by reason of entering into possession of a Security Asset or for any other reason, to account as mortgagee in possession in respect of all or any of the Secured Assets, nor shall any of them be liable for any loss on realisation of, or for any act, neglect or default of any nature in connection with, all or any of the Secured Assets for which a mortgagee in possession might be liable as such.

16.8 ***Conclusive discharge to purchasers***

The receipt of the Security Trustee, or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any acquisition in the exercise of their respective powers, the Security Trustee, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

16.9 ***Right of appropriation***

(a) To the extent that:

- (i) the Secured Assets constitute Financial Collateral; and
- (ii) this Deed and the obligations of the Chargor under it constitute a Security Financial Collateral Arrangement,

the Security Trustee shall have the right, at any time after the security constituted by this Deed has become enforceable, to appropriate all or any of those Secured Assets in or towards the payment or discharge of the Secured Liabilities in any order that the Security Trustee may, in its absolute discretion, determine.

- (b) The value of any Secured Assets appropriated in accordance with this clause shall be the price of those Secured Assets at the time the right of appropriation is exercised as listed on any recognised market index or determined by any other method that the Security Trustee may select (including independent valuation).
- (c) Each Chargor agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

17. **Receiver**

17.1 ***Appointment***

At any time after the security constituted by this Deed has become enforceable, or at the request of a Chargor, the Security Trustee 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 Secured Assets.

17.2 ***Removal***

The Security Trustee 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.

17.3 ***Remuneration***

The Security Trustee may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925, and the remuneration of the Receiver shall be a debt secured by this Deed, to the extent not otherwise discharged.

17.4 ***Power of appointment additional to statutory powers***

The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Security Trustee under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

17.5 ***Power of appointment exercisable despite prior appointments***

The power to appoint a Receiver (whether conferred by this Deed or by statute) shall be, and remain, exercisable by the Security Trustee despite any prior appointment in respect of all or any part of the Secured Assets.

17.6 ***Agent of the Chargors***

Any Receiver appointed by the Security Trustee under this Deed shall be the agent of the relevant Chargor and the Chargor shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the relevant Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Security Trustee.

18. **Powers of Receiver**

18.1 ***General***

- (a) Any Receiver appointed by the Security Trustee under this Deed shall, in addition to the powers conferred on him by statute, have the powers set out in Clause 18.2 to Clause 18.23.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.
- (c) Any exercise by a Receiver of any of the powers given by Clause 18 may be on behalf of the Chargor, the directors of the Chargor (in the case of the power contained in Clause 18.16) or himself.

18.2 ***Repair and develop Properties***

A Receiver may undertake or complete any works of repair, building or development on the Properties and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

18.3 ***Surrender leases***

A Receiver may grant, or accept surrenders of, any leases or tenancies affecting any Property and may grant any other interest or right over any Property on any terms, and subject to any conditions, that he thinks fit.

18.4 ***Employ personnel and advisers***

A Receiver may provide services and employ or engage any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that he thinks fit. A Receiver may discharge any such person or any such person appointed by a Chargor.

18.5 ***Make VAT elections***

A Receiver may make, exercise or revoke any value added tax option to tax as he thinks fit.

18.6 ***Remuneration***

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) that the Security Trustee may prescribe or agree with him.

18.7 ***Realise Secured Assets***

A Receiver may collect and get in the Secured Assets or any part of them in respect of which he is appointed, and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Secured Assets with like rights.

18.8 ***Manage or reconstruct a Chargor's business***

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of a Chargor.

18.9 ***Dispose of Secured Assets***

A Receiver may sell, exchange, convert into money and realise all or any of the Secured Assets in respect of which he is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as he thinks fit. Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Secured Assets to be sold.

18.10 ***Sever fixtures and fittings***

A Receiver may sever and sell separately any fixtures or fittings from any Property without the consent of the relevant Chargor.

18.11 ***Sell Book Debts***

A Receiver may sell and assign all or any of the Book Debts in respect of which he is appointed in any manner, and generally on any terms and conditions, that he thinks fit.

18.12 ***Valid receipts***

A Receiver may give valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Secured Assets.

18.13 ***Make settlements***

A Receiver may make any arrangement, settlement or compromise between a Chargor and any other person that he may think expedient.

18.14 ***Bring proceedings***

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Secured Assets as he thinks fit.

18.15 ***Improve the Equipment***

A Receiver may make substitutions of, or improvements to, the Equipment as he may think expedient.

18.16 ***Make calls on Chargor members***

A Receiver may make calls conditionally or unconditionally on the members of a Chargor in respect of uncalled capital with (for that purpose and for the purpose of enforcing payments of any calls so made) the same powers as are conferred by the articles of association of the Chargor on its directors in respect of calls authorised to be made by them.

18.17 ***Insure***

A Receiver may, if he thinks fit, but without prejudice to the indemnity in Clause 21, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by a Chargor under this Deed.

18.18 ***Powers under the LPA 1925***

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925, and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.

18.19 ***Borrow***

A Receiver may, for any of the purposes authorised by this Clause 18, raise money by borrowing from the Security Trustee (or from any other person) either unsecured or on the security of all or any of the Secured Assets in respect of which he is appointed on any terms that he thinks fit (including, if the Security Trustee consents, terms under which that security ranks in priority to this Deed).

18.20 ***Redeem prior Security***

A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on a Chargor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

18.21 ***Delegation***

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

18.22 ***Absolute beneficial owner***

A Receiver may, in relation to any of the Secured Assets, exercise all powers, authorisations and rights he would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Secured Assets or any part of the Secured Assets.

18.23 ***Incidental powers***

A Receiver may do any other acts and things that he:

- (a) may consider desirable or necessary for realising any of the Secured Assets;
- (b) may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this Deed or law; or
- (c) lawfully may or can do as agent for a Chargor.

19. ***Delegation***

19.1 ***Delegation***

The Security Trustee or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Deed (including the power of attorney granted under Clause 23.1).

19.2 **Terms**

The Security Trustee and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

19.3 **Liability**

Neither the Security Trustee nor any Receiver shall be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

20. **Application of proceeds**

20.1 **Order of application of proceeds**

Subject at all times to the Senior Intercreditor Agreement and the Loan Note Intercreditor, all monies received by the Security Trustee, a Receiver or a Delegate 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 LPA 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 Security Trustee (and any Receiver, Delegate, 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 Secured Liabilities; and
- (c) in payment of the surplus (if any) to the Chargors or other person entitled to it.

20.2 **Appropriation**

Neither the Security Trustee, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 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 Secured Liabilities.

20.3 **Suspense account**

All monies received by the Security Trustee, a Receiver or a Delegate under this Deed:

- (a) may, at the discretion of the Security Trustee, Receiver or Delegate, be credited to any suspense or securities realised account;
- (b) shall bear interest, if any, at the rate agreed in writing between the Security Trustee and the Chargors; and
- (c) may be held in that account for so long as the Security Trustee, Receiver or Delegate thinks fit.

21. **Costs and indemnity**

21.1 **Costs**

Each Chargor shall, within five Business Days of demand, pay to, or reimburse, the Security Trustee 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) incurred by the Security Trustee, any Receiver or any Delegate in connection with:

- (a) the preparation, negotiation, execution and this this Deed;
- (b) in connection with the Secured Assets;
- (c) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Security Trustee's, a Receiver's or a Delegate's rights under this Deed;
- (d) taking proceedings for, or recovering, any of the Secured Liabilities,
- (e) any actual or proposed amendment, variation, supplement, waiver or consent under or in connection with this Deed;
- (f) any discharge or release (in full or in part) of this Deed; or
- (g) any stamping or registration of this Deed,

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 relevant Chargor) at the rate and in the manner specified in the Loan Note Instruments.

21.2 **Indemnity**

Each Chargor shall indemnify the Security Trustee, each Receiver and each Delegate, and their respective employees 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 Secured 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 Chargor in performing any of its obligations under this Deed.

Any past or present employee or agent may enforce the terms of this Clause 21.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

22. **Further assurance**

Each Chargor shall, at its own expense, take whatever action the Security Trustee 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 Secured Asset; or
- (c) facilitating the exercise of any right, power, authority or discretion exercisable by the Security Trustee or any Receiver in respect of any Secured Asset,

including, without limitation (if the Security Trustee 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 Secured Assets (whether to the Security Trustee or to its nominee) and the giving of any notice, order or direction and the making of any registration.

23. **Power of attorney**

23.1 ***Appointment of attorneys***

By way of security, each Chargor irrevocably appoints the Security Trustee, every Receiver and every Delegate separately to be the attorney of the Chargor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

- (a) the Chargor is required to execute and do under this Deed; or
- (b) any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this Deed or by law on the Security Trustee, any Receiver or any Delegate.

23.2 ***Ratification of acts of attorneys***

Each Chargor 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 23.1.

24. **Release**

Subject to Clause 31.3, on the expiry of the Security Period (but not otherwise), the Security Trustee shall, at the request and cost of a Chargor, take whatever action is necessary to:

- (a) release the Secured Assets from the security constituted by this Deed; and
- (b) reassign the Secured Assets to the Chargor.

25. **Assignment and transfer**

25.1 ***Assignment by Security Trustee***

- (a) At any time, without the consent of the Chargors, the Security Trustee may assign or transfer any or all of its rights and obligations under this Deed.
- (b) The Security Trustee may disclose to any actual or proposed assignee or transferee any information in its possession that relates to a Chargor, the Secured Assets and this Deed that the Security Trustee considers appropriate.

25.2 ***Assignment by Chargor***

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

26. **Set-off**

26.1 ***Security Trustee's right of set-off***

The Security Trustee may at any time set off any liability of a Chargor to the Security Trustee against any liability of the Security Trustee to that Chargor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Deed. If the liabilities to be set off are expressed in different currencies, the Security Trustee may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Security Trustee of its rights under this Clause 26 shall not limit or affect any other rights or remedies available to it under this Deed or otherwise.

26.2 Exclusion of a Chargor's right of set-off

All payments made by a Chargor to the Security Trustee under this Deed shall be made without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

27. Amendments, waivers and consents

27.1 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).

27.2 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 to exercise, or a delay in exercising, 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 Security Trustee shall be effective unless it is in writing.

27.3 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.

28. 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.

29. 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.

30. Third party rights

Except as expressly provided elsewhere in this Deed, 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.

31. Further provisions

31.1 Independent security

The security constituted by this Deed shall be in addition to, and independent of, any other security or guarantee that the Security Trustee may hold for any of the Secured Liabilities at any time. No prior security held by the Security Trustee over the whole or any part of the Secured Assets shall merge in the security created by this Deed.

31.2 ***Continuing security***

The security constituted by this Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Security Trustee discharges this Deed in writing.

31.3 ***Discharge conditional***

Any release, discharge or settlement between a Chargor and the Security Trustee shall be deemed conditional on no payment or security received by the Security Trustee in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

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

31.4 ***Certificates***

A certificate or determination by the Security Trustee as to any amount for the time being due to it from a Chargor under this Deed and the Loan Note Instruments shall be, in the absence of any manifest error, conclusive evidence of the amount due.

31.5 ***Consolidation***

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this Deed.

32. ***Notices***

32.1 ***Delivery***

Each notice or other communication required to be given to a party under or in connection with this Deed shall be:

- (a) in writing;
- (b) delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax; and
- (c) sent to:
 - (i) each Chargor at:
Heddon House
149-151 Regent Street
London
United Kingdom

W1B 4JD

Attention: Mike Reynolds and Milan Kellner

- (ii) the Security Trustee at:
Tenzing Private Equity LLP
Heddon House
149-151 Regent Street
London
United Kingdom
W1B 4JD

Attention: Mike Reynolds and Milan Kellner

or to any other address or fax number as is notified in writing by one party to the other from time to time.

32.2 ***Receipt by a Chargor***

Any notice or other communication that the Security Trustee gives to a Chargor shall be deemed to have been received:

- (a) if delivered by hand, at the time it is left at the relevant address;
- (b) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and
- (c) if sent by fax, when received in legible form.

A notice or other communication given as described in Clause 32.2(a) or Clause 32.2(c) on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

32.3 ***Receipt by Security Trustee***

Any notice or other communication given to the Security Trustee shall be deemed to have been received only on actual receipt.

32.4 ***Service of proceedings***

This Clause 32 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

32.5 ***No notice by e-mail***

A notice or other communication given under or in connection with this Deed is not valid if sent by e-mail.

33. **Governing law and jurisdiction**

33.1 ***Governing law***

This Deed and any dispute or claim arising out of 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.

33.2 ***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 arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

Nothing in this clause shall limit the right of the Security Trustee to take proceedings against the Chargor 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.

33.3 *Other service*

Each Chargor irrevocably consents to any process in any legal action or proceedings under Clause 33.2 being served on it in accordance with the provisions of this Deed relating to service of notices. Nothing contained in this Deed shall affect the right to serve process in any other manner permitted by law.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1
The Original Chargors

Name of Original Chargor	Jurisdiction of incorporation/formation (if applicable)	Registration number (if any)
Payroll Software & Services Group Topco Limited	England & Wales	12341491
Payroll Software & Services Group Midco Limited	England & Wales	12341584
Payroll Software & Services Group Limited	England & Wales	12341619
UnaTerra Consulting Ltd	England & Wales	10776377
Cintra HR & Payroll Services Ltd	England & Wales	03248469
Cintra Payroll Services Limited	England & Wales	00863160
Outsourced Business Solutions Limited	England & Wales	09550989
Helpout Limited	England & Wales	02957156
Software for People Limited	England & Wales	02812004

Schedule 2
(Security Assets)

Part 1
(Property)

Chargor	Address or description of Property	Title Number (if registered):

Part 2
(Relevant Agreements)

Chargor	Date of contract	Parties to contract	Details of contract
Payroll Software & Services Group Limited	20 December 2019	Payroll Software & Services Group Limited (previously Hilary Bidco Limited) David Michael Wall, Julian Christmas, Richard Mark Fifield and James Andrew Heywood	Share purchase agreement for the entire issued share capital of UnaTerra Consulting Ltd
Payroll Software & Services Group Limited	20 December 2019	Payroll Software & Services Group Limited (previously Hilary Bidco Limited) John McEvoy and others	Share purchase agreement for the entire issued share capital of Cintra HR & Payroll Services Ltd
Payroll Software & Services Group Limited	20 December 2019	Payroll Software & Services Group Limited (previously Hilary Bidco Limited) G&G Computers Limited and Trace Group Limited	Share purchase agreement for the entire issued share capital of Cintra Payroll Services Limited (previously Trace Payroll Services Limited)
Payroll Software & Services Group Limited	28 February 2022	Payroll Software & Services Group Limited Hugo Murat Kerim Fair, Nicholas Thompson, Keiron Paul Smith and Frances Bean as vendors	Sale and purchase agreement for the entire issued share capital of Helpout Limited
Payroll Software & Services Group Limited	23 November	Payroll Software & Services Group Limited	Sale and purchase agreement for the entire issued share

	2021	Karen Healy and Helen Boorman as vendors	capital of Just Payroll Limited
Payroll Software & Services Group Limited	11 June 2021	Payroll Software & Services Group Limited Nicholas Francis Charles Clarke, Peter Joseph Clarke and Gayle Elizabeth Hargie as vendors	Sale and purchase agreement for the entire issued share capital of Outsourced Business Solutions Limited

Part 3**(Shares)**

Chargor	Issuer of Shares	Number and class of shares	Details of nominees (if any) holding legal title to shares
Payroll Software & Services Group Topco Limited	Payroll Software & Services Group Midco Limited	1 ordinary share	N/A
Payroll Software & Services Group Midco Limited	Payroll Software & Services Group Limited	1 ordinary share	N/A
Payroll Software & Services Group Limited	UnaTerra Consulting Ltd	18,810 ordinary shares	N/A
Payroll Software & Services Group Limited	Cintra HR & Payroll Services Ltd	100 ordinary	N/A
Payroll Software & Services Group Limited	Cintra Payroll Services Limited	9,700 ordinary shares	N/A
Payroll Software & Services Group Limited	Helpout Limited	500 ordinary A shares of £0.10 each and 100 ordinary B shares of £0.10	N/A
Payroll Software & Services Group Limited	Just Payroll Limited	206,897 ordinary shares of £0.00001	N/A
Payroll Software & Services Group Limited	Outsourced Business Solutions Limited	10,527 ordinary shares of £0.01	N/A
Helpout Limited	Software for People Limited	102 ordinary shares of 0.10 each	N/A

Part 4**(Intellectual Property)**

Chargor	Trademark/Patent number	Jurisdiction	Classes	Trade mark text

Part 5
(Equipment)

Schedule 3

(Notice and acknowledgement - Relevant Agreement)

Part 1

(Form of notice)

[On the letterhead of the Chargor]

[NAME OF COUNTERPARTY]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[POSTCODE]

[DATE]

Dear Sirs,

Loan Note Guarantee and Debenture (the Debenture) dated between [Company] Limited and Tenzing Private Equity LLP

1. We refer to the [DESCRIBE RELEVANT AGREEMENT] (Contract).
2. This letter constitutes notice to you that under the Debenture we have [charged **OR** assigned, by way of security,] to Tenzing Private Equity LLP (Security Trustee) all our rights in respect of the Contract.
3. We confirm that:
 - (a) We will remain liable under the Contract to perform all the obligations assumed by us under the Contract.
 - (b) None of the Security Trustee, any delegate appointed by the Security Trustee or any receiver will at any time be under any obligation or liability to you under or in respect of the Contract.
 - (c) Neither the Debenture nor this notice releases, discharges or otherwise affects your liability and obligations in respect of the Contract.
4. Subject to the above, we will remain entitled to exercise all our rights, powers and discretions under the Contract and you may continue to deal with us in relation to the Contract and give notices under the Contract to us unless and until you receive written notice to the contrary from the Security Trustee (each a "**Relevant Secured Party**"), as applicable. Thereafter, all such rights, powers and discretions shall be exercisable by, and notices shall be given to, the Relevant Secured Party or as it directs and we will cease to have any right to deal with you in relation to the Contract and you must deal only with the Relevant Secured Party.
5. Please note that we have agreed that we will not amend or waive any provision of or terminate the Contract without the prior written consent of the Security Trustee.

6. The instructions in this notice may only be revoked or amended with the prior written consent of the Security Trustee.
7. Please confirm that you agree to the terms of this notice, and to act in accordance with its provisions, by sending the attached acknowledgement to the Security Trustee at Heddon House, 149-151 Regent Street, London, United Kingdom W1B 4JD, with a copy to us.
8. This notice, and any dispute or claim arising out of 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.

Yours faithfully,

.....

[Company] Limited

Part 2

(Form of acknowledgement)

Tenzing Private Equity LLP
Heddon House
149-151 Regent Street
London
United Kingdom
W1B 4JD

Dear Sirs,

Loan Note Guarantee and Debenture (the Debenture) dated between [Company] Limited and Tenzing Private Equity LLP

1. We confirm receipt from [Company] Limited (Chargor) of a notice (Notice) dated [DATE] of [a charge **OR** an assignment, by way of security,] of all the Chargor's rights under [DESCRIBE RELEVANT AGREEMENT] (Contract).
2. Terms defined in the Notice shall have the same meaning when used in this acknowledgement.
3. We confirm that:
 - (a) We accept the confirmations and instructions contained in the Notice and agree to comply with the Notice.
 - (b) There has been no amendment, waiver or release of any rights or interests in the Contract since the date of the Contract.
 - (c) We will not cancel, avoid, release or otherwise allow the Contract to lapse without giving the Security Trustee at least 7 days' prior written notice.
 - (d) We have not, as at the date of this acknowledgement, received notice that the Chargor has assigned its rights under the Contract to a third party, or created any other interest (whether by way of security or otherwise) in the Contract in favour of a third party.
 - (e) The Security Trustee will not in any circumstances have any liability in relation to the Contract.
 - (f) The Contract shall not be rendered void, voidable or unenforceable by reason of any non-disclosure by the Security Trustee.
4. This letter, and any dispute or claim arising out of 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.

Yours faithfully,

.....

[COUNTERPARTY]

Schedule 4

(Notice and acknowledgement - Insurance Policy)

Part 1

(Form of notice)

[On the letterhead of the Chargor]

[NAME OF INSURANCE COMPANY]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[POSTCODE]

[DATE]

Dear Sirs,

Loan Note Guarantee and Debenture (the Debenture) dated between [Company] Limited and Tenzing Private Equity LLP

1. We refer to the [DESCRIBE INSURANCE POLICY AND SPECIFY ITS POLICY NUMBER] (Policy).
2. This letter constitutes notice to you that under the Debenture we have [charged **OR** assigned, by way of security,] to Tenzing Private Equity LLP (Security Trustee) all our rights in respect of the Policy (including all claims and all returns of premium in connection with the Policy).
3. We irrevocably instruct and authorise you to:
 - (a) Note the Security Trustee's interest on the Policy as first mortgagee.
 - (b) Comply with the terms of any written instructions received by you from the Security Trustee relating to the Policy, without notice or reference to, or further authority from, us and without enquiring as to the justification or the validity of those instructions.
 - (c) Hold all sums from time to time due and payable by you to us under the Policy to the order of the Security Trustee.
 - (d) Pay, or release, all monies to which we are entitled under the Policy to the Security Trustee, or to such persons as the Security Trustee may direct.
 - (e) Disclose information in relation to the Policy to the Security Trustee on request by the Security Trustee.
4. Neither the Debenture nor this notice releases, discharges or otherwise affects your liability and obligations in respect of the Policy.
5. Subject to the foregoing, you may continue to deal with us in relation to the Policy until you receive written notice to the contrary from the Security Trustee. Thereafter, we will cease to have any right to deal with you in relation to the Policy and you must deal only with the Security Trustee.

6. The instructions in this notice may only be revoked or amended with the prior written consent of the Security Trustee.
7. Please confirm that you agree to the terms of this notice and to act in accordance with its provisions by sending the attached acknowledgement to the Security Trustee at Heddon House, 149-151 Regent Street, London, United Kingdom W1B 4JD, with a copy to us.
8. This notice, and any dispute or claim arising out of 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.

Yours faithfully,

.....

[Company] Limited

Part 2

(Form of acknowledgement)

[On the letterhead of the insurance company]

Tenzing Private Equity LLP

[ADDRESS LINE 2]

[POSTCODE]

[DATE]

Dear Sirs,

Loan Note Guarantee and Debenture (the Debenture) dated between [Company] Limited and Tenzing Private Equity LLP

1. We confirm receipt from [Company] Limited (Chargor) of a notice (Notice) dated [DATE] of [a charge **OR** an assignment, by way of security,] of all the Chargor's rights under [DESCRIBE INSURANCE POLICY AND ITS NUMBER] (Policy).
2. Terms defined in the Notice shall have the same meaning when used in this acknowledgement.
3. We confirm that:
 - (a) We accept the instructions and authorisations contained in the Notice and agree to comply with the Notice.
 - (b) We have noted the Security Trustee's interest on the Policy as first mortgagee.
 - (c) There has been no amendment, waiver or release of any rights or interests in the Policy since the date the Policy was issued.
 - (d) We will not cancel, avoid, release or otherwise allow the Policy to lapse without giving the Security Trustee at least 30 days' prior written notice.
 - (e) We have not, as at the date of this acknowledgement, received notice that the Chargor has assigned its rights under the Policy to a third party, or created any other interest (whether by way of security or otherwise) in the Policy in favour of a third party.
 - (f) The Security Trustee will not in any circumstances be liable for the premiums in relation to the Policy.
 - (g) The Policy shall not be rendered void, voidable or unenforceable by reason of any non-disclosure by the Security Trustee.
4. This letter, and any dispute or claim arising out of 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.

Yours faithfully,

.....

[INSURER]

Schedule 5

(Notice and acknowledgement - bank account)

Part 1

(Form of notice)

[On the letterhead of the Chargor]

[BANK, FINANCIAL INSTITUTION OR OTHER PERSON]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[POSTCODE]

[DATE]

Dear Sirs,

Loan Note Guarantee and Debenture (the Debenture) dated between [Company] Limited and Tenzing Private Equity LLP

1. This letter constitutes notice to you that under the Debenture we have charged, by way of first fixed charge, in favour of Tenzing Private Equity LLP (the Security Trustee) all monies from time to time standing to the credit of the account held with you and detailed below (the Account), together with all other rights and benefits accruing to or arising in connection with the Account (including, but not limited to, entitlements to interest):

Name of Account: [NAME OF ACCOUNT]

Sort code: [SORT CODE]

Account number: [ACCOUNT NUMBER]

2. We irrevocably instruct and authorise you to:
 - (a) Disclose to the Security Trustee any information relating to the Account requested from you by the Security Trustee.
 - (b) Comply with the terms of any written notice or instructions relating to the Account received by you from the Security Trustee.
 - (c) Hold all sums from time to time standing to the credit of the Account to the order of the Security Trustee.
 - (d) Pay or release all or any part of the monies standing to the credit of the Account in accordance with the written instructions of the Security Trustee.
3. The instructions in this notice may only be revoked or amended with the prior written consent of the Security Trustee.
4. This notice, and any dispute or claim arising out of 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.

5. Please acknowledge receipt of this notice by sending the attached acknowledgement to the Security Trustee at Heddon House, 149-151 Regent Street, London, United Kingdom W1B 4JD, with a copy to us.

Yours faithfully,

Signed.....

[Company] Limited

Part 2

(Form of acknowledgement)

[On the letterhead of the bank, financial institution or other person]

Tenzing Private Equity LLP

[ADDRESS LINE 2]

[POSTCODE]

[DATE]

Dear Sirs,

Loan Note Guarantee and Debenture (the Debenture) dated between [Company] Limited and Tenzing Private Equity LLP

1. We confirm receipt from [Company] Limited (the Chargor) of a notice (the Notice) dated [DATE] of a charge (on the terms of the Debenture) over all monies from time to time standing to the credit of the account detailed below (the Account), together with all other rights and benefits accruing to or arising in connection with the Account (including, but not limited to, entitlements to interest).
2. We confirm that we:
 - (a) Accept the instructions contained in the Notice and agree to comply with the Notice.
 - (b) We have not received notice of the interest of any third party in the Account.
3. Have neither claimed nor exercised, nor will claim or exercise any security interest, set-off, counter-claim or other right in respect of the Account.
4. The Account is:

Name of Account: [NAME OF ACCOUNT]

Sort code: [SORT CODE]

Account number: [ACCOUNT NUMBER]

5. This letter, and any dispute or claim arising out of 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.

Yours faithfully,

Signed.....

[NAME OF BANK, FINANCIAL INSTITUTION OR OTHER PERSON]

Schedule 6
(Form of Accession Deed)

This Accession Deed is made on

20[•]

Between:

- (1) • **Limited** (company number: •) whose registered office is at • (the "**New Chargor**"); and
- (2) • as trustee for itself and for each of the other Secured Parties (the "**Security Trustee**"),

and is supplemental to a Debenture granted by [the Chargors] [and others] in favour of the Security Trustee on 2019 (the "**Debenture**").

This Accession Deed witnesses as follows:

6. Definitions and interpretation

- 6.1 Unless a contrary intention appears, words and expressions defined in the Debenture shall have the same meaning in this Accession Deed and sub-clause 1.2 (*Interpretation*) of the Debenture shall apply to this Accession Deed.

7. Confirmation

The New Chargor confirms it has read and understood the content of the Debenture.

8. Accession

With effect from the date of this Accession Deed, the New Chargor becomes a party to, and will be bound by the terms of, and assume the obligations and duties of a Chargor under, the Debenture as if it had been an Original Chargor.

9. Security

- 9.1 Without prejudice to the generality of clause 8 (*Accession*), the New Chargor with full title guarantee in favour of the Security Trustee:

- (a) charges by way of legal mortgage, all of the Property described in Part 1 (*The Property*) of the schedule;
- (b) charges by way of first fixed charge:
 - (i) all Properties acquired by the Chargor in the future;
 - (ii) all present and future interests of not effectively mortgaged or charged under the preceding provisions of this Clause 9 in, or over, freehold or leasehold property;
 - (iii) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property;
 - (iv) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Chargor's business or the use of any Secured Asset, and all rights in connection with them;
 - (v) all its present and future goodwill;

- (vi) all its uncalled capital;
 - (vii) all the Equipment;
 - (viii) all the Intellectual Property;
 - (ix) all the Book Debts;
 - (x) all the Investments;
 - (xi) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account), together with all other rights and benefits accruing to or arising in connection with each account (including, but not limited to, entitlements to interest);
 - (xii) all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy, to the extent not effectively assigned under Clause 4.1(c); and
 - (xiii) all its rights in respect of each Relevant Agreement and all other agreements, instruments and rights relating to the Secured Assets, to the extent not effectively assigned under Clause 4.1(c) below;
- (c) assigns to the Security Trustee absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:
- (i) 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
 - (ii) the benefit of each Relevant Agreement and the benefit of all other agreements, instruments and rights relating to the Secured Assets.
- (d) charges by way of first floating charge, all the undertaking, property, assets and rights of the Chargor at any time not effectively mortgaged, charged or assigned pursuant to Clause 4.1(a) to (c) inclusive.

9.2 The floating charge created by sub-clause 4.1(d) (Security) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.

10. **Construction**

Save as specifically varied in respect of the New Chargor only, the Debenture shall continue and remain in full force and effect and this Accession Deed shall be read and construed as one with the Debenture so that all references to "this Deed" in the Debenture shall include reference to this Accession Deed.

11. **Governing Law**

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

In witness this Accession Deed is executed on the date appearing at the head of page 1.

Schedule to Accession Deed**Part 1****Property**

Chargor	Short Description of Property	Title Number (if registered)
• Limited	•	•

Part 2**Intellectual Property Rights**

Trade marks				
Chargor	Trade mark number	Jurisdiction	Classes	Trade mark text
• Limited	•	•	•	•
Patents				
Chargor	Patent number	Jurisdiction	Description	
• Limited	•	•	•	

Part 3**Investments**

Chargor	Name of company in which Investments are held	Investments held
• Limited	• Limited	• [ordinary] shares

Part 4**(Equipment)**

[Add signature blocks after Schedule]

Signatures

Original Chargors

Executed as a deed)
by Payroll Software &)
Services Group Topco)
Limited)
acting by a director, in the)
presence of:)

[Redacted Signature]

[Redacted Signature]

Director

Signature of witness: [Redacted Signature]

Name: Victoria Baillieu

Address: [Redacted Address]

Occupation: Business Consultant

Executed as a deed)
by Payroll Software &)
Services Group Midco)
Limited)
acting by a director, in the)
presence of:)

[Redacted Signature]

[Redacted Signature]

Director

Signature of witness: [Redacted Signature]

Name: Victoria Baillieu

Address: [Redacted Address]

Occupation: Business Consultant

Executed as a deed)
by **Payroll Software &**)
Services Group)
Limited)
acting by a director, in the)
presence of:)

[Redacted Signature]

[Redacted Stamp]

Director

Signature of witness: [Redacted Signature] .

Name: Victoria Baillieu

Address: [Redacted Address]

Occupation: Business Consultant

Executed as a deed)
by **UnaTerra Consulting Ltd**)
acting by a director)
in the presence of:)

[Redacted Signature] [Redacted Seal]

Signature of witness: [Redacted Signature]

Name: Victoria Baillieu

Address: [Redacted Address]

Occupation: Business Consultant

Executed as a deed)
by **Cintra Payroll Services Limited**)
acting by a director)
in the presence of:)

[Redacted Signature] [Redacted Seal]

Signature of witness: [Redacted Signature]

Name: Victoria Baillieu

Address: [Redacted Address]

Occupation: Business Consultant

Executed as a deed)
by **Cintra HR & Payroll Services Ltd**)
acting by a director)
in the presence of:)

[Redacted Signature] [Redacted Seal]

Signature of witness: [Redacted Signature]

Director

Name: Victoria Baillieu

Address: [Redacted Address]

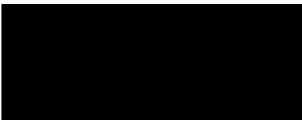
Occupation: Business Consultant

Executed and Delivered as a Deed
by Outsourced Business Solutions Limited

acting by **Eric Dunmore**, a director in the presence of:

Witness Signature: 

Witness Name: Victoria Baillieu

Address: 



Director

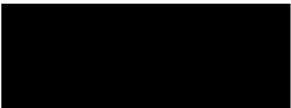


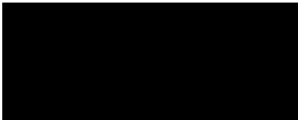
Executed and Delivered as a Deed
by Helpout Limited

acting by **Eric Dunmore**, a director in the presence of:

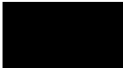
Witness Signature: 

Witness Name: Victoria Baillieu

Address: 



Director



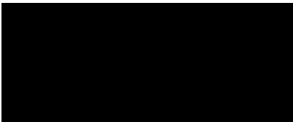
Executed and Delivered as a Deed
by Software for People Limited

acting by **Eric Dunmore**, a director in the presence of:

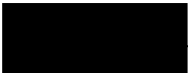
Witness Signature: 

Witness Name: Victoria Baillieu

Address: 



Director



Security Trustee

Executed as a deed)
by Tenzing Private Equity LLP)
acting by a member)
in the presence of:)

..

Member

Signature of witness:

Name: Dave Sims

Address:

.....
CFO
Occupation: