



Registration of a Charge

Company Name: **STEP EXCHANGE LIMITED**

Company Number: **10880923**



XB298XPk

Received for filing in Electronic Format on the: **19/04/2022**

Details of Charge

Date of creation: **13/04/2022**

Charge code: **1088 0923 0001**

Persons entitled: **ANTHEMIS VENTURE DEBT I LP**

Brief description: **PLEASE REFER TO PART 4 OF SCHEDULE 1 FOR DETAILS OF CHARGED INTELLECTUAL PROPERTY**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **STEPHENSON HARWOOD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10880923

Charge code: 1088 0923 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th April 2022 and created by STEP EXCHANGE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th April 2022 .

Given at Companies House, Cardiff on 25th April 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**

STEPEX

DEBENTURE

Dated

13 APRIL 2022

- (1) STEP EXCHANGE LIMITED**
(as Chargor)

- (2) ANTHEMIS VENTURE DEBT I LP**
(as Lender)

Contents

		Page
1	Definitions and interpretation	1
2	Covenant to pay	5
3	Creation of Security	6
4	Conversion of floating charge	7
5	Representations and warranties	8
6	Undertakings	9
7	Perfection of Security	9
8	Land	12
9	Subsidiary Shares and Investments	12
10	Accounts	14
11	Book debts and Receivables	14
12	Insurances	15
13	When Security Becomes Enforceable	15
14	Enforcement of Security	15
15	Preservation of Security	17
16	Receiver	18
17	Powers of Receiver	19
18	Application of Proceeds	21
19	Delegation	21
20	Further assurances	21
21	Power of attorney	22
22	Miscellaneous	22
23	Release	23
24	Governing Law	23
25	Enforcement	23
Schedule 1	Security Assets	24
	Part 1 Land	24
	Part 2 Subsidiary Shares	24
	Part 3 Bank Accounts	24
	Part 4 Intellectual Property	24
	Part 5 Contracts	24
Schedule 2	Forms of notices	25
	Part 1 Form of notice for Accounts	25
	Part 2 Forms of notice for Insurance Policies	28
	Part 3 Form of notice for Relevant Contracts	30

DEBENTURE

Dated **13 APRIL 2022**

Between:

- (1) **STEP EXCHANGE LIMITED**, a company registered in England and Wales with registered number 10880923 whose registered office is at 1 Rookery House The Street, Crookham Village, Fleet, England, GU51 5RX (the "**Chargor**"); and
- (2) **ANTHEMIS VENTURE DEBT I LP** (the "**Lender**").

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions:** In this Deed, capitalised terms defined in the Loan Agreement have the same meaning in this Deed unless expressly defined herein, and in addition:

"**Account**" means each account opened or maintained by the Chargor now or in the future with the any bank, building society, financial institution or other person (including any renewal, redesignation, replacement, subdivision or sub account of such account) and the debt or debts represented thereby including those accounts listed in Part 3 (*Bank Accounts*) of Schedule 1 (*Security Assets*).

"**Account Bank**" means any bank, building society, financial institution or other person with which the Chargor opens or maintains an Account.

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

"**Blocked Account**" means the Collections Account (as defined in the Loan Agreement) and each other Account designated in writing by the Lender and the Chargor as a "Blocked Account" from time to time.

"**Charged Investments**" means the Subsidiary Shares and the Investments.

"**Collections Account**" means the sterling bank account of the Chargor with National Westminster Bank plc with account number ACCOUNT DETAILS REDACTED (as the same may be redesignated, substituted or replaced from time to time).

"**Course Provider Agreement**" means each agreement with a Course Provider, pursuant to which the Chargor may enter into one or more Receivables with Customers who are (or were or will be) students on a course provided by that Course Provider from time to time (including each such contract listed in Part 5 (*Contracts*) of Schedule 1 (*Security Assets*)).

"**Debt**" means all present and future book or other debts or other moneys recoverable or receivable by, or due or owing to the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever).

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

"**Event of Default**" has the meaning given to that term in the Loan Agreement.

"**Fixed Security Asset**" means each Security Asset:

- (a) which is, or is expressed to be, subject to any Security created by this Deed pursuant to Clause 3.1 (*Legal mortgages*), 3.2 (*Assignments*) or 3.3 (*Fixed charges*); or
- (b) which is a Floating Charge Asset in respect of which the Security created or expressed to be created by this Deed has been converted into a fixed charge in accordance with Clause 4 (*Conversion of floating charge*).

"Floating Charge Asset" means each Security Asset which is, or is expressed to be, subject to any Security created by this Deed pursuant to Clause 3.4 (*Floating charge*).

"General Account" means each Account from time to time other than a Blocked Account.

"Insurance Policy" means each contract or policy of insurance (including all cover notes) of whatever nature, taken out by or written in favour of the Chargor (for or on its behalf) or in which the Chargor has an interest at any time, but excluding any insurance policy to the extent it is a third party liability insurance policy.

"Intellectual Property" means (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and (b) the benefit of all applications and rights to use such assets each Chargor (which may now or in the future subsist) and includes the intellectual property listed in Part 4 (*Intellectual Property*) of Schedule 1 (*Security Assets*).

"Intra-Group Loan Agreement" means any agreement evidencing or recording the terms of any Intra-Group Receivable from time to time.

"Intra-Group Receivable" means any amount owing to the Chargor by any other member of the Group, whether documented or not and including fluctuating balances between members of the Group (and including any amount which the Chargor may be entitled to borrow and which has not been advanced).

"Investments" means all shares (other than the Subsidiary Shares), stock, debentures, debenture stock, bonds, interests in collective investment schemes, in whatever form or jurisdiction any such scheme is established, all partnership interests and all other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000 and/or Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001), in each case:

- (a) whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise; and
- (b) whether held directly by, or to the order of, the Chargor or by any trustee, nominee, custodian, fiduciary or clearance system on behalf of the Chargor (including all rights against any such trustee, nominee, custodian, fiduciary or clearance system including, without limitation, any contractual rights or any right to delivery of all or any part of the Investments from time to time).

"Land" means any freehold or leasehold property, including the real property (if any) listed in Part 1 (*Land*) of Schedule 1 (*Security Assets*), together with, in each case all buildings, fixtures, fittings and fixed plant and machinery on that property and the benefit of any covenants for title given or

entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

"Land Rights" means the proceeds of sale of any Land or any part thereof, the aggregate of all amounts paid or payable to or for the account of the Chargor in connection with the letting, licence or grant of other rights of use or occupation of any part of any Land, and the benefits of all other agreements, contracts, instruments and rights relating to any Land or any part thereof.

"Loan Agreement" means the loan agreement dated on or about the date of this Deed between, amongst others, StepEx Lender Limited (as Borrower) and the Lender.

"Party" means a party to this Deed.

"Receivable" has the meaning given to that term in the Loan Agreement.

"Receivable Agreement" means any agreement, document or other instrument pursuant to which a Receivable is constituted and/or arises and/or evidences the terms of a Receivable.

"Receivable Documents" means each Receivable Agreement, the Services Agreement and each other document designated as a "Receivable Document" by the Lender and the Chargor from time to time.

"Receiver" means any receiver or receiver and manager or administrative receiver of the Chargor or the whole or any part of the Security Assets, in each case appointed under this Deed.

"Related Rights" means:

- (a) all allotments, accretions, offers, options, rights, bonuses, warrants, benefits and advantages, whether by way of conversion, redemption, preference, substitution, option or otherwise which at any time accrue to or are offered or arise in respect of any Investment or Subsidiary Share;
- (b) all dividends, interest and other distributions paid or payable on or in respect of any Investment or Subsidiary Share;
- (c) warrants, options and other instruments entitling the holder to subscribe for or acquire any Investments or Subsidiary Shares; and
- (d) all other rights which at any time derive from, accrue to or are offered or arise in respect of any Investment or Subsidiary Share.

"Relevant Contract" means each contract listed in Part 5 (*Contracts*) of Schedule 1 (*Security Assets*), each Intra-Group Loan Agreement, each Receivable Document, each Course Provider Agreement and each other agreement to which the Chargor is party and which is designated in writing by the Lender and the Chargor as a "Relevant Contract" from time to time.

"Relevant Date" means the date of this Deed.

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party under each Finance Document.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Asset" means any asset or undertaking of the Chargor which is, or is expressed to be, subject to any Security created by this Deed.

"Security Period" means the period beginning on the date of this Deed and ending on the date on which the Lender is satisfied that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and no Secured Party is under any commitment, obligation or liability (actual or contingent) to make any advance or to make available any other financial accommodation to any Obligor pursuant to the Finance Documents.

"Subsidiary Shares" means all shares in any member of the Group owned by the Chargor or held by any nominee or trustee on its behalf (including those shares listed opposite its name in Part 2 (*Subsidiary Shares*) of Schedule 1 (*Security Assets*)).

1.2 Construction

- (a) The principles construction set out in the Loan Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Loan Agreement will be construed as references to this Deed.
- (b) Unless a contrary indication appears, a reference in this Deed to:
 - (i) a Finance Document or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated however fundamentally and including if the same increases the obligations of any member of the Group;
 - (ii) the words **"include(s)"**, **"including"** and **"in particular"** shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as limiting the generality of any preceding words;
 - (iii) **"liabilities"** means any obligation, whether incurred as principal or as surety, whether or not in respect of indebtedness, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity;
 - (iv) any **"rights"** or **"interests"** in respect of an asset or any agreement includes all amounts and proceeds paid or payable, all rights to make any demand or claim, all powers, remedies, causes of action, security, guarantees and indemnities, and all other rights, interests, title and/or benefit of any nature whatsoever and howsoever arising from time to time, in each case in respect of or derived from that asset;
 - (v) any share, stock, debenture, bond or other security or investment includes any dividend, interest or other distribution paid or payable, any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise, in each case in respect of that share, stock, debenture, bond or other security or investment; and
 - (vi) the term **"this Security"** means any Security created by this Deed.
- (c) Any covenant of the Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- (d) The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated into this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

- (e) If the Lender considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (f) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset (which includes any sale, transfer assignment, grant, lease, licence, declaration of trust or other disposal, where voluntary or involuntary, and dispose will be construed accordingly).
- (g) Each of the mortgages, fixed charges and assignments contained in Clauses 3.1 (*Legal mortgages*) to 3.3 (*Fixed charges*) over each category of assets, and each asset specified in those Clauses shall be read and construed separately, as though each such category and asset were mortgaged, charged or assigned (as applicable) independently and separately of each other and the failure to create an effective mortgage, fixed charge or assignment by way of security (whether arising out of this Deed or any act or omission by any party) on any one asset shall not affect the nature of any mortgage, fixed charge or assignment by way of security imposed on any other asset whether within that same class of assets or not.
- (h) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.
- (i) All the Security created under this Deed is created over present and future assets of the Chargor as security for the payment and discharge of all the Secured Obligations and is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (j) The absence of or incomplete details of any Security Asset in any Schedule to this Deed shall not affect the validity or enforceability of any Security under this Deed.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed or any other Finance Document entered into under or in connection with it.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind, vary, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Deed at any time.
- (c) Any Receiver or Delegate, any Secured Party or any other person described in Clause 14.4 (*Protection of third parties*) may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to Clause 1.3(b) and the provisions of the Third Parties Act.

2 COVENANT TO PAY

- 2.1 **Covenant to pay:** The Chargor covenants with the Lender that it will pay or discharge on demand the Secured Obligations when due.
- 2.2 **Default interest:** If the Chargor fails to pay any amount payable by it under this Deed on its due date, interest shall accrue on the overdue amount (both before and after judgment) at the Default Rate.

3 CREATION OF SECURITY

- 3.1 **Legal mortgages:** The Chargor charges by way of a first legal mortgage all estates or interests in any Land owned by it from time to time including any Land specified in (Schedule 1 (*Security Assets*)).
- 3.2 **Assignments:** The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption:
- (a) all of its rights in respect of any Insurance Policy, including all sums payable thereunder; and
 - (b) all of its rights in respect of the Relevant Contracts to which it is a party.
- 3.3 **Fixed charges:** The Chargor charges by way of first fixed charge:
- (a) to the extent not the subject of a mortgage under Clause 3.1 (*Legal mortgages*), all estates or interests in any Land now or subsequently owned by it;
 - (b) to the extent that they are not the subject of a mortgage under Clause 3.1 (*Legal mortgages*) or a first fixed charge under paragraph (a) (*Land*) above, all plant, machinery, vehicles, computers and other office equipment and tools (excluding any for the time being forming part of the Chargor's stock in trade or work in progress) owned by it, present and future, and the benefit of all contracts, licences, warranties, maintenance contracts and other agreements relating to them and any renewals and replacements of them;
 - (c) to the extent that they are not the subject of a mortgage under Clause 3.1 (*Legal mortgages*) or a first fixed charge under paragraph (a) (*Land*) above, its Land Rights;
 - (d) the Subsidiary Shares and any Related Rights in relation to any Subsidiary Shares;
 - (e) its Investments and any Related Rights in relation to any Investments;
 - (f) all of its rights in respect of any Account, any amount standing to the credit of any Account and the debt represented by it;
 - (g) all of its rights in respect of any Intellectual Property;
 - (h) all of its rights in respect of all of its Debts (other than any Intra-Group Receivable);
 - (i) all of its rights in respect of all other moneys due and owing to it (other than any Intra-Group Receivable); and
 - (j) the benefit of all rights in relation to any item under paragraphs (h) and (i) above.
 - (k) all of its rights in respect of any its goodwill and uncalled capital;
 - (l) all of its rights in respect of any Authorisation (statutory or otherwise) held by it in connection with its use of any Security Asset; and
 - (m) to the extent not effectively assigned under Clause 3.2 (*Assignments*):
 - (i) all of its rights in respect of any Insurance Policy, including all sums payable thereunder;
 - (ii) all of its rights in respect of any Relevant Contract to which it is a party; and
 - (iii) all of its rights in respect of any Intra-Group Receivable owing to it not referred to in paragraph (ii) above; and
 - (n) all other agreements, instruments and rights relating to each Fixed Security Asset.

3.4 Floating charge

- (a) The Chargor charges by way of a first floating charge all its assets and undertaking (present and future) not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under Clause 3.1 (*Legal mortgages*), 3.2 (*Assignments*) or 3.3 (*Fixed charges*).
- (b) The floating charge created by paragraph (a) above is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986, which applies to the floating charge created by or under this Deed.

3.5 Trust

- (a) If or to the extent that the assignment or charging of any Security Asset is ineffective because of a prohibition on that assignment or charging, then the Chargor holds it on trust for the Lender and shall notify the Lender of the same.
- (b) If the prohibition referred to in paragraph (a) above is due to the fact a consent or waiver must be obtained or a condition must be satisfied, then the Chargor must seek the relevant consent or waiver or use reasonable endeavours to satisfy the condition.
- (c) On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under this Clause 3 (*Creation of Security*) and, in relation to such Security Asset, the trust referred to in paragraph (a) above shall terminate.

4 CONVERSION OF FLOATING CHARGE

4.1 **By notice:** The Lender may by notice to the Chargor convert the floating charge created by Clause 3.4 (*Floating charge*) into a fixed charge as regards any or all of the Chargor's Floating Charge Assets specified in that notice if:

- (a) an Event of Default has occurred and is continuing;
- (b) the Lender considers that it is necessary in order to protect the priority of the Security created over those assets under this Deed; or
- (c) the Lender considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

4.2 **Automatic:** The floating charge created by the Chargor under Clause 3.4 (*Floating charge*) will (in addition to the circumstances when this may occur under the general law) automatically (and without the need for any notice) convert into a fixed charge over the relevant Floating Charge Assets or, in the circumstances described in paragraph (a) or (b) below, all of the Chargor's Floating Charge Assets:

- (a) if an administrator is appointed in respect of the Chargor or the Lender receives notice of an intention to appoint an administrator or any person files such a notice with the court;
- (b) if any steps are taken (including the presentation of a petition, the passing of a resolution, the making of an application or notice of intention) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of the Chargor over all or any part of its assets, or if such a person is appointed;

- (c) if the Chargor creates, or purports to create, any Security or a trust in favour of another person over all or any part of its Floating Charge Assets, other than Permitted Security or with the prior consent of the Lender;
- (d) on the crystallisation of any other floating charge over the Security Assets;
- (e) if any person levies (or attempts to levy) any distress, attachment, sequestration, execution or other process against all or any part of the Floating Charge Assets; or
- (f) if the Chargor disposes, or attempts to dispose, of all or any part of the Security Assets (other than Floating Charge Assets prior to the crystallisation of the floating charge in respect of such Floating Charge Asset) other than as expressly permitted under the Loan Agreement or with the prior consent of the Lender.

4.3 **Moratorium**

- (a) The floating charge created by Clause 3.4 (*Floating charge*) may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium, under Part A1 of the Insolvency Act 1986.
- (b) At any time while the Chargor is subject to a moratorium under Part A1 of the Insolvency Act 1986, the Lender may not give any notice which would have the effect of converting the floating charge created by Clause 3.4 into a fixed charge.

- 4.4 **Assets acquired after any floating charge has crystallised:** Any asset acquired by the Chargor after any crystallisation of the floating charge created under this Deed that, but for that crystallisation, would be a Floating Charge Asset under this Deed, shall (unless the Lender confirms otherwise to the Chargor in writing) be charged to the Lender by way of first fixed charge.

5 **REPRESENTATIONS AND WARRANTIES**

- 5.1 **General:** The Chargor makes the representations and warranties set out in this Clause 5 to the Lender on each date on which any of the representations and warranties in the Loan Agreement are made or deemed to be made, provided that each representation or warranty deemed to be made after the date of this Deed shall be deemed to be made by reference to the facts and circumstances then existing.
- 5.2 **Ownership:** It is the sole legal and beneficial owner of, and has a good, valid and marketable title to, the assets over which it purports to grant Security under this Deed.
- 5.3 **Prior interests:** No person (other than the Chargor) has any interest in any Security Asset, other than in the case of Intellectual Property, a non-exclusive licence granted to its customers in the ordinary course of its day-to-day trading.
- 5.4 **No onerous provisions or adverse claim:** No Security Asset is subject to:
- (a) any onerous or restrictive obligation, covenant or other provision, which; or
 - (b) any claim or Proceedings, which, if adversely determined,

could depreciate, jeopardise or otherwise prejudice the Security held by the Lender, or materially diminished the value of any of the Security Assets or the effectiveness of the Security created by this Deed.

- 5.5 **Intellectual Property:** The Intellectual Property is valid and enforceable and no part of the Intellectual Property has been judged invalid or unenforceable, in whole or in part.

6 UNDERTAKINGS

- 6.1 **Negative pledge and disposals:** The Chargor shall not at any time without the prior consent of the Lender:

- (a) create or agree to create or permit to subsist any Security on any Security Asset other than as created by this Deed or a Permitted Security; or
- (b) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset other than as expressly permitted in the Loan Agreement; or
- (c) do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the Security held by the Lender, or materially diminish the value of any of the Security Assets or the effectiveness of the Security created by this Deed.

- 6.2 **Information:** The Chargor shall:

- (a) give the Lender such information concerning the location, condition, use and operation of the Security Assets as the Lender may require;
- (b) permit any persons designated by the Lender and any Receiver to enter on its premises and inspect and examine any Security Asset, and the records relating to that Security Asset, at all reasonable times and on reasonable prior notice; and
- (c) promptly notify the Lender in writing of any action, claim, notice or demand made by or against it in connection with all or any part of a Security 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 Lender's prior approval, implement those proposals at its own expense.

7 PERFECTION OF SECURITY

7.1 Notices

- (a) **Relevant Contracts:** Unless the Lender agrees otherwise, the Chargor shall:
 - (i) on the Relevant Date, in the case of any Relevant Contract existing on the Relevant Date; or
 - (ii) in the case of any Relevant Contract which is entered into by the Chargor, or any agreement or instrument which is designated a Relevant Contract, after the Relevant Date, promptly and in any event within 5 Business Days of entry into or designation of that Relevant Contract,

execute and deliver to each counterparty to that Relevant Contract a notice substantially in the form set out in Part 3 (*Form of notice for Relevant Contracts*) of Schedule 2 (*Form of Notices*).

(b) **Insurance Policies:** Unless the Lender agrees otherwise, the Chargor shall:

- (i) on the Relevant Date, in the case of any Insurance Policy existing on the Relevant Date; or
- (ii) in the case of any Insurance Policy which is entered into by the Chargor after the Relevant Date, promptly and in any event within 5 Business Days of entry into that Insurance Policy,

execute and deliver to the relevant insurer a notice substantially in the form set out in Part 2 (*Forms of notice for Insurance Policies*) of Schedule 2 (*Form of Notices*).

(c) **Accounts:** Unless the Lender agrees otherwise, the Chargor shall:

- (i) on the Relevant Date, in the case of each of its Accounts which are open on the Relevant Date; or
- (ii) in the case of any Account which is opened or begins to be maintained by the Chargor after the Relevant Date, promptly and in any event within 5 Business Days of such opening or maintenance,

execute and deliver to the relevant Account Bank for that Account a notice of charge substantially in the form set out in Part 1 (*Form of notice for Accounts*) of Schedule 2 (*Forms of notices*).

(d) **Acknowledgments:** The Chargor shall use reasonable endeavours to procure that each addressee of a notice referred to in this Clause 7.1 (*Notices*) executes and delivers to the Lender an acknowledgement in the form set out in the relevant notice within 20 Business Days of delivery of such notice.

7.2 **Deposit of documents of title**

(a) **Subsidiary Shares:** The Chargor shall:

- (i) on the Relevant Date, in the case of any Subsidiary Shares in which it has an interest on the Relevant Date; or
- (ii) in the case of any Subsidiary Shares issued to it or acquired by it after the Relevant Date, within 5 Business Days of the date of such issue or acquisition,

deposit with the Lender, or as the Lender may direct:

- (A) all certificates or other documents of title or evidence of ownership in relation to its Subsidiary Shares;
- (B) all stock transfer forms or other instruments of transfer as the Lender may request, in such form and executed in such manner as the Lender may reasonably require with a view to perfecting or maintaining the charges over the Subsidiary Shares or, at any time after the occurrence of an Event of Default which is continuing, registering any Subsidiary Share in the name of the Lender or its nominees; and
- (C) declarations of trust in relation to any Subsidiary Share in which the Chargor has an interest but which are not held in its sole name as required by the Lender.

- (b) **Investments:** The Chargor shall promptly, and in any event within 5 Business Days, after a request by the Lender at any time after the occurrence of an Event of Default which is continuing:
 - (i) deposit with the Lender, or as the Lender may direct, all certificates or other documents of title or evidence of ownership in relation to its Investments; and
 - (ii) execute and deliver to the Lender all stock transfer forms or other instruments of transfer which the Lender may request in such form and executed in such manner as the Lender may reasonably require in order to perfect or maintain its security over the Investments or to enable the Lender or its nominees to be registered as the owner of or otherwise obtain a legal title to its Investments.
- (c) **Land:** The Chargor shall on the Relevant Date or, if later, promptly, and in any event within 5 Business Days, after it acquires such Land either:
 - (i) deposit with the Lender all deeds and documents necessary to show good and marketable title to the Land in which it has an interest; or
 - (ii) procure that all such deeds and documents necessary to show good and marketable title to the relevant Land are held to the order of the Lender by a firm of solicitors approved by the Lender for that purpose.
- (d) **Retention:** The Lender shall be entitled to retain during the Security Period all documents, deeds and other evidence of title deposited with it in accordance with this Clause 7.2 at the risk of the Chargor.

7.3 Registration

- (a) **HM Land Registry:** The Chargor:
 - (i) consents to a restriction in the following terms being entered into on the register of title relating to any Land registered at HM Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] 2022 in favour of [**] referred to in the charges register or their conveyancer. (Standard Form P)";
 - (ii) consents to the registration of a notice against the register of title relating to any Land registered at HM Land Registry that the Lenders are under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents; and
 - (iii) undertakes to submit an application to the appropriate Land Registry for the first registration of any unregistered Land in England and Wales mortgaged by it pursuant to this Deed at its own expense, as soon as reasonably practicable and in any event within 5 Business Days following its execution of the same.
- (b) **Intellectual Property:** The Chargor irrevocably authorises Lender to effect such registrations, renewals, payments and notifications at the expense of the Chargor to register the Security created by this Deed over any Intellectual Property at any patent, trade mark or other intellectual property register or authority as may be available for the purpose.
- (c) **Companies House:** The Chargor consents to the registration of this Deed at Companies House.

8 LAND

8.1 Acquisitions: If the Chargor acquires any Land after the Relevant Date, it shall:

- (a) notify the Lender promptly and in any event within 5 Business Days;
- (b) within 5 Business Days of a request by the Lender and at the cost of the Chargor, execute and deliver to the Lender a legal mortgage over such Land in form and substance satisfactory to the Lender; and
- (c) give notice to HM Land Registry in accordance with, and comply with the provisions of, Clause 7.3(a) (*HM Land Registry*) in relation to such Land.

8.2 Covenants

- (a) The Chargor shall punctually pay the rents reserved by and observe and perform in all material respects the other material covenants, agreements or obligations on its part to be observed and performed which are contained in any lease, agreement for lease, tenancy agreement or licence to occupy relating to any Land and, to the extent that it makes commercial sense to do so, enforce the observance and performance by the landlord or licensor of its material obligations under any such document.
- (b) The Chargor shall not (without the prior written consent of the Lender and except as expressly permitted under the Loan Agreement):
 - (i) enter into any onerous or restrictive obligation affecting its Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which, in each case, would be reasonably likely to materially and adversely affect the value of that Land or the value of the Security constituted by this Deed over it; or
 - (ii) share the occupation of any Land with any other person (or agree to do so) to the extent that to do so would materially and adversely affect (i) the value of such Land or (ii) the interests of the Secured Parties.

9 SUBSIDIARY SHARES AND INVESTMENTS

9.1 Calls

- (a) The Chargor must promptly pay all calls or other payments due and payable in respect of any of its Charged Investments.
- (b) If the Chargor fails to do so, the Lender may, if it sees fit, pay the calls or other payments in respect of any of its Charged Investments on behalf of the Chargor. The Chargor must within 5 Business Days of demand reimburse the Lender for any payment made by the Lender under this Clause 9.1.

9.2 Dividends

- (a) Prior to the occurrence of an Event of Default which is continuing, the Chargor shall be entitled to receive and retain all dividends, distributions or other income paid or payable in relation to any of its Charged Investments.
- (b) At any time after the occurrence of an Event of Default which is continuing:
 - (i) the Chargor shall hold all dividends, distributions or other income paid in relation to any of its Charged Investments on trust for the Lender and shall pay the same to the Lender immediately on receipt; and

- (ii) the Lender may, at its discretion, in the name of the Chargor or otherwise and without any further consent or authority from the Chargor, apply all dividends, interest and other monies arising from the Charged Investments as though they were the proceeds of sale in accordance with Clause 18 (*Application of Proceeds*).

9.3 **Voting rights before an Event of Default:** Prior to the occurrence of an Event of Default which is continuing, the voting rights, powers and other rights in respect of its Charged Investments will be exercised:

- (a) by the Chargor; or
- (b) if exercisable by the Lender, in any manner which the Chargor may, subject to the other terms of this Deed, direct the Lender in writing.

9.4 **Voting rights after an Event of Default:** At any time after the occurrence of an Event of Default which is continuing:

- (a) the Lender may (but shall not be obliged to) exercise or refrain from exercising (in the name of the Chargor and without any further consent or authority on the part of the Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Charged Investment (including in relation to any Related Right), any person who is the holder of any Charged Investment (or Related Right) or otherwise; and
- (b) the Chargor shall (and where applicable shall procure that its nominees shall) accept short notice for and attend any shareholders meetings relating to the Charged Investments, appoint proxies and exercise voting and other rights and powers exercisable by the holders of the Charged Investments as the Lender may (but shall not be obliged to) direct from time to time as it sees fit for the purpose of protecting its interests in relation to the Secured Obligations.

9.5 **Other obligations in respect of Charged Investments**

- (a) The Lender is not obliged to:
 - (i) perform any obligation of the Chargor;
 - (ii) make any payment;
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor; or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,in respect of the Chargor's Charged Investments.
- (b) The Chargor shall not exercise any voting powers or rights in respect of its Charged Investments in a manner which would, or would be reasonably likely to, (i) cause a breach of any Finance Document, (ii) materially prejudice the value of such Charged Investments, (iii) materially and adversely affect the validity or the enforceability of the Security constituted by this Deed or (iv) adversely affect the Lender's ability to realise the Security constituted by this Deed, except in each case to the extent that such exercise is expressly permitted by the Loan Agreement.

10 ACCOUNTS

10.1 Notification: The Chargor shall deliver to the Lender details of each Account opened or maintained by it from time to time:

- (a) on the Relevant Date, to the extent that any such Account is not set out in Part 3 (*Bank Accounts*) of Schedule 1 (*Security Assets*);
- (b) in the case of an Account which is opened and/or begins to be maintained by the Chargor after the Relevant Date, within 5 Business Days of it being opened or so maintained; and
- (c) immediately upon the request of the Lender at any time after an Event of Default which is continuing.

10.2 Blocked Accounts

- (a) The Chargor shall not receive, withdraw or otherwise transfer any credit balance from time to time on any Blocked Account except with the prior consent of the Lender or as expressly permitted under the Loan Agreement.
- (b) The Chargor shall not, without the Lender's prior written consent, close, or permit or agree to any variation of the rights attaching to, any Blocked Account.

10.3 Accounts

- (a) Prior to the occurrence of an Event of Default which is continuing, the Chargor may receive, withdraw or otherwise transfer any credit balance from time to time on any General Account subject to the terms of the Loan Agreement.
- (b) At any time after the occurrence of an Event of Default which is continuing, the Chargor shall not receive, withdraw or otherwise transfer any credit balance from time to time on any General Account except with the prior consent of the Lender.

10.4 Application of monies: At any time after the occurrence of an Event of Default which is continuing, the Lender may, without notice to any person, apply, transfer or set-off any or all of the credit balances from time to time on any Account in or towards the payment or other satisfaction of all or part of the Secured Obligations in accordance with Clause 18 (*Application of Proceeds*).

11 BOOK DEBTS AND RECEIVABLES

- (a) The Chargor shall:
 - (i) get in and realise its Debts and hold the proceeds of the getting in and realisation (until payment into an Account) on trust for the Lender; and
 - (ii) except to the extent that the Lender otherwise agrees, pay all the proceeds of such getting in and realisation into an Account.
- (b) The Chargor shall not, without the Lender's prior written consent, charge or purport to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Debt in favour of any person or do or omit to do anything which might delay or prejudice its full recovery other than in relation to the commutation of Debts with its customers in the ordinary course of trade or unless such action is permitted under the Loan Agreement.
- (c) The Chargor shall:

- (i) get in and realise the Receivables and hold the proceeds of the getting in and realisation (until payment into the Collections Account (or such other Account as may be specified in the Loan Agreement)) on trust for the Lender; and
 - (ii) except to the extent that the Lender otherwise agrees, pay all the proceeds of such getting in and realisation into the Collections Account (or such other Account as may be specified in the Loan Agreement)).
- (d) The Chargor shall not, without the Lender's prior written consent, charge or purport to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery other than (to the extent permitted under the Loan Agreement) in relation to the commutation of Receivables with its customers in the ordinary course of trade or otherwise unless such action is permitted under the Loan Agreement.

12 INSURANCES

12.1 Maintenance of insurance

- (a) The Chargor shall keep the Security Assets insured in accordance with the Loan Agreement.
- (b) If the Chargor defaults in complying with Clause (a) and such default is not remedied within 15 Business Days, the Lender may (but shall not be obliged to) effect or renew any such insurance on such terms, in such name(s) and in such amount(s) as it reasonably considers appropriate, and all monies expended by the Lender in doing so shall be reimbursed by the Chargor to the Lender on demand.

12.2 Application of insurance proceeds

At any time when an Event of Default is continuing, all monies received by the Chargor under any Insurance Policies relating to the Security Assets shall (subject to the rights and claims of any person having prior rights to such monies) be held by the Chargor on trust for the Lender pending payment to the Lender for application in accordance with Clause 18 (*Application of Proceeds*) and the Chargor waives any right it may have to require that any such monies are applied in reinstatement of any part of the Security Assets.

13 WHEN SECURITY BECOMES ENFORCEABLE

- 13.1 **Enforcement:** This Security will become immediately enforceable after at any time when an Event of Default has occurred and is continuing.
- 13.2 **Discretion:** After this Security has become enforceable, the Lender may enforce all or any part of this Security in any manner it sees fit.
- 13.3 **Statutory powers:** The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

14 ENFORCEMENT OF SECURITY

14.1 General

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

- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (c) The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender to lease, make agreements for leases, accept surrenders of leases and grant options as the Lender may think fit and without the need to comply with any provision of section 99 or section 100 of the Act.

14.2 **No liability:** Neither the Lender nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

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

14.4 **Protection of third parties:** No person (including a purchaser) dealing with the Lender or a Receiver or its or his/her agents will be concerned to enquire:

- (a) whether the Secured Obligations have become payable;
- (b) whether any power which the Lender or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Finance Documents; or
- (d) how any money paid to the Lender or to that Receiver is to be applied.

14.5 **Redemption of prior mortgages:** At any time after this Security has become enforceable, the Lender may:

- (a) redeem any prior Security against any Security Asset; and/or
- (b) procure the transfer of that Security to itself; and/or
- (c) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor,

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

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

14.7 **Financial collateral**

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

- (b) Where any financial collateral is appropriated:
- (i) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
 - (ii) in any other case, its value will be such amount as the Lender reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it,
- and the Lender will give credit for the proportion of the value of the financial collateral appropriated to its use.
- (c) The Chargor agrees that the method of valuing financial collateral under paragraph (b) above is commercially reasonable.

15 PRESERVATION OF SECURITY

15.1 Waiver of defences: Neither the Security created by this Deed nor the obligations of the Chargor under this Deed will be affected by an act, omission, matter or thing which, but for this Clause 15, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it, the Lender or any other Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any Obligor or any other person under the terms of any composition or arrangement with any person;
- (c) the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any document or Security, including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or Security;
- (f) any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under any Finance Document or any other document; or
- (g) any insolvency, liquidation, administration or similar proceedings.

15.2 Chargor intent: Without prejudice to the generality of Clause 15.1 (*Waiver of defences*), the Chargor expressly confirms that it intends that the Security created by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with acquisitions of any nature; increasing working capital; enabling 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/or any fees, costs and expenses associated with any of the foregoing.

15.3 Immediate recourse: The Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security, claim or payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

15.4 Appropriations: During the Security Period, each Secured Party may:

- (a) refrain from applying or enforcing any moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Obligations, or, subject to Clause 18 (*Application of Proceeds*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Obligations or otherwise) and the Chargor shall not be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Secured Obligations unless and until such moneys are sufficient to discharge the Secured Obligations in full.

15.5 Deferral of Chargor's rights: During the Security Period, unless the Lender directs otherwise, the Chargor shall not exercise any rights which it may have by reason of performance by it of its obligations under this Deed or the enforcement of the Security created by this Deed:

- (a) to receive or claim payment from, or be indemnified by an Obligor;
- (b) to claim any contribution from any guarantor of, or party who has granted Security in respect of, any Obligor's obligations under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Party under any Finance Document or of any guarantee or Security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;
- (d) to exercise any right of set-off against any Obligor; or
- (e) to claim or prove as a creditor of any Obligor in competition with any Secured Party.

15.6 Additional Security: This Deed is in addition to, is not in any way prejudiced by and shall not merge with any contractual right or remedy or other Security now or in the future held by or available to the Lender.

16 RECEIVER

16.1 Appointment of Receiver

- (a) Except as provided below, the Lender may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (i) the Security created by the Chargor under this Deed has become enforceable; or
 - (ii) the Chargor so requests to the Lender at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Lender is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the

Insolvency Act 1986 other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

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

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

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

16.4 Agent of the Chargor

- (a) A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.
- (b) No Secured Party will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

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

17 POWERS OF RECEIVER

17.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause 17 in addition to those conferred on it by any law. This includes:
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

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

17.3 Carry on business: A Receiver may carry on any business of the Chargor in any manner he/she thinks fit.

17.4 Employees: A Receiver:

- (a) may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he/she thinks fit.
- (b) may discharge any person appointed by the Chargor.

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

17.6 **Sale of assets**

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.
- (b) The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Chargor.

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

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

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

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

17.11 **Subsidiaries:** A Receiver may form a Subsidiary of the Chargor and transfer to that Subsidiary any Security Asset.

17.12 **Delegation:** A Receiver may delegate his/her powers in accordance with this Deed.

17.13 **Lending:** A Receiver may lend money or advance credit to any person.

17.14 **Protection of assets:** A Receiver may:

- (a) effect any repair or insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) commence and/or complete any building operation; and
- (c) apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he/she thinks fit.

17.15 Other powers: A Receiver may:

- (a) do all other acts and things which he/she may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and
- (c) use the name of the Chargor for any of the above purposes.

18 APPLICATION OF PROCEEDS

All amounts from time to time received or recovered by the Lender or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Security will be held by the Lender and applied in accordance with the Facility Agreement. This Clause:

- (a) is subject to the payment of any claims having priority over this Security; and
- (b) does not prejudice the right of the Lender to recover any shortfall from the Chargor,

and section 109(8) of the Act shall not apply.

19 DELEGATION

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

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

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

20 FURTHER ASSURANCES

- (a) The Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender may reasonably specify (and in such form as the Lender may reasonably require in favour of the Lender or its nominee(s)):
 - (i) to perfect the Security created or intended to be created under or evidenced by this Deed (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Transaction Security) or for the exercise of any rights, powers and remedies of the Lender provided by or pursuant to this Deed or by law and which are exercisable in accordance with their terms;
 - (ii) to confer on the Lender Security over any property and assets of that Obligor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed; and/or

- (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Transaction Security.
- (b) The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, protection or maintenance of any Security conferred or intended to be conferred on the Lender by or pursuant to this Deed.

21 POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any of their respective Delegates or sub-delegates to be its attorney with the full power and authority of the Chargor to, in its name and otherwise on its behalf, execute, deliver and perfect all deeds, instruments and other documents and to do or cause to be done all acts and things which (i) it is required to execute or do under the terms of this Deed and which it has failed to do following a request from the Lender to undertake such action or, following the occurrence of an Event of Default which is continuing, which it has failed to do at any time or (ii) which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of the Chargor under or pursuant to this Deed or for enabling the Lender or any Receiver to exercise the respective powers conferred on them under this Deed or by law. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 21.

22 MISCELLANEOUS

- 22.1 **Changes to the parties:** The Lender may at any time assign or otherwise transfer all or any part of its rights and obligations under this Deed. The Chargor may not assign or transfer any of its rights and obligations under this Deed.
- 22.2 **Continuing security:** This Security is a continuing security and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part.
- 22.3 **Tacking:** The Lender shall comply with its obligations under the Finance Documents (including the obligation to make further advances). This Deed secures advances already made and further advances to be made.
- 22.4 **New Accounts:** If a Secured Party receives notice or is deemed to have received notice of any subsequent charge or other interest affecting all or any part of any Security Asset, each Secured Party may open a new account for the Chargor. If a Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest. As from that time all payments made to that Secured Party by or on behalf of the Chargor will be credited or be treated as having been credited to a new account of the Chargor and will not operate to reduce any Secured Obligation.
- 22.5 **Time deposits:** Without prejudice to any right of set-off any Secured Party may have under any other Finance Document or otherwise, if any time deposit matures on any account the Chargor has with any Secured Party within the Security Period when this Security has become enforceable and no Secured Obligation is due and payable, that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate.
- 22.6 **Notices:** Any communication to be made under or in connection with this Deed shall be made in accordance with the notice provisions of the Loan Agreement.

- 22.7 **Calculations and certificates:** Any certification or determination by the Lender or any other Secured Party of a rate or amount under this Deed or any other Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.
- 22.8 **Partial invalidity:** If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.
- 22.9 **Remedies and waivers:** No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this Deed or any Finance Document entered into pursuant to it, shall operate as a waiver of any such right or remedy or constitute an election to affirm this Deed or any Finance Document entered into pursuant to it. No election to affirm this Deed or any such Finance Document on the part of the Lender shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed and in each Finance Document entered into pursuant to it are cumulative and not exclusive of any rights or remedies provided by law.
- 22.10 **Amendments and waivers:** Any term of this Deed may be amended or waived only with the written consent of the Chargor and the Lender.
- 22.11 **Counterparts:** This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

23 RELEASE

- (a) At the end of the Security Period the Lender shall, at the request and cost of the Chargor, take whatever action is necessary or otherwise reasonably requested by the Chargor to release or re-assign (without recourse or warranty) the Security Assets from this Security.
- (b) If the Lender considers that any amount paid or credited to any Secured Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or other similar laws, the liability of the Chargor under this Deed and the Security constituted by it will continue and such amount will not be considered to have been irrevocably discharged.

24 GOVERNING LAW

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

25 ENFORCEMENT

- 25.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity and termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed (a "Dispute")).
- 25.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 25.3 Notwithstanding Clause 25.1, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in a number of jurisdictions.

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

Schedule 1 Security Assets

Part 1 Land

Registered Land: None

Unregistered Land: None

Part 2 Subsidiary Shares

Subsidiary name	Class of shares	Number of shares
StepEx Lender Limited	Ordinary	1,000

Part 3 Bank Accounts

Account Bank	Sort Code	Account number	Account name
---------------------	------------------	-----------------------	---------------------

ACCOUNT DETAILS REDACTED

ACCOUNT DETAILS REDACTED

Part 4 Intellectual Property

Domain names:

stepex.co

stepex.io

stepex.global

stepex.org.uk

stepex.uk.com

stepexchange.co.uk

stepexfinance.com

stepexloan.com

stepexuk.com

Part 5 Contracts

None specified

Schedule 2 Forms of notices

Part 1 Form of notice for Accounts

To: [Account Bank]

Copy: [**] (as Lender)

[Date]

Dear Sirs

Debenture dated [●] 2022 between [Chargor] and [Lender] (the "Debenture")

- 1 We hereby notify you that under the Debenture we have charged (by way of a first fixed charge) in favour of [**] (the "**Lender**") all our rights in respect of the following accounts, and any amount standing to the credit of such accounts:
 - (a) [the account[s] listed in Part I (*Blocked Accounts*) of the schedule to this letter which are held by us with you (the "**Blocked Accounts**")]; and]
 - (b) [the account[s] listed in [Part II (*General Accounts*) of] the schedule to this letter which are held by us with you (the "[**General**]Accounts"),]as [each] such account may from time to time be re-designated or re-numbered ([the Blocked Accounts and the General Accounts together being] the "**Accounts**").
- 2 We irrevocably instruct and authorise you to disclose to the Lender any information relating to any Account requested from you by the Lender.
- 3 [**remove this paragraph if none of the Accounts are Blocked Accounts** We are not permitted to withdraw any amount from any Blocked Account without the prior written consent of the Lender and we irrevocably instruct and authorise you to:
 - (a) comply with the terms of any written notice or instruction relating to any Blocked Account received by you from the Lender;
 - (b) hold all sums standing to the credit of any Blocked Account to the order of the Lender; and
 - (c) pay or release any sum standing to the credit of any Blocked Account in accordance with the instructions of the Lender.]
- 4 We are permitted to withdraw any amount from any General Account for any purpose unless and until you receive a notice from the Lender stating that we are no longer permitted to withdraw any amount from certain or all of the General Accounts without its consent. If and from the date on which you receive such a notice:
 - (a) we will not be permitted to withdraw any amount from such General Accounts without the prior written consent of the Lender; and
 - (b) we irrevocably authorise and instruct you to:
 - (i) comply with the terms of any written notice or instruction relating to each such General Account received by you from the Lender;
 - (ii) hold all sums standing to the credit of each such General Account to the order of the Lender; and

- (iii) pay or release any sum standing to the credit of any such General Account in accordance with the instructions of the Lender.]

We acknowledge that you may comply with the instructions in this letter without any further permission from us. The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Lender with a copy to us.

Yours faithfully

(Authorised Signatory)
[**Chargor**]

Schedule
Bank Accounts

Part I
Blocked Accounts

Account Bank	Sort Code	Account number	Account name
[•]	[•]	[•]	[•]

Part II
General Accounts

Account Bank	Sort Code	Account number	Account name
[•]	[•]	[•]	[•]

Acknowledgement from Account Bank

To: [**] (as Lender)
 [address]

Copy: [Chargor]

[Date]

Dear Sirs

Debenture dated [•] 2022 between [Chargor] and [Lender] (the "Debenture")

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

We confirm that we:

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

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

Yours faithfully

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

Part 2 Forms of notice for Insurance Policies

To: [Insurer]

Copy: [**] (as Lender)

[Date]

Dear Sirs

Debenture dated [●] 2022 between [Chargor] and [Lender] (the "Debenture")

This letter constitutes notice to you that under the Debenture we have assigned absolutely (by way of security), subject to a proviso for re-assignment on redemption, to [Lender] (the "**Lender**") all our rights in respect of [insert details of contract of insurance] and any other present or future contract or policy of insurance in relation to [insert relevant details] to which we are a party or in which we have an interest (the "**Insurances**").

We confirm that:

- (a) we will remain liable under the Insurances to perform all the obligations assumed by us under the Insurances; and
- (b) none of the Lender, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Insurances (unless, and to the extent, otherwise expressly provided for in the Insurance).

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

We irrevocably instruct and authorise you to disclose to the Lender any information relating to the Insurances requested from you by the Lender. The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Lender with a copy to us.

Yours faithfully

(Authorised Signatory)
[Chargor]

Acknowledgement of Insurer

To: [**] (as Lender)
 [address]

Copy: [Chargor]

[Date]

Dear Sirs

Debenture dated [•] 2022 between [Chargor] and [Lender] (the "Debenture")

We confirm receipt from [Chargor] (the "**Chargor**") of a notice dated [•] (the "**Notice**") of an assignment on the terms of the Debenture of all the Chargor's rights in respect of [*insert details of the contract of insurance*] (the "**Insurances**").

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of any prior security over, or the interest of any third party in, the Insurances; and
- (c) will give notices and make payments under the Insurances as directed in the Notice.

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

Yours faithfully

(Authorised signatory)
[Insurer]

Part 3 Form of notice for Relevant Contracts

To: [Contract Counterparty]

Copy: [**] (as Lender)

[Date]

Dear Sirs

Debenture dated [●] 2022 between [Chargor] and [Lender] (the "Debenture")

This letter constitutes notice to you that under the Debenture we have assigned by way of security, subject to a proviso for re-assignment on redemption to [**] (the "**Lender**") all our rights in respect of [insert details of contract] (the "**Contract**").

We irrevocably instruct and authorise you to:

- (a) disclose to the Lender any information relating to the Contract which the Lender may request from you;
- (b) following notice from the Lender that an Event of Default has occurred and is continuing:
 - (a) to hold to the order of the Lender all sums from time to time due and payable by you to us under the Contract;
 - (b) to pay or release all or any part of the sums from time to time due and payable by you to us under the Contract in accordance with the written instructions given to you by the Lender from time to time; and
 - (c) to comply (without reference or notice to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction(s)) with the terms of any written notice or instructions given by the Lender from time to time in relation to the Debenture, the sums payable to the Company from time to time under the Contract or any of our rights from time to time thereunder.

We confirm that we will remain liable under the Contract to perform all the obligations assumed by us under the Contract and none of the Lender, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract. The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Lender with a copy to us.

Yours faithfully

(Authorised Signatory)
[Chargor]

Acknowledgement of Counterparty

To: [**] (as Lender)
 [address]

Copy: [Chargor]

[Date]

Dear Sirs

Debenture dated [•] 2022 between [Chargor] and [Lender] (the "Debenture")

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

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of any prior security over, or the interest of any third party in, the Contract; and
- (c) will give notices and make payments under the Contract as directed in the Notice.

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

Yours faithfully

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

SIGNATURES TO THE DEBENTURE

CHARGOR

EXECUTED as a **DEED** by
STEP EXCHANGE LIMITED

acting by a director in the presence of:

signature of witness **SIGNATURE REDACTED**

name SIMON CHEN
print name of witness

address **ADDRESS REDACTED**

SIGNATURE REDACTED

signature _____ Director

DANIEL GEORGE
print name

LENDER

SIGNED for and on behalf of
**ANTHEMIS VENTURE DEBT I GP
LIMITED**

as general partner of
ANTHEMIS VENTURE DEBT I LP

SIGNATURE REDACTED

signature _____ Authorised
Signatory

YEN MEI LIM
print name