



Registration of a Charge

Company name: **GREENZONE SOFTWARE DEVELOPMENT LIMITED**

Company number: **13000002**



XA0RU6EZ

Received for Electronic Filing: **22/03/2021**

Details of Charge

Date of creation: **19/03/2021**

Charge code: **1300 0002 0001**

Persons entitled: **CLYDESDALE BANK PLC (TRADING AS BOTH CLYDESDALE BANK AND YORKSHIRE BANK)**

Brief description:

Contains fixed charge(s).

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.**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13000002

Charge code: 1300 0002 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th March 2021 and created by GREENZONE SOFTWARE DEVELOPMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd March 2021 .

Given at Companies House, Cardiff on 23rd March 2021

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**

DATED 19 March 2021

GREENZONE SOFTWARE DEVELOPMENT LIMITED (1)

and

**CLYDESDALE BANK PLC (TRADING AS BOTH
CLYDESDALE BANK AND YORKSHIRE BANK)** (2)

**DEED OF ASSIGNMENT IN RELATION TO SHARE
PURCHASE AGREEMENTS**

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DEED OF ASSIGNMENT DATED 19 March 2021

PARTIES

- (1) **GREENZONE SOFTWARE DEVELOPMENT LIMITED** (company number 13000002) whose registered office is at The Corner House, Brunel Drive, Newark, Nottinghamshire, United Kingdom, NG24 2EG (the "**Assignor**"); and
- (2) **CLYDESDALE BANK PLC** (trading as both Clydesdale Bank and Yorkshire Bank) (company number SC001111) whose registered office is at 30 St Vincent Place, Glasgow, G1 2HL (the "**Lender**").

INTRODUCTION

The Lender has made available to the Assignor certain facilities and the Assignor has granted guarantees and security in favour of the Lender in respect of (amongst other things) those facilities.

THIS DEED WITNESSES THAT:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless otherwise provided in this Deed, terms defined in the Facility Agreement shall have the same meaning when used in this Deed.

In addition, in this Deed the following words and expressions shall have the following meanings:

"Assigned Contract" means:

- (a) each contract listed in Schedule 1 to this Deed (Assigned Contracts); and
- (b) each other contract designated as an Assigned Contract by the Lender and the Assignor in writing.

"Business Day" means any day (excluding Saturdays, Sundays and bank holidays) on which banks are generally open in the City of London for the transaction of normal banking business.

"Default Rate" means:

- (a) in relation to an amount due under the Finance Documents, the rate set out in Clause 8.3 (*Default interest*) of the Facility Agreement;
- (b) in relation to an amount due under any other facility made available to the Assignor by the Lender, the default rate specified in the relevant facility documentation; and
- (c) failing that, 6% over the Bank of England Base Rate as it may vary from time to time.

"LPA" means the Law of Property Act 1925.

"Facility Agreement" means the term facility agreement dated on or about the date of this deed and made between, among others, the Assignor and the Lender as amended, restated, novated or supplemented from time to time.

"Secured Liabilities" means all present and future obligations and liabilities (including without limitation all sums of principal, interest and expenses) whether actual or contingent and whether owed solely or jointly and whether as principal debtor, guarantor, cautioner, surety, indemnifier or otherwise (or the equivalent in any other relevant jurisdiction) of the Assignor to the Lender and in whatever manner and on any account.

"Security Assets" means the Assigned Contract.

"Security Period" means the period commencing on the date of this Deed and ending on the date upon which the Secured Liabilities have been irrevocably and unconditionally discharged in full and the Lender is under no actual or contingent obligation to advance or provide any credit or facilities to the Assignor, or any other company for which the Assignor has given any guarantee.

1.2 Construction

- (a) Unless otherwise provided in this Deed, the provisions of Schedule 8, paragraph 2 (*Construction*) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed, *mutatis mutandis*.
- (b) Unless a contrary intention appears, any reference in this Deed to:
 - (i) this Deed is a reference to this Deed as amended, varied, novated, supplemented and replaced from time to time;
 - (ii) the Assignor, the Lender or a Receiver includes any one or more of its assigns, transferees and successors in title (in the case of the Assignor, so far as any such is permitted); and
 - (iii) the Lender or a Receiver (except for the references in Clause 13 (*Power of Attorney*)) includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates.

1.3 Third party rights

- (a) The Lender and any Receiver and their respective officers, employees and agents may enforce any term of this Deed which purports to confer a benefit on that person, but no other person who is not a party to this Deed has any right under the Contracts (Rights of Third Parties) Act 1999 (the **"Third Parties Act"**) to enforce or to enjoy the benefit of any term of this Deed.
- (b) The parties to this Deed and any Receiver may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Deed without the consent of any person who is not a party to this Deed.

1.4 Effect as a deed

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Lender.

2 ASSIGNMENT

2.1 Covenant to Pay

The Assignor hereby covenants that it will, on demand, pay to the Lender and discharge all Secured Liabilities.

2.2 Assignment

The Assignor hereby assigns and agrees to assign (by way of security) absolutely to the Lender all of its right, title, benefit and interest in and to the Assigned Contract including, without limitation, all sums payable thereunder.

2.3 Assignor liability

Notwithstanding the terms of this Deed, the Assignor shall remain liable to perform all of the obligations assumed by it in relation to the Assigned Contract and the Lender shall have no obligation or liability under the Assigned Contract by reason of this Deed to:

- (a) perform any of the obligations or duties of the Assignor;
- (b) make any payment thereunder;
- (c) present or file any claim or take any other action to collect or enforce any claim for the payment of any sum payable thereunder; or
- (d) make any enquiries as to the nature or sufficiency of any payments received by the Lender by virtue of this Deed.

3 NATURE OF SECURITY CREATED

The Security created under this Deed is created:

- (a) as a continuing security to secure the payment and discharge on demand of the Secured Liabilities;
- (b) in favour of the Lender; and
- (c) with full title guarantee.

4 NEGATIVE PLEDGE

Other than as permitted by the Facility Agreement, (i) the Assignor shall not create or permit to subsist any Security over the Security Assets other than pursuant to this Deed; (ii) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purpose do so) all or any part of, any interest in the Security Assets; or (iii) create or grant or purport to do so, any interest in any Security Asset in favour of a third party.

5 REPRESENTATION AND WARRANTY

The Assignor is the sole legal and beneficial owner of the Security Assets and such assets are free from any claims, third party rights or competing interests.

6 ASSIGNED CONTRACT

6.1 Obligations

The Assignor shall:

- (a) at all times take all reasonable and practical steps to preserve and enforce its rights and pursue any claims and remedies arising under the Assigned Contract;
- (b) promptly upon demand by the Lender, give notice to the other parties to the Assigned Contract substantially in the form set out in Schedule 2 (*Form of notice for Assigned Contract*) (or such other form acceptable to the Lender) and deliver to the Lender a copy of each notice;
- (c) use reasonable endeavours to ensure that each party served with a notice under paragraph (b) above countersigns and promptly returns the same to the Lender; and
- (d) other than as permitted under the Facility Agreement, not make or agree to any amendments or variations of any nature to the Assigned Contract, nor settle, compromise, terminate, rescind or discharge (except by performance) any part of the Assigned Contract, or waive, abandon, dismiss, release or discharge any action, claim or proceedings against any party to the Assigned Contract.

6.2 Exercise of rights

Until the Security created by this Deed becomes enforceable in accordance with Clause 7.1 (*When Security becomes enforceable*), the Assignor may exercise all its rights in respect of the Assigned Contract including (subject to the provisions of the Facility Agreement) receiving and exercising all rights relating to proceeds of the Assigned Contract.

7 ENFORCEMENT

7.1 When Security becomes enforceable

The Security created by this Deed shall become enforceable:

- (a) on an Event of Default that is continuing; or
- (b) if the Assignor so requests.

7.2 Powers on enforcement

At any time after the Security created by the Assignor under this Deed has become enforceable, the Lender may (without prejudice to any other of its rights and remedies and without notice to the Assignor) do all or any of the following:

- (a) exercise all the powers and rights conferred on mortgagees by the LPA, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the LPA;
- (b) sell all or any of the Security Assets and apply the net proceeds of such sale in or towards satisfaction of the Secured Obligations; and

- (c) subject to Clause 8.1 (*Method of appointment and removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Security Assets.

7.3 Disposal of the Security Assets

In exercising the powers referred to in Clause 7.2 (*Powers on enforcement*), the Lender or any Receiver may sell or dispose of all or any of the Security Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

7.4 Application of moneys

The Lender or any Receiver shall apply moneys received by them under this Deed after the Security created under this Deed has become enforceable in the following order:

- (a) first, in or towards the payment pro rata of, or the provision pro rata for, any unpaid costs and expenses of the Lender and any Receiver under this Deed or which are incidental to any Receiver's appointment, together with interest at the Default Rate (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full;
- (b) secondly, in or towards the payment pro rata of, or the provision pro rata for, any unpaid fees, commission or remuneration of the Lender and any Receiver;
- (c) thirdly, in or towards payment of or provision for the Secured Liabilities in any order and manner that the Lender determines; and
- (d) fourthly, in the payment of any surplus to the relevant Assignor or other person entitled to it,

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

7.5 Clause 7.4 (*Application of moneys*) will override any appropriation made by the Assignor.

8 APPOINTMENT AND POWERS OF RECEIVERS

8.1 Method of appointment and removal

- (a) The Lender may not appoint a Receiver by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1 A of the Insolvency Act 1986 except with the leave of the court.
- (b) Every appointment or removal of a Receiver, of any delegate or of any other person by the Lender pursuant to this Deed may be made in writing under the hand of any officer or manager of the Lender (subject to any requirement for a court order in the removal of an administrative receiver).
- (c) A Receiver may be appointed on the request of the Assignor.

8.2 Powers of Receiver

Every Receiver shall have all the powers:

- (a) of the Lender under this Deed;

- (b) conferred by the LPA on mortgagees in possession and on receivers appointed under the LPA;
- (c) in relation to, and to the extent applicable to, the Security Assets or any of them, the powers specified in Schedule 1 of the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver within the meaning of that Act); and
- (d) in relation to any Security Asset, which he would have if he were its only beneficial owner.

8.3 Joint or several

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this Deed.

8.4 Receiver as agent

Every Receiver shall be the agent of the Assignor who shall be solely responsible for his acts and defaults and for the payment of his remuneration.

8.5 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Lender, and the maximum rate specified in section 109(6) of the LPA shall not apply.

9 PROTECTION OF PURCHASERS

No purchaser or other person dealing with the Lender or any Receiver shall be bound or concerned:

- (a) to see or enquire whether the right of the Lender or any Receiver to exercise any of the powers conferred by this Deed has arisen or not;
- (b) with the propriety of the exercise or purported exercise of those powers; or
- (c) with the application of any moneys paid to the Lender, to any Receiver or to any other person.

10 PROTECTION OF THE LENDER AND RECEIVERS

10.1 Exclusion of liability

Neither of the Lender or any Receiver or any of their respective officers or employees shall have any responsibility or liability:

- (a) for any action taken, or any failure to take any action, in relation to all or any of the Security Assets;
- (b) to account as mortgagee in possession or for any loss upon realisation of any Security Asset;

- (c) for any loss resulting from any fluctuation in exchange rates in connection with any purchase of currencies under Clause 14 (*Currency*); or
- (d) for any other default or omission in relation to all or any of the Security Assets for which a mortgagee in possession might be liable,

except in the case of gross negligence, fraud or wilful misconduct on the part of that person.

10.2 General indemnity

- (a) The Assignor shall indemnify the Lender or any Receiver and their respective officers and employees against all actions, proceedings, demands, claims, costs, expenses, and other liabilities incurred by them in respect of all or any of the following:
 - (i) any act or omission by any of them in relation to all or any of the Security Assets;
 - (ii) any payment relating to or in respect of all or any of the Security Assets which is made at any time by any of them;
 - (iii) any stamp, registration or similar Tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this Deed;
 - (iv) carrying out or purporting to carry out any of the rights, powers and discretions conferred on them by or permitted under this Deed; and
 - (v) any breach by the Assignor of any of its covenants or other obligations to the Lender,

except in the case of gross negligence, fraud or wilful misconduct on the part of that person.

- (b) The Assignor shall pay interest at the Default Rate on the sums payable under this Clause 10.2 from the date on which the liability was incurred to the date of actual payment (both before and after judgment).

10.3 Indemnity out of the Security Assets

The Lender or any Receiver and their respective officers and employees shall be entitled to be indemnified out of the Security Assets in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 10.2 (*General indemnity*).

11 PRESERVATION OF SECURITY

11.1 Reinstatement

If any payment by the Assignor or discharge given by the Lender is avoided or reduced as a result of insolvency, liquidation, administration or any similar event:

- (a) the liability of the Assignor and the Security created by the Assignor under this Deed shall continue as if the payment, discharge, avoidance or reduction had not occurred; and

- (b) the Lender shall be entitled to recover the value or amount of that Security or payment from the Assignor, as if the payment, discharge, avoidance or reduction had not occurred.

11.2 Waiver of defences

Neither the Security created by this Deed nor the obligations of the Assignor under this Deed will be affected by an act, omission, matter or thing which, but for this Clause 11.2, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it or the Lender) including:

- (a) any time, waiver or consent granted to, or composition with, the Assignor or any other person;
- (b) the release of the Assignor 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 the Assignor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Assignor or any other person;
- (e) any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of any document evidencing, relating to or securing any facilities provided to the Assignor or any other person or company who has granted security or guarantees in respect of the same, or any other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of, or any security created by, any person under any document evidencing, relating to or securing any facilities provided to the Assignor or any other person or company who has granted security or guarantees in respect of the same, or any other document; or
- (g) any insolvency, liquidation, administration or similar procedure.

11.3 Immediate recourse

The Assignor waives any right it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any other person before claiming from the Assignor under this Deed.

11.4 Appropriations

During the Security Period the Lender 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 Liabilities, or, subject to Clause 7.4 (*Application of moneys*), apply and enforce the same in such manner

and order as it sees fit (whether against the Secured Liabilities or otherwise) and the Assignor shall not be entitled to the benefit of the same; and

- (b) hold in an interest-bearing suspense account any moneys received from the Assignor or on account of the Secured Liabilities.

11.5 Deferral of Assignor's rights

During the Security Period and unless the Lender otherwise directs, the Assignor 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 any other person;
- (b) to claim any contribution from any guarantor of, or provider of security in respect of, any other person's obligations under any document evidencing, relating to or securing any facilities provided to the Assignor or any other person or company who has granted security or guarantees in respect of the same;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under the any document evidencing, relating to or securing any facilities provided to the Assignor or any other person or company who has granted security or guarantees in respect of the same;
- (d) to exercise any right of set-off against any other person; and/or
- (e) to claim or prove as a creditor of any other person in competition with the Lender.

11.6 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.

11.7 New accounts

If the Lender receives notice (actual or otherwise) of any subsequent Security over or affecting all or any of the Security Assets it may open a new account or accounts with the Assignor and, if it does not do so, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that subsequent Security, and as from that time all payments made by the Assignor:

- (a) shall be credited or be treated as having been credited to the new account of the Assignor; and
- (b) shall not operate to reduce the Secured Liabilities at the time when the recipient received or was deemed to have received such notice.

12 FURTHER ASSURANCE

12.1 Further action

The Assignor shall, at its own expense, promptly take any action and sign or execute any further documents which the Lender may require in order to:

- (a) give effect to the requirements of this Deed;
- (b) protect, preserve and perfect the Security intended to be created by or pursuant to this Deed;
- (c) protect and preserve the ranking of the Security intended to be created by or pursuant to this Deed with any other Security over any assets of the Assignor; or
- (d) when the Security created by this Deed is enforceable, facilitate the realisation of all or any of the Security Assets or the exercise of any rights, powers and discretions conferred on the Lender, any Receiver or any administrator in connection with all or any of the Security Assets,

and any such document may disapply section 93 of the LPA in any manner required by the Lender.

12.2 Deposit of documents

The Assignor covenants that, on the date of this Deed and at all times during the Security Period as soon as it receives them (and in any event as soon as the Lender so requests), it shall deposit with the Lender, in respect of or in connection with the Security Assets, any other documents which the Lender may from time to time require for perfecting its title, or the title of any purchaser all of which will be held by the Lender at the expense and risk of the Assignor.

13 POWER OF ATTORNEY

The Assignor irrevocably and by way of security appoints each of:

- (a) the Lender;
- (b) any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Lender; and
- (c) any Receiver,

jointly and severally as the Assignor's attorney, in the Assignor's name, on its behalf and in such manner as the attorney may in its or his absolute discretion think fit following the failure by the Assignor to comply with a request from the Lender within a reasonable period of time (in the Lender's sole discretion), to take any action and sign or execute any further documents which the Assignor is required to take, sign or execute in accordance with this Deed. The Assignor agrees, promptly on the request of the Lender or any Receiver, to ratify and confirm all such actions taken and documents signed or executed.

14 CURRENCY

14.1 The Spot Rate

In this Clause 14, the "**Spot Rate**" means, in relation to the Lender, the spot rate of exchange for the purchase of any currency with any other currency in the London foreign exchange market.

14.2 Conversion of moneys received

The Lender may convert any moneys received, recovered or realised in any currency under this Deed (including the proceeds of any previous conversion under this Clause 14.2) from their existing currency into any other currency, by purchasing that other currency at the Spot Rate.

14.3 Hedging

If the Assignor fails to pay any sum under this Deed on the due date, the Lender may, without notice to the Assignor, purchase at the Spot Rate any currency which the Lender considers necessary or desirable to cover the liabilities of the Assignor to pay that sum.

15 DISCHARGE OF SECURITY

Upon the expiry of the Security Period the Lender shall, or shall procure that its appointees will promptly, upon the request and cost of the Assignor:

- (a) release the Security Assets from this Deed; and
- (b) re-assign to the Assignor those Security Assets that have been assigned to the Lender under Clause 3 (*Nature of Security created*).

Section 93 of the LPA shall not apply to this Deed.

16 COSTS AND EXPENSES

16.1 Transaction expenses

The Assignor shall promptly on demand pay the Lender the amount of all costs and expenses (including legal fees) reasonably incurred by it in connection with the negotiation, preparation, printing and execution of this Deed.

16.2 Amendment costs

If the Assignor requests an amendment, waiver, consent or release of or in relation to this Deed, the Assignor shall, within three Business Days of written demand, reimburse the Lender for the amount of all costs and expenses (including legal fees) reasonably incurred by it in responding to, evaluating, negotiating or complying with that request or requirement.

16.3 Enforcement costs

The Assignor shall, within three Business Days of written demand, pay to the Lender or any Receiver the amount of all costs and expenses (including legal fees) incurred by the Lender

or any Receiver in connection with the enforcement of, or the preservation of any rights under, this Deed.

17 NOTICES

17.1 Communications in writing

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter.

17.2 Addresses

(a) The address (and the department or officer, if any, for whose attention the communication is to be made) of each party to this Deed for any communication or document to be made or delivered under or in connection with this Deed is that identified with its name below or any substitute address or department or officer as either party may notify to the other by not less than five Business Days' notice.

(b) The addresses referred to in Clause 17.2 are as follows:

(i) Assignor :

Address: The Corner House, Brunel Drive, Newark, Nottinghamshire,
NG24 2EG

Attention: Louise Taggart

(ii) The Lender:

Address: 94 Albion Street, Leeds, West Yorkshire LS1 6AD

Attention: David Burgess

17.3 Delivery

(a) Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective if by way of letter, (i) when it has been left at the relevant address or (ii) two Business Days (or, in the case of airmail, five Business Days) after being deposited in the post postage prepaid (or, as the case may be, airmail postage prepaid), in an envelope addressed to it at that address, and, if a particular department or officer is specified as part of its address details provided under Clause 17.2 (Addresses), if addressed to that department or officer.

(b) Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified in Clause 17.2(b) (or any substitute department or officer as the Lender shall specify for this purpose).

17.4 English Language

(a) Any notice given under or in connection with this Deed must be in English.

- (b) All other documents provided under or in connection with this Deed must be:
 - (i) in English; or
 - (ii) if not in English, and if so required by the Lender, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

18 CALCULATIONS AND CERTIFICATES

18.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by the Lender are prima facie evidence of the matters to which they relate.

18.2 Certificates and determinations

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

19 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.

20 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 shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

21 AMENDMENTS AND WAIVERS

Any term of this Deed may be amended or waived only with the written consent of the Assignor and the Lender.

22 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 GOVERNING LAW AND ENFORCEMENT

23.1 Governing law

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

23.2 Jurisdiction

- (a) Without prejudice to the rights of the Lender to take proceedings relating to a Dispute (as defined below) in any court with jurisdiction as provided in Clause 23.2(c) below, the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) or any non-contractual obligations arising out of or in connection with this Deed (a **"Dispute"**).
- (b) 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.
- (c) This Clause 23.2 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

EXECUTED as a deed and delivered on the date appearing at the beginning of this Deed.

SCHEDULE 1

Assigned Contracts

Date	Parties	Description
5 March 2021	<p>(1) Assignor as buyer; and</p> <p>(2) Neil Christopher Holland of [REDACTED] [REDACTED] [REDACTED] as the seller.</p>	Share Purchase Agreement
5 March 2021	<p>(1) Assignor as buyer;</p> <p>(2) Simon Peter Sharp of [REDACTED] [REDACTED] [REDACTED] as the seller; and</p> <p>(3) Greenzone Facilities Management Limited.</p>	Share Purchase Agreement
5 March 2021	<p>(1) Patrick McConnell of [REDACTED] [REDACTED] [REDACTED] [REDACTED] as seller;</p> <p>(2) David Miller of [REDACTED] [REDACTED] [REDACTED] [REDACTED] as seller; and</p> <p>(3) Assignor as buyer.</p>	Share Exchange Agreement

SCHEDULE 2

Form of notice for Assigned Contract

To: **[Name & Address]**

Attention:

Date: [•]

Dear Sirs

Notice of assignment

1. We refer to the contract dated [] between us and you (the **"Agreement"**).
2. We notify you that:
 - (a) under a Deed dated [] between us and Clydesdale Bank plc (trading as both Clydesdale Bank and Yorkshire Bank) (the **"Lender"**) we have assigned to the Lender all our right, title and interest in and to, and all benefits accruing under, the Agreement as security for certain obligations owed to the Lender;
 - (b) we may not agree to amend or terminate the Agreement without the prior written consent of the Lender other than to the extent that it could not reasonably materially and adversely affect the interests of the Lender and provided it does not change the date, increase the amount, or change the method of any payments under the Agreement;
 - (c) until you receive written notice to the contrary from the Lender, you may continue to deal with us in relation to the Agreement. Following receipt by you of such notice we will cease to have any right to deal with you in relation to the Agreement and from that time you should deal only with the Lender; and
 - (d) you are authorised to disclose information relating to the Agreement to the Lender on request.
3. The Lender is under no obligation of any kind whatsoever under the Agreement nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Agreement.
4. The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.
5. Please sign and return the enclosed copy of this notice to the Lender (with a copy to us) to confirm that you:
 - (e) have not received notice that we have assigned our rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party; and
 - (f) at the date of this letter, have not claimed or exercised, against us, any right of set-off or counter-claim or other right relating to the Agreement.

6. The provisions of this notice and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law.

Yours faithfully

for and on behalf of
[•]

Copy to: Lender

[On acknowledgement copy]

To: Clydesdale Bank plc (trading as both Clydesdale Bank and Yorkshire Bank)

Copy to: []

We acknowledge receipt of the above notice and confirm the matters set out in paragraph 3.

for and on behalf of

[].

Date: [•]

SIGNED as a deed by **GREENZONE
SOFTWARE DEVELOPMENT LIMITED**

PATRICK MCCONNELLY Director

(Signature)

LOUISE TAGGART

SIGNED for and on behalf of **CLYDESDALE BANK PLC** by its duly authorised signatory:

Authorised
Signatory

Execution Page

SIGNED as a deed by **GREENZONE
SOFTWARE DEVELOPMENT LIMITED**

acting by:

_____ Director

(Print Full Name)

_____ Director

(Signature)

in the presence of:

_____ Witness

_____ Full Name

_____ Address

SIGNED for and on behalf of **CLYDESDALE
BANK PLC** by its duly authorised signatory:



Authorised
Signatory

David
Buzhous