



**Registration of a Charge**

Company Name: **ZAPP COMMERCE (UK) LTD**

Company Number: **13479459**



XB3O3M08

Received for filing in Electronic Format on the: **09/05/2022**

**Details of Charge**

Date of creation: **04/05/2022**

Charge code: **1347 9459 0002**

Persons entitled: **TRIPLEPOINT VENTURE GROWTH BDC CORP., AS SECURITY TRUSTEE FOR THE SECURED PARTIES (AS DEFINED IN THE INSTRUMENT)**

Brief description: **NO SPECIFIC LAND, SHIP, AIRCRAFT OR INTELLECTUAL PROPERTY HAS BEEN CHARGED. FOR FULL DETAILS OF THE CHARGES, PLEASE REFER TO THE CHARGING DOCUMENT DIRECTLY.**

**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 TRUE, COMPLETE AND CORRECT COPY OF THE ELECTRONICALLY EXECUTED ORIGINAL INSTRUMENT.**

Certified by:

**GEORGE SHIRLAW**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 13479459

Charge code: 1347 9459 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th May 2022 and created by ZAPP COMMERCE (UK) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th May 2022 .

Given at Companies House, Cardiff on 11th May 2022

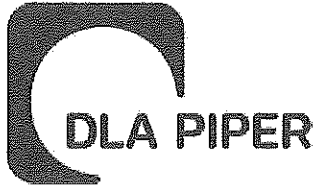
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



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



EXECUTION VERSION

DATED

4 May

2022

**(1) THE COMPANIES NAMED IN THIS DEED  
as Originalchargors**

- and -

**(2) TRIPLEPOINT VENTURE GROWTH BDC CORP.  
as Collateral Agent**

**GROUP DEBENTURE**

I certify that, save for the material redacted pursuant to s 859G of the Companies Act 2006, this is a true, complete and correct copy of the electronically executed original instrument.

A handwritten signature in black ink, appearing to be 'S. S.', followed by a horizontal line.

Date: 6 May 2022  
DLA PIPER UK LLP

EXECUTION VERSION

**CONTENTS**

1.	DEFINITIONS AND INTERPRETATION .....	1
2.	COVENANT TO PAY .....	6
3.	GRANT OF SECURITY .....	7
4.	FIXED SECURITY .....	7
5.	FLOATING CHARGE .....	10
6.	CONVERSION OF FLOATING CHARGE .....	11
7.	CONTINUING SECURITY .....	12
8.	LIABILITY OF CHARGORS RELATING TO SECURITY ASSETS.....	12
9.	ACCOUNTS .....	12
10.	REPRESENTATIONS .....	12
11.	UNDERTAKINGS BY CHARGORS .....	14
12.	POWER TO REMEDY .....	21
13.	WHEN SECURITY BECOMES ENFORCEABLE.....	21
14.	ENFORCEMENT OF SECURITY .....	22
15.	RECEIVER.....	24
16.	POWERS OF RECEIVER.....	24
17.	APPLICATION OF PROCEEDS .....	26
18.	SET-OFF .....	27
19.	DELEGATION.....	27
20.	FURTHER ASSURANCES .....	27
21.	POWER OF ATTORNEY .....	28
22.	CURRENCY CONVERSION .....	28
23.	CHANGES TO THE PARTIES .....	29
24.	MISCELLANEOUS .....	29
25.	COSTS AND EXPENSES.....	31
26.	INDEMNITY .....	32
27.	NOTICES.....	32
28.	CALCULATIONS AND CERTIFICATES.....	33
29.	PARTIAL INVALIDITY .....	33
30.	REMEDIES AND WAIVERS.....	33
31.	AMENDMENTS AND WAIVERS .....	33
32.	COUNTERPARTS .....	33
33.	RELEASE.....	34
34.	GOVERNING LAW.....	34
35.	ENFORCEMENT .....	34

SCHEDULE 1: THE ORIGINAL CHARGORS ..... 35

SCHEDULE 2: DETAILS OF SECURITY ASSETS ..... 36

SCHEDULE 3: FORM OF NOTICE TO AND ACKNOWLEDGEMENT FROM ACCOUNT BANK45

SCHEDULE 4: FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY PARTY TO  
RELEVANT CONTRACT ..... 51

SCHEDULE 5: FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY INSURERS..... 54

SCHEDULE 6: FORM OF ACCESSION DEED ..... 57

**THIS DEBENTURE** is made on 4 May 2022

**BETWEEN**

- (1) **THE COMPANIES LISTED IN SCHEDULE 1 TO THIS DEED (THE "ORIGINAL CHARGORS")**; and
- (2) **TRIPLEPOINT VENTURE GROWTH BDC CORP.**, as security trustee for the Secured Parties (as defined below) (the **"Collateral Agent"**).

**IT IS AGREED:**

## **1. DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

In this Deed:

- (a) terms defined in, or construed for the purposes of, the Loan Agreement (as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed); and

- (b) at all times the following terms have the following meanings:

**"Accession Deed"** means an accession deed substantially in the form set out in schedule 6 (*Form of Accession Deed*);

**"Account Bank"** means each banks and financial institutions listed in part 3 of schedule 1 (*Details of Security Assets*);

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

**"Assigned Assets"** means the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security assignments*);

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

**"Charged Investments"** means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

**"Charged Securities"** means:

- (a) the securities specified in part 2 of schedule 1 (*Details of Security Assets*); and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or *"investments"* (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of this Deed) now or in future owned (legally or beneficially) by a Chargor, held by a nominee, trustee, fiduciary or clearance system on its behalf or in which a Chargor has an interest at any time;

**"Chargors"** means:

- (a) the Original Chargors; and

(b) any other entity which accedes to this Deed pursuant to an Accession Deed;

**"Debenture Security"** means the Security created or evidenced by or pursuant to this Deed or any Accession Deed;

**"Default Rate"** means the rate of interest determined in accordance with Section 7, Paragraph "Default Interest" of the Loan Agreement;

**"Delegate"** means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Collateral Agent or by a Receiver;

**"Excluded Leasehold Property"** has the meaning given to such term in clause 4.7;

**"Insurances"** means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Chargor or in which a Chargor from time to time has an interest, including, without limitation the policies of insurance (if any) specified in part 6 of schedule 1 (*Details of Security Assets*), but excluding any third party liability or public liability insurance and any directors and officers insurance;

**"Intellectual Property"** means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Chargor in, or relating to:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of each Chargor (which may now or in the future subsist),

(including, without limitation, the intellectual property rights (if any) specified in part 4 of schedule 1 (*Details of Security Assets*));

**"Lenders"** means each "Lender" as that term is defined in the Loan Agreement;

**"Loan Agreement"** means the plain English growth capital loan and security agreement dated 4 May 2022 and made between (1) the Chargors as Borrowers, (2) the Chargors as Guarantor, (3) the Lenders named therein and (4) the Collateral Agent (as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time);

**"Loan Documents"** has the meaning given to that term in the Loan Agreement;

**"Party"** means a party to this Deed;

**"Planning Acts"** means (a) the Town and Country Planning Act 1990, (b) the Planning (Listed Buildings and Conservation Areas) Act 1990, (c) the Planning (Hazardous Substances) Act 1990, (d) the Planning (Consequential Provisions) Act 1990, (e) the Planning and Compensation Act 1991, (f) any regulations made pursuant to any of the foregoing and (g) any other legislation of a similar nature;

**"Quasi-Security"** means an arrangement or transaction whereby a Chargor:

- (a) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or may be leased to or re-acquired by it;



- (b) sells, transfers or otherwise disposes of any of its receivables on recourse terms;
- (c) enters into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- (d) enters into any other preferential arrangement having a similar effect;

**"Rack Rent"** means a rent that represents the full open market annual value of a holding;

**"Rack Rate Lease"** means a lease let at a Rack Rent;

**"Real Property"** means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to any Chargor or in which any Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of schedule 1 (*Details of Security Assets*)), together with:

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (b) all easements, rights and agreements in respect thereof; and
- (c) the benefit of all covenants given in respect thereof,

but excluding, in each case, any Short Leasehold Property;

**"Receivables"** means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and
- (b) all proceeds of any of the foregoing;

**"Receiver"** means a receiver, or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Collateral Agent under this Deed;

**"Related Rights"** means, in relation to any Charged Security:

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition; and
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

**"Relevant Contract"** means each agreement specified in part 5 of schedule 1 (*Details of Security Assets*) or in any Accession Deed together with each other agreement supplementing or amending or novating or replacing the same;

**"Secured Obligations"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity

whatsoever) of the Chargor, each Borrower and/or Guarantor to the Secured Parties in any manner whatsoever under or pursuant to any Loan Document (and including all monies covenanted to be paid under this Deed) provided that the Secured Obligations shall not include any Borrower's indebtedness or obligations arising under or in connection with the Excluded Agreements (as defined in the Loan Agreement);

**"Secured Parties"** means the Collateral Agent, any Receiver or Delegate and each of the Lenders from time to time and any other party defined as a "*Secured Party*" in the Loan Agreement;

**"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 Account"** means:

- (a) each account of the Chargors referred to in clause 11.7(a)(iii) as a Security Account; and
- (b) any other account of the Chargors where cash is held by, or on behalf of, any Chargor from time to time;

**"Security Assets"** means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Deed;

**"Security Period"** means the period beginning on the date of this Deed and ending on the date on which:

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (b) no Secured Party has any further commitment, obligation or liability under or pursuant to any Loan Document;

**"Short Leasehold Properties"** means a leasehold property held by a Chargor now or in the future under a lease (whether registered or unregistered) which has an unexpired term of less than seven years at the date of this Deed (or in the case of future acquired leasehold property, at the date of acquisition of such property by the relevant Chargor), save where the continuing occupation of the relevant land or, as the case may be, property is required in order to carry on the business and operations of any Chargor;

**"US Dollars"** means the lawful currency of the United States of America; and

**"VAT"** means:

- (a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and
- (b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a), or imposed elsewhere.

## 1.2 Interpretation

- (a) Unless a contrary indication appears, any reference in this Deed to:

- (i) a **"Borrower"**, a **"Chargor"**, a **"Guarantor"**, a **"Lender"**, the **"Collateral Agent"** or any other **"Secured Party"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Collateral Agent, any person from time to time being appointed as Collateral Agent or Collateral Agents in accordance with the Loan Documents;
- (ii) **"this Deed"**, the **"Loan Agreement"**, any other **"Loan Document"** or any other agreement or instrument is a reference to this Deed, the Loan Agreement, that other Loan Document or that other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of a Chargor, any Borrower and/or Guarantor or provides for further advances);
- (iii) **"Secured Obligations"** includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting a Chargor, any Borrower and/or Guarantor;
- (iv) **"assets"** includes present and future properties, revenues and rights of every description and includes uncalled capital;
- (v) **"including"** or **"includes"** means including or includes without limitation;
- (vi) **"reasonable endeavours"** includes payment by the relevant person of all its own and any third party's reasonable costs, fees and expenses;
- (vii) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- (viii) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
- (ix) a provision of law is a reference to that provision as amended or re-enacted;
- (x) the singular includes the plural and vice versa; and
- (xi) a time of day is a reference to Pacific time.
- (b) Section, clause and schedule headings are for ease of reference only and shall not affect the construction of this Deed.
- (c) References to clauses, paragraphs and schedules are references to clauses, paragraphs and schedules of this Deed unless otherwise stated. References to this Deed include its schedules.
- (d) Each undertaking of a Chargor (other than a payment obligation) contained in this Deed:
  - (i) must be complied with at all times during the Security Period; and
  - (ii) is given by such Chargor for the benefit of the Collateral Agent and each other Secured Party.

- (e) The terms of the other Loan Documents and of any side letters between any of the parties to them in relation to any Loan Document are incorporated in this Deed to the extent required to ensure that any disposition of the Real Property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (f) If the Collateral Agent reasonably considers that an amount paid by any Borrower and/or Guarantor to a Secured Party under a Loan Document is capable of being avoided or otherwise set aside on the liquidation or administration of such Borrower and/or Guarantor, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- (g) An Event of Default is "**continuing**" if it has not been waived in writing to the satisfaction of the Lenders and the Collateral Agent.
- (h) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

### **1.3 Joint and several**

The liabilities and obligations of each Chargor under this Deed are joint and several. Each Chargor agrees to be bound by this Deed notwithstanding that any other Chargor which was intended to sign or be bound by this Deed did not so sign or is not bound by this Deed.

### **1.4 Trust**

All Security and dispositions made or created, and all obligations and undertakings contained in this Deed to, in favour of or for the benefit of the Collateral Agent are made, created and entered into in favour of the Collateral Agent as trustee for the Secured Parties from time to time on the terms of the Loan Agreement.

### **1.5 Third party rights**

Save as expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

## **2. COVENANT TO PAY**

### **2.1 Covenant to pay**

- (a) Each Chargor, as principal obligor and not merely as surety, covenants in favour of each Secured Party that it will pay and discharge the Secured Obligations from time to time when they fall due.
- (b) Every payment by a Chargor of a Secured Obligation which is made to or for the benefit of a Secured Party to which that Secured Obligation is due and payable, shall operate in satisfaction to the same extent of the covenant contained in clause 2.1(a).

### **2.2 Default interest**

- (a) Any amount which is not paid under this Deed when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the rate and in the manner agreed in the Loan Document under which

such amount is payable and, in the absence of such agreement, at the Default Rate from time to time.

- (b) Default interest will accrue from day to day on a year of 360 days and will be compounded at such intervals as the Lender states are appropriate.

### **3. GRANT OF SECURITY**

#### **3.1 Nature of security**

All Security and dispositions created or made by or pursuant to this Deed (including for the avoidance of doubt pursuant to any Accession Deed) are created or made:

- (a) in favour of the Collateral Agent;
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) as continuing security for payment of the Secured Obligations.

#### **3.2 Qualifying floating charge**

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to this Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

### **4. FIXED SECURITY**

#### **4.1 Fixed charges**

Each Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:

- (a) by way of first legal mortgage:
  - (i) the Real Property (if any) specified in part 1 of schedule 1 (*Details of Security Assets*); and
  - (ii) all other Real Property (if any) at the date of this Deed vested in, or charged to, any Chargor (not charged by clause 4.1(a)(i));
- (b) by way of first fixed charge:
  - (i) all other Real Property and all interests in Real Property (not charged by clause 4.1(a));
  - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land; and
  - (iii) the proceeds of sale of all Real Property;
- (c) by way of first fixed charge all plant and machinery (not charged by clause 4.1(a) or 4.1(b)) and the benefit of all contracts, licences and warranties relating to the same;
- (d) by way of first fixed charge:

- (i) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1(c)); and
  - (ii) the benefit of all contracts, licences and warranties relating to the same, other than any which are for the time being part of any Chargor's stock-in-trade or work-in-progress);
- (e) by way of first fixed charge:
  - (i) the Charged Securities referred to in part 2 of schedule 1 (*Details of Security Assets*); and
  - (ii) all other Charged Securities (not charged by clause 4.1(e)(i)),in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which such Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;
- (f) by way of first fixed charge:
  - (i) the Security Accounts and all monies at any time standing to the credit of the Security Accounts; and
  - (ii) all other accounts of such Chargor with any bank, financial institution or other person at any time not charged by clause 4.1(f)(i) and all monies at any time standing to the credit of such accounts,in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;
- (g) by way of first fixed charge:
  - (i) the Intellectual Property (if any) specified in part 4 of schedule 1 (*Details of Security Assets*); and
  - (ii) all other Intellectual Property (if any) (not charged by clause 4.1(f)(i));
- (h) to the extent that any Assigned Asset is not effectively assigned under clause 4.2 (*Security assignments*), by way of first fixed charge such Assigned Asset;
- (i) by way of first fixed charge (to the extent not otherwise charged or assigned in this Deed):
  - (i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of such Chargor or the use of any of its assets; and
  - (ii) any letter of credit issued in favour of such Chargor and all bills of exchange and other negotiable instruments held by it; and
- (j) by way of first fixed charge all of the goodwill and uncalled capital of such Chargor.

## 4.2 Security assignments

Each Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to:

- (a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them;
- (b) each of the following:
  - (i) all Insurances specified in part 6 of schedule 1 (*Details of Security Assets*); and
  - (ii) all other Insurances (not assigned by clause 4.2(b)(i)),
 and all claims under the Insurances and all proceeds of the Insurances;
- (c) the Security Accounts and all monies at any time standing to the credit of the Security Accounts, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing; and
- (d) all other Receivables (not assigned under clauses 4.2(a), 4.2(b) or 4.2(c)).

To the extent that any Assigned Asset described in clause 4.2 is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of such Chargor to any proceeds of such Assigned Assets.

## 4.3 Notice of assignment and/or charge - immediate notice

Immediately upon execution of this Deed or an Accession Deed (as applicable) (and immediately upon the obtaining of any Insurance, the execution of any Relevant Contract, the opening of any Security Account (or any Lender or the Collateral Agent notifying the Chargor that Receivables should be paid into a specific account pursuant to clauses 11.7(a)(iii)(B) or 11.7(a)(iii)(C) after the date of this Deed) each Chargor shall:

- (a) in respect of each of its Insurances, deliver a duly completed notice of assignment to each other party to that Insurance, and shall use its reasonable endeavours to procure that each such party executes and delivers to the Collateral Agent an acknowledgement, in each case in the respective forms set out in schedule 4 (*Form of notice to and acknowledgement by insurers*) or such other form as may be acceptable to the Collateral Agent; and
- (b) in respect of each Relevant Contract (to the extent that such Chargor is a party to the relevant document), deliver a duly completed notice of assignment to each other party to that Relevant Contract, and use its reasonable endeavours to procure that each such party executes and delivers to the Collateral Agent an acknowledgement, in each case in the respective forms set out in schedule 3 (*Form of notice to and acknowledgement by party to Relevant Contract*); and
- (c) in respect of its Security Accounts, deliver a duly completed notice to the Account Bank and use its reasonable endeavours to procure that the Account Bank by no later than the first Advance Date executes and delivers to the Collateral Agent an acknowledgement, in each case in the respective forms set out in schedule 2 (*Form of*

*notice to and acknowledgement from Account Bank*), or, in each case, in such other form as the Collateral Agent shall agree.

#### **4.4 Assigned Assets**

The Collateral Agent is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to this Deed.

#### **4.5 Security Accounts**

The Parties acknowledge that the Security Accounts, if not effectively assigned pursuant to clause 4.2(c), shall be subject to a fixed charge pursuant to clause 4.1(f) and, if not effectively charged by way of fixed charge pursuant to clause 4.1(f), shall be charged by way of floating charge pursuant to clause 5(a).

#### **4.6 Receivables**

The Parties acknowledge that the Receivables, if not effectively assigned pursuant to clause 4.2(d), shall be subject to a fixed charge and, if not effectively charged by way of fixed charge, shall be charged by way of floating charge pursuant to clause 5(a).

#### **4.7 Leases restricting charging**

- (a) There shall be excluded from the charge created by clause 4.1 (Fixed charges) any leasehold property held by a Chargor under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its leasehold interest in that property (each an "Excluded Leasehold Property") until the relevant condition, waiver or consent has been satisfied or obtained (and, for the avoidance of doubt, once that relevant condition, waiver or consent has been satisfied or obtained, that leasehold property shall cease to be an Excluded Leasehold Property).
- (b) For each Excluded Leasehold Property (save for any Rack Rate Lease), each relevant Chargor undertakes to apply for the relevant consent or waiver of prohibition or condition within ten Business Days of the date of this Deed or, as the case may be, the date of the Accession Deed or the date of acquisition of the relevant leasehold property and, in respect of each Excluded Leasehold Property which provides that the relevant third party will not unreasonably withhold its consent to charging, to use all reasonable endeavours to obtain that consent as soon as possible and to keep the Collateral Agent regularly informed of the progress of its negotiations.
- (c) Immediately upon receipt of the relevant waiver, or consent, the relevant formerly Excluded Leasehold Property shall stand charged to the Security Agent under clause 4.1 (Fixed charges). If required by the Collateral Agent at any time following receipt of that waiver or consent, the relevant Chargor shall execute a valid legal mortgage in such form as the Collateral Agent shall reasonably require within five Business Days of the relevant waiver or consent being granted.

### **5. FLOATING CHARGE**

Each Chargor charges and agrees to charge by way of first floating charge all of its present and future:



- (a) assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4.1 (*Fixed charges*), clause 4.2 (*Security assignments*) or any other provision of this Deed; and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

## **6. CONVERSION OF FLOATING CHARGE**

### **6.1 Conversion by notice**

The Collateral Agent may, by written notice to a Chargor, convert the floating charge created under this Deed into a fixed charge as regards all or any of the assets of such Chargor specified in the notice if:

- (a) an Event of Default has occurred and is continuing; or
- (b) the Collateral Agent (acting reasonably) considers any Security 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.

### **6.2 Small companies**

The floating charge created under this Deed by the Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Chargor.

### **6.3 Automatic conversion**

The floating charge created under this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:

- (a) in relation to any Security Asset which is subject to a floating charge if:
  - (i) such Chargor creates (or attempts or purports to create) any Security (other than a Permitted Lien) on or over the relevant Security Asset without the prior written consent of the Collateral Agent; or
  - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and
- (b) over all Security Assets of a Chargor which are subject to a floating charge if an administrator is appointed in respect of such Chargor or the Collateral Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).

### **6.4 Scottish property**

Clause 6.3 (*Automatic conversion*) will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion.

### **6.5 Partial conversion**

The giving of a notice by the Collateral Agent pursuant to clause 6.1 (*Conversion by notice*) in relation to any asset or class of assets of any Chargor shall not be construed as a waiver or

abandonment of the rights of the Collateral Agent to serve similar notices in respect of any other asset or class of assets or of any other right of the Collateral Agent and/or the other Secured Parties.

## **7. CONTINUING SECURITY**

### **7.1 Continuing security**

The Debenture Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

### **7.2 Additional and separate security**

This Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Collateral Agent and/or any other Secured Party may at any time hold for any Secured Obligation.

### **7.3 Right to enforce**

This Deed may be enforced against each or any Chargor without the Collateral Agent and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

## **8. LIABILITY OF CHARGORS RELATING TO SECURITY ASSETS**

Notwithstanding anything contained in this Deed or implied to the contrary, each Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Collateral Agent is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

## **9. ACCOUNTS**

No monies at any time standing to the credit of any account (of any type and however designated) of any Chargor with the Collateral Agent and/or any other Secured Party (or any of them) or in which any Chargor has an interest (and no rights and benefits relating thereto) shall be capable of being assigned to any person other than a Secured Party.

## **10. REPRESENTATIONS**

### **10.1 General**

Each Original Chargor makes the representations and warranties set out in this clause 10 to the Collateral Agent and to each other Secured Party.

### **10.2 No Security Interests**

No Security or Quasi-Security exists over all or any of the present or future Security Assets of any Chargor other than:

- (a) as created by this Deed; and
- (b) as permitted by the Loan Agreement.

### **10.3 Ranking**

The Debenture Security has or will have first ranking priority and is not subject to any prior ranking or pari passu ranking security save in respect of any Permitted Liens that are specifically designated as senior in priority.

### **10.4 Ownership of Security Assets**

Each Original Chargor is the sole legal and beneficial owner of all of the Security Assets identified against its name in schedule 1 (*Details of Security Assets*).

### **10.5 No proceedings pending or threatened**

Except as specified in the Loan Agreement, or to any Chargor's knowledge, there are no actions, suits or proceedings at law or in equity or by, or before any court, arbitral body, agency or governmental authority now pending or to any Chargor's knowledge, threatened against or affecting any Chargor or any of the Chargors' Subsidiaries or any of the Chargors' or any of the Chargors' Subsidiaries' respective businesses, properties or rights which involve any Loan Document or Excluded Agreement.

### **10.6 Charged Securities**

- (a) The Charged Securities listed in part 2 of schedule 1 (*Details of Security Assets*) are fully paid and constitute the entire share capital owned by each Original Chargor in the relevant company and constitute the entire issued share capital of each such company.
- (b) No Chargor has sent any original share certificate (signed electronically or otherwise) to act as, or supplemental to, security granted in favour of any party other than the Collateral Agent.

### **10.7 Real Property**

In relation to the Real Property, part 1 of schedule 1 (*Details of Security Assets*) identifies all freehold and leasehold Real Property which is beneficially owned by each Original Chargor at the date of this Deed.

### **10.8 Security Accounts**

The Security Accounts listed in part 2 of schedule 1 (*Details of Security Assets*) are all the accounts held by the Original Chargors at the date of this Deed.

### **10.9 Time when representations made**

- (a) All the representations and warranties in this clause 10 are made by each Chargor on the date of this Deed and are also deemed to be made by each Chargor on the date of each Advance.
- (b) 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 existing at the date the representation or warranty is deemed to be made.

## **11. UNDERTAKINGS BY CHARGORS**

### **11.1 Negative pledge and Disposals**

- (a) No Chargor shall do or agree to do any of the following without the prior written consent of the Collateral Agent save as permitted pursuant to Section 12 (*Your Covenants to Us – Dispositions, Liens and Encumbrances*) of the Loan Agreement:
  - (i) create or permit to subsist any Security or Quasi-Security on any Security Asset other than as created by this Deed and except for as permitted by the Loan Agreement; or
  - (ii) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not the whole or any part of its interest in) any Security Asset, or any other preferential arrangement having a similar effect, except as permitted by the Loan Agreement.
- (b) If at any time a Chargor does not comply with any of its obligations under paragraph 11.1(a) above in respect of any Intellectual Property the fixed charge granted in favour of the Collateral Agent pursuant to clause 4.1(g) shall be deemed to apply to all Intellectual Property owned by that Chargor.
- (c) For the avoidance of doubt, the Intellectual Property owned by the Original Chargors as at the date of this Deed is specified in part 4 of schedule 1 of this Deed (*Intellectual Property*).

### **11.2 Security Assets generally**

Each Chargor shall:

- (a) notify the Collateral Agent within 14 days of receipt of every material notice, order, application, requirement or proposal given or made in relation to the Security Assets by any competent authority, and (if required by the Collateral Agent):
  - (i) immediately provide it with a copy of the same; and
  - (ii) either (A) comply with such notice, order, application, requirement or proposal or (B) make such objections to the same as the Collateral Agent may require or approve;
- (b) pay all rates, rents and other outgoings owed by it in respect of the Security Assets;
- (c) comply with:
  - (i) all obligations in relation to the Security Assets under any present or future regulation or requirement of any competent authority or any Authorisation; and
  - (ii) all covenants and obligations affecting any Security Asset (or its manner of use),

where failure to do so has or is reasonably likely to have a Material Adverse Effect;

- (d) take or cause to be taken all actions necessary to protect and defend its title to the Security Assets and the Collateral Agent's Lien on the Security Assets. Each Chargor

shall at all times keep the Security Assets, and the assets and properties of each of its Subsidiaries, free and clear from any legal process or Liens whatsoever (except for Permitted Liens) and shall give the Collateral Agent prompt written notice of any legal process affecting the Security Assets or the assets and properties of its Subsidiaries, or any Liens on the Security Assets or the assets and properties of its Subsidiaries.

- (e) provide the Collateral Agent with all information which it may reasonably request in relation to the Security Assets; and
- (f) maintain and protect its Security Assets (and those of its Subsidiaries), including its equipment and fixtures, in good working order, repair and condition (taking into consideration ordinary wear and tear) and from time to time make or cause to be made all necessary and proper repairs, renewals and replacements and shall completely manage and care for its property in accordance with prudent industry practices.

### **11.3 Deposit of documents and notices**

Each Chargor shall:

- (a) unless the Collateral Agent otherwise confirms in writing (and without prejudice to clause 11.11(a)), deposit with the Collateral Agent, within three Business Days of receiving such request from the Collateral Agent:
  - (i) all deeds and documents of title relating to the Security Assets; and
  - (ii) all local land charges, land charges and the Land Registry search certificates and similar documents received by or on behalf of a Chargor,(each of which the Collateral Agent may hold throughout the Security Period); and
- (b) immediately on request by the Collateral Agent, affix to any plant, machinery, fixtures, fittings, computers, vehicles, office equipment, other equipment and other asset for the time being owned by it (in a prominent position) a durable notice of this Deed (in any form required by the Collateral Agent (acting reasonably)).

### **11.4 Real Property undertakings - acquisitions and notices to the Land Registry**

- (a) Each Chargor shall notify the Collateral Agent promptly upon the acquisition of any estate or interest in any freehold or leasehold property.
- (b) Save for any Rack Rate Lease, each Chargor shall, in respect of any freehold or leasehold Real Property which is acquired by it after the date of this Deed, the title which is registered at the Land Registry or the title to which is required to be so registered:
  - (i) within three Business Days of the aforementioned acquisition, give the Land Registry written notice of this Deed; and
  - (ii) procure that notice of this Deed is clearly noted in the Register to each such title.

### **11.5 Real Property undertakings - maintenance**

- (a) Each Chargor shall maintain all buildings and erections forming part of the Security Assets in a good state of repair.
- (a) No Chargor shall, except with the prior written consent of the Collateral Agent (such consent not to be unreasonably withheld):
  - (i) confer on any person any lease or tenancy of any of the Real Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power);
  - (ii) confer on any person any right or licence to occupy any land or buildings forming part of the Real Property; or
  - (iii) grant any licence to assign or sub-let any part of the Real Property.
- (b) No Chargor shall carry out any development within the meaning of the Planning Acts in or upon any part of the Real Property without first obtaining such permissions as may be required under or by virtue of the Planning Acts and, in the case of development involving a substantial change in the structure of, or a change of use of, any part of the Real Property, without first obtaining the written consent of the Collateral Agent.
- (c) No Chargor shall do, or permit to be done, anything as a result of which any lease may be liable to forfeiture or otherwise be determined.
- (b) Each Chargor shall permit the Collateral Agent and any person nominated by it at all reasonable times with reasonable notice to enter any part of the Real Property and view the state of it.

### **11.6 Insurance Policies**

- (a) Each Chargor shall at all times comply with its obligations as to insurance contained in the Loan Agreement (and in particular, Section 10 (*Insurance*) of the Loan Agreement).
- (b) If at any time a Chargor defaults in:
  - (i) effecting or keeping up the insurances required under the Loan Agreement; or
  - (ii) producing any insurance policy or receipt to the Collateral Agent within three Business Days of demand,

the Collateral Agent may (without prejudice to its rights under clause 12 (*Power to remedy*)) take out or renew such policies of insurance in any sum which the Collateral Agent may reasonably think expedient. All monies which are expended by the Collateral Agent in doing so shall be deemed to be properly paid by the Collateral Agent and shall be reimbursed by such Chargor on demand.
- (c) Each Chargor shall notify the Collateral Agent if any material claim arises or may be made under the Insurances.
- (d) Each Chargor shall, subject to the rights of the Collateral Agent under clause 11.6(e), diligently pursue its rights under the Insurances.

- (e) In relation to the proceeds of Insurances:
  - (i) the Collateral Agent shall have the sole right to settle or sue for any such claim (but before a Default shall do so as agent for the relevant Chargor) and to give any discharge for insurance monies;
  - (ii) provided that no Event of Default has occurred and is continuing, the relevant Chargor may apply all monies received or receivable under any Insurances in repairing or replacing the asset damaged or destroyed; and
  - (iii) subject to clause 11.6(e)(ii), all claims and monies received or receivable under any Insurances shall (subject to the rights or claims of any lessor or landlord of any part of the Security Assets) be applied in accordance with the Loan Agreement or after the occurrence of an Event of Default which is continuing, in permanent reduction of the Secured Obligations in accordance with the Loan Agreement or as otherwise may be directed by the Collateral Agent in writing (acting in its sole discretion).

#### **11.7 Dealings with and realisation of Receivables and operation of Security Accounts**

- (a) Each Chargor shall:
  - (i) without prejudice to clause 11.1 (*Negative pledge and Disposals*) (but in addition to the restrictions in that clause), not, without the prior written consent of the Collateral Agent, sell, assign, charge, factor or discount or in any other manner deal with any Receivable;
  - (ii) collect all Receivables promptly in the ordinary course of trading as agent for the Collateral Agent;
  - (iii) promptly and any event within two business days of receipt pay all monies which it receives in respect of the Receivables into:
    - (A) the account(s) specified in part 3 of schedule 1 (*Details of Security Assets*) as a Security Account;
    - (B) such specially designated account(s) with the Collateral Agent as the Collateral Agent may from time to time direct; or
    - (C) such other account(s) with such other bank as the Collateral Agent may from time to time direct,(each such account(s) together with all additions to or renewals or replacements thereof (in whatever currency) being a "**Security Account**"; and
  - (iv) pending such payment, hold all monies so received upon trust for the Collateral Agent.
- (b) Each Chargor shall deal with the Receivables (both collected and uncollected) and the Security Accounts in accordance with any directions given in writing from time to time by the Collateral Agent and, in default of and subject to such directions, in accordance with this Deed.

- (c) Each Chargor shall deliver to the Collateral Agent such information as to the amount and nature of its Receivables as the Collateral Agent may from time to time reasonably require (taking into account the requirements of the Loan Documents).

#### **11.8 Operation of Security Accounts**

- (a) At any time following the occurrence of an Event of Default which is continuing, no Chargor shall withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Security Account without the prior written consent of the Collateral Agent and the Collateral Agent shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer.
- (b) If the right of a Chargor to withdraw the proceeds of any Receivables or other cash standing to the credit of a Security Account results in the charge over that Security Account being characterised as a floating charge, that will not affect the nature of any other fixed security created by any Chargor under this Deed on any of its outstanding Receivables and/or cash.

#### **11.9 Account Bank and notices**

Each Chargor shall deliver to the relevant Account Bank a duly completed notice and shall use reasonable endeavours to procure that such Account Bank executes and delivers to the Collateral Agent an acknowledgement, in each case in the respective forms set out in schedule 2 (Form of notice to and acknowledgement from Account Bank).

#### **11.10 Change of Account Bank**

- (a) The Account Bank may only be changed to another bank or financial institution with the prior consent of the Collateral Agent (with such consent not to be unreasonably withheld) and provided that each Chargor has delivered to the proposed new Account Bank a duly completed notice and the Chargor has used reasonable endeavours to procure that the proposed new Account Bank execute and deliver to the Collateral Agent an acknowledgement, in each case in the respective forms set out in schedule 2 (*Form of notice to and acknowledgement from Account Bank*).
- (b) A change only becomes effective when the proposed new Account Bank agrees with the Collateral Agent and the relevant Chargor (in a manner satisfactory to the Collateral Agent (acting reasonably)) to fulfil the role of the Account Bank under this Deed.
- (c) If there is a change of Account Bank, the net amount (if any) standing to the credit of the relevant Security Accounts maintained with the old Account Bank will be transferred to the corresponding Security Accounts maintained with the new Account Bank immediately upon the appointment taking effect. By this Deed each Chargor irrevocably gives all authorisations and instructions necessary for any such transfer to be made.
- (d) Each Chargor shall take any action which the Collateral Agent requires to facilitate a change of Account Bank and any transfer of credit balances (including the execution of bank mandate forms) and irrevocably appoints the Collateral Agent as its attorney to take any such action if it should fail to do so.



#### 11.11 Charged Investments - protection of Security

- (a) Each Chargor shall, immediately upon execution of this Deed or an Accession Deed (as applicable) or (if later), as soon as is practicable after its acquisition of any Charged Securities, by way of security for the Secured Obligations:
  - (i) deposit with the Collateral Agent (or as the Collateral Agent may direct), all certificates and other documents of title or evidence of ownership to the Charged Securities and their Related Rights; and
  - (ii) execute and deliver to the Collateral Agent:
    - (A) instruments of transfer in respect of the Charged Securities (executed in blank and left undated), and/or
    - (B) such other documents as the Collateral Agent shall reasonably require to enable it (or its nominees) to be registered as the owner of or otherwise to acquire a legal title to the Charged Securities and their Related Rights (or to pass legal title to any purchaser).
- (b) Each Chargor shall:
  - (i) promptly give notice to any custodian of any agreement with such Chargor in respect of any Charged Investment in a form the Collateral Agent (acting reasonably) may require; and
  - (ii) use reasonable endeavours to ensure that the custodian acknowledges that notice in a form the Collateral Agent may require.
- (c) If so requested by the Collateral Agent, each Chargor shall:
  - (i) instruct any clearance system to transfer any Charged Investment held by it for such Chargor or its nominee to an account of the Collateral Agent or its nominee with such clearance system; and
  - (ii) take whatever action the Collateral Agent may request for the dematerialisation or rematerialisation of any Charged Investment held in a clearance system.
- (d) Without prejudice to the rest of this clause 11.11, the Collateral Agent may, at the expense of the relevant Chargor, take whatever action is required for the dematerialisation or rematerialisation of the Charged Investments.
- (e) Each Chargor shall promptly pay all calls or other payments which may become due in respect of the Charged Investments.
- (f) Each Chargor shall not nominate another person to enjoy or exercise all or any of its specified rights in relation to its Charged Investments, as contemplated by section 145 of the Companies Act 2006 or otherwise.
- (g) Without limiting its obligations under clause 11.2(e), each Chargor shall comply with all requests for information within its knowledge relating to the Charged Investments which are made under section 793 of the Companies Act 2006 or which could be made under section 793 if the relevant company were a public limited company or under any similar provision contained in the articles of association or other constitutional documents of the relevant company and, if it fails to do so, the

Collateral Agent may provide such information as it may have on behalf of such Chargor.

#### **11.12 Rights in respect of Charged Investments**

- (a) Until an Event of Default occurs and is continuing, each Chargor shall be entitled to:
  - (i) receive and retain all dividends, distributions and other monies paid on or derived from its Charged Securities; and
  - (ii) exercise all voting and other rights and powers attaching to its Charged Securities, provided that it must not do so in a manner which:
    - (A) has the effect of changing the terms of such Charged Securities (or any class of them) or of any Related Rights unless permitted by the Loan Documents; or
    - (B) is prejudicial to the interests of the Collateral Agent and/or the other Secured Parties.
- (b) At any time following the occurrence of an Event of Default which is continuing, the Collateral Agent may complete the instrument(s) of transfer for all or any Charged Securities on behalf of any Chargor in favour of itself or such other person as it may select.
- (c) At any time when any Charged Security is registered in the name of the Collateral Agent or its nominee, the Collateral Agent shall be under no duty to:
  - (i) ensure that any dividends, distributions or other monies payable in respect of such Charged Security are duly and promptly paid or received by it or its nominee; or
  - (ii) verify that the correct amounts are paid or received; or
  - (iii) take any action in connection with the taking up of any (or any offer of any) Related Rights in respect of or in substitution for, any such Charged Security.

#### **11.13 Relevant Contracts**

- (a) No Chargor shall, except with the prior written consent of the Collateral Agent (with such consent not to be unreasonably withheld), amend or waive any material term of any Relevant Contract, terminate any Relevant Contract or release any other party from its obligations under any Relevant Contract.
- (b) Each Chargor shall duly perform its obligations under each Relevant Contract, shall notify the Collateral Agent of any material default by it or any other party under any Relevant Contract and shall not take any action which will reduce or impede recoveries in respect of any Assigned Asset.
- (c) Each Chargor shall provide to the Collateral Agent, as soon as practicable upon receipt, copies of all notices and information received by it from any other party to any Relevant Contract.

#### **11.14 Intellectual Property**

Each Chargor will:

- (a) preserve and maintain the subsistence and validity of the Intellectual Property;
- (b) use reasonable endeavours to prevent any infringement in any material respect of the Intellectual Property;
- (c) make registrations and pay all registration fees and taxes necessary to maintain the Intellectual Property in full force and effect and record its interest in that Intellectual Property;
- (d) not use or permit the Intellectual Property to be used in a way or take any step or omit to take any step in respect of that Intellectual Property which may materially and adversely affect the existence or value of the Intellectual Property or imperil the rights of the Chargors to use such property; and
- (e) not discontinue the use of the Intellectual Property.

## **12. POWER TO REMEDY**

### **12.1 Power to remedy**

If at any time a Chargor does not comply with any of its obligations under this Deed, the Collateral Agent (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. The relevant Chargor irrevocably authorises the Collateral Agent and its employees and agents by way of security to do all such things (including entering the property of such Chargor) which are necessary or desirable to rectify that default.

### **12.2 Mortgagee in possession**

The exercise of the powers of the Collateral Agent under this clause 12 shall not render it, or any other Secured Party, liable as a mortgagee in possession.

### **12.3 Monies expended**

The relevant Chargor shall pay to the Collateral Agent on demand any monies which are expended by the Collateral Agent in exercising its powers under this clause 12, together with interest at the Default Rate from the date on which those monies were expended by the Collateral Agent (both before and after judgment) and otherwise in accordance with clause 2.2 (*Default interest*).

## **13. WHEN SECURITY BECOMES ENFORCEABLE**

### **13.1 When enforceable**

This Debenture Security shall become immediately enforceable upon the occurrence of an Event of Default which is continuing and shall remain so for so long as such Event of Default is continuing.

### **13.2 Statutory powers**

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Deed) shall be immediately exercisable upon and at any time after the occurrence of any Event of Default which is continuing and for so long as such Event of Default is continuing.

### **13.3 Enforcement**

After this Debenture Security has become enforceable, the Collateral Agent may in its absolute discretion enforce all or any part of the Debenture Security in such manner as it sees fit.

## **14. ENFORCEMENT OF SECURITY**

### **14.1 General**

For the purposes of all rights and powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to the Debenture Security.

### **14.2 Powers of leasing**

The statutory powers of leasing conferred on the Collateral Agent are extended so as to authorise the Collateral Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Collateral Agent may think fit and without the need to comply with section 99 or 100 of the Act.

### **14.3 Powers of Collateral Agent**

- (a) At any time after the Debenture Security becomes enforceable (or if so requested by any Chargor by written notice at any time), the Collateral Agent may without further notice (unless required by law):
  - (i) appoint any person (or persons) to be a receiver, receiver and manager or administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets; and/or
  - (ii) appoint or apply for the appointment of any person who is appropriately qualified as administrator of a Chargor; and/or
  - (iii) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver; and/or
  - (iv) exercise (in the name of any Chargor and without any further consent or authority of such Chargor) any voting rights and any powers or rights which may be exercised by any person(s) in whose name any Charged Investment is registered or who is the holder of any of them.
- (b) The Collateral Agent is not entitled to appoint a Receiver in respect of any Security Assets of any Chargor which are subject to a charge which (as created) was a floating charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of such Chargor.

### **14.4 Redemption of prior mortgages**

At any time after the Debenture Security has become enforceable, the Collateral Agent 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 holder of any prior Security and any accounts so settled and passed shall be conclusive and binding on each Chargor.

All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the relevant Chargor to the Collateral Agent on demand.

#### **14.5 Privileges**

- (a) Each Receiver and the Collateral Agent is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply.
- (b) To the extent that the Security Assets constitute "*financial collateral*" and this Deed and the obligations of the Chargors 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 (SI 2003 No. 3226)) each Receiver and the Collateral Agent shall have the right after this Debenture Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.
- (c) For the purpose of clause 14.5(b) above, the value of the financial collateral appropriated shall be such amount as the Receiver or Collateral Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

#### **14.6 No liability**

- (a) Neither the Collateral Agent, any other Secured Party nor any Receiver shall be liable (A) in respect of all or any part of the Security Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct).
- (b) Without prejudice to the generality of clause 14.6(a), neither the Collateral Agent, any other Secured Party nor any Receiver shall 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.

#### **14.7 Protection of third parties**

No person (including a purchaser) dealing with the Collateral Agent or any Receiver or Delegate will be concerned to enquire:

- (a) whether the Secured Obligations have become payable; or
- (b) whether any power which the Collateral Agent or the Receiver is purporting to exercise has become exercisable; or
- (c) whether any money remains due under any Loan Document; or
- (d) how any money paid to the Collateral Agent or to the Receiver is to be applied.

## **15. RECEIVER**

### **15.1 Removal and replacement**

The Collateral Agent may from time to time remove any Receiver appointed by it (subject, in the case of an administrative receivership, to section 45 of the Insolvency Act 1986) and, whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated.

### **15.2 Multiple Receivers**

If at any time there is more than one Receiver of all or any part of the Security Assets and/or the income of the Security Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document).

### **15.3 Remuneration**

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Collateral Agent (or, failing such agreement, to be fixed by the Collateral Agent).

### **15.4 Payment by Receiver**

Only monies actually paid by a Receiver to the Collateral Agent in relation to the Secured Obligations shall be capable of being applied by the Collateral Agent in discharge of the Secured Obligations.

### **15.5 Agent of Chargors**

Any Receiver shall be the agent of the Chargor in respect of which it is appointed. Such Chargor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for the Receiver's acts and defaults and for the payment of his remuneration. No Secured Party shall incur any liability (either to such Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

## **16. POWERS OF RECEIVER**

### **16.1 General powers**

Any Receiver shall have:

- (a) all the powers which are conferred on the Collateral Agent by clause 14.3 (*Powers of Collateral Agent*);
- (b) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act;
- (c) (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986; and
- (d) all powers which are conferred by any other law conferring power on receivers.

### **16.2 Additional powers**

In addition to the powers referred to in clause 16.1 (*General powers*), a Receiver shall have the following powers:

- (a) to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed;
- (b) to manage the Security Assets and the business of any Chargor as he thinks fit;
- (c) to redeem any Security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- (d) to sell or concur in selling, leasing or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act and without limitation:
  - (i) fixtures may be severed and sold separately from the Real Property containing them, without the consent of any Chargor;
  - (ii) the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party); and
  - (iii) any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit;
- (e) to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which any Chargor was concerned or interested before his appointment (being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land);
- (f) to carry out any sale, lease or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the name of the relevant Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, such Chargor;
- (g) to take any such proceedings (in the name of any of the relevant Chargors or otherwise) as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment);
- (h) to enter into or make any such agreement, arrangement or compromise as he shall think fit;
- (i) to insure, and to renew any insurances in respect of, the Security Assets as he shall think fit (or as the Collateral Agent shall direct);
- (j) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm);
- (k) to form one or more Subsidiaries of any Chargor, and to transfer to any such Subsidiary all or any part of the Security Assets;

- (l) to operate any rent review clause in respect of any Real Property in respect of which he was appointed (or any part thereof) and to apply for any new or extended lease; and
- (m) to:
  - (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Security Asset;
  - (ii) exercise in relation to each Security Asset all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets; and
  - (iii) use the name of any Chargor for any of the above purposes.

## **17. APPLICATION OF PROCEEDS**

### **17.1 Application**

All monies received by the Collateral Agent or any Receiver after the Debenture Security has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to the Debenture Security) be applied in the following order:

- (a) *first*, in satisfaction of, or provision for, all costs, charges and expenses incurred, and payments made by the Collateral Agent, any other Secured Party or any Receiver or Delegate and of all remuneration due to the Receiver in connection with this Deed or the Security Assets;
- (b) *secondly*, in or towards satisfaction of the remaining Secured Obligations in accordance with clause 17.3 (*Appropriation*); and
- (c) *thirdly*, in payment of any surplus to any Chargor or other person entitled to it.

### **17.2 Contingencies**

If the Debenture Security is enforced at a time when no amounts are due under the Loan Documents (but at a time when amounts may become so due), the Collateral Agent or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account (bearing interest at such rate (if any) as the Collateral Agent may determine).

### **17.3 Appropriation and suspense accounts**

- (a) Subject to clause 17.1 (*Application*), the Collateral Agent shall apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations in any order or manner which it may determine.
- (b) Any such appropriation shall override any appropriation by any Chargor.
- (c) All monies received, recovered or realised by the Collateral Agent under or in connection with this Deed may at the discretion of the Collateral Agent be credited to a separate interest-bearing suspense account for so long as the Collateral Agent determines (with interest accruing thereon at such rate (if any) as the Collateral Agent may determine) without the Collateral Agent having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Secured Obligations.



## **18. SET-OFF**

### **18.1 Set-off rights**

- (a) The Collateral Agent and each other Secured Party may (but shall not be obliged to) at any time set off any obligation which is due and payable by any Chargor and unpaid (whether under the Loan Documents or which has been assigned to the Collateral Agent or such other Secured Party by any other Chargor) against any obligation (whether or not matured) owed by the Collateral Agent or such other Secured Party to such Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- (b) At any time after the Debenture Security has become enforceable (and in addition to its rights under clause 18.1(a)), the Collateral Agent and each other Secured Party may (but shall not be obliged to) set off any contingent liability owed by a Chargor under any Loan Document against any obligation (whether or not matured) owed by the Collateral Agent or such other Secured Party to such Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- (c) If the obligations are in different currencies, the Collateral Agent or such other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (d) If either obligation is unliquidated or unascertained, the Collateral Agent or such other Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation.

## **19. DELEGATION**

Each of the Collateral Agent and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by them under this Deed upon any terms (including power to sub-delegate) which it may think fit. Neither the Collateral Agent nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

## **20. FURTHER ASSURANCES**

### **20.1 Further action**

Each Chargor shall, at its own expense, as soon as reasonably practicable do all acts and execute all documents as the Collateral Agent or a Receiver may reasonably specify (and in such form as the Collateral Agent or a Receiver may reasonably require) for:

- (a) creating, perfecting or protecting the Security intended to be created by this Deed; and
- (b) if an Event of Default has occurred and is continuing, facilitating the realisation of any Security Asset;
- (c) if an Event of Default has occurred and is continuing, facilitating the exercise of any rights, powers and remedies exercisable by the Collateral Agent, any other Secured Party, or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Loan Documents or by law; or

- (d) creating and perfecting Security in favour of the Collateral Agent over any property and assets of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to this Deed.

This includes:

- (i) the re-execution of this Deed;
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Collateral Agent or to its nominee; and
- (iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Collateral Agent may think necessary.

## **20.2 Loan Documents**

Each Chargor shall (and the Parent shall procure that each Chargor, Borrower and/or Guarantor 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, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Collateral Agent or the Secured Parties by or pursuant to this Deed.

## **20.3 Specific security**

Without prejudice to the generality of clause 20.1 (*Further action*), each Chargor will promptly upon request by the Collateral Agent execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under this Deed (including any fixed security arising or intended to arise pursuant to clause 6 (*Conversion of floating charge*)).

## **21. POWER OF ATTORNEY**

### **21.1 Appointment and Powers**

Each Chargor, by way of security, irrevocably and severally appoints the Collateral Agent, each Receiver and any Delegate to be its attorney to take any action which such Chargor is obliged to take under this Deed, including under clause 20 (*Further assurances*), but which such Chargor has failed to take. Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

### **21.2 Exercise of power of attorney**

The Collateral Agent may only exercise the power of attorney granted pursuant to clause 21.1 above after the occurrence of an Event of Default which is continuing.

## **22. CURRENCY CONVERSION**

All monies received or held by the Collateral Agent or any Receiver under this Deed may be converted from their existing currency into such other currency as the Collateral Agent or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Collateral Agent's spot rate of exchange for the purchase of the relevant currency with US Dollars in the London foreign exchange

market at or about 11.00am on a particular day. Each Chargor shall indemnify the Collateral Agent against all costs, charges and expenses incurred in relation to such conversion. Neither the Collateral Agent nor any Receiver shall have any liability to any Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

## **23. CHANGES TO THE PARTIES**

### **23.1 Chargors**

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

### **23.2 Collateral Agent**

The Collateral Agent may assign or transfer all or any part of its rights under this Deed pursuant to the resignation or removal of the Collateral Agent in accordance with Loan Agreement. Each Chargor shall, promptly upon being requested to do so by the Collateral Agent, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

### **23.3 Accession Deed**

Each Chargor:

- (a) consents to new Subsidiaries of the Original Chargors becoming Chargors as contemplated by the Loan Documents; and
- (b) irrevocably authorises the Parent to agree to and sign any duly completed Accession Deed as agent and attorney for and on behalf of such Chargor.

## **24. MISCELLANEOUS**

### **24.1 New accounts**

- (c) If the Collateral Agent or any other Secured Party receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security (other than a Permitted Lien) affecting any Security Asset and/or the proceeds of sale of any Security Asset or any guarantee under the Loan Documents ceases to continue in force, it may open a new account or accounts for any Chargor. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice.
- (d) As from that time all payments made to the Collateral Agent or such other Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations.

### **24.2 Tacking**

- (a) Each Lender shall perform its obligations under the Loan Agreement (including any obligation to make available further advances).
- (b) This Deed secures advances already made and further advances to be made.

### **24.3 Articles of association**

Each Chargor certifies that the Debenture Security does not contravene any of the provisions of the articles of association of that Chargor.

#### 24.4 Land Registry

- (a) Each Chargor shall apply to the Chief Land Registrar (and consents to such an application being made by or on behalf of the Collateral Agent) for a restriction in the following terms to be entered on the Register of Title relating to any property registered at the Land Registry (or any unregistered land subject to first registration) and against which this Deed may be noted:

*"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 TRIPLEPOINT VENTURE GROWTH BDC CORP. referred to in the charges register or conveyancer."*

- (b) Each Chargor:
- (i) authorises the Collateral Agent to make any application which the Collateral Agent deems appropriate for the designation of this Deed or any other Loan Document as an exempt information document under rule 136 of the Land Registration Rules 2003;
  - (ii) shall use reasonable endeavours to assist with any such application made by or on behalf of the Collateral Agent; and
  - (iii) shall notify the Collateral Agent in writing as soon as it receives notice of any person's application under rule 137 of the Land Registration Rules 2003 for the disclosure of this Deed or any other Loan Document, following its designation as an exempt information document.
- (e) No Chargor shall make any application under rule 138 of the Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document.
- (c) Each Chargor shall promptly make all applications to and filings with the Land Registry which are necessary or desirable under the Land Registration Rules 2003 to protect the Debenture Security.

#### 24.5 Protective clauses

- (a) Each Chargor is deemed to be a principal debtor in relation to this Deed. The obligations of each Chargor under, and the security intended to be created by, this Deed shall not be impaired by any forbearance, neglect, indulgence, extension or time, release, surrender or loss of securities, dealing, amendment or arrangement by any Secured Party which would otherwise have reduced, released or prejudiced this Debenture Security or any surety liability of a Chargor (whether or not known to it or to any Secured Party).
- (b) 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 or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Loan Document to the contrary.
- (c) The paragraphs "Waiver of Defences", "Guarantor Intent", "Appropriations" and "Deferral of Your Rights" in Section 17 (*Cross-Guaranty*) of the Loan Agreement

apply in relation to this Deed as if references to the obligations referred to in such clauses were references to the obligations of each Chargor under this Deed.

#### **24.6 Payments**

Subject to clause 24.7 (*Gross-up*), all payments to be made by the Chargors in respect of this Deed shall be made:

- (a) in immediately available funds to the credit of such account as the Collateral Agent may designate; and
- (b) without (and free and clear of, and without any deduction for, or on account of):
  - (i) any set-off or counterclaim; or
  - (ii) except to the extent compelled by law, any deduction or withholding for or on account of taxes.

#### **24.7 Gross-up**

If any Chargor is compelled by law to make any deduction or withholding from any sum payable under this Deed to the Collateral Agent, the sum so payable by the Chargor shall be increased so as to result in the receipt by the Collateral Agent of a net amount equal to the full amount expressed to be payable under this Deed.

### **25. COSTS AND EXPENSES**

#### **25.1 Transaction and amendment expenses**

Each Chargor shall promptly on demand pay to the Collateral Agent the amount of all costs, charges and expenses (including, without limitation, legal fees, valuation, accountancy and consultancy fees (and any VAT or similar Tax thereon)) reasonably incurred by the Collateral Agent in connection with:

- (f) the negotiation, preparation, printing, execution, registration, perfection and completion of this Deed, the Security or any document referred to in this Deed; or
- (g) any actual or proposed amendment or extension of, or any waiver or consent under, this Deed.

#### **25.2 Enforcement and preservation costs**

Each Chargor shall promptly on demand pay to the Collateral Agent and any Receiver the amount of all costs, charges and expenses (including, without limitation, legal fees (and any VAT or similar Tax thereon)) incurred by it in connection with the enforcement, exercise or preservation (or the attempted enforcement, exercise or preservation) of any of their respective rights under this Deed or any document referred to in this Deed or the Security (including all remuneration of the Receiver).

#### **25.3 Default interest**

Any amount demanded under clause 25.1 (*Transaction and amendment expenses*) or 25.2 (*Enforcement and preservation costs*) shall bear interest at the Default Rate (both before and after judgment) from the day on which those costs, charges or expenses were paid, incurred or charged by the relevant person and otherwise in accordance with clause 2.2 (*Default interest*).

## **26. INDEMNITY**

Each Chargor shall indemnify the Collateral Agent, any Receiver and any attorney, agent or other person appointed by the Collateral Agent under this Deed and the Collateral Agent's officers and employees (each an "**Indemnified Party**") on demand against any cost, loss, liability or expense incurred by any Indemnified Party (unless caused by that Indemnified Party's own fraud, negligence or wilful misconduct) as a result of or in connection with:

- (a) anything done or omitted in the exercise or purported exercise of the powers contained in this Deed;
- (b) the Security Assets or the use or holding of them by any person; or
- (c) any breach by any Chargor of any of its obligations under this Deed

## **27. NOTICES**

### **27.1 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 (but not by email).

### **27.2 Addresses**

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is:

- (a) in the case of each Chargor, that identified with its name below; and
- (b) in the case of the Collateral Agent, that identified with its name below,
- (c) or any substitute address, fax number or department or officer as the Chargor or the Collateral Agent may notify to the other Party by not less than five Business Days' notice.

### **27.3 Delivery**

- (a) Subject to clause 27.3(b), any communication or document made or delivered by one Party to another under, or in connection with, this Deed will only be effective:
  - (i) if by way of fax, when received in legible form; or
  - (ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post, postage prepaid, in an envelope addressed to it at that address,
  - (iii) and, if a particular department or officer is specified as part of its address details provided under clause 27.2 (*Addresses*), if addressed to that department or officer.
- (b) Any communication or document to be made or delivered to the Collateral Agent will be effective only when received by the Collateral Agent and then only if it is expressly marked for the attention of the department or officer identified with the signature of the Collateral Agent below (or any substitute department or officer as the Collateral Agent shall specify for this purpose).

#### **27.4 Notices through Parent**

- (a) All communications and documents from the Chargors shall be sent through the Parent and all communications and documents to the Chargors may be sent through the Parent.
- (b) Any communication or document made or delivered to the Parent in accordance with this clause 27.4(b) will be deemed to have been made or delivered to each of the Chargors.

#### **27.5 No deemed notice to Collateral Agent**

Any notice to the Collateral Agent shall be deemed to have been given only on actual receipt by the Collateral Agent.

#### **28. CALCULATIONS AND CERTIFICATES**

Any certificate of or determination by a Secured Party, the Collateral Agent specifying the amount of any Secured Obligation due from the Chargors (including details of any relevant calculation thereof) is, in the absence of manifest error, conclusive evidence against the Chargors of the matters to which it relates.

#### **29. PARTIAL INVALIDITY**

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any 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.

#### **30. REMEDIES AND WAIVERS**

No failure to exercise, nor any delay in exercising, on the part of the Collateral Agent (or any other Secured Party), 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 are cumulative and not exclusive of any rights or remedies provided by law.

#### **31. AMENDMENTS AND WAIVERS**

Any provision of this Deed may be amended only if the Collateral Agent and each Chargor so agree in writing and any breach of this Deed may be waived before or after it occurs only if the Collateral Agent so agrees in writing. A waiver given or consent granted by the Collateral Agent under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

#### **32. COUNTERPARTS**

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Deed.

### **33. RELEASE**

#### **33.1 Release**

Upon the expiry of the Security Period (but not otherwise) the Collateral Agent shall promptly, at the request and cost of the Chargors, take whatever action is necessary to release or re-assign (without recourse or warranty) the Security Assets from the Security.

#### **33.2 Reinstatement**

Where any discharge (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Chargors under this Deed shall continue as if the discharge or arrangement had not occurred. The Collateral Agent may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

### **34. GOVERNING LAW**

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

### **35. ENFORCEMENT**

- (a) 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 or termination of this Deed or any non-contractual obligation 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 35 is for the benefit of the Lenders and Secured Parties only. As a result, no Lender or Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lenders and Secured Parties may take concurrent proceedings in any number of jurisdictions.

**IN WITNESS** of which this Deed has been duly executed by each Original Chargor as a deed and duly executed by the Collateral Agent and has been delivered on the first date specified on page 1 of this Deed by each Original Chargor.



**SCHEDULE 1: THE ORIGINAL CHARGORS**

<b>Company name</b>	<b>Registered number</b>	<b>Registered office</b>
Quick Commerce Ltd	13025451	1 <sup>st</sup> Floor, Buckhurst House, 42/44 Buckhurst Avenue, Sevenoaks, Kent, England TN13 1LZ
Zapp Holding Limited	13474598	1 <sup>st</sup> Floor, Buckhurst House, 42/44 Buckhurst Avenue, Sevenoaks, Kent, England TN13 1LZ
Zapp Commerce (UK) Ltd	13479459	1 <sup>st</sup> Floor, Buckhurst House, 42/44 Buckhurst Avenue, Sevenoaks, Kent, England TN13 1LZ

**SCHEDULE 2: DETAILS OF SECURITY ASSETS****Part 1 - Real Property**

None as at the date of this Deed

**Part 2 - Charged Securities**

<b>Chargor</b>	<b>Name of company in which shares are held</b>	<b>Class of shares held</b>	<b>Number of shares held</b>	<b>Issued share capital</b>
Quick Commerce Ltd	Zapp Holding Limited	Ordinary	100	100 Ordinary shares of £1.00 each
Zapp Holding Limited	Zapp Commerce (UK) Ltd	Ordinary	100	100 Ordinary shares of £1.00 each


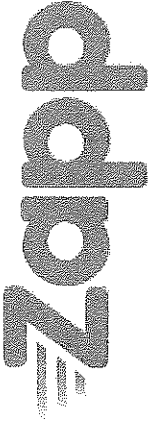
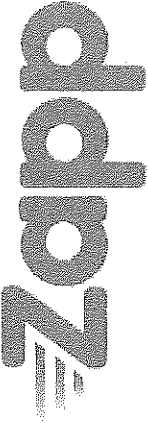
## Part 3 - Security Accounts

Account Holder	Account Name	Account Number	Sort Code	IBAN	Account Bank	Account bank branch address
Quick Commerce Ltd	SVB EUR Account	██████████558	██████████	N/A	Silicon Valley Bank	Silicon Valley Bank, Alphabeta, 14-18 Finsbury Square, London EC2A 1BR
Quick Commerce Ltd	SVB GBP Account	██████████531	██████████	N/A	Silicon Valley Bank	Silicon Valley Bank, Alphabeta, 14-18 Finsbury Square, London EC2A 1BR
Quick Commerce Ltd	SVB USD Account	██████████166	██████████	N/A	Silicon Valley Bank	Silicon Valley Bank, Alphabeta, 14-18 Finsbury Square, London EC2A 1BR
Quick Commerce Ltd	Barclays GBP	██████████942	██████████	N/A	Barclays Bank PLC	1 CHURCHILL PLACE Canary Wharf, London, E14 5HP
Quick Commerce Ltd	BNP EUR Account	N/A	N/A	██████████ ██████████473	BNP Paribas S.A.	16 BOULEVARD DES ITALIENS, Paris, 75450 France
Quick Commerce Ltd	Rabobank EUR Account	N/A	N/A	██████████101	Coöperatieve Rabobank U.A.	CROESLAAN 18, 3521 CB, NL
Quick Commerce Ltd	Rabobank GBP Account	N/A	N/A	██████████101	Coöperatieve Rabobank U.A.	CROESLAAN 18, 3521 CB, NL
Quick Commerce Ltd	Spendesk Prepaid Account (NL)	N/A	N/A	██████████ 712	Spendesk	Vault 14, Level 2, Valletta Waterfront, Floriana FRN 1914,

							Malta
Quick Commerce Ltd	Spendesk Prepaid Account (UK)			322	- N/A		41 Luke St, London EC2A 4DP
Quick Commerce Ltd	Revolut EUR Main	N/A		N/A	22	7	7 Westferry Circus, E14 4HD, London, United Kingdom
Quick Commerce Ltd	Revolut GBP - Expansion			994	N/A		7 Westferry Circus, E14 4HD, London, United Kingdom
Quick Commerce Ltd	Revolut GBP - Last Mile			667	N/A		7 Westferry Circus, E14 4HD, London, United Kingdom
Quick Commerce Ltd	Revolut GBP - Marketing & Growth			727	N/A		7 Westferry Circus, E14 4HD, London, United Kingdom
Quick Commerce Ltd	Revolut GBP - People & Org			634	N/A		7 Westferry Circus, E14 4HD, London, United Kingdom
Quick Commerce Ltd	Revolut GBP - Procurement			707	N/A		7 Westferry Circus, E14 4HD, London, United Kingdom
Quick Commerce Ltd	Revolut GBP - Supply Chain			141	N/A		7 Westferry Circus, E14 4HD, London, United Kingdom
Quick Commerce Ltd	Revolut GBP - Technology			115	N/A		7 Westferry Circus, E14 4HD, London, United Kingdom
Quick Commerce Ltd	Revolut GBP Main			938	N/A		7 Westferry Circus, E14 4HD, London, United Kingdom
Quick Commerce Ltd	Revolut USD Main	N/A		N/A	22	7	7 Westferry Circus, E14 4HD, London, United Kingdom
Quick Commerce Ltd	Pleo Prepaid Account			219	N/A		1 Old Nichol St, London E2 7HR


Quick Commerce Ltd	Moorepay Account (Fortnightly)	[REDACTED]	[REDACTED] 890	N/A	Starling Bank	2 Finsbury Avenue, London EC2M 2PP
Quick Commerce Ltd	Moorepay Account (Monthly)	[REDACTED]	[REDACTED] 604	N/A	Starling Bank	2 Finsbury Avenue, London EC2M 2PP
Quick Commerce Ltd	Worldfirst EUR Account	N/A	N/A	[REDACTED] 932	Worldfirst	CITIBANK EUROPE PLC NETHERLANDS BRANCH, WTC BUILDING, TOWER D FLOOR 8, SCHIPHOL BOULEVARD 257, SCHIPHOL, NL

Part 4 - Intellectual Property

Owner	Trade Mark	Country	Application No	Application Date	Registration No	Registration Date	Classes	Status	Next Renewal Due
Australia									
Quick Commerce Ltd		Australia	2184809	8 Jun 2021			9, 35, 36, 39, 42, 43	Pending - Objections raised	
Austria									
Quick Commerce Ltd		Austria	AM11722/2021	15 Jun 2021	314895	11 Aug 2021	9, 35, 36, 38, 39, 42, 43	Registered	15 Jun 2031
Benelux									
Quick Commerce Ltd		Benelux	1444502	8 Jun 2021	1444502	21 Sep 2021	9, 35, 36, 39, 42, 43	Registered	8 Jun 2031
Canada									

Quick Commerce Ltd

ZAPP Logo



Canada

2114075

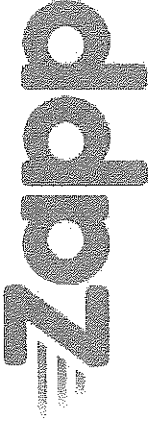
15 Jun 2021

9, 35, 36, Pending  
39, 42, Awaiting  
43 Examination

EUTM

Quick Commerce Ltd

ZAPP Logo



EUTM

018355250

15 Dec 2020

9, 35, 36,  
39, 42, Opposed  
43

France

Quick Commerce Ltd

ZAPP Logo



France

4776704

14 Jun 2021

4776704

14 Jan 2022

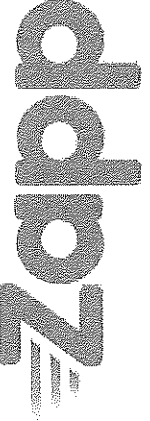
9, 35, 36,  
39, 42, Registered  
43

14 Jun 2031

French Polynesia

Quick Commerce Ltd

ZAPP Logo



French Polynesia

4776704

14 Jun 2021

4776704

14 Jan 2022

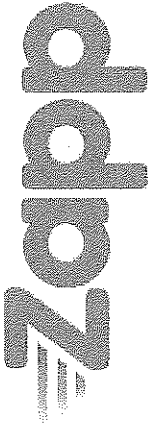
9, 35, 36,  
39, 42, Registered  
43

14 Jun 2031

Germany

Quick Commerce Ltd

ZAPP Logo



Germany

3020211105044

15 Jun 2021

302021110504

18 Jan 2022


9, 35, 36, 39, 42, Registered 2031

15 Jun 2031

Ireland

Quick Commerce Ltd

ZAPP Logo



Ireland

2021/01397


15 Jul 2021

9, 35, 36, Pending - 39, 42, Objections raised 43

Italy

Quick Commerce Ltd

ZAPP Logo



Italy

302021000111098

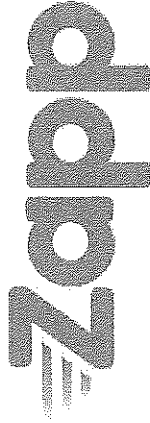
15 Jun 2021

9, 35, 36, Pending - 39, 42, Awaiting Examination 43

Monaco

Quick Commerce Ltd

ZAPP Logo



Monaco

21.00333

15 Jun 2021

21.00333

15 Jun 2021


9, 35, 36, 39, 42, Registered 2031

15 Jun 2031

Spain



Quick Commerce Ltd



Spain

M4127473

15 Jun 2021

4127473


21 Mar 2022

9, 35, 36, 39, 42, Registered 2031

15 Jun 2031

Switzerland

Quick Commerce Ltd



Switzerland

09437/2021

14 Jun 2021

774852


11 Jan 2022

9, 35, 36, 39, 42, Registered 2031

14 Jun 2031

United Kingdom

Quick Commerce Ltd



United Kingdom


UK00003568343

15 Dec 2020

9, 35, 36, 39, 42, Opposed 43

United States of America

Quick Commerce Ltd



United States America

of 90773617

15 Jun 2021

9, 35, 36, Pending 39, 42, Objections raised 43 -

**Part 5 - Relevant Contracts**

None as at the date of this Deed.

**Part 6 - Insurances**

Chargor	Insurer	Policy start date	Policy number	Comments
Quick Commerce Ltd	Aviva Insurance Limited	21/01/2022	100726413CCI	Combined Business Insurance (Public, Product, Employer, Commercial Legal,

### SCHEDULE 3: FORM OF NOTICE TO AND ACKNOWLEDGEMENT FROM ACCOUNT BANK

To: *[Name and address of Account Bank]*

Dated: [◆] ] 2022

Dear Sirs

1. This letter constitutes notice to you that by a debenture dated [◆] 2022 (the “**Charge**”) we have assigned to [TRIPLEPOINT ENTITY] as collateral agent (the “**Collateral Agent**”) all our rights, title and interest in and to sums deposited or to be deposited with you in the accounts listed in Schedule 1 to this letter together with the accounts themselves (together the “**Charged Accounts**”).
2. We irrevocably authorise and instruct you to:
  - 2.1 disclose to the Collateral Agent any information relating to the Charged Accounts requested from you by the Collateral Agent without any reference to or further authority from us;
  - 2.2 operate the Charged Accounts in accordance with the Account Mandate until you have been given notice pursuant to paragraph 2.3 of this letter;
  - 2.3 comply with any written notice or instruction relating to the Charged Accounts (or any of them) received by you from the Collateral Agent following receipt by you of a notice in the form set out in Schedule 2 to this letter (the “**Default Notice**”). For the avoidance of doubt, prior to receipt of the Default Notice, you shall comply with instructions relating to the Charged Accounts of [insert name of customer], but upon receipt of the Default Notice you should only permit moneys to be drawn on or debited to the Charged Accounts in accordance with the written directions of the Collateral Agent;
  - 2.4 debit the Charged Accounts (or any of them) with your costs and charges in connection with the opening, maintenance and operation of the Charged Accounts both before and after receipt by you of a Default Notice; and
  - 2.5 exercise any right of combination, consolidation, merger or set-off which you may have in respect of any moneys standing or accruing to the credit of the Charged Accounts up until the time that you receive a Default Notice.
3. Any notice, instruction or consent given by the Collateral Agent to you shall be made by one or more of the persons listed in Schedule 3 to this letter (together with specimen signatures) (the “**Authorised Signatories**”). For the avoidance of doubt nothing in this paragraph 4 will affect the protection afforded to you under the terms of this letter and in particular under sub-paragraph 2.3 and paragraph 6 of this letter.
4. We shall at all times indemnify you and keep you indemnified fully and effectively from and against all losses, damages, liabilities and costs and expenses that you may incur in connection with or by reason of you complying with the terms of this letter or in relation to the Charged Accounts.
5. The instructions and authorisations that are contained in this letter shall remain in full force and effect until revoked or varied with the specific prior written consent of the Collateral Agent.

6. Any direction, instruction, notice or consent that is given or purports to be given for and on behalf of the Collateral Agent shall be conclusive evidence for all purposes.
7. This letter shall be governed by and construed in accordance with English law.
8. Please confirm your agreement to this letter by sending the acknowledgement set out in Schedule 4 to the letter to the Collateral Agent with a copy to us.

Yours faithfully

For and on behalf of [insert name of the customer]

**Schedule 1**

**Charged Accounts**

<b>Name</b>	<b>Account number</b>	<b>Sort Code</b>
-------------	-----------------------	------------------

[insert details of Charged Accounts]

## Schedule 2

### Default Notice

To: **[Name and address of Account Bank]**

From: [TRIPLEPOINT ENTITY]  
2755 Sand Hill Rd., Ste. 150  
Menlo Park, CA 94025

[Date] 2022

Dear Sirs

In accordance with the terms of the notice dated [insert date] ("**Letter**"), we hereby notify you that pursuant to the loan document dated [insert date] made between ourselves and [insert name of customer] ("**Loan Agreement**") an Event of Default has occurred (as defined in the Loan Agreement). This letter constitutes a Default Notice under the terms of the Letter.

A copy of this Default Notice has been sent to [insert name of customer].

Yours faithfully

Authorised Signatory  
For and on behalf of [TRIPLEPOINT ENTITY]

**Schedule 3**

**Authorised Signatories of the Collateral Agent**

Name	Specimen Signature
------	--------------------

#### Schedule 4

#### Acknowledgement

From: *[Name and address of Account Bank]*

To: [TRIPLEPOINT ENTITY]  
2755 Sand Hill Rd., Ste. 150  
Menlo Park, CA 94025

Copy to: *[Name and address of Company]*

[Date] 2022

Dear Sirs

We acknowledge receipt of the notice dated [insert date] from [insert name of customer] (the “**Notice**”). Capitalised terms defined in the Notice have, unless expressly defined in this Acknowledgement or the context otherwise requires, the same meaning in this Acknowledgement.

We agree that, until we receive a Default Notice from you revoking the arrangements set out in the Notice we will, subject to the completion of all applicable “know-your-customer” requirements, comply with the terms of the Notice to the extent permitted by law and we confirm that:

- (a) prior to receipt of a Default Notice, we shall comply with instructions relating to the Charged Accounts from [insert name of customer];
- (b) upon receipt of a Default Notice from you, we shall not exercise or seek to assert or exercise any right of combination, consolidation, merger or set-off which we may have in respect of any moneys standing or accruing to the credit of the Charged Accounts save to the extent of any costs and expenses we may incur by reason of any dispute regarding the Charged Accounts and/or any account charges or other charges in respect of the maintenance and operation of the Charged Accounts; and
- (c) based on the facts actually available to the officer who has signed this acknowledgement on our behalf, (having made all reasonable enquiries) and not further or otherwise, we have not received any notice (other than the Notice) that [insert name of customer] has assigned or charged its rights to the Charged Accounts or the sums standing to the credit of the Charged Accounts or otherwise granted any security or interest over those monies in favour of any third party.

By entering into this acknowledgement we do not make any representations as to the enforceability or validity of the arrangements between you, any third party and [insert name of customer].

This acknowledgement shall be governed by and construed in accordance with English Law.

Yours faithfully

*[Name Account Bank]*



**SCHEDULE 4: FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY PARTY TO  
RELEVANT CONTRACT**

To: *[Insert name and address of relevant party]*

Dated: [◆] ] 2022

Dear Sirs

**Re:** *[describe Relevant Contract]* dated [◆] ] 20[◆] between (1) you and [◆] ]  
and (2) [◆] ] (the "Chargor")

1. We give notice that, by a debenture dated [◆] ] 2022 (the "**Debenture**"), we have assigned to [TRIPLEPOINT ENTITY] (the "**Collateral Agent**") all our present and future right, title and interest in and to *[insert details of Relevant Contract]* (together with any other agreement supplementing or amending the same, the "**Agreement**") including all rights and remedies in connection with the Agreement and all proceeds and claims arising from the Agreement.
2. You may continue to deal with us in relation to the Agreement until you receive written notice to the contrary from the Collateral Agent notifying you that an Event of Default has occurred, and is continuing, pursuant to the terms of the Agreement (a "**Default Notice**"). Thereafter we will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Collateral Agent.
3. After the receipt of a valid Default Notice we irrevocably authorise and instruct you from time to time:
  - (a) to disclose to the Collateral Agent at our expense (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure), such information relating to the Agreement as the Collateral Agent may from time to time request;
  - (b) to hold all sums from time to time due and payable by you to us under the Agreement to the order of the Collateral Agent;
  - (c) to pay or release all or any part of the sums from time to time due and payable by you to us under the Agreement only in accordance with the written instructions given to you by the Collateral Agent from time to time;
  - (d) to comply with any written notice or instructions in any way relating to, or purporting to relate to, the Debenture or the Agreement or the debts represented thereby which you receive at any time from the Collateral Agent without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction; and
  - (e) to send copies of all notices and other information given or received under the Agreement to the Collateral Agent.
4. For the avoidance of doubt, the provisions set out in paragraph 3 above do not apply prior to your receipt of a Default Notice.
5. We are not permitted to receive from you, otherwise than through the Collateral Agent, any amount in respect of or on account of the sums payable to us from time to time under the

Agreement or to agree any amendment or supplement to, or waive any obligation under, the Agreement without the prior written consent of the Collateral Agent.

6. This notice may only be revoked or amended with the prior written consent of the Collateral Agent.
7. Please confirm by completing the enclosed copy of this notice and returning it to the Collateral Agent (with a copy to us) that you agree to the above and that:
  - (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice;
  - (b) you have not, at the date this notice is returned to the Collateral Agent, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Agreement or any proceeds of it and you will notify the Collateral Agent promptly if you should do so in future;
  - (c) you will not permit any sums to be paid to us or any other person (other than the Collateral Agent) under or pursuant to the Agreement without the prior written consent of the Collateral Agent; and
  - (d) you will not exercise any right to terminate the Agreement or take any action to amend or supplement the Agreement without the prior written consent of the Collateral Agent.
8. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

\_\_\_\_\_  
for and on behalf of

[insert *Chargor company name*]

*[On copy]*

To: **[TRIPLEPOINT ENTITY]**  
as Collateral Agent  
2755 Sand Hill Rd., Ste. 150  
Menlo Park, CA 94025

Copy to: **[CHARGOR]**  
*[Chargor address]*

Dear Sirs

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters set out in clause [5] in the above notice.

---

for and on behalf of  
*[Name of relevant party]*

Dated: [◆ ] 2022

**SCHEDULE 5: FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY INSURERS**To: *[Insert name and address of insurer]*

Dated: [◆] ] 2022

Dear Sirs

*[Describe insurance policies]* dated [◆] ] 2022 between (1) you and (2) [◆] ]  
 (the "**Chargor**")

2. We give notice that, by a debenture dated [◆] ] 2022 (the "**Debenture**"), we have [assigned] to [TRIPLEPOINT ENTITY] (the "**Collateral Agent**") all our present and future right, title and interest in and to the Policies (together with any other agreement supplementing or amending the same, the "**Policies**") including all rights and remedies in connection with the Policies and all proceeds and claims arising from the Policies.
3. You may continue to deal with us in relation to the Policies until you receive written notice to the contrary from the Collateral Agent notifying you that an Event of Default has occurred, and is continuing, pursuant to the terms of the Agreement (a "**Default Notice**"). Thereafter we will cease to have any right to deal with you in relation to the Policies and therefore from that time you should deal only with the Collateral Agent.
4. After the receipt of a valid Default Notice we irrevocably authorise and instruct you from time to time:
  - (a) to disclose to the Collateral Agent at our expense without any reference to or further authority from us (and without any enquiry by you as to the justification for such disclosure), such information relating to the Policies as the Collateral Agent may from time to time request;
  - (b) to hold all sums from time to time due and payable by you to us under the Policies to the order of the Collateral Agent;
  - (c) to pay or release all or any part of the sums from time to time due and payable by you to us under the Policies only in accordance with the written instructions given to you by the Collateral Agent from time to time;
  - (d) to comply with any written notice or instructions in any way relating to, or purporting to relate to, the Debenture, the sums payable to us from time to time under the Policies or the debts represented by them which you may receive from the Collateral Agent (without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction); and
  - (e) to send copies of all notices and other information given or received under the Policies to the Collateral Agent.
5. For the avoidance of doubt, the provisions set out in paragraph 4 above do not apply prior to your receipt of a Default Notice.
6. We irrevocably instruct you, with effect from the date of this notice, to note on the relevant Policies the Collateral Agent's interest as loss payee and as first priority assignee of the Policies and the rights, remedies, proceeds and claims referred to above.

7. We are not permitted to receive from you, otherwise than through the Collateral Agent, any amount in respect of or on account of the sums payable to us from time to time under the Policies or to agree any amendment or supplement to, or waive any obligation under, the Policies without the prior written consent of the Collateral Agent.
8. This notice may only be revoked or amended with the prior written consent of the Collateral Agent.
9. Please confirm by completing the enclosed copy of this notice and returning it to the Collateral Agent (with a copy to us) that you agree to the above and that:
  - (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice;
  - (b) you have not, at the date this notice is returned to the Collateral Agent, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Policies or any proceeds of them or any breach of the terms of any Policy and you will notify the Collateral Agent promptly if you should do so in future;
  - (c) you will not permit any sums to be paid to us or any other person under or pursuant to the Policies without the prior written consent of the Collateral Agent; and
    - (i) you will not exercise any right to terminate, cancel, vary or waive the Policies or take any action to amend or supplement the Policies without the prior written consent of the Collateral Agent.
10. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

---

for and on behalf of  
[insert *Chargor company name*]

[*On copy*]

To:           **[TRIPLEPOINT ENTITY]**  
                  as Collateral Agent  
                  2755 Sand Hill Rd., Ste. 150  
                  Menlo Park, CA 94025

Copy to:       **[CHARGOR]**  
                  [*Chargor address*]

Dear Sirs

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters set out in clause [6] in the above notice. [We have noted the Collateral Agent's interest as [first loss payee and][first priority assignee] on the Policies.]

---

for and on behalf of  
[*Name of relevant insurer*]

Dated: [◆           ] 20[◆]

## SCHEDULE 6: FORM OF ACCESSION DEED

THIS ACCESSION DEED is made on

2022

### BETWEEN

- (1) [[◆ ] LIMITED a company incorporated in [◆ ] with registered number [◆ ] (the "Acceding Company")][EACH COMPANY LISTED IN SCHEDULE 1 (each an "Acceding Company")];
- (2) Quick Commerce Ltd(the "Parent"); and
- (3) [◆ ] (as Collateral Agent for the Secured Parties (as defined below)) (the "Collateral Agent").

### BACKGROUND

This Accession Deed is supplemental to a debenture dated [◆ ] 2022 and made between (1) the Chargors named in it and (2) the Collateral Agent (the "Debenture").

### IT IS AGREED:

#### 1. DEFINITIONS AND INTERPRETATION

##### (a) Definitions

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

##### (b) Construction

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

#### 2. ACCESSION OF THE ACCEDING COMPANY

##### (a) Accession

[The/Each] Acceding Company:

- (i) unconditionally and irrevocably undertakes to and agrees with the Collateral Agent to observe and be bound by the Debenture; and
- (ii) creates and grants [at the date of this Deed] the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors.

**(b) Covenant to pay**

Without prejudice to the generality of clause 2(a) (*Accession*), [the/each] Acceding Company (jointly and severally with the other Chargors [and each other Acceding Company]), covenants in the terms set out in clause 2 (*Covenant to pay*) of the Debenture.

**(c) Charge and assignment**

Without prejudice to the generality of clause 2(a) (*Accession*), [the/each] Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Collateral Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (*Grant of security*), 4 (*Fixed security*) and 5 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing):

- (i) by way of first legal mortgage all the freehold and leasehold Real Property (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified [against its name] in part 1 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) (if any));
- (ii) by way of first fixed charge:
  - (A) all the Charged Securities (including, without limitation, those specified [against its name] in part 2 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) (if any)); together with
  - (B) all Related Rights from time to time accruing to them;
- (iii) by way of first fixed charge each of its Security Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified [against its name] in part 3 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*)) and all monies at any time standing to the credit of such accounts;
- (iv) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified [against its name] in part 4 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) (if any));
- (v) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified [against its name] in part 5 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them; and
- (vi) by way of absolute assignment the Insurances (including, without limitation, those specified [against its name] in part 6 of schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) (if any)), all claims under the Insurances and all proceeds of the Insurances.



(d) **Representations**

[The/Each] Acceding Company makes the representations and warranties set out in this paragraph 2(d) to the Collateral Agent and to each other Secured Party as at the date of this Accession Deed:

- (i) [each/the] Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified [against its name] in schedule 2 (*Details of Security Assets*);
- (ii) the Charged Securities listed in [part 2 of] schedule 2 to the Accession Deed (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) constitute the entire share capital owned by [each/the] Acceding Company in the relevant company [and constitute the entire share capital of each such company]; and
- (iii) [part 1 of] schedule 2 (*Details of Security Assets owned by the [Acceding Company/Acceding Companies]*) identifies all freehold and leasehold Real Property which is beneficially owned by [each/the] Acceding Company at the date of this Deed.

(e) **Consent**

Pursuant to clause [23.3] (*Accession Deed*) of the Debenture, the Parent (as agent for itself and the existing Chargors):

- (i) consents to the accession of [the/each] Acceding Company to the Debenture on the terms of this Accession Deed; and
- (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if [the/each] Acceding Company had been named in the Debenture as a Chargor.

**3. CONSTRUCTION OF DEBENTURE**

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed.

**4. THIRD PARTY RIGHTS**

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

**5. NOTICE DETAILS**

Notice details for [the/each] Acceding Company are those identified with its name below.

**6. COUNTERPARTS**

This Accession Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Accession Deed.

**7. GOVERNING LAW**

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

**IN WITNESS** of which this Accession Deed has been duly executed by [the/each] Acceding Company and the Parent as a deed and duly executed by the Collateral Agent and has been delivered on the first date specified on page 1 of this Accession Deed][by [the/each] Acceding Company and the Parent].

SCHEDULE 1 TO THE ACCESSION DEED

The Acceding Companies

Company name	Registered number	Registered office
[ ♦ ]	[ ♦ ]	[ ♦ ]
[ ♦ ]	[ ♦ ]	[ ♦ ]
[ ♦ ]	[ ♦ ]	[ ♦ ]
[ ♦ ]	[ ♦ ]	[ ♦ ]

**SCHEDULE 2 TO THE ACCESSION DEED****Details of Security Assets owned by the [Acceding Company/Acceding Companies]****[Part 1 - Real Property]**

Registered land				
[Acceding Company]	Address	Administrative Area		Title number
[◆ ]	[◆ ]	[◆ ]		[◆ ]
Unregistered land				
[Acceding Company]	Address	Document describing the Real Property		
		Date	Document	Parties
[◆ ]	[◆ ]	[◆ 20◆]	[◆ ]	[◆ ]

**[Part 2 - Charged Securities]**

<b>[Acceding Company]</b>	<b>Name of company in which shares are held</b>	<b>Class of shares held</b>	<b>Number of shares held</b>	<b>Issued share capital</b>
[◆ ]	[◆ ]	[◆ ]	[◆ ]	[◆ ]
[◆ ]	[◆ ]	[◆ ]	[◆ ]	[◆ ]
[◆ ]	[◆ ]	[◆ ]	[◆ ]	[◆ ]

**[Part 3 - Security Accounts]**

<b>Account Holder</b>	<b>Account Number</b>	<b>Account Bank</b>	<b>Account bank branch address and sort code</b>
[◆ ]	[◆ ]	[◆ ]	[◆ ]
[◆ ]	[◆ ]	[◆ ]	[◆ ]
[◆ ]	[◆ ]	[◆ ]	[◆ ]

**[Part 4 - Intellectual Property]**

<b>Part 4A - Trade marks</b>				
<b>Proprietor/ADP number</b>	<b>TM number</b>	<b>Jurisdiction/apparent status</b>	<b>Classes</b>	<b>Mark text</b>
[◆ ]	[◆ ]	[◆ ]	[◆ ]	[◆ ]
[◆ ]	[◆ ]	[◆ ]	[◆ ]	[◆ ]
[◆ ]	[◆ ]	[◆ ]	[◆ ]	[◆ ]

<b>Part 4B - Patents</b>		
<b>Proprietor/ADP number</b>	<b>Patent number</b>	<b>Description</b>
[◆ ]	[◆ ]	[◆ ]
[◆ ]	[◆ ]	[◆ ]
[◆ ]	[◆ ]	[◆ ]

**[Part 5 - Relevant Contracts]**

<b>[Acceding Company]</b>	<b>Date of Relevant Contract</b>	<b>Parties</b>	<b>Details of Relevant Contract</b>
[◆ ]	[◆ 20◆ ]	[◆ ]	[◆ ]
[◆ ]	[◆ 20◆ ]	[◆ ]	[◆ ]

**[Part 6 - Insurances]**

<b>[Acceding Company]</b>	<b>Insurer</b>	<b>Policy number</b>
[◆ ]	[◆ ]	[◆ ]
[◆ ]	[◆ ]	[◆ ]

EXECUTION PAGES OF THE ACCESSION DEED

THE ACCEDING COMPAN[Y][IES]

*EITHER one director in the presence of an attesting witness*

Executed as a deed[, but not delivered until the )  
first date specified on page 1,] by [NAME OF )  
ACCEDING COMPANY] acting by: )

Director \_\_\_\_\_  
Witness signature \_\_\_\_\_  
Witness name: \_\_\_\_\_  
Witness address: \_\_\_\_\_  
\_\_\_\_\_

Address: [◆ ]

Fax: [◆ ]

Attention: [◆ ]

*OR where executing by an individual attorney*

Signed as a deed[, but not delivered until the first )  
date specified on page 1,] by [NAME OF )  
ACCEDING COMPANY] by its attorney )  
\_\_\_\_\_ [acting pursuant to a )  
power of attorney dated [◆ ] 20[◆]] )  
in the presence of: )

Signature \_\_\_\_\_  
as attorney for [NAME OF  
ACCEDING COMPANY]

Witness signature \_\_\_\_\_  
Witness name: \_\_\_\_\_  
Witness address: \_\_\_\_\_  
\_\_\_\_\_

Address: [◆ ]

Fax: [◆ ]

Attention: [◆ ]

**THE PARENT**

***EITHER one director in the presence of an attesting witness***

Executed as a deed[, but not delivered until the )  
first date specified on page 1,] by **[NAME OF )  
PARENT]** acting by: )

Director \_\_\_\_\_  
Witness signature \_\_\_\_\_  
Witness name: \_\_\_\_\_  
Witness address: \_\_\_\_\_  
\_\_\_\_\_

**Address:** [◆ ]  
**Fax:** [◆ ]  
**Attention:** [◆ ]

***OR where executing by an individual attorney***

Signed as a deed[, but not delivered until the first )  
date specified on page 1,] by **[NAME OF )  
PARENT]** by its attorney )  
\_\_\_\_\_ [acting pursuant to a )  
power of attorney dated [◆ ] 20[◆]] )  
in the presence of: )

Signature \_\_\_\_\_  
as attorney for **[NAME OF  
PARENT]**

Witness signature \_\_\_\_\_  
Witness name: \_\_\_\_\_  
Witness address: \_\_\_\_\_  
\_\_\_\_\_

**Address:** [◆ ]  
**Fax:** [◆ ]  
**Attention:** [◆ ]

**THE COLLATERAL AGENT**

Signed by \_\_\_\_\_ for )  
and on behalf of [NAME OF )  
**COLLATERAL AGENT**]: )

Signature \_\_\_\_\_

**Address:** [◆ ]

**Fax:** [◆ ]

**Attention:** [◆ ]

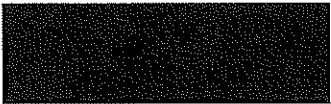


EXECUTION PAGE

THE ORIGINAL CHARGOR

Executed as a deed (but not delivered until the )  
date of this deed) by **Quick Commerce Ltd** )  
acting by a director in the presence of a witness: )

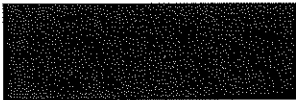
Director



Name (print)

Navid Hadzaad

Director



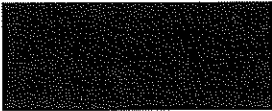

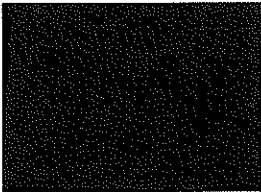
Name (print)

JOSEPH FALTER

**Address:** 1<sup>st</sup> Floor, Buckhurst House, 42/22 Buckhurst Avenue, Sevenoaks, Kent, England, TN13 1LZ

**Attention:** Ngoc Chu

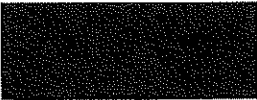
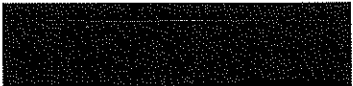

Executed as a deed (but not delivered until the )  
date of this deed) by **Zapp Holding Limited** )  
acting by a director in the presence of a witness: )

	Director	
	Name (print)	<u>Paul Martin</u>
Witness signature		
Witness name:	<u>daniel watson</u>	
Witness address:		

**Address:** 1<sup>st</sup> Floor, Buckhurst House, 42/22 Buckhurst Avenue, Sevenoaks, Kent, England, TN13 1LZ

**Attention:** Ngoc Chu

Executed as a deed (but not delivered until the )  
date of this deed) by **Zapp Commerce (UK) Ltd** )  
acting by a director in the presence of a witness: )

	Director	
	Name (print)	<u>Paul Martin</u>
Witness signature		
Witness name:	<u>daniel watson</u>	
Witness address:		


**Address:** 1<sup>st</sup> Floor, Buckhurst House, 42/22 Buckhurst Avenue, Sevenoaks, Kent, England, TN13 1LZ

**Attention:** Ngoc Chu

**THE COLLATERAL AGENT**

Signed by Kevin W. Thorne for )  
and on behalf of **TRIPLEPOINT** )  
**VENTURE GROWTH BDC CORP.** by )  
**TriplePoint Advisers LLC, its investment**  
**adviser**

Signature

A black rectangular box redacting the signature of Kevin W. Thorne.

**Address:** 2755 Sand Hill Road, Ste. 150, Menlo Park, CA94025

**Facsimile No:** (001) 650 854 1850

**Attention:** Sajal Srivastava, President