



**Registration of a Charge**

Company Name: **PURPOSE MIDCO LIMITED**

Company Number: **14570776**



XBWCRHA8

Received for filing in Electronic Format on the: **31/01/2023**

**Details of Charge**

Date of creation: **27/01/2023**

Charge code: **1457 0776 0001**

Persons entitled: **OAKNORTH BANK PLC AS SECURITY TRUSTEE FOR THE FINANCE PARTIES**

Brief description:

**Contains fixed charge(s).**

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

**Contains negative pledge.**

**Authentication of Form**

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

**Authentication of Instrument**

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

Certified by: **GATELEY PLC**



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

Company number: 14570776

Charge code: 1457 0776 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th January 2023 and created by PURPOSE MIDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st January 2023 .

Given at Companies House, Cardiff on 1st February 2023

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**

27th January 2023

**PURPOSE BIDCO LIMITED**

**PURPOSE MIDCO LIMITED**

as chargors

and

**OAKNORTH BANK plc**

as security trustee

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**DEBENTURE**

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THIS DEED is made on 27th January

2023

**BETWEEN:**

- (1) **PURPOSE BIDCO LIMITED**, a company registered in England and Wales with registered number 14571728, whose registered office is at 39 Sloane Street, London, United Kingdom, SW1X 9LP;
- (2) **PURPOSE MIDCO LIMITED**, a company registered in England and Wales with registered number 14570776, whose registered office is at 39 Sloane Street, London, United Kingdom, SW1X 9LP (each a **Chargor**”, together the “**Chargors**”); and
- (3) **OAKNORTH BANK plc** as security trustee for each of the Finance Parties (the “**Security Trustee**”).

IT IS AGREED as follows:

**1. DEFINITIONS, CONSTRUCTION AND THIRD PARTY RIGHTS**

**1.1 Definitions**

Terms defined in the Offer Letter shall, unless otherwise defined in this Deed or unless a contrary intention appears, bear the same meaning when used in this Deed and the following terms shall have the following meanings:

**"Account Proceeds"** means all amounts (including interest) from time to time standing to the credit of any bank or other account of a Chargor with any bank, building society, financial institution or other person (including the Accounts) and the debts represented thereby.

**"Administrator"** means a person appointed under Schedule B1 to the Insolvency Act 1986 to manage a Chargor's affairs, business and property.

**"Charged Assets"** means the assets mortgaged, charged or assigned pursuant to Clauses 3 (*Security*) and 4.1 (*Creation of Floating Charge*) of this Deed.

**"Debts"** means all of a Chargor's present and future book and other debts, revenues and monetary claims, whether actual or contingent, and whether originally owing to a Chargor or purchased or acquired by it, and all things in action which may give rise to any debt, revenue or monetary claim and the benefit of any related Security, guarantee or other rights of any nature relating thereto and any proceeds of any of the above.

**"Declared Default"** means an Event of Default in respect of which the Agent has served a notice and/or exercised any of its rights pursuant to Clause 21.18 of the Conditions.

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

**"EU Regulation"** means the Council of the European Union Regulation 1346/2000/EC on insolvency proceedings (the EU Regulation).

**"Excluded Leasehold Property"** has the meaning given to it in Clause 7.1 (*Excluded Leasehold Property*).

**"Excluded Real Property"** means:

- (a) any Excluded Leasehold Property;
- (b) any property held by a Chargor now or in the future under a lease with a rack rent which has an unexpired term of 10 years or less at (i) the date of this Deed, (ii) in relation to any Chargor which is not an Original Chargor, at the date on which it becomes a Chargor or (iii) in the case of future acquired leasehold property, at the date of acquisition of such property by the relevant Chargor; and
- (c) any other property designated in writing as an Excluded Real Property by the Security Trustee from time to time;

**"Insurance Policies"** means the W&I Policy and all present and future contracts or policies of insurance in which a Chargor has an interest or in which it may from time to time have an interest (whether solely, jointly, as loss payee or otherwise) but excluding all insurance policies covering third parties in respect of the liability to whom such insurance policies are taken out.

**"Insurance Proceeds"** means all monies from time to time payable to a Chargor under or pursuant to the Insurance Policies, including (without limitation) the refund of any premiums.

**"Intellectual Property"** means in relation to the Chargor, all its intellectual property rights or equivalent (held by it or by any trustee or nominee on its behalf), including:

- (a) patents, utility models, trade marks and service marks, business names, domain names, rights in get-up and trade dress, goodwill and right to sue for passing off or unfair competition, copyright and neighbouring and related rights, moral rights, rights in designs, rights in and to inventions, plant variety rights, database rights, rights in computer software and topography rights;
- (b) registrations and applications for any or all of the rights in (a) above, together with the right to apply for registration of and be granted, renewals, extensions or and right to claim priority from those rights; and
- (c) rights to use and protect the confidentiality of confidential information (including, know-how, trade secrets, technical information, customer and supplier lists) and any other proprietary knowledge or information of whatever nature and however arising,

in each case whether registered or unregistered and together with any rights or types of protection of the same or of a similar nature to those listed in (a), (b) or (c) above which subsist or may subsist in the future anywhere in the world and in each case for their full term (including any reversions or extensions) and effect (and any reference to Intellectual Property includes any part of it);

**"Investments"** means any stocks, shares, debentures, bonds, warrants or other securities, whether held directly by or to the order of a Chargor or by any trustee, fiduciary or clearance system on its behalf; and all Related Property Rights (including all rights against any trustee, fiduciary or clearance system) (including those listed in Schedule 2 (Subsidiary Shares).

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

**"Offer Letter"** means the loan offer letter to Purpose Bidco Limited as Borrower from the Security Trustee as Agent, Arranger, Lender and Security Trustee consisting of the particulars and the conditions dated on or about the date of this Deed.

**"Material Intellectual Property"** means each of the trademarks specified in Schedule 3 to this Deed and any other Intellectual Property that is, becomes or is likely to become material to a Chargor's business or otherwise designated 'Material Intellectual Property' by the Security Trustee from time to time.

**"Real Property"** means:

- (a) all of the freehold and/or leasehold property of a Chargor specified in Schedule 1 (*Real Property*);
- (b) all of the freehold and leasehold property or immovable property of the Chargors situated in England and Wales (other than the property referred to in paragraph (a));
- (c) any buildings, fixtures (including trade fixtures), fittings, fixed plant or machinery from time to time on or forming part of the property referred to in paragraphs (a) and (b); and
- (d) the Related Property Rights,

but excluding the Excluded Real Property and any Related Property Rights in relation thereto).

**"Receiver"** means any person appointed by the Security Trustee to be a receiver or receiver and manager or administrative receiver of any property subject to the security created by this Deed.

**"Related Property Rights"** means, where used in relation to a particular property, asset (or class of assets) or right, the following:

- (a) the proceeds of sale and/or other realisation of that property, asset (or class of assets) or right (or any part thereof or interest therein);
- (b) all security, options, agreements, rights, easements, benefits, indemnities, guarantees, warranties or covenants for title in respect of such property, asset (or class of assets) or right; and
- (c) all rights under any lease, licence or agreement for lease, sale or use in respect of such property or asset.

**"Relevant Contract"** means:

- (a) the share purchase agreement in relation to the entire issued share capital of Mowgli Street Food Group Limited dated on or about the date of this Deed and made between (1) Purpose Bidco Limited (company number 14571728) as buyer (the "Buyer") and (2) Nisha Katona and others as sellers;
- (b) any agreement or document and/or arrangement (whether or not in writing and whether present or future) evidencing or recording the terms of any indebtedness owing by one Chargor to another Chargor from time to time (each an **"Intra-Group Loan Agreement"**); and
- (c) each other agreement designated as a Relevant Contract by the Security Trustee and the Buyer in writing.

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

**"Secured Liabilities"** means:

- (a) all present and future monies, obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity) in any manner and denominated in sterling or in any other currency of any Obligor to any Finance Party under the Finance Documents whether by acceleration or otherwise, and whether such monies, obligations or liabilities are express or implied, incurred as principal or surety, originally owing to a Finance Party or purchased (whether by assignment or otherwise) or acquired in any other way by it in accordance with the Finance Documents; and
- (b) any amounts which would be included in paragraph (a) above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings;

**"Secured Party"** means a Finance Party, a Receiver or any Delegate.

**"Security Period"** means the period from the date of this Deed until the date on which all of the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full.

**"W&I Policy"** means the warranty and indemnity insurance relating to the share purchase agreement described in paragraph (a) of the definition of "Relevant Contract".

## 1.2 Construction and Third Party Rights

- 1.2.1 The provisions of clause 1.3 (*Construction*) of the Conditions shall apply to this Deed as if they were set out in this Deed.
- 1.2.2 Unless a contrary intention appears, words defined in the Companies Act 2006 have the same meanings in this Deed.
- 1.2.3 No term of this Deed is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed (other than a Secured Party who is not a party to this Deed).

## 1.3 Implied Covenants for Title

The obligations of the Chargors under this Deed shall be in addition to the covenants for title deemed to be included in this Deed by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

## 1.4 Effect as a Deed

This Deed is intended to take effect as a deed notwithstanding that the Security Trustee may have executed it under hand only.

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

To the extent necessary for any agreement for the disposition of the Charged Assets in this Deed to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Deed are incorporated into this Deed.

## 1.6 Security Trust Provisions

The Security Trustee holds the benefit of this Deed on trust for the Finance Parties in accordance with clause 23 (*Role of the Agent and the Security Trustee*) of the Conditions.

**2. COVENANTS TO PAY**

**2.1 Covenant to Pay Secured Liabilities**

Each Chargor covenants that it shall pay or discharge, on demand to the Security Trustee each of the Secured Liabilities when the same become due for payment or discharge in accordance with the Finance Documents.

**2.2 Potential Invalidity**

Neither the covenant to pay in Clause 2.1 (*Covenant to Pay Secured Liabilities*) nor the security created by this Deed shall extend to or include any liability or sum which would, but for this Clause 2.2, cause such covenant, obligation or security to be unlawful under any applicable law.

**3. SECURITY**

**3.1 Creation of Fixed Security**

Each Chargor charges to the Security Trustee by way of fixed charge (which so far as relates to freehold or leasehold property in England and Wales vested in a Chargor at the date of this Deed shall be a charge by way of legal mortgage) with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of its rights to and title and interest from time to time in any and each of the following:

- 3.1.1 the Real Property;
- 3.1.2 all plant, machinery, vehicles, computers, office and other equipment and chattels (excluding stock-in-trade or work in progress) and all Related Property Rights;
- 3.1.3 (to the extent that the same are not the subject of a fixed charge under Clause 3.1.4) all Debts;
- 3.1.4 all Account Proceeds;
- 3.1.5 all Investments;
- 3.1.6 all of its rights in respect of its Material Intellectual Property;
- 3.1.7 all goodwill and uncalled capital; and
- 3.1.8 (to the extent not effectively assigned under Clause 3.2 (Assignments)), the assets (including present and future properties, contracts, revenues and rights of every description) which are specified in Clause 3.2 (Assignments).

**3.2 Assignments**

Each Chargor assigns to the Security Trustee with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities all of its rights to and title and interest from time to time in any and each of the following:

- 3.2.1 the Insurance Policies and the Insurance Proceeds;
- 3.2.2 each Relevant Contract;
- 3.2.3 any guarantees, warranties and/or other agreements collateral to each Relevant Contract and under all licences and permissions obtained by the Chargor from time to time for the purposes of the business of the Chargor;
- 3.2.4 any hedging arrangements;
- 3.2.5 all income received or receivable from the Real Property;
- 3.2.6 any building contract, consultant appointment and collateral warranty in respect of the development of any Real Property;

3.2.7 any guarantee of income received or receivable from the Real Property contained in or relating to any occupational lease or agreement for lease; and

3.2.8 all other agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting a Chargor in respect of the Real Property,

and all Related Property Rights in respect of the above.

### 3.3 Exclusions

There shall be excluded from the Security created by Clause 3.1 (*Fixed Charges*) and Clause 3.2 (*Assignment*), any assets subject to third party arrangements (including, in the case of intellectual property, the relevant licensing agreements relating to that intellectual property and in the case of monies from time to time standing to the credit of its accounts, accounts exclusively used for the day-to-day running of the business, payroll, payroll taxes, salaries, workers' compensation, deferred compensation and other employee wage, salary and benefit payments) which are not prohibited by the other Finance Documents and which prevent or restrict those assets from being charged or assigned (or assets which, if charged or assigned, would give a third party the right to terminate or otherwise amend any rights, benefits and/or obligations of the members of the Group or the relevant Chargor in respect of those assets or require any Chargor to take any action materially adverse to the interests of the Group or any member there.

### 3.4 Preservation of Fixed Charge

Without prejudice to Clause 3.1.3 (*Creation of Fixed Security*) and Clause 3.2 (*Assignments*), if, pursuant to clause 16 (*Bank Accounts*) of the Conditions, a Chargor is entitled to withdraw the proceeds of any book and other debts standing to the credit of an Account and, as a result, those proceeds are in any way released from the fixed charge created pursuant to Clauses 3.1.4 (*Creation of Fixed Security*) and 3.2 (*Assignments*), the release will in no way derogate from the subsistence and continuance of the fixed charge on all other outstanding book and other debts of the relevant Chargor and the proceeds of those debts.

### 3.5 Scots Law Assets

The fixed charges and assignments created by Clause 3.1 (*Creation of Fixed Security*) and Clause 3.2 (*Assignments*) shall not apply to any tangible or intangible assets or property which are located in Scotland and/or (in the case of intangible property) which are governed by Scots law.

## 4. FLOATING CHARGE

### 4.1 Creation of Floating Charge

4.1.1 Each Chargor charges to the Security Trustee by way of first floating charge with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities:

(A) all of the Chargors' rights to and title and interest from time to time in the whole of its property, assets, rights and revenues whatsoever and wheresoever, present and future, other than any property, assets, rights and revenues validly and effectively charged or assigned (whether at law or in equity) pursuant to Clauses 3.1 (*Creation of Fixed Security*) or 3.2 (*Assignments*); and

(B) all of the Chargors' assets in Scotland, or otherwise governed by Scots law, as applicable (whether or not such assets are effectively charged or assigned pursuant to Clauses 3.1 (*Creation of Fixed Security*) or 3.2 (*Assignments*)).

4.1.2 The floating charge hereby created is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

4.1.3 Without prejudice to Clause 4.1.2, the Security Trustee reserves its rights to appoint an administrative receiver on and following an Event of Default in accordance with sections 72 B to H (inclusive) of the Insolvency Act 1986.

### 4.2 Automatic Crystallisation of Floating Charge



Notwithstanding anything express or implied in this Deed, and without prejudice to any law which may have similar effect, if:

- 4.2.1 a Chargor creates or attempts to create any Security over all or any of the Charged Assets save as expressly permitted under the terms of the Offer Letter; or
- 4.2.2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Assets and is not discharged within five days; or
- 4.2.3 a resolution is passed or an order is made for the winding up, dissolution, administration or other reorganisation of a Chargor; or
- 4.2.4 an Administrator is appointed or any person presents an applicable order to the court for the making of an administration order in relation to the Chargor or gives written notice of its intention to appoint (or have appointed) an Administrator; or

then the floating charge created by Clause 4.1 (*Creation of Floating Charge*) will, to the extent permitted under applicable law and subject to Clauses 4.5 (*Moratorium*) and 4.6 (*Crystallisation exceptions*) below, be automatically (without notice) be converted into a fixed charge as regards all of the assets subject to the floating charge.

#### 4.3 **Crystallisation on Notice of Floating Charge**

Notwithstanding anything express or implied in this Deed but subject to Clause 4.5 (*Moratorium Assets*) and Clause 4.6 (*Crystallisation exceptions*) below the Security Trustee may (to the extent permitted under applicable law) at any time:

- 4.3.1 following the occurrence of a Declared Default; or
- 4.3.2 if the Security Trustee considers in good faith that any of the Charged Assets are in danger of being seized or sold as a result of any legal process, are otherwise in material jeopardy or the Security Trustee reasonably believes that steps are being taken or have been taken which are likely or intended to lead to the appointment of an Administrator or the presentation of a petition for the winding-up of a Chargor,

by giving notice in writing to that effect to the relevant Chargor convert the floating charge created by Clause 4.1 (*Creation of Floating Charge*) into a fixed charge as regards any assets specified in such notice. The conversion shall take effect immediately upon the giving of the notice.

#### 4.4 **Reconversion**

Any charge which has crystallised under or Clause 4.2 (*Automatic crystallisation of floating charge*) or Clause 4.3 (*Crystallisation on Notice of Floating Charge*) may, by notice in writing given at any time by the Security Trustee to the relevant Chargor be reconverted into a floating charge in relation to the assets specified in such notice.

#### 4.5 **Moratorium Assets**

Save as permitted by Part A1 of the Insolvency Act 1986, where a Chargor obtains a moratorium under that Part A1, and whilst the moratorium continues, the floating charge created by that Chargor in Clause 4.1 (*Creation of floating charge*):

- 4.5.1 shall not automatically convert into a fixed charge under Clause 4.2 (*Automatic crystallisation of Floating Charge*).
- 4.5.2 may not be converted into a fixed charge by notice in writing under Clause 4.3 (*Crystallisation on Notice of Floating Charge*); and

#### 4.6 **Crystallisation exceptions**

Notwithstanding Clauses 4.2 (*Automatic crystallisation of Floating Charge*) and Clause 4.3 (*Crystallisation on Notice of Floating Charge*), and save as permitted under Part A1 of the Insolvency Act 1986, nothing done for or by a Chargor with a view to obtaining a moratorium under that Part A1 shall give rise to any right to cause the automatic crystallisation under Clause 4.2 (*Automatic crystallisation of Floating Charge*) or crystallise by notice under Clause 4.3 (*Crystallisation on Notice of Floating Charge*) of the floating charge created by that Chargor under Clause 4.1 (*Creation of floating charge*).

5. **FURTHER ASSURANCE**

5.1 Each Chargor must promptly upon request by the Security Trustee execute (in such form as the Security Trustee may require) such documents (including standard securities, assignments, transfers, mortgages, charges, notices and instructions) in favour of the Security Trustee or its nominees and do all such assurances and things as the Security Trustee:

5.1.1 may reasonably require for perfecting and/or protecting (by registration or in any other way) the security created or intended to be created by this Deed;

5.1.2 may reasonably require for conferring upon the Security Trustee such security as it may require over the assets of the Chargor outside of England and Wales which if in England or Wales would form part of or be intended to form part of the Charged Assets, including any heritable or leasehold property located in Scotland;

5.1.3 may require for facilitating, at any time on or after the occurrence of a Declared Default, the realisation of all or any part of the assets of the Chargor in accordance with Clause 11.1 (*Enforcement*); and

5.1.4 may require for exercising all powers, authorities and discretions conferred on the Security Trustee or any Receiver pursuant to this Deed or by law.

5.2 Each Chargor shall, at any time, promptly upon request, execute over all or any of the Charged Assets, a charge by way of legal mortgage or legal sub-mortgage or legal assignment, as the case may be, in favour of the Security Trustee in such form as the Security Trustee shall reasonably require.

6. **GENERAL UNDERTAKINGS WITH RESPECT TO CHARGED ASSETS**

6.1 Each Chargor undertakes to the Security Trustee with respect to the Charged Assets that:

6.1.1 **Negative Pledge**

it shall not, except as expressly permitted by the Finance Documents, create or attempt to create or permit to subsist or arise any Security on, over or affecting the Charged Assets or any part of them;

6.1.2 **Disposals**

it shall not dispose of the Charged Assets or any part of them or agree to do so except in the case of disposals which are expressly permitted by the Finance Documents and for these purposes 'dispose' shall include any form of disposal including any transfer, declaration of trust, assignment, sale, novation or the creation of any other form of legal or equitable interest in or over any of the Charged Assets;

6.1.3 **Subsequent Charges**

subject to Clause 6.1.1 (*Negative Pledge*), it shall procure that any Security created by each Chargor after the date of this Deed (otherwise than in favour of the Security Trustee) shall be expressed to be subject to this Deed; and

6.1.4 **Deposit of Title Documents**

it shall deposit with the Security Trustee or its nominee all the following deeds and documents of title relating to its fixed security over the Charged Assets that are necessary to give or to perfect the fixed security described in Clause 3.1 (*Creation of Fixed Security*):

(A) all certificates, deeds and documents of title or evidence of ownership of its Charged Assets;

(B) all planning consents, building regulation approvals and similar documents relating to the Real Property which is not Excluded Real Property;

(C) all policy documents relating to the Insurance Policies;

(D) certificates constituting or evidencing Investments held by a Chargor in its Subsidiaries;

(E) all deeds and documents of title relating to any Material Intellectual Property;

provided that:

(A) in the case of deeds or documents of title relating to Real Property, it shall ensure that such deeds and documents of title are held either by the Security Trustee or to the order of the Security Trustee by a firm of solicitors approved by the Security Trustee for that purpose; and

(B) it shall not be required to deposit any stock or share certificates relating to the investments to the extent that the relevant documents have been deposited with a clearance system, settlement system or custodian acceptable to the Security Trustee.

## 6.2 Notices of Charge and/or Assignment

6.2.1 Each Chargor shall within two Business Days of this Deed give notice to any bank or financial institution where any Account is held in the form set out in Part A1 of Schedule 4 (*Notices*) and procure that each such bank or financial institution acknowledges such notice to the Security Trustee in the form set out in Part A2 of Schedule 4 (*Notices*).

6.2.2 Each Chargor shall within two Business Days of this Deed or the entering into of any hedging agreement give notice to each counterparty to any hedging arrangement in the form set out in Part B1 of Schedule 4 (*Notices*) and procure that each such counterparty acknowledges such notice to the Security Trustee in the form set out in Part B2 of Schedule 4 (*Notices*).

6.2.3 Subject to Clause 6.3, each Chargor shall within two Business Days of this Deed give notice to each other party to a Relevant Contract in the form set out in Part C1 of Schedule 4 (*Notices*) and procure that each such person acknowledges such notice to the Security Trustee in the form set out in Part C2 of Schedule 4 (*Notices*).

6.2.4 Each Chargor shall deliver to the Security Trustee and serve on any debtor or other person as required by the Security Trustee:

(A) notices of assignment in respect of any of the other assets assigned pursuant to this Deed (including any of the contracts referred to in Clause 3.2 (*Assignments*)) and shall procure that each notice is acknowledged by any debtor specified by the Security Trustee; and

(B) notices of charge in respect of any of the assets charged pursuant to this Deed and shall procure that each notice is acknowledged by any debtor specified by the Security Trustee,

save that, prior to a Declared Default, no notice will be required to be given in relation to:

(1) any Debts;

(2) any building contract, consultant appointment and collateral warranty in respect of the development of any Real Property which is not a Relevant Contract; or

(3) any other agreement, contract, deed, licence, undertaking, guarantee, covenant, warranty, representation or other document entered into by, given to or otherwise benefiting a Chargor which is not a Relevant Contract that has been assigned under Clause 3.2.8.

6.2.5 The notices of charge and/or assignment and/or acknowledgement referred to in Clause 6.2.4 shall be in a form substantially similar to those contained in Schedule 4 (*Notices*) or such other form as the Security Trustee may require.

6.2.6 Each Chargor shall within two Business Days of this Deed or entering into any insurance policy give notice to any insurer of the Real Property in the form set out in Part D1 of Schedule 4 (*Notices*) and will use reasonable endeavours to procure that each such insurer acknowledges such notice to the Security Trustee in the form set out in Part D2 of Schedule 4 (*Notices*).

- 6.2.7 Each Chargor shall execute all such documents and do all such acts as the Security Trustee may require, upon request by the Security Trustee, execute all such documents and do all such acts as the Security Trustee may reasonably require to record the interests of the Security Trustee in any registers relating to registered Intellectual Property rights.

**6.3 Notice of assignment of Intra-Group Loan Agreement**

- 6.3.1 Each Chargor and the Security Trustee shall be deemed to have provided notice of the assignment of each Intra-Group Loan Agreement to each Chargor who is a debtor (a “**Group Debtor**”) in respect of the relevant Intra-Group Loan Agreement by its execution of this Deed.
- 6.3.2 Each Group Debtor shall be deemed to have acknowledged the notice of assignment set out in Clause 6.3.1 above by its execution of this Deed.
- 6.3.3 For the purpose of this Clause 6.3 “Intra-Group Loan Agreement” means each agreement or other document and/or arrangement (whether or not in writing and whether present or future) evidencing or recording the terms of any indebtedness owing by one Chargor to another Chargor from time to time.

**6.4 MATERIAL INTELLECTUAL PROPERTY**

Each Chargor must:

- 6.4.1 to the extent that it is necessary for the relevant Chargor’s business, take all necessary action to safeguard and maintain present and future rights in, or relating to, the Material Intellectual Property including by complying with all laws and obligations relating to those rights, and by paying all applicable renewal fees, licence fees and other outgoings.
- 6.4.2 properly register, and keep registered, all Material Intellectual Property (along with any related assignments, licences and mortgages that can be registered) to maintain the Material Intellectual Property;
- 6.4.3 not allow any disclaimer, condition, restriction, memorandum or other thing to be entered on the registration of any trade mark that forms part of the Material Intellectual Property;
- 6.4.4 take all reasonable steps (including commencing legal proceedings) necessary to safeguard and maintain the validity, reputation, integrity, registration or subsistence of the Material Intellectual Property and not allow it to be used in such a way that it is at risk of becoming generic;
- 6.4.5 not permit any Material Intellectual Property to be abandoned, cancelled or to lapse unless permitted as a Permitted Disposal, or as agreed to in writing by the Security Trustee; and
- 6.4.6 inform the Security Trustee if it becomes aware of any infringement of, or challenge to, the Material Intellectual Property and take (or permit the Security Trustee to take, in the name and at the expense of the Chargors) whatever action is reasonably necessary to prevent that infringement, defeat that challenge and/or to recover damages or an account of profits,
- where failure to do so, in the case of Clause 6.4.1, Clause 6.4.3 and Clause 6.4.4, or, Clause 6.6.6, has, would have, or would be reasonably likely to have, a Material Adverse Effect.

## 7. REAL PROPERTY UNDERTAKINGS

### 7.1 Excluded Leasehold Property

- 7.1.1 There shall be excluded from the legal mortgage and the fixed charge created by Clause 3.1 (*Creation of Fixed Security*) 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 fixed 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.
- 7.1.2 For each Excluded Leasehold Property, each relevant Chargor undertakes (unless otherwise agreed by the Security Trustee in writing) to apply for the relevant consent or waiver of prohibition or condition within ten Business Days of the date of this Deed, as the case may be, or the date of acquisition of the relevant Excluded Leasehold Property (the "**Consent Application**") and to use all reasonable endeavours to obtain that consent as soon as possible and to keep the Security Agent regularly informed of the progress of its negotiations.
- 7.1.3 The relevant Chargor shall only be required to pursue a Consent Application for a period of three months from the date when it initially makes the Consent Application (the "**Consent Period**"). If the relevant consent or waiver to charge has not been provided within the Consent Period, provided that the relevant Chargor has complied with its obligations under clause 7.1.2, the obligation of the relevant Chargor to seek such consent or waiver shall cease and such property shall remain an Excluded Leasehold Property. It is acknowledged and agreed that the obligation of any Chargor to use reasonable endeavours to obtain consent or waiver to charge does not include the payment of any fee to a landlord which is in excess of the higher of (a) £1,000 and (b) such fee as the Security Trustee determines as reasonable after consultation with the Borrower and taking into account the potential contribution to the Chargor's profit of the business carried on or to be carried on at the site in question plus any reasonable legal fees incurred for obtaining the relevant consent.
- 7.1.4 Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Leasehold Property shall stand subject to the legal mortgage or, as applicable, the fixed charge in favour of the Security Agent under Clause 3.1 (*Creation of Fixed Security*). If required by the Security Agent (acting reasonably), at any time following receipt of that waiver or consent, the relevant Chargor shall as soon as reasonably practicable but in any event within 10 Business Days of request execute a valid legal mortgage or, as applicable, a valid fixed charge or equivalent security of the Real Property is situated outside of England and Wales, in such form as the Security Agent shall reasonably require. The terms of such charge, mortgage or other Security shall be no more onerous or restrictive than those contained in this Deed.

### 7.2 Statutory Power of Leasing

In relation to Real Property other than Excluded Real Property under paragraph (b) of that definition, each Chargor agrees that, unless it has the prior written consent of the Security Trustee (or the same is otherwise expressly permitted in accordance with the Offer Letter), it shall not exercise the statutory power of leasing and/or accepting surrenders of (a) leases conferred on mortgagors, or (b) leases with a Consent Application pending receipt of the relevant waiver or consent the during a Consent Period, and further agrees that the Security Trustee may grant or accept surrenders of leases without restriction.

### 7.3 Registration and Notifications

Each Chargor shall:

- 7.3.1 without prejudice to Clause 20.6 (*Disposals*) of the Conditions, promptly notify the Security Trustee of any contract, conveyance, transfer or other disposition for the acquisition by that Chargor of the legal or beneficial interest in any Real Property which is not Excluded Real Property; and
- 7.3.2 unless such Real Property is Excluded Real Property, make an application to the Chief Land Registrar on Form RX1 for the registration against the registered titles (if any) specified in Schedule 1 (*Real Property*) (and any unregistered properties subject to compulsory first registration at the date of this Deed and any other Real Property from time to time including a registered title) of the following restriction:

*"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 [date] in favour of OakNorth Bank plc referred to in the charges register."*

#### 7.4 Leases

##### 7.4.1 Lease and covenant compliance

Each Chargor shall:

- (A) perform all the material terms on its part contained in any lease or agreement for lease under which it holds an interest in the Real Property or to which any of its Real Property is subject;
- (B) properly perform (and indemnify the Security Trustee and each Receiver for any breach of) any covenants and stipulations of whatsoever nature affecting any of its Real Property; and
- (C) as soon as reasonably practicable, notify the Security Trustee of any notice received by it under section 146 of the Law of Property Act 1925 or any proceedings commenced or steps taken against it for the forfeiture of any lease under which it holds an interest in a Real Property.

##### 7.4.2 No variation to lease

Other than with regard to any Excluded Real Property under paragraph (b) of the definition thereof, It shall not without the prior written consent of the Security Trustee which consent shall not be unreasonably withheld, alter or vary or agree to alter or vary the terms of any lease (in a way that would materially prejudice the interests of any Secured Party) under which it holds any Real Property or any lease to which any Real Property is subject.

##### 7.4.3 No surrender or termination

Other than an Excluded Real Property under paragraph (b) of the definition thereof, a Chargor shall not without the prior written consent of the Security Trustee which consent shall not be unreasonably withheld, surrender or otherwise terminate any lease under which it holds a Real Property or terminate, forfeit or accept a surrender of any lease to which any Real Property is subject.

##### 7.4.4 Lease or right to occupy

Other than an Excluded Real Property under paragraphs (b) of the definition thereof, a Chargor will not without the prior written consent of the Security Trustee which consent shall not be unreasonably withheld:

- (A) grant any lease or tenancy or exercise any other power of leasing of the whole or part of any Real Property; or
- (B) grant any person any contractual licence or the right to occupy any Real Property or part with possession of it.

##### 7.4.5 Forfeiture

A Chargor shall not do or permit anything which may render any lease or agreement for lease under which it holds an interest in a Real Property, or to which the Real Property is subject, liable to forfeiture or otherwise determinable without the prior consent of the Security Agent except as a result of a Permitted Disposal.

#### 8. UNDERTAKINGS AS TO CHARGE OVER BOOK AND OTHER DEBTS

During the Security Period, each Chargor undertakes with reference to the Debts:

8.1 to collect the Debts in the ordinary course of its business and (following the occurrence of a Declared Default and if applicable, prior to the payment specified in Clause 8.2) to hold the proceeds of those Debts on trust for the Security Trustee; and

8.2 following the occurrence of a Declared Default, to pay as the Security Trustee may direct all monies which that Chargor may receive in respect of the Debts.

**9. INVESTMENTS**

9.1 Before Enforcement: Unless and until the occurrence of a Declared Default,

9.1.1 all voting powers and rights attaching to Investments (including Related Property Rights) belonging to a Chargor shall continue to be exercised by such Chargor for so long as it remains their registered owner; and

9.1.2 all dividends, interest and other income received by a Chargor in relation to its Investments may be retained by that Chargor and any such income received by the Agent (or its nominee) will be paid to that Chargor.

9.2 After Enforcement: At any time after the occurrence of a Declared Default:

9.2.1 the Security Trustee (or its nominee) may at the Security Trustee's discretion (and in the name of the relevant Chargor or otherwise) exercise, or refrain from exercising, any voting or other rights attached to the Investments and no Chargor shall exercise any of those rights;

9.2.2 If, at any time, any Investments are registered in the name of the Security Trustee or its nominee, the Security Trustee will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Investments are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Investments; and

9.2.3 all income received or payable to a Chargor (or received by the Security Agent or its nominee) in relation to that Chargor's Investments after a Declared Default shall be paid to (or, as applicable, retained by) the Security Agent and until that payment is made shall be held on trust for the Security Agent.

**10. REPRESENTATIONS**

Each Chargor represents and warrants to the Security Trustee, on the date of this Deed and on each date during the Security Period by reference to the facts and circumstances then existing that:

10.1 the representations and warranties set out in Clause 17 (Representations) of the Conditions;

10.2 this Deed creates the security which it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of a Chargor or otherwise;

10.3 no breach of any law, regulation or covenant is outstanding which adversely affects or might reasonably be expected to adversely affect the value, saleability or use of the Real Property;

10.4 there is no covenant, agreement, stipulation, reservation, condition, interest, right, easement or other matter whatsoever adversely affecting the Real Property;

10.5 nothing has arisen or has been created or is outstanding which would be an overriding interest, or an unregistered interest which overrides first registration or a registered disposition, over the Real Property;

10.6 it has not received any notice of any adverse claim by any person in respect of the ownership of the Real Property or any interest in it which might reasonably be expected to be determined in favour of that person, nor has any acknowledgement been given to any such person in respect of the Real Property;

10.7 the Real Property is held by it free from any lease or licence (other than those entered into in accordance with this Deed); and

10.8 the Investments are fully paid and are not subject to any option to purchase or similar right.

**11. RIGHTS OF THE SECURITY TRUSTEE**

**11.1 Enforcement**

Following the occurrence of a Declared Default the security created pursuant to this Deed shall be immediately enforceable and the Security Trustee may in its absolute discretion and without notice to the Chargors or the prior authorisation of any court:

- 11.1.1 enforce all or any part of the security created by this Deed and take possession of or dispose of all or any of the Charged Assets in each case at such times and upon such terms as it sees fit; and
- 11.1.2 whether or not it has appointed a Receiver, exercise all of the powers, authorities and discretions:
  - (A) conferred from time to time on mortgagees by the LPA (as varied or extended by this Deed) or by law; and
  - (B) granted to a Receiver by this Deed or from time to time by law.

**11.2 Restrictions on Consolidation of Mortgages**

Section 93 of the LPA shall not apply to this Deed or to any sale made under it. The Security Trustee shall have the right to consolidate all or any of the security created by or pursuant to this Deed with any other security in existence at any time. Such power may be exercised by the Security Trustee at any time on or after the occurrence of a Declared Default. Each Chargor hereby consents to the Security Trustee making an application to the Chief Land Registrar on Form CC for registration against the registered titles (if any) specified in Schedule 1 (*Real Property*) (and any unregistered properties subject to compulsory first registration at the date of this Deed and any other Real Property from time to time including a registered title) of the right to consolidate.

**11.3 Restrictions on Exercise of Power of Sale**

Section 103 of the LPA shall not apply to this Deed and the power of sale arising under the LPA shall arise on the date of this Deed (and the Secured Liabilities shall be deemed to have become due and payable for that purpose). The power of sale and other powers conferred by section 101 of the LPA as varied or extended by this Deed and those powers conferred (expressly or by reference) on a Receiver shall be immediately exercisable by the Security Trustee at any time on or after the occurrence of a Declared Default.

**11.4 Leasing Powers**

The restrictions contained in sections 99 to 100 of the LPA shall not apply to restrict the rights of the Security Trustee or any Receiver under this Deed. The statutory powers of leasing may be exercised by the Security Trustee upon and following the occurrence of a Declared Default and the Security Trustee and any Receiver may make any lease or agreement for lease and/or accept any surrenders of leases and/or grant options on such terms as it sees fit without the need to comply with the aforementioned restrictions.

**11.5 No Prior Notice Needed**

The powers of the Security Trustee set out in Clauses 11.2 (*Restrictions on Consolidation of Mortgages*) to 11.4 (*Leasing Powers*) may be exercised by the Security Trustee without prior notice to the Chargors.

**11.6 Right of Appropriation**

- 11.6.1 Without prejudice to the other provisions of this Deed, to the extent that any of the Charged Assets constitute "financial collateral", and this Deed and the obligations of any Chargor hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003/3226) (the "**Regulations**")), the Security Trustee shall at any time on and after the occurrence of a Declared Default have the right to appropriate all or any part of those Charged Assets in or towards discharge of the Secured Liabilities. For this purpose, the parties agree that the value of any such Charged Assets so appropriated shall be the market price of such Charged Assets at the time the right of appropriation is exercised as determined by the Security Trustee by reference to such method or source of valuation as the Security Trustee may select, including by independent valuation. The parties agree that the methods or sources of valuation provided for in this Clause, or selected by the Security Trustee in accordance with this Clause shall constitute a commercially reasonable method of valuation, made in good faith for the purposes of the Regulations.



11.6.2 The Security Trustee shall notify the relevant Chargor promptly of the exercise of its right of appropriation as regards such of the Charged Assets as are specified in such notice.

## **12. EXONERATION**

### **12.1 Exoneration**

No Secured Party or Receiver shall, by reason of it entering into possession of the Charged Assets, be liable to account as mortgagee in possession or be liable for any loss or realisation or for any default or omission for which a mortgagee in possession might be liable; but every Receiver duly appointed by the Security Trustee under this Deed shall for all purposes be deemed to be in the same position as a receiver duly appointed by a mortgagee under the LPA save to the extent that the provisions of that Act are varied by or are inconsistent with the provisions of this Deed when the provisions of this Deed shall prevail and every such Receiver and the Security Trustee shall in any event be entitled to all the rights, powers, privileges and immunities conferred by the LPA on mortgagees and receivers duly appointed under the LPA.

### **12.2 Indemnity**

The Security Trustee and every Receiver, attorney, delegate, manager, agent or other person appointed by the Security Trustee hereunder shall be entitled to be indemnified out of the Charged Assets or any part thereof in respect of all liabilities and expenses incurred by it or him in the execution of any of the powers, authorities or discretions vested in it or him pursuant to this Deed and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Assets or any part of them. The Security Trustee and any such Receiver may retain and pay all sums in respect of which it is indemnified out of any monies received by it under the powers conferred by this Deed.

## **13. APPOINTMENT OF RECEIVER OR ADMINISTRATOR**

### **13.1 Appointment**

13.1.1 At any time on or after the occurrence of a Declared Default, or at the request of a Chargor or its directors, the Security Trustee may, without prior notice to the Chargors, in writing (under seal, by deed or otherwise under hand) appoint:

- (A) a Receiver in respect of the Charged Assets or any part thereof and may in like manner from time to time (and insofar as it is lawfully able to do) remove any Receiver and appoint another in his stead; or
- (B) one or more persons to be an Administrator in accordance with paragraph 14 of Schedule B1 to the Insolvency Act 1986.

13.1.2 Nothing in Clause 13.1.1 shall restrict the exercise by the Security Trustee of any one or more of the rights of the Security Trustee under Schedule B1 to the Insolvency Act 1986 and the rules thereunder or at common law.

### **13.2 More than one Receiver**

Where more than one Receiver is appointed, each joint Receiver shall have the power to act severally, independently of any other joint Receiver, except to the extent that the Security Trustee may specify to the contrary in the appointment.

### **13.3 Receiver as agent**

A Receiver shall be the agent of the Chargors which shall be solely responsible for his acts or defaults and for his remuneration. No Chargor shall be responsible for the acts, omissions, defaults, losses and misconduct of any Receiver where such action is as a result of a Receiver's due gross negligence or wilful default. No Receiver shall at any time act as agent of any Secured Party.

### **13.4 Receiver's Remuneration**

A Receiver shall be entitled to remuneration for his services at a rate to be determined by the Security Trustee from time to time (and without being limited to any maximum rate specified by any statute or statutory instrument).

**13.5 Actions of the Administrator**

Save as provided for in statute or as otherwise agreed in writing by that Secured Party, no Secured Party shall have any liability for the acts or omissions of an Administrator.

**14. RECEIVER'S POWERS**

**14.1 Powers**

A Receiver shall have (and be entitled to exercise) in relation to the Charged Assets over which he is appointed the following powers (as the same may be varied or extended by the provisions of this Deed):

- 14.1.1 all of the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- 14.1.2 all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA;
- 14.1.3 all the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which a Chargor itself could do or omit to do; and
- 14.1.4 the power to do all things which, in the opinion of the Receiver, are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Receiver pursuant to this Deed or upon receivers by statute or law generally (including the bringing or defending of proceedings in the name of, or on behalf of, the Chargors; the collection and/or realisation of Charged Assets in such manner and on such terms as the Receiver sees fit; and the execution of documents in the name of each Chargor (whether under hand, or by way of deed or by utilisation of the seal of the relevant Chargor).

**14.2 Powers may be Restricted**

The powers granted to a Receiver pursuant to this Deed may be restricted by the instrument (signed by the Security Trustee) appointing him but they shall not be restricted by any winding-up or dissolution of a Chargor.

**15. PROTECTION OF PURCHASERS**

**15.1 Absence of Enquiry**

No person or persons dealing with the Security Trustee or any Receiver shall be concerned to enquire whether any event has happened upon which any of the powers in this Deed are or may be exercisable or otherwise as to the propriety or regularity of any exercise of such powers or of any act purporting or intended to be an exercise of such powers or whether any amount remains secured by this Deed. All the protections to purchasers and persons dealing with receivers contained in sections 104, 107 and 109(4) of the LPA shall apply to any person purchasing from or dealing with the Security Trustee or any such Receiver.

**15.2 Receipt: Conclusive Discharge**

The receipt of the Security Trustee or any Receiver shall be a conclusive discharge to any purchaser of the Charged Assets.

**16. POWER OF ATTORNEY AND DELEGATION**

**16.1 Power of Attorney: General**

Each Chargor hereby irrevocably and by way of security appoints the Security Trustee and any Receiver severally to be its attorney in its name and on its behalf and as its act and deed:

- 16.1.1 to execute and deliver any documents or instruments which the Security Trustee or such Receiver may require for perfecting the title of the Security Trustee to the Charged Assets or for vesting the same in the Security Trustee, its nominee or any purchaser;
- 16.1.2 to sign, execute, seal and deliver and otherwise perfect any further security document which the relevant Chargor is required to enter into pursuant to this Deed; and

- 16.1.3 otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Security Trustee or any Receiver under this Deed or which the relevant Chargor is required to do pursuant to this Deed or which may be deemed expedient by the Security Trustee or a Receiver in connection with any preservation, disposition, realisation or getting in by the Security Trustee or such Receiver of the Charged Assets or in connection with any other exercise of any other power under this Deed,

provided that the power of attorney granted in this Clause 16.1 shall only be exercisable: (a) upon the occurrence of a Declared Default; or (b) following a failure by a Chargor to comply with its obligations under this Deed which failure to comply has not been remedied within 15 Business Days following receipt of written notice to a Chargor from the Security Trustee, of the Chargor's failure to comply with its obligations under this Deed.

**16.2 Power of Attorney: Ratification**

Each Chargor ratifies and confirms and agrees to ratify and confirm all lawful acts and things which any attorney mentioned in this Clause 16 (*Power of Attorney and Delegation*) does or purports to do in exercise of the powers granted by this Clause.

**16.3 General Delegation**

The Security Trustee and any Receiver shall have full power to delegate the powers, authorities and discretions conferred on it or him by this Deed (including the power of attorney) on such terms and conditions as it or he shall see fit which shall not preclude exercise of those powers, authorities or discretions by it or him or any revocation of the delegation or any subsequent delegation.

**17. APPLICATION OF MONIES RECEIVED UNDER THIS DEED**

Any monies received under the powers hereby conferred shall, subject to the repayment of any claims having priority to this Deed and to any applicable statutory requirement as to (i) the payment of preferential debts or (ii) the payment of unsecured creditors in accordance with section 176A of the Insolvency Act 1986, be applied for the following purposes and in the following order of priority:

- 17.1 in satisfaction of all costs, charges, expenses, payments and liabilities (including payments made in accordance with paragraphs (i), (ii) and (iii) of section 109(8) of the LPA) made or incurred by the Security Trustee or the Receiver and of remuneration to the Receiver in such order as the Security Trustee shall in its absolute discretion decide; and
- 17.2 in or towards satisfaction of the Secured Liabilities which shall be applied in such order as the Security Trustee shall in its absolute discretion decide; and
- 17.3 the surplus, if any, shall be paid to the relevant Chargor or other person or persons entitled to it, save that the Security Trustee may credit any monies received under this Deed to a suspense account for so long and in such manner as the Security Trustee may from time to time determine and the Receiver may retain the same for such period as he and the Security Trustee consider appropriate.

**18. RELEASE OF SECURITY**

**18.1 Release**

At the end of the Security Period or if required before that date in accordance with the Finance Documents, the Security Trustee shall, at the request and cost of the Chargors, execute (or procure the execution by its nominee) (in each case in a form acceptable to the Security Trustee) and do all such deeds, acts and things as are necessary to release and/or reassign the Charged Assets from the security created by or in accordance with this Deed including the entering into any deed of release.

**18.2 Avoidance of Payments**

- 18.2.1 No amount paid, repaid or credited to a Secured Party shall be deemed to have been irrevocably paid if the Security Trustee considers that the payment or credit of such amount is capable of being avoided or reduced because of any laws applicable on bankruptcy, insolvency, liquidation or any similar laws.

18.2.2 If any amount paid, repaid or credited to a Secured Party is avoided or reduced because of any laws applicable on bankruptcy, insolvency, liquidation or any similar laws then any release, discharge or settlement between that Secured Party and the relevant Chargor shall be deemed not to have occurred and the Security Trustee shall be entitled to enforce this Deed subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

19. **AMOUNTS PAYABLE**

All monies received or held by a Secured Party or a Receiver under this Deed in a currency other than the currency in which the Secured Liabilities are denominated may from time to time be sold for such one or more of the currencies in which the Secured Liabilities are denominated. Each Chargor shall indemnify each Secured Party against the full cost (including all costs, charges and expenses) incurred in relation to such sale. No Secured Party or any Receiver shall have any liability to any Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such sale.

20. **POWER OF SEVERANCE**

In the exercise of the powers conferred by this Deed, the Security Trustee or any Receiver may sever and sell plant, machinery or other fixtures separately from the property to which they may be annexed and the Security Trustee or any Receiver may apportion any rent or other amount without the consent of any Chargor provided that such power of severance is performed in accordance with the provisions of Clause 12.1 (*Enforcement*).

21. **NEW ACCOUNTS**

If a Secured Party receives notice of any subsequent charge or other interest affecting any part of the Charged Assets (the date of receipt of such notice being the "**Notice Date**") the Security Trustee may (following instructions from the Secured Party), without prejudice to its rights under this Deed, open a new account or accounts with a Chargor and continue any existing account in the name of a Chargor and may appropriate to any such new account any monies paid in, received or realised for the credit of a Chargor after that time without being under any obligation to apply the same or any part of them in discharge of any of the Secured Liabilities. If the Security Trustee does not open such a new account, then unless it gives express written notice to the contrary to the Chargor as from the Notice Date, it shall be deemed to have done so and all payments made by a Chargor to the Security Trustee shall not be treated as having been applied in reduction of the Secured Liabilities.

22. **MISCELLANEOUS**

22.1 **The Chargors**

This Deed is binding on the successors and assigns of each Chargor.

22.2 **Assignment and Transfer**

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

22.2.2 The Security Trustee may assign and transfer all or any part of its rights and obligations under this Deed to a replacement Security Trustee appointed pursuant to the terms of the Offer Letter. Such replacement Security Trustee will, from the date of such assignment or transfer, be the Security Trustee for the Finance Parties under this Deed instead of the previous Security Trustee.

22.3 **Property**

This Deed is and will remain the property of the Security Trustee.

22.4 **Continuing Security**

This Deed shall be a continuing security and shall not be discharged by any intermediate payment or satisfaction of the whole or any part of the Secured Liabilities.

22.5 **Additional Security**

This Deed shall be in addition to and not be affected by any other security or guarantee now or hereafter held by a Secured Party for all or any part of the Secured Liabilities nor shall any such other security or guarantee of liability to a Secured Party of or by any person not a party to this Deed be in any way impaired or discharged by this Deed nor shall this Deed in any way impair or discharge such other security or guarantee.

**22.6 Variation of Security**

This Deed shall not in any way be affected or prejudiced by a Secured Party at any time dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any security or guarantee referred to in Clause 22.5 (*Additional Security*) or any rights which a Secured Party may at any time have or giving time for payment or granting any indulgence or compounding with any person whatsoever.

**22.7 Enforcement of Other Security**

No Secured Party shall be obliged to enforce any other Security it may hold for the Secured Liabilities before enforcing any of its rights under this Deed.

**22.8 Redemption of Prior Incumbrances**

Upon the occurrence of a Declared Default the Security Trustee may redeem or take a transfer of any prior Security over the Charged Assets and may agree the accounts of prior incumbrancers. An agreed account shall be conclusive and binding on each Chargor. Any amount paid in connection with such redemption or transfer (including expenses) shall be paid on demand by each Chargor to the Security Trustee and until such payment shall form part of the Secured Liabilities.

**22.9 Further advances**

22.9.1 Each Lender must perform its obligations under the Offer Letter (including any obligation to make available further advances).

22.9.2 Each Chargor hereby consents to the Security Trustee making an application to the Chief Land Registrar on Form CH2 for the registration against the registered titles (if any) specified in Schedule 1 (*Real Property*) (and any unregistered properties subject to compulsory first registration at the date of this Deed and any other Real Property from time to time that is charged or in respect of which a mortgage has been granted including a registered title) of the obligation to make further advances.

**22.10 No Discharge**

No Chargor's liability under this Deed in respect of any of the Secured Liabilities shall be discharged, prejudiced or otherwise adversely affected by:

- 22.10.1 any intermediate payment, settlement of account or discharge in whole or in part of the Secured Liabilities;
- 22.10.2 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which any Finance Party may now or after the date of this Deed have from or against any Transaction Obligor or any other person in connection with the Secured Liabilities;
- 22.10.3 any act or omission by any Finance Party or any other person in taking up, perfecting or enforcing any Security, indemnity, or guarantee from or against any Transaction Obligor or any other person;
- 22.10.4 any termination, amendment, variation, novation, replacement or supplement of or to any of the Secured Liabilities;
- 22.10.5 any grant of time, indulgence, waiver or concession to any Transaction Obligor or any other person;
- 22.10.6 any insolvency, bankruptcy, liquidation, administration, winding up, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of any Transaction Obligor or any other person;
- 22.10.7 any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or Security held from, any Transaction Obligor or any other person in connection with the Secured Liabilities;
- 22.10.8 any claim or enforcement of payment from any Transaction Obligor or any other person; or

- 22.10.9 any other act or omission which would not have discharged or affected the liability of a Chargor had it been a principal debtor or anything done or omitted by any person which, but for this provision, might operate to exonerate or discharge that Chargor or otherwise reduce or extinguish its liability under this Deed.

**22.11 Non-Competition**

Each Chargor warrants to the Security Trustee that until the Security Period terminates, it has not and will not take or receive, and shall not take, exercise or receive the benefit of any Rights from or against any Transaction Obligor, its liquidator, an administrator, co-guarantor or any other person in connection with any liability of, or payment by, that Chargor under this Deed or any Finance Document but:

- 22.11.1 if any of the Rights is taken, exercised or received by a Chargor, those Rights and all monies at any time received or held in respect of those Rights shall be held by the relevant Chargor on trust for the Security Trustee for application in or towards the discharge of the Secured Liabilities under this Deed; and
- 22.11.2 on demand by the Security Trustee, each Chargor shall promptly transfer, assign or pay to the Security Trustee all other Rights and all monies from time to time held on trust by that Chargor under this Clause 23.11.

**22.12 Counterparts**

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

**23. GOVERNING LAW**

This Deed and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

**24. JURISDICTION**

- 24.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").
- 24.2 Each Chargor agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Chargor will argue to the contrary.
- 24.3 This Clause 23 is for the benefit of the Security Trustee only. As a result, the Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions.

**IN WITNESS** whereof this Deed has been duly executed and delivered as a deed on the date first above written.

SCHEDULE 1 - REAL PROPERTY

Address	Tenure	Title number
None		

SCHEDULE 2 – SUBSIDIARY SHARES

Chargor	Name and registered number of Subsidiary	Number and class of shares
Purpose Midco Limited	Purpose Bidco Limited (company number 14571728)	51,652 ordinary shares of £0.01.



**SCHEDULE 3 – TRADEMARKS**

**SCHEDULE 4 - NOTICES**

**PART A1 - NOTICE TO ACCOUNT BANK**

[On the letterhead of the Chargor]

To: [Account Bank]

[Date]

Dear Sirs,

**Debenture dated [ ] between the Chargor  
and the Security Trustee (the "Debenture")**

We hereby give you notice that under the Debenture we have charged (by way of a first fixed charge) in favour of [OakNorth Bank plc] (the "**Security Trustee**") all our rights in respect of any amount standing to the credit of any account maintained by us with you (the "**Accounts**").

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Trustee any information relating to any Account requested from you by the Security Trustee;
- (b) comply with the terms of any written notice or instruction relating to any Account received by you from the Security Trustee;
- (c) pay or release any sum standing to the credit of any Account in accordance with the written instructions of the Security Trustee; and
- (d) not to permit any amount to be withdrawn from the Account if the Security Trustee notifies you that a Declared Default is outstanding under the Offer Letter (as defined in the Debenture)).

We acknowledge that you may comply with the instructions in this letter without any further permission from us following the receipt by you of notice from the Security Trustee specifying that a Declared Default has occurred.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Trustee.

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Trustee at [*insert address*], Attention: [ ] with a copy to us.

Yours faithfully,

.....

(Authorised signatory)

[*the Chargor*]

**PART A2 - ACKNOWLEDGEMENT OF ACCOUNT BANK**

[On the letterhead of the Account Bank]

To: [the Security Trustee]

Attention: [ ]

Copy: [the Chargor]

[Date]

Dear Sirs,

**Debenture dated [ ] between the Chargor  
and the Security Trustee (the "Debenture")**

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

We confirm that we:

- (a) accept the instructions contained in the notice and agree to comply with the notice;
- (b) have not received notice of the interest of any third party in any Account;
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Account; and
- (d) will not permit any amount to be withdrawn from any Account without your prior written consent if you notify us that a Declared Default is outstanding under the Offer Letter (as defined in the Debenture)).

The Accounts maintained with us are:

[Account: [*Sort Code* [ ], *Account No.* [ ]]]

We confirm that the above are the Chargor's only accounts with us.

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

Yours faithfully,

.....

(Authorised signatory)

[Account Bank]

**PART B1 - NOTICE TO COUNTERPARTY TO A HEDGING ARRANGEMENT**

[on the letterhead of the Chargor]

To: [Counterparty]

[Date]

Dear Sirs

**Debenture dated [ ] between the Chargor  
and the Security Trustee (the "Debenture")**

This letter constitutes notice to you that under the Debenture we assigned (by way of security) to [OakNorth Bank plc] (the "**Security Trustee**") all our rights under any hedging arrangements between you and us (the "**Hedging Arrangements**").

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Trustee without any reference to or further authority from us and without any inquiry by you as to the justification for the disclosure, any information relating to the Hedging Arrangements which the Security Trustee may request from you; and
- (b) pay any sum payable by you under the Hedging Arrangements to our account at [ ], Sort Code [ ], Account No. [ ] (the "**Account**").

We will also remain entitled to exercise all our rights, powers and discretions under the Hedging Arrangements, and you should continue to give notices under the Hedging Arrangements to us, unless and until you receive notice from the Security Trustee to the contrary stating that a Declared Default has occurred under the Offer Letter (as defined in the Debenture). In this event, all the rights, powers and discretions will be exercisable by, and notices given to the Security Trustee or as it directs.

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

Please confirm your agreement to the above by sending the enclosed acknowledgement to the Security Trustee with a copy to us.

Yours faithfully,

.....

(Authorised signatory)

[the Chargor]

**PART B2 - ACKNOWLEDGEMENT OF COUNTERPARTY TO A HEDGING ARRANGEMENT**

To: [the Security Trustee]

Attention: [ ]

Copy: [the Chargor]

[Date]

Dear Sirs,

**Debenture dated [ ] between the Chargor  
and the Security Trustee (the "Debenture")**

We confirm receipt from [*name of the Chargor*] (the "**Chargor**") of a notice dated [ ] (the "**Notice**") of an assignment upon the terms of the Debenture of all the Chargor's rights under the Hedging Arrangements (as defined in the Notice).

We confirm that we:

- (a) have not received notice of the interest of any third party in the Hedging Arrangements;
- (b) must pay any amount payable by us under the Hedging Arrangements to the Chargor's account at [ ], Sort Code [ ], Account No. [ ], (the "**Account**");
- (c) must accept your instructions in relation to the Chargor's rights under the Hedging Arrangements following a confirmation that a Declared Default has occurred under the Offer Letter (as defined in the Debenture).

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

Yours faithfully,

.....

(Authorised signatory)

[ ]

**PART C1 - NOTICE TO RELEVANT CONTRACTING PARTY IN RELATION TO THE RELEVANT CONTRACT**

[On the letterhead of the Chargor]

To: [Relevant Contracting Party]

[Date]

Dear Sirs,

Re: [Property]

**Debenture dated [ ] between the Chargor  
and the Security Trustee (the "Debenture")**

We refer to the [description of relevant contract] dated [ ] and made between [ ] and [ ] (the "**Assigned Contract**").

This letter constitutes notice to you that under the Debenture we assigned in favour of [OakNorth Bank plc] (the "**Security Trustee**") all our rights, title and interest in the Assigned Contract.

We irrevocably instruct and authorise you to:

- (a) to pay any amount payable by you under the Assigned Contract to our account at [ ], Account No. [ ], Sort Code [ ] (the "**Account**");
- (b) notwithstanding the assignment referred to above or the making of any payment by you to the Security Trustee pursuant to it, we shall remain liable under the Assigned Contract to perform all of the obligations assumed by us under the Assigned Contract and neither the Security Trustee nor any receiver, delegate or sub-delegate appointed by it shall at any time be under any obligation or liability to you under or in respect of the Assigned Contract.
- (c) we shall not and you agree that we shall not vary or waive (or agree to vary or waive) any provision of the Assigned Contract or exercise any right to rescind or terminate the Assigned Contract without the prior written consent of the Security Trustee but otherwise we shall be entitled to exercise all our rights, powers and discretions under the Assigned Contract until you receive written notice from the Security Trustee to the contrary, in which event all rights, powers and discretions shall be exercisable by the Security Trustee or as it directs; and
- (d) unless otherwise directed by the Security Trustee, you shall furnish or disclose to the Security Trustee in addition to us all notices, matters or things required under the Assigned Contract to be furnished or disclosed to us and all such information as it may require from time to time in connection with the Assigned Contract, without further authority from us and without any obligation by you to enquire as to the purpose or justification for such disclosure.

The instructions in this letter apply until you receive notice from the Security Trustee to the contrary upon the occurrence of a Declared Default and notwithstanding any previous instructions given by us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Trustee.

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Trustee at [ ], Attention: [ ].

Yours faithfully,

For

[Chargor]

**PART C2 - ACKNOWLEDGEMENT OF RELEVANT CONTRACTING PARTY**

To: [the Security Trustee]

Attention: [ ]

[Date]

Dear Sirs,

Re: [Property]

**Debenture dated [ ] between the Chargor  
and the Security Trustee (the "Debenture")**

We confirm receipt from [name of the Chargor] (the "Chargor") of a notice dated [ ] (the "Notice") in relation to the Assigned Contract (as defined in the Notice).

We accept the instructions contained in the Notice.

We confirm that we:

- (a) have not received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Assigned Contract (as defined in the Notice);
- (b) must pay all monies payable by us under the Assigned Contract into the Account (as defined in the Notice); and
- (c) must continue to pay those monies into the Account until we receive your written instructions to the contrary.

We further undertake that we will not exercise any right to rescind or terminate the Assigned Contract without giving at least [•] days prior written notice (a "Termination Notice") to you that such right has arisen and further agree that if the Chargor or the Security Trustee or any person on its behalf remedies the event or circumstances giving rise to such right within [•] days of receipt of that Termination Notice, we will no longer be entitled to exercise that right and we will continue to perform our obligations under the Assigned Contract as if such right had not arisen.

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

Yours faithfully,

.....

For

[ ]

**PART D1 - NOTICE TO INSURER**

[On the letterhead of the Chargor]

To: [Insurer]

[Date]

Dear Sirs,

**Debenture dated [ ] between the Chargor and the Security Trustee (the "Debenture")**

We hereby give you notice that under the Debenture we assigned to [OakNorth Bank plc] (the "**Security Trustee**") all our rights to and title and interest from time to time in, to and under insurance policy number[s] [•] effected by us or whomsoever in relation to [*insert property address and details*] (including all moneys payable thereunder, proceeds of all claims, awards and judgments) and all other insurances entered into supplemental to or in replacement of such policy[ies] of insurance (the "**Policy[ies]**").

We irrevocably instruct and authorise you to pay all payments in excess of £[ ] under or arising under the Policy[ies] to the account called [Chargor – Account], at [Bank], account number [•] sort code [•], except to the extent that such sums are required by the basis of settlement under any Policy or under any lease agreement covered by such Policy to be applied in replacing, restoring or reinstating the relevant property, and also excluding any monies received under any liability Policy which are required to satisfy any of our established liabilities. It is very important that you make all immediate arrangements for all such sums payable by you under the Policy[ies] to be paid to this account.

Please note that upon receipt by you of notice from the Security Trustee specifying that a Declared Default has occurred:

1. all remedies provided for under the Policy[ies] or available at law or in equity are exercisable by the Security Trustee;
2. all rights to compel performance of the Policy[ies] are exercisable by the Security Trustee; and
3. all rights, interests and benefits whatsoever accruing to or for our benefit arising under the Policy[ies] belong to the Security Trustee.

We will remain liable to perform all our obligations under the Policy[ies] and the Security Trustee is under no obligation of any kind whatsoever under the Policy[ies] nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Policy[ies].

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Trustee.

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Trustee at [ ], Attention [ ].

Yours faithfully,

.....

(Authorised signatory)

[the Chargor]



**PART D2 - ACKNOWLEDGEMENT OF INSURER**

To: [Security Trustee]  
Attention: [ ]

[Date]

Dear Sirs,

**Debenture dated [ ] between the Chargor and the Security Trustee (the "Debenture")**

We confirm receipt from [*name of Chargor*] (the "**Chargor**") of a notice dated [•] of an assignment upon the terms of the Debenture to [OakNorth Bank plc] (the "**Security Trustee**") of the Chargor's right, interests and benefit in, to and under the Policy[ies] (as specified in that notice) to which we are a party.

We confirm that we have not received notice of any other assignment or charge of or over any of the rights, title and interests specified in such notice and will make all payments in excess of £[ ] in accordance with the terms of the notice to the account specified in that notice excluding for the avoidance of doubt such sums as are required by the basis of settlement under any Policy or under any lease agreement covered by such Policy to be applied in replacing, restoring or reinstating the relevant property, and also excluding any monies received under any liability Policy which are required to satisfy any of the Chargor's established liabilities.

We further confirm that:

1. no termination of such rights, interests or benefits will be effective unless we have given the Security Trustee at least 30 days' written notice of the proposed termination and specifying the action necessary to avoid such termination;
2. the Chargor will remain liable to perform all of its obligations under the Policy[ies] and the Security Trustee is under no obligation of any kind whatsoever under the Policy[ies] nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the Policy[ies]; and
3. as the Security Trustee is named as composite insured, no breach or default on the part of the Chargor of any of the terms of such Policy[ies] will be deemed to have occurred unless we have given notice of such breach to the Security Trustee specifying how to make good such breach.

We unconditionally and irrevocably waive all rights of set-off, lien, counter-claim and other similar rights (however described) which we may have now or in the future to the extent that such rights relate to amounts owed to us by the Chargor (and the proceeds thereof) and we will send you copies of all statements, orders and notices given by us relating to such debt.

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

Yours faithfully,

.....  
(Authorised signatory)

[Insurer]

**The Chargors**

**EXECUTED AS A DEED** by )

**PURPOSE BIDCO LIMITED** )

acting by )

)

in the presence of: )

Director

Signature of witness

Name of witness

**(in BLOCK CAPITALS)**

Benjamin Shaw

Address of witness

.....

**EXECUTED AS A DEED** by )

**PURPOSE MIDCO LIMITED** )

acting by )

)

in the presence of: )

Director

Signature of witness

Name of witness

**(in BLOCK CAPITALS)**

Benjamin Shaw

Address of witness

.....

**The Security Trustee**

**SIGNED** by  
  
ROBERT PEARCE  
  
for and on behalf of  
**OAKNORTH BANK plc**

)  
)  
)  
)  
)

