



**Registration of a Charge**

Company Name: **ELEVATE LEGAL SERVICES UK LIMITED**

Company Number: **08484761**



Received for filing in Electronic Format on the: **23/05/2023**

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**Details of Charge**

Date of creation: **17/05/2023**

Charge code: **0848 4761 0004**

Persons entitled: **AVIDBANK**

Brief description: **N/A**

**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: **DRUCES LLP**



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

Company number: 8484761

Charge code: 0848 4761 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th May 2023 and created by ELEVATE LEGAL SERVICES UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd May 2023 .

Given at Companies House, Cardiff on 30th May 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**

**Dated**

17 May

**2023**

- (1) **ELEVATENEXT UK LIMITED**
- (2) **ELEVATE LEGAL SERVICES UK LIMITED**
- (3) **ELEVATE SERVICES, INC.**
- (4) **AVIDBANK**

## **DEBENTURE**



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**THIS DEBENTURE** is made by way of deed on 17 May 2023

**BY:**

- (1) **THE PERSONS** listed in Schedule 1 (*The Original Chargors*) (each an "**Original Chargor**") in favour of
- (2) **AVIDBANK** (the "**Lender**").

**IT IS AGREED** as follows:

## 1. **DEFINITIONS AND INTERPRETATION**

### 1.1 **Definitions**

In this Debenture:

**"Account"** means each of the accounts opened or maintained by any Chargor (other than any Non-UK Chargor) with the Lender, any bank, building society, financial institution or other person (including any renewal, redesignation, replacement, subdivision or subaccount of such account) but with the exception of virtual accounts and credit card accounts, and the debt or debts represented thereby.

**"Additional Chargor"** means a member of the Group which becomes a Chargor by executing a Security Accession Deed.

**"Authorisations"** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarization or exemption;

**"Charged Assets"** means all of the assets and undertaking of each Chargor which from time to time are the subject of any Security created or expressed to be created by it in favour of the Lender by or pursuant to this Debenture.

**"Chargor"** means an Original Chargor or an Additional Chargor.

**"Collateral Rights"** means all rights, powers and remedies of the Lender provided by or pursuant to this Debenture or by law.

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

**"Facility Agreement"** means the USD credit facility agreement dated on or about the date hereof between Elevate Services, Inc., ElevateNext US, LLC, ElevateNext UK Limited, Elevate Legal Services, LLC and Elevate Legal Services UK Limited as borrowers and Avidbank as lender.

**"Fixed Security"** means any mortgage, fixed charge or assignment expressed to be created by or pursuant to Clause 4 (*Fixed Security*) of this Debenture or pursuant to a Security Accession Deed.

**“Group”** means Elevate Services, Inc. and its Subsidiaries for the time being.

**“Insurance Policies”** means each of the insurance policies now or in the future held by or otherwise benefiting any Chargor and any insurance policies that are effected to renew, substitute or replace any such insurance policies and **‘Insurance Policy’** means any one of them.

**“Intellectual Property”** means the intellectual property specified in Schedule 4 (*Intellectual Property*), the intellectual property specified in any Security Accession Deed and any patent rights, trade marks, service marks, designs, business and trade names, copyrights, database rights, design rights, moral rights, inventions, confidential information, trade secrets, knowhow and other intellectual or industrial property rights and interests, whether registered, pending registration or unregistered, and the benefit of all applications and rights to use such assets in which any Chargor (other than any Non-UK Chargor) may from time to time have an interest as may exist throughout the world in each case for their full term and any extension thereto.

**“Intra-Group Receivables”** means all intercompany receivables or monetary claims of a Chargor from time to time in respect of any loan or other indebtedness made available by that Chargor (as creditor) to a member of the Group (as borrower), whether or not documented in writing.

**“Investments”** means the securities specified in Part 2 of Schedule 3 (*Shares and Investments*), the securities specified as such in any Security Accession Deed and any:

- (a) stocks, shares, debentures, securities and certificates of deposit and other instruments creating or acknowledging indebtedness, including alternative finance investment bonds (but not including the Shares);
- (b) interests in collective investment schemes, in whatever form or jurisdiction any such scheme is established, including partnership interests;
- (c) warrants and other instruments entitling the holder to subscribe for or acquire any investments described in paragraphs (a) or (b) above;
- (d) certificates and other instruments conferring contractual or property rights (other than options) in respect of the investments in paragraphs (a), (b) or (c) above; and
- (e) options to acquire any investments described in paragraphs (a), (b), (c) or (d) above,

in each case whether held directly by or to the order of any Chargor or by any trustee, nominee, custodian, fiduciary or clearance system on its behalf (including all rights against any such trustee, nominee, custodian, fiduciary or clearance system including, without limitation, any contractual rights or any right to delivery of all or any part of such investments from time to time).

**“Legal Reservations”** means

- (a) the principle that certain remedies may be granted or refused at the discretion of the court, the limitation of enforcement by laws relating to bankruptcy, insolvency, liquidation, reorganisation, court schemes, moratoria, administration and other laws generally affecting the rights of creditors and secured creditors;
- (b) the time barring of claims under applicable limitation laws (including the Limitation Act 1980 and the Foreign Limitation Periods Act 1984) and defences of acquiescence, set off or counterclaim and the possibility that an undertaking to assume liability for or to indemnify a person against non-payment of stamp duty may be void; and
- (c) similar principles, rights and defences under the laws of any relevant jurisdiction;

**"Monetary Claims"** means any book and other debts and monetary claims (other than Intra-Group Receivables) owing to any Chargor (other than any Non-UK Chargor) and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, any court order or judgment, any contract or agreement to which any Chargor (other than any Non-UK Chargor) is a party and any other assets, property, rights or undertaking of that Chargor).

**"Non-UK Chargor"** means Elevate Services, Inc. and any Additional Chargor that is not incorporated and registered in England & Wales.

**"Notice of Assignment"** means any notice of assignment given by a Chargor pursuant to the terms of this Debenture.

**"Notice of Charge"** means any notice of charge given by a Chargor pursuant to the terms of this Debenture.

**"Permitted Factoring"** means the existing factoring arrangement between Elevate Services, Inc. and JP Morgan.

**"Real Property"** means all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by a Chargor, or in which a Chargor holds an interest.

**"Receiver"** means a receiver, receiver and manager or, where permitted by law, an administrative receiver and that term will include any appointee made under a joint or several appointment.

**"Related Rights"** means, in relation to any asset:

- (a) the proceeds of sale or rental of any part of that asset;
- (b) all rights under any licence, option, agreement for sale or agreement for lease in respect of that asset;



- (c) all rights, powers, benefits, claims, causes of action, damages, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of or derived from that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

**"Secured Obligations"** means the Obligations as defined in the Facility Agreement.

**"Secured Party"** means the Lender and any Receiver.

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

**"Security Accession Deed"** means a security accession deed in substantially the form set out in Schedule 10 (*Form of Security Accession Deed*) or in such form as may be specified by the Lender.

**"Security Period"** means the period beginning on the date of this Debenture and ending on the date on which the Lender is satisfied that the Secured Obligations have been irrevocably and unconditionally paid or discharged in full and no Secured Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to any Chargor or any other person under any of the Loan Documents.

**"Shares"** means any stocks, shares, debentures and other securities listed in Part 1 of Schedule 3 (*Shares and Investments*), any stocks, shares, debentures and other securities listed as such in any Security Accession Deed and all of each Chargor's other present and future shares in the capital of any Loan Party and any Subsidiaries of that Chargor (in each case, incorporated under the laws of England and Wales) from time to time held by, to the order, or on behalf, of each Chargor.

**"Specific Contracts"** means the contracts of a Chargor specified in Schedule 5 (*Specific Contracts*).

**"Subsidiary"** means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent. of the voting capital or similar right of ownership and "control" for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise.

**"Tangible Moveable Property"** means any plant, machinery, office equipment, computers, vehicles, furniture, fittings and other chattels (excluding any for the time being forming part of any Chargor's stock in trade or work in progress).

## 1.2 Terms defined in other Loan Documents

Unless defined in this Debenture, or the context otherwise requires, a term defined in the Facility Agreement or in any other Loan Document has the same meaning in this Debenture, or any notice given under or in connection with this Debenture. Construction

1.2.1 In this Debenture:

- 1.2.1.1 Clause, Schedule and paragraph headings shall not affect the interpretation of this Debenture;
- 1.2.1.2 a person includes an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- 1.2.1.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.1.4 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.1.5 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.1.6 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.1.7 a reference to writing or written includes fax and email;
- 1.2.1.8 an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.1.9 a reference to this Debenture (or any provision of it) or to any other agreement or document referred to in this Debenture is a reference to this Debenture, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Debenture) from time to time;
- 1.2.1.10 any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;

- 1.2.1.11 a reference to an amendment includes a novation, supplement or variation (and **amend** and **amended** shall be construed accordingly);
- 1.2.1.12 a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.1.13 a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration or resolution;
- 1.2.1.14 a reference to continuing in relation to an Event of Default means an Event of Default that has not been waived;
- 1.2.1.15 a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and
- 1.2.1.16 any reference to the "**Lender**", the "**Secured Parties**", a "**Chargor**", an "**Original Chargor**", an "**Additional Chargor**" or any "**Loan Party**" shall be construed so as to include its or their (and any subsequent) successors in title, permitted assigns and permitted transferees in accordance with their respective interests; and
- 1.2.1.17 references in this Debenture to any Clause or Schedule shall be to a Clause or Schedule contained in this Debenture unless specified otherwise.
- 1.2.2 The parties intend that this document shall take effect as a deed notwithstanding the fact that a party may only executed this document under hand.
- 1.2.3 This Debenture is made in the English language. For the avoidance of doubt, the English language version of this Agreement shall prevail over any translation of this Agreement.

### 1.3 **Third party rights**

- 1.3.1 Unless expressly provided to the contrary in a Loan Document, a person who is not a party to this Debenture has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or to enjoy the benefit of any term of this Debenture.

1.3.2 Notwithstanding any term of any Loan Document, the consent of any person who is not a party to this Debenture is not required to rescind or vary this Debenture at any time.

1.3.3 Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to Clause 1.3.2 and the provisions of the Third Parties Act.

#### 1.4 **Present and future assets**

1.4.1 A reference in this Debenture to any Charged Asset or other asset includes, unless the contrary intention appears, present and future, Charged Assets and other assets.

1.4.2 The absence of or incomplete details of any Charged Assets in any Schedule shall not affect the validity or enforceability of any Security under this Debenture.

#### 1.5 **Lender assumes no obligation**

The Lender shall not be under any obligation in relation to the Charged Assets as a consequence of this Debenture and each Chargor shall at all times remain liable to perform all obligations in respect of the Charged Assets.

#### 1.6 **Security Accession Deeds**

This Debenture and each Security Accession Deed (if any) shall be read together and construed as one instrument so that all references in this Debenture to "this Debenture" shall be deemed to include, where the context so permits, each Security Accession Deed which has from time to time been entered into by Additional Chargors and all references in this Debenture to any "Security created by this Debenture" or "Security created pursuant to this Debenture" shall be deemed to include any Security created by or pursuant to each such Security Accession Deed, and all the powers and rights conferred on the Lender and any Receiver in relation to the Security created by this Debenture shall extend and apply to the Security created by each such Security Accession Deed.

### 2. **COVENANT TO PAY**

#### 2.1 **Covenant to pay**

Each Chargor covenants with the Lender that it shall, on written demand of the Lender pay, discharge and satisfy the Secured Obligations in accordance with their respective terms.

#### 2.2 **Default interest**

If any Chargor fails to pay any amount payable by it under this Debenture on its due date, interest shall accrue on the overdue amount (both before and after judgment) from the date of demand (which shall in no event be earlier than 10 calendar days after the due date) until the date of payment calculated on a daily basis at the rate which is two per cent. per annum higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Revolving Line Advance.

### 3. **COMMON PROVISIONS**

#### 3.1 **Common provisions as to all Security**

All the Security created by or pursuant to this Debenture is:

- 3.1.1 created with full title guarantee;
- 3.1.2 created in favour of the Lender; and
- 3.1.3 continuing security for the payment and discharge of all the Secured Obligations.

#### 3.2 **Consent for Fixed Security**

Each Chargor creates each Fixed Security subject to obtaining any necessary consent to such Fixed Security from any relevant third party.

### 4. **FIXED SECURITY**

#### 4.1 **Fixed charge over Real Property**

Each Chargor (other than any Non-UK Chargor) charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to:

- 4.1.1 its Real Property (and by way of first legal charge the properties specified in Schedule 6 (*Real Property*)), all rental and other income and all debts, rights and claims now or in the future due or owing to it under or in connection with any, lease, agreement or licence relating to its Real Property;
- 4.1.2 its rights and claims against the lessees, sub-lessees or licensees of its Real Property and all guarantors and sureties for the obligations of such lessees, sub-lessees or licensees; and
- 4.1.3 each of the present and future agreements, licences, options, contracts, guarantees, warranties, easements, agreements for lease, and any other document, in each case, entered into by it relating to the use, acquisition, exploitation, disposal of or dealings with any of the Real Property,

and in each case, including all Related Rights.

#### **4.2 Fixed charge over Tangible Moveable Property**

Each Chargor (other than any Non-UK Chargor) charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Tangible Moveable Property and all Related Rights.

#### **4.3 Fixed charge over Accounts**

Each Chargor (other than any Non-UK Chargor) charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Accounts and all Related Rights.

#### **4.4 Fixed charge over Monetary Claims**

Each Chargor (other than any Non-UK Chargor) charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Monetary Claims (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture) and all Related Rights (to the extent not already charged under this Clause 4.4).

#### **4.5 Fixed charge over Investments**

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Investments and all dividends, interest and other monies payable in respect of those Investments and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

#### **4.6 Fixed charge over Shares**

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Shares and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

#### **4.7 Fixed charge over Insurance Policies**

To the extent they are not effectively assigned pursuant to Clause 4.12 (*Security Assignment*), each Chargor (other than any Non-UK Chargor) charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to each of the Insurance Policies, including the benefit of all claims arising and all money payable under the Insurance Policies and all other Related Rights.

#### **4.8 Fixed charge over Intellectual Property**

Each Chargor (other than any Non-UK Chargor) charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Intellectual Property and all Related Rights.

#### 4.9 **Fixed charge over contracts, deeds etc**

Each Chargor (other than any Non-UK Chargor) charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to the benefit of all contracts, deeds, undertaking, agreements, rights, warranties, securities, covenants, guarantees, bonds and indemnities of any nature now or at any time entered into by or enjoyed or held by the Chargor (including the Specific Contracts to the extent they are not effectively assigned pursuant to Clause 4.12 (*Security Assignment*)), together with all Related Rights.

#### 4.10 **Fixed charge over Intra-Group Receivables**

To the extent they are not effectively assigned pursuant to Clause 4.12 (*Security Assignment*), each Chargor (other than any Non-UK Chargor) charges by way of first fixed charge, all of its rights, title and interest from time to time in and to all Intra-group Receivables of that Chargor and all Related Rights in relation to each of those assets.

#### 4.11 **Fixed charge over Authorisations**

Each Chargor (other than any Non-UK Chargor) charges, by way of first fixed charge, all of its rights, title and interest from time to time in and all Authorisations and all Related Rights.

#### 4.12 **Security Assignment**

Each Chargor (other than any Non-UK Chargor) assigns (by way of security) to the Lender all of its rights, claims, title and interest from time to time in and to the Insurance Policies, Specific Contracts and Intra-Group Receivables of that Chargor, together with all Related Rights, subject in each case to reassignment by the Lender to the relevant Chargor of all such rights, title and interest upon the expiry of the Security Period.

### 5. **FLOATING CHARGE**

#### 5.1 **Floating charge**

5.1.1 Each Chargor (other than any Non-UK Chargor) charges by way of first floating charge in favour of the Lender all present and future assets and undertaking of that Chargor.

5.1.2 The floating charge created pursuant to Clause 5.1.1 shall be deferred in point of priority to all Fixed Security validly and effectively created by that Chargor

under the Loan Documents in favour of the Lender as security for the Secured Obligations.

- 5.1.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to Clause 5.1.1.

## 5.2 **Crystallisation: by notice**

The Lender may at any time by notice in writing to any Chargor (other than any Non-UK Chargor) convert the floating charge created by it pursuant to Clause 5.1 (*Floating Charge*) or pursuant to a Security Accession Deed with immediate effect into a fixed charge as regards any property or assets specified in the notice if:

- 5.2.1 an Event of Default has occurred;
- 5.2.2 the Lender reasonably considers that any of the Charged Assets may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process;
- 5.2.3 the Lender reasonably considers that it is desirable in order to protect the priority of the Security; or
- 5.2.4 any Chargor (other than any Non-UK Chargor) requests the Lender to exercise any of its powers under this Debenture.

## 5.3 **Crystallisation: automatic**

Notwithstanding Clause 5.2 (*Crystallisation: by notice*) and without prejudice to any law which may have a similar effect, a floating charge created by a Chargor pursuant to Clause 5.1 (*Floating Charge*) or pursuant to a Security Accession Deed will automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets subject to the floating charge if, in relation to that Chargor:

- 5.3.1 the Chargor creates or attempts to create any Security (other than any Security permitted under the terms of the Facility Agreement), over any of the Charged Assets;
- 5.3.2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Assets;
- 5.3.3 a Receiver is appointed over all or any of the Charged Assets;
- 5.3.4 a meeting is convened for the passing of a resolution for the voluntary winding-up of the Chargor;



- 5.3.5 a petition is presented for the compulsory winding-up of the Chargor;
- 5.3.6 a provisional liquidator is appointed to the Chargor; or
- 5.3.7 a resolution is passed or an order is made for the dissolution or reorganisation of the Chargor,

or any analogous procedure or step is taken in any jurisdiction.

## 6. PROVISIONS AS TO SECURITY AND PERFECTION

### 6.1 Negative pledge and restriction on dealings

Except as permitted under the Facility Agreement no Chargor shall at any time during the Security Period create or permit to subsist any Security over all or any part of the Charged Assets or dispose of or otherwise deal with any part of the Charged Assets.

### 6.2 Implied covenants for title

- 6.2.1 The covenants set out in sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clauses 4 (*Fixed Security*) or 5 (*Floating charge*).
- 6.2.2 It shall be implied in respect of Clauses 4 (*Fixed Security*) and 5 (*Floating charge*) that each Chargor is disposing of the Charged Assets free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

### 6.3 Notice of Security: Accounts

- 6.3.1 Each Chargor shall on the date of this Debenture (or, if later, 10 Business Days following the date on which a bank account is designated by the Lender as an "Account" for the purposes of this Debenture) serve a notice, substantially in the form of Part 1 of Schedule 7 (*Form of Notice of Security to Account Bank*), on the relevant Account bank and use its reasonable endeavours for a period of 30 Business Days from the date of this Debenture (or, if later, the date on which a bank account is designated as an "Account" for the purposes of this Debenture) to procure that such Account bank acknowledges that notice by signing and returning to the Lender an acknowledgement substantially in the form of Part 2 of Schedule 7 (*Form of acknowledgement of Notice of security by Account Bank*). Any instructions contained in any notice sent by that Chargor pursuant to this Clause may not be revoked or amended without the Lender's prior written consent.

6.3.2 The execution of this Debenture by each Chargor and the Lender shall constitute notice to the Lender of the charge created over any Account opened or maintained with the Lender.

**6.4 Notice of Security: Insurance Policies**

Each Chargor shall on the date of this Debenture (or, if later, 10 Business Days following the date on which an insurance policy is designated by the Lender as an "Insurance Policy" for the purposes of this Debenture) serve a notice, substantially in the form of Part 1 of Schedule 10 (*Form of Notice to Insurer*), on each other party to each Insurance Policy and use its reasonable endeavours for a period of 30 Business Days from the of this Debenture (or, if later, the date on which an insurance policy is designated as an "Insurance Policy" for the purposes of this Debenture) to procure that each such party acknowledges that notice by signing and returning to the Lender a letter of undertaking substantially in the form of Part 2 of Schedule 10 (*Form of Acknowledgement from Insurer*). Any instructions contained in any notice sent by that Chargor pursuant to this Clause may not be revoked or amended without the Lender's prior written consent.

**6.5 Notice of Security: Specific Contracts**

Each Chargor shall on the date of this Debenture (or, if later, 10 Business Days following the date upon a document being designated by the Lender as a "Specific Contract" for the purposes of this Debenture) serve a notice, substantially in the form of Part 1 of Schedule 8 (*Form of Notice to Counterparty*), on each counterparty to each Specific Contract to which it is a party and use its reasonable endeavours for a period of 30 Business Days from the date of this Debenture (or, if later, the date upon a document being designated as a "Specific Contract" for the purposes of this Debenture) to procure that each such counterparty promptly acknowledges that notice by signing and returning to the Lender a notice substantially in the form of Part 2 of Schedule 8 (*Form of Acknowledgement from Counterparty*). Any instructions contained in a notice sent to a counterparty pursuant to this Clause may not be revoked or amended without the Lender's prior written consent.

**6.6 Notice of Security: Monetary Claims**

Each Chargor shall, at the request of the Lender at any time following the occurrence of an Event of Default which is continuing, execute a legal assignment of its Monetary Claims in favour of the Lender on such terms as the Lender may agree and will sign and deliver written notice of that assignment, in a form acceptable to the Lender, to each debtor which owes or may owe a Monetary Claim and will use its reasonable endeavours to procure that the notice is duly acknowledged by the debtors concerned in accordance with the terms of that assignment and that, following the date of such notice, each such debtor pays such Monetary Claims into an Account.

## 6.7 **Notice of Security: Intra-group Receivables**

Each Chargor shall on the date of this Debenture (or, if later, by the date falling 10 Business Days after the date on which an Intra-group Receivables arises) serve a notice, substantially in the form of Part 1 of Schedule 9 (*Form of Notice of Assignment of Intra-Group Receivables*), on each debtor of such Intra-Group Receivables and shall procure that each debtor of such Intra-Group Receivables promptly acknowledges that notice by signing and returning to the Lender a notice substantially in the form of Part 2 of Schedule 9 (*Form of Acknowledgement of Assignment of Intra-Group Receivables*). Any instructions contained in a notice sent to a counterparty pursuant to this Clause may not be revoked or amended without the Lender's prior written consent.

## 6.8 **Notice of Security: other assets**

- 6.8.1 Each Chargor shall, when requested by the Lender from time to time, promptly deliver to the relevant recipient (or procure the delivery of) a Notice of Assignment or a Notice of Charge (as appropriate) duly executed by, or on behalf of, that Chargor in relation to any asset (other than those which a Notice of Assignment or Notice of Charge has already been served in accordance with the Clauses 6.3 to 6.7) which is the subject of the Fixed Security and any floating charge which is converted into a fixed charge pursuant to Clauses 5.2 (*Crystallisation: by notice*) and 5.3 (*Crystallisation: automatic*).
- 6.8.2 In relation to each recipient of a notice served under Clause 6.8.1 that is not a member of the Group, each Chargor shall for a period of 30 Business Days from the date such notice is served use its reasonable endeavours to procure from each such recipient of a Notice of Assignment or a Notice of Charge (as appropriate) an acknowledgement in the form set out therein.
- 6.8.3 In relation to each recipient of a notice served under Clause 6.8.1 that is a member of the Group, each Chargor shall promptly procure from each such recipient of such a Notice of Assignment or a Notice of Charge (as appropriate) an acknowledgement in the form set out therein.

## 6.9 **Deposit of documents of title: Investments**

If requested by the Lender from time to time, each Chargor shall promptly on the request of the Lender, deposit with the Lender (or procure the deposit of) all of the Investments and any certificates and other documents of title representing the Investments to which that Chargor (or its nominee(s)) is or becomes entitled, together with any other document which the Lender may reasonably request (in such form and executed in such manner as the Lender may reasonably require (including stock transfer forms or other instruments of transfer executed in

blank by it or on its behalf), with a view to perfecting or improving its security over the Investments or to registering any Investment in its name or the name of any nominee(s).

**6.10 Deposit of share certificates**

Each Chargor shall:

6.10.1 on the date of this Debenture (and immediately upon its coming into possession thereof at anytime), deposit with the Lender (or procure the deposit of) all certificates (in electronic format) or other documents of title to the Shares, and stock transfer forms (executed in blank by it or on its behalf) in respect of the Shares;

6.10.2 within 10 Business Days of the Closing Date:

6.10.2.1 issue and deposit with the Lender new original hard copy certificates of title to the Shares (duly executed in "wet ink"); and

6.10.2.2 provide evidence in the form satisfactory to the Lender that all certificates of title provided on or around the date of this Debenture pursuant to Clause 6.10.1 have been cancelled and replaced by the certificates of title provided under Clause 6.10.2.1; and

6.10.3 promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Shares (or upon acquiring any interest therein), notify the Lender of that occurrence and deposit with the Lender (or procure the deposit of) (i) all certificates or other documents of title representing such assets and (ii) such stock transfer forms or other instruments of transfer (executed in blank by it or on its behalf) in respect thereof as the Lender may request.

**6.11 Registration of Intellectual Property**

Each Chargor shall, at its own cost, if requested by the Lender, execute all such documents and do all such acts as the Lender may reasonably require to record the interest of the Lender in any registers relating to any registered Intellectual Property.

**6.12 Further advances**

Subject to the terms of the Facility Agreement, the Lender is under an obligation to make further advances to each Chargor who is a Borrower and that obligation will be deemed to be incorporated in this Debenture as if set out in this Debenture.

**6.13 Custodians and nominees**

The Lender may appoint and pay any person to act as a custodian or nominee on any terms in relation to all or any part of the Charged Assets as the Lender may determine and the Lender shall not be responsible for any loss, liability, expense, demand, cost, claim or proceedings incurred by reason of the misconduct, omission or default on the part of any such person or be bound to supervise the proceedings or acts of any such person.

## **7. FURTHER ASSURANCE**

### **7.1 Extension of implied covenant**

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in Clause 7.2.

### **7.2 Further assurance**

Each Chargor shall promptly, at its own cost, take all such action (including making all filings, registrations and notarisations) and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender may specify (and in such form as the Lender may require) in favour of the Lender or its nominee(s):

- 7.2.1 to create, perfect, protect and/or maintain the Security created or intended to be created in respect of the Charged Assets (which may include the execution by that Chargor of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, the Charged Assets) or for the exercise of the Collateral Rights;
- 7.2.2 to confer on the Lender Security over any asset or undertaking of that Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be conferred by or pursuant to this Debenture; and/or
- 7.2.3 to facilitate the realisation of the Charged Assets.

### **7.3 Consents**

- 7.3.1 Each Chargor shall, as soon as possible, use its best endeavours to obtain any consents necessary or to remove any restriction on the creation of Security (in each case in form and substance satisfactory to the Lender, acting reasonably) to enable the assets of that Chargor (excluding any assets that are so restricted by virtue of being subject to Security or Quasi-Security that the Lender has agreed constitutes permitted security) to be the subject of the relevant Fixed Security pursuant to this Debenture.
- 7.3.2 Immediately upon obtaining any such consent or removing any such restriction, the asset concerned will become subject to that Fixed Security and each relevant

Chargor shall promptly deliver a copy of such consent or evidence of such removal to the Lender.

## 8. REPRESENTATIONS AND WARRANTIES

Each Chargor makes the following representations and warranties to the Lender on the date of this Debenture and acknowledges that the Lender has entered into the Loan Documents in reliance on such representations and warranties:

### 8.1 General

- 8.1.1 subject to the Legal Reservations, this Debenture creates the Security that it purports to create and each such Security constitutes a legal, valid and effective Security with first ranking priority;
- 8.1.2 no Security subsists over any of the Charged Assets except for the Security created by or pursuant to any Permitted Liens and no person holds any claim or third party rights or any other interest in any of the Charged Assets other than under a Permitted Liens;
- 8.1.3 it is the sole legal and beneficial owner of all of the Charged Assets and on it acquiring any property forming part of the Charged Assets, it will be the sole legal and beneficial owner of that property;
- 8.1.4 all third-party consents required to ensure the effective creation of the Security envisaged by this Debenture have been obtained; and
- 8.1.5 the information contained in Schedule 2 (*Accounts*) to Schedule 6 (*Real Property*) of this Deed or, as applicable, Schedules 1 (*Accounts*) to Schedule 5 (*Real Property*) of the Security Accession Deed is true, accurate and complete in all respects;

### 8.2 Shares and Investments

- 8.2.1 all of each Chargor's Shares and Investments held by a Chargor in a person incorporated in England & Wales are identified in Schedule 3 (*Shares and Investments*);
- 8.2.2 the Shares and Investments are duly authorised, validly issued, fully called up, fully paid and not subject to any option to purchase or similar right;
- 8.2.3 any transfer of any of the Shares or Investments or any Related Rights thereto as a result of the creation or enforcement of this Debenture is and will not be

restricted in any way by the constitutional documents of any company in which the Shares, Investment or Related Rights are held;

8.2.4 no company in which the Shares or Investments are held is obliged under the terms of any agreement to issue or allot any of its shares to any particular person or class of persons, whether or not following the making of a call or demand;

8.2.5 it has not made any nomination under section 145 of the Companies Act 2006 in connection with any of the Investment or Shares or any Related Rights thereto;

### 8.3 **Specific Contracts**

8.3.1 all of the contracts which are material to each Chargor's business are identified in Schedule 5 (*Specific Contracts*);

8.3.2 subject to the Legal Reservations, its obligations under each of the Specific Contracts are legal, valid, binding and enforceable;

8.3.3 it has taken the necessary corporate action to allow it to enter into and perform its obligations under each of the Specific Contracts;

8.3.4 all authorisations, consents and licences necessary to enable it to enter into and perform its obligations under the Specific Contracts have been obtained;

8.3.5 the Specific Contracts are in full force and effect;

8.3.6 there have been no amendments to any of the Specific Contracts outside the ordinary course of business;

8.3.7 each Chargor's rights, title and interest under the Specific Contracts are not subject to any rights of set-off or counterclaim by any other person outside the ordinary course of business;

8.3.8 there have been no defaults under any of the Specific Contracts;

8.3.9 no right of action is vested in any party to any of the Specific Contracts in respect of any representation, breach of condition, breach of warranty or breach of any other express or implied term by any Chargor under any of the Specific Contracts; and

8.3.10 no Chargor has knowledge of any fact that would or might prejudice or affect any right, power or ability of the Security Agent to enforce any of the Specific Contracts or any term or condition under them;

### 8.4 **Intellectual Property**

- 8.4.1 all legally necessary registrations in any public register in relation to the present Intellectual Property and any Related Rights have been made, all fees and expenses (in particular registration fees and renewal fees) and taxes in relation thereto are paid as well as all formal or procedural actions required to maintain the Intellectual Property and any related Rights have been taken;
- 8.4.2 any registration of any Intellectual Property or any Related Rights in any public register correctly records that Chargor's title or interest in that Intellectual Property or Related Right;
- 8.4.3 it is the sole legal and beneficial owner of its Intellectual Property and any Related Rights and no other person is entitled to any of the Intellectual Property or Related Rights as joint owner or co-owner of any such right; and
- 8.4.4 except as permitted under the Facility Agreement there are neither licences nor other exploitation rights in relation to its Intellectual Property.

#### 8.5 **Repetition of representations and warranties**

The representations contained in this Clause 7 (*Representations and warranties*) are deemed to be repeated by each Chargor by reference to the facts and circumstances then existing on each day during the Security Period.

### 9. **UNDERTAKINGS**

#### 9.1 **General**

- 9.1.1 Each Chargor undertakes to the Lender in the terms of this Clause 9 from the date of this Debenture until the expiration of the Security Period.
- 9.1.2 Each Chargor will observe and perform all covenants and stipulations from time to time affecting the Charged Assets, make all payments, carry out all registrations or renewals and generally take all steps which are necessary to preserve, maintain and renew when necessary all of the Charged Assets, subject to the terms of the Loan Documents.
- 9.1.3 Each Chargor must:
  - 9.1.3.1 maintain, preserve, protect and keep good and marketable title to all of the Charged Assets;
  - 9.1.3.2 maintain and preserve the Security created by or pursuant to this Debenture and the first-ranking priority of such Security; and



9.1.3.3 provide the Lender with any notices, reports, accounts, circulars and other documents relating to the Secured Assets promptly when they are received.

9.1.4 Each Chargor shall from time to time on request of the Lender, furnish the Lender with such information as the Lender may reasonably require about that Chargor's business and affairs, the Charged Assets and its compliance with the terms of this Debenture and each Chargor shall permit the Lender, its representatives, professional advisers and contractors, free access at all reasonable times and on reasonable notice, and subject to maintaining confidentiality in accordance with Section 13.8 of the Facility Agreement (a) to inspect and take copies and extracts from the books, accounts and records of that Chargor and (b) to view the Charged Assets (without becoming liable as mortgagee in possession).

## 9.2 **Shares and Investments**

9.2.1 Each Chargor shall:

9.2.1.1 within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the Companies Act 2006 from any subsidiary incorporated in the United Kingdom whose Shares are being charged pursuant to this Debenture; and

9.2.1.2 promptly provide the Lender with a copy of that notice.

9.2.2 Prior to the occurrence of an Event of Default, each Chargor shall:

9.2.2.1 be entitled to receive all dividends, interest and other monies or distributions of an income nature arising from the Shares and Investments; and

9.2.2.2 be entitled to exercise all voting rights in relation to the Shares and Investments.

9.2.3 Upon the occurrence of an Event of Default:

9.2.3.1 all dividends and other distributions paid in respect of the Shares and Investments and received by a Chargor shall be held by that Chargor on trust for the Lender and immediately paid by it to the Lender or, if received by the Lender, may be applied by the Lender in accordance with Clause 15 (*Application of Proceeds*); and

9.2.3.2 all voting and other rights and powers attaching to the Shares and Investments may be exercised by, or at the direction of, the Lender

and each Chargor shall, and shall procure that its nominees shall, comply with any directions the Lender may give, in its absolute discretion, concerning the exercise of those rights and powers.

9.2.4 No Chargor shall exercise (and shall procure that any nominee acting on its behalf does not exercise) its voting rights in relation to the Shares in any manner, or otherwise permit or agree to or concur or participate in any:

9.2.4.1 variation of the rights attaching to or conferred by all or any part of the Shares;

9.2.4.2 increase in the issued share capital of any company whose shares are charged pursuant to this Debenture;

9.2.4.3 exercise, renunciation or assignment of any right to subscribe for any shares or securities; or

9.2.4.4 reconstruction, amalgamation, sale or other disposal of any company or any of the assets or undertaking of any company (including the exchange, conversion or reissue of any shares or securities as a consequence thereof) whose shares are charged pursuant to this Debenture,

which, in the opinion of the Lender, would prejudice the value of, or the ability of the Lender to realise, the Security created pursuant to this Debenture **provided that** the proceeds of any such action shall form part of the Shares.

9.2.5 Each Chargor shall pay when due all calls or other payments which may be or become due in respect of any of the Investments and Shares, and in any case of default by it in such payment, the Lender may, if it thinks fit, make such payment on its behalf in which case any sums paid by the Lender shall be reimbursed by each relevant Chargor to the Lender on demand and shall carry interest from the date of payment by the Lender until reimbursed, such interest to be calculated in accordance with Clause 2.2 (*Default interest*).

9.2.6 No Chargor shall exercise any of its rights and powers in relation to any of the Investments in any manner which would prejudice the value of, or the ability of the Lender to realise, the Security created pursuant to this Debenture.

### 9.3 **Accounts**

9.3.1 Each Chargor (other than any Non-UK Chargor) shall promptly deliver to the Lender on the date of this Debenture or, if applicable on the date of the relevant

Security Accession Deed (and, if any change occurs thereafter, on the date of such change), details of each Account opened or maintained by it with any bank, building society, financial institution or other person.

- 9.3.2 No Chargor (other than any Non-UK Chargor) shall, without the Lender's prior written consent, permit or agree to any variation of the rights attaching to any Account or close any Account.
- 9.3.3 Each Chargor shall, prior to the occurrence of an Event of Default, be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account subject to the terms of the Facility Agreement.
- 9.3.4 After the occurrence of an Event of Default no Chargor (other than a Non-UK Chargor) shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior consent of the Lender.
- 9.3.5 The Lender shall, upon the occurrence of an Event of Default, be entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time on any Account in or towards the payment or other satisfaction of all or part of the Secured Obligations in accordance with Clause 15 (*Application of Proceeds*).

#### 9.4 **Monetary Claims**

- 9.4.1 Each Chargor must collect and realise all its Monetary Claims and must pay all money it may receive in respect of them into one of its bank accounts immediately on receipt and, pending such payment, will hold all money so received upon trust for the Lender;
- 9.4.2 Each Chargor must not, without the prior written consent of the Lender, charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any of its Monetary Claims in favour of any other person or purport to do so, save for the Permitted Factoring.
- 9.4.3 Prior to the occurrence of an Event of Default, the proceeds of the realisation of the Monetary Claims shall (subject to any restriction on the application of such proceeds contained in this Debenture or in the Facility Agreement), upon such proceeds being credited to any Account, be applied in accordance with the terms of the Facility Agreement.
- 9.4.4 After the occurrence of an Event of Default no Chargor shall, except with the prior written consent of the Lender, be entitled to withdraw or otherwise transfer

the proceeds of the realisation of any Monetary Claims standing to the credit of any Account.

## 9.5 **Insurance**

### 9.5.1 Each Chargor must:

- 9.5.1.1 procure that there are maintained such insurances as are normally maintained by prudent persons carrying on similar businesses to the Chargor or which may be reasonably required by the Lender including, without limitation, insurance to third parties arising out of the ownership or occupation of the Real Property or its state or condition;
- 9.5.1.2 upon request, provide the Lender with copies of the Insurance Policies;
- 9.5.1.3 comply with the terms of the Insurance Policies;
- 9.5.1.4 promptly, and in any event no later than their due date, pay all premiums required for keeping up the Insurance Policies and, within five Business Days of written request by the Lender, deliver to the Lender the receipts for all such premiums;
- 9.5.1.5 provide the Lender, within five Business Days of its written request, with copies of all correspondence given to or received from any insurer under any Insurance Policy promptly after they are given or received,;
- 9.5.1.6 renew each Insurance Policy in good time prior to its expiry date;
- 9.5.1.7 if any of the Insurance Policies becomes void or voidable, immediately at its own cost, effect a new Insurance Policy of the same value as the void or voidable Insurance Policy;
- 9.5.1.8 if any of the Insurance Policies is suspended, immediately at its own cost, effect a new Insurance Policy of the same value as the suspended Insurance Policy for the duration of the suspension;
- 9.5.1.9 promptly upon receipt of written request of the Lender, use commercially reasonable endeavours to procure that the policies of insurance in respect of the Charged Assets are endorsed with notice of the Lender's interest (or if the Lender requires it, that the insurance is in the joint names of the relevant Chargor and the

Lender) and provide for payment of any claim to be made directly to the Lender provided that if the relevant Chargor has used its commercially reasonable endeavours during a period of 30 Business Days and despite this has been unable to obtain such endorsement, then its obligation to use commercially reasonable endeavours to procure such acknowledgement shall be deemed to have been satisfied.

- 9.5.2 Each Chargor must not do any act or commit any default by which any Insurance Policy may become void, voidable, treated as if it had been entered into on different terms or subject to any suspension, restriction, limitation or an increased premium or which could entitle the insurer to reduce the amount to be paid on a claim or prevent the Lender from receiving any money payable under any Insurance Policy.
- 9.5.3 If any Chargor fails to comply with Clause 9.5.1 after the Lender has required the Chargor to do so in writing, the Lender may, but is not obliged to, insure and keep insured the Charged Assets either in its own name or in its name and that of the relevant Chargor jointly, or in the name of the relevant Chargor with an endorsement of the Lender's interest save that the Lender shall not be entitled under this Clause 9.5.3 to insure against loss of profits. The monies expended by the Lender on so effecting or renewing any such insurance shall be reimbursed by the Chargor to the Lender on demand and until so reimbursed shall carry interest from the date of payment to the date of reimbursement at the rate set out in Clause 2.2 (*Default interest*).

## 9.6 **Intellectual Property**

Each Chargor shall, in respect of any Intellectual Property which is material to or required in connection with its business:

- 9.6.1 take all such steps and do all such acts as may be necessary to preserve and maintain the subsistence, validity and value of any such Intellectual Property;
- 9.6.2 maintain an up-to-date record of all trade marks and Intellectual Property belonging to it, all applications for registration of trade marks and all copyright, patents and patent applications owned by any Chargor and provide a copy to the Lender within five Business Days of written request;
- 9.6.3 diligently commence and prosecute all proceedings that may be necessary to prevent infringement of any Intellectual Property belonging to it where the infringement has or could have a material effect on its business;

- 9.6.4 pay all application, registration, renewal and other payments necessary to effect, protect, maintain or renew registrations in respect of its Intellectual Property that is material to its business and contracts and do all such things necessary to maintain all such Intellectual Property rights in full force and effect, and within five Business Days of the Lender's written request send or deliver to the Lender the receipts for all such payments; and
- 9.6.5 not use or permit any such Intellectual Property to be used in any way which may materially and adversely affect its value.

## 9.7 **Specific Contracts**

- 9.7.1 Each Chargor must:
  - 9.7.1.1 enforce its rights under the Specific Contracts;
  - 9.7.1.2 perform its obligations under the Specific Contracts in a prompt and efficient manner;
  - 9.7.1.3 upon request, provide the Lender promptly with copies of the Specific Contracts and any amendments thereto (other than amendments of a minor or administrative nature) (to the extent not provided to the Lender on or prior to the date of this Debenture);
  - 9.7.1.4 provide to the Lender promptly on request all information, accounts and records in the possession or control of any Chargor that may be necessary or of assistance to enable the Lender to verify:
    - (a) the amount of all payments made or payable under any of the Specific Contracts by the other party to each Specific Contract; or
    - (b) the performance by each such other party of all its obligations under any of the Specific Contracts; and
  - 9.7.1.5 provide the Lender with copies of all notices given to or received from the other party under any of the Specific Contracts promptly after they are given or received.
- 9.7.2 No Chargor shall do or omit to do anything in relation to the Specific Contracts which may reasonably be expected to adversely and materially affect any Chargor's ability to perform its obligations under the Finance Documents.
- 9.7.3 No Chargor shall, without the Lender's prior written consent:

- 9.7.3.1 amend or waive any of its rights under any of the Specific Contracts,;
- 9.7.3.2 release any other party to any of the Specific Contracts from any of its obligations thereunder or allow such party to exercise any right of set-off, or
- 9.7.3.3 waive any breach by such other party of, or agree to accept termination of such other party's obligations under any of the Specific Contracts,
- 9.7.3.4 except, in each case, where the quantum of any such action is not more than USD50,000.

## 10. **LENDER'S POWER TO REMEDY**

If any Chargor fails to comply with any obligation set out in Clause 6 (*Provisions as to Security and Protection*) or Clause 9 (*Undertakings*) and that failure is not remedied to the satisfaction of the Security Agent within 14 days of the Security Agent giving notice to the relevant Chargor or the relevant Chargor becoming aware of the failure to comply, it will allow (and irrevocably authorises) the Security Agent or any person which the Security Agent nominates to take any action on behalf of that Chargor which the Security Agent considers is necessary to ensure that those obligations are complied with.

## 11. **ENFORCEMENT OF SECURITY**

### 11.1 **Enforcement**

Any time after the occurrence of:

- 11.1.1 an Event of Default; or
- 11.1.2 a request from any Chargor to the Lender that it exercise any of its powers under this Debenture,

the Security created by or pursuant to this Debenture shall become immediately enforceable and the Lender may, without notice to any Chargor or prior authorisation from any court, in its absolute discretion:

- 11.1.2.1 secure and perfect its title to all or any part of the Charged Assets;
- 11.1.2.2 enforce all or any part of that Security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Charged Assets (and any assets of

the relevant Chargor which, when got in, would be part of the Charged Assets) at the times, in the manner and on the terms it thinks fit (including whether for cash or non-cash consideration); and

11.1.2.3 whether or not it has appointed a Receiver, exercise all or any of the rights, powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Debenture) on mortgagees and by this Debenture on any Receiver or otherwise conferred by law on mortgagees or Receivers.

## 11.2 **Effect of moratorium**

Other than in respect of any floating charge referred to in section A52(4) of Part A1 of the Insolvency Act 1986, the Lender shall not be entitled to exercise its rights under Clause 11.1 (*Enforcement*), Clause 13.1 (*Appointment and removal*) or Clause 5.2 (*Crystallisation: by notice*) where the right arises as a result of an Event of Default occurring solely due to any person obtaining, or taking steps to obtain, a moratorium pursuant to Part A1 of the Insolvency Act 1986.

## 12. **EXTENSION OF POWERS AND RIGHT OF APPROPRIATION**

### 12.1 **Extension of power of sale**

The power of sale or other disposal conferred on the Lender and on any Receiver by this Debenture shall operate as a variation and extension of the statutory power of sale under section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on the date of this Debenture or, in respect of Charged Assets secured pursuant to a Security Accession Deed, on the date of the Security Accession Deed.

### 12.2 **Restrictions**

The restrictions contained in sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Debenture or to the exercise by the Lender of its right to consolidate all or any of the Security created by or pursuant to this Debenture with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Lender without notice to any Chargor on or at any time after the Security created by or pursuant to this Debenture has become enforceable in accordance with Clause 10 (*Enforcement of Security*).

### 12.3 **Right of appropriation**



After the Security created by or pursuant to this Debenture has become enforceable in accordance with Clause 11.1 (*Enforcement*) to the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003, as amended, (the "Regulations") apply to a Charged Asset, the Lender shall have the right to appropriate all or any part of that Charged Asset in or towards the payment or discharge of the Secured Obligations and may exercise such right to appropriate upon giving written notice to the relevant Chargor. For this purpose, the parties agree that the value of that Charged Asset shall be:

- 12.3.1 in the case of cash, the amount standing to the credit of each of the Accounts, together with any accrued but unposted interest, at the time of appropriation; and
- 12.3.2 in the case of any Investments and/or Shares, the market value of such Investments and/or Shares determined by the Lender by reference to a public index or independent valuation, or by such other process as the Lender may select.

In each case, the parties further agree that the method of valuation provided for in this Debenture shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

#### 12.4 **Statutory powers**

The powers conferred by this Debenture on the Lender are in addition to and not in substitution for the powers conferred on mortgagees and mortgagees in possession under the Law of Property Act 1925, the Insolvency Act 1986 or otherwise by law (as extended by this Debenture) and such powers shall remain exercisable from time to time by the Lender in respect of any part of the Charged Assets. In the case of any conflict between the statutory powers contained in any such Acts and those conferred by this Debenture, the terms of this Debenture shall prevail.

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

#### 13.1 **Appointment and removal**

After the Security created by or pursuant to this Debenture has become enforceable in accordance with Clause 11.1 (*Enforcement*), the Lender may by deed or otherwise (acting through an authorised officer of the Lender);

- 13.1.1 without prior notice to any Chargor:
  - 13.1.1.1 appoint one or more persons to be a Receiver of the whole or any part of the Charged Assets;

13.1.1.2 appoint two or more Receivers of separate parts of the Charged Assets;

13.1.1.3 remove (so far as it is lawfully able) any Receiver so appointed;

13.1.1.4 appoint another person(s) as an additional or replacement Receiver(s); and

13.1.1.5 appoint one or more persons to be an administrator of any Chargor pursuant to paragraph 14 of Schedule B1 of the Insolvency Act 1986; and

13.1.2 appoint one or more persons to be an administrator of any Chargor pursuant to paragraph 12 of Schedule B1 of the Insolvency Act 1986.

### 13.2 **Capacity of Receivers**

Each person appointed to be a Receiver pursuant to Clause 13.1 (*Appointment and removal*) shall be:

13.2.1 entitled to act individually or together with any other person appointed or substituted as Receiver;

13.2.2 the agent of each Chargor which shall be solely responsible for the Receiver's acts, defaults and liabilities and for the payment of the Receiver's remuneration and no Receiver shall at any time act as agent for the Lender; and

13.2.3 entitled to be remunerated at a rate to be fixed by the Lender from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

### 13.3 **Statutory powers of appointment**

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Lender under the Law of Property Act 1925 (as extended by this Debenture) or otherwise and such powers shall remain exercisable from time to time by the Lender in respect of any part of the Charged Assets.

## 14. **POWERS OF RECEIVERS**

Every Receiver shall (subject to any restrictions in the Receiver's instrument of appointment but notwithstanding any winding-up or dissolution of any Chargor) have and be entitled to exercise, in relation to the Charged Assets (and any assets of any Chargor which, when got in, would be Charged Assets) in respect of which the Receiver was appointed, and as varied

and extended by the provisions of this Debenture (in the name of or on behalf of any Chargor or in the Receiver's own name and, in each case, at the cost of that Chargor):

- 14.1.1 all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act;
- 14.1.2 all 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);
- 14.1.3 all the powers and rights of an absolute owner and power to do or omit to do anything which any Chargor itself could do or omit to do; and
- 14.1.4 the power to do all things (including bringing or defending proceedings in the name or on behalf of any Chargor) which seem to the Receiver to be incidental or conducive to:
  - 14.1.4.1 any of the functions, powers, authorities or discretions which are conferred on or vested in the Receiver;
  - 14.1.4.2 the exercise of the Collateral Rights (including realisation of all or any part of the assets in respect of which that Receiver was appointed); or
  - 14.1.4.3 bringing to the Receiver's hands any assets of any Chargor forming part of, or which when got in would be, Charged Assets.

## 15. **APPLICATION OF PROCEEDS**

### 15.1 **Order of application of proceeds**

All monies received or recovered by the Lender or a Receiver under this Debenture or in connection with the realisation or enforcement of all or part of the security constituted by this Debenture shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority (but without prejudice to the Lender's right to recover any shortfall from the Chargors):

- 15.1.1 in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Lender (and any Receiver, attorney or agent appointed by it) under or in connection with this Debenture, and of all remuneration due to any Receiver under or in connection with this Debenture;
- 15.1.2 in or towards payment of the Secured Obligations in any order and manner that the Lender determines; and

15.1.3 in payment of the surplus (if any) to the Chargors or any other person entitled to it.

15.2 **Appropriation**

Neither the Lender nor any Receiver shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Obligations.

16. **PROTECTION OF PURCHASERS**

16.1 **Consideration**

The receipt of the Lender or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Assets or making any acquisition, the Lender or any Receiver may do so for such consideration (whether cash or non-cash), in such manner and on such terms as it thinks fit.

16.2 **Protection of purchasers**

No purchaser or other person dealing with the Lender or any Receiver shall be bound to inquire whether the right of the Lender or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned to inquire whether that power has been properly or regularly exercised by the Lender or such Receiver in such dealings.

17. **POWER OF ATTORNEY**

17.1 **Appointment and powers**

Each Chargor by way of security irrevocably appoints the Lender and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable, following the occurrence of an Event of Default which is continuing, for:

17.1.1 carrying out any obligation imposed on any Chargor by this Debenture or any other agreement binding on such Chargor to which the Lender is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting and/or releasing the Security created or intended to be created in respect of the Charged Assets); and

17.1.2 enabling the Lender and any Receiver to exercise, or delegate the exercise of, any of the Collateral Rights (including, after the occurrence of an Event of

Default, the exercise of any right of a legal or beneficial owner of the Charged Assets).

**17.2 Ratification**

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of the attorney's powers.

**18. EFFECTIVENESS OF SECURITY**

**18.1 Continuing security**

18.1.1 The Security created by or pursuant to this Debenture shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Lender in writing.

18.1.2 No part of the Security from time to time intended to be created by this Debenture will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

**18.2 Cumulative rights**

The Security created by or pursuant to this Debenture, and the Collateral Rights, shall be cumulative, in addition to and independent of every other Security which the Lender or any other Secured Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law and shall operate as an independent Security notwithstanding any receipt, release or discharge endorsed on or given in respect of or under any such other Security. No prior Security held by the Lender or any of the other Secured Parties over the whole or any part of the Charged Assets shall merge into the Security created by this Debenture.

**18.3 No prejudice**

The Security created by or pursuant to this Debenture, and the Collateral Rights, shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to any Chargor or any other person, or the Lender or any of the other Secured Parties or by any other thing which might otherwise prejudice that Security or any Collateral Right.

**18.4 Remedies and waivers**

No failure on the part of the Lender to exercise, nor any delay on its part in exercising, any Collateral Right, shall operate as a waiver of that Collateral Right or constitute an election to affirm this Debenture. No election to affirm this Debenture on the part of the Lender shall be

effective unless it is in writing. No single or partial exercise of any Collateral Right shall preclude any further or other exercise of that or any other Collateral Right.

**18.5 No liability**

None of the Lender, its nominee(s) or any Receiver shall be liable:

18.5.1 to account as a mortgagee or mortgagee in possession; or

18.5.2 for any loss arising by reason of taking any action permitted by this Debenture or any neglect or default in connection with the Charged Assets or taking possession of or realising all or any part of the Charged Assets,

except in the case of gross negligence or wilful default upon its part.

**18.6 Partial invalidity**

If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Debenture nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the Security intended to be created by or pursuant to this Debenture is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security.

**18.7 Waiver of defences**

The obligations assumed, and the Security created, by each Chargor under this Debenture, and the Collateral Rights, will not be affected by any act, omission, matter or thing which, but for this Clause 18.7, would reduce, release or prejudice any of its obligations under, or the Security created by, this Debenture (whether or not known to that Chargor or any Secured Party) including:

18.7.1 any time, waiver or consent granted to, or composition with, any Loan Party or other person;

18.7.2 the release of any other Loan Party or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;

18.7.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, any Loan Party or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;

- 18.7.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of, any Loan Party or any other person;
- 18.7.5 any amendment, novation, supplement, extension, restatement (in each case, however fundamental and whether or not more onerous) or replacement of a Loan Document or any other document or Security or of the Secured Obligations including any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Loan Document or other document or Security;
- 18.7.6 any unenforceability, illegality or invalidity of any obligation of any person under any Loan Document or any other document or Security or of the Secured Obligations; and
- 18.7.7 any insolvency or similar proceedings.

#### 18.8 **Chargor intent**

Without prejudice to the generality of Clause 18.7 (*Waiver of Defences*), each Chargor expressly confirms that it intends that the Security created under this Debenture, and the Collateral Rights, shall extend from time to time to any (however fundamental and of whatsoever nature, and whether or not more onerous) variation, increase, extension or addition of or to any of the Loan Documents and/or any facility or amount made available under any of the Loan Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

#### 18.9 **Immediate recourse**

Each 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 other person before claiming from that Chargor under this Debenture or enforcing the Security created by this Debenture. This waiver applies irrespective of any law or any provision of this Debenture to the contrary.

#### 18.10 **Deferral of rights**

Until the end of the Security Period, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Debenture:

- 18.10.1 to be indemnified by a Loan Party or in respect of any other person;
- 18.10.2 to claim any contribution from any guarantor or any other person in respect of any Loan Party's obligations under the Loan Documents;
- 18.10.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Party under the Loan Documents or of any other guarantee or Security taken pursuant to, or in connection with, the Loan Documents by any Secured Party;
- 18.10.4 to bring legal or other proceedings for an order requiring any Loan Party or other person to make any payment, or perform any obligation, in respect of which any Loan Party or other person has given a guarantee, undertaking or indemnity under any Loan Document;
- 18.10.5 to exercise any right of set-off against any Loan Party or other person; and/or
- 18.10.6 to claim or prove as a creditor of any Loan Party or other person in competition with any Secured Party.

If any Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to any Secured Party by the Loan Parties under or in connection with the Loan Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Lender or as the Lender may direct for application in accordance with Clause 15 (*Application of Proceeds*).

#### 18.11 **Additional Security**

The Security created by each Chargor under this Debenture and the Collateral Rights are in addition to and are not in any way prejudiced by any other guarantee or Security now or subsequently held by any Secured Party.

### 19. **PRIOR SECURITY INTERESTS**

#### 19.1 **Redemption or transfer**

In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security against any of the Charged Assets or in case of exercise by the Lender or any Receiver of any power of sale or right of appropriation or application under this Debenture, the Lender may redeem such prior Security or procure the transfer thereof to itself.

#### 19.2 **Accounts**



The Lender may settle and agree the accounts of the prior Security and any accounts so settled and agreed will be conclusive and binding on each Chargor.

**19.3 Costs of redemption or transfer**

All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by each Chargor to the Lender on demand together with accrued interest thereon calculated in accordance with Clause 2.2 (*Default interest*).

**20. SUBSEQUENT SECURITY INTERESTS**

If the Lender or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security, assignment or transfer affecting all or any part of the Charged Assets which is prohibited by the terms of any Loan Document, all payments thereafter made by or on behalf of the relevant Chargor to the Lender or any of the other Secured Parties will (in the absence of any express contrary appropriation by that Chargor) be treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Obligations at the time that notice was received.

**21. SUSPENSE ACCOUNTS**

All monies received, recovered or realised by the Lender under this Debenture (including the proceeds of any conversion of currency) may in the discretion of the Lender be credited to any interest bearing suspense or impersonal account(s) maintained with any bank, building society, financial institution or other person which the Lender considers appropriate (including itself) for so long as it may think fit (the interest being credited to the relevant account) pending their application from time to time at the Lender's discretion, in or towards the discharge of any of the Secured Obligations and save as provided herein no party will be entitled to withdraw any amount at any time standing to the credit of any suspense or impersonal account referred to above.

**22. RELEASE OF SECURITY**

**22.1 Release of Security**

Upon the expiry of the Security Period, the Lender shall, at the request and cost of each Chargor, release and cancel the Security created by this Debenture and procure the reassignment to the relevant Chargor of the property and assets assigned to the Lender pursuant to this Debenture, in each case subject to Clause 22.2 (*Clawback*) and without recourse to, or any representation or warranty by, the Lender or any of its nominees.

**22.2 Clawback**

If the Lender considers that any amount paid or credited to any Secured Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of each Chargor under this Debenture and the Security created by that or those documents will continue and such amount will not be considered to have been irrevocably paid or credited.

23. **SET-OFF**

Each Chargor authorises the Lender (but the Lender shall not be obliged to exercise such right), after the Security created by or pursuant to this Debenture has become enforceable in accordance with Clause 11.1 (*Enforcement*), to set off against the Secured Obligations any amount or other obligation (contingent or otherwise) owing by the Lender to any Chargor and apply any credit balance to which that Chargor is entitled on any account with the Lender in accordance with Clause 15 (*Application of Proceeds*) (notwithstanding any specified maturity of any deposit standing to the credit of any such account).

24. **FURTHER PROVISIONS**

24.1 **Calculations**

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

24.2 **Amendments**

No amendment of this Debenture shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

24.3 **Payments**

All payments made under this Debenture shall be free and clear of any taxes, withholdings, duties, impositions or other charges to the end that the Lender will receive the entire amount of any Secured Obligations payable hereunder, regardless of source of payment. If a deduction or withholding on account of tax is required by law to be made by a Chargor, the amount of the payment due from that Chargor shall be increased to an amount which (after making any deduction required by law) leaves an amount equal to the payment which would have been due if no deduction or withholding had been required.

25. **CHANGES TO THE PARTIES**

25.1 **No assignments or transfers by Chargor**

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

## 25.2 **Assignments by the Lender**

The Lender may assign all or any of its rights under this Debenture. The Lender shall be entitled to disclose such information concerning any Chargor and this Debenture as the Lender considers appropriate to any actual or proposed direct or indirect assignee or to any person to whom information may be required to be disclosed by any applicable law.

## 25.3 **Additional Chargors**

25.3.1 Each party to this Debenture acknowledges and agrees that a member of the Group may become an Additional Chargor and party to this Debenture by executing and delivering a Security Accession Deed.

25.3.2 Each Chargor irrevocably appoints Elevate Legal Services UK Limited as its attorney for the purpose of executing a Security Accession Deed on its behalf.

## 25.4 **Successors**

This Debenture shall remain in effect despite any amalgamation or merger (however effected) relating to the Lender. References to the Lender shall include (i) any transferee, assignee or successor in title of the Lender, (ii) any entity into which the Lender is merged or converted or with which it may be consolidated, (iii) any legal entity resulting from any merger, conversion or consolidation to which such Lender is a party and (iv) any other person who, under the laws of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of the Lender under this Debenture or to which, under such laws, those rights and obligations have been transferred (such person described in (i) to (iv) being a successor to the Lender for all purposes under the Loan Documents).

## 26. **NOTICES**

### 26.1 **Communications in Writing**

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

### 26.2 **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 Debenture is:

26.2.1 in the case of an Original Chargor, that identified with its name in Schedule 1 (*The Original Chargors*);

26.2.2 in the case of an Additional Chargor, that specified in its Security Accession Deed; and

26.2.3 in the case of the Lender, that identified with its name below,

or any substitute address, fax number, or department or officer as the party may notify to the other by not less than five Business Days' notice.

### 26.3 **Delivery**

26.3.1 Any communication or document made or delivered by one person to another under or in connection with this Debenture will only be effective:

26.3.1.1 if by way of fax, when received in legible form; or

26.3.1.2 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,

and, if a particular department or officer is specified as part of its address details provided under Clause 26.2 (*Addresses*), if addressed to that department or officer.

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

### 26.4 **Electronic communication**

26.4.1 Any communication to be made between a Chargor and the Lender under or in connection with this Debenture may be made by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) if those two parties:

26.4.1.1 notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and

26.4.1.2 notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.

26.4.2 Any such electronic communication as specified in 26.4.1 above may only be made in that way to the extent that that Chargor and the Lender agree that,

unless and until notified to the contrary, this is to be an accepted form of communication.

26.4.3 Any such electronic communication as specified in Clause 26.4.2 will be effective only when actually received (or made available) in readable form and in the case of any electronic communication made by a Chargor to the Lender only if it is addressed in such manner as the Lender shall specify for this purpose.

26.4.4 Any electronic communication which becomes effective, in accordance with Clause 26.4.2, after 5:00 p.m. in the place in which the addressee of the relevant communication has its address for the purpose of this Debenture shall be deemed only to become effective on the following day.

26.4.5 Any reference in this Debenture to a communication being sent or received shall be construed to include that communication being made available in accordance with this Clause 26.4.

## 26.5 **English language**

26.5.1 Any notice given under or in connection with this Debenture must be in English.

26.5.2 All other documents provided under or in connection with this Debenture must be:

26.5.2.1 in English; or

26.5.2.2 if not in English, and if so required by the Lender, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

## 27. **EXPENSES, STAMP TAXES AND INDEMNITY**

### 27.1 **Expenses**

Each Chargor shall, from time to time on demand of the Lender, reimburse the Lender for all the costs and expenses (including, in relation to Clause 27.1.1 only, legal fees reasonably incurred and in relation to Clause 27.1.2, any legal fees) on a full indemnity basis together with any VAT thereon incurred by it in connection with:

27.1.1 the negotiation, preparation and execution of this Debenture and the completion of the transactions and perfection of the Security contemplated in this Debenture; and

27.1.2 the exercise, preservation and/or enforcement of any of the Collateral Rights or the Security contemplated by this Debenture or any proceedings instituted by or against the Lender as a consequence of taking or holding the Security or of enforcing the Collateral Rights,

and shall carry interest from the date of such demand until so reimbursed in accordance with Clause 2.2 (*Default interest*).

## 27.2 **Stamp Taxes**

Each Chargor shall pay all stamp, registration, notarial and other taxes and fees to which this Debenture, the Security contemplated in this Debenture or any judgment given in connection with it is or at any time may be subject and shall, from time to time, indemnify the Lender on demand against any liabilities, costs, claims and expenses resulting from any failure to pay or delay in paying any such tax.

## 27.3 **Indemnity**

Each Chargor shall, notwithstanding any release or discharge of all or any part of the Security created by or pursuant to this Debenture, indemnify the Lender, its agents, attorneys and any Receiver against any action, proceeding, claims, losses, liabilities and costs which it may sustain as a consequence of any breach by any Chargor of the provisions of this Debenture, the exercise or purported exercise of any of the rights and powers conferred on them by this Debenture or otherwise relating to the Charged Assets.

## 28. **DISCRETION AND DELEGATION**

### 28.1 **Discretion**

Any liberty or power which may be exercised or any determination which may be made under this Debenture by the Lender or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

### 28.2 **Delegation**

Each of the Lender and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Debenture (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude the subsequent exercise, any subsequent delegation or any revocation of such power, authority or discretion by the Lender or the Receiver itself.

29. **GOVERNING LAW**

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

30. **JURISDICTION**

30.1 **English Courts**

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute relating to the existence, validity or termination of this Debenture or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Debenture) (a "Dispute").

30.2 **Convenient forum**

Each Chargor agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and, accordingly, that no Chargor will argue to the contrary.

30.3 **Exclusive jurisdiction**

Notwithstanding Clause 30.1 (*English Courts*), the Lender may take proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Lender may take concurrent proceedings in any number of jurisdictions.

30.4 **Service of process**

Without prejudice to any other mode of service allowed under any relevant law, each Non-UK Chargor:

30.4.1       irrevocably appoints Elevate Legal Services UK Limited of One Central Parkway, Newcastle Upon Tyne, Tyne and Wear, NE1 3BZ as its agent for service of process in relation to any proceedings before the English courts in connection with this Debenture; and

30.4.2       agrees that failure by an agent for service of process to notify the Chargor of the process will not invalidate the proceedings concerned.

If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the relevant Chargor must immediately (and in any event within 5 Business Days of such event taking place) appoint another agent on terms acceptable to the Lender. Failing this, the Lender may appoint another agent for this purpose.

**THIS DEBENTURE** has been signed by the Lender and executed as a deed by each Original Chargor and is delivered by them as a deed on the date stated at the beginning of this Debenture.



**SCHEDULE 1**  
**THE ORIGINAL CHARGORS**

<b>Name and Company Number of Original Chargor</b>	<b>Jurisdiction</b>	<b>Address and name of relevant department or officer to receive notice</b>
ElevateNext UK Limited (CRN: 04797938)	England and Wales	One, Central Parkway, Newcastle Upon Tyne, England, NE1 3BZ
Elevate Legal Services UK Limited (CRN: 08484761)	England and Wales	One, Central Parkway, Newcastle Upon Tyne, England, NE1 3BZ
Elevate Services, Inc. (CRN: 5007079)	Delaware, USA	2375 E. Camelback Rd., Suite 690, Phoenix, AZ 85016; Attn: Steve Harmon

**SCHEDULE 2**  
**ACCOUNTS**

<b>Chargor</b>	<b>Account Bank (including address and sort code)</b>	<b>Account Name</b>	<b>Account Number</b>
Elevate Legal Services UK Limited	Silicon Valley Bank  Alphabeta, 14-18 Finsbury Square, London EC2A 1BR  Sort code: n/a	Elevate Legal Services UK Limited	[REDACTED]
Elevate Legal Services UK Limited	Silicon Valley Bank  Alphabeta, 14-18 Finsbury Square, London EC2A 1BR  Sort code: 621000	Elevate Legal Services UK Limited	[REDACTED]
ElevateNext UK Limited	Lloyds  40 Rosslyn Hill, Hampstead, London NW3 1NL  Sort code: 309380	ElevateNext UK Limited	[REDACTED]
ElevateNext UK Limited	Lloyds  40 Rosslyn Hill, Hampstead, London NW3 1NL  Sort code: 309380	ElevateNext UK Limited	[REDACTED]
ElevateNext UK Limited	JPM  25 Bank Street, Canary Wharf, London, E14 5JP  Sort code: 60-92-42	ElevateNext UK Limited	[REDACTED]
ElevateNext UK Limited	JPM	ElevateNext UK Limited	[REDACTED]

	25 Bank Street, Canary Wharf, London, E14 5JP  Sort code: 60-92-42		
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**SCHEDULE 3**  
**SHARES AND INVESTMENTS**

**SHARES**

<b>Name of Chargor</b>	<b>Name of Charged Company</b>	<b>Issued Capital Share</b>	<b>Description and Number of Shares Held</b>	<b>Share Certificate Number(s)</b>
Elevate Services, Inc.	ElevateNext UK Limited	150 ordinary shares of £1.00 each	150 ordinary shares of £1.00 each	10

**INVESTMENTS**

<b>Name of Issuer/Loan Party</b>	<b>Description of Investment</b>	<b>Document Evidencing or Indicating Title</b>
N/A	N/A	N/A

**SCHEDULE 4**  
**INTELLECTUAL PROPERTY**

**Part 1 - Patent and patent applications**

<b>Name of Chargor</b>	<b>Territory</b>	<b>Description</b>	<b>Patent No. / Application No.</b>	<b>Date of Registration/ Application</b>
N/A	N/A	N/A	N/A	N/A

**Part 2 - Trade marks and trade mark applications**

<b>Name of Chargor</b>	<b>Territory</b>	<b>Trade Marks</b>	<b>Class No.</b>	<b>Registration No./ Application No.</b>	<b>Date of Application/ Registration</b>
ElevateNext UK Ltd	United Kingdom	HALEBURY	35, 41, and 45	14 April 2017	UK00003196601
ElevateNext UK Ltd	United Kingdom	TRANSFOR M LAW	35, 41, and 45	10 November 2017	UK00003248234
ElevateNext UK Ltd	United Kingdom	TRANSFOR MING	35, 41, and 45	15 March 2019	UK00003332196
ElevateNext UK Ltd	United Kingdom	TRANSFOR MING LAW	35, 41, and 45	14 December 2018	UK00003332193
ElevateNext UK Ltd	United Kingdom	Halebury "H" Logo	35, 41, and 45	14 December 2018	UK00003333096

**Part 3 - Registered designs and applications for registered designs**

<b>Name of Chargor</b>	<b>Territory</b>	<b>Design</b>	<b>Patent No. / Application No.</b>	<b>Date of Registration/ Application</b>
N/A	N/A	N/A	N/A	N/A

**Part 4 - Copyright works and unregistered designs**

<b>Name of Chargor</b>	<b>Description</b>	<b>Date of Creation</b>	<b>Author</b>
N/A	N/A	N/A	N/A

**Part 5 - Other Intellectual Property of the chargor – Unregistered Trademarks**

<b>Name of Chargor</b>	<b>Territory</b>	<b>Trade Marks</b>
ElevateNext UK Ltd	United Kingdom	E <sup>3</sup>

**Part 6 - Intellectual Property licences**

<b>Name of Chargor</b>	<b>Description of Intellectual Property Licences</b>	<b>Licensor</b>	<b>Date of Licence</b>	<b>Duration of Licence</b>
N/A	N/A	N/A	N/A	N/A

**SCHEDULE 5**  
**SPECIFIC CONTRACTS**

<b>Date of Contract</b>	<b>Parties</b>	<b>Details of Contract</b>
April 6, 2019	Reed Smith	Reed Smith - Elevate UK - MSA - 190406 - fully exec
February 2, 2018	Hogan Lovells	Hogan Lovells - Elevate UK - MSA - 180202 - fully exec
November 18, 2020	Clyde & Co.	Clyde & Co. - Elevate UK - Contract for the supply of consultancy services - 201118 - fully exec
July 16, 2021	Ericsson	Ericsson - Elevate UK - Master Engagement Letter Agreement - 210716 - fully exec

**SCHEDULE 6**  
**REAL PROPERTY**

**Part 1 - Registered property**

Address/description of the property	Title Number
N/A	N/A

**Part 2 - Unregistered property**

Address/description of the property
N/A



**SCHEDULE 7**  
**NOTICE FOR ACCOUNTS**

**Part 1 - Form of Notice of security to Account bank**

**[On letterhead of Chargor]**

To: [Account Bank/other financial institution]

Date: [ ]

We give you notice that, by a Debenture dated [ ] (the "**Debenture**"), we have charged by way of fixed charge to Avidbank (the "**Lender**") all of our right, title and interest in and to and all monies (including interest) from time to time standing to the credit of, the account[s] listed below maintained with your [bank/building society/financial institution] (including any renewal, redesignation, replacement, subdivision or subaccount of such account) and the debt or debts represented thereby:

Account Name[s]: [ ]

Sort Code[s]: [ ]

Account No[s]: [ ]

[repeat list as necessary]

We irrevocably instruct and authorise you to disclose to the Lender without any reference to or further authority from us and without any inquiry by you as to the justification for such disclosure, such information relating to [the]/[any] account[s] maintained with you from time to time as the Lender may request you to disclose to it.

[Insert the following if notifying a charge over (operating) Accounts:

We further instruct and authorise you to act only in accordance with the Lender's instructions following receipt by you of a notice of the occurrence of an Event of Default issued by the Lender. Until such notice is received by you, we are authorised by the Lender to receive, withdraw or otherwise transfer any credit balance from time to time on any Account [subject to [insert any restrictions set out in the Facility Agreement]].]

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Lender at [ ] marked for the attention of [ ].

for and on behalf of

[CHARGOR(S)]

## Part 2 - Form of acknowledgement of Notice of security by Account bank

### [On letterhead of bank]

To: Avidbank (the "Lender")

Date:

We confirm receipt from [Enter Chargor Name] (the "**Chargor**") of a notice dated [ ] of [an assignment]/[a fixed charge] upon the terms of a Debenture dated [ ] (the "**Debenture**") of all the Chargor's right, title and interest in and to, and all monies (including interest) from time to time standing to the credit of the following account[s] which [is/are] maintained with us and the debt or debts represented thereby:

[List relevant accounts here]

(the "**Account[s]**").

We confirm that the balance standing to the Account[s] at today's date is [ ], no fees or periodic charges are payable in respect of the Account[s] and there are no restrictions on (a) the payment of the credit balance on the Account[s] [(except, in the case of a time deposit, the expiry of the relevant period)] or (b) the creation of Security over the Account[s] in favour of the Lender or any third party.

We unconditionally and irrevocably waive all rights of set-off, lien, combination or consolidation of accounts and security in respect of any Account[s] and similar rights (however described) which we may have now or in the future in respect of [each of] the Account[s] or the balance thereon to the extent that such rights relate to amounts owed to us by the Chargor.

We confirm that we have not received notice of the interest of any third party in [any of] the Account[s] and will not, without the Lender's prior written consent, amend or vary any rights attaching to the Account[s].

We will act only in accordance with the instructions given by persons authorised by the Lender and we shall send all statements and other notices given by us relating to the Account[s] to the Lender.

We confirm that we have not designated [the]/[any of the] Account[s] a dormant account within the meaning of the Dormant Bank and Building Society Accounts Act 2008. We agree that we will not so designate [the]/[any of the] Account[s] nor take any steps to transfer the balance standing to the credit of [the]/[any of the] Account[s] to the reclaim fund without the Lender's prior written consent.].

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

for and on behalf of

[Account Bank/other financial institution]

[Enter Chargor Name]

**SCHEDULE 8**  
**NOTICE FOR SPECIFIC CONTRACTS**

**Part 1 - Form of Notice to Counterparty**

**[On letterhead of Chargor]**

To: [Contract counterparty]

Date: [ ]

We give you notice that, by a Debenture dated [ ] (the "**Debenture**") we have assigned to Avidbank (the "**Lender**") by way of security all our present and future rights under or in connection with [insert details of Contract] (the "**Contract**") (including under any guarantee, warranty or indemnity granted in relation to the Contract).

Following the occurrence of an Event of Default (as defined in the Debenture) notified to you by the Lender, we irrevocably authorise and instruct you to:

1. disclose to the Lender 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 Contract as the Lender may at any time request;
2. deal only with the Lender in relation to the Contract unless you receive written instructions from the Lender to the contrary;
3. pay all sums from time to time due and payable by you under the Contract in accordance with any written instructions given to you by the Lender from time to time;
4. deal with us in relation to the Contracts; and
5. pay to us all sums from time to time due and payable by you under the Contract,

until such time as you receive notice from the Lender instructing you otherwise (an "**Instruction Notice**") following which you shall comply with all instructions contained in such Instruction Notice or in any subsequent notice or instructions relating to the Contract or the debts represented by such Contract which you receive from the Lender 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

6. send copies of all notices and communications relating to the Contract to the Lender as well as to us.

We further instruct you that upon receipt of notice from the Lender that an Event of Default has occurred and is continuing:

1. all remedies provided for in the Contract or available at law or in equity are exercisable by the Lender (provided that the Lender shall have no greater rights under this notice than we have under the Contract);
2. all rights to compel performance of the Contract are exercisable by the Lender although the Company shall remain liable to perform all of the obligations assumed by it under the Contract; and
3. all rights, interests and benefits whatsoever accruing to or for the benefit of us arising from the Contract belong to the Lender to the exclusion of the Chargor.

Please note that we are and will remain liable to perform all the obligations assumed by us under the Contract and that neither the Lender, any Receiver nor any of their agents will at any time have any liability to you under the Contract.

The instructions in this notice may not be revoked or amended without the prior written consent of the Lender.

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.

Please confirm your agreement to the above by sending the attached acknowledgement to the Lender at [address], with a copy to us at the above address.

for and on behalf of

[CHARGOR(S)]

## **Part 2 - Form of Acknowledgement from Counterparty**

To: Avidbank (the "Lender")

Date: [ ]

We confirm receipt from the Chargor of a notice dated [●] (the "**Notice**") of an assignment, upon the terms of a Debenture dated [ ] (the "**Debenture**"), of all the Chargor's present and future rights under or in connection with [insert details of Contract] (the "**Contract**") (including under any guarantee, warranty or indemnity granted in relation to the Contract).

We confirm that:

1. we accept the instructions and authorisations contained in the Notice and we undertake to act in accordance with and comply with the terms of the Notice; and

2. we have not received notice of the creation of any other assignment of or security over rights or proceeds arising under the Contract in favour of any third party or the creation of any other third party interest in those rights or proceeds and we will notify you promptly should we receive any such notice.

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.

For and on behalf of

[Counterparty]

**SCHEDULE 9**  
**NOTICE FOR INTRA-GROUP RECEIVABLES**

**Part 1 - Form of Notice of Assignment of Intra-Group Receivables**

To: [ ]

Date: [ ]

We give you notice that, by a Debenture dated [ ] (the "**Debenture**"), we have assigned to Avidbank (the "**Lender**") by way of security all our right, title and interest in and to all Intra-Group Receivables (as defined in the Debenture), including as arising under the following agreement(s) [details of contract] (the "**Contract**") including all monies which may be payable in respect of the Contract.

We will remain liable to perform all our obligations under the Contract and the Lender is under no obligation of any kind whatsoever under the Contract nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Contract.

Following the occurrence of an Event of Default (as defined in the Debenture) notified to you by the Lender, we irrevocably instruct and authorise the following:

- (a) all payments by you to us under or arising from the Intra-group Receivables or the Contract (the "**Payments**") shall be made to the Lender or to its order as it may specify in writing from time to time;
- (b) all remedies provided for in the Contract (or otherwise available) shall be exercisable by, or at the direction of, the Lender;
- (c) all rights, title and interest whatsoever accruing to or for the benefit of ourselves arising from the Intra-Group Receivables or the Contract (including all rights to compel performance) shall be exercisable by, or at the direction of, the Lender; and
- (d) you are authorised and instructed, without requiring further approval from us, to provide the Lender with such information relating to the Intra-Group Receivables or the Contract as it may from time to time request and to send it copies of all notices issued by you under the Contract to the Lender as well as to us.

These instructions may not be revoked, nor may the terms of the Intra-Group Receivables or the Contract be amended, varied, waived or terminated without the prior written consent of the Lender unless otherwise permitted by the Facility Agreement (as defined in the Debenture).

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Lender at [ ] marked for the attention of [ ].

for and on behalf of

[Enter Chargor Name]

## **Part 2 - Form of Acknowledgement of Assignment of Intra-Group Receivables**

To: Avidbank (the "**Lender**")

Date:

We acknowledge receipt of a notice dated [ ] of security created by [Chargor Name] (the "**Chargor**") in favour of the Lender over all the Chargor's rights, title and interest in and to Intra-Group Receivables and the Contract (as specified in that notice).

We confirm that:

- (a) we will comply with the terms of that notice; and
- (b) we have not received notice of any prior security over, or the interest of any third party in, Intra-Group Receivables and the Contract.

We further confirm that:

1. unless otherwise permitted under the Facility Agreement, no amendment, waiver or release of any of such rights, title and interest shall be effective without the prior written consent of the Lender;
2. no termination of such rights, title or interest shall be effective unless we have given the Lender [21] days written notice of the proposed termination, specifying the action necessary to avoid such termination;
3. the Chargor will remain liable to perform all its obligations under Intra-Group Receivables and the Contract and the Lender is under no obligation of any kind whatsoever under the Contract nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under Intra-Group Receivables and the Contract; and



4. no breach or default on the part of the Chargor of any of the terms of Intra-Group Receivables and the Contract shall be deemed to have occurred unless we have given notice of such breach to the Lender specifying how to make good such breach.

[We confirm that we have made all necessary arrangements for all future payments payable under the Contract to be made as specified in the notice.]

We have not claimed or exercised, and waive all future rights to claim or exercise, any right of set-off, lien, counterclaim or other similar right now or in the future relating to amounts owed to us by the Chargor.

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.

for and on behalf of

[            ]

[Enter Chargor Name]

**SCHEDULE 10**  
**NOTICE FOR INSURERS**

**Part 1 - Form of Notice to Insurer**

**[On the letterhead of the Chargor]**

To: *[insert name and address of Insurer]*

Date: *[•]*

We give you notice that, by a Debenture dated [ ] (the "**Debenture**"), we have assigned to Avidbank (the "**Lender**") by way of security all of our rights and claims from time to time arising in relation to (including the benefit of all claims arising and all amounts payable to us under or in connection with) the [**describe insurances**] (the "**Policy**")

We irrevocably authorise and instruct you to:

1. upon receipt of notice that an Event of Default has occurred and is continuing, disclose to the Lender 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 Policy as the Lender may at any time request;
2. upon receipt of notice that an Event of Default has occurred and is continuing, pay any sums from time to time due and payable by you under the Policy in accordance with any written instructions given to you by the Lender from time to time;
3. upon receipt of notice that an Event of Default has occurred and is continuing, comply with the terms of any notice or instructions relating to the Policy which you receive from the Lender (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);
4. note on the Policy the Lender's interest as first priority assignee of (i) all amounts payable under the Policies; and (ii) all rights in connection with those amounts under the Policy; and
5. send copies of all notices issued under the Policy to the Lender as well as to us.

Please note that we are and will remain liable to perform all the obligations assumed by us under the Policy and that neither the Lender, any Receiver nor any of their agents nor any other person will have any liability to you under the Policy.

The instructions in this notice may not be revoked or amended without the prior written consent of the Lender.

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Lender at [ ] marked for the attention of [ ].

for and on behalf of

[Enter Chargor Name]

## **Part 2 - Form of Acknowledgement from Insurer**

### **[On the letterhead of the Insurer]**

To: Avidbank (the "**Lender**")

Date: [ ]

We acknowledge receipt from the Chargor of a notice dated [●] (the "**Notice**") of an assignment, upon the terms of a Debenture dated [ ] (the "**Debenture**"), of (i) all amounts payable to the Chargor under or in connection with the Policy; (ii) all the Chargor's rights in connection with those amounts; and (iii) all Related Rights, as defined in the Debenture (as defined in the Notice).

We confirm that:

1. we accept the instructions and authorisations contained in the Notice and undertake to act in accordance with and comply with the terms of the Notice;
2. we have noted your interest as first priority assignee of the amounts and rights, title and interest under the Policy;
3. after receipt of notice that an Event of Default has occurred and is continuing in accordance with the Notice, we will pay all monies to which the Chargor are entitled under the Policy as directed by the Lender (and not the Chargor) unless the Lender otherwise agrees in writing;
4. we have not received notice of the creation of any other assignment of or any security over rights or proceeds arising under the Policy in favour of any third party or the creation of any other third party interest in those rights or proceeds;
5. we will notify you, the Lender, at least 30 days before the Policy is due to expire, if we have not received the Chargor's renewal instructions in relation to such Policy;

6. we agree to notify you if the Chargor breaches the terms of any Policy or otherwise gives us grounds to declare any Policy void or voidable.

All terms used in this letter have the same meaning as in the Notice.

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales. Yours faithfully

For and on behalf of

[Name of insurance company]

**SCHEDULE 11**  
**FORM OF SECURITY ACCESSION DEED**

**THIS SECURITY ACCESSION DEED** is made on [•]

**BETWEEN:**

- (1) [•], (registered in [•] with company registration number [•]) (the "**Additional Chargor**");
- (2) [•], (registered in [•] with company registration number [•]) (the "[Name of Chargor Representative]"); and
- (3) [•], (the "**Lender**").

**RECITALS:**

- (A) The Additional Chargor has agreed to enter into this Security Accession Deed and to become a Chargor under a debenture dated [•] between [•] and [•] as Original Chargors and the Lender as amended and supplemented by earlier Security Accession Deeds (if any) (the "**Debenture**").
- (B) This Security Accession Deed is supplemental to the Debenture.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

Unless defined in this Security Accession Deed, or the context otherwise requires, a term defined in or incorporated by reference into the Debenture has the same meaning in this Security Accession Deed, or in any notice given under or in connection with this Security Accession Deed.

**1.2 Interpretation and construction**

- 1.2.1 Clause 1.2 (*Terms defined in other Loan Documents*), Clause 0 (*Construction*), Clause 1.3 (*Third party rights*) and Clauses 1.4 (*Present and future assets*) to 1.5 (*Lender assumes no obligation*) (inclusive) of the Debenture are deemed to form part of this Security Accession Deed as if expressly incorporated into it and as if all references in those clauses to the Debenture were references to this Security Accession Deed.
- 1.2.2 All the provisions contained in the Debenture in relation to the Security created by it and all the powers and rights conferred on the Lender and any Receiver in

relation to the Security created by the Debenture shall extend and apply to the Security created by this Security Accession Deed.

1.2.3 The Debenture and this Security Accession Deed shall be read together and construed as one instrument.

1.2.4 This Security Accession Deed is a Loan Document.

## **2. ACCESSION OF ADDITIONAL CHARGOR**

### **2.1 Accession**

With effect from the date of this Security Accession Deed, the Additional Chargor:

2.1.1 agrees to be a party to the Debenture as a Chargor; and

2.1.2 agrees to be bound by all the terms of the Debenture which are expressed to be binding on a Chargor as if it had originally been a party to it as a Chargor (but so that the Security created by virtue of this deed shall be created on the date of this Security Accession Deed).

### **2.2 Consent of existing Chargors**

The [Name of Chargor Representative] agrees and consents, on behalf of each of the other existing Chargors, to the terms of this Security Accession Deed and further agrees that its execution shall not, in any way, prejudice or affect the Security granted by each of the existing Chargors pursuant to (and the covenants given by each of them in) the Debenture or any other Security Accession Deed.

### **2.3 Covenant to pay**

The Additional Chargor covenants with the Lender that it shall, on demand of the Lender pay, discharge and satisfy the Secured Obligations in accordance with their respective terms.

## **3. COMMON PROVISIONS**

### **3.1 Common provisions as to all Security**

All the Security created by or pursuant to this Security Accession Deed is:

3.1.1 created with full title guarantee;

3.1.2 created in favour of the Lender; and

3.1.3 continuing security for the payment and discharge of all the Secured Obligations.

### **3.2 Consent for Fixed Security**

The Additional Chargor creates each Fixed Security subject to obtaining any necessary consent to such Fixed Security from any relevant third party.

## **4. FIXED SECURITY**

### **4.1 Fixed charge over Real Property**

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to:

- 4.1.1 its Real Property (and by way of first legal charge the properties specified in Schedule 5 (*Real Property*) of this Security Accession Deed), all rental and other income and all debts, rights and claims now or in the future due or owing to it under or in connection with any, lease, agreement or licence relating to its Real Property;
- 4.1.2 its rights and claims against the lessees, sub-lessees or licensees of its Real Property and all guarantors and sureties for the obligations of such lessees, sub-lessees or licensees; and
- 4.1.3 each of the present and future agreements, licences, options, contracts, guarantees, warranties, easements, agreements for lease, and any other document, in each case, entered into by it relating to the use, acquisition, exploitation, disposal of or dealings with any of the Real Property,

and in each case, including all Related Rights.

### **4.2 Fixed charge over Tangible Moveable Property**

The Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Tangible Moveable Property and all Related Rights.

### **4.3 Fixed charge over Accounts**

The Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Accounts [including Schedule 1 (*Accounts*) of this Security Accession Deed], and all Related Rights. The execution of this Deed by the Additional Chargor and the Lender shall constitute notice to the Lender of the charge created over any Account opened or maintained with the Lender.

### **4.4 Fixed charge over Monetary Claims**

The Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Monetary Claims (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Security Accession Deed) and all Related Rights (to the extent not already charged under this Clause 4.4).

#### **4.5 Fixed charge over Investments**

The Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Investments [including, without limitation, those listed in Schedule 2 (*Shares and Investments*) of this Security Accession Deed] and all dividends, interest and other monies payable in respect of those Investments and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

#### **4.6 Fixed charge over Shares**

The Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Shares [including, without limitation, those listed in Schedule 2 (*Shares and Investments*) of this Security Accession Deed] and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

#### **4.7 Fixed charge over Insurance Policies**

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to each of the Insurance Policies (to the extent they are not effectively assigned pursuant to Clause 4.11 (*Assignment of Intra-Group Receivables*) of this Security Accession Deed), including the benefit of all claims arising and all money payable under the Insurance Policies and all other Related Rights.

#### **4.8 Fixed charge over Intellectual Property**

The Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Intellectual Property [including, without limitation, those listed in Schedule 3 (*Intellectual Property*) of this Security Accession Deed] and all Related Rights.

#### **4.9 Fixed charge over contracts, deeds etc**

The Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to the benefit of all contracts, deeds, undertaking, agreements, rights, warranties, securities, covenants, guarantees, bonds and indemnities of any nature now or at any time entered into by or enjoyed or held by the Additional Chargor (including the Specific



Contracts listed in Schedule 4 (*Specific Contracts*) of this security Accession Deed to the extent they are not effectively assigned pursuant to Clause 4.11 (*Assignment of Intra-Group Receivables*) of this Security Accession Deed), together with all Related Rights.

#### **4.10 Fixed charge over Intra-Group Receivables**

The Additional Chargor charges by way of first fixed charge, all of its rights, title and interest from time to time in and to all Intra-group Receivables of the Additional Chargor (to the extent they are not effectively assigned pursuant to Clause 4.11 (*Assignment of Intra-Group Receivables*) of this Security Accession Deed)), and all Related Rights in relation to each of those assets..

#### **4.11 Security Assignment**

The Additional Chargor assigns (by way of security) to the Lender all of its rights, claims, title and interest from time to time in and to the Insurance Policies, Specific Contracts and Intra-Group Receivables of the Additional Chargor, together with all Related Rights, subject in each case to reassignment by the Lender to the Additional Chargor of all such rights, title and interest upon the expiry of the Security Period.

### **5. FLOATING CHARGE**

#### **5.1 Floating charge**

5.1.1 The Additional Chargor charges by way of first floating charge in favour of the Lender all present and future assets and undertaking of the Additional Chargor.

5.1.2 The floating charge created pursuant to Clause 5.1.1 shall be deferred in point of priority to all Fixed Security validly and effectively created by the Additional Chargor under the Loan Documents in favour of the Lender as security for the Secured Obligations.

5.1.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to Clause 5.1.1.

### **6. POWERS OF ATTORNEY**

#### **6.1 Security power of attorney**

The Additional Chargor by way of security irrevocably appoints the Lender and any Receiver severally to be its attorney in accordance with the terms set out in Clause 17.1 (*Appointment and powers*) and Clause 17.2 (*Ratification*) of the Debenture.

#### **6.2 Additional Chargors**

The Additional Chargor irrevocably appoints the [Name of Chargor Representative] as its attorney for the purpose of executing a Security Accession Deed relating to any other member of the Group on its behalf.

## **7. NEGATIVE PLEDGE AND RESTRICTION ON DEALINGS**

Except as permitted under the Facility Agreement the Additional Chargor shall not at any time during the Security Period create or permit to subsist any Security over all or any part of its Charged Assets or dispose of or otherwise deal with any part of its Charged Assets.

## **8. IMPLIED COVENANTS FOR TITLE**

**8.1** The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 4 (*Fixed Security*) or Clause 5 (*Floating charge*).

**8.2** It shall be implied in respect of Clause 4 (*Fixed Security*) and Clause 5 (*Floating charge*) that the Additional Chargor is disposing of the Charged Assets free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

## **9. NOTICES**

The Additional Chargor confirms that its address details for notices are as follows:

Address:           [•]

Fax number:       [•]

Attention:           [•]

## **10. GOVERNING LAW**

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

## **11. [SERVICE OF PROCESS]<sup>1</sup>**

**11.1** Without prejudice to any other mode of service allowed under any relevant law, the Additional Chargor:

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<sup>1</sup> Include for overseas chargors

- 11.1.1       irrevocably appoints [name of process agent] of [address of process agent] as its agent for service of process in relation to any proceedings before the English courts in connection with this Security Accession Deed; and
  - 11.1.2       agrees that failure by an agent for service of process to notify the Additional Chargor of the process will not invalidate the proceedings concerned.
- 11.2**       If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Additional Chargor must immediately (and in any event within 5 Business Days of such event taking place) appoint another agent on terms acceptable to the Lender. Failing this, the Lender may appoint another agent for this purpose.]

**THIS SECURITY ACCESSION DEED** has been signed by the Lender and executed as a deed by the Additional Chargor and [Name of Chargor Representative] and is delivered by them as a deed on the date stated at the beginning of this Security Accession Deed.

SCHEDULE 1

**Accounts**

SCHEDULE 2

**Shares and Investments**

SCHEDULE 3

**Intellectual Property**

SCHEDULE 4

**Specific Contracts**

SCHEDULE 5

**Real Property**

EXECUTION PAGE TO SECURITY ACCESSION DEED

The Additional Chargor

EXECUTED AS A DEED

by [NAME OF ADDITIONAL CHARGOR]

[INSERT EXECUTION BLOCK]

[Name of Chargor Representative]

EXECUTED AS A DEED

by [Name]

[INSERT EXECUTION BLOCK]

The Lender

For and on behalf of

[LENDER]

By:

Name:

Title:

## EXECUTION PAGE TO DEBENTURE

### The Original Chargors

Executed as a Deed by  
**ELEVATE SERVICES, INC.**  
a company incorporated in the  
State of Delaware, USA, acting by  
Liam Brown and Chris Penka  
who, in accordance with the laws of  
that territory, are acting under  
the authority of the company.

Signature in the name of the company

ELEVATE SERVICES, INC.

Signature in the name of  
Liam Brown

DocuSigned by:  
02F2211AD74C483...  
DocuSigned by:  
D16B5CD6C7494E0...

Signature in the name of  
Chris Penka

Executed as a Deed by  
**ELEVATENEXT UK LIMITED**  
acting by Liam Brown, a *director*  
in the presence of:

) DocuSigned by:  
)  
) 02F2211AD74C483...  
) DocuSigned by:  
)  
) 37E5DF6F36B0485...

Signature of Witness

Name (in BLOCK CAPITALS)

Steve Harmon

Address

Occupation

Attorney

Executed as a Deed by  
**ELEVATE LEGAL SERVICES  
UK LIMITED**  
acting by Liam Brown, a *director*  
in the presence of:

) DocuSigned by:  
)  
) 02F2211AD74C483...  
) DocuSigned by:  
)  
) 37E5DF6F36B0485...

Signature of Witness

Name (in BLOCK CAPITALS)

Steve Harmon

Address

Occupation

Attorney

**The Lender**

For and on behalf of **AVIDBANK**

By:  DocuSigned by:  
[Redacted Signature]

Name: Porter McKay

Title: Senior Vice President

Address: [Redacted Address]

Attention: Loan Services

Fax: 650-232-1624

Email: pmckay@avidbank.com