



Registration of a Charge

Company name: **CREDIT4 LIMITED**

Company number: **08738775**

Received for Electronic Filing: **26/02/2021**



X9Z4N7O2

Details of Charge

Date of creation: **24/02/2021**

Charge code: **0873 8775 0003**

Persons entitled: **LENDNET LLP**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **JOANNA GOODE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8738775

Charge code: 0873 8775 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th February 2021 and created by CREDIT4 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th February 2021 .

Given at Companies House, Cardiff on 1st March 2021

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



Companies House



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

Execution version

Date: ²⁴_____ February 2021

Credit4 Limited

as Chargor

LendNet LLP

as Lender

Debenture

Certified to
be a true and
fair copy of
the
original.

DocuSigned by:

Joanna Goode

99BAFE297A23491...

Solicitor

Triple Point Investment Management LLP

26/2/2021 | 10:24 AM GMT

Contents

No	Heading	Page
1.	Definitions and interpretation	1
2.	Undertaking to pay	4
3.	Provisions relating to Security	5
4.	Fixed Security	5
5.	Floating Security	7
6.	Restrictions on dealing	8
7.	Real Property	8
8.	Receivables	10
9.	Accounts	10
10.	Investments	12
11.	Contracts	14
12.	Intellectual Property	15
13.	Power to remedy	16
14.	When Security becomes enforceable	16
15.	Enforcement of Security	17
16.	Receiver	19
17.	Powers of Receiver	20
18.	Exclusion of liability	22
19.	Application of proceeds	23
20.	Delegation of powers by Lender or Receiver	24
21.	Further assurance	24
22.	Indemnity	24
23.	Power of attorney	24
24.	Non-release provisions	25
25.	Release and recourse	26
26.	Benefit of this Deed	26
27.	Notices	27
28.	Miscellaneous	27

29.	Governing law	28
30.	Enforcement	28
	Schedule 1 Notice and Acknowledgement of charge of Accounts	30

THIS DEBENTURE is made ²⁴ day of February 2021
the

BETWEEN:

- (1) **CREDIT4 LIMITED**, a private limited company incorporated in England and Wales with registration number 08738775 and with its registered office at 22 Westminster Palace Gardens, Artillery Row, London SW1P 1RR (the "**Chargor**"); and
- (2) **LENDNET LLP**, a limited liability partnership registered in England and Wales with registration number OC390920 and with its registered office at 1 King William Street, London EC4N 7AF (the "**Lender**").

IT IS AGREED as follows:

1. Definitions and interpretation

1.1 Definitions

In this Deed:

"Account" means:

- (a) any current, deposit or other account which the Chargor has, or has an interest in, at any time with any bank, financial institution or other person; and
- (b) any other account which may be opened in the place of an account referred to in (a) above irrespective of the number or designation of any replacement account, and any sub-account of those accounts or replacement account,

and includes, without limitation, the Cash Accounts;

"Account Bank" means any bank, financial institution or other person with whom an Account is held;

"Act" means the Law of Property Act 1925;

"Administrator" means an administrator appointed under paragraph 14 of schedule 81 to the Insolvency Act 1986;

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

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London;

"Charged Accounts" means the Cash Accounts and all other Accounts, together with all amounts standing to the credit of such Accounts including any interest accruing or accrued from time to time;

"Charged Contracts" means all agreements which from time to time are charged in favour of the Lender pursuant to Clause 4.9 of this Deed;

"Credit Balance" means, in relation to each Account:

- (a) the amount for the time being standing to the credit of or invested for that Account;

- (b) any amount received by or for the account of the Account Bank which the Account Bank is under a duty to credit to that Account but which the Account Bank has not yet credited to that Account;
- (c) any interest earned on an amount covered by paragraph (a) or (b) above, whether or not the interest earned has been credited to that Account; and
- (d) any other rights and benefits accruing to or arising in connection therewith including any rights against the Account Bank in connection with the Account;

"Dividends" means all dividends, interest, coupons and other distributions paid or payable in respect of any Investment;

"Equipment" means all fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties;

"Facility Agreement" means the facility agreement dated on or about the date of this Deed between the Chargor and the Lender;

"Intellectual Property" means (i) any patents, trade marks, service marks, logos, trade names, domain names, copyrights (including rights in computer software), database rights, semi-conductor topography rights, utility models, rights in designs, rights in get-up, rights in inventions, rights in know-how and confidential information, moral rights and other intellectual property rights and interests (which may now or in the future subsist), in each case whether registered or unregistered, and all rights or forms of protection having equivalent or similar effect anywhere in the world, and (ii) the benefit of all applications for, and all rights to use, any of those things (which may now or in the future subsist), and "registered" includes registrations and applications for registration;

"Investments" means in relation to the Chargor:

- (a) any stock, share, debenture, loan stock, security, bond, warrant, coupon, interest in any investment fund and any other investment (whether or not marketable) whether held directly by or to the order of the Chargor or by any trustee, nominee, fiduciary, investment manager or depository or clearance system on its behalf;
- (b) all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of any such investments mentioned in paragraph (a) above; and
- (c) all rights the Chargor has against any trustee, nominee, fiduciary, investment manager, depository or clearance system in respect of any such investments mentioned in paragraphs (a) or (b) above;

"Lease" includes any lease, agreement for lease or tenancy and (where the context admits) any licence or other right of occupation;

"Real Property" means freehold, leasehold or other immoveable property and any buildings, erections, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property and easements or other rights servicing that property;

"Receivables" means all sums from time to time due under Customer Loans and all other present and future book and other debts and rights to money and income liquidated and

unliquidated due or owing to the Chargor including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but excluding cash at bank;

"Receiver" means any one or more persons appointed by the Lender as a receiver, receiver and manager or (if allowed by law) administrative receiver under this Deed;

"Regulations" means the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) (as amended) or (where the context admits) equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements;

"Rental Income" means all present and future amounts payable to or for the benefit of the Chargor under or in connection with any Lease or any other letting of Real Property forming part of the Security Assets;

"Secured Obligations" means all present and future obligations and liabilities of the Chargor owed or expressed to be owed to the Lender under or in connection with any Finance Document whether actual or contingent and whether owed or incurred alone or jointly and/or severally with another and as principal or as surety or in any other capacity or of any nature;

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

"Security Assets" means all the assets and undertaking of the Chargor from time to time the subject of any Security created or, where the context admits, to be created by this Deed;

"Security Period" means the period beginning on the date of this Deed and ending on the date on which the Lender is satisfied that all the Secured Obligations have been unconditionally and irrevocably paid, released and discharged in full and no further Secured Obligations are capable of becoming outstanding;

"Subsidiary" means a subsidiary undertaking of the Chargor within the meaning of section 1162 of the Companies Act 2006; and

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.

1.1 Construction

(a) In this Deed, unless a contrary indication appears, any reference to:

- (i) **"assets"** includes present and future properties, revenues and rights of every description and includes the proceeds of sale of any such asset;
- (ii) this **"Deed"**, the **"Facility Agreement"**, a **"Finance Document"** or any other agreement or document is a reference to that Finance Document or other agreement or document as it may have been, or may from time to time be, amended, varied, supplemented or novated (however fundamentally);
- (iii) a party to this Deed shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
- (iv) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint

venture, consortium, partnership or other entity (whether or not having separate legal personality);

- (v) a provision of law includes that provision as amended, re-enacted or replaced from time to time and includes any subordinate legislation;
 - (vi) **"Real Property"**, the **"Security Assets"**, and any other asset or assets or the **"Secured Obligations"** includes a reference to any part of them or it;
 - (vii) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
 - (viii) **"this Security"** means any Security created or constituted by this Deed; and
 - (ix) words in the singular include the plural and vice versa and words in one gender include any other gender.
- (b) Headings in this Deed are for ease of reference only.
 - (c) Any covenant or undertaking by the Chargor under this Deed is given to or made in favour of the Lender and remains in force during the Security Period.
 - (d) An Event of Default is **"continuing"** if it has not been remedied or waived.
 - (e) It is intended that this document take effect as a deed notwithstanding the fact that (if executed by the Lender) the Lender may only execute this document under hand.
 - (f) The terms of the other Finance Documents and of any side letter between the parties to this Deed are incorporated in this Deed to the extent required to ensure that any purported disposition of or purported agreement to dispose of any Real Property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
 - (g) This Deed is a Finance Document.
 - (h) Unless expressly defined in this Deed or a contrary indication appears, words and expressions defined in the Facility Agreement have the same meanings when used in this Deed.

1.2 Third party rights

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any provision of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.

2. Undertaking to pay

The Chargor undertakes with the Lender to pay the Secured Obligations when due.

3. Provisions relating to Security

3.1 Nature of Security created

All the Security created under this Deed is created:

- (a) with full title guarantee in favour of the Lender as a continuing security for the payment, discharge and performance of the Secured Obligations; and
- (b) (except in the case of assets which are the subject of a legal mortgage under this Deed) over all present and future assets of the kind described which are owned by the Chargor and, to the extent it does not own those assets, shall extend to any right, title or interest which it may have in them.

3.2 Consents

- (a) If the Chargor purports to mortgage, assign or charge (absolutely or by way of fixed mortgage or charge) an asset under this Deed and such mortgage, assignment or charge breaches a term of an agreement or licence binding on the Chargor in respect of that asset because the consent of a person has not been obtained:
 - (i) the Chargor shall notify the Lender immediately;
 - (ii) subject to paragraph (iv) below, the relevant mortgage, assignment or fixed charge under this Deed will extend (to the extent no breach of the relevant agreement would occur) to all amounts which the Chargor may receive and other rights in respect of that asset but will exclude the asset itself;
 - (iii) unless the Lender otherwise requires, the Chargor shall use all reasonable endeavours to obtain the consent of the relevant person and, once obtained, shall promptly provide a copy of that consent to the Lender; and
 - (iv) immediately upon the relevant consent being obtained, the relevant asset shall become subject to this Security in favour of the Lender under Clause 4 (*Fixed Security*).

4. Fixed Security

4.1 Real Property

- (a) The Chargor charges:
 - (i) by way of first legal mortgage the Real Property vested in it on the date of this Deed;
 - (ii) by way of first fixed charge any right, title or interest in Real Property (to the extent not the subject of a mortgage under paragraph (i) above).
- (b) The Chargor assigns absolutely, subject to the provisions of Clause 25 (*Release and recourse*):
 - (i) all Rental Income;
 - (ii) all rights under any licence, agreement for sale or agreement for lease or other use of its Real Property or under any agreement to purchase Real Property (in each case present or future);

- (iii) all rights, powers, benefits, claims, contracts, warranties, remedies, covenants for title, security, guarantees or indemnities (present or future) in respect of any of its Real Property or any Rental Income;
- (iv) the proceeds of sale of any of its Real Property; and
- (v) any other moneys paid or payable in respect of its Real Property.

4.2 Equipment

The Chargor charges by way of first fixed charge all its rights, title or interest in Equipment in so far as it is not charged under Clause 4.1 (*Real Property*) and in any Equipment for the time being in its possession.

4.3 Investments

The Chargor charges by way of first fixed charge all its rights, title or interest in Investments and Dividends.

4A Intellectual Property

The Chargor charges by way of first fixed charge all its rights, title or interest in Intellectual Property;

4.5 Goodwill

The Chargor charges by way of first fixed charge its goodwill.

4.6 Uncalled capital

The Chargor charges by way of first fixed charge all its uncalled capital.

4.7 Authorisations

The Chargor charges by way of first fixed charge all its rights, title or interest in Authorisations held in relation to any other Security Asset.

4.8 Insurances

The Chargor assigns absolutely, subject to the provisions of Clause 25 (*Release and recourse*), all its rights, title or interest under all contracts and policies of insurance and the proceeds of such policies.

4.9 Contracts

The Chargor charges by way of first fixed charge:

- (a) all its present and future right, title and interest to and in and the benefit of all agreements, deeds and documents of title (including without limitation any document evidencing, creating or purporting to create any Security or guarantees) from time to time entered into by, granted to or otherwise vested in the Chargor relating to each Customer Loan; and
- (b) all its rights under all other agreements and documents to which it is a party and the benefit of any guarantee or security for the performance of any of such agreements or other documents.

4.10 Pension funds

The Chargor charges by way of first fixed charge any beneficial interest, claim or entitlement of the Chargor in any pension fund.

5. Floating Security

5.1 Floating charge

The Chargor charges by way of first floating charge:

- (a) the Credit Balances on the Charged Accounts and the Receivables; and
- (b) the whole of its present and future business, undertaking and assets to the extent that they are not effectively mortgaged, charged or assigned to the Lender by way of fixed security under Clause 4 (*Fixed Security*).

5.2 Conversion

Subject to Clause 5.3 (*Moratorium under Insolvency Act*), the Lender may at any time by written notice to the Chargor convert the floating charge created by Clause 5.1 (*Floating charge*) into a fixed charge as regards any assets specified in the notice if:

- (a) an Event of Default has occurred and is continuing;
- (b) the Lender considers such assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy or to be at risk of becoming subject to any Security (other than this Security); or
- (c) the Lender considers it is necessary in order to protect the value of the Security Asset or the priority of this Security.

5.3 Moratorium under Insolvency Act

The Lender shall not be entitled to convert the floating charge created by Clause 5.1 (*Floating charge*) into a fixed charge as a result only of the Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under section 1A of and Schedule A1 to the Insolvency Act 1986.

5.4 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by Clause 5.1 (*Floating charge*), which is a "qualifying floating charge" for the purpose of paragraph 14(1) of Schedule B1 to the Insolvency Act 1986.

5.5 Automatic conversion

The floating charge created by Clause 5.1 (*Floating charge*) will convert automatically into a fixed charge over all the Chargor's assets not already subject to an effective fixed charge:

- (a) if a resolution is passed or an order is made to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of the Chargor or over all or any of its assets, or if such person is appointed, or a winding-up petition is presented (unless such petition is frivolous or vexatious and is discharged, stayed or dismissed within (14) days of commencement);

- (b) if the Chargor takes any step to create Security over any Security Asset in breach of Clause 6 (*Restrictions on dealing*);
- (c) on the crystallisation of any other floating charge over the Security Assets;
- (d) if any person seizes, attaches, charges, takes possession of or sells any Security Asset under any form of distress, sequestration, execution or other process and is not discharged within fourteen (14) days; or
- (e) in any other circumstances prescribed by law.

5.6 Reconversion to floating charge

Any floating charge which has crystallised under Clause 5.2 (*Conversion*) or Clause 5.5 (*Automatic conversion*) may by notice in writing given at any time by the Lender to the Chargor be reconverted into a floating charge under Clause 5.1 (*Floating charge*) in relation to the assets, rights and property specified in such notice.

6. Restrictions on dealing

The Chargor shall not:

- (a) create or permit to subsist any Security over any of the Security Assets; or
- (b) sell, transfer, license, lease or otherwise dispose of any of the Security

Assets, except as expressly permitted to do so under the Facility Agreement.

7. Real Property

7.1 Land Registry

- (a) The Chargor agrees that it shall apply to the Land Registry (by submitting a form RX1, CH2 or otherwise as appropriate) to:
 - (i) enter a restriction in the following terms on the register or registers of title relating to any of its Real Property now or after the date of this Deed registered at the Land Registry and against which this Deed may be noted:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of LendNet LLP referred to in the Charges Register."
 - (ii) to enter any obligation to make further advances on the relevant register of title.

7.2 Acquisitions of Real Property

The Chargor shall:

- (a) notify the Lender immediately upon the acquisition by or on behalf of the Chargor of any Real Property and the title number of such Real Property;

- (b) at the cost of the Chargor, execute and deliver to the Lender a legal mortgage in favour of the Lender of any Real Property which becomes vested in it after the date of this Deed substantially in the form of this Deed;
- (c) if the title to such Real Property is (or is required to be) registered at the Land Registry, promptly submit an application to register the Chargor as proprietor of the Real Property and of the Lender as proprietor of such legal mortgage; and
- (d) if the consent of the landlord in whom the reversion of any lease comprised in any Real Property which becomes vested in the Chargor after the date of this Deed is required for the Chargor to create any fixed charge or legal mortgage, the Chargor will:
 - (i) use all reasonable endeavours to obtain such landlord's consent;
 - (ii) notify the Lender in writing upon receipt of such consent; and
 - (iii) not be required to create a fixed charge or legal mortgage over such Real Property until it has received the landlord's consent.

7.3 Outgoings

The Chargor shall punctually pay or cause to be paid and shall indemnify and/or secure the Lender and any Receiver against all rents, rates, taxes, liabilities, duties, assessments and other outgoings payable in respect of or by the owner or occupier of its Real Property.

7.4 Repair

The Chargor shall put and keep all buildings, installations and structures on its Real Property in good and substantial repair and condition, replacing, rebuilding and renewing the same when necessary and shall keep all fixtures and fittings from time to time on or in its Real Property in good and substantial repair and in good working order, in each case, ordinary wear and tear excepted.

7.5 Alterations

The Chargor shall not make any material alteration or addition to, erect, demolish or pull down, or change the use of, any of its Real Property or building or structure on its Real Property, or permit any such thing to be done.

7.6 Compliance with Leases

The Chargor shall:

- (a) observe and perform all the terms on its part contained in any Lease comprised within its Real Property and enforce the due observance and performance of all obligations of all other parties to such Lease;
- (b) not do or knowingly permit to be done any act as a result of which any such Lease may become liable to forfeiture or otherwise be determined;
- (c) not accelerate or defer payment of any moneys due or waive or vary any obligation under the terms of any Lease or other property agreement comprised within its Real Property; and
- (d) comply with any rent review procedures in Leases comprised within its Real Property.

7.7 Compliance with covenants

The Chargor shall duly and punctually perform and observe and indemnify and/or secure the Lender for any breach of any covenants and stipulations (restrictive or otherwise) affecting its Real Property or its use and enjoyment.

7.8 Compliance with applicable laws and regulations

The Chargor shall perform all of its obligations under any law or regulation affecting its Real Property including, but not limited to, any planning permission in any way related to or affecting its Real Property or its use and enjoyment.

7.9 Notices

The Chargor shall, promptly after the receipt by the Chargor of any material communication including, but not limited to, any application, requirement, order or notice served or given by any public or local or any other authority with respect to its Real Property, deliver a copy of the same to the Lender and inform the Lender of the steps taken or proposed to be taken to comply with the relevant communication.

8. Receivables**8.1 Restriction on dealing**

The Chargor shall not charge, factor, discount, assign or otherwise deal with any of the Receivables save as permitted by Clause 8.2 (*Collection and payment*) and shall not subordinate, release or waive its rights in respect of any of the Receivables except as expressly permitted to do so under the Facility Agreement.

8.2 Collection and payment

On and after the occurrence of an Event of Default that is continuing, the Chargor shall collect and realise all of the Receivables in a prudent manner and, immediately on receipt, pay the proceeds of such payment or realisation or procure that such proceeds are paid into an Account, and pending that payment will hold all monies so received upon trust for the Lender.

8.3 Exercise of rights on Event of Default

On and after the occurrence of an Event of Default that is continuing, the Chargor shall:

- (a) not be entitled to withdraw or otherwise transfer the proceeds of collection or realisation of any receivables standing to the credit of any Account without the prior written consent of the Lender; and
- (b) give written notice of this Security to the debtors in respect of any Receivable in such form as the Lender may require.

9. Accounts**9.1 Undertakings**

- (a) Prior to the occurrence of an Event of Default that is continuing, the Chargor shall (subject to the terms of the Facility Agreement) be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account.
- (b) The Chargor shall promptly deliver to the Lender details of any Account maintained by it.

9.2 Notice to Account Bank

The Chargor shall, immediately following the execution of this Deed, give written notice of the charges over the Credit Balances with respect to the Cash Accounts to Santander UK plc, in the form set out in Schedule 1 Part A (or otherwise in such form as the Lender shall require (acting reasonably)) and thereafter shall use its reasonable endeavours to procure that the Lender receives as soon as is reasonably practicable an acknowledgement from Santander UK plc in the form set out in Schedule 1 Part B. Upon opening any further Accounts, the Chargor shall do the same with respect to the relevant Account Bank.

9.3 Exercise of rights on Event of Default

On and after the occurrence of an Event of Default that is continuing:

- (a) the Chargor shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior written consent of the Lender; and
- (b) the Lender shall be entitled without notice to withdraw, apply, transfer or set off any or all of the credit balances from time to time on any Account in or towards payment or other satisfaction of all or part of the Secured Obligations in accordance with Clause 19 (*Application of proceeds*).

9.4 Assignment of Credit Balance not permitted

During the Security Period, the Chargor shall not assign any right (future or contingent) relating to the Credit Balance on any Charged Account without the Lender's prior written consent.

9.5 Right to determine order of application of Credit Balance

If, on any occasion on which the Lender exercises its rights under this Deed with respect to the Credit Balances the aggregate amount of the Credit Balance is less than the aggregate of the Amounts Eligible for Set-Off, the Lender may exercise those rights in respect of such of the Amounts Eligible for Set-Off, and in such proportions, as the Lender on that occasion decides (acting reasonably).

9.6 Certification of application of Credit Balance

A certificate signed by a director or other senior officer of the Lender and which states that a notice of set-off of which a copy is attached to the certificate was served by the Lender on the Chargor on a specified date, and (if the certificate also states this) at or before a specified time, shall be conclusive evidence that the liabilities of the Lender in respect of the Credit Balance, and the Secured Liabilities, which were referred to in the notice were extinguished and discharged on the specified date and (if the certificate so states) at or before the specified time.

9.7 Meaning of "assignment"

In this Clause 9, references to assignment include the creation, or permitting to arise, of any form of beneficial or security interest and every other kind of disposition.

9.8 Meaning of "Amount Eligible for Set-Off"

In this Clause 9, "**Amount Eligible for Set-Off**" means any amount which is at the relevant time outstanding from the Chargor to the Lender.

9.9 Independent rights

The Lender's rights under this Clause 9 are in addition to, and entirely separate from, and exercisable independently of, the Lender's rights under Clause 5 (*Floating Security*) and shall constitute "close-out netting provisions" for the purpose of the Financial Collateral Regulations.

10. Investments

10.1 Documents of title relating to Investments

The Chargor shall, on the date of this Deed or, if later, upon becoming entitled to the relevant Investments, deliver to the Lender:

- (a) all stock and share certificates and other documents of title relating to the Investments; and
- (b) all stock transfer forms (duly executed in blank and left undated) and other documents that the Lender may request in respect of the Investments and in such form as the Lender may require (including declarations of trust in relation to any Investments in which the Chargor has an interest that are not held in its sole name, and forms of waiver of any pre-emption rights necessary to enable such transfers to be registered).

10.2 Voting powers

- (a) Prior to the occurrence of a Voting Event:
 - (i) the Chargor may continue to exercise the voting rights, powers and other rights in respect of the Investments (subject to paragraph (b) below); and
 - (ii) if any Investments have been registered in the name of the Lender (or its nominee), the Lender (or its nominee) shall exercise the voting rights, powers and other rights in respect of such Investments in such manner as that Chargor may direct in writing from time to time.
- (b) The Chargor shall not exercise any of its voting rights, powers and other rights in respect of the Investments (or direct the Lender (or its nominee) to exercise such voting rights, powers and other rights) in any manner which varies the rights attaching to or conferred by the Investments in any way which could reasonably be expected to adversely effect the interests of the Lender or which could reasonably be expected to prejudice the value of or the ability of the Lender to realise this Security in respect of the Investments.
- (c) Before the occurrence of a Voting Event, voting power (for the purposes of section 435(10) of the Insolvency Act 1986) in respect of the Investments shall remain with the Chargor and shall not pass to the Lender.
- (d) In this Clause 10 "**Voting Event**" in relation to a particular Investment means service of a notice in writing by the Lender (either specifying that Investment or generally in relation to all or a designated class of Investments) on the Chargor on or following an Event of Default that is continuing specifying that control over voting rights are to pass to the Lender.

10.3 Other undertakings

- (a) Prior to the occurrence of an Event of Default that is continuing, the Chargor shall be entitled to receive and retain all Dividends paid or payable in relation to the Investments.
- (b) On and after the occurrence of an Event of Default that is continuing, all Dividends in respect of the Investments will be payable to the Lender and may be applied by the Lender in reduction of the Secured Obligations whether or not any such Investment is registered in the name of the Lender or its nominee or in the name of the Chargor or its nominee.
- (c) On and after the occurrence of an Event of Default that is continuing, the Chargor shall not nominate any person, other than the Lender (or its nominee), to enjoy or exercise any right relating to any of the Investments whether pursuant to Part 9 of the Companies Act 2006 or otherwise.
- (d) At any time when any Investments have been registered in the name of the Lender (or its nominee), the Lender (or its nominee) will not be under any duty to ensure that any Dividends or other monies payable in respect of such Investments are duly and promptly paid or received by it (or its nominee), or to verify that the correct amounts are paid or received by it (or its nominee), or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of such Investments.
- (e) Prior to the occurrence of an Event of Default that is continuing, the Lender shall use its reasonable endeavours to forward to the Chargor all material notices, correspondence and other communication it receives in relation to the Investments.
- (f) The Chargor shall promptly copy to the Lender and comply with all requests for information which are made under the Companies Act 2006 (including, but not limited to, under sections 790D and 790E of the Companies Act 2006) relating to the Investments. If it fails to do so, the Lender may elect to provide such information as it may have on behalf of the Chargor.
- (g) The Chargor shall indemnify the Lender (or its nominee) against any loss or liability incurred by the Lender (or its nominee) as a consequence of the Lender (or its nominee) acting at the direction of a Chargor in respect of the Investments.
- (h) The Chargor shall pay when due all calls or other payments that may be or become due in respect of any of the Investments. In the case of a default by the Chargor in such payment, the Lender may make such payment on behalf of the Chargor in which case any sums paid by the Lender shall be reimbursed (together with interest at the rate applicable under clause 8.3 (*Default interest*) of the Facility Agreement for the period from and including the date incurred up to and excluding the date reimbursed) by the Chargor to the Lender on demand.

10.4 Exercise of rights on Voting Event

- (a) On and after the occurrence of a Voting Event, the Lender (or its nominee) may exercise or refrain from exercising any voting rights, powers and other rights in respect of the Investments in each case in the name of the Chargor, the registered holder or otherwise and without any further consent or authority on the part of the

Chargor and irrespective of any direction given by the Chargor.

- (b) The Chargor irrevocably appoints the Lender (or its nominee) as its proxy to exercise all voting rights in respect of the Investments with effect from the occurrence of a Voting Event to the extent that such Investments remain registered in its name.

10.5 Clearance systems

- (a) On and after the occurrence of an Enforcement Event which is continuing, the Chargor shall, if so requested by the Lender:
 - (i) Instruct or request its nominee or custodian to instruct any clearance system (including, but not limited to, CREST) to transfer any Investment held by it or its nominee or custodian for the Chargor to an account of the Lender or its nominee with that clearance system; and
 - (ii) take whatever action the Lender may request for the dematerialisation or rematerialisation of any Investments held in a clearance system.
- (b) The Lender may, at the expense of the Chargor, take whatever action the Lender considers necessary for the dematerialisation or rematerialisation of the Investments.

10.6 Custodian arrangements

The Chargor shall:

- (a) promptly give notice of this Deed to any custodian of any Investment in any form which the Lender may reasonably require; and
- (b) use reasonable endeavours to ensure that the custodian acknowledges that notice in any form which the Lender may reasonably require.

11. Contracts

11.1 Performance

- (a) The Chargor shall duly and promptly perform its obligations and enforce and diligently pursue its rights under each Charged Contract.
- (b) Prior to the occurrence of an Event of Default that is continuing, the Chargor shall remain entitled to exercise its rights and remedies under or in respect of the Charged Contracts.
- (c) The Chargor shall take all reasonable and practicable steps to preserve and enforce its rights and remedies under or in respect of Charged Contracts.

11.2 No restrictions on assignment

The Chargor will use all reasonable endeavours to ensure that no Charged Contract which it enters into after the date of this Deed shall contain restrictions which would cause it to be excluded from the charges or assignments contained in Clauses 4 (*Fixed Security*) or 5 (*Floating Security*).

11.3 Notice to Third Parties

On and after the occurrence of an Event of Default which is continuing, the Chargor shall serve notice of charge on each counterparty to a Charged Contract and use all reasonable endeavours

to procure that such counterparty promptly delivers to the Lender a duly completed acknowledgment of such notice

11.4 Exercise of rights on Event of Default

On and after the occurrence of an Event of Default which is continuing, the Lender may exercise (without any further consent or authority on the part of the Chargor and irrespective of any direction given by the Chargor) the Chargor's rights and remedies (including direction of any payments to the Lender) under or in respect of any Charged Contract.

12. Intellectual Property

12.1 Preservation

The Chargor shall use its reasonable endeavours to preserve and maintain the subsistence and validity of the Intellectual Property necessary for its business.

12.2 Infringements

The Chargor shall use its reasonable endeavours to prevent any infringement in any material respect of its Intellectual Property and immediately notify the Lender if it becomes aware of any infringement or suspected infringement or any challenge to the validity, enforceability or ownership of its Intellectual Property and supply the Lender with all relevant information in relation to it.

12.3 Registrations

The Chargor shall make registrations and pay all registration and renewal fees and taxes necessary to maintain its Intellectual Property in full force and effect and record its interest in that Intellectual Property.

12.4 Use of Intellectual Property

The Chargor shall not use or permit its Intellectual Property to be used in a way or take any step or omit to take any step in respect of its Intellectual Property which may materially and adversely affect the existence or value of its Intellectual Property or imperil its right to use its Intellectual Property.

12.5 Fees

The Chargor shall pay all renewal and other fees which may become payable in respect of its Intellectual Property before or as soon as they become due and produce to the Lender on demand a receipt for such fees or other evidence of payment of those fees.

12.6 Not abandon Intellectual Property

The Chargor shall not abandon, cancel or allow any of its Intellectual Property to become void, lapse or to become vulnerable to attack for non-use or otherwise.

12.7 Detect infringements

The Chargor shall use all reasonable endeavours to detect any material infringement of, or challenge to, any of its Intellectual Property and, immediately after becoming aware of such material infringement or challenge, inform the Lender and take such steps at the cost of the Chargor as the Lender shall reasonably consider necessary or desirable in order to protect its Intellectual Property in relation to any infringement of or challenge to any of its

Intellectual Property.

12.8 Notification of new Intellectual Property

The Chargor shall promptly notify the Lender of the creation or acquisition by it of any new Intellectual Property.

12.9 Further assurance

The Chargor shall promptly and at its own expense take all such steps and execute all such documents as the Lender reasonably requires in relation to the registration of the Lender's interest under this Deed in or in relation to its Intellectual Property or to record the interest of the Lender in any registers relating to any such Intellectual Property.

12.10 Other undertakings

The Chargor shall promptly provide details to the Lender of any Intellectual Property that the Chargor considers (acting reasonably) is required to conduct its business or any part of it.

13. Power to remedy

13.1 Lender's powers

If the Chargor fails to comply with any of the covenants or obligations set out in this Deed or fails to perform its obligations affecting the Security Assets, and such failure is not remedied promptly to the satisfaction of the Lender, the Chargor will allow the Lender, its agents or contractors to take such action on behalf of the Chargor as may be necessary to ensure that such covenants and obligations are complied with. Such action may include, but is not limited to:

- (a) entering the Chargor's Real Property and carrying out any repairs or other works which the Chargor has failed to do; and
- (b) taking such action as the Lender considers necessary or appropriate to comply with or object to any notice served on the Chargor in respect of its Real Property,

and the Lender shall not, by taking any such action, become liable as a mortgagee in possession.

13.2 Reimbursement of expenses

The Chargor shall reimburse the Lender on demand for all reasonable and documented costs and expenses incurred by the Lender in anything done pursuant to the powers contained in Clause 15.1 (*Lender's powers*) together with interest from the date of payment by the Lender until the reimbursement calculated in accordance with clause 8.3 (*Default interest*) of the Facility Agreement.

14. When Security becomes enforceable

14.1 Timing

This Security shall become immediately enforceable if:

- (a) an Event of Default occurs and is continuing; or
- (b) the Chargor requests the Lender to exercise any of its powers under this Deed.

14.2 Enforcement

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

15. Enforcement of Security

15.1 Lender's powers

Immediately upon this Security becoming enforceable or at any time thereafter the Lender may do all or any of the following:

- (a) exercise the power of sale and all other rights, powers and discretions conferred on mortgagees by section 101 of the Act as varied or extended by this Deed;
- (b) appoint one or more qualified persons as an Administrator of the Chargor (to act together or independently of any others so appointed) in accordance with schedule B1 to the Insolvency Act 1986, and for this purpose "qualified person" means a person who, under the Insolvency Act 1986, is qualified to act as an administrator of any company with respect to which he is appointed;
- (c) subject to section 72A of and paragraph 43 of schedule A1 to the Insolvency Act 1986, appoint one or more persons as a Receiver of all or any part of the Security Assets;
- (d) exercise all the rights, powers and discretions conferred on a Receiver by this Deed, the Act, the Insolvency Act 1986 or otherwise by law, without first appointing a Receiver or notwithstanding the appointment of a Receiver;
- (e) by notice to the Chargor end the Chargor's right to possession of all or any of its Real Property and enter into possession of all or such part of such Real Property;
- (f) exercise all other powers conferred on mortgagees or receivers by law;
- (g) to the extent that this Deed constitutes a "security financial collateral arrangement" as defined in the Regulations, without notice to the Chargor, appropriate any Security Asset which constitutes "financial collateral" as defined in the Regulations in or towards satisfaction of the Secured Obligations and for this purpose the value of the financial collateral so appropriated shall be:
 - (i) in the case of cash, the amount standing to the credit of each relevant account together with any accrued but unposted interest at the time the right of appropriation is exercised;
 - (ii) in the case of any Investment the market price of such Investment at the time the right of appropriation is exercised determined by the Lender in a commercially reasonable manner (including by reference to a public index or independent valuation or other procedure selected by the Lender acting reasonably);
 - (iii) in the case of any other Security Asset, such amount as the Lender determines having taken into account advice obtained by it from an independent investment or accounting firm of national standing selected by it.

The Chargor agrees that the methods of valuation provided for in this clause are

commercially reasonable for the purposes of the Regulations.

15.2 Consideration on a disposal

The consideration for any sale or other disposal of the Security Assets by the Lender or any Receiver in the exercise of their respective powers may (in addition to that permitted under the Act on a sale by a mortgagee) consist of cash, shares, securities, debentures or other valuable consideration, may fluctuate according to or dependent upon profit or turnover or be determined by a third party, and may be payable in a lump sum or in instalments (with or without security).

15.3 Leasing

The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender to lease, make agreements for leases, accept surrenders of leases and grant options as the Lender may think fit and without the need to comply with any provision of sections 99 or 100 of the Act, and may be exercised by the Lender at any time after this Security has become enforceable. Any lease granted will bind any holder of a subsequent Security deriving title under the Lender.

15.4 Protection of third parties

No person (including a purchaser) dealing with the Lender or a Receiver will be concerned to enquire:

- (a) whether the Secured Obligations have become payable;
- (b) whether any right or power which the Lender or a Receiver is purporting to exercise has arisen or become exercisable;
- (c) whether any money remains due under this Deed or the other Finance Documents;
- (d) how any money paid to the Lender or to a Receiver is to be applied; or
- (e) as to the propriety or regularity of such dealings.

15.5 Redemption of prior mortgages

At any time after this Security has become enforceable, the Lender may redeem any prior Security against any Security Asset, and/or procure the transfer of that Security to itself, and/or settle and pass the accounts of the prior mortgagee, chargee or encumbrancer. Any accounts so settled and passed shall be conclusive and binding on the Chargor. All principal moneys, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the Chargor to the Lender on demand and form part of the Secured Obligations.

15.6 Receipts

The receipt of the Lender or the Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve it of any obligation to see to the application of any moneys paid to or by the direction of the Lender or the Receiver.

15.7 General

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

- (b) The power of sale and all other powers conferred on mortgagees by section 101 of the Act as varied or extended by this Deed shall arise on the execution of this Deed by the Chargor.
- (c) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (d) The power to appoint a Receiver pursuant to Clause 15.1 (*Lender's powers*) is in addition to the power to appoint a Receiver under section 101 of the Act. Section 109(1) of the Act does not apply to this Deed.

16. Receiver

16.1 Appointment

Any appointment of a Receiver by the Lender shall be by deed or in writing under its hand.

16.2 Extension of appointment

If a Receiver is appointed of part of the Security Assets, the Lender may subsequently extend the appointment to all or any other part of the Security Assets or appoint another Receiver of any other part of the Security Assets.

16.3 Removal

The Lender may by writing under its hand or by deed (subject to any requirement for an order of the court in the case of an administrative receiver):

- (a) remove any Receiver appointed by it; and
- (b) whenever it deems it expedient, appoint a new Receiver to be an additional Receiver or in the place of any Receiver whose appointment may for any reason have terminated.

16.4 Remuneration

The Lender may appoint any Receiver upon such terms as to remuneration and otherwise as the Lender thinks fit, and the maximum rate specified in section 109(6) of the Act will not apply.

16.5 Payments to the Lender

Only monies actually paid by a Receiver to the Lender in satisfaction or discharge of the Secured Obligations shall be capable of being applied by the Lender for that purpose.

16.6 Agent of the Chargor

Each Receiver shall be the agent of the Chargor for all purposes and accordingly is deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor alone shall be responsible for his remuneration and for his contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him and the Lender shall not incur any liability (either to the Chargor or to any other person) by reason of the Lender making his appointment as a Receiver or for any other reason. If a liquidator is appointed in respect of the Chargor, the Receiver shall act as principal and not as agent of the Lender.

16.7 Receivers of the same assets

If at any time any two or more persons appointed by the Lender hold office as Receivers of the same assets or income, each of them may (unless otherwise stated in the instrument(s) appointing them) exercise all rights, powers and discretions conferred on Receivers by this Deed individually and to the exclusion of the other or others of them.

17. Powers of Receiver

17.1 General powers

A Receiver has (subject to any limitation or restriction expressed in the instrument appointing him) all the rights, powers and discretions set out below in this Clause 17 in addition to those conferred on the Receiver by any law or otherwise conferred by this Deed. Such rights, powers and discretions include (without limitation):

- (a) in the case of an administrative receiver all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986;
- (b) otherwise, all the rights, powers and discretions conferred on a receiver (or receiver or manager) under the Act or the Insolvency Act 1986.

17.2 Possession

A Receiver may take immediate possession of, collect and get in any Security Asset.

17.3 Comply with undertakings

A Receiver may comply with and perform all of the undertakings and covenants of the Chargor contained in this Deed.

17.4 Carry on business

A Receiver may carry on, manage, develop, amalgamate, reconstruct or diversify the whole or any part of the Chargor's business and, where the Chargor has one or more Subsidiaries, may supervise, control and finance any such Subsidiary or business.

17.5 Building operations

A Receiver may commence and/or complete any building operations or development on any Real Property subject to any of this Security and apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences, and may appoint and enter into contracts with building and engineering contractors or other contractors or professional advisors, in each such case as he may think fit.

17.6 Repairs

A Receiver may repair, decorate, maintain, furnish, alter or improve the Security Assets.

17.7 Borrow money

A Receiver may raise or borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on such terms as he may think fit.

17.8 Subsidiaries

A Receiver may form a Subsidiary of the Chargor and transfer any Security Asset to that Subsidiary on such terms and conditions as he thinks fit.

17.9 Leasehold property

If the Real Property subject to any of this Security is leasehold a Receiver may vary the terms of or surrender the lease and/or take a new lease of such Real Property on such terms as he may think fit. Any such new lease shall automatically be charged to the Lender on the terms of this Deed so far as applicable, but a Receiver shall if requested by the Lender execute a formal legal charge over such new lease in favour of the Lender in such form as the Lender may require.

17.10 Power of sale

A Receiver may sell, transfer, assign, exchange, hire out, lend or otherwise convert into money or realise or dispose of the Security Assets or concur in any of the same, either by public auction or private contract or in any other manner, and generally in such manner and on such terms and conditions and for such consideration as he may think fit. Equipment, other than landlord's fixtures (where the Real Property subject to this Security is leasehold), may be severed and sold separately from such Real Property.

17.11 Leases

A Receiver may grant Leases of Real Property subject to this Security for any term and at any rent, with or without a premium, and otherwise on such terms and conditions as he may think fit and may accept surrenders of such Leases on such terms as he may think fit, with or without a premium to or by any tenant or other person.

17.12 Transfers and other disposals

A Receiver may carry any sale, letting or other disposal into effect by transferring, letting or otherwise making such disposal in the name of the Chargor and for that purpose may give valid receipts for all moneys and enter into covenants and contractual obligations in the name of and so as to bind the Chargor.

17.13 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to the Security Assets or the business of the Chargor as he may think fit.

17.14 Obligations in relation to the Security Assets

A Receiver may enter into, perform, repudiate, rescind, rectify or vary contracts, bonds, covenants, commitments, guarantees, indemnities and similar matters in relation to the Security Assets and may make all payments needed to effect, maintain, perform or satisfy any of the same.

17.15 Settle disputes

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor or relating in any way to the Security Assets.

17.16 Insurance

A Receiver may effect such insurances of or in connection with the Security Assets as he may think fit.

17.17 Employees

A Receiver may engage or employ or dismiss managers, officers, contractors, agents, servants, workmen and others for any of the purposes referred to in this Clause 17 upon such terms as to remuneration or otherwise as he may think fit.

17.18 Prior Security

A Receiver may redeem, discharge or compromise any prior Security and settle the account of encumbrances on such terms as he may think fit.

17.19 Act in the Chargor's name

A Receiver may do all acts and execute in the name and on behalf of the Chargor, any deed, receipt or other document.

17.20 VAT

A Receiver may make such elections, registrations and applications for VAT purposes as he may think fit, and may do so in, or use the Chargor's name, for any such purpose.

17.21 Credit and guarantees

A Receiver may lend money or extend credit to any customer of the Chargor, enter into bonds, covenants, commitments, guarantees, indemnities or like matters and make all requisite payments to effect, maintain or satisfy the same.

17.22 Other acts

A Receiver may do all other acts and things which he may consider to be necessary, expedient or desirable for preserving, improving or realising any Security Asset or the getting in and collection of the Security Assets (or any assets which when got in would constitute Security Assets) or which are incidental or conducive to any of the rights, powers and discretions conferred on a Receiver by or pursuant to this Deed or by law.

17.23 Other powers

A Receiver may exercise in relation to the Security Assets all powers, authorities and things which he could exercise if he were the absolute beneficial owner of the Security Assets.

18. Exclusion of liability

18.1 No obligation to recover

Neither the Lender nor any Receiver is under any obligation to take action to collect any money or enforce any rights comprised in the Security Assets whether or not it is in possession of the relevant Security Assets.

18.2 No liability as mortgagee in possession

Neither the Lender nor any Receiver shall be liable, by reason of entering into possession of

the Security Assets to account as mortgagee or be liable for any loss on realisation or for any default or omission for which a mortgagee might be liable.

18.3 Possession

If the Lender or any Receiver shall take possession of the Security Assets it or he may at any time go out of possession. The Chargor will remain liable to observe and perform all conditions and obligations relating to the Security Assets.

18.4 Losses on enforcement

The Lender or any Receiver will not be liable to the Chargor for any loss or damage arising from:

- (a) any sale of any Security Asset;
- (b) any act, default or omission of the Lender or any Receiver in relation to any Security Asset; or
- (c) any exercise or non-exercise by the Lender or any Receiver of any power conferred upon it in relation to any Security Asset by or pursuant to this Deed or by the Act,

unless such loss or damage is caused by the fraud, gross negligence or wilful misconduct of the Lender or any Receiver.

19. Application of proceeds

19.1 Order of application

Subject to any claims having priority to this Security all money recovered by the Lender or any Receiver as a result of the enforcement of this Deed or otherwise by reason of this Security will be applied in the following order:

- (a) in payment of all costs, fees, taxes and expenses incurred by the Lender or any Receiver in or pursuant to the exercise of the powers set out in this Deed and all other outgoings properly payable by any Receiver;
- (b) in payment of remuneration to any Receiver;
- (c) in or towards payment of the Secured Obligations; and
- (d) the balance (if any) will be applied as required by law.

The Lender may at any time vary such order in its absolute discretion.

19.2 Contingent or future liabilities

If any money is received by the Lender or a Receiver as a result of the enforcement of or otherwise by reason of this Security at a time when the Secured Obligations include contingent or future liabilities the Lender or any Receiver may hold some or all of such money in an interest bearing suspense account.

20. Delegation of powers by Lender or Receiver

20.1 Delegation

The Lender and (to the fullest extent permitted by law) any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion

exercisable by it under this Deed. Any such delegation may be made upon the terms (including power to sub- delegate) and subject to any conditions or regulations which the Lender or Receiver (as the case may be) may think fit.

20.2 No liability for delegates

Neither the Lender nor any Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

20.3 Construction of this Deed

References in this Deed to the Lender or a Receiver shall be deemed to include references to any delegate of the Lender or Receiver appointed in accordance with this Clause 20.

21. Further assurance

When required by the Lender or any Receiver the Chargor shall, at its own cost:

- (a) execute any documents or do any other thing which the Lender or any Receiver may require for perfecting or protecting any Security created or intended to be created by this Deed or in connection with the exercise of any rights, powers or discretions given to the Lender or any Receiver under this Deed; and
- (b) convey, transfer, assign or otherwise deal with any Security Assets in such manner as the Lender or any Receiver may require in connection with any enforcement of any of this Security.

22. Indemnity

The Chargor shall indemnify the Lender and any Receiver upon demand against all cost, loss and liabilities suffered or incurred by any of them arising out of or in connection with:

- (a) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Deed or by law in respect of the Security Asset; or
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) this Security;

unless such liabilities, claims and expenses are caused by the fraud, gross negligence or wilful default of the Lender or such Receiver.

23. Power of attorney

23.1 Grant of power of attorney

The Chargor irrevocably appoints the Lender as its attorney to do anything which the Chargor is required to do but has failed to do under this Deed.

23.2 Ratification

The Chargor agrees to ratify and confirm whatever any such attorney shall do, or attempt to

do, in the exercise or purported exercise of the power of attorney granted under this Clause 23.

23.3 Appropriation

The power of attorney conferred on the Lender and each Receiver shall continue notwithstanding the exercise by the Lender of any right of appropriation pursuant to Clause 15.1 (*Lenders' powers*).

24. Non-release provisions

24.1 Waiver of defences

The obligations and liabilities of the Chargor under this Deed and this Security will not be affected by an act, omission or thing (whether or not known to it or the Lender) which, but for this Clause, would reduce, release or prejudice any of such obligations and liabilities or Security including:

- (a) any time, waiver or consent granted to, or composition with, any person;
- (b) the release of any person under the terms of any composition or arrangement;
- (c) 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 property of, any person;
- (d) 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;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;
- (f) any amalgamation, merger or reconstruction of the Lender with any other person or any sale or transfer of the whole or any part of the assets of the Lender to any other person;
- (g) the existence of any claim, set-off or other rights which any other person may have at any time against the Lender, whether in connection with the Finance Documents or otherwise;
- (h) any novation, amendment (however fundamental) or replacement of a Finance Document or any other document or Security;
- (i) any obligation of any person under any Finance Document or any other document or Security being void, voidable, invalid, unenforceable or otherwise irrecoverable; or
- (j) any insolvency or similar proceedings.

24.2 Immediate recourse

The Chargor waives any right it may have of first requiring the Lender to proceed against or enforce any other rights or Security or claim payment from any person before enforcing this Security. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

24.3 Appropriations

During the Security Period the Lender may:

- (a) refrain from applying or enforcing any moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Obligations, or, subject to Clause 19 (*Application of proceeds*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Obligations or otherwise) and the Chargor shall not be entitled to the benefit of the same; and
- (b) hold in an interest bearing suspense account any moneys received from the Chargor for or on account of the Secured Obligations.

25. Release and recourse

25.1 Release of Security Assets

Upon the expiry of the Security Period (but not otherwise), the Lender shall, at the request and cost of the Chargor:

- (a) take whatever action is necessary to release the Security Assets from, and/or to cancel, this Security; and
- (b) reassign or procure the reassignment to the Chargor of the assets assigned by it to the Lender pursuant to this Deed,

in each case subject to Clause 25.2 (*Releases conditional*) and without recourse to, or any representation or warranty by, the Lender or any of its nominees.

25.2 Releases conditional

Any settlement, release or discharge under this Deed between the Lender and the Chargor will be conditional upon no security or payment to the Lender by the Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, winding-up, administration or insolvency for the time being in force, and if such condition is not satisfied, the Lender will be entitled to recover from the Chargor on demand the value of such security or the amount of any such payment as if such settlement, release or discharge had not occurred and/or to enforce this Security to the full extent of the Secured Obligations. The Lender may concede or compromise any claim that any payment, security or disposition is liable to avoidance, refund or reduction.

26. Benefit of this Deed

26.1 Assignment by the Lender

The Lender may at any time assign or transfer all or any part of its rights, and/or obligations under this Deed without the consent of the Chargor. The Chargor shall enter into any documents specified by the Lender to be necessary to give effect to such assignment or transfer.

26.2 No assignment by the Chargor

The Chargor may not assign or transfer all or any part of its rights and/or obligations under this Deed.

26.3 Change in name or constitution

This Deed shall remain valid and enforceable notwithstanding any change in the name, composition or constitution of any party or any merger, amalgamation or consolidation of such party with any other corporation or any reconstruction or reorganisation of any kind.

27. Notices

Clause 25 of the Facility Agreement shall apply to this Deed as if it was expressly incorporated in this Deed.

28. Miscellaneous

28.1 Continuing security

This Security is continuing and will extend to the ultimate balance of all the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part.

28.2 Additional Security

This Security is in addition to and is not in any way prejudiced by any bill, note, guarantee, indemnity or other Security now or subsequently held by the Lender for any of the Secured Obligations.

28.3 New accounts

If the Lender receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security or other interest affecting any Security Asset and/or the proceeds of sale of any Security Asset, or this Security for any reason ceases to be a continuing security in respect of the Chargor, the Lender may open a new account for the Chargor. If the Lender does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice. As from that time all payments made to the Lender will be credited or be treated as having been credited to the new account and will not operate to reduce any amount for which this Deed is security.

28.4 Remedies

No failure to exercise, nor any delay in exercising on the part of the Lender, any right or remedy under this Deed, shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

28.5 Waivers

A waiver given or consent granted by the Lender under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

28.6 Partial invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

28.7 Amendments

Any term of this Deed may be amended, varied or supplemented with the consent of the

Lender and the Chargor and by an instrument in writing signed by the parties to this Deed and any such amendment, variation or supplement will be binding on the Lender and the Chargor.

28.8 Certificates and determinations

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

28.9 Accounts

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

28.10 Currency

- (a) In this Clause, the "**Spot Rate**" means the Lender's spot rate of exchange for the purchase of any currency with any other currency in the London foreign exchange market.
- (b) The Lender may convert any moneys received, recovered or realised in any currency under this Deed (including the proceeds of any previous conversion under this Clause) from their existing currency into any other currency, by purchasing that other currency at the Spot Rate.
- (c) If the Chargor fails to pay any sum under this Deed on the due date, the Lender may, without notice to the Chargor, purchase at the Spot Rate any currency which the Lender considers necessary or desirable to cover the liabilities of the Chargor to pay that sum.

28.11 Counterparts

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

29. Governing law

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

30. Enforcement

30.1 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligations arising out of or in connection with this Deed) (a "**Dispute**").
- (b) The Lender and the Chargor agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly neither of them will argue to the contrary.
- (c) This Clause 30.1 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number

of jurisdictions.

EXECUTED as a deed and delivered by the Chargor and signed on behalf of the Lender on the date stated at the beginning of this document.

Schedule 1

Notice and Acknowledgement of charge of Accounts

Part A Notice

Santander UK plc
[Address]

Dear Sirs,

Credit4 Limited

We refer to our bank accounts number [•] and [•] (the "**Accounts**").

By a debenture dated [•] 2021 (the "**Debenture**") we have granted LendNet LLP of 1 King William Street, London EC4N 7AF (the "**Chargee**") a first floating charge over the Accounts and, in particular, the Credit Balances thereon as security for our liabilities and obligations under a Facility Agreement and related documents.

We may continue to withdraw funds and deal with you with respect to the Accounts and the Credit Balance until such time as you receive a written notice from the Chargee informing you that the security interests created by the Debenture have become enforceable

Please ensure that the Chargee receives by the third Business Day after the date of this notice an acknowledgement in the attached form signed by two of your duly authorised officers.

The terms of that acknowledgement shall be binding upon us for all purposes; any payment or transfer or other action which you may, in good faith, make or take in pursuance or in connection with that acknowledgement shall, be valid and binding in relation to ourselves; and we irrevocably instruct you to disregard any instruction or communication which you may receive from us or any other person (except the Chargee) and which you or the Chargee consider to be in any respect contrary to or inconsistent with that acknowledgement.

This notice and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Dated this [•] 2021

Director

for and on behalf of
Credit4 Limited

Part B Acknowledgement

(TO BE ATTACHED TO NOTICE TO BANK SET OUT IN PART A)

LendNet LLP
1 King William Street
London EC4N 7AF

Cc Credit4 Limited

Dear Sirs,

Credit4 Limited (the "Chargor")

We refer to the bank accounts number [•] of the Chargor (the "**Accounts**").

We acknowledge that we have received from the Chargor a notice, of which a copy is attached to this acknowledgement, relating to a Debenture dated [•] 2021 creating a floating charge in favour of you over the Chargor's rights in relation to the Accounts.

We undertake with you that, until you notify us that you have released the security interests created by the Debenture:

- (a) after receiving a notice (by letter) from you which states that this paragraph (a) is to come into force, we shall:
 - (i) not, without your prior written consent, make any payment or otherwise act upon any instruction or communication which we may receive from the Chargor or any other person except yourselves in relation to the Accounts; and
 - (ii) treat you as fully entitled, with immediate effect, to operate the Accounts and, in particular, to effect or authorise withdrawals and transfers from the Accounts;
- (b) we shall promptly provide you with any additional information which is in our possession or our power to obtain concerning any sum credited or debited to the Accounts or any other matter relating to the Accounts.

duly authorised for and on behalf of

Santander UK plc

Dated [•] 2021

The Chargor

EXECUTED as a **DEED** by **CREDIT4 LIMITED** acting
by two directors



Signature of director



Signature of director

The Lender

EXECUTED and **DELIVERED** as a deed by
LENDNET LLP acting by:

.....

Designated member for and on behalf of Triple Point LLP,
itself a designated member of LendNet LLP

.....

Director for and on behalf of Triple Point Advanced Leasing
PLC, itself a designated member of LendNet LLP

The Chargor

EXECUTED as a **DEED** by **CREDIT4 LIMITED** acting
by two directors

.....
Signature of director

.....
Signature of director

The Lender

EXECUTED and **DELIVERED** as a deed by
LENDNET LLP acting by:

DocuSigned by:
Justin Hubble
.....
BDC2B9BF747548C...

Designated member for and on behalf of Triple Point LLP,
itself a designated member of LendNet LLP

DocuSigned by:
Neil Richards
.....
2CA2CE8C9A6G44B...

Director for and on behalf of Triple Point Advancer Leasing
PLC, itself a designated member of LendNet LLP