



Registration of a Charge

Company Name: **FULLGREEN UK LTD**

Company Number: **10012921**



Received for filing in Electronic Format on the: **19/07/2023**

XC8383JI

Details of Charge

Date of creation: **04/07/2023**

Charge code: **1001 2921 0002**

Persons entitled: **JUICE VENTURES LIMITED**

Brief description: **THE CHARGORS' PRESENT AND FUTURE PATENTS, UTILITY MODELS, RIGHTS TO INVENTIONS, COPYRIGHT AND NEIGHBOURING AND RELATED RIGHTS, MORAL RIGHTS, TRADE MARKS AND SERVICE MARKS, BUSINESS NAMES AND DOMAIN NAMES, RIGHTS IN GET-UP AND TRADE DRESS, GOODWILL**

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:

KATHERINE CHAN



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10012921

Charge code: 1001 2921 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th July 2023 and created by FULLGREEN UK LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th July 2023 .

Given at Companies House, Cardiff on 21st July 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**

PRIVATE & CONFIDENTIAL

Dated 4th July 2023

(1) FULLGREEN UK LTD

(2) FULLGREEN LTD

and

(3) JUICE VENTURES LIMITED

DEBENTURE

CONTENTS

Clause Heading	Page
1 Definitions and interpretation	4
2 Covenant to pay	9
3 Grant of security	10
4 Liability of the Borrower	13
5 Representations and warranties	14
6 General covenants	17
7 Book Debts covenants.....	21
8 Relevant Agreements covenants.....	22
9 Intellectual Property covenants.....	22
10 Powers of the Lender	23
11 When security becomes enforceable.....	25
12 Enforcement of security	26
13 Receiver	29
14 Powers of Receiver	30
15 Delegation.....	34
16 Application of proceeds	35
17 Costs and indemnity	36
18 Further assurance	37
19 Power of attorney	37
20 Release	38
21 Assignment and transfer.....	38
22 Set-off	39
23 Amendments, waivers and consents	39
24 Severance	40
25 Counterparts	40

26 Third party rights 40

27 Further provisions..... 41

28 Notices 42

29 Governing law and jurisdiction..... 43

Schedule 1 Part A Notice 44

Schedule 1 Part B Acknowledgement 45

Execution Page..... 46

THIS DEED is made on

BETWEEN:

- (1) **FULLGREEN UK LTD** incorporated and registered in England and Wales with company number 10012921 whose registered office is at Timsons Business Centre, Bath Road Kettering Northamptonshire NN16 8NQ and **FULLGREEN LTD** incorporated and registered in England and Wales with company number 08744091 whose registered office is at Timsons Business Centre, Bath Road Kettering Northamptonshire NN16 8NQ (the "**Chargors**").
- (2) **JUICE VENTURES LIMITED** incorporated and registered in England and Wales with company number 12011847 whose registered office is at Eagle House, 5th Floor, 50 Marshall Street, London, W1F 9BQ (the "**Lender**").

WHEREAS:

- (A) The Lender has agreed pursuant to the Facility Agreement to provide the Borrower with loan facilities on a secured basis.
- (B) This Deed provides security which the Chargors have agreed to give the Lender for making the loan facilities available under the Facility Agreement.

IT IS AGREED as follows:

1 Definitions and interpretation

1.1 Definitions

The following definitions apply in this Deed:

"Account"	Chargor Account Name: [Fullgreen UK Limited]; Account Number: [19283151]; Sort Code: [23-05-80] (FULLGREEN UK LTD) Chargor Account Name: [Fullgreen Limited]; Account Number: [18554682]; Sort Code: [23-05-80] (FULLGREEN LTD)
"Administrator"	an administrator appointed to manage the affairs, business and property of the Chargors pursuant to clause 10.8.
"Book Debts"	all present and future book and other debts, and monetary claims due or owing to the Chargors, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Chargors in relation to any of them.
"Business Day"	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
"Charged Account"	all Accounts, together with all amounts standing to the credit of such Account including any interest accruing or accrued from time to time.
"Charged Property"	any freehold, leasehold or commonhold property the subject of the security constituted by this Deed, and references to "Charged Property" shall include references to the whole or any part or part of it.

“Chargors”	FULLGREEN UK LTD and FULLGREEN LTD
"Delegate"	any person appointed by the Lender or any Receiver pursuant to clause 15 and any person appointed as attorney of the Lender or any Receiver or Delegate.
"Designated Account"	any account of the Chargors nominated by the Lender as a designated account for the purposes of this Deed.
"Equipment"	all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property owned by the Chargors or in which it has an interest, including any part of it and all spare parts, replacements, modifications and additions.
"Event of Default"	has the meaning given to that expression in the Facility Agreement.
"Facility Agreement"	the facility agreement dated 21 st June 2021 between the Borrower and the Lender for the provision of the loan facilities secured by this Deed.
"Financial Collateral"	has the meaning given to that expression in the Financial Collateral Regulations.
"Financial Collateral Regulations"	the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226).
"Insurance Policy"	each contract and policy of insurance effected or maintained by the Chargors from time to time in respect of its assets or business (including, without limitation, any contract or policy of insurance relating to the Charged Properties or the Equipment).
"Intellectual Property"	the Chargors' present and future patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain

names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Investments"

all certificated shares, stock, debentures, bonds or other securities or investments (whether or not marketable) from time to time legally or beneficially owned by or on behalf of the Chargors.

"LPA 1925"

the Law of Property Act 1925.

"Permitted Security"

has the meaning given to that expression in the Facility Agreement.

"Receiver"

a receiver, receiver and manager or administrative receiver appointed by the Chargors under clause 13.

"Relevant Agreement"

each agreement designated as such by the Lender and the Borrower.

"Secured Assets"

all the assets, property and undertaking of the Chargors which are, or are expressed to be, subject to the Security created by, or pursuant to, this Deed (and references to the Secured Assets shall include references to any part of them).

"Secured Liabilities"

all present and future obligations and liabilities of the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or

surety or in any other capacity, under or in connection with the Facility Agreement or this Deed (including, without limitation, those arising under clause 27.3.2), together with all interest (including, without limitation, default interest) accruing in respect of those obligations or liabilities.

"Security Financial Collateral Arrangement" has the meaning given to that expression in the Financial Collateral Regulations.

"Security" 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 Period" the period starting on the date of this Deed and ending on the date on which the Lender is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

"VAT" value added tax or any equivalent tax chargeable in the UK or elsewhere.

1.2 Interpretation

In this Deed:

- 1.2.1 clause headings shall not affect the interpretation of this Deed;
- 1.2.2 a reference to a "**person**" shall include a reference to 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);
- 1.2.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;

- 1.2.4 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.5 a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this Deed shall be binding on, and enure to the benefit of, the parties to this Deed and their respective personal representatives, successors, permitted assigns and permitted transferees;
- 1.2.6 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.7 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.8 a reference to "**writing**" or "**written**" does not include fax or email;
- 1.2.9 an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.10 a reference to "**this Deed**" (or any provision of it) or to any other agreement or document referred to in this Deed is a reference to this Deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Deed) from time to time;
- 1.2.11 unless the context otherwise requires, a reference to a clause is to a clause of this Deed;
- 1.2.12 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;
- 1.2.13 a reference to an "**amendment**" includes a novation, re-enactment, supplement or variation (and "**amend**" and "**amended**" shall be construed accordingly);
- 1.2.14 a reference to "**assets**" includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.15 a reference to an "**authorisation**" includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;

1.2.16 a reference to "**continuing**" in relation to an Event of Default means an Event of Default that has not been waived;

1.2.17 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

1.2.18 a reference to a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.3 **Clawback**

If the Lender considers that an amount paid by the Chargors in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargors or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.

1.4 **Law of Property (Miscellaneous Provisions) Act 1989**

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Facility Agreement and of any side letters between any parties in relation to the Facility Agreement are incorporated into this Deed.

1.5 **Perpetuity period**

If the rule against perpetuities applies to any trust created by this Deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

2 **Covenant to pay**

The Chargors shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due.

3 Grant of security

3.1 Legal mortgage

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargors with full title guarantee charges to the Lender, by way of a first legal mortgage, all estates or interests in any freehold, leasehold or commonhold property now owned by it.

3.2 Charges

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargors hereby charges in favour of the Lender with full title guarantee:

3.2.1 by way of first floating charge the Credit Balances on the Charged Accounts and the Book Debts;

By way of a first fixed charge:

3.2.2 all present and future estates or interests of the Chargors in, or over, any freehold, leasehold or commonhold property (other than any such property effectively mortgaged under clause 3.1);

3.2.3 the benefit of all other contracts, guarantees, appointments and warranties relating to each Charged Property and other documents to which the Chargors are a party or which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of any Charged Property or otherwise relating to any Charged Property (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them);

3.2.4 all licences, consents and authorisations (statutory or otherwise) held or required in connection with its business or the use of any Secured Asset, and all rights in connection with them;

3.2.5 all its present and future goodwill;

3.2.6 all its uncalled capital;

- 3.2.7 all the Equipment;
- 3.2.8 all the Intellectual Property;
- 3.2.9 all the Investments;
- 3.2.10 all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy, to the extent not effectively assigned under clause 3.3; and
- 3.2.11 all its rights in respect of each Relevant Agreement and all other agreements, instruments and rights relating to the Secured Assets, to the extent not effectively assigned under clause 3.3.

3.3 **Assignment**

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargors with full title guarantee assigns to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:

- 3.3.1 all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy; and
- 3.3.2 the benefit of each Relevant Agreement and the benefit of all other agreements, instruments and rights relating to the Secured Assets.

The Chargors shall, immediately following the execution of this deed or, give written notice of the charge over the Credit Balances contained in Clause 3.2.1 to the Account Bank, in the form set out in Schedule 1 Part A (or otherwise in such form as the Lender shall agree) and thereafter shall use all reasonable endeavours to procure that the Lender receives as soon as is reasonably practicable an acknowledgement from the Account Bank in the form set out in Schedule 1 Part B. Upon opening any further Accounts, the Chargors shall do the same.

3.4 **Floating charge**

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargors with full title guarantee charges to the Lender, by way of first floating charge, all its undertaking, property, assets and rights not otherwise effectively mortgaged, charged or assigned under clause 3.1 to clause 3.3 (inclusive).

3.5 **Qualifying floating charge**

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3.4.

3.6 **Automatic crystallisation of floating charge**

The floating charge created by clause 3.4 shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if:

3.6.1 the Chargors:

- (a) creates, or attempts to create, without the prior written consent of the Lender, Security or a trust in favour of another person over all or any part of the Secured Assets (except as expressly permitted by the terms of this Deed or the Facility Agreement); or
- (b) disposes, or attempts to dispose of, all or any part of the Secured Assets (other than Secured Assets that are only subject to the floating charge while it remains uncrystallised);

3.6.2 any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets;

3.6.3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Chargors; or

3.6.4 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed.

3.7 **Crystallisation of floating charge by notice**

Except as provided in clause 3.9, the Lender may, in its sole discretion, by written notice to the Chargors, convert the floating charge created under this Deed into a fixed charge as regards any part of the Secured Assets specified by the Lender in that notice if:

3.7.1 an Event of Default is continuing; or

- 3.7.2 the Lender considers those 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.

3.8 Part A1 moratorium

- 3.8.1 Subject to clause 3.8.2, the floating charge created by clause 3.4 may not be converted into a fixed charge solely by reason of obtaining a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986.

- 3.8.2 Clause 3.8.1 does not apply to any floating charge referred to in section A52(4) of Part A1 of the Insolvency Act 1986.

3.9 Assets acquired after any floating charge has crystallised

Any asset acquired by the Chargors after any crystallisation of the floating charge created under this Deed that, but for that crystallisation, would be subject to a floating charge under this Deed, shall (unless the Lender confirms otherwise to the Chargors in writing) be charged to the Lender by way of first fixed charge.

4 Liability of the Chargors

4.1 Liability not discharged

The Chargors' liability under this Deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- 4.1.1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- 4.1.2 the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- 4.1.3 any other act or omission that, but for this clause 4.1, might have discharged, or otherwise prejudiced or affected, the liability of the Chargors.

4.2 Immediate recourse

The Chargors waives any right it may have to require the Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Deed against the Chargors.

5 Representations and warranties

5.1 Times for making representations and warranties

The Chargors make the representations and warranties set out in this clause 5 to the Lender on the date of this Deed and are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

5.2 Status

The Chargors:

5.2.1 are duly incorporated limited liability companies validly existing under the law of its jurisdiction of incorporation; and

5.2.2 have the power to own its assets and carry on its businesses as it is being conducted.

5.3 Power and authority

5.3.1 The Chargors have the power to enter into, deliver and perform, and has taken all necessary action to authorise its entry into, delivery and performance of this Deed and the transactions contemplated by it.

5.3.2 No limit on its powers will be exceeded as a result of the grant of Security contemplated by this Deed.

5.4 Non-contravention

The entry into and performance by the Chargors of, and the transactions contemplated by, this Deed do not and will not contravene or conflict with:

5.4.1 any law or regulation or judicial or official order applicable to it;

5.4.2 its constitutional documents; or

5.4.3 any agreement or instrument binding on it or its assets or constitute a default or termination event (however described) under any such agreement or instrument.

5.5 **Authorisations**

The Chargors have obtained all required authorisations to enable it to enter into, exercise its rights and comply with its obligations in this Deed. Any such authorisations are in full force and effect.

5.6 **Binding obligations**

5.6.1 The obligations expressed to be assumed by the Chargors in this Deed are legal, valid, binding and enforceable obligations; and

5.6.2 (without limiting the generality of clause 5.6.1) this Deed creates the security interests which it purports to create and those security interests are valid and effective.

5.7 **No filing or stamp tax**

Under the law of the Chargor's jurisdiction of incorporation, it is not necessary to file, record or enrol this Deed with any court or other authority in that jurisdiction or pay any stamp, registration or similar taxes in relation to this Deed or the transactions contemplated by it (other than as provided in clause 5.6).

5.8 **No default**

5.8.1 No Event of Default or, on the date of this Deed, event or circumstance which would, on the giving of notice, expiry of any grace period, making of any determination under this Deed or any document under which the Chargors owe obligations to the Lender, satisfaction of any other condition (or any combination thereof) become an Event of Default is continuing.

5.8.2 No other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination thereof, would constitute) a default or a termination event (however described) under any other agreement or instrument that is binding on the Chargors or to which any of the Chargors' assets is subject which has or is reasonably likely to have a material adverse effect on its business, assets or condition, or its ability to perform its obligations under this Deed.

5.9 Ownership of Secured Assets

The Chargors are the sole legal and beneficial owners of, and has good, valid and marketable title to, the Secured Assets.

5.10 No Security

The Secured Assets are free from any Security other than Permitted Security and the Security created by this Deed.

5.11 No adverse claims

The Chargors have not received, or acknowledged notice of, any adverse claim by any person in respect of the Secured Assets or any interest in them.

5.12 No adverse covenants

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever that materially and adversely affect the Secured Assets.

5.13 No breach of laws

There is no breach of any law or regulation that materially and adversely affects the Secured Assets.

5.14 No interference in enjoyment

No facility necessary for the enjoyment and use of the Secured Assets is subject to terms entitling any person to terminate or curtail its use.

5.15 Avoidance of security

No Security expressed to be created under this Deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Chargors or otherwise.

5.16 No prohibitions or breaches

There is no prohibition on assignment in any Insurance Policy or Relevant Agreement and the entry into this Deed by the Chargors does not, and will not, constitute a breach of any Insurance Policy, Relevant Agreement or any other policy, agreement, document, instrument or obligation binding on the Chargors or its assets.

5.17 **Enforceable security**

This Deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Chargors, and is, and will continue to be, effective security over all and every part of the Secured Assets in accordance with its terms.

6 **General covenants**

6.1 **Negative pledge and disposal restrictions**

The Chargors shall not at any time, except with the prior written consent of the Lender:

- 6.1.1 create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Security created by this Deed or any Permitted Security;
- 6.1.2 sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Secured Assets (except, in the ordinary course of business, Secured Assets that are only subject to an uncrystallised floating charge); or
- 6.1.3 create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party.

6.2 **Preservation of Secured Assets**

The Chargors shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender, or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this Deed.

6.3 **Compliance with laws and regulations**

- 6.3.1 The Chargors shall not, without the Lender's prior written consent, use or permit the Secured Assets to be used in any way contrary to law.
- 6.3.2 The Chargors shall:
 - (a) comply with the requirements of any law or regulation relating to or affecting the Secured Assets or the use of it or any part of them;

- (b) obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Secured Assets or their use or that are necessary to preserve, maintain or renew any Secured Asset; and
- (c) promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Secured Assets.

6.4 Enforcement of rights

The Chargors shall use its best endeavours to:

- 6.4.1 procure the prompt observance and performance by each counterparty to any agreement or arrangement with the Chargors forming part of the Secured Assets (including each counterparty in respect of a Relevant Agreement and each insurer in respect of an Insurance Policy) of the covenants and other obligations imposed on that counterparty; and
- 6.4.2 enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets as the Lender may require from time to time.

6.5 Notice of misrepresentation and breaches

The Chargors shall, promptly on becoming aware of any of the same, notify the Lender in writing of:

- 6.5.1 any representation or warranty set out in this Deed that is incorrect or misleading in any material respect when made or deemed to be repeated; and
- 6.5.2 any breach of any covenant set out in this Deed.

6.6 Title documents

The Chargorss shall, as so required by the Lender, deposit with the Lender and the Lender shall, for the duration of this Deed be entitled to hold:

- 6.6.1 all deeds and documents of title relating to the Secured Assets that are in the possession or control of the Chargors (and if they are not within the possession or control of the Chargors, the Chargors undertakes to obtain possession of all those deeds and documents of title);

- 6.6.2 all Insurance Policies and any other insurance policies relating to any of the Secured Assets that the Chargors is entitled to possess;
- 6.6.3 all deeds and documents of title (if any) relating to the Book Debts as the Lender may specify from time to time; and
- 6.6.4 a copy of each Relevant Agreement, certified to be a true copy by either a director of the Chargors or by the Chargor's solicitors.

6.7 **Insurance**

The Chargors shall insure and keep insured (or where, in the case of any leasehold property, insurance is the responsibility of the landlord under the terms of the lease, either procure that the landlord insures and keeps insured or, if and to the extent that the landlord does not do so, itself insure and keep insured) the Secured Assets against:

- 6.7.1 loss or damage by fire or terrorist acts, including any third party liability arising from such acts;
- 6.7.2 other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Chargors; and
- 6.7.3 any other risk, perils and contingencies as the Lender may reasonably require.

6.8 **Insurance premiums**

The Chargors shall:

- 6.8.1 promptly pay all premiums in respect of each insurance policy as is required by clause 6.7 and do all other things necessary to keep that policy in full force and effect; and
- 6.8.2 (if the Lender so requires) give to the Lender copies of the receipts for all premiums and other payments necessary for effecting and keeping up each insurance policy as is required by clause 6.7 (or where, in the case of leasehold property, insurance is effected by the landlord, such evidence of the payment of premiums as the Chargors is entitled to obtain from the landlord under the terms of the relevant lease).

6.9 No invalidation of insurance

The Chargors shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any insurance policy as is required by clause 6.7.

6.10 Proceeds from insurance policies

All monies payable under any insurance policy maintained by the Chargors in accordance with clause 6.7 at any time (whether or not the security constituted by this Deed has become enforceable) shall be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or, after the security constituted by this Deed has become enforceable and if the Lender so directs, in or towards discharge or reduction of the Secured Liabilities.

6.11 Notices to be given by the Chargors

The Chargors shall as so requested by the Lender from time to time:

- 6.11.1 give notice to each counterparty to a Relevant Agreement in the form prescribed by the Lender;
- 6.11.2 give notice to each insurer under an Insurance Policy in the form prescribed by the Lender; and
- 6.11.3 give notice to each bank, financial institution or other person (other than the Lender) with whom the Chargors holds an account (including each Designated Account) in the form prescribed by the Lender.

6.12 Information

The Chargors shall:

- 6.12.1 give the Lender such information concerning the location, condition, use and operation of the Secured Assets as the Lender may require;
- 6.12.2 permit any persons designated by the Lender and any Receiver to enter on its premises and inspect and examine any Secured Asset, and the records relating to that Secured Asset, at all reasonable times and on reasonable prior notice; and
- 6.12.3 promptly notify the Lender in writing of any action, claim, notice or demand made by or against it in connection with all or any part of a Secured Asset or of any fact,

matter or circumstance which may, with the passage of time, give rise to such an action, claim, notice or demand, together with, in each case, the Chargor's proposals for settling, liquidating, compounding or contesting any such action, claim, notice or demand and shall, subject to the Lender's prior approval, implement those proposals at its own expense.

6.13 Notification of default

The Chargors shall notify the Lender of any Event of Default or any event or circumstance which would, on the giving of notice, expiry of any grace period, making of any determination under this Deed or any document under which the Chargors owes obligations to the Lender or satisfaction of any other condition (or any combination thereof), become an Event of Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.

6.14 Authorisations

The Chargors shall promptly obtain all consents and authorisations under any law or regulation (and do all that is needed to maintain them in full force and effect) to enable it to perform its obligations under this Deed and to ensure the legality, validity, enforceability and admissibility in evidence of this Deed in its jurisdiction of incorporation.

6.15 Compliance with law

The Chargors shall comply in all respects with all laws to which it may be subject, if failure to do so would materially impair its ability to perform its obligations under this Deed.

7 Book Debts covenants

7.1 Realising Book Debts

7.1.1 The Chargors shall as an agent for the Lender, collect in and realise all Book Debts, pay the proceeds into a Designated Account immediately on receipt and, pending that payment, hold those proceeds in trust for the Lender.

7.1.2 The Chargors shall not, without the prior written consent of the Lender, withdraw any amounts standing to the credit of any Designated Account.

7.1.3 The Chargors shall, if called on to do so by the Lender, execute a legal assignment of the Book Debts to the Lender on such terms as the Lender may require and give

notice of that assignment to the debtors from whom the Book Debts are due, owing or incurred.

7.2 Preservation of Book Debts

The Chargors shall not (except as permitted under clause 7.1 or with the prior written consent of the Lender) release, exchange, compound, set off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts.

8 Relevant Agreements covenants

8.1 Relevant Agreements

8.1.1 The Chargors shall, unless the Lender agrees otherwise in writing, comply with the terms of each Relevant Agreement and any other document, agreement or arrangement comprising the Secured Assets.

8.1.2 The Chargors shall not, unless the Lender agrees otherwise in writing:

- (a) amend or vary or agree to any change in, or waive any requirement of or its rights under;
- (b) settle, compromise, terminate, rescind or discharge (except by performance); or
- (c) abandon, waive, dismiss, release or discharge any action, claim or proceedings against any counterparty to a Relevant Agreement or other person in connection with,

any Relevant Agreement or any other document, agreement or arrangement comprising the Secured Assets.

9 Intellectual Property covenants

9.1 Preservation of rights

The Chargors shall take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property including (without limitation) by observing all covenants and stipulations relating to those rights, and by paying all applicable renewal fees, licence fees and other outgoings.

9.2 Registration of Intellectual Property

The Chargors shall use all reasonable efforts to register applications for the registration of any Intellectual Property, and shall keep the Lender informed of all matters relating to each such registration.

9.3 Maintenance of Intellectual Property

The Chargors shall not permit any Intellectual Property to be abandoned, cancelled or to lapse.

10 Powers of the Lender

10.1 Power to remedy

10.1.1 The Lender shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Chargors of any of its obligations contained in this Deed.

10.1.2 The Chargors irrevocably authorises the Lender and its agents to do all things that are necessary or desirable for that purpose.

10.1.3 The Chargors shall reimburse the Lender, on a full indemnity basis, for any monies the Lender expends in remedying a breach by the Chargors of its obligations contained in this Deed, and such monies shall carry interest in accordance with clause 17.1.

10.2 Exercise of rights

10.2.1 The rights of the Lender under clause 10.1 are without prejudice to any other rights of the Lender under this Deed.

10.2.2 The exercise of any rights of the Lender under this Deed shall not make the Lender liable to account as a mortgagee in possession.

10.3 Power to dispose of chattels

10.3.1 At any time after the security constituted by this Deed has become enforceable, the Lender or any Receiver may, as agent for the Chargors, dispose of any chattels or produce found on any Charged Property.

10.3.2 Without prejudice to any obligation to account for the proceeds of any disposal made under clause 10.3.1, the Chargors shall indemnify the Lender and any Receiver against any liability arising from any disposal made under clause 10.3.1.

10.4 **Lender has Receiver's powers**

To the extent permitted by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may, after the security constituted by this Deed has become enforceable, be exercised by the Lender in relation to any of the Secured Assets whether or not it has taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

10.5 **Conversion of currency**

10.5.1 For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Lender may convert any monies received, recovered or realised by it under this Deed (including the proceeds of any previous conversion under this clause 10.5) from their existing currencies of denomination into any other currencies of denomination that the Lender may think fit.

10.5.2 Any such conversion shall be effected at Lloyds Bank plc's then prevailing spot selling rate of exchange for such other currency against the existing currency.

10.5.3 Each reference in this clause 10.5 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

10.6 **New accounts**

10.6.1 If the Lender receives, or is deemed to have received, notice of any subsequent Security, or other interest, affecting all or part of the Secured Assets, the Lender may open a new account for the Borrower in the Lender's books. Without prejudice to the Lender's right to combine accounts, no money paid to the credit of the Borrower in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.

10.6.2 If the Lender does not open a new account immediately on receipt of the notice, or deemed notice, under clause 10.6.1, then, unless the Lender gives express written notice to the contrary to the Borrower, all payments made by the Borrower to the

Lender shall be treated as having been credited to a new account of the Borrower and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Lender.

10.7 Indulgence

The Lender may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this Deed (whether or not any such person is jointly liable with the Chargors) in respect of any of the Secured Liabilities, or of any other security for them without prejudice either to this Deed or to the liability of the Chargors for the Secured Liabilities.

10.8 Appointment of an Administrator

10.8.1 The Lender may, without notice to the Chargors, appoint any one or more persons to be an Administrator of the Chargors pursuant to paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this Deed becomes enforceable.

10.8.2 Any appointment under this clause 10.8 shall:

- (a) be in writing signed by a duly authorised signatory of the Lender; and
- (b) take effect in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.

10.8.3 The Lender may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this clause 10.8 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

11 When security becomes enforceable

11.1 Security becomes enforceable on Event of Default

The security constituted by this Deed shall become immediately enforceable if an Event of Default is continuing.

11.2 **Discretion**

After the security constituted by this Deed has become enforceable, the Lender may, in its absolute discretion, 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 Secured Assets.

12 **Enforcement of security**

12.1 **General**

12.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.

12.1.2 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this Deed) shall be immediately exercisable at any time after the security constituted by this Deed has become enforceable under clause 11.1.

12.1.3 Section 103 of the LPA 1925 does not apply to the security constituted by this Deed.

12.2 **Extension of statutory powers of leasing**

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Lender and any Receiver, at any time after the security constituted by this Deed has become enforceable, whether in its own name or in that of the Chargors, to:

12.2.1 grant a lease or agreement for lease;

12.2.2 accept surrenders of leases; or

12.2.3 grant any option in respect of the whole or any part of the Secured Assets with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Chargors, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Lender or Receiver thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

12.3 Access on enforcement

12.3.1 At any time after the Lender has demanded payment of the Secured Liabilities or if the Chargors defaults in the performance of its obligations under this Deed, the Facility Agreement or an Event of Default is continuing, the Chargors will allow the Lender or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Secured Asset and for that purpose to enter on any premises where a Secured Asset is situated (or where the Lender or a Receiver reasonably believes a Secured Asset to be situated) without incurring any liability to the Chargors for, or by any reason of, that entry.

12.3.2 At all times, the Chargors must use its best endeavours to allow the Lender or its Receiver access to any premises for the purpose of clause 12.3.1 (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.

12.4 Redemption of prior Security

12.4.1 At any time after the security constituted by this Deed has become enforceable, the Lender may:

- (a) redeem any prior Security over any Secured Asset;
- (b) procure the transfer of that Security to itself; and
- (c) settle and pass the accounts of the holder of any prior Security (and any accounts so settled and passed shall, in the absence of any manifest error, be conclusive and binding on the Chargors).

12.4.2 The Chargors shall pay to the Lender immediately on demand all principal, interest, costs, charges and expenses of, and incidental to, any such redemption or transfer, and such amounts shall be secured by this Deed as part of the Secured Liabilities.

12.5 Protection of third parties

No purchaser, mortgagee or other person dealing with the Lender, any Receiver or any Delegate shall be concerned to enquire:

12.5.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;

12.5.2 whether any power the Lender, a Receiver or Delegate is purporting to exercise has become exercisable or is being properly exercised; or

12.5.3 how any money paid to the Lender, any Receiver or any Delegate is to be applied.

12.6 **Privileges**

Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

12.7 **No liability as mortgagee in possession**

Neither the Lender nor any Receiver or Delegate shall be liable, by reason of entering into possession of a Secured Asset or for any other reason, to account as mortgagee in possession in respect of all or any of the Secured Assets, nor shall any of them be liable for any loss on realisation of, or for any act, default or omission for which a mortgagee in possession might be liable.

12.8 **Conclusive discharge to purchasers**

The receipt of the Lender, or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any acquisition in the exercise of their respective powers, the Lender, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it thinks fit.

12.9 **Right of appropriation**

12.9.1 To the extent that:

- (a) the Secured Assets constitute Financial Collateral; and
- (b) this Deed and the obligations of the Chargors under it constitute a Security Financial Collateral Arrangement,

the Lender shall have the right, at any time after the security constituted by this Deed has become enforceable, to appropriate all or any of those Secured Assets

in or towards the payment or discharge of the Secured Liabilities in any order that the Lender may, in its absolute discretion, determine.

12.9.2 The value of any Secured Assets appropriated in accordance with this clause shall be:

- (a) in the case of cash, the amount standing to the credit of each of the Chargor's accounts with any bank, financial institution or other person, together with any accrued but unpaid interest, at the time the right of appropriation is exercised; and
- (b) in the case of Investments, the market price of those Investments at the time the right of appropriation is exercised determined by the Lender by reference to a recognised market index or by any other method that the Lender may select (including independent valuation).

12.9.3 The Chargors agree that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

13 **Receiver**

13.1 **Appointment**

13.1.1 At any time after the security constituted by this Deed has become enforceable, or at the request of the Chargors, the Lender may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Secured Assets.

13.1.2 The Lender may not appoint a Receiver solely as a result of the obtaining of a moratorium (or as a result of anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in section A52(4) of Part A1 of the Insolvency Act 1986.

13.2 **Removal**

The Lender may, without further notice (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receiver), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

13.3 Remuneration

The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925, and the remuneration of the Receiver shall be a debt secured by this Deed, to the extent not otherwise discharged.

13.4 Power of appointment additional to statutory powers

The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

13.5 Power of appointment exercisable despite prior appointments

The power to appoint a Receiver (whether conferred by this Deed or by statute) shall be, and remain, exercisable by the Lender despite any prior appointment in respect of all or any part of the Secured Assets.

13.6 Agent of the Chargors

Any Receiver appointed by the Lender under this Deed shall be the agent of the Chargors and the Chargors shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Chargors go into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lender.

14 Powers of Receiver

14.1 General

14.1.1 Any Receiver appointed by the Lender under this Deed shall, in addition to the powers conferred on it by statute, have the rights, powers and discretions set out in clause 14.2 to clause 14.23 (inclusive).

14.1.2 A Receiver has all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the LPA 1925, and shall have those rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986 whether it is an administrative receiver or not.

14.1.3 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing it states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

14.1.4 Any exercise by a Receiver of any of the powers given by clause 14 may be on behalf of the Chargors, the directors of the Chargors (in the case of the power contained in clause 14.16) or itself.

14.2 Repair and develop Charged Properties

A Receiver may undertake or complete any works of repair, alteration, building or development on the Charged Properties and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

14.3 Grant or accept surrenders of leases

A Receiver may grant, or accept, surrenders of any leases or tenancies affecting any Secured Asset on any terms, and subject to any conditions, that it thinks fit.

14.4 Employ personnel and advisers

14.4.1 A Receiver may provide services and employ or engage any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that it thinks fit.

14.4.2 A Receiver may discharge any such person or any such person appointed by the Chargors.

14.5 Make and revoke VAT options to tax

A Receiver may make, exercise or revoke any VAT option to tax as it thinks fit.

14.6 Remuneration

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by it) that the Lender may prescribe or agree with it.

14.7 Possession

A Receiver may take immediate possession of, get in and realise any Secured Asset.

14.8 Manage or reconstruct the Chargors' businesses

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Chargors.

14.9 Dispose of Secured Assets

A Receiver may sell, exchange, convert into money and realise all or any of the Secured Assets in respect of which it is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as it thinks fit. Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Secured Assets to be sold.

14.10 Sever fixtures and fittings

A Receiver may sever and sell separately any fixtures or fittings from any Charged Property without the consent of the Chargors.

14.11 Sell Book Debts

A Receiver may sell and assign all or any of the Book Debts in respect of which it is appointed in any manner, and generally on any terms and conditions, that it thinks fit.

14.12 Valid receipts

A Receiver may give a valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Secured Assets.

14.13 Make settlements

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who claims to be a creditor of the Chargors or relating in any way to any Secured Asset.

14.14 Legal action

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Secured Assets as it thinks fit.

14.15 Improve the Equipment

A Receiver may make substitutions of, or improvements to, the Equipment as it may think expedient.

14.16 Make calls on Chargors members

A Receiver may make calls conditionally or unconditionally on the members of the Chargors in respect of uncalled capital with (for that purpose and for the purpose of enforcing payments of any calls so made) the same powers as are conferred by the articles of association of the Chargors on its directors in respect of calls authorised to be made by them.

14.17 Insure

A Receiver may, if it thinks fit, but without prejudice to the indemnity in clause 17, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Chargors under this Deed.

14.18 Subsidiaries

A Receiver may form a subsidiary of the Chargors and transfer to that subsidiary any Secured Asset.

14.19 Borrow

A Receiver may, for whatever purpose it thinks fit, raise and borrow money either unsecured or on the security of all or any of the Secured Assets in respect of which it is appointed on any terms that it thinks fit (including, if the Lender consents, terms under which that security ranks in priority to this Deed).

14.20 Redeem prior Security

A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any

manifest error, conclusive and binding on the Chargors, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

14.21 Delegation

A Receiver may delegate its powers in accordance with this Deed.

14.22 Absolute beneficial owner

A Receiver may, in relation to any of the Secured Assets, exercise all powers, authorisations and rights it would be capable of exercising as, and do all those acts and things, an absolute beneficial owner could exercise or do, in the ownership and management of the Secured Assets or any part of the Secured Assets.

14.23 Incidental powers

A Receiver may do any other acts and things that it:

14.23.1 may consider desirable or necessary for realising any of the Secured Assets;

14.23.2 may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this Deed or law; or

14.23.3 lawfully may or can do as agent for the Chargors.

15 Delegation

15.1 Delegation

The Lender or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Deed (including the power of attorney granted under clause 19.1).

15.2 Terms

The Lender and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

15.3 **Liability**

Neither the Lender nor any Receiver shall be in any way liable or responsible to the Chargors for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

16 **Application of proceeds**

16.1 **Order of application of proceeds**

All monies received or recovered by the Lender, a Receiver or a Delegate under this Deed or in connection with the realisation or enforcement of all or part of the security constituted by this Deed (other than sums received under any Insurance Policy), 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):

16.1.1 in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Lender (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this Deed, and of all remuneration due to any Receiver under or in connection with this Deed;

16.1.2 in or towards payment of the Secured Liabilities in any order and manner that the Lender determines; and

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

16.2 **Appropriation**

Neither the Lender, any Receiver nor any Delegate 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 Liabilities.

16.3 **Suspense account**

All monies received by the Lender, a Receiver or a Delegate under this Deed (other than sums received under any Insurance Policy that are not going to be applied in or towards discharge of the Secured Liabilities):

- 16.3.1 may, at the discretion of the Lender, Receiver or Delegate, be credited to a suspense account;
- 16.3.2 shall bear interest, if any, at the rate agreed in writing between the Lender and the Chargors; and
- 16.3.3 may be held in that account for so long as the Lender, Receiver or Delegate thinks fit.

17 Costs and indemnity

17.1 Costs

The Chargors shall, promptly on demand, pay to, or reimburse, the Lender and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Lender, any Receiver or any Delegate in connection with:

- 17.1.1 this Deed or the Secured Assets;
- 17.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's, a Receiver's or a Delegate's rights under this Deed; or
- 17.1.3 taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost, charge, expense, tax or liability arose until full discharge of that cost, charge, expense, tax or liability (whether before or after judgment, liquidation, winding-up or administration of the Chargors) at the rate and in the manner specified in the Facility Agreement.

17.2 Indemnity

- 17.2.1 The Chargors shall indemnify the Lender, each Receiver and each Delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) 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 Secured Assets;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this Deed; or
- (c) any default or delay by the Chargors in performing any of its obligations under this Deed.

17.2.2 Any past or present employee or agent may enforce the terms of this clause 17.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

18 Further assurance

The Chargors shall promptly, at its own expense, take whatever action the Lender or any Receiver may reasonably require for:

- 18.1 creating, perfecting or protecting the security created or intended to be created by this Deed;
- 18.2 facilitating the realisation of any Secured Asset; or
- 18.3 facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any Secured Asset,

including, without limitation the execution of any mortgage, transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Secured Assets (whether to the Lender or to its nominee) and the giving of any notice, order or direction and the making of any filing or registration which, in any such case, the Lender may consider necessary or desirable.

19 Power of attorney

19.1 Appointment of attorneys

By way of security, the Chargors irrevocably appoints the Lender, every Receiver and every Delegate separately to be the attorney of the Chargors and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

19.1.1 the Chargors are required to execute and do under this Deed; or

19.1.2 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this Deed or by law on the Lender, any Receiver or any Delegate.

19.2 **Ratification of acts of attorneys**

The Chargors ratify and confirm, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 19.1.

20 **Release**

Subject to clause 27.3, at the end of the Security Period, the Lender shall, at the request and cost of the Chargors, take whatever action is necessary to:

20.1 release the Secured Assets from the security constituted by this Deed; and

20.2 reassign the Secured Assets to the Chargors.

21 **Assignment and transfer**

21.1 **Assignment by Lender**

21.1.1 At any time, without the consent of the Chargors, the Lender may assign or transfer any or all of its rights and obligations under this Deed.

21.1.2 The Lender may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Chargors, the Secured Assets and this Deed that the Lender considers appropriate.

21.2 **Assignment by Chargors**

The Chargors may not assign any of its rights, or transfer any of its rights or obligations, under this Deed.

22 Set-off

22.1 Lender's right of set-off

The Lender may at any time set off any liability of the Chargors to the Lender against any liability of the Lender to the Chargors, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Deed. If the liabilities to be set off are expressed in different currencies, the Lender may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Lender of its rights under this clause 22 shall not limit or affect any other rights or remedies available to it under this Deed or otherwise.

22.2 No obligation to set off

The Lender is not obliged to exercise its rights under clause 22.1. If, however, it does exercise those rights it must promptly notify the Chargors of the set-off that has been made.

22.3 Exclusion of Chargors' right of set-off

All payments made by the Chargors to the Lender under this Deed shall be made in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

23 Amendments, waivers and consents

23.1 Amendments

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

23.2 Waivers and consents

23.2.1 A waiver of any right or remedy under this Deed or by law, or any consent given under this Deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

23.2.2 A failure or delay by a party to exercise any right or remedy provided under this Deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or

constitute an election to affirm this Deed. No single or partial exercise of any right or remedy provided under this Deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Deed by the Lender shall be effective unless it is in writing.

23.3 Rights and remedies

The rights and remedies provided under this Deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

24 Severance

If any provision (or part of a provision) of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Deed.

25 Counterparts

25.1 This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

25.2 Transmission of the executed signature page of a counterpart of this Deed by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Deed. If either method of delivery is adopted, without prejudice to the validity of the deed thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

25.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

26 Third party rights

26.1 Except as expressly provided in this Deed, a person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

26.2 The rights of the parties to rescind or agree any amendment or waiver under this Deed are not subject to the consent of any other person.

27 Further provisions

27.1 Independent security

The security constituted by this Deed shall be in addition to, and independent of, any other security or guarantee that the Lender may hold for any of the Secured Liabilities at any time. No prior security held by the Lender over the whole or any part of the Secured Assets shall merge in the security created by this Deed.

27.2 Continuing security

The security constituted by this Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this Deed in writing.

27.3 Discharge conditional

Any release, discharge or settlement between the Chargors and the Lender shall be deemed conditional on no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded under any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

27.3.1 the Lender or its nominee may retain this Deed and the security created by or under it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and

27.3.2 the Lender may recover the value or amount of such security or payment from the Chargors subsequently as if the release, discharge or settlement had not occurred.

27.4 Certificates

A certificate or determination by the Lender as to any amount for the time being due to it from the Chargors under this Deed and the Facility Agreement shall be, in the absence of any manifest error, conclusive evidence of the amount due.

27.5 **Consolidation**

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this Deed.

28 **Notices**

28.1 **Delivery**

Any notice or other communication given to a party under or in connection with this Deed shall be:

28.1.1 in writing;

28.1.2 delivered by hand, by pre-paid first-class post or other next working day delivery service; and

28.1.3 sent to:

(a) the Chargor at:

Timsons Business Centre, Bath Road Kettering Northamptonshire NN16 8NQ

Attention: JOANNA MISA-HARRIS

(b) the Lender at:

Eagle House, 5th Floor, 50 Marshall Street, London, W1F 9BQ

Attention: KATHERINE CHAN

or to any other address as is notified in writing by one party to the other from time to time.

28.2 **Receipt by Chargor**

Any notice or other communication that the Lender gives to the Chargors shall be deemed to have been received:

28.2.1 if delivered by hand, at the time it is left at the relevant address; and

28.2.2 if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting.

A notice or other communication given as described in clause 28.2.1 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

28.3 Receipt by Lender

Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt.

28.4 Service of proceedings

This clause 28 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

28.5 No notice by email

A notice or other communication given under or in connection with this Deed is not valid if sent by email.

29 Governing law and jurisdiction

29.1 Governing law

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

29.2 Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation. Nothing in this clause shall limit the right of the Lender to take proceedings against the Chargors in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

29.3 **Other service**

The Chargors irrevocably consent to any process in any legal action or proceedings under clause 29.2 being served on it in accordance with the provisions of this Deed relating to service of notices. Nothing contained in this Deed shall affect the right to serve process in any other manner permitted by law.

THIS DEED has been entered into as a deed and delivered on the date stated at the beginning of it.

**SCHEDULE 1A
NOTICE REGARDING ACCOUNT**

Notice

To:
Metro Bank PLC
One Southampton Row
London
WC1B 5HA

Dear Sirs,

We refer to our bank account number [19283151] (the "**Account**").

By a debenture dated 4th July 2023 we have granted Juice Ventures Limited of Eagle House, 5th Floor, 50 Marshall Street, London, W1F 9BQ (the "**Chargee**") a first floating charge over the Account and, in particular, the Credit Balance (as such term is defined in the Debenture) thereon as security for our liabilities and obligations under a Facility Agreement and related documents.

We may continue to deal with you with respect to the Account 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.

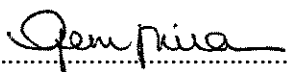
Please ensure that the Chargee receives by the third Business Day after the date of this notice an acknowledgement in the attached form signed by one of your duly authorised officers.

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 July 4 2023

Director



for and on behalf of
FULLGREEN UK Limited

Acknowledgement

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

Juice Ventures Limited
Eagle House, 5th Floor, 50 Marshall Street
London
W1F 9BQ
Attention: Katherine Chan

Cc. FULLGREEN UK LIMITED, Timsons Business Centre, Bath Road Kettering Northamptonshire NN16 8NQ

Dear Sirs,

FULLGREEN UK LIMITED (the "Chargor")

We refer to the bank account number [19283151] of the Chargor (the "**Account**").

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 4th July 2023 creating a charge in favour of you of the Chargor's rights in relation to the Account.

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

after receiving a notice (by letter) from you which states that this paragraph 0 is to come into force, we shall:

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 Account; and

treat you as fully entitled, with immediate effect, to operate the Account and, in particular, to effect or authorise withdrawals and transfers from the Account;

we shall forward to you by email monthly statements regarding the Account and 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 Account or any other matter relating to the Account.

.....
duly authorised for and on behalf of
METRO BANK PLC

Dated _____ 2023

**SCHEDULE 1B
NOTICE REGARDING ACCOUNT**

Notice

To:
Metro Bank PLC
One Southampton Row
London
WC1B 5HA

Dear Sirs,

We refer to our bank account number [18554682] (the “**Account**”).

By a debenture dated 4th July 2023 we have granted Juice Ventures Limited of Eagle House, 5th Floor, 50 Marshall Street, London, W1F 9BQ (the “**Chargee**”) a first floating charge over the Account and, in particular, the Credit Balance (as such term is defined in the Debenture) thereon as security for our liabilities and obligations under a Facility Agreement and related documents.

We may continue to deal with you with respect to the Account 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.

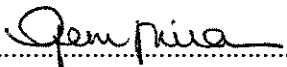
Please ensure that the Chargee receives by the third Business Day after the date of this notice an acknowledgement in the attached form signed by one of your duly authorised officers.

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 July 4 2023

Director


.....
for and on behalf of
FULLGREEN LIMITED

Acknowledgement

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

Juice Ventures Limited
Eagle House, 5th Floor, 50 Marshall Street
London
W1F 9BQ
Attention: Katherine Chan

Cc. FULLGREEN LIMITED, Timsons Business Centre, Bath Road Kettering Northamptonshire NN16 8NQ

Dear Sirs,

FULLGREEN LIMITED (the "Chargor")

We refer to the bank account number [19283151] of the Chargor (the "**Account**").

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 4th July 2023 creating a charge in favour of you of the Chargor's rights in relation to the Account.

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

after receiving a notice (by letter) from you which states that this paragraph 0 is to come into force, we shall:

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 Account; and

treat you as fully entitled, with immediate effect, to operate the Account and, in particular, to effect or authorise withdrawals and transfers from the Account;

we shall forward to you by email monthly statements regarding the Account and 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 Account or any other matter relating to the Account.

.....
duly authorised for and on behalf of
METRO BANK PLC

Dated _____ 2023

Chargor(s)

EXECUTED as a **DEED** by **FULLGREEN UK LTD & FULLGREEN LTD**

Gen Pina

acting by) Director

in the presence of:)

W Signature: *Stu*
I Name: ... Jamie Harris ...
T Address: ... 55 Albany Mansions ...
N ... Albert Bridge Road ...
E ... London ...
S ... SW11 4PQ ...
S Occupation: ... Consultant ...

Lender

EXECUTED as a **DEED** by **JUICE VENTURES LIMITED**

DocuSigned by:
Katherine Chan
 65DD803EF7A0488...

acting by) Director

in the presence of:)

W Signature: *Kevin Cheah*
 86GDF9564C2046B...
I Name: Kevin Cheah
T Address: ... E14 7LY ...
N ...
E ...
S ...
S Occupation: ... Business analyst ...

Chargor(s)

EXECUTED as a DEED by FULLGREEN UK LTD &)

FULLGREEN LTD

acting by)

Director

in the presence of:)

W Signature:)

I Name:)

T Address:)

N

E

S

S Occupation:)

Lender

EXECUTED as a DEED by JUICE VENTURES)

LIMITED

acting by)

DocuSigned by:

Katherine Chan

650D803EF7A0486...

Director

in the presence of:)

W Signature:)

I Name:)

T Address:)

N

E

S

S Occupation:)

DocuSigned by:

Kevin Cheah

660DF9584C2C046B...

Kevin Cheah

Certified to be a true copy
of the original as seen
by me:

Name: JOSEPH HARRIS

Ref: 1-22BRZEF (CIMA)

Address: