



Registration of a Charge

Company name: **THE BIKE CLUB LIMITED**

Company number: **10098146**

Received for Electronic Filing: **28/09/2020**



X9EJJBHI

Details of Charge

Date of creation: **28/09/2020**

Charge code: **1009 8146 0002**

Persons entitled: **CODEX DAM LIMITED**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

CMS CAMERON MCKENNA NABARRO OLSWANG LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10098146

Charge code: 1009 8146 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th September 2020 and created by THE BIKE CLUB LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th September 2020 .

Given at Companies House, Cardiff on 29th September 2020

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 28 September 2020

THE BIKE CLUB LIMITED

and

CODEX DAM LIMITED

DEBENTURE

DEBENTURE

THIS DEBENTURE is made on

28 September

2020

PARTIES

- (1) **CODEX DAM LIMITED**, a company incorporated under the laws of Guernsey (company registration number 67942) whose registered office is at Samia House, Le Truchot, St Peter Port, Guernsey GY1 1GR (**Codex Dam**); and
- (2) **THE BIKE CLUB LIMITED**, a company incorporated under the laws of England and Wales (company number 10098146) whose registered office is at Uncommon, 126 New Kings Road, Fulham, London, England SW6 4LZ (**the Company**).

BACKGROUND

- (A) Codex Dam has agreed, pursuant to the Note Purchase Agreement, to purchase Notes subject to the grant by the Company in favour of Codex Dam of a fixed and floating charge over all the assets of the Company.
- (B) This deed, sets out the terms on which the Company grants such security to Codex Dam.

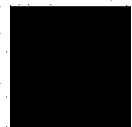
AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

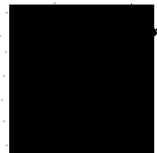
1.1 Definitions

In this deed:

Administrator	any one or more persons appointed as an administrator of the Company by Codex Dam under paragraph 14 of schedule B1 to the Insolvency Act.
Charged Property	the assets mortgaged, charged or assigned by the Company under this deed.
Dividends	all dividends, interest and other money payable in respect of the Investments.
Event of Default	has the meaning given to it under the Note Instrument.
Financial Collateral Regulations	the Financial Collateral Arrangements (No 2) Regulations 2003 SI 2003/3226.
Finance Documents	means: <ol style="list-style-type: none">(a) the Note Instrument;(b) the Note Purchase Agreement; and(c) this deed.
Floating Charge Assets	means all the assets and undertaking from time to time subject to the floating charge created under clause 4.1
Insolvency Act	the Insolvency Act 1986.



Intellectual Property	all present and future rights of the Company in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing.
Investment	any: <ul style="list-style-type: none"> (a) stock, share, bond or any form of loan capital of or in any legal entity; (b) unit in any unit trust or similar scheme; (c) warrant or other right to acquire any such investment, and any offer, right or benefit in respect of any such investment other than Dividends.
Lease	includes any underlease, tenancy, letting, licence, any document supplemental or collateral to any of them and any agreement to enter into any of them and the expression "tenant" construed accordingly.
LPA	the Law of Property Act 1925.
Note Instrument	the convertible loan note instrument, dated on or around the date of this Agreement, executed by the Company constituting the £5,700,000 8% secured convertible loan notes 2022.
Note Purchase Agreement	the note purchase agreement, dated on or about the date hereof, between the Company and Codex Dam.
Permitted Security	means: <ul style="list-style-type: none"> (a) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group; (b) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group; (c) any payment or close out netting or set-off arrangement pursuant to any treasury transaction or foreign exchange transaction entered into by a member of the Group; (d) any Security over or affecting any asset of any company which becomes a member of the Group after the date of this deed, where the Security or is created prior to the date on which that company becomes a member of the Group if: <ul style="list-style-type: none"> (i) the Security or was not created in contemplation of the acquisition of that company (ii) the principal amount secured has not increased in contemplation of or since the acquisition of that company; and (iii) the Security is removed or discharged within



1 month of that company becoming a member of the Group;

- (e) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group; and
- (f) any Security securing indebtedness the outstanding principal amount of which (when aggregated with the outstanding principal amount of any other indebtedness which has the benefit of Security given by any member of the Group other than any permitted under paragraphs (a) to (i) above) does not exceed £50,000 (or its equivalent in other currencies).

Plant and Equipment any fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property which are not Real Property.

Real Property means:

- (a) any freehold, leasehold (subject to any restrictions contained therein) or immoveable property; and
- (b) any buildings, fixtures, fittings, fixed plant and machinery from time to time situated on or forming part of such property.

Receiver any one or more persons appointed as a receiver, receiver and manager or administrative receiver under this deed.

Secured Liabilities all obligations of the Company now or after the date of this deed owed or expressed to be owed to Codex Dam under the Note Instrument and/or the Finance Documents whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity howsoever arising (including, without limitation, all interest, commissions, fees and all legal and other costs, charges and other expenses).

Secured Real Property Real Property that is the subject of the security constituted by this deed.

Security a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement having or intended to have a similar effect.

1.2 Interpretation

In this deed, unless a contrary indication appears:

- (a) "obligations" means obligations and liabilities;
- (b) references to obligations include the whole or any part of them, present and future, actual and contingent;
- (c) any reference to "powers" include rights, powers, discretions and authorities; and
- (d) any reference to any asset include any proceeds of sale of any such asset.

1.3 Incorporation



This deed incorporates any side letters between the parties to the extent required to ensure the validity of any purported disposition under this deed of any freehold or leasehold property under s. 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 Continuation of undertakings

Any undertaking made by or obligation imposed on the Company in this deed will continue in force until Codex Dam is satisfied that it has no further obligation to provide financial accommodation to the Company, all the Secured Liabilities have been irrevocably paid or discharged in full and Codex Dam has confirmed the same to the Company in writing.

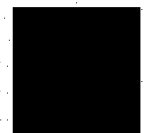
2. **UNDERTAKING TO PAY**

The Company undertakes to pay the Secured Liabilities to Codex Dam when the same shall become due.

3. **FIXED SECURITY**

As continuing security for the payment of the Secured Liabilities, the Company with full title guarantee:

- (a) charges to Codex Dam by way of legal mortgage all Real Property owned by the Company at the date of this deed;
- (b) charges to Codex Dam by way of equitable mortgage any Real Property acquired by the Company after the date of this deed;
- (c) assigns to Codex Dam by way of fixed security its rights and interest in:
 - (i) any present or future right to occupy any Real Property under licence;
 - (ii) rights under any present or future contract for the purchase of any Real Property and damages payable in respect of any such contract;
- (d) assigns to Codex Dam by way of equitable mortgage its rights and interest in:
 - (i) any Investments;
 - (ii) any Dividends in respect of any Investments;
 - (iii) any other present or future Investment owned by the Company;
 - (iv) any Dividends in respect of any such other Investments;
- (e) charges to Codex Dam by way of fixed charge all its rights and interest in:
 - (i) all monies from time to time standing to the credit of each account held by the Company with any bank, building society, financial institution or other person;
 - (ii) all Plant and Equipment or replacement of them, present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;
 - (iii) the Investments to the extent not effectively charged by way of equitable mortgage pursuant to clause 3(d)(i);
 - (iv) all present and future book and other debts due to the Company and their proceeds (both collected and uncollected) (together the Debts) and all rights, guarantees, security or other collateral in respect of the Debts (or any



of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them);

- (v) its present and future goodwill and uncalled capital;
- (vi) any present or future insurances in respect of any Charged Property and the proceeds of such insurances; and
- (vii) any present or future Intellectual Property.
- (viii) the benefit of all authorisations from time to time held or utilised by the Company in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of them.

4. FLOATING SECURITY

4.1 Floating charge

As continuing security for the payment of the Secured Liabilities, the Company charges to Codex Dam by way of floating charge with full title guarantee the whole of its assets wherever located both present and future to the extent that such assets are not effectively mortgaged, charged or assigned to Codex Dam by way of fixed security under clause 3.

4.2 Conversion

Subject to clause 4.4, Codex Dam may at any time by notice to the Company convert the floating charge created by clause 4.1 into a fixed charge as regards any assets specified in the notice if:

- 4.2.1 an Event of Default has occurred and is continuing; or
- 4.2.2 Codex Dam consider 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.

4.3 Automatic conversion of a floating charge to a fixed charge

If (unless expressly permitted in writing by Codex Dam or expressly permitted under the terms of any Finance Document):

- 4.3.1 the Company creates or attempts to create any Security over any of its Floating Charge Assets;
- 4.3.2 any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset; or
- 4.3.3 any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration, examinership or reorganisation of the Company,

the floating charge created by this deed will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in clause 4.3.3, over all the Floating Charge Assets.

4.4 Moratorium under Insolvency Act

Codex Dam shall not be entitled to convert the floating charge created by clause 4.1 into a fixed charge as a result only of the Company obtaining a moratorium or anything done with a view to obtaining a moratorium under s. 1A of and schedule A1 to the Insolvency Act.

4.5 Qualifying floating charge



Paragraph 14(2)(a) of schedule B1 to the Insolvency Act applies to the floating charge created by clause 4.1 which is a "qualifying floating charge" for the purpose of paragraph 14(1) of schedule B1 to the Insolvency Act.

5. INVESTMENTS

5.1 Deposit of certificates

The Company shall, if so required by Codex Dam, deposit with Codex Dam the certificates or other documents of title to each Investment owned by the Company on such date.

5.2 Payment of money due

The Company shall promptly pay all money which may from time to time be due in respect of any Investment forming part of the Charged Property.

5.3 Dividends and voting rights before Event of Default

Until the occurrence of an Event of Default:

5.3.1 the Company shall be entitled to receive all Dividends in respect of any Investment forming part of the Charged Property free from the security created by this deed; and

5.3.2 the Company will be entitled to exercise all voting rights attached to any Investment forming part of the Charged Property and if Codex Dam are registered as the holders of any such Investment they will exercise all voting rights attached to it as directed by the Company.

5.4 Dividends and voting rights after Event of Default

After the occurrence of an Event of Default:

5.4.1 if any Investment forming part of the Charged Property is not then registered in the name of Codex Dam or a nominee for Codex Dam, Codex Dam will be entitled to become so registered or to procure registration in the name of a nominee;

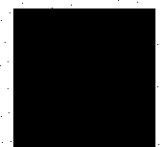
5.4.2 all Dividends will be payable to Codex Dam and may be applied by Codex Dam in reduction of the Secured Liabilities whether or not any Investment forming part of the Charged Property is registered in the name of Codex Dam or any nominee for Codex Dam or in the name of the Company or any nominee for the Company;

5.4.3 Codex Dam will be entitled to exercise or procure the exercise of all voting rights attached to any Investment forming part of the Charged Property that is registered in the name of Codex Dam or any nominee for Codex Dam for the purpose only of preserving the value of such Investment or realising the security over such Investment created by this deed; and

5.4.4 the Company shall exercise or procure the exercise of any voting rights attached to any Investment forming part of the Charged Property that is registered in the name of the Company or any nominee for the Company as directed by Codex Dam for the purpose mentioned in clause 5.4.3.

5.5 Dematerialisation

The Company must promptly take all action required for the rematerialisation of any Investments forming part of the Charged Property held in dematerialised form in a clearance system.



6. **NEGATIVE UNDERTAKINGS**

6.1 Negative pledge

The Company shall not create or permit to subsist any Security over any of the Charged Property other than Permitted Security.

6.2 Disposals

Except with the prior written consent of Codex Dam, the Company shall not sell, transfer, lease or otherwise dispose or purport or agree to dispose of:

6.2.1 any of its assets which are expressed to be mortgaged by way of legal or equitable mortgage, assigned by way of security or charged by way of fixed security or charge to Codex Dam under clause 3; or

6.2.2 any of its other assets other than on arm's length terms in the ordinary course of its trading.

7. **UNDERTAKINGS RELATING TO THE CHARGED PROPERTY**

7.1 Repair

Except with the prior written consent of Codex Dam, the Company shall keep the Charged Property that is of a repairable nature in good and substantial repair and condition.

7.2 Notification of acquisitions and disposals

The Company shall promptly notify Codex Dam of any proposal, contract, conveyance, option, transfer or other disposition involving the acquisition by the Company of any interest in any Real Property or, without prejudice to clause 6, any sale, lease, transfer or other disposal by the Company of an interest in any Real Property.

7.3 Powers of leasing

The Company's statutory and any other powers of entering into Leases and accepting or agreeing to accept surrenders of Leases are excluded and shall not be exercisable by the Company in relation to the Secured Real Property and the Company shall not without the prior written consent of Codex Dam:

7.3.1 part with possession or occupation of, confer any licence or right to occupy nor confer any interest in any Secured Real Property;

7.3.2 grant any permission to assign, underlet or part with possession or occupation of any Secured Real Property;

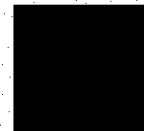
7.3.3 agree or permit any amendment to or waiver of the terms of any Lease (including any Lease under which the Company is tenant); or

7.3.4 exercise any power to determine any Lease.

7.4 Right of entry

The Company shall permit Codex Dam, its agents and contractors at reasonable times and upon reasonable notice (or at any time without notice after the occurrence of an Event of Default or in case of emergency) to enter into or upon any Secured Real Property without becoming liable as mortgagee in possession:

7.4.1 to view the state and condition of or to value it;



- 7.4.2 to comply with or object to any direction or notice or other matter served upon the Company; and
- 7.4.3 to carry out at the cost of the Company any repairs or maintenance or to take any action which Codex Dam considers necessary or desirable in connection with any Secured Real Property to procure compliance with any obligation of the Company in this deed.
- 7.5 Insurances
 - 7.5.1 The Company shall insure and keep insured the Charged Property against:
 - 7.5.1.1 loss or damage by fire or terrorist acts, including any third party liability arising from such acts;
 - 7.5.1.2 other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Company; and
 - 7.5.1.3 any other risk, perils and contingencies as Codex Dam may reasonably require.
 - 7.5.2 All monies payable under any insurance policy maintained by the Company in accordance with clause 7.5.1 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 Codex Dam so directs, in or towards discharge or reduction of the Secured Liabilities.
 - 7.5.3 Where required by Codex Dam, the Company shall deposit with Codex Dam all insurance policies (or copies where Codex Dam agrees).

7.6 Failure to comply

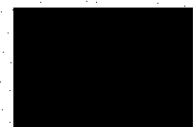
If the Company fails to comply with any of its obligations under this deed Codex Dam may take such steps as they consider appropriate to procure compliance with such obligations at the cost of the Company.

8. ENFORCEMENT OF SECURITY

8.1 Codex Dam's powers

Following the occurrence of an Event of Default that is continuing, this deed shall become enforceable and Codex Dam may immediately or at any time thereafter:

- 8.1.1 enforce all or any part of the Security created by this deed in any manner it sees fit;
- 8.1.2 appoint one or more persons as an Administrator of the Company in accordance with schedule B1 to the Insolvency Act;
- 8.1.3 exercise the power of sale and all other powers conferred by s. 101 of the LPA as varied or extended by this deed;
- 8.1.4 subject to s.72A of and paragraph 43 of Schedule A1 to the Insolvency Act, appoint one or more persons as a receiver and manager or administrative receiver of any Charged Property;
- 8.1.5 exercise all the powers conferred on a Receiver by this deed, the LPA and the Insolvency Act;



- 8.1.6 by notice to the Company and the Company's right to possession of all or any Real Property forming part of the Charged Property and enter into possession of all or such part of such Real Property;
- 8.1.7 to the extent that this deed constitutes a "security financial collateral arrangement" as defined in the Financial Collateral Regulations, appropriate any Charged Property which constitutes "financial collateral" as defined in the Financial Collateral Regulations in or towards satisfaction of the Secured Liabilities and Codex Dam shall value such Charged Property by reference to an independent valuation or other procedure selected by Codex Dam acting reasonably.
- 8.2 Powers under the LPA
 - 8.2.1 S.103 of the LPA will not apply to this deed.
 - 8.2.2 The power of sale and all other powers conferred by s.101 of the LPA as varied or extended by this deed will arise upon execution of this deed by the Company.
- 8.3 Administrators

If Codex Dam appoint a two or more persons as Administrator of the Company, the appointment may specify whether those persons are to act jointly or concurrently.
- 8.4 Receivers
 - 8.4.1 Codex Dam may appoint any Receiver upon such terms as to remuneration and otherwise as Codex Dam thinks fit and the maximum rate specified in s.109(6) of the LPA shall not apply.
 - 8.4.2 Any Receiver will be the agent of the Company for all purposes and the Company will be responsible for such Receiver's acts and defaults and for his remuneration, costs, fees, taxes and expenses to the exclusion of liability on the part of Codex Dam.
 - 8.4.3 Where two or more persons are appointed as Receiver any act authorised to be done by the Receiver may be done by all of them acting jointly or by any one or more of them acting severally.
 - 8.4.4 Codex Dam may at any time by writing remove any Receiver (subject to the obtaining of any required order of the court in the case of an administrative receiver) whether or not Codex Dam appoints any other person as Receiver in his place.
- 9. **POWERS OF RECEIVER AND CODEX DAM**
 - 9.1 Statutory powers

A Receiver shall have and be entitled to exercise all the powers conferred on a receiver by the LPA and, whether or not such a Receiver is an administrative receiver, all the powers conferred upon an administrative receiver by schedule 1 to the Insolvency Act which powers are incorporated in this deed.
 - 9.2 Additional powers

By way of addition to and without limiting any other powers referred to in this clause a Receiver shall have power (both before and after the commencement of any liquidation of the Company) to do every act and thing and exercise every power:

 - 9.2.1 which the Company would have been entitled to do or exercise if no Receiver had been appointed or which the Receiver would have been entitled to do or exercise if the Receiver were the absolute legal and beneficial owner of the Charged Property;



- 9.2.2 which such Receiver in his absolute discretion considers necessary or desirable for maintaining or enhancing the value of any Charged Property or for or in connection with the enforcement of the Security created by this deed or the realisation of any Charged Property,

and may use the name of the Company in connection with any exercise of such powers.

9.3 Prior encumbrances

At any time after the security given by this deed has become enforceable, Codex Dam may redeem any prior Security against the Charged Property or procure a transfer of such Security to Codex Dam and may agree the accounts of the person entitled to that Security and any accounts so agreed will be binding on the Company. Any money paid by Codex Dam in connection with a redemption or transfer of any prior Security will form part of the Secured Liabilities.

9.4 Possession

If Codex Dam, any Receiver or any delegate of either of them takes possession of any Charged Property it may go out of possession at any time.

10. **DELEGATION OF POWERS BY CODEX DAM OR RECEIVER**

10.1 Delegation

Codex Dam or any Receiver may from time to time delegate by power of attorney or in any other manner to any person any powers which are for the time being exercisable by Codex Dam or a Receiver under this deed in relation to any Charged Property and any such delegation may be made upon such terms as Codex Dam or such Receiver may think fit.

10.2 Liability for delegates

Neither Codex Dam nor any Receiver will be in any way liable or responsible to the Company for any loss or damage arising from any act or omission on the part of any such delegate unless such loss or damage is caused by the fraud, gross negligence or wilful misconduct of the delegate.

11. **EXCLUSION OF LIABILITY**

11.1 No obligation to recover

Neither Codex Dam nor any Receiver is under any obligation to take action to collect any money or enforce any rights comprised in the Charged Property whether or not it is in possession of the relevant Charged Property.

11.2 Liability as mortgagee in possession

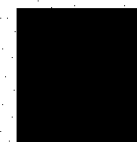
If Codex Dam or any Receiver takes possession of any Charged Property, it will not be liable to account to the Company for anything except actual receipts or be liable to the Company for any loss arising from any realisation of any Charged Property or for any default or omission for which a receiver or mortgagee in possession would be liable.

11.3 Losses on enforcement

Codex Dam or any Receiver will not be liable to the Company for any loss or damage arising from:

11.3.1 any sale of any Charged Property;

11.3.2 any act, default or omission of Codex Dam or any Receiver in relation to any Charged Property; or



- 11.3.3 any exercise or non-exercise by Codex Dam or any Receiver of any power conferred upon it in relation to any Charged Property by or pursuant to this deed or by the LPA,

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

12. REIMBURSEMENT AND INDEMNITY

12.1 Reimbursement

The Company shall pay to Codex Dam on demand:

- 12.1.1 any money paid by Codex Dam or any Receiver:
- 12.1.1.1 as a result of Codex Dam or any Receiver taking action which Codex Dam or any Receiver consider necessary in connection with any Charged Property or to procure compliance with any obligation of the Company in this deed; or
 - 12.1.1.2 in respect of any action or thing expressed in this deed to be done at the cost of the Company;
- 12.1.2 all costs, fees, taxes and expenses incurred by Codex Dam or any Receiver in connection with its enforcement and/or the preservation of Codex Dam's rights under this deed.

12.2 Indemnity

The Company shall indemnify each of Codex Dam and any Receiver against all liabilities, claims and expenses whether arising out of contract or in tort or in any other way (including any liability under any environmental law) which it or they may at any time incur in connection with this deed or for anything done or omitted to be done in the exercise or purported exercise of its or their powers pursuant to this deed unless such liabilities, claims and expenses are caused by its fraud, negligence or wilful misconduct.

13. APPLICATION OF SUMS REALISED

13.1 Order of application

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

- 13.1.1 in payment of all costs, fees, taxes and expenses incurred by Codex Dam 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;
- 13.1.2 in payment of remuneration to any Receiver;
- 13.1.3 in or towards payment of the Secured Liabilities to the Noteholders pro rata to the proportion of the Secured Liabilities outstanding to each Noteholder.
- 13.1.4 the balance (if any) will be applied as required by law.

13.2 Contingent or future liabilities

If any money is received by Codex Dam or a Receiver as a result of the enforcement of this deed or otherwise by reason of the Security created by this deed at a time when the Secured Liabilities include contingent or future liabilities Codex Dam or any Receiver may hold some or all of such money in a suspense account.



14. PROTECTION OF PERSONS DEALING WITH CODEX DAM OR RECEIVER

14.1 No person dealing with Codex Dam or any Receiver will be concerned to enquire:

- 14.1.1** whether any event has happened upon which any of the powers conferred by this deed may have arisen or be exercisable;
- 14.1.2** otherwise as to the propriety or regularity of any exercise of the powers conferred by this deed or of any act purporting or intended to be in exercise of such powers; or
- 14.1.3** whether any Secured Liabilities remain owing.

15. NOTICE OF SUBSEQUENT CHARGE

15.1 If Codex Dam receives notice of any Security or other interest affecting any Charged Property:

- 15.1.1** it may open a new account for the Company in its books and may transfer any outstanding balance owing by the Company to such new account;
- 15.1.2** if it does not open a new account then, unless it gives express written notice to the contrary to the Company, all payments made by the Company to it will as from the time of receipt of such notice be treated as having been credited to a new account of the Company and not as having been applied in reduction of the Secured Liabilities.

16. FURTHER ASSURANCE

When required by Codex Dam or any Receiver the Company shall, at its own cost:

- 16.1.1** execute a charge by way of legal mortgage, assignment by way of security or fixed charge over any assets of the Company and such legal mortgage, assignment or charge shall secure the Secured Liabilities and contain a power of sale which arises immediately upon execution, provisions excluding s. 93 of the LPA and the restrictions contained in s. 103 of the LPA and such other provisions including any similar to those in this deed as Codex Dam may reasonably require;
- 16.1.2** execute any documents or do any other thing which Codex Dam or any Receiver may require for perfecting or protecting any Security created by this deed or in connection with the exercise of any powers given to Codex Dam or any Receiver under this deed; and
- 16.1.3** convey, transfer, assign or otherwise deal with any Charged Property in such manner as Codex Dam or any Receiver may require in connection with any enforcement of any Security created by this deed.

17. POWER OF ATTORNEY BY THE COMPANY

The Company irrevocably and by way of security appoints Codex Dam, any person selected by Codex Dam and any Receiver its attorney in each case (with full power to appoint substitutes and to delegate) severally in its name and on its behalf to execute any document or do any act or thing which:

- 17.1.1** the Company is entitled to execute or do in relation to the Charged Property including giving a receipt for any money and exercising any rights or remedies forming part of the Charged Property; or
- 17.1.2** the Company is obliged to execute or do under this deed.



18. **DISCHARGE OF SECURITY**

18.1 Discharge conditional

Any discharge of the Company by Codex Dam in reliance on a payment or security received by Codex Dam will cease to be effective if that payment or security is avoided, reduced or invalidated for any reason and Codex Dam will be entitled to recover from the Company on demand the amount of the Secured Liabilities discharged by such payment or security.

18.2 Retention of security

Following any discharge of the Company made by Codex Dam in reliance on a payment or security, Codex Dam may retain the security constituted by this deed until the expiry of the maximum period within which such payment or security can be avoided, reduced or invalidated for any reason. If the person making such payment or giving such security goes into liquidation or administration or equivalent proceedings in any foreign jurisdiction within that period, Codex Dam may retain the security constituted by this deed for as long as they think fit.

19. **REDEMPTION**

After the repayment or discharge in full of the Secured Liabilities and provided that Codex Dam are satisfied that Codex Dam are not under any obligation to provide financial accommodation to the Company, Codex Dam will at the request and cost of the Company release the Charged Property from the Security created by this deed.

20. **MISCELLANEOUS**

20.1 Possession

The Company shall be entitled to possession of any Real Property forming part of the Charged Property until termination of such right by Codex Dam under clause 8.1.

20.2 Third Party Rights

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.

20.3 Continuing Security

This deed is a continuing security and extends to the balance from time to time of the Secured Liabilities irrespective of any intermediate payment of monies due to Codex Dam.

20.4 Other Security

This deed is in addition to and will not in any way be prejudiced or affected by the holding or release by Codex Dam or any other person of any other Security at any time held by Codex Dam.

20.5 Consolidation

The restrictions on the right of consolidating mortgage securities contained in s. 93 of the LPA will not apply to this deed.

20.6 Notices

Codex Dam may deliver a notice, demand or other communication to the Company at its registered office or at the contact details last known to Codex Dam. Any notice, demand or other communication given by Codex Dam shall be deemed to have been received if sent by email, the time of transmission, if given by hand, at the time of actual delivery or if posted, on the second working day following the day on which it was despatched by prepaid first class post.



A notice from the Company will be effective on receipt.

20.7 Counterparts

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

20.8 Land Registry Consent

By executing this deed the Company consents to the entry of the following restriction against any registered titles (and any unregistered properties subject to compulsory first registration) which are at any time subject to this deed:

"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 the restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge [date] in favour of [Codex Dam] referred to in the charges register."

21. GOVERNING LAW AND JURISDICTION

21.1 This Agreement 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.

21.2 The parties to this Agreement irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This deed has been executed and delivered as a deed by the Company and Codex Dam on the date shown at the beginning of this deed.

EXECUTED by
THE BIKE CLUB LIMITED
acting by a director
in the presence of

Director

Witness signature:

Witness name: YOLANDA MARIA MANCERA

Address: C/ALEMANIA 39, CASA 5, LA LINEA, 11300 CAOIZ, SPAIN

Occupation: DIRECTOR

EXECUTED by
CODEX DAM LIMITED
acting by a director
in the presence of

Director

Witness signature:

Witness name:

Address:

Occupation:

EXECUTED by
THE BIKE CLUB LIMITED
acting by a director
in the presence of

Director

Witness signature:

Witness name:

Address:

Occupation:

EXECUTED by
CODEX DAM LIMITED
acting by a director
in the presence of

Director

STEVE CLIFF
FOR AND BEHALF OF
PRAXIS DIRECTORS ONE LIMITED

Witness signature:

Ebourgane

Witness name:

Emma Bourgaize

Address:

SARNIA House, Le Truchôt, Guernsey

Occupation:

Supervisor

BIANE OUEIRTEL
FOR AND BEHALF OF
PRAXIS DIRECTORS TWO LIMITED