



Registration of a Charge

Company Name: **VBITES FOODS LIMITED**

Company Number: **02820029**



XC3R191U

Received for filing in Electronic Format on the: **17/05/2023**

Details of Charge

Date of creation: **12/05/2023**

Charge code: **0282 0029 0008**

Persons entitled: **SECKLOE 206 LIMITED**

Brief description: **ALL ASSETS DEBENTURE. INTELLECTUAL PROPERTY SUBJECT TO CHARGE: TRADE MARK REGISTERED IN THE UK IN THE NAME OF VBITES FOODS LIMITED, MARK: CHEATIN', CLASS 29. FOR FURTHER DETAILS OF INTELLECTUAL PROPERTY CHARGED PLEASE SEE SCHEDULE 4 OF THE DEBENTURE.**

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:

DOS & CO.



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2820029

Charge code: 0282 0029 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th May 2023 and created by VBITES FOODS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th May 2023 .

Given at Companies House, Cardiff on 18th May 2023

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



Companies House



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

Dated 12 May 2023

DEBENTURE

BETWEEN

**(1) VBITES FOODS LIMITED
AS CHARGOR**

AND

**(2) SECKLOE 206 LIMITED
AS LENDER**

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THIS DEBENTURE is dated 12 May 2023 and made between:

- (1) **VBites Foods Limited**, a private limited company incorporated in England and Wales whose registered office is at 44 Grand Parade, Brighton, BN2 9QA, whose registered number is 02820029 (the “**Company**”);
- (2) **Seckloe 206 Limited**, a private limited company incorporated in England and Wales whose registered office is at 44 Grand Parade, Brighton, BN2 9QA, whose registered number is 05091713 (the “**Lender**”); and

BACKGROUND

The Company is required to enter into this Debenture as a condition of the Shareholder Agreement and of the Seckloe 206 SLA (each as defined below).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Debenture:

“**Account**” means all accounts and any credit balance from time to time on any account opened or maintained by the Chargor with any bank, building society, financial institution or other person (and any replacement account or subdivision or subaccount of that account) and includes all Related Rights.

“**Additional Chargor**” means a company which creates Security (or purports to create Security) over its assets in favour of the Lender by executing a Security Accession Deed.

“**Administration Event**” means:

- (a) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Chargor or an administrator is appointed to the Chargor; or
- (b) any person (who is entitled to do so) gives notice of its intention to appoint an administrator to the Chargor or files such a notice with the court.

“**Charged Assets**” means all of the assets and undertakings of the Chargor, both present and future, which from time to time are the subject of any Security Interests created (or expressed or purported to be created) by it in favour of the Lender by or pursuant to this Debenture and any Security Accession Deed.

“**Chargor**” means the Company.

“**Delegate**” means any delegate, agent, attorney or co-trustee appointed by the Lender.

“**Enforcement Event**” means the occurrence of an Event of Default (as defined in the Seckloe 206 SLA).

“**Group**” means the Company and each of its subsidiaries for the time being.

“**Insurance Policy**” means any contract or policy of insurance (including life insurance or assurance but excluding any policies in respect of third party liability and public liability or

directors' and officers insurance) in which the Chargor may from time to time have an interest together with all amounts payable to the Chargor under or in connection with each of those policies, and includes all Related Rights.

"Intellectual Property" means:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of the Chargor (which may now or in the future subsist).

"Investments" means, in relation to the Chargor all shares, stocks, debentures, bonds, warrants, coupons, options, other securities and investments and rights to subscribe for other investments, in each case whether held directly by, or to the order of, the Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf, and includes all Related Rights (and including all rights against any such trustee, nominee, fiduciary or clearance system).

"Material Insurance Policy" means any Insurance Policy which is necessary for or material to the Group's business, including the Insurance Policies specified in Schedule 3 (*Material Insurance Policies*) or any schedule to a Security Accession Deed, and includes all Related Rights.

"Material Intellectual Property" means Intellectual Property which is necessary for or material to the Group's business, including the Intellectual Property specified in Schedule 4 (*Material Intellectual Property*) or any schedule to a Security Accession Deed, and includes all Related Rights.

"Plant and Machinery" means, in relation to the Chargor, all present and future plant, machinery, office equipment, computers, vehicles and other chattels of that Chargor (excluding any for the time being forming part of that Chargor's stock in trade or work in progress), and includes all Related Rights purchased or acquired from time to time using the proceeds of the Seckloe 206 SLA, including but not limited to the assets specified in Schedule 1 (*Plant and Machinery*) or in any Security Accession Deed.

"Real Property" means, in relation to the Chargor:

- (a) any freehold, leasehold or immovable property); and
- (b) any buildings, fixtures, fittings (excluding any tenant fixtures), fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

in respect of which that Chargor has any right, title or interest, and includes all Related Rights.

"Receiver" means a receiver, receiver and manager or, where permitted by law, an administrative receiver (as the Lender may specify at any time in any relevant appointment) and that term will include any appointee made under a joint or several appointment.

"Related Rights" means, to the extent applicable in relation to any asset:

- (a) the proceeds of sale, transfer, lease or other disposal of any part of all or any part of that asset;

- (b) all rights under any licence, agreement for sale or agreement for lease in respect of all or any part of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, Security Interests, guarantees, indemnities or covenants for title in respect of all or any part of that asset;
- (d) any dividend, interest or other distribution paid or payable;
- (e) any moneys and proceeds paid or payable in respect of all or any part of that asset;
- (f) any awards or judgments in favour of the Chargor in respect of all or any part of that asset; and
- (g) any other assets deriving from or relating to all or any part of that asset.

“**Seckloe 206 SLA**” means the shareholder loan agreement dated 29th September 2021 between, among others, the Company, as company and the Lender, as lender.

“**Secured Obligations**” means all the liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by the Chargor to the Lender under the Seckloe 206 SLA and the Shareholder Agreement (as either may be varied from time to time in accordance with their terms), both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

“**Security**” means any Security Interest executed, created (or intended to be created), evidenced or conferred by or pursuant to this Debenture.

“**Security Accession Deed**” means a deed substantially in the form set out in Schedule 8 (*Form of Security Accession Deed*).

“**Security Interest**” means any mortgage, charge, assignment, pledge, lien or other security interest securing any obligations of any person or any other agreement or arrangement having the effect of conferring security.

“**Security Period**” means the period beginning on the date of this Debenture and ending on the date of its satisfaction as shown on the register at Companies House.

“**Shares**” means, in relation to the Chargor, all of the shares held by the Chargor (or on its behalf by a nominee) in any limited liability company incorporated in England and Wales including those shares specified in Schedule 2 (*Shares*) or the schedule to any Security Accession Deed.

“**Shareholder Agreement**” means the shareholder agreement dated 29th September 2021 between the Lender, B @ 1 Org Limited, Heather Mills, food’or International GmbH and the Company.

1.2 Terms defined in the Seckloe 206 SLA

Unless defined in this Debenture, or the context otherwise requires, a term defined in the Seckloe 206 SLA has the same meaning in this Debenture, or any notice given under or in connection with this Debenture, as if all references in those defined terms to the Seckloe 206 SLA were a reference to this Debenture or that notice.

1.3 Construction

- (a) Save as otherwise provided in this Debenture, clause 1.2 (*Interpretation*) of the Seckloe 206 SLA will apply as if incorporated in this Debenture, or in any notice given under or in connection with this Debenture, as if all references in that clause to the Seckloe 206 SLA were a reference to this Debenture or that notice.
- (b) References to a Clause or Schedule are to a clause or schedule of this Debenture.

1.4 Disposition of property

The terms of the Seckloe 206 SLA and of any side letters between the Parties in relation to the Seckloe 206 SLA are incorporated into this Debenture and each other document in connection thereto to the extent required for any purported disposition of any Real Property contained in any Finance Document to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.5 Clawback

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

1.6 Third Party Rights

- (a) Unless expressly provided to the contrary in this Debenture, a person who is not a party has no right under the Contracts (Rights of Third Parties) Act 1999 (the “**Third Parties Act**”) to enforce or to enjoy the benefit of any term of this Debenture.
- (b) Notwithstanding any term of the Seckloe 206 SLA, the consent of any person who is not a Party is not required to rescind or vary this Debenture at any time.
- (c) Any Receiver may, subject to this Clause 1.6 and the Third Parties Act, rely on any Clause of this Debenture which expressly confers rights on it.

1.7 Deed

It is intended that this Debenture takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

2. COVENANT TO PAY

The Chargor, as primary obligor, covenants with the Lender that it will on demand pay, discharge and satisfy the Secured Obligations as and when they fall due for payment and discharge in accordance with their respective terms.

3. FIXED SECURITY

3.1 General

All Security created by the Chargor under this Clause 3 and Clause 5 (*Floating charge*) is:

- (a) granted in favour of the Lender;
- (b) continuing security for the payment, discharge and performance of the Secured Obligations (regardless of any intermediate payment);

- (c) granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (but no covenant shall be implied by such grant which is disapplied under Clause 9.1 (*Implied covenants for title*)); and
- (d) granted in respect of all the right, title and interest (if any), present and future, of that Chargor in and to the relevant Charged Asset.

3.2 Legal mortgage

The Chargor charges by way of first legal mortgage the Real Property.

3.3 Assignment by way of Security

- (a) The Chargor assigns and agrees to assign absolutely (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.2 (*Legal mortgage*)) and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same:
 - (i) the proceeds of any Material Insurance Policies.
- (b) The Chargor shall remain liable to perform all its obligations under the assets described in paragraph (a) above.
- (c) Notwithstanding the other terms of this Clause 3.3, prior to the occurrence of an Enforcement Event, the Chargor may, subject to the terms of the Seckloe 206 SLA, continue to exercise all and any of its rights under and in connection with the Material Insurance Policies.

3.4 Fixed charges

- (a) Subject to clause 4 (*Excluded Assets*) below, the Chargor (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.2 (*Legal mortgage*) or assigned pursuant to Clause 3.3 (*Assignment by way of Security*)) charges:
 - (i) by way of first fixed charge, the Real Property;
 - (ii) by way of first fixed charge, the Accounts;
 - (iii) by way of first fixed charge, its book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights;
 - (iv) by way of first fixed charge, the Plant and Machinery;
 - (v) by way of first fixed charge, any goodwill and rights and claims in relation to its uncalled share capital;
 - (vi) by way of first fixed charge, the Material Intellectual Property;
 - (vii) by way of first fixed charge, the Investments; and
 - (viii) by way of first fixed charge, each of the assets which are specified in Clause 3.3 (*Assignment by way of Security*).

3.5 Fixed security

Clause 3.2 (*Legal mortgage*), Clause 3.3 (*Assignment by way of Security*) and Clause 3.4 (*Fixed charges*) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this Debenture. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

4. EXCLUDED ASSETS

- (a) There shall be excluded from the charge created by Clause 3.4 (*Fixed Charges*) and from the operation of Clause 10 (*Further Assurance*) any Material Intellectual Property in which the Chargor has an interest under any licensing agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) the Chargor from creating any charge over its interest in that Material Intellectual Property (each an “Excluded Intellectual Property”) until the relevant condition or waiver has been satisfied or obtained.
- (b) For each Excluded Intellectual Property, the Chargor undertakes to apply for the relevant consent or waiver of prohibition or condition within 15 Business Days from the date of this Debenture and, in respect of any licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging, to use its commercially reasonable endeavours, if not unduly burdensome for the Chargor to obtain such consent, as soon as possible and to keep the Lender informed of the progress of its negotiations upon written request by the Lender.
- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Intellectual Property shall stand charged to the Lender under Clause 3.4 (*Fixed Charges*).

5. FLOATING CHARGE

5.1 Floating charge

- (a) As further continuing security for the payment of the Secured Obligations, the Chargor charges with full title guarantee in favour of the Lender by way of first floating charge all its present and future assets and undertaking other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under Clauses 3.2 (*Legal mortgage*), 3.3 (*Assignment by way of Security*) or 3.4 (*Fixed charges*) respectively.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by paragraph (a) above (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

5.2 Conversion of floating charge to fixed Security

- (a) The Lender may at any time by notice to the Chargor convert the floating charge constituted under Clause 5.1 (*Floating charge*) with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge or which is specified in the notice if:
 - (i) this Debenture is enforceable in accordance with Clause 11 (*When Security becomes enforceable*); or

- (ii) the Lender reasonably considers that any of the Charged Assets is or may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
 - (iii) the Lender considers that it is necessary or prudent in order to protect the priority of the Security constituted by the floating charge; or
 - (iv) an Event of Default under the Seckloe 206 SLA has occurred.
- (b) In addition, without prejudice to any rule of law which may have a similar effect, the floating charge constituted under Clause 5.1 (*Floating charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets of the Chargor which are subject to the floating charge and which are referred to in paragraphs (i) to (iii) below or owned by the relevant member of the Group in respect of which the event referred to at paragraph (iv) below has occurred:
 - (i) the Chargor creates (or attempts or takes any steps to create) any Security Interest over any Charged Asset (save as expressly permitted under the Seckloe 206 SLA);
 - (ii) the Chargor disposes (or attempts or takes any steps to dispose) of all or any of the Charged Assets (save as expressly permitted under the Seckloe 206 SLA);
 - (iii) any person levies (or attempts or takes any steps to levy) any distress, attachment, sequestration execution or other process against any Charged Asset (which is not discharged within three Business Days); or
 - (iv) an Administration Event occurs.
- (c) Upon the conversion of any floating charge pursuant to this Clause 5.2, the Chargor shall, at its own expense, immediately upon request by the Lender execute a fixed charge or legal assignment in such form as the Lender may require but on terms no more onerous than the terms of this Debenture.
- (d) Any notice given by, or on behalf of the Lender under paragraph (a) above in relation to an asset shall not be construed as a waiver or abandonment of the Lender's right to give any other notice in respect of any other asset or of any other right of the Lender under this Debenture or the Seckloe 206 SLA.

6. RESTRICTIONS ON DEALING

6.1 Restrictions on dealings

The Chargor may not:

- (a) create or allow to exist any Security Interest over all or any part of the Charged Assets; or
- (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily sell, transfer, licence lease or otherwise dispose of all or any part of its assets or enter into any other preferential arrangement having a similar effect,

unless expressly permitted under the Seckloe 206 SLA or with the prior consent of the Lender.

7. REPRESENTATION AND WARRANTIES

7.1 Binding obligations

- (a) The obligations expressed to be assumed by the Chargor in this Debenture are legal, valid, binding and enforceable obligations; and
- (b) Without limiting the generality of paragraph (a) above, this Debenture creates the Security Interests which it purports to create and those Security Interests are valid and effective.

7.2 Ranking

The Security Interest created by this Debenture has or will have first ranking priority and it is not subject to any prior ranking or *pari passu* Security Interest except as otherwise permitted by the Seckloe 206 SLA or this Debenture.

7.3 Good title to assets

The Chargor has a good, valid and marketable title to, or valid leases or licences of, and all appropriate authorisations to use, the assets necessary to carry on its business as presently conducted.

7.4 Legal and Beneficial Ownership

The Chargor is the sole legal and beneficial owner of all the Charged Property identified against its name in the schedules to this Debenture.

7.5 Information

To the best of the Chargor's knowledge and belief, the information contained in the schedules to this Debenture is accurate, complete and correct as at the date of this Debenture.

7.6 Intellectual Property

The Chargor:

- (a) is the sole legal and beneficial owner of or has licensed to it all the Intellectual Property which is material in the context of its business and which is required by it in order to carry on its business as it is being conducted;
- (b) does not, in carrying on its businesses, infringe any Intellectual Property of any third party in any respect which has or is reasonably likely to have a material adverse effect; and
- (c) has taken all formal or procedural actions (including payment of fees) required to maintain any material Intellectual Property owned by it.

8. UNDERTAKINGS

8.1 Pari passu ranking

The Chargor shall ensure that at all times any unsecured and unsubordinated claims of the Lender against it under this Debenture rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors except those creditors whose claims are mandatorily preferred by laws of general application to companies.

8.2 Plant and Machinery

- (a) The Chargor shall, on or before the date of this Debenture (or, as applicable, the date of any Security Accession Deed or promptly following the date on which any new Plant and Machinery is purchased or acquired after the date of this Debenture) deliver details of all of its Plant and Machinery to the Lender.
- (b) The Chargor shall not at any time deal with its Plant and Machinery except by using them in the ordinary and usual course of its business provided the Chargor shall not do or cause or permit to be done anything which might in any way depreciate, jeopardise or otherwise prejudice the value to the Lender of the security constituted or intended to be constituted by this Debenture, except to the extent expressly permitted by the terms of this Debenture or the Seckloe 206 SLA.

8.3 Intellectual Property

- (a) The Chargor shall (and the Chargor shall procure that each other member of the Group will):
 - (i) preserve and maintain the subsistence and validity of the Intellectual Property necessary for the business of the relevant Group member;
 - (ii) use reasonable endeavours to prevent any infringement in any material respect of the Intellectual Property;
 - (iii) make registrations and pay all registration fees and taxes necessary to maintain the Intellectual Property in full force and effect and record its interest in that Intellectual Property;
 - (iv) not use or permit the Intellectual Property to be used in a way or take any step or omit to take any step in respect of that Intellectual Property which may materially and adversely affect the existence or value of the Intellectual Property or imperil the right of any member of the Group to use such property; and
 - (v) not discontinue the use of the Intellectual Property.
- (b) The Chargor must promptly, if requested to do so by the Lender (acting reasonably), sign or procure the signature of, and comply with all instructions of the Lender in respect of, any document required to make entries in any public register of Material Intellectual Property in any jurisdiction (including the United Kingdom Trade Marks Register and the European Union) which either record the existence of this Debenture or the restrictions on disposal imposed by this Debenture.

8.4 Investments

8.4.1 *Calls*

- (a) The Chargor must pay all calls and other payments due and payable in respect of any of its Investments (other than such calls or payments which it is disputing in good faith) in accordance with its articles of association.
- (b) If the Chargor fails to do so, the Lender may pay those calls or other payments on behalf of the Chargor. The Chargor must on written request reimburse the Lender for any payment made by the Lender on the date the Lender requests such reimbursement under

this Clause 8.4.1 in accordance with the Seckloe 206 SLA and, pending reimbursement, that payment will constitute part of the Secured Obligations.

8.4.2 *Other obligations in respect of Investments*

- (a) The Lender will not be required in any manner to:
 - (i) perform or fulfil any obligation of the Chargor;
 - (ii) make any payment;
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor; or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount,

in respect of any Investment.

8.5 **Dividends**

- (a) At any time prior to an Enforcement Event, the Chargor shall be entitled to receive and retain all dividends, interest and other monies arising from the Investments.
- (b) At any time after an Enforcement Event, the Chargor shall hold any amounts or other benefits received by way of dividends, interest and other monies arising from the Investments on trust for the Lender and pay the same immediately to the Lender on the date of the Chargor's receipt of same or as the Lender may direct, unless the Lender has notified the Chargor in writing that it wishes to give up this right.

8.6 **Voting rights**

- (a) At any time prior to an Enforcement Event, the Chargor shall be entitled to exercise (or direct the exercise of) the voting and other rights and powers attached to the Investments provided that the Chargor may only exercise such rights or powers (or otherwise permit or agree to any variation of the rights attaching to or conferred by all or any part of the Investments) if:
 - (i) that does not cause an Event of Default to occur;
 - (ii) that does not materially adversely affect the validity or enforceability of the Security Interest created (or purported to be created) by this Debenture; and
 - (iii) the exercise of, or the failure to exercise, those rights and powers would not have a material and adverse effect on the ability of the Lender to realise this Security.
 - (iv) At any time after the occurrence of an Enforcement Event, the Lender (or any Receiver or Delegate) may, at its discretion (in the name of the relevant Chargor or otherwise and without any further consent or authority from such Chargor):
 - (A) exercise (or refrain from exercising) any voting rights in respect of the Investments;

- (B) apply all dividends, interest and other monies arising from the Investments in accordance with Clause 15 (*Application of monies*);
- (C) transfer the Investments into the name of the Lender or such nominee(s) of the Lender as it shall require; and
- (D) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Investments, including the right, in relation to any company whose shares or other securities are included in the Investments, to concur or participate in:
 - (1) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof);
 - (2) the release, modification or variation of any rights or liabilities attaching to such shares or securities; and
 - (3) the exercise, renunciation or assignment of any right to subscribe for any shares or securities, in each case in the manner and on the terms the Lender thinks fit, and the proceeds of any such action shall form part of the Investments,

in each case, unless the Lender (or any Receiver or Delegate) has notified the Chargor in writing (acting on the instructions of all Lenders) that it wishes to give up this right.

8.7 Delivery of share certificates and registers

- (a) The Chargor shall:
 - (i) on or as soon as reasonably practicable following the date of this Debenture (or, as applicable, the date of any Security Accession Deed or, if later, as soon as reasonably practicable following the acquisition of or subscription for any other Investments) deposit with the Lender (or procure the deposit of) all certificates or other documents to title to the Investments and stock transfer forms (executed and undated by it or on its behalf), together with a duly certified copy of the register for any member of the Group which has issued such Investments; and
 - (ii) promptly following the acquisition, subscription, accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Investments, notify the Lender of that occurrence and procure the delivery to the Lender of all certificates or other documents of title representing such items and such stock transfer forms or other instruments of transfer (executed and undated by it or on its behalf) in respect thereof as the Lender may request.

8.8 Accounts

8.8.1 *Accounts*

The Chargor shall, on or before the date of this Debenture (or, as applicable, the date of any Security Accession Deed or promptly following the date on which any new Account is established after the date of this Debenture) deliver details of all of its Accounts to the Lender.

8.8.2 *Book debts and receipts*

The Chargor shall get in and realise its:

- (a) securities to the extent held by way of temporary investment;
- (b) book and other debts and other moneys owed to it (other than owed by members of the Group); and
- (c) royalties, fees and income of any nature owed to it,
- (d) in the ordinary course of its business and, following an Enforcement Event:
 - (i) pay such monies into such account as the Lender may designate; and
 - (ii) not enter into a single transaction or series of transactions to sell, factor, discount or otherwise dispose of all part of its receivables.

8.8.3 *Withdrawals*

- (a) Unless and until an Enforcement Event has occurred, the Chargor may withdraw any moneys (including interest) standing to the credit of an Account.
- (b) After an Enforcement Event, the Lender may (subject to the payment of any claims having priority to this Security and subject to the Deed of Priority) withdraw, transfer or set-off amounts standing to the credit of any Account to satisfy the Secured Obligations.

8.8.4 *Notice of Security*

The Chargor will:

- (a) within 5 Business Days of the date of this Debenture (or, as applicable, the date of any Security Accession Deed or, if later, as soon as reasonably practicable following (and within five Business Days of) the establishment of any new Account), give notice to the relevant bank, building society, financial institution or other person of the charge constituted under this Debenture (or Security Accession Deed, as applicable) in respect of each Account, such notice being in the form set out in Part 1 of Schedule 5 (*Accounts*); and
- (b) use its commercially reasonable endeavours to procure that the relevant bank, building society, financial institution or other person delivers an acknowledgement of receipt of such notice to the Lender substantially in the form set out in Part 2 of Schedule 5 (*Accounts*) within 15 Business Days of the date of receipt of the notice set out under paragraph (a) above.

8.9 **Insurances**

8.9.1 *Rights*

After an Enforcement Event:

- (a) the Lender may exercise (without any further consent or authority on the part of any Chargor and irrespective of any direction given by any Chargor) any of the rights of any Chargor in connection with any amounts payable to it under any of its Insurances, unless the Lender has notified the Chargor in that it wishes to give up this right;

- (b) the Chargor must take such steps (at its own cost) as the Lender may require in writing to enforce those rights; this includes initiating and pursuing legal or arbitration proceedings in the name of the Chargor; and
- (c) the Chargor must hold any payment received by it under any of its Insurance Policies (excluding proceeds of any third party liability insurances paid to the Chargor to meet third party claims) on trust for the Lender.

8.9.2 Notice of Security

The Chargor will:

- (a) within 10 Business Days of the date of this Debenture (or, as applicable, the date of any Security Accession Deed or, if later, as soon as reasonably practicable following (and within 10 Business Days) the establishment of any new Material Insurance Policy) give notice to each insurer party to each of the Material Insurance Policies of the assignment constituted by this Debenture (or Security Accession Deed, as applicable) in respect of each Material Insurance Policy, such notice being substantially in the form set out in Part 1 of Schedule 6 (*Insurance Policies*); and
- (b) use its commercially reasonable endeavours to procure that each such insurer delivers an acknowledgement of receipt of such notice to the Lender substantially in the form set out in Part 2 of Schedule 6 (*Insurance Policies*) within 15 Business Days of the date of receipt of the notice set out under paragraph (a) above.

9. PROVISIONS AS TO SECURITY

9.1 Implied covenants for title

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

10. FURTHER ASSURANCE

10.1 Further assurance

- (a) The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in paragraph (b) below.
- (b) The Chargor shall promptly, at its own cost and subject to the Agreed Security Principles, receipt of any necessary consents and receipt of any necessary consents, do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notarisations, registrations, notices and instructions) as the Lender may reasonably specify (and in such form as the Lender may reasonably require) in favour of the Lender or its nominee(s):

- (i) to perfect the Security created or intended to be created in respect of the Charged Assets (which may include the execution by the Chargor of a mortgage, charge, assignment or other Security Interest over all or any of the assets constituting, or intended to constitute, Charged Assets) or for the exercise of any the rights, powers and remedies of the Lender, any Receiver or the Lender provided by or pursuant to this Security or by law;
- (ii) to confer on the Lender security over any property, asset or undertaking of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to this Debenture; and/or
- (iii) after the Security created under this Debenture has become enforceable, to facilitate the realisation of the Charged Assets.

10.2 Necessary Action

The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary or as may reasonably be requested by the Lender for the purpose of the creation, perfection, protection or maintenance of any Security, in each case in a manner which is consistent with the remaining provisions of this Debenture and, in the case of any document required to be created under this Clause 10.2, containing provisions corresponding to, and which are on terms no more onerous than, the Seckloe 206 SLA or this Debenture.

11. WHEN SECURITY BECOMES ENFORCEABLE

11.1 Timing

This Security will become immediately enforceable at any time after the occurrence of an Enforcement Event.

11.2 Enforcement

After this Security has become enforceable, the Lender may in its absolute discretion enforce all or any part of this Security in any manner it sees fit or in accordance with the Seckloe 206 SLA.

12. ENFORCEMENT OF SECURITY

12.1 General

- (a) The power of sale or other disposal conferred on the Lender and on any Receiver by this Security shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 (and the Secured Obligations shall be deemed to be due and payable for that purpose) and such power shall arise on execution of this Debenture (or Security Accession Deed, as the case may be) (but shall only be exercisable following an Enforcement Event).
- (b) Any restriction imposed by law on the power of sale (including under section 103 of the Law of Property Act 1925) or the right of a mortgagee to consolidated mortgages (including under section 93 of the Law of Property Act 1925) does not apply to this Security.

- (c) Any powers of leasing conferred on the Lender by law are extended so as to authorise the Lender to lease, make agreements for leases, accept surrenders or leases and grant options as the Lender may think fit and without the need to comply with any restrictions conferred by law (including under section 99 or 100 of the Law of Property Act 1925).

12.2 No liability as mortgagee in possession

None of the Lender, any Receiver nor a nominee of either of them will be liable, by reason of entering into possession of a Charged Asset:

- (a) to account as mortgagee in possession or for any loss on realisation; or
 - (b) for any default or omission for which a mortgagee in possession might be liable,
- except in the case of gross negligence or wilful default on its part.

12.3 Privileges

Each Receiver, the Lender or a nominee of a Receiver of the Lender is entitled to all the rights, powers, privileges and immunities conferred by law (including the Law of Property Act 1925) on mortgagees and receivers duly appointed under any law (including the Law of Property Act 1925).

12.4 Protection of third parties

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

- (a) whether the Secured Obligations have become payable;
- (b) whether any power which the Lender or a Receiver is purporting to exercise has become exercisable or is being properly exercised; or
- (c) how any money paid to the Lender or to that Receiver is to be applied.

12.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Lender may:
 - (i) redeem any prior Security Interest against any Charged Asset; and/or
 - (ii) procure the transfer of that Security Interest to itself or its nominee; and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.
- (b) The Chargor must pay to the Lender, on the date of demand of same, the costs and expenses incurred by the Lender in connection with any such redemption and/or transfer, including the payment of any principal or interest.

12.6 Right of appropriation

To the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003 apply to a Charged Asset, the Lender shall have the right (following an Enforcement Event and without giving notice) to appropriate all or any part of that Charged Asset in or towards the

payment or discharge of the Secured Obligations. For this purpose, a commercially reasonable method of valuing a Charged Asset shall be:

- (a) in the case of cash on account in an Account, the amount standing to the credit of that Account, together with any accrued interest, at the time of appropriation; and
- (b) in the case of any Investments, their market value determined by the Lender by reference to a public index, independent valuation or by such other process as the Lender may select.

12.7 Effect of Moratorium

The Lender shall not be entitled to exercise its rights under Clause 11.2 (*Enforcement*) or Clause 5.2 (*Conversion of floating charge to fixed Security*) where the right arises as a result of an Event of Default occurring solely due to any person obtaining or taking steps to obtain a moratorium pursuant to Schedule A1 of the Insolvency Act 1986.

12.8 Share charge enforcement

12.8.1 In relation to the Security created pursuant to Clause 3.4(b) above, after such Security has become enforceable pursuant to this Debenture, the Lender may in its absolute discretion enforce all or any part of such Security any manner described below:

- (a) by way of auction or other competitive sales process pursuant to requirements of applicable law; or
- (b) by obtaining confirmation that the proceeds received or recovered in connection with the sale of the Security pursuant to paragraph (a) above are fair from a financial point of view taking into account the prevailing market conditions as determined by an independent external expert designated by the Lender on the basis of standard practice evaluation rules and of such available elements and facts as deemed relevant by the independent external expert, whose valuation shall be binding, save in case of manifest error. For the purpose of the determination of the fairness of the proceeds received or recovered from the Security, Seckloe (i) shall provide, and (ii) shall also be entitled to provide from its own initiative all information, documents, elements, and facts relevant for such assessment. For the avoidance of doubt, such valuation can be carried out before or after the decision to sell the Security has been taken, in which case the fairness of the proceeds received or recovered will be valued as at the date of the sale.

12.8.2 In case of enforcement pursuant to Clause 12.8.1 above, the Lender is irrevocably authorised (at the cost of the Chargor and without any consent, sanction, authority or further confirmation from the Chargor):

- (a) to release the Security or any other claim over that asset;
- (b) where that asset consists of shares in the Chargor, to release the Security or any other claim over the Chargor's property; and
- (c) to execute and deliver or enter into any release of the Security or any claim described in paragraphs (a) and (b) above.

13. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

13.1 Appointment and removal

After this Security has become enforceable (or if requested by a Chargor) the Lender may by deed or otherwise (acting through an authorised officer of the Lender), without prior notice:

- (a) appoint one or more persons to be a Receiver of the whole or any part of the Charged Assets;
- (b) appoint two or more Receivers of separate parts of the Charged Assets;
- (c) remove (so far as it is lawfully able) any Receiver so appointed;
- (d) appoint another person(s) as an additional or replacement Receiver(s); or
- (e) appoint one or more persons to be an administrator of the Chargor.

13.2 Capacity of Receivers

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

- (a) entitled to act individually or together with any other person appointed or substituted as Receiver;
- (b) for all purposes deemed to be the agent of the Chargor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Lender; and
- (c) entitled to remuneration for his services at a rate to be fixed by the Lender from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

13.3 Statutory powers of appointment

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

14. POWERS OF RECEIVERS

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of the Chargor) have and be entitled to exercise, in relation to the Charged Assets, and as varied and extended by the provisions of this Security (in the name of or on behalf of the Chargor or in his own name and, in each case, at the cost of the Chargor):

- (a) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act;
- (b) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (c) all the powers and rights of an absolute owner and power to do or omit to do anything which the Chargor itself could do or omit to do; and
- (d) the power to do all things (including bringing or defending proceedings in the name or on behalf of the Chargor) which seem to the Receiver to be incidental or conducive to:

- (i) any of the functions, powers, authorities or discretions conferred on or vested in him;
- (ii) the exercise of any rights, powers and remedies of the Lender provided by or pursuant to this Security or by law (including realisation of all or any part of the assets in respect of which that Receiver was appointed); or
- (iii) bringing to his hands any assets of the Chargor forming part of, or which when got in would be, Charged Assets.

15. APPLICATION OF MONIES

All moneys received or recovered by the Lender or any Receiver pursuant to this Security or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied in accordance with the Seckloe 206 SLA.

16. PROTECTION OF PURCHASERS

16.1 Consideration

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

16.2 Protection of purchasers

No purchaser or other person dealing with the Lender or any Receiver shall be bound to inquire whether the right of the Lender or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or validity on the part of the Lender or such Receiver in such dealings.

17. POWER OF ATTORNEY

17.1 Appointment and powers

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

- (a) carrying out any obligation imposed on the Chargor by this Security or any other agreement binding on the Chargor to which the Lender is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting the security created or intended to be created in respect of the Charged Assets) and which the Chargor has been requested in writing by the Lender to do, but has failed to do within five Business Days of such request; and
- (b) enabling the Lender and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Security or by law (including, after this Security has become enforceable in accordance with Clause 11 (*When Security becomes enforceable*), the exercise of any right of a legal or beneficial owner of the Charged Assets).

17.2 Exercise of power of attorney

The Lender and any Receiver may only exercise the power of attorney granted pursuant to Clause 17.1 (*Appointment and powers*) following:

- (a) the occurrence of an Enforcement Event; or
- (b) the failure by the Chargor to comply with any undertaking or obligation under this Debenture within ten Business Days of being notified in writing of that failure by the Lender (with a copy of such notice being sent to the Company).

17.3 Ratification

The Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers save in relation to any breach by the Lender of the provisions of Clause 17.2 (*Exercise of power of attorney*).

18. EFFECTIVENESS OF SECURITY

18.1 Continuing security

- (a) The Security shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Lender.
- (b) No part of the Security will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

18.2 Cumulative rights

The Security shall be cumulative, in addition to and independent of every other Security Interest which the Lender may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law. No prior Security Interest held by the Lender (whether in its capacity as trustee or otherwise) over the whole or any part of the Charged Assets shall merge into the Security.

18.3 No prejudice

The Security shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Chargor or any other person, or the Lender (whether in its capacity as trustee or otherwise) or by any variation of the terms of the trust upon which the Lender holds the Security or by any other thing which might otherwise prejudice that Security.

18.4 Remedies and waivers

No failure on the part of the Lender to exercise, or any delay on its part in exercising, any rights, powers and remedies of the Lender provided by or pursuant to this Security, shall operate as a waiver of those rights, powers and remedies, nor shall any single or partial exercise of any such rights, powers and remedies preclude any further or other exercise of that or any other rights, powers and remedies.

18.5 Partial invalidity

If, at any time, any provision of this Security is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Security nor of such provision under the laws of any other

jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Security is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

18.6 Waiver of defences

The obligations of, and the Security created by, the Chargor under this Security will not be affected by any act, omission, matter or thing which, but for this Clause 18.6, would reduce, release or prejudice any of its obligations under, or the Security created by, this Security and whether or not known to the Chargor or the Lender including:

- (a) any time, waiver or consent granted to, or composition with, any obligor or other person;
- (b) the release of any other obligor or any other person under the terms of any composition or arrangement with any creditor or any obligor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, any obligor or other person or any non-presentment or non-observance of any formality or other requirement in respect of any instruments or any failure to realise the full value of any Security;
- (d) any incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of, any obligor or any other person;
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature, and whether or not more onerous) or replacement of the Seckloe 206 SLA or any other document or security or of the Secured Obligations;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under the Seckloe 206 SLA or any other document or security or of the Secured Obligations; and
- (g) any insolvency or similar proceedings.

18.7 Immediate recourse

The Chargor waives any right it may have of first requiring the Lender (or any trustee) to proceed against or enforce any other rights or Security or claim payment from any other person before claiming from the Chargor under this Security. This waiver applies irrespective of any law or any provision of this Debenture to the contrary.

18.8 Deferral of rights

Until the end of the Security Period, the Chargor shall not exercise any rights which it may have by reason of performance by it of its obligations under this Security:

- (a) to be indemnified by any other member of the Group;
- (b) to claim any contribution from any guarantor of any member of the Group's obligations under this Security; and/or

- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of the Lender under this Security or of any other guarantee or Security taken pursuant to, or in connection with, this Security by the Lender.

18.9 Collateral Security

Where any Security Interest initially takes effect as a collateral or further Security Interest to another Security Interest intended to be constituted under this Security or which otherwise secures all or any part of the Secured Obligations to which the Chargor is a party then, despite any receipt, release or discharge endorsed on or given in respect of or under the second mentioned Security Interest, the first mentioned Security Interest will operate as an independent Security Interest.

19. PRIOR SECURITY INTERESTS

- (a) In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security Interest against any of the Charged Assets or in case of exercise by the Lender or any Receiver of any power of sale under this Security, the Lender may redeem such prior Security Interest or procure the transfer thereof to itself.
- (b) The Lender may settle and agree the accounts of the prior Security Interest and any accounts so settled and passed will be conclusive and binding on the Chargor.
- (c) All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by the Chargor to the Lender on demand together with accrued interest thereon as well as before judgment at the rate from time to time applicable to unpaid sums specified in the Seckloe 206 SLA from the time or respective times of the same having been paid or incurred until payment thereof (as well as after as before judgment).

20. SUBSEQUENT SECURITY INTERESTS

If the Lender at any time receives or is deemed to have received notice of any subsequent Security Interest, assignment or transfer affecting the Charged Assets or any part of the Charged Assets which is prohibited by the terms of the Seckloe 206 SLA, all payments thereafter by or on behalf of the Chargor to the Lender will (in the absence of any express contrary appropriation by the Chargor) be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Obligations at the time that notice was received.

21. RELEASE

At the end of the Security Period, the Lender shall, or shall procure that its appointees will, at the request and cost of the Chargor:

- (a) release the Charged Assets from this Debenture; and
- (b) reassign the Charged Assets that have been assigned to the Lender under this Debenture; and
- (c) execute any documents including any termination or release letter or deed (or procure that its nominees execute any documents) or take any action (including returning title documents, share certificates and related stock transfer forms and other documents belonging to the Chargor and sending any notification to any account banks with whom any Accounts are held in respect of those Accounts and counterparty to any Specific

Contracts (if applicable)) which may be necessary to release the Charged Assets from the Security constituted by this Debenture.

22. SUSPENSE ACCOUNTS

All monies received, recovered or realised by the Lender under this Security (including the proceeds of any conversion of currency) may in the discretion of the Lender be credited to any interest bearing suspense or impersonal account(s) maintained with a financial institution (including itself) for so long as it may think fit (the interest being credited to the relevant account) pending their application from time to time at the Lender's discretion, in or towards the discharge of any of the Secured Obligations.

23. CHANGES TO PARTIES

23.1 Assignment by the Lender

The Lender may at any time assign or otherwise transfer all or any part of its rights under this Debenture in accordance with the Seckloe 206 SLA.

23.2 New Subsidiaries

The Chargor will procure that any new Subsidiary of it which is required to do so by the terms of the Seckloe 206 SLA or the Shareholder Agreement executes a Security Accession Deed.

23.3 Consent of the Chargor

- (a) The Chargor consents to new Subsidiaries becoming chargors as contemplated by Clause 23.2 above.
- (b) The Chargor confirms that the execution of any Security Accession Deed by a new Subsidiary will in no way prejudice or affect the security granted by it under (and the covenants given by it in) the Debenture and that this Debenture shall remain in full force and effect as supplemented by any such Security Accession Deed.
- (c) The Chargor further confirms that the execution of any other supplemental security document by a further chargor will in no way prejudice or affect the security granted by it under (and the covenants given by it in) the Debenture and that the Debenture shall remain in full force and effect as supplemented by any such supplemental security document.

24. NOTICES

Any communication under this Security shall be made and given in accordance with the terms of clause 16 (*Notices*) of the Seckloe 206 SLA.

25. COUNTERPARTS

This Debenture may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument.

26. GOVERNING LAW AND JURISDICTION

- (a) This Debenture and any non-contractual obligations arising out of or in connection with it are governed by and construed in accordance with English law.

- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute regarding the existence, validity or termination of this deed or any non-contractual obligations arising out of or in any way relating to this Debenture) (a “**Dispute**”).
- (c) The parties to this Debenture agree that the courts of England are the most appropriate and convenient courts to settle the Disputes and accordingly no party will argue to the contrary.

THIS DEBENTURE has been executed as, and is intended to take effect as, a deed by the Chargor and is delivered and has been signed by the Lender on the date written on the first page of this Debenture.

SCHEDULE 1

PLANT AND MACHINERY

Chargor	Asset
VBites Foods Limited	None at the date of this Debenture.

SCHEDULE 2

SHARES

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held
VBites Foods Limited	None at the date of this Debenture	None at the date of this Debenture	None at the date of this Debenture

SCHEDULE 3
MATERIAL INSURANCE POLICIES

Insured	Insurer	Policy No.	Renews
VBites Foods Limited	Allianz Insurance plc	32/SZ/25025989/08	21/09/2021
<p>Sections:</p> <ul style="list-style-type: none">- Property- Business Interruption All Risks- Money- Employer's Liability- Public & Products Liability- Commercial Legal Expenses- Computers			

SCHEDULE 4
MATERIAL INTELLECTUAL PROPERTY

1. The following Trademarks held in the Chargor's name:

Applicant	Register	Mark	Classes
VBites Foods Limited	European Union	CHEATIN'	Class 29
VBites Foods Limited	United Kingdom	CHEATIN'	Class 29
VBites Foods Limited	European Union	CHEEZLY	Class 29
VBites Foods Limited	United Kingdom	CHEEZLY	Class 29
VBites Foods Limited	European Union	MAKING WAVES	Class 29
VBites Foods Limited	Benelux - International	STREAKY STYLE VEGETARIAN RASHERS	Class 29
VBites Foods Limited	France - International	STREAKY STYLE VEGETARIAN RASHERS	Class 29
VBites Foods Limited	Germany - International	STREAKY STYLE VEGETARIAN RASHERS	Class 29
VBites Foods Limited	Madrid Protocol	STREAKY STYLE VEGETARIAN RASHERS	Class 29
VBites Foods Limited	Spain - International	STREAKY STYLE VEGETARIAN RASHERS	Class 29
VBites Foods Limited	Switzerland - International	STREAKY STYLE VEGETARIAN RASHERS	Class 29
VBites Foods Limited	United Kingdom	STREAKY STYLE VEGETARIAN RASHERS	Class 29
VBites Foods Limited	European Union	THE Redwood co Logo	Classes 29, 30 and 31
VBites Foods Limited	United Kingdom	The REDWOOD Co Logo	Class 29

VBites Foods Limited	United Kingdom	VEGETARIAN RASHERS	Class 29
VBites Foods Limited	Benelux - International	VEGIDELI	Class 29
VBites Foods Limited	European Union	VEGIDELI	Class 29
VBites Foods Limited	France - International	VEGIDELI	Class 29
VBites Foods Limited	Germany - International	VEGIDELI	Class 29
VBites Foods Limited	Madrid Protocol	VEGIDELI	Class 29
VBites Foods Limited	Spain - International	VEGIDELI	Class 29
VBites Foods Limited	Sweden - International	VEGIDELI	Class 29
VBites Foods Limited	Switzerland - International	VEGIDELI	Class 29
VBites Foods Limited	United Kingdom	VEGIDELI	Class 29
VBites Foods Limited	European Union	WOT NO DAIRY?	Classes 29, 30 and 31

2. The following used under licence from Ms. Heather Mills:

Applicant	Register	Mark	Classes
Heather Mills	United Kingdom	V Logo	Classes 5, 29, 30, 32, 35 and 43
Heather Mills	Iceland - International	VBites	Classes 5, 29, 30, 31, 32 and 43
Heather Mills	Madrid Protocol	VBites	Classes 5, 29, 30, 31, 32 and 43
Heather Mills	Switzerland - International	VBites	Classes 5, 29, 30, 31, 32 and 43
Heather Mills	United States of America (pending)	VBITES	Classes 5, 29, 30, 32, 35 and 43
Heather Mills	Australia - International	V-Bites	Classes 5, 31, 32, 33 and 43
Heather Mills	European Union - International	V-Bites	Classes 5, 29, 30, 31, 32, 33 and 43

Heather Mills	Madrid Protocol	V-Bites	Classes 5, 29, 30, 31, 32, 33 and 43
Heather Mills	United Kingdom	V-Bites; V-bites; VBites; Vbites (Series of 4)	Classes 5, 29, 30, 31, 32 and 43
Heather Mills	Australia - International	VBites Logo	Classes 5, 29, 30, 32, 35 and 43
Heather Mills	European Union - International	VBites Logo	Classes 5, 29, 30, 32, 35 and 43
Heather Mills	Iceland - International	VBites Logo	Classes 5, 29, 30, 32, 35 and 43
Heather Mills	Madrid Protocol	VBites Logo	Classes 5, 29, 30, 32, 35 and 43
Heather Mills	Switzerland - International	VBites Logo	Classes 5, 29, 30, 32, 35 and 43
Heather Mills	United Kingdom	VBites Logo	Classes 5, 29, 30, 32, 35 and 43
Heather Mills	United States of America (pending)	VBites Logo	Classes 5, 29, 30, 32, 35 and 43

3. The following used under licence from YOU CARE WORLDWIDE LIMITED:

- 3.1 All of the trademarks in the Chargor's name, worldwide, whether registered or unregistered, including but not limited to "The Redwood Wholefood Company", "Redwood", "The Redwood Co", "VBites", "VBites Foods", "Cheatin'", "Cheezly", "Making Waves", "Streaky Style Vegetarian Rashers", "Vegetarian Rashers", "VegiDeli", "Wot No Dairy?" and any others shown or more particularly described on at Schedule 2.
- 3.2 All of the formulations, ingredients lists, recipes, production instructions and information, technical information (including but not limited to costings, the identity and location of suppliers, quality assurance tests, temperatures, pressures, treatments, additives, and all other proprietary and/or confidential information employed in the production of any of the Chargor's products) and all other information within the Chargor's possession relating to the planning, purchasing, costing, production, marketing, supply, transportation, storage and/or sale of any of the Chargor's products.
- 3.3 Any research and development activity carried out by the Chargor (including but not limited to any research and development for which research and development tax credits are sought and/or received) or at its instruction or on its behalf.
- 3.4 The right to apply for any certifications, approvals, accreditations, marks, or other third party endorsements on any of the Chargor's products.
- 3.5 All of the packaging information, including but not limited to nutritional information, composition and allergen lists, and the benefit of any trading standards or local authority

approvals (or the international equivalents, including but not limited to any USA Food and Drug Administration approvals) for any of the Chargor's products.

SCHEDULE 5

ACCOUNTS

Part 1

Notice of Security over Accounts

To: [Insert name and address of bank/building society/financial institution]

Date: [●]

Dear Sirs

We give you notice that, by a debenture dated [●] (the “**Debenture**”), the Company has charged to [insert name of Lender] (the “**Lender**”) any accounts and all monies (including interest) from time to time standing to the credit of those accounts identified in the schedule to this notice (the “**Charged Accounts**”) and to all interest (if any) accruing thereon.

If the security constituted by the Debenture becomes enforceable in accordance with the terms of the Debenture, the Lender may notify you of such event (an “**Enforcement Notice**”).

We irrevocably instruct and authorise you:

- (a) following receipt of an Enforcement Notice (or at any time in respect of any blocked Charged Account), to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Lender and to pay all or any part of those monies to the Lender (or as it may direct) promptly; and
- (b) to disclose to the Lender (without any reference to or further authority from us and without any inquiry by you as to the justification for such disclosure) such information relating to the Company or the Charged Accounts which the Lender may from time to time request you to disclose to it.

We also give you notice that:

- 1. the Lender will have sole signing rights to those Charged Accounts which are identified as “blocked” accounts in the schedule to this notice and therefore the Company may not withdraw any monies from such accounts without having obtained the prior written consent of the Lender;
- 2. the Company may make withdrawals from those Charged Accounts which are identified as “not blocked” accounts in the schedule below until such time as the Lender shall notify you in writing that their permission is withdrawn; and
- 3. the provisions of this notice may only be revoked or varied with the prior written consent of the Lender.

This letter is governed by and will be construed in accordance with the laws of England.

Please confirm your agreement to the above by signing the enclosed acknowledgement of this notice and returning to the Lender (at [insert name & address of Lender]) with a copy to us.

Yours faithfully

.....

[Insert name of the charging company]

Schedule

Company	Account Number	Sort Code	Status
[●]	[●]	[●]	[blocked/not blocked]

Part 2
Acknowledgement of Security by Account Bank

To: *[Insert name of Lender]*
 as Lender

Date: [●]

Dear Sirs

We confirm receipt from *[insert name of charging company]* (the “Chargor”) of a notice dated [●] of a charge upon the terms of a debenture dated [●] (the “Debenture”) of all monies (including interest) from time to time standing to the credit of the Charged Accounts specified in the notice. Terms defined in such notice shall have the same meaning in this acknowledgement (the “Notice”).

We agree to act in accordance with the provisions of the Notice.

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

We confirm that we have not received notice of the interest of any third party in any Charged Account.

This letter is to be governed by and will be construed in accordance with the laws of England.

Yours faithfully

.....
[Insert name of account bank]

**SCHEDULE 6
INSURANCE POLICIES**

Part 1

Notice of Assignment of Material Insurance Policies

To: [Insert name and address of insurer]

Date: [●]

Dear Sirs

We give you notice that, by a debenture dated [●] (the “**Debenture**”), we charged by way of assignment to [insert name of Lender] (the “**Lender**”) all our right, interests and benefits in, to and under the [describe Material Insurance Policy] with policy number [insert policy number] effected by us or whomsoever (including all monies payable thereunder, proceeds of all claims, awards and judgments) and all other insurances entered into supplemental to or in replacement of such policy of insurance (the “**Policy**”).

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

If the security constituted by the Debenture becomes enforceable in accordance with the terms of the Debenture, the Lender may notify you of such event (an “**Enforcement Notice**”).

Please note that immediately following your receipt of an Enforcement Notice:

1. all remedies provided for under the Policy or available at law or in equity are exercisable by the Lender;
2. all rights to compel performance of the Policy are exercisable by the Lender;
3. all rights, interests and benefits whatsoever accruing to or for the benefit of us arising under the Policy belong to the Lender;
4. all amounts payable by you in relation to the Policy shall be payable directly to (or at the direction of) the Lender; and
5. you are authorised to disclose information in relation to the Policy to the Lender.

This letter may only be revoked with the prior written consent of the Lender.

This letter is governed by and will be construed in accordance with the laws of England.

Please confirm your agreement to the above by signing the enclosed acknowledgement and returning it to the Lender (at [insert name & address of Lender]) with a copy to us.

Yours faithfully

.....
[Insert name of charging company]

Part 2
Acknowledgement of Assignment by Insurer

To: *[Insert name of Lender]*
 as Lender

Date: [●]

Dear Sirs

We confirm receipt from *[insert name of charging company]* (the “Chargor”) of a notice dated [●] of a charge by way of assignment upon the terms of a debenture dated [●] (the “Debenture”) to *[insert name of Lender]* (the “Lender”) of all the Chargor’s right, interest and benefit in, to and under the Policy (as specified in that notice) to which we are a party (the “Notice”).

We confirm that:

1. we have not received notice of:
 - (a) any assignment or charge of or over any of the rights, interests and benefits specified in the Notice; or
 - (b) the interest of any third party in any of the rights, interests and benefits specified in the Notice;
2. we acknowledge the terms of the Notice and will act in accordance with its provisions;
3. we have noted the interests of the Lender on the Policy;
4. we will notify the Lender of any claim paid out by us under the Policy; and
5. no breach or default on the part of the Chargor of any of the terms of such Policy will be deemed to have occurred unless we have given notice of such breach to the Lender specifying how to make good such breach.

We unconditionally and irrevocably waive all rights of set-off, counter-claim and similar rights (however described) which we may have now or in the future to the extent that such rights relate to amounts owed to us by the Chargor.

This letter is governed by and will be construed in accordance with the laws of England.

Yours faithfully

.....
[Insurer]

**SCHEDULE 7
SPECIFIC CONTRACTS**

**Part 1
Notice of Assignment of Specific Contracts**

To: *[Insert name of Counterparty/ies]*

Date: [●]

Dear Sirs,

We give you notice that, by a debenture dated [●] (the “**Debenture**”), we charged by way of assignment to *[insert name of Lender]* (the “**Lender**”) all our right, interests and benefits in, to and under the *[describe Specific Contract]* (including all monies payable thereunder) (the “**Contract**”).

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

If the security constituted by the Debenture becomes enforceable in accordance with the terms of the Debenture, the Lender may notify you of such event (an “**Enforcement Notice**”).

Please note that immediately following your receipt of an Enforcement Notice:

1. all remedies provided for under the Contract or available at law or in equity are exercisable by the Lender;
2. all rights to compel performance of the Contract are exercisable by the Lender;
3. all rights, interests and benefits whatsoever accruing to or for the benefit of us arising under the Contract belong to the Lender;
4. all amounts payable by you in relation to the Contract shall be payable directly to (or at the direction of) the Lender; and
5. you are authorised to disclose information in relation to the Contract to the Lender.

This letter may only be revoked with the prior written consent of the Lender.

This letter is governed by and will be construed in accordance with the laws of England.

Please confirm your agreement to the above by signing the enclosed acknowledgement and returning it to the Lender (at *[insert name & address of Lender]*) with a copy to us.

Yours faithfully

.....
[Insert name of charging company]

Part 2
Acknowledgement of Assignment by Counterparty

To: *[Insert name of Lender]*
 as Lender

Date: [●]

Dear Sirs

We confirm receipt from [●] (the “Chargor”) of a notice dated [●] of a charge by way of assignment upon the terms of a debenture dated [●] (the “Debenture”) to *[insert name of Lender]* (the “Lender”) of all the Chargor’s right, interest and benefit in, to and under the Contract (as specified in that notice) to which we are a party (the “Notice”).

We confirm that we have not received notice of:

- (a) any assignment or charge of or over any of the rights, interests and benefits specified in the Notice; or
- (b) the interest of any third party in any of the rights, interests and benefits specified in the Notice.

We confirm that we acknowledge the terms of the Notice and will act in accordance with its provisions.

We unconditionally and irrevocably waive all rights of set-off, counter-claim and similar rights (however described) which we may have now or in the future to the extent that such rights relate to amounts owed to us by the Chargor.

This letter is governed by and will be construed in accordance with the laws of England.

Yours faithfully

.....
[Insert name of counterparty]

SCHEDULE 8

FORM OF SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is dated [●] and is made between:

- (1) [●] (registered in England and Wales with registered number [●] and with its registered address at [●]) for itself [and for the Chargors] (the “Chargor”);
- (2) [●] (registered in England and Wales with registered number [●] and with its registered address at [●]) (the “Additional Chargor”); and
- (3) [●] (the “Lender”).

WHEREAS

- (A) This Security Accession Deed is supplemental to a debenture dated [●] between, among others, the Parent and the Lender (the “Debenture”) and the Additional Chargor intends to accede to the Debenture as a Chargor.
- (B) The Additional Chargor is required to enter into this Security Accession Deed as a condition of [the Seckloe 206 SLA].

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Save to the extent otherwise defined in this Security Accession Deed, terms defined in the Debenture have the same meaning when used in this Security Accession Deed.

1.2 Interpretation

Clauses 1.2 (*Terms defined in the Seckloe 206 SLA*), 1.3 (*Construction*), 1.4 (*Disposition of property*), 1.5 (*Clawback*), 1.6 (*Third Party Rights*) and 1.7 (*Deed*) of the Debenture are incorporated in this Security Accession Deed as if they were set out in full in this Security Accession Deed, but so that references in those Clauses to “this Debenture” shall be construed as reference to this Security Accession Deed.

2. ACCESSION OF ACCEDING CHARGOR

2.1 Accession

The Additional Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all the terms of the Debenture (including to make the representations and warranties and comply with the undertakings set out therein) as if it had originally been a party to it.

2.2 Covenant to pay

The Additional Chargor, as primary obligor, covenants with the Lender that it will on demand pay, discharge and satisfy the Secured Obligations when they fall due for payment and discharge in accordance with their respective terms.

3. FIXED SECURITY

3.1 General

All Security created by the Additional Chargor under this Clause 3 and Clause 5 (*Floating Charge*) is:

- (a) granted in favour of the Lender;
- (b) continuing security for the payment, discharge and performance of the Secured Obligations (regardless of any intermediate payment);
- (c) granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (but no covenant shall be implied by such grant which is disapplied under Clause 9.1 (*Implied covenants for title*) of the Debenture); and
- (d) granted in respect of all the right, title and interest (if any), present and future, of the Additional Chargor in and to the relevant Charged Asset.

3.2 Legal mortgage

The Additional Chargor charges by way of first legal mortgage, the Real Property.

3.3 Assignment by way of Security

- (a) The Additional Chargor assigns and agrees to assign absolutely with (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.2 (*Legal mortgage*)) and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same:
 - (i) the proceeds of any Material Insurance Policies; and
 - (ii) each Specific Contract.
- (b) The Additional Chargor shall remain liable to perform all its obligations under the assets described in paragraph (a) above.
- (c) Notwithstanding the other terms of this Clause 3.3, prior to the occurrence of an Enforcement Event, the Additional Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Specific Contracts and the Material Insurance Policies.

3.4 Fixed charges

Subject to Clause 4 (*Excluded Assets*) the Additional Chargor (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.2 (*Legal mortgage*) or assigned pursuant to Clause 3.3 (*Assignment by way of Security*)) charges:

- (a) by way of first fixed charge, the Real Property;
- (b) by way of first fixed charge, the Accounts;

- (c) by way of first fixed charge, its book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights;
- (d) by way of first fixed charge, the Plant and Machinery;
- (e) by way of first fixed charge, any goodwill and rights and claims in relation to its uncalled share capital;
- (f) by way of first fixed charge, the Material Intellectual Property;
- (g) by way of first fixed charge, the Investments; and
- (h) by way of first fixed charge, each of the assets which are specified in Clause 3.3 (*Assignment by way of Security*).

3.5 Fixed security

Clause 3.2 (*Legal mortgage*) and Clause 3.3 (*Assignment by way of Security*) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this Security Accession Deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

4. EXCLUDED ASSETS

4.1 Excluded Assets

- (a) There shall be excluded from the charge created by Clause 3.4 (*Fixed Charges*) and from the operation of Clause 10 (*Further Assurance*) of the Debenture any Material Intellectual Property in which a Chargor has an interest under any licensing agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) that Chargor from creating any charge over its interest in that Material Intellectual Property (each an “**Excluded Intellectual Property**”) until the relevant condition or waiver has been satisfied or obtained.
- (b) For each Excluded Intellectual Property, each relevant Chargor undertakes to apply for the relevant consent or waiver of prohibition or condition within 15 Business Days from the date of this Debenture and, in respect of any licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging, to use its commercially reasonable endeavours, if not unduly burdensome for the Chargor to obtain such consent, as soon as possible and to keep the Lender informed of the progress of its negotiations upon written request by the Lender.

Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Intellectual Property shall stand charged to the Lender under Clause 3.4 (*Fixed Charges*).

5. FLOATING CHARGE

5.1 Floating charge

- (a) As further continuing security for the payment of the Secured Obligations, the Additional Chargor charges with full title guarantee in favour of the Lender by way of first floating charge all of its present and future assets and undertaking other than assets effectively charged by way of legal mortgage or fixed charge or assigned under Clauses

3.2 (*Legal mortgage*), 3.3 (*Assignment by way of Security*) or 3.4 (*Fixed charges*) respectively.

- (b) The floating charge created by paragraph (a) above is a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to such floating charge (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

5.2 Conversion of floating charge to fixed Security

- (a) The Lender may at any time by notice to the Additional Chargor convert the floating charge constituted under Clause 5.1 (*Floating charge*) with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge and which is specified in the notice if:
 - (i) this Security Accession Deed is enforceable in accordance with Clause 11 (*When Security becomes enforceable*) of the Debenture;
 - (ii) the Lender reasonably considers that any of the Charged Assets is or may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process;
 - (iii) the Lender considers that it is necessary or prudent in order to protect the priority of the Security constituted by the floating charge created by Clause 5.1 (*Floating charge*); or
 - (iv) an Event of Default under the Seckloe 206 SLA and/or a Trigger Event under the Lending Conditionality Letter has occurred.
- (b) In addition, without prejudice to any rule of law which may have a similar effect, the floating charge constituted under Clause 5.1 (*Floating charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all Charged Assets which are subject to the floating charge and which are referred to in paragraphs (i) to (iii) below or owned by the relevant member of the Group in respect of which the event referred to at paragraph (iv) below has occurred:
 - (i) the Additional Chargor creates (or attempts or takes any steps to create) any Security over any Charged Asset (save as expressly permitted under the Seckloe 206 SLA);
 - (ii) the Additional Chargor disposes (or attempts or takes any steps to dispose) of all or any of its Charged Asset (save as expressly permitted under the Seckloe 206 SLA);
 - (iii) any person levies (or attempts or takes any steps to levy) any distress, attachment, sequestration, execution or other process against any Charged Asset (which is not discharged within three Business Days); or
 - (iv) an Administration Event occurs.
- (c) Upon the conversion of any floating charge pursuant to this Clause 5.2, the relevant Additional Chargor shall, at its own expense, immediately upon request by the Lender execute a fixed charge or legal assignment in such form as the Lender may require but on terms no more onerous than the terms of this Security Accession Deed.

- (d) Any notice given by, or on behalf of the Lender under paragraph (a) above in relation to an asset shall not be construed as a waiver or abandonment of the Lender's right to give any other notice in respect of any other asset or of any other right of the Lender under this Security Accession Deed or the Seckloe 206 SLA.

6. CONSENT OF EXISTING CHARGING COMPANIES

The Parent agrees (for itself and the Chargor) to the terms of this Security Accession Deed and agrees that its execution will in no way prejudice or affect any Security granted by any Chargor by or under the Debenture (or any other Security Accession Deed).

7. SECURITY POWER OF ATTORNEY

7.1 Appointment and powers

The Additional Chargor by way of security irrevocably appoints the Lender and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all other documents and do all things which the attorney may consider to be required or desirable for:

- (a) carrying out any obligation imposed on the Additional Chargor by this Security Accession Deed or any other agreement binding on the Additional Chargor to which the Lender is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting the security created or intended to be created in respect of the Charged Assets) and which the Additional Chargor has been requested in writing by the Lender to do, but has failed to do within five Business Days of such request; and
- (b) enabling the Lender and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Security Accession Deed or by law (including, after the Debenture has become enforceable in accordance with Clause 11 (*When Security becomes enforceable*) of the Debenture, the exercise of any right of a legal or beneficial owner of the Charged Assets).

7.2 Exercise of power of attorney

The Lender and any Receiver may only exercise the power of attorney granted pursuant to Clause 7.1 (*Appointment and powers*) following:

- (a) the occurrence of an Enforcement Event; or
- (b) the failure by the Additional Chargor to comply with any undertaking or obligation under this Security Accession Deed within ten Business Days of being notified of that failure by the Lender (with a copy of such notice being sent to the Parent).

8. CONSTRUCTION OF DEBENTURE

- (a) The Debenture shall remain in full force and effect as supplemented by this Security Accession Deed.
- (b) The Debenture and this Security Accession Deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" or "this Debenture" and other similar expressions will be deemed to be references to the Debenture as supplemented by this Security Accession Deed.

9. **NOTICES**

Each New Chargor confirms that its address details for notices are as follows:

Address: [●]

Facsimile: [●]

Attention: [●]

10. **COUNTERPARTS**

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

11. **GOVERNING LAW AND JURISDICTION**

Clause 26 (*Governing law and jurisdiction*) of the Debenture shall be incorporated in this Security Accession Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Security Accession Deed.

THIS SECURITY ACCESSION DEED has been executed as, and is intended to take effect as, a deed by the Parent and the Additional Chargor and is delivered and has been signed by the Lender on the date written on the first page of this Security Accession Deed.

Schedule 1
Plant and Machinery
[●]

Schedule 2
Shares

Schedule 3
Material Insurance Policies

Schedule 4
Material Intellectual Property

SIGNATURES TO THE SECURITY ACCESSION DEED

The Chargor

EXECUTED AS A DEED by
[•] LIMITED
acting by

)
)
)
) Director

Witness signature:

Witness name:

Witness address:
.....
.....

Additional Chargor

EXECUTED AS A DEED by
[•] LIMITED
acting by

)
)
)
) Director

Witness signature:

Witness name:

Witness address:
.....

Lender

by
[•] LIMITED
acting by

)
)
)
) [Authorised signatory]

EXECUTION PAGE

The Chargor

EXECUTED AS A DEED by
VBITES FOODS LIMITED
acting by
HEATHER MILLS

)
)
)
) DocuSigned by:
[Redacted Signature]
...8039DB8189894B9...
Director

Witness signature:

DocuSigned by:
[Redacted Signature]
DC886C95658349F...

Witness name:

Mike Dickman

Witness address:

[Redacted Address]

The Lender

EXECUTED AS A DEED by
SECKLOE 206 LIMITED
acting by

HEATHER MILLS

Witness signature:

Witness name:

Witness address:

)
)
)
) DocuSigned by:
[Redacted Signature]
8038DB8189894B9...
Director

DocuSigned by:
[Redacted Signature]
DC886C95658349F...

Mike Dickman

[Redacted Address]