



Registration of a Charge

Company Name: **COOLABI LICENSING LIMITED**

Company Number: **04719448**



XCZYQJ0B

Received for filing in Electronic Format on the: **30/03/2024**

Details of Charge

Date of creation: **27/03/2024**

Charge code: **0471 9448 0008**

Persons entitled: **APEX GROUP HOLD CO (UK) LIMITED (THE "SECURITY AGENT")**

Brief description: **PLEASE SEE INSTRUMENT FOR FURTHER DETAILS.**

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: **PROSKAUER ROSE (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4719448

Charge code: 0471 9448 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th March 2024 and created by COOLABI LICENSING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th March 2024 .

Given at Companies House, Cardiff on 3rd April 2024

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**

SUPPLEMENTAL DEBENTURE

BETWEEN

**(1) THE COMPANIES LISTED IN SCHEDULE 1 TO THIS DEED
AS CHARGORS**

AND

**(2) APEX GROUP HOLD CO (UK) LIMITED
(FORMERLY SANNE GROUP (UK) LIMITED)
AS SECURITY AGENT**

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THIS SUPPLEMENTAL DEBENTURE is dated 27 March 2024 and made between:

- (1) **THE COMPANIES LISTED IN SCHEDULE 1 TO THIS DEED** (each a “**Chargor**” and together the “**Chargors**”); and
- (2) **APEX GROUP HOLD CO (UK) LIMITED (FORMERLY SANNE GROUP (UK) LIMITED)** as trustee for the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (the “**Security Agent**” which shall include any person for the time being appointed as Security Agent as defined in the Intercreditor Agreement, and in accordance with, the Intercreditor Agreement).

BACKGROUND

- (A) Pursuant to an English law debenture originally dated 7 July 2022 (as amended, supplemented, novated, restated and/or acceded to from time to time) and entered into between, among others, the Chargors (as defined therein) and the Security Agent (the “**Original Debenture**”) pursuant to which each Chargor charged its undertaking, property and assets in favour of the Security Agent as Security for the performance of the obligations of the chargors under the Finance Documents.
- (B) Pursuant to the terms of the Amendment and Restatement Agreement (SFA) (as defined below), the Finance Parties amended the terms of the Facilities Agreement (as defined below).
- (C) It is a condition precedent to the Amendment and Restatement Agreement (SFA) that the Chargors enter into this Debenture.
- (D) This Debenture is supplemental and confirmatory to, without prejudice to, the Existing Security Documents (as defined below).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Debenture:

“**Account**” means, in relation to a Chargor, all accounts and any credit balance from time to time on any account opened or maintained by such Chargor with any bank, building society, financial institution or other person (and any replacement account or subdivision or subaccount of that account) including the accounts specified in Schedule 8 (*Accounts*) or any schedule to a Security Accession Deed and includes all Related Rights in respect thereof other than any Excluded Bank Account.

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

“**Administration Event**” means:

- (a) the presentation of an application or petition to the court for the making of an administration order in relation 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.

“Amendment and Restatement Agreement (ICA)” means the amendment and restatement deed amending the Intercreditor Agreement (as defined below) dated on or about the date of this Debenture between, amongst others, Coolabi Group Limited as the company, the financial institutions listed in part 3 of schedule 1 therein as senior lenders and Apex Group Hold Co (UK) Limited (formerly Sanne Group (UK) Limited) as Agent and Security Agent.

“Amendment and Restatement Agreement (SFA)” means the amendment and restatement deed amending the Facilitates Agreement (as defined below) dated on or about the date of this Debenture between, amongst others, Coolabi Group Limited as the new borrower, the financial institutions listed in part 2 of schedule 1 therein as lenders and Apex Group Hold Co (UK) Limited (formerly Sanne Group (UK) Limited) as Agent and Security Agent.

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

“Chargor” means each Original Chargor or any Additional Chargor.

“Debtor” has the meaning given to it in the Intercreditor Agreement.

“Declared Default” has the meaning given to it in the Facilities Agreement.

“Delegate” means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver.

“Enforcement Event” means the occurrence of a Declared Default.

“Excluded Bank Account” any bank account held by a Chargor in which any monies are held from time to time by the Chargor on behalf of, as an agent of, or for, a Chargor’s customer and including, without limitation the bank accounts specified in Schedule 12 (*Excluded Bank Accounts*) or any schedule to a Security Accession Deed *provided that* for the avoidance of doubt, any monies standing to the credit of such account that is owed to, or a Chargor is the legal and beneficial owner of, shall be subject to this Debenture.

“Existing Security Documents” means each of:

- (a) the Original Debenture; and
- (b) the deed of accession dated 7 July 2022 and made between, amongst others, the Additional Chargors (as defined therein) and the Security Agent.

“Facilities Agreement” means the facilities agreement 7 July 2022 (as amended and restated on or about the date of this Debenture and as further amended, restated, supplemented or otherwise varied from time to time) between, among others, Quest Digital Ltd as original borrower and guarantor, Kartesia Management as mandated lead arranger, Apex Group Hold Co (UK) Limited (formerly Sanne Group (UK) Limited) as agent, Apex Group Hold Co (UK) Limited (formerly Sanne Group (UK) Limited) as Security Agent and the other parties listed therein.

“Finance Document” has the meaning given to it in the Facilities Agreement.

“Group” has the meaning given to it in the Facilities Agreement.

“Insurance Policy” means, in relation to a Chargor, any contract or policy of insurance (including life insurance or assurance but excluding any policies in respect of third party liability, public liability insurance or directors’ & officers’ insurance) in which any Chargor may from time to time have an interest together with all amounts payable to such Chargor under

or in connection with each of those policies, including the insurance policies specified in Schedule 5 (*Insurance Policies*) or any schedule to a Security Accession Deed and includes all Related Rights in respect thereof.

“Intellectual Property” means, in relation to a Chargor:

- (a) all of such Chargor’s patents, trademarks, service marks, designs, business names, copyrights, database rights, software rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of such Chargor,

including the intellectual property specified in Schedule 4 (*Intellectual Property*) or any schedule to a Security Accession Deed, and includes all Related Rights in respect thereof.

“Intercreditor Agreement” means the intercreditor agreement dated 7 July 2022 (as amended and restated on or about the date of this Debenture and as further amended, restated, supplemented or otherwise varied from time to time) between, among others, the Debtor (as defined therein), Kartesia Management as arranger, Apex Group Hold Co (UK) Limited (formerly Sanne Group (UK) Limited) as agent, Apex Group Hold Co (UK) Limited (formerly Sanne Group (UK) Limited) as Security Agent and the other parties listed therein.

“Intra-Group Loan” means any loan by any Chargor as lender to any other member of the Group as borrower.

“Investments” means, in relation to a Chargor:

- (a) the Shares; and
- (b) all other 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, that 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).

“Lease” means, in relation to any of the Material Real Property which is leasehold, the lease or leases, agreement for lease, tenancy or licence pursuant to, and in accordance with which, a Chargor holds such Material Real Property and any instrument supplemental to it or which is expressed to be collateral to it or entered into pursuant to or in accordance with its terms.

“Liabilities” has the meaning given to it in the Intercreditor Agreement.

“Material Intellectual Property” has the meaning given to it in the Facilities Agreement.

“Material Real Property” means, in relation to a Chargor, any Real Property of that Chargor excluding:

- (a) Rack Rent Leases; and
- (b) in relation to a Chargor, any freehold property located in England and Wales in respect of which that Chargor has any right, title or interest and which has a market or book value of less than £1,000,000 as at (i) the date of this Debenture or (in the case of an Additional Chargor) the relevant Security Accession Deed or (ii) if later, the date on which the relevant property is acquired by such Chargor; and

- (c) in relation to a Chargor, any other leasehold property located in England and Wales in respect of which that Chargor has any right, title or interest and which has an unexpired term of at least 10 years as at: (i) the date of this Debenture or (in the case of an Additional Chargor) the relevant Security Accession Deed or (ii) if later, the date on which the relevant property is acquired by such Chargor,

and includes any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property, and includes all Related Rights in respect thereof.

“Parent” has the meaning given to it in the Facilities Agreement.

“Permitted Security” has the meaning given to it in the Facilities Agreement.

“Planning Acts” means all legislation from time to time regulating the development, use, safety and control of Real Property and highways including but not limited to the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Local Government, Planning and Land Act 1980, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and any regulations made pursuant to any of the foregoing.

“Plant and Machinery” means, in relation to a 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 in respect thereof.

“Rack Rent Lease” means in relation to a Chargor, all leasehold property held by a Chargor, and all future leasehold property acquired by a Chargor after the date hereof, in each case under a lease (i) granted at a rack rent for a term of more than 10 years or (ii) with an unexpired term of less than 7 years (as the case may be).

“Real Property” means, in relation to a Chargor:

- (a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in Schedule 2 (*Material Real Property*)); and
- (b) any buildings, fixtures, fittings, 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 in respect thereof.

“Receiver” means a person appointed by the Security Agent to be a receiver, receiver and manager or, where permitted by law, an administrative receiver (as the Security Agent 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 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 a 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.

“Report on Title” means any report pertaining to Material Real Property provided by the relevant Chargor (or an advisor on its behalf) to the Agent and the Security Agent on or prior to the date of acquisition or ownership of such Material Real Property or, if later, the date of this Debenture.

“Secured Obligations” means all the Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by any member of the Group and by each Debtor to any Secured Party under the Finance Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity

“Secured Parties” has the meaning given to it in the Facilities Agreement.

“Security” means any Security Interest executed, created, evidenced or conferred by or pursuant to this Debenture or a Security Accession Deed.

“Security Accession Deed” means a deed substantially in the form set out in Schedule 11 (*Form of Security Accession Deed*).

“Security Interest” means any mortgage, charge, assignment by way of security, 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 Senior Discharge Date.

“Senior Discharge Date” has the meaning given to it in the Intercreditor Agreement.

“Shares” means, in relation to a Chargor, all of the shares held by that Chargor in any member of the Group and any other shares owned by or held by any nominee on behalf of that Chargor including those shares specified in the schedule to any Security Accession Deed.

“Specific Contracts” means, in relation to a Chargor:

- (a) any agreement (whether written or otherwise) in respect of an Intra-Group Loan and to which that Chargor is a party; and
- (b) any other agreement to which that Chargor is a party and which is designated as a Specific Contract from time to time by the Chargor and the Security Agent,

and includes all Related Rights in respect thereof.

“US Intellectual Property” means all Intellectual Property held by any Group Company in the US.

1.2 Terms defined in other Finance Documents

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

1.3 Construction

- (a) Save as otherwise provided in this Debenture, clause 1.2 (Construction) (other than clause 1.2(d), clauses 1.2(f) to 1.2(i)) of the Facilities Agreement 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 Facilities Agreement were a reference to this Debenture or that notice, except that clause 1.2(vi) of the Facilities Agreement shall not apply to the reference to 'guarantee' in Clause 3.1(d).
- (b) Unless a contrary indication appears, references to a Clause or Schedule are to a clause or schedule of this Debenture.

1.4 Intercreditor Agreement

This Debenture is subject to the terms of the Intercreditor Agreement.

1.5 Disposition of Property

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

1.6 Clawback

If any amount paid or credited to any Finance Party 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.

1.7 Third Party Rights

A person who is not a party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Debenture.

1.8 Deed

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

1.9 Charged Assets

The fact that no or incomplete details of any Charged Assets are inserted in the Schedules or in the schedules to any Security Accession Deed (if any) by which a Chargor became party to this Debenture does not affect the validity or enforceability of this Debenture.

1.10 Supplemental Security

- (a) All security created over the Security Assets under this Debenture is created in addition to and does not affect the Security created by the Existing Security Documents.

- (b) Where this Debenture purports to create “first” fixed Security over an asset secured by the Existing Security Documents, that Security will be second ranking Security ranking subject to the equivalent Security created by the Existing Security Documents until such time as the Security created by the Existing Security Documents ceases to have effect. All references in this Debenture to “full title guarantee” shall be qualified by reference to the Existing Security Documents.
- (c) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Existing Security Documents and the same asset or right is expressed to be assigned again under this Debenture, that second assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant security interest created by the Existing Security Documents ceases to have effect at a time when this Debenture still has effect.

2. COVENANT TO PAY

Each Chargor covenants with the Security Agent, as security trustee for the Secured Parties, to pay, discharge and satisfy the Secured Obligations when they become due for payment, discharge and satisfaction in accordance with their respective terms.

3. FIXED SECURITY

3.1 General

All Security created by a Chargor under this Clause 3 and Clause 4 (*Floating Charge*) is:

- (a) granted in favour of the Security Agent as security trustee for the Secured Parties;
- (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 subject to any Permitted Security); 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

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

3.3 Assignment by way of Security

- (a) Each 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 (in each case subject to a proviso for reassignment upon the expiry of the Security Period):
 - (i) any Insurance Policies; and
 - (ii) each Specific Contract.
- (b) Each Chargor shall remain liable to perform all its obligations under the assets described in paragraph 3.3(a) above.

- (c) Notwithstanding the other terms of this Clause 3.3, prior to the occurrence of an Enforcement Event, each 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.

3.4 Fixed charges

Each 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 Material 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 Intellectual Property;
- (e) by way of first fixed charge, the Plant and Machinery;
- (f) by way of first fixed charge, any goodwill and rights and claims in relation to its uncalled share capital;
- (g) by way of first fixed charge, the Investments;
- (h) by way of first fixed charge, any beneficial interest, claim or entitlement it has to any pension fund now or in the future; and
- (i) 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 (as applicable) over each relevant asset within the particular class or classes (as applicable) 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. FLOATING CHARGE

4.1 Floating charge

- (a) Each Chargor charges by way of first floating charge all its present and future assets and undertaking other than:
 - (i) 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; or
 - (ii) any Excluded Bank Accounts.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by paragraph 4.1(a) above.

4.2 Conversion of floating charge to fixed Security

- (a) The Security Agent may at any time by notice to the relevant Chargor convert the floating charge constituted under Clause 4.1 (*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 14 (*When Security Becomes Enforceable*); or
 - (ii) the Security Agent reasonably considers that any of the Charged Assets may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
 - (iii) the Security Agent considers that it is necessary in order to protect the priority of the Security; or
 - (iv) an Event of Default under clause 26.7 (*Insolvency Proceedings*) of the Facilities Agreement is continuing.
- (b) In addition, without prejudice to any rule of law which may have a similar effect, the floating charge constituted under Clause 4.1 (*Floating charge*) will automatically be converted (without notice) with immediate effect into a fixed charge if:
 - (i) a Chargor creates (or attempts to create) any Security Interest over any Charged Asset (save as expressly permitted under the Facilities Agreement);
 - (ii) a Chargor disposes (or attempts to dispose) of all or any of the Charged Assets (save as expressly permitted under the Facilities Agreement);
 - (iii) any person levies (or attempts to levy) any distress, attachment, sequestration, execution or other process against any Charged Asset (which is not discharged within two Business Days);
 - (iv) an Administration Event occurs; or
 - (v) the first floating charge created by the Existing Security Documents over such assets is crystallised.
- (c) Subject to paragraph 4.2(d) below, the floating charge created under this Debenture may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium, under Part A1 of the Insolvency Act 1986.
- (d) Paragraph 4.2(c) above does not apply in respect of any floating charged referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

4.3 Trust

- (a) Subject to Clause 12.6 (*Third Party Consents for Leases*) and paragraphs 12.6(b) and 4.2(c) below, any Security under Clause 3 (*Fixed Security*) shall not extend to any contract which does not permit the applicable Chargor to grant a mortgage over, or fixed charge or, as the case may be, assignment of its rights and benefits thereunder

(including any such contract which requires the consent of any third party (other than a member of the Group) for the Chargor to grant such charge).

- (b) If or to the extent that the assignment or charging of any Charged Asset is prohibited, each Chargor will hold it on trust for the Security Agent (for the benefit of and as trustee for itself and each of the other Secured Parties) as security for the payment, discharge and performance of the Secured Obligations. Notwithstanding the other terms of this Clause, prior to the occurrence of an Enforcement Event, each Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection such contracts unless otherwise restricted under a Finance Document.
- (c) Paragraph 4.3(a) above shall not apply to any contract solely between members of the Group and/or the Parent.

5. REPRESENTATIONS AND WARRANTIES – GENERAL

5.1 Nature of Security

Each Chargor represents and warrants to the Security Agent (on behalf of each Finance Party) that subject to the Legal Reservations and Perfection Requirements:

- (a) this Debenture creates the Security it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise; and
- (b) the obligations expressed to be assumed by it in this Debenture are legal, valid, binding and enforceable obligations.

5.2 Times for making representations and warranties

- (a) Each representation and warranty under this Debenture is deemed to be repeated by:
 - (i) each Additional Chargor, on the date on which that Additional Chargor becomes a Chargor; and
 - (ii) each Chargor on each date during the Security Period.
- (b) When a representation and warranty is deemed to be repeated, it is deemed to be made by reference to the circumstances existing at the time of repetition.

6. RESTRICTIONS ON DEALING

6.1 Restrictions on dealings

No Chargor may:

- (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 Quasi-Security,

unless expressly permitted under the Facilities Agreement or this Debenture.

7. MATERIAL REAL PROPERTY

7.1 Description of information

Each Chargor represents and warrants to the Security Agent on the date of this Debenture or, as applicable, the date of any Security Accession Deed pursuant to which it becomes a party to this Debenture, that all Material Real Property (if any) in respect of which it has an interest is listed in Schedule 2 (*Material Real Property*) (or, as applicable, the relevant schedule to a Security Accession Deed).

7.2 Title

Each Chargor represents and warrants to the Security Agent that except as disclosed in any Report on Title relating to any of its Material Real Property:

- (a) subject to any Permitted Security, it is the legal and beneficial owner of its Material Real Property;
- (b) no breach of any law, regulation or covenant or the terms of any planning permission has occurred or is continuing which affects or would be reasonably likely to affect materially and adversely the value or use of its Material Real Property or any part of it;
- (c) there are no breaches of Environmental Law which would be reasonably likely to affect materially the value or use of its Material Real Property or any part of it;
- (d) there are no covenants, agreements, stipulations, reservations, conditions, interest, rights or other matters whatsoever which adversely affect the value or use of any of the Material Real Property, in each case to any material extent (other than as permitted by the Facilities Agreement or this Debenture);
- (e) nothing has arisen or has been created or is subsisting which would be an overriding interest or an unregistered interest which overrides first registration or registered dispositions over any of its Material Real Property and which would be reasonably likely to affect materially and adversely its value or use;
- (f) all facilities (including access) necessary for the enjoyment and use of any of its Material Real Property (including those necessary for the carrying on of its business at the Material Real Property) are enjoyed by the relevant Material Real Property and none of those facilities are on terms entitling any person to terminate or curtail its use, where the lack of those facilities would be reasonably likely to affect materially its value or use;
- (g) it has received no notice of any adverse claims by any person in respect of any of its Material Real Property which if adversely determined would or would be reasonably likely to materially adversely affect the value or use of any of its Material Real Property, nor has any acknowledgement been given to any person of any such adverse claim in respect of any of its Material Real Property; and
- (h) its Material Real Property is held by it free from any Security Interest or any lease or licence which would be reasonably likely to affect materially and adversely its value or use saved as permitted by the Facilities Agreement, this Debenture or as otherwise permitted in writing by the Security Agent.

7.3 Repair

Each Chargor must keep:

- (a) all buildings and erections included on its Material Real Property in good and substantial repair and condition (ordinary wear and tear excepted); and
- (b) all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery included in its Material Real Property in good working order and condition (ordinary wear and tear excepted).

7.4 Leases

Each Chargor must:

- (a) perform all the material terms on its part contained in any Lease, agreement for lease, licence or other agreement or document which gives that Chargor a right to occupy or use its Material Real Property;
- (b) duly and punctually comply with all material covenants and stipulations affecting the Material Real Property or the facilities (including access) necessary for the enjoyment and use of the Material Real Property;
- (c) not do or allow to be done any act as a result of which any Lease comprised in its Material Real Property may become liable to forfeiture or otherwise be terminated;
- (d) not grant or agree to grant (whether in exercise of or independently of any statutory power) any lease or tenancy in respect of the Material Real Property;
- (e) not agree to any amendment or waiver or surrender of any Lease;
- (f) not commence any forfeiture proceedings in respect of any Lease;
- (g) not confer upon any person any contractual licence or right to occupy the Material Real Property;
- (h) not consent to any assignment of any tenant's interest under any Lease in respect of the Material Real Property;
- (i) not agree to any rent reviews in respect of any Lease in respect of the Material Real Property; or
- (j) not serve any notice on any former tenant under any Lease (or any guarantor of that former tenant) which would entitle it to a new Lease if it would affect materially and adversely the value of the relevant Material Real Property,

in the case of paragraphs (c) to (g) (inclusive) unless it has the prior written consent of the Security Agent (which, in the case of paragraph (f) shall not be unreasonably withheld) or the same is otherwise permitted in accordance with the Facilities Agreement.

7.5 Acquisitions

If a Chargor acquires any Material Real Property after the date of this Debenture it must:

- (a) promptly notify the Security Agent;

- (b) promptly on request by the Security Agent and at the cost of that Chargor, execute and deliver to the Security Agent a legal mortgage in favour of the Security Agent of that property in any form which the Security Agent may require (acting reasonably and in accordance with the Agreed Security Principles and consistent with this Debenture);
- (c) if the title to that freehold or leasehold property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of this Debenture and any mortgage; and
- (d) if applicable, ensure that this Debenture and any such mortgage is correctly noted in the Register of Title against that title at the Land Registry.

7.6 Power to remedy

If a Chargor fails to perform any undertaking of this Debenture affecting any of its Material Real Property and, if such failure is capable of remedy, such failure is not remedied within 10 Business Days of notice from the Security Agent, that Chargor must allow the Security Agent or its agents and/or contractors:

- (a) to enter any part of its Material Real Property;
- (b) to comply with or object to any notice served on that Chargor in respect of its Material Real Property; and
- (c) to take any action as the Security Agent may reasonably consider necessary to prevent or remedy any breach of any undertaking.

Such Chargor must promptly and in any event within 10 Business Days on request by the Security Agent pay the costs and expenses of the Security Agent or its agents or contractors incurred in connection with any action taken by it under this paragraph.

7.7 Compliance with regulations, etc.

Each Chargor shall at all times:

- (a) observe and perform (and use all reasonable endeavours to ensure the observance and performance by any other person or persons at any time occupying or using all and any part of the Material Real Property of) the Planning Acts, building regulations and all restrictions, conditions and stipulations for the time being affecting all or any part of the Material Real Property; and
- (b) preserve and renew when necessary all Authorisations and rights relating to the Material Real Property.

8. INVESTMENTS

8.1 Investments

Each Chargor represents and warrants to the Security Agent (on behalf of each of the Finance Parties) that:

- (a) its Investments are duly authorised, validly issued and fully paid and are not subject to any option to purchase or similar right; and
- (b) it is the sole legal and beneficial owner of its Investments.

8.2 Changes to rights

No Chargor may (except to the extent permitted by the Facilities Agreement) take or allow the taking of any action on its behalf which may result in the rights attaching to any of its Investments being altered or further Shares being issued.

8.3 Calls

- (a) Each Chargor must pay all calls and other payments due and payable in respect of any of its Investments.
- (b) If a Chargor fails to do so promptly, and in any event within 10 Business Days of notice from the Security Agent of a breach of paragraph (a) above, the Security Agent may pay those calls or other payments in respect of any Investment on behalf of that Chargor. That Chargor must as soon as reasonably practicable on request reimburse the Security Agent for any payment made by the Security Agent under this 8.3 and, pending reimbursement, that payment will constitute part of the Secured Obligations.

8.4 Other obligations in respect of Investments

No Finance Party will be required in any manner to:

- (a) perform or fulfil any obligation of a Chargor;
- (b) make any payment;
- (c) make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor; or
- (d) 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 each 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, each 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 Secured Parties and pay the same promptly to the Security Agent or as it may direct for application in accordance with Clause 18 (*Application of Monies*).

8.6 Voting rights

- (a) At any time prior to an Enforcement Event each Chargor shall be entitled to exercise (or direct the exercise of) the voting and other rights and powers attached to the Investments *provided that* such Chargors may only exercise such rights or powers (or otherwise permit or agree to any variation of the rights attached to or conferred by all or any part of the Shares (or, to the extent it is able to control such variation of rights, Investments)) if:
 - (i) that does not breach any provision of any Finance Document or cause an Event of Default to occur;

- (ii) that does not 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 Security Agent to realise this Security.
- (b) At any time after an Enforcement Event, the Security Agent (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):
 - (i) exercise (or refrain from exercising) any voting rights in respect of the Investments;
 - (ii) apply all dividends, interest and other monies arising from the Investments in accordance with Clause 18 (*Application of Monies*);
 - (iii) transfer the Investments into the name of the Security Agent or such nominee(s) of the Security Agent as it shall require; and
 - (iv) 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:
 - (A) 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);
 - (B) the release, modification or variation of any rights or liabilities attaching to such shares or securities; and
 - (C) 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 Security Agent thinks fit, and the proceeds of any such action shall form part of the Investments.

8.7 Delivery of share certificates and registers

Each Chargor shall (other than where delivered pursuant to the Existing Security Documents):

- (a) promptly, and in any event within 10 Business Days of the date of this Debenture (or, as applicable, the date of any Security Accession Deed or, if later, within 10 Business Days of the acquisition of or subscription for any other Investments) deposit with the Security Agent (or procure the deposit of) all certificates or other documents to title to the Investments and stock transfer forms (executed in blank by it or on its behalf), together with a duly certified copy of the register for such Investments; and
- (b) promptly upon 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 Security Agent of that occurrence and procure the delivery to the Security Agent of all certificates or other documents of title representing such items and such stock transfer forms or other instruments of transfer (executed in and undated by it or on its behalf) in respect thereof as the Security Agent may request, together with a duly certified copy of the register for such Investments.

9. INTELLECTUAL PROPERTY

9.1 Representations

Each Chargor represents to the Security Agent that as at the date of this Debenture or, as applicable, the date of any Security Accession Deed pursuant to which it becomes a party to this Debenture, to the best of its belief, all Intellectual Property which is Material Intellectual Property is fully and accurately listed in Schedule 4 (*Intellectual Property*) (or, as applicable, the relevant schedule to a Security Accession Deed).

9.2 Acquisition

Each Chargor (or the Company on its behalf) shall promptly notify the Security Agent if it acquires, develops or establishes any Intellectual Property after the date of this Debenture which is material to its business.

9.3 Preservation

Subject to the Agreed Security Principles, each Chargor must promptly, if requested to do so by the Security Agent (acting reasonably), sign or procure the signature of, and comply with all instructions of the Security Agent in respect of, any document required to make entries in any public register of Intellectual Property in any jurisdiction (including the United Kingdom Trade Marks Register) which either record the existence of this Debenture or the restrictions on disposal imposed by this Debenture.

9.4 Further Assurances

Following an Enforcement Event, each Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (if the Security Agent is entitled to do so) and in such form as the Security Agent may reasonably require (in favour of the Security Agent or its nominee(s)) in order to perfect this Security in respect of:

- (a) the US Intellectual Property in the US; and
- (b) the Intellectual Property at the UK Intellectual Property Office.

10. ACCOUNTS

10.1 Accounts

Each Chargor shall, on or before the date of this Debenture (or, as applicable, the date of any Security Accession Deed pursuant to which such Chargor became a party to this Debenture) deliver details of all of its Accounts maintained by it at such time to the Security Agent. If a Chargor establishes a new Account after such date, it shall promptly (and in any event within 10 Business Days of such Account being established), notify the Security Agent.

10.2 Book debts and receipts

Each Chargor must 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; and
- (c) royalties, fees and income of any nature owed to it,

in the ordinary course of its business and, following an Enforcement Event:

- (i) pay such monies into such account as the Security Agent 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 except as permitted by the Finance Documents.

10.3 Withdrawals

- (a) Prior to an Enforcement Event, the Chargor may withdraw any moneys (including interest) standing to the credit of an Account except as expressly prohibited by the Facilities Agreement.
- (b) After an Enforcement Event, the Security Agent may (subject to the payment of any claims having priority to this Debenture and subject to the Intercreditor Agreement) withdraw, transfer or set-off amounts standing to the credit of any Account to satisfy the Secured Obligations.

11. INSURANCES

11.1 Rights

After an Enforcement Event:

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

12. PROVISIONS AS TO SECURITY

12.1 Implied covenants for title

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clauses 3 (*Fixed Security*) or 4 (*Floating Charge*).
- (b) It shall be implied in respect of Clauses 3.5 (*Fixed security*) and 4 (*Floating Charge*) that a Chargor is disposing of the Charged Assets free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment), save for any Permitted Security.

12.2 Notice of Security: Leases

Each Chargor will (other than where delivered pursuant to the Existing Security Documents):

- (a) promptly, and in any event within 10 Business Days of the date of this Debenture (or, as applicable, the date of any Security Accession Deed or, if later, within 10 Business Days of acquiring or entering into a Lease) give notice to all landlords, tenants and other persons who are parties to any Leases, of the fixed Security constituted under this Debenture (or Security Accession Deed, as applicable) in respect of any such Lease, such notice being substantially in the form set out in Part 1 of Schedule 7 (*Leases*) or in such other form as the Security Agent may approve (acting reasonably); and
- (b) use reasonable endeavours (for a period no longer than 30 Business Days after serving the notice referred to in paragraph 12.2(a) above) to ensure that each such landlord, tenant or other person delivers an acknowledgement of receipt of such notice to the Security Agent substantially in the form set out in Part 2 of Schedule 7 (*Leases*) or in such other form as the Security Agent may approve (acting reasonably).

12.3 Notice of Security: Accounts

The Chargor will (other than where delivered pursuant to the Existing Security Documents):

- (a) promptly, and in any event within 10 Business Days of the date of this Debenture (or, as applicable, the date of any Security Accession Deed or, if later, within 10 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 substantially in the form set out in Part 1 of Schedule 8 (*Accounts*) or in such other form as the Security Agent may approve (acting reasonably); and
- (b) use reasonable endeavours (for a period no longer than 30 Business Days after serving the notice referred to in paragraph 12.3(a) above) to ensure that the relevant bank, building society or other financial institution or other person delivers an acknowledgement of receipt of such notice to the Security Agent substantially in the form set out in Part 2 of Schedule 8 (*Accounts*) or in such other form as the Security Agent may approve (acting reasonably).

12.4 Notice of Security: Insurance Policies

Each Chargor will (other than where delivered pursuant to the Existing Security Documents):

- (a) promptly, and in any event within 10 Business Days of the date of this Debenture (or, as applicable, the date of any Security Accession Deed or, if later, within 10 Business Days of the establishment of any new Insurance Policy) give notice to each insurer party to each of the Insurance Policies of the assignment constituted by this Debenture (or Security Accession Deed, as applicable) in respect of each Insurance Policy, such notice being substantially in the form set out in Part 1 of Schedule 9 (*Insurance Policies*) or in such other form as the Security Agent may approve (acting reasonably); and
- (b) use reasonable endeavours (for a period no longer than 30 Business Days after serving the notice referred to in paragraph 12.4(a) above) to procure that each such insurer delivers an acknowledgement of receipt of such notice to the Security Agent substantially in the form set out in Part 2 of Schedule 9 (*Insurance Policies*) or in such other form as the Security Agent may approve (acting reasonably).

12.5 Notice of Security: Specific Contracts

- (a) Each Chargor will (other than where delivered pursuant to the Existing Security Documents):
 - (i) promptly, and in any event within 10 Business Days of the date of this Debenture (or, as applicable, the date of any Security Accession Deed or, if later, within 10 Business Days of the entering into or designation of any other Specific Contract), give notice to the relevant counterparty to each Specific Contract of the assignment constituted under this Debenture (or Security Accession Deed, as applicable) in respect of each Specific Contract, such notice being substantially in the form set out in Part 1 of Schedule 10 (*Specific Contracts*) or in such other form as may be approved by the Security Agent (acting reasonably); and
 - (ii) use reasonable endeavours (for a period no longer than 30 Business Days after serving the notice referred to in paragraph 12.5(a) above) to procure that the relevant counterparty delivers an acknowledgement of receipt of such notice to the Security Agent substantially in the form set out in Part 2 of Schedule 10 (*Specific Contracts*) or in such other form as the Security Agent may approve (acting reasonably).
- (b) Each Chargor is deemed to have given (and acknowledged) such notice of assignment in respect of any Intra-Group Loans outstanding on the date of this Debenture where the creditors and debtors under such loans are Chargors.

12.6 Third Party Consents for Leases

- (a) If under the terms of a Lease any Chargor is not permitted to charge or assign its interest in such Material Real Property (either absolutely or without the consent of the landlord) (a 'Restricted Property') it undertakes promptly to make an application for the landlord's consent to the creation of the mortgage contained in Clause 3.2 (*Legal mortgage*) and the fixed charge contained in Clause 3.4 (*Fixed charges*) (together with any mortgage or charge to be created under Clause 13 (*Further Assurance*) or a Security Accession Deed) and shall use reasonable endeavours to obtain such consent as soon as reasonably practicable and shall keep the Security Agent informed of the progress of its negotiations with such landlord (*provided that* such obligation to use reasonable endeavours to obtain such consent shall expire by the date falling 3 Months after the date on which consent was first requested) or such earlier date as the Security Agent may agree (acting reasonably).
- (b) There shall be excluded from the mortgage contained in Clause 3.2 (*Legal mortgage*) and the fixed charge contained in Clause 3.4 (*Fixed charges*) (together with any mortgage or charge to be created under Clause 13 (*Further Assurance*) or a Security Accession Deed) any Restricted Property until the relevant consent is obtained. Promptly upon receipt of such consent, the relevant Restricted Property shall stand mortgaged and charged to the Security Agent under Clause 3.2 (*Legal mortgage*) and the fixed charge contained in Clause 3.4 (*Fixed charges*) (together with any mortgage or charge to be created under Clause 13 (*Further Assurance*) or a Security Accession Deed, if applicable).

12.7 Deposit of title deeds

Each Chargor shall (other than where delivered pursuant to the Existing Security Documents):

- (a) as soon as reasonably practicable following the request of the Security Agent after the date of this Debenture, deposit with the Security Agent (or provide a solicitor's undertaking to hold in favour of the Security Agent) all deeds, certificates and other documents (if any) constituting or evidencing title to any Material Real Property (unless such documents are held at the applicable Land Registry to the order of the Security Agent); and
- (b) deposit with the Security Agent (or provide a solicitor's undertaking to hold in favour of the Security Agent) at any time thereafter any further such deeds, certificates and other documents constituting or evidencing title to any Material Real Property, promptly upon coming into possession of any of those items (unless such documents are held at the applicable Land Registry to the order of the Security Agent).

12.8 Application to the Land Registry

Each Chargor hereby consents to an application in the following terms (or such terms as the Company may approve) being made to the Land Registry to enter a restriction in the proprietorship register of any registered land at any time forming part of the Material Real Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of [●] (as security agent) referred to in the charges register or their conveyancer."

12.9 Further Loans

- (a) Subject to the terms of the Facilities Agreement, each Lender is under an obligation to make further Loans to the Chargors, and that obligation will be deemed to be incorporated in this Debenture as if set out in this Debenture.
- (b) Each Chargor consents to an application being made to the Land Registry to enter notice of the obligation to make further Loans on the Charges Register of any registered land forming part of the Material Real Property.

13. FURTHER ASSURANCE

13.1 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 13.1(b) below.
- (b) Each Chargor shall promptly, at its own cost and subject to the Agreed Security Principles, do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notarisations, registrations, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require) in favour of the Security Agent 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 such 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 Security Agent, any Receiver or the Secured Parties provided by or pursuant to this Security or by law;

- (ii) to confer on the Security Agent (or the Secured Parties) security over any property, asset or undertaking of such 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 has become enforceable, to facilitate the realisation of the assets which are, or are intended to be Charged Assets.
- (c) Subject to the Agreed Security Principles, each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this Debenture.

14. WHEN SECURITY BECOMES ENFORCEABLE

14.1 Timing

This Security will become immediately enforceable any time:

- (a) after the occurrence of an Enforcement Event; or
- (b) if a Chargor requests that the Security Agent enforces all or any part of this Security.

14.2 Enforcement

After this Security has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of this Security in any manner it sees fit or as may be directed by the relevant Secured Parties in accordance with the Intercreditor Agreement.

15. ENFORCEMENT OF SECURITY

15.1 General

- (a) The power of sale or other disposal conferred on the Security Agent 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 Debenture.
- (c) Any powers of leasing conferred on the Security Agent by law are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders or leases and grant options as the Security Agent 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).

15.2 No liability as mortgagee in possession

None of the Security Agent, 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.

15.3 Privileges

Each Receiver, the Security Agent or a nominee of a Receiver of the Security Agent 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).

15.4 Protection of third parties

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

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

15.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Security Agent 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 each Chargor.
- (b) Each Chargor must pay to the Security Agent, within 10 Business Days of demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

15.6 Right of appropriation

To the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003 apply to a Charged Asset, the Security Agent 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 Security Agent by reference to a public index, independent valuation or such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent investment bank or accountancy firm of national standing selected by it.

15.7 Effect of Moratorium

The Security Agent shall not be entitled to exercise its rights under Clause 14.2 (*Enforcement*) or Clause 4.2 (*Conversion of floating charge to fixed Security*) where the right arises as a result of an Enforcement Event occurring solely due to any person obtaining or taking steps to obtain a moratorium pursuant to Schedule A1 of the Insolvency Act 1986.

16. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

16.1 Appointment and removal

After this Security has become enforceable (or if requested by a Chargor) the Security Agent may by deed or otherwise (acting through an authorised officer of the Security Agent), 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(s).

16.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 16.1 (*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(s) 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 Security Agent; and
- (c) entitled to remuneration for his services at a rate to be fixed by the Security Agent from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

16.3 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 Security Agent under the Law of Property Act 1925 (as extended by this Debenture) or otherwise and such powers shall remain exercisable from time to time by the Security Agent in respect of any part of the Charged Assets.

17. POWERS OF RECEIVERS

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of the relevant Chargor) have and be entitled to exercise, in relation to the Charged Assets, and as varied and extended by the provisions of this Debenture (in the name of or on behalf of the relevant Chargor or in his own name and, in each case, at the cost of the relevant 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 relevant 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 relevant 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 Security Agent provided by or pursuant to this Debenture 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 relevant Chargor forming part of, or which when got in would be, Charged Assets.

18. APPLICATION OF MONIES

All monies received by the Security Agent or any Receiver after the Security has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to the Security and any applicable statutory requirement and subject to the Intercreditor Agreement) be applied in the following order:

- (a) first, in satisfaction of, or provision for, all costs, charges and expenses incurred, and payments made, by the Security Agent, any other Secured Party or any Receiver or Delegate and of all remuneration due to the Receiver in connection with this Deed or the Charged Assets;
- (b) secondly, in or towards satisfaction of the remaining Secured Obligations in full; and
- (c) thirdly, in payment of any surplus to any Chargor or other person entitled to it.

19. EXPENSES AND INDEMNITY

19.1 General

Without in any way limiting the terms of the Facilities Agreement each Chargor must:

- (a) promptly on demand pay the amount of all costs and expenses (including reasonable legal fees subject to any agreed caps) reasonably incurred by the Security Agent, any Receiver or Delegate in connection with the negotiation, preparation, execution and perfection of this Debenture;

- (b) within five Business Days of demand pay to the Security Agent, any Receiver or Delegate the amount all costs and expenses (including legal fees) incurred by the Security Agent, any Receiver or Delegate in connection with the enforcement of or the preservation of any rights under this Debenture; and
- (c) keep each of those persons indemnified against any loss or liability incurred by it in connection with any litigation, arbitration or administrative proceedings concerning this Debenture; this includes any arising from any actual or alleged breach by any person of any law or regulation, whether relating to an enforcement or otherwise (otherwise, in each case, than by reason of its gross negligence or wilful misconduct).

19.2 Currency Indemnity

- (a) If any sum due from a Chargor under this Deed (a “**Sum**”), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the “**First Currency**”) in which that Sum is payable into another currency (the “**Second Currency**”) for the purpose of:
 - (i) making or filing a claim or proof against that Chargor; or
 - (ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

that Chargor shall as an independent obligation, within five (5) Business Days of demand, indemnify the Security Agent to whom that Sum is due against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (1) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (2) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

- (b) Each Chargor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

20. PROTECTION OF PURCHASERS

20.1 Consideration

The receipt of the Security Agent 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 Security Agent or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

20.2 Protection of purchasers

No purchaser or other person dealing with the Security Agent or any Receiver shall be bound to inquire whether the right of the Security Agent 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 Security Agent or such Receiver in such dealings.

21. POWER OF ATTORNEY

21.1 Appointment and powers

Each Chargor by way of security irrevocably appoints the Security Agent 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 such Chargor by this Debenture or any other agreement binding on such Chargor to which the Security Agent and such Chargor is party (including, subject to the Agreed Security Principles, 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
- (b) enabling the Security Agent 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 Debenture or by law (including, after this Debenture has become enforceable in accordance with Clause 14 (*When Security Becomes Enforceable*), the exercise of any right of a legal or beneficial owner of the Charged Assets).

21.2 Exercise of power of attorney

The Security Agent may only exercise the power of attorney granted pursuant to Clause 21.1 (*Appointment and powers*) following:

- (a) the occurrence of an Enforcement Event; or
- (b) the failure by a Chargor to comply with any undertaking or obligation under this Debenture within 10 Business Days of being notified of that failure by the Security Agent (with a copy of such notice being sent to the Company) and being requested to comply.

21.3 Ratification

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

22. DELEGATION

Each of the Security Agent and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by them under this Debenture upon any terms (including power to sub-delegate) which it may, acting reasonably, think fit. Neither the Security Agent nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

23. EFFECTIVENESS OF SECURITY

23.1 Continuing security

- (a) This Security shall remain in full force and effect as a continuing security for the Secured Obligations during the Security Period.
- (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.

23.2 Cumulative rights

This Security shall be cumulative, in addition to and independent of every other Security Interest which the Security Agent or any Finance Party 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 Security Agent (whether in its capacity as trustee or otherwise) or any of the other Finance Parties over the whole or any part of the Charged Assets shall merge into the Security.

23.3 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 any Chargor or any other person or by any variation of the terms of the trust upon which the Security Agent holds the Security or by any other thing which might otherwise prejudice that Security.

23.4 Remedies and waivers

No failure on the part of the Security Agent to exercise, or any delay on its part in exercising, any rights, powers and remedies of the Security Agent provided by or pursuant to this Debenture, 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.

23.5 Partial invalidity

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

23.6 Waiver of defences

The obligations of, and the Security created by, each Chargor under this Debenture will not be affected by any act, omission, matter or thing which, but for this Clause 23.6, would reduce, release or prejudice any of its obligations under, or the Security created by, this Debenture and whether or not known to such Chargor or any Finance Party 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 a Finance Document or any other document or security or of the Secured Obligations;

- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security or of the Secured Obligations; and
- (g) any insolvency or similar proceedings.

23.7 Immediate recourse

Each Chargor waives any right it may have of first requiring a Finance Party (or any trustee or Security Agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any other person before claiming from such Chargor under this Debenture. This waiver applies irrespective of any law or any provision of this Debenture to the contrary.

23.8 Deferral of rights

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

- (a) to be indemnified by an Obligor;
- (b) to claim any contribution from any guarantor of any Obligor's obligations under this Debenture; 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 Finance Parties under this Debenture or of any other guarantee or Security taken pursuant to, or in connection with, this Debenture by any Finance Party.

23.9 Release of Chargors' right of contribution

If any Chargor ceases to be a Chargor in accordance with the terms of the Finance Documents for the purpose of any sale or other disposal of that Chargor:

- (a) that Chargor will be released by each other Chargor from any liability whatsoever to make a contribution to any other Chargor arising by reason of the performance by any other Chargor of its obligations under the Finance Documents; and
- (b) each other Chargor will waive any rights it may have by reason of the performance of its obligations under the Finance Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of any Finance Party or of any other security taken under, or in connection with, any Finance Document where the rights or security are granted by or in relation to the assets of the retiring Chargor.

23.10 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 Debenture or which otherwise secures all or any part of the Secured Obligations to which a 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.

24. SUBSEQUENT SECURITY INTERESTS

If the Security Agent or any of the other Finance Parties 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 any Finance Document, all payments thereafter by or on behalf of any Chargor to the Security Agent

will (in the absence of any express contrary appropriation by the Chargor) be treated as having been credited to a new account of such Chargor and not as having been applied in reduction of the Secured Obligations at the time that notice was received.

25. SUSPENSE ACCOUNTS

All monies received, recovered or realised by the Security Agent under this Debenture (including the proceeds of any conversion of currency) may at the discretion of the Security Agent 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 Security Agent's discretion, in or towards the discharge of any of the Secured Obligations *provided that* if the amounts so held are sufficient to discharge the Secured Obligations in full, the Security Agent shall promptly apply such amounts towards the Secured Obligations.

26. RELEASE

At the end of the Security Period (but not otherwise) the Security Agent shall, at the request and cost of the each relevant Chargor, take whatever action is necessary to release the Charged Assets from the Security Interests constituted by this Debenture.

27. NOTICES

Any communication under this Debenture shall be made and given in accordance with the terms of clause 35 (Notices) of the Facilities Agreement.

28. 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.

29. 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 each Chargor and is delivered and has been signed by the Security Agent on the date written on the first page of this Debenture.

Schedule 1
CHARGORS

Name of Chargor	Jurisdiction of incorporation	Registered number
Coolabi Group Limited	England and Wales	07192983
Coolabi Limited	England and Wales	03735898
WP Acquisitions Limited	England and Wales	08049206
Working Partners Holdings Ltd	England and Wales	05868273
Working Partners Limited	England and Wales	06062833
The Greenhouse Literary Agency Limited	England and Wales	06381137
Beast Quest Limited	England and Wales	06273127
Coolabi Productions Limited	England and Wales	05379061
Coolabi Licensing Limited	England and Wales	04719448
Licensing by Design Limited	England and Wales	02419356
Purple Enterprises Limited	England and Wales	02695472
Indie Kids International Limited	England and Wales	04395436
Coolabi Productions Scream Street I Limited	England and Wales	03749704
Coolabi Productions Clangers I Limited	England and Wales	08932267
Coolabi Productions Clangers III Limited	England and Wales	11411543
Coolabi Productions Scream Street II Limited	England and Wales	11815559
Beast Quest Acquisitions Limited	England and Wales	08049237
Poppy Cat Series II Limited	England and Wales	06910021
Clangers Series I (2013) Limited	England and Wales	05131179
Scream Street Series I Limited	England and Wales	05182702

Schedule 2
MATERIAL REAL PROPERTY

[None as at the date of this Debenture]

Schedule 3
SHARES

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held
Coolabi Group Limited	Coolabi Limited	Deferred shares of £0.0095 each Ordinary shares of £0.01 each	490,520,871 63,845,063
Coolabi Group Limited	WP Acquisitions Limited	Ordinary A shares of £0.01 each Ordinary B shares of £0.01 each	11,983 11,983
Coolabi Group Limited	Beast Quest Acquisitions Limited	Ordinary A shares of £0.01 each Ordinary B shares of £0.01 each	10,000 10,000
WP Acquisitions Limited	Working Partners Holdings Ltd	Ordinary shares of £0.01 each Ordinary A shares of £0.01 each Ordinary B shares of £0.01 each Preference shares of £0.01 each	9,225 775 803 4,978
Working Partners Holdings Limited	Working Partners Limited	Ordinary shares of £0.01 each	47,637
Working Partners Holdings Ltd	The Greenhouse Literary Agency Limited	Ordinary shares of £1.00 each	100
Beast Quest Acquisitions Limited	Beast Quest Limited	Ordinary shares of £1.00 each	100
Coolabi Limited	Coolabi Licensing Limited	Ordinary shares of £1.00 each	2
Coolabi Limited	Licensing by Design Limited	Ordinary shares of £1.00 each	1,000
Coolabi Limited	Coolabi Productions Limited	Ordinary shares of £1.00 each	3
Coolabi Limited	Coolabi Publishing Limited	Ordinary shares of £1.00 each	1
Coolabi Limited	PRNA Limited	Ordinary shares of £0.01 each Preferred Ordinary shares of £0.01 each	51 33
Coolabi Limited	Purple Enterprises Limited	Ordinary shares of £1.00 each	100
Coolabi Limited	Poppy Cat Series II Limited	Ordinary shares of £1.00 each	1
Coolabi Limited	Indie Kids Limited	Ordinary shares of £1.00 each	2
Coolabi Limited	Indie Kids International Limited	Ordinary shares of £0.01 each	6,975

Coolabi Limited	Clangers Series I (2013) Limited	Ordinary shares of £1.00 each	2
Coolabi Limited	Scream Street Series I Limited	Ordinary shares of £1.00 each	2
Coolabi Limited	Coolabi Productions Scream Street I Limited	Ordinary shares of £1.00 each	2
Coolabi Limited	Alibi Productions (Sir Gadabout) Limited	Ordinary shares of £1.00 each	2
Coolabi Limited	Alibi Productions (Sir Gads 2) Limited	Ordinary shares of £1.00 each	2
Coolabi Limited	Alibi Productions (Dead) Limited	Ordinary shares of £1.00 each	3
Coolabi Limited	Alibi Productions (Safe House) Limited	Ordinary shares of £1.00 each	2
Coolabi Limited	Alibi Films International Limited	Ordinary shares of £1.00 each	2
Coolabi Productions Limited	Coolabi Productions PC II Limited	Ordinary shares of £1.00 each	2
Coolabi Productions Limited	Coolabi Productions Clangers I Limited	Ordinary shares of £1.00 each	2
Coolabi Productions Limited	Coolabi Productions Clangers II Limited	Ordinary shares of £1.00 each	2
Coolabi Productions Limited	Coolabi Productions Clangers III Limited	Ordinary shares of £1.00 each	1
Coolabi Productions Limited	Coolabi Productions Scream Street II Limited	Ordinary shares of £1.00 each	2

Schedule 4
INTELLECTUAL PROPERTY

Company	Mark	Territory	Number	Status	Classes
BEAST QUEST LIMITED	Beast Quest	UK	UK2398890	Registered	16
	Beast Quest	UK	UK2455460	Registered	9, 28
	Beast Quest	EU	EU005928312	Registered	9, 16, 28
	Beast Quest	UK	UK00905928312	Registered	9, 16, 28
	Beast Quest	US	US3241665	Registered	16
	Beast Quest	US	US3593684	Registered	9

Company	Mark	Territory	Number	Status	Classes
COOLABI PRODUCTIONS LIMITED	Clangers	UK	UK3107405	Registered	3, 7, 9, 11, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 29, 30, 32, 38, 41
	Clangers	EU	WO1283423	Registered	3, 7, 9, 11, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 29, 30, 32, 38, 41
	Clangers	UK	UK00801283423	Registered	3, 7, 9, 11, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 29, 30, 32, 38, 41
	Clangers	US	WO1283423 (US4995565)	Registered	9, 14, 16, 18, 20, 21, 24, 25, 28, 38, 41
	Clangers	Australia	WO1283423 (AU1746209)	Registered	3, 7, 9, 11, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 29, 30, 32, 38, 41
	Clangers (English logo)	China	Multiple	Registered	9, 16, 18, 21, 24, 25, 26, 28, 30, 41
	Clangers (Chinese word)	China	Multiple	Registered	3, 5, 8, 9, 16, 18, 20, 21, 24, 25, 26, 28, 29, 30, 41
	Clangers (Chinese logo)	China	Multiple	Registered	3, 5, 8, 9, 16, 18, 20, 21, 24, 25, 26, 28, 29, 30, 41

Company	Mark	Territory	Number	Status	Classes
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WORKING PARTNERS LIMITED	Warrior Cats	EU	EU017903608	Registered	3, 9, 11, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 29, 30, 32, 38, 41
	Warrior Cats	UK	UK00917903608	Registered	3, 9, 11, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 29, 30, 32, 38, 41
	Warrior Cats	US	US5842290	Registered	3, 9, 11, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 29, 30, 32, 38, 41

Schedule 5
INSURANCE POLICIES

Insurer	Policy Number	Chargor	Type of Insurance	Start Date of Policy
<i>Hiscox Insurance Co Ltd</i>	■■■■■ ■■■■■■■■■■	<i>Coolabi Group Ltd</i>	<i>Commercial Combined Professional Indemnity Cyber and data</i>	<i>11 May 2023</i>
<i>DAS Legal Expenses Insurance Co Ltd</i>	■■■■■■■■■■	<i>Coolabi Group Ltd</i>	<i>Commercial Legal Expenses</i>	<i>4 May 2023</i>
<i>Nexus</i>	■■■■■■■■■■	<i>Coolabi Group Ltd</i>	<i>Management Liability Flex</i>	<i>8 September 2023</i>
<i>AIG UK Ltd</i>	■■■■■■■■■■	<i>Coolabi Group Ltd & subs</i>	<i>Lifeline Plus Group Personal Accident and Travel Policy</i>	<i>5 May 2023</i>
<i>AVIVA</i>	■■■■■■■■■■	<i>Coolabi Group Ltd</i>	<i>Business Life Insurance Options (cover for Jeremy Banks)</i>	<i>25 September 2019 (5-year cover to 24 September 2024)</i>
<i>AIG</i>	■■■■■■■■■■ ■■	<i>Coolabi Group Ltd</i>	<i>Group Life Excepted</i>	<i>1 April 2023 (in the process of renewal)</i>
<i>Aviva Health UK Ltd</i>	■■■■■■■■■■	<i>Coolabi Ltd</i>	<i>Aviva Solutions</i>	<i>1 July 2023</i>
<i>Vitality Health</i>	■■■■■■■■■■	<i>Working Partners Ltd</i>	<i>Business Healthcare</i>	<i>1 September 2023</i>

Schedule 6
ACCOUNTS

Account Holder	Currency	Account Number	Sort Code	Bank and Branch Address
Coolabi Group Limited	USD	██████	██████	Santander UK Plc Bootle Merseyside L30 4GB
	GBP	██████	0█████	Santander UK Plc Bootle Merseyside L30 4GB
	GBP	██████	██████	Santander UK Plc Bootle Merseyside L30 4GB
Coolabi Limited	GBP	██████	██████	Santander UK Plc Bootle Merseyside L30 4GB
	GBP	██████	██████	Santander UK Plc Bootle Merseyside L30 4GB
Coolabi Productions Limited	GBP	██████	██████	Santander UK Plc Bootle Merseyside L30 4GB
Coolabi Licensing Limited	GBP	██████	██████	Santander UK Plc Bootle Merseyside L30 4GB
Purple Enterprises Limited	GBP	██████	██████	Santander UK Plc Bootle Merseyside L30 4GB
Working Partners Limited	EURO (WP Rights People)	██████	██████	Santander UK Plc Bootle Merseyside L30 4GB
	USD	██████	██████	Santander UK Plc Bootle Merseyside L30 4GB
	GBP	██████	██████	Santander UK Plc Bootle Merseyside L30 4GB
	GBP	██████	██████	Coutts & Co

				440 Strand London WC2R 0QS
	USD			Coutts & Co 440 Strand London WC2R 0QS
	USD			Coutts & Co 440 Strand London WC2R 0QS
	GBP			Santander UK Plc Bootle Merseyside L30 4GB
WP Acquisitions Limited	GBP			Santander UK Plc Bootle Merseyside L30 4GB
Beast Quest Acquisitions Limited	GBP			Santander UK Plc Bootle Merseyside L30 4GB
Working Partners Holdings Ltd	GBP			Santander UK Plc Bootle Merseyside L30 4GB
Beast Quest Limited	GBP			Santander UK Plc Bootle Merseyside L30 4GB
Indie Kids International Limited	GBP			Santander UK Plc Bootle Merseyside L30 4GB
Licensing By Design Limited	GBP			Santander UK Plc Bootle Merseyside L30 4GB

**Schedule 7
LEASES**

**Part 1
Notice Of Charge Of Lease**

To: [Insert name and address of Headlease Holder]

Date: [●]

Dear Sirs

1. We give you notice that, by a debenture dated [●] (the “**Debenture**”), we charged to [insert name of Security Agent] (the “**Security Agent**”) (as trustee for the Secured Parties) all our right, interests and benefits in, to and under [the [describe Lease] dated [●] between [●] and [●] relating to [●] (including all monies payable thereunder and the proceeds of all claims and judgments for breach of covenant) (the “**Lease**”).
2. We will remain liable to perform all our obligations under the Lease and the Security Agent is under no obligation of any kind whatsoever under the Lease nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Lease.
3. If the security constituted by the Debenture becomes enforceable, the Security Agent may notify you of such event (an “**Enforcement Notice**”).
4. Please note that immediately following your receipt of an Enforcement Notice:
 - (a) all remedies provided for under the Lease or available at law or in equity are exercisable by the Security Agent;
 - (b) all rights to compel performance of the Lease are exercisable by the Security Agent; and
 - (c) all rights, interests and benefits whatsoever accruing to or for the benefit of us arising under the Lease belong to the Security Agent;
 - (d) all amounts payable by you in relation to the Lease shall be payable directly to (or at the direction of) the Security Agent; and
 - (e) you are authorised to disclose information in relation to the Lease to the Security Agent.
5. This letter may only be revoked with the prior written consent of the Security Agent.
6. 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 Security Agent (at [insert name & address of Security Agent]) with a copy to us.

Yours faithfully

.....
[Insert name of relevant Chargor]

Part 2
Acknowledgement of Notice of Charge

To: [Insert name of Security Agent] as Security Agent]

Date: [●]

Dear Sirs

1. We confirm receipt from [●] (the “**Chargor**”) of a notice dated [●] of a charge by way of [fixed charge] upon the terms of a debenture dated [●] (the “**Debenture**”) to [Insert name of Security Agent] (the “**Security Agent**”) (as trustee for the Secured Parties) of all the Chargor’s right, interest and benefit in, to and under the Lease (as specified in that notice) to which we are a party (the “**Relevant Rights**”) (the “**Notice**”). Terms defined in the Notice have the meaning when used in this letter.
2. We confirm that we have not received notice of:
 - (a) any other assignment or charge of or over any of the Relevant Rights in the Notice; or
 - (b) the interest of any third party in any of the Relevant Rights specified in the Notice.
3. We further confirm that:
 - (a) [following our receipt of an Enforcement Notice,] no amendment, waiver or release of any such Relevant Rights by the Chargor will be effective without the prior written consent of the Security Agent;
 - (b) [following our receipt of an Enforcement Notice,] no termination of such Relevant Rights will be effective unless we have given the Security Agent not less than 21 days’ written notice of the proposed termination and specifying the action necessary to avoid such termination;
 - (c) the Chargor will remain liable to perform all its obligations under the Lease and the Security Agent is under no obligation of any kind whatsoever under the Lease nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the Lease; and
 - (d) no breach or default on the part of the Chargor of any of the terms of such Lease will be deemed to have occurred unless we have given notice of such breach to the Security Agent specifying how to make good such breach.
4. 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.
5. This letter is governed by and will be construed in accordance with the laws of England.

Yours faithfully

.....
[Headlease Holder]

Schedule 8
ACCOUNTS

Part 1
Notice Of Security Over Accounts

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

Date: [●]

Dear Sirs

1. We give you notice that, by a debenture dated [●] (the “**Debenture**”), the companies identified in the schedule to this notice (the “**Customers**”) have charged to *[insert name of Security Agent]* (the “**Security Agent**”) as trustee for the Secured Parties 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.
2. If the security constituted by the Security becomes enforceable, the Security Agent may notify you of such event (an “**Enforcement Notice**”).
3. We irrevocably instruct and authorise you:
 - (a) following receipt of an Enforcement Notice, to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent and to pay all or any part of those monies to the Security Agent (or as it may direct) promptly; and
 - (b) to disclose to the Security Agent (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 Customers or the Charged Accounts which the Security Agent may from time to time request you to disclose to it.
4. We also give you notice that:
 - (a) the Customers may make withdrawals from those Charged Accounts until such time as the Security Agent (on or after the date of the Enforcement Notice) shall notify you in writing that their permission is withdrawn; and
 - (b) the provisions of this notice may only be revoked or varied with the prior written consent of the Security Agent.
5. 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 Security Agent (at *[insert name & address of Security Agent]*) with a copy to us.

Yours faithfully

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

SCHEDULE

CUSTOMER	ACCOUNT NUMBER	SORT CODE	STATUS
[●]	[●]	[●]	[blocked/not blocked]

Part 2
Acknowledgement of Security by Account Bank

To: *[Insert name of Security Agent]*
 as Security Agent

Date: [●]

Dear Sirs

1. 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**”).
2. We agree to act in accordance with the provisions of the Notice.
3. 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.
4. We confirm that we have not received notice of the interest of any third party in any Charged Account.
5. 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 9
INSURANCE POLICIES

Part 1
Notice Of Assignment Of Insurance Policies

To: [Insert name and address of insurer]

Date: [●]

Dear Sirs

1. We give you notice that, by a supplemental debenture dated [●] (the “**Debenture**”), we charged by way of assignment to [insert name of Security Agent] (the “**Security Agent**”) (as trustee for the Secured Parties) all our right, interests and benefits in, to and under the [describe 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 (but excluding any third party liability, public liability and directors’ and officers’ insurance) (the “**Policy**”).
2. We will remain liable to perform all our obligations under the Policy and the Security Agent 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.
3. If the security constituted by the Security becomes enforceable, the Security Agent may notify you of such event (an “**Enforcement Notice**”).
4. Please note that immediately following your receipt of an Enforcement Notice:
 - (a) all remedies provided for under the Policy or available at law or in equity are exercisable by the Security Agent;
 - (b) all rights to compel performance of the Policy are exercisable by the Security Agent;
 - (c) all rights, interests and benefits whatsoever accruing to or for the benefit of us arising under the Policy belong to the Security Agent;
 - (d) all amounts payable by you in relation to the Policy shall be payable directly to (or at the direction of) the Security Agent; and
 - (e) you are authorised to disclose information in relation to the Policy to the Security Agent.
5. This letter may only be revoked with the prior written consent of the Security Agent.
6. 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 Security Agent (at [insert name & address of Security Agent]) with a copy to us.

Yours faithfully

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

Part 2
Acknowledgement Of Assignment By Insurer

To: [Insert name of Security Agent] as Security Agent

Date: [●]

Dear Sirs

1. 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 Security Agent] (the “**Security Agent**”) (as trustee for the Secured Parties) 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**”).
2. We confirm that:
 - (a) we have not received notice of:
 - (i) any other assignment or charge of or over any of the rights, interests and benefits specified in the Notice; or
 - (ii) the interest of any third party in any of the rights, interests and benefits specified in the Notice;
 - (b) we acknowledge the terms of the Notice and will act in accordance with its provisions;
 - (c) following the receipt of an Enforcement Notice, we will notify the Security Agent of any claim paid out by us under the Policy; and
 - (d) no breach, termination, invalidation, avoidance, cancellation 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 to the Security Agent at least 21 days’ written notice of such breach, termination, invalidation, avoidance, cancellation or default to the Security Agent specifying how to make good such breach and the action necessary to avoid such termination, invalidation, avoidance or cancellation.
3. 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 10
SPECIFIC CONTRACTS

Part 1
Notice Of Assignment Of Specific Contracts

To: [Insert name of Counterparty/ies]

Date: [●]

Dear Sirs

1. We give you notice that, by a supplemental debenture dated [●] (the “**Debenture**”), we charged by way of assignment to [insert name of Security Agent] (the “**Security Agent**”) (as trustee for the Secured Parties) all our right, interests and benefits in, to and under the [describe Specific Contract] (including all monies payable thereunder) (the “**Contract**”).
2. We will remain liable to perform all our obligations under the Contract and the Security Agent 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.
3. If the security constituted by the Security becomes enforceable, the Security Agent may notify you of such event (an “**Enforcement Notice**”).
4. Please note that immediately following your receipt of an Enforcement Notice:
 - (a) all remedies provided for under the Contract or available at law or in equity are exercisable by the Security Agent;
 - (b) all rights to compel performance of the Contract are exercisable by the Security Agent;
 - (c) all rights, interests and benefits whatsoever accruing to or for the benefit of us arising under the Contract belong to the Security Agent;
 - (d) all amounts payable by you in relation to the Contract shall be payable directly to (or at the direction of) the Security Agent; and
 - (e) you are authorised to disclose information in relation to the Contract to the Security Agent.
5. This letter may only be revoked with the prior written consent of the Security Agent.
6. 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 Security Agent (at [insert name & address of Security Agent]) with a copy to us.

Yours faithfully

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

Part 2
Acknowledgement Of Assignment By Counterparty

To: [Insert name of Security Agent] as Security Agent

Date: [●]

Dear Sirs

1. 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 Security Agent] (the “**Security Agent**”) (as trustee for the Secured Parties) 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**”).
2. We confirm that we have not received notice of:
 - (a) any other 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.
3. We confirm that we acknowledge the terms of the Notice and will act in accordance with its provisions.
4. 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.
5. This letter is governed by and will be construed in accordance with the laws of England.

Yours faithfully

.....
[Insert name of counterparty]

Schedule 11
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 “**Company**”);
- (2) [●] (registered in England and Wales with registered number [●] and with its registered address at [●]) (the “**Additional Chargor**”); and
- (3) [●] as security trustee for itself and the other Secured Parties (the “**Security Agent**”);

WHEREAS:

- (A) This Security Accession Deed is supplemental to a debenture dated [●] between, among others, the Company and the Security Agent (the “**Debenture**”) and the Additional Chargor intends to accede to the Debenture as a Chargor.
- (B) [The Additional Chargor has also entered into a Accession Deed to the Facilities Agreement on or about the date of this Security Accession Deed and by doing so appoints the Company as its agent on the terms set out in the Facilities Agreement.]
- (C) The Additional Chargor is required to enter into this Security Accession Deed as a condition of the Finance Documents.

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 other Finance Documents*), 1.3 (*Construction*), 1.4 (*Intercreditor Agreement*), 1.5 (*Disposition of Property*), 1.6 (*Clawback*), 1.7 (*Third Party Rights*) and 1.8 (*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 covenants with the Security Agent as security trustee for the Secured Parties to pay, discharge and satisfy the Secured Obligations when they become due for payment, discharge and satisfaction 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 4 (*Floating Charge*) inclusive is:

- (a) granted in favour of the Security Agent as Security Agent for the Secured Parties;
- (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 subject to any Permitted Security); 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 Material Real Property (including the Real Property specified in Schedule 2 (*Material Real Property*) to this Security Accession Deed).

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 (in each case subject to a proviso for reassignment upon the expiry of the Security Period):
 - (i) any Insurance Policies; and
 - (ii) each Specific Contract.
- (b) Each Chargor shall remain liable to perform all its obligations under the assets described in paragraph 3.3(a) above.
- (c) Notwithstanding the other terms of this Clause 3.3, prior to the occurrence of an Enforcement Event, each 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.

3.4 Fixed charges

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 Material 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 Intellectual Property;
- (e) by way of first fixed charge, the Plant and Machinery;
- (f) by way of first fixed charge, any goodwill and rights and claims in relation to its uncalled share capital;
- (g) by way of first fixed charge, the Investments;
- (h) by way of first fixed charge, any beneficial interest, claim or entitlement it has to any pension fund now or in the future; and
- (i) 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. FLOATING CHARGE

4.1 Floating charge

- (a) The Additional Chargor charges by way of first floating charge all of its present and future assets and undertaking other than:
 - (i) 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; or
 - (ii) any Excluded Bank Accounts.
- (b) The floating charge created by paragraph 4.1(a) above is a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to such floating charge.

4.2 Conversion of floating charge to fixed Security

- (a) The Security Agent may at any time by notice to the Additional Chargor convert the floating charge constituted under Clause 4.1 (*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 14 (*When Security Becomes Enforceable*) of the Debenture;
 - (ii) the Security Agent reasonably considers that any of the Charged Assets may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process;
 - (iii) the Security Agent considers that it is necessary in order to protect the priority of the Security; or

- (iv) an Event of Default under clause 26.7 (Insolvency Proceedings) of the Facilities Agreement is continuing.
- (b) In addition, without prejudice to any rule of law which may have a similar effect, the floating charge constituted under Clause 4.1 (*Floating charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all assets the subject of the floating charge if:
 - (i) the Additional Chargor creates (or attempts to create) any Security over any Charged Asset (save as expressly permitted under the Facilities Agreement);
 - (ii) the Additional Chargor disposes (or attempts to dispose) of all or any of its Charged Asset (save as expressly permitted under the Facilities Agreement);
 - (iii) any person levies (or attempts to levy) any distress, attachment, sequestration, execution or other process against any Charged Asset (which is not discharged within two Business Days);
 - (iv) an Administration Event occurs; or
 - (v) the first floating charge created by the Existing Security Documents over such assets is crystallised.

5. TRUST

- (a) Subject to Clause 12.6 (*Third Party Consents for Leases*) of the Debenture and paragraphs 5.1(b) and (c) below, any Security under Clause 3 (*Fixed Security*) shall not extend to any contract which does not permit the applicable Additional Chargor to grant a mortgage over, or fixed charge or, as the case may be, assignment of its rights and benefits thereunder (including any such contract which requires the consent of any third party (other than a member of the Group) for the Additional Chargor to grant such charge).
- (b) If or to the extent that the assignment or charging of any Charged Asset is prohibited, each Additional Chargor will hold it on trust for the Security Agent (for the benefit of and as trustee for itself and each of the other Secured Parties) as security for the payment, discharge and performance of the Secured Obligations. Notwithstanding the other terms of this Clause, prior to the occurrence of an Enforcement Event, each 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 such contracts unless otherwise restricted under a Finance Document.
- (c) Paragraph (a) above shall not apply to any contract solely between members of the Group and/or the Parent.

6. CONSENT OF EXISTING CHARGING COMPANIES

The Company agrees (for itself and each 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 Security Agent 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 Security Agent and the Additional Chargor is party (including, subject to the Agreed Security Principles, 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
- (b) enabling the Security Agent 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 Security has become enforceable in accordance with Clause 14 (*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 Security Agent 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 further assurance or perfection of security obligations required by the terms of the Security within 10 Business Days of being notified of that failure by the Security Agent (with a copy of such notice being sent to the Company) and being requested to comply.

8. 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.

9. GOVERNING LAW AND JURISDICTION

Clause 29 (*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 entered as a deed and delivered on the date given at the beginning of this Deed.

Schedule 2
Material Real Property

Schedule 3
Shares

Schedule 4
Intellectual Property

Schedule 12
Excluded Bank Accounts

SIGNATURE TO THE SECURITY ACCESSION DEED

The Company

EXECUTED AS A DEED

By: [●] LIMITED

..... Signature of Director

..... Name of Director

in the presence of:

Signature of witness

Name of witness

Address of witness

Occupation of witness

The Agent

[●]

By:

Address: [●]

E-mail: [●]

Attention: [●]

Schedule 12
EXCLUDED BANK ACCOUNTS

Account Holder	Currency	Account Number	Sort Code	Bank and Branch Address
Working Partners Limited	GBP	██████	██████	Santander UK Plc Bootle Merseyside L30 4GB
	USD	██████	██████	Santander UK Plc Bootle Merseyside L30 4GB
The Greenhouse Literary Agency Limited	USD	██████	██████	Santander UK Plc Bootle Merseyside L30 4GB
	GBP	██████	██████	Santander UK Plc Bootle Merseyside L30 4GB
	USD	██████████	-	Bank of America, N.A. P.O. Box 25118 Tampa, FL 33622-

EXECUTION PAGE

THE CHARGORS

EXECUTED AS A DEED

By: COOLABI GROUP LIMITED

... [Redacted Signature]

Signature of Director

Timothy Walker RICKETTS
.....

Name of Director

in the presence of:

Signature of witness

..... [Redacted Signature]

Name of witness

Helen Ricketts
.....

Address of witness

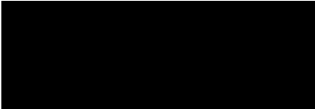
[Redacted Address]

Occupation of witness

[Redacted Occupation]

EXECUTED AS A DEED

By: **COOLABI LIMITED**

... 

Signature of Director

..... Timothy Walker RICKETTS

Name of Director

in the presence of:

Signature of witness

..... 

Name of witness

..... Helen Ricketts

Address of witness



Occupation of witness



EXECUTED AS A DEED:

By: **WP ACQUISITIONS LIMITED**

.....
.....

Signature of Director

..... Timothy Walker RICKETTS

Name of Director

in the presence of:

Signature of witness

.....
.....

Name of witness

Helen Ricketts

Address of witness


.....

Occupation of witness

.....
.....

EXECUTED AS A DEED

By: **WORKING PARTNERS HOLDINGS LTD**

.....  Signature of Director

..... Timothy Walker RICKETTS Name of Director

in the presence of:

Signature of witness 

Name of witness Helen Ricketts

Address of witness 

Occupation of witness 

EXECUTED AS A DEED

By: **WORKING PARTNERS LIMITED**

.....
Signature of Director

..... Timothy Walker RICKETTS
Name of Director

in the presence of:

Signature of witness
...
.....

Name of witness
..... Helen Ricketts

Address of witness
.....

Occupation of witness
.....

EXECUTED AS A DEED

By: **THE GREENHOUSE LITERARY AGENCY LIMITED**

...  Signature of Director

..... Timothy Walker RICKETTS Name of Director

in the presence of:

Signature of witness 

Name of witness Helen Ricketts

Address of witness 

Occupation of witness 

EXECUTED AS A DEED

By: **BEAST QUEST LIMITED**

.....
.....

Signature of Director

..... Timothy Walker RICKETTS

Name of Director

in the presence of:

Signature of witness

...
.....

Name of witness

..... Helen Ricketts

Address of witness

.....

Occupation of witness

.....

EXECUTED AS A DEED

By: **COOLABI PRODUCTIONS LIMITED**

.....
[Redacted Signature]

Signature of Director

..... Timothy Walker RICKETTS

Name of Director

in the presence of:

Signature of witness

.....
[Redacted Signature]

Name of witness

Helen Ricketts
.....

Address of witness

[Redacted Address]

Occupation of witness

[Redacted Occupation]

EXECUTED AS A DEED

By: **COOLABI LICENSING LIMITED**

.....
.....

Signature of Director

..... Timothy Walker RICKETTS

Name of Director

in the presence of:

Signature of witness

.....
.....

Name of witness

..... Helen Ricketts

Address of witness

.....

Occupation of witness

.....
.....

EXECUTED AS A DEED

By: **LICENSING BY DESIGN LIMITED**

.....
.....

Signature of Director

..... Timothy Walker RICKETTS

Name of Director

in the presence of:

Signature of witness

.....
.....

Name of witness

Helen Ricketts
.....

Address of witness

.....

Occupation of witness

.....

EXECUTED AS A DEED

By: **PURPLE ENTERPRISES LIMITED**

.....
[Redacted Signature]

Signature of Director

..... Timothy Walker RICKETTS

Name of Director

in the presence of:

Signature of witness

.....
[Redacted Signature]

Name of witness

..... Helen Ricketts

Address of witness

... [Redacted Address]

Occupation of witness

... [Redacted Occupation]

EXECUTED AS A DEED

By: **INDIE KIDS INTERNATIONAL LIMITED**

.....  Signature of Director

..... Timothy Walker RICKETTS Name of Director

in the presence of:

Signature of witness 

Name of witness Helen Ricketts

Address of witness 

Occupation of witness 

EXECUTED AS A DEED

By: **COOLABI PRODUCTIONS SCREAM STREET I LIMITED**

.....  Signature of Director


..... Timothy Walker RICKETTS Name of Director

in the presence of:

Signature of witness 


Name of witness Helen Ricketts

Address of witness 

Occupation of witness 

EXECUTED AS A DEED

By: **COOLABI PRODUCTIONS CLANGERS I LIMITED**

.......... Signature of Director


..... Timothy Walker RICKETTS Name of Director

in the presence of:

Signature of witness.....

Name of witness Helen Ricketts
.....

Address of witness 

Occupation of witness 

EXECUTED AS A DEED

By: **COOLABI PRODUCTIONS CLANGERS III LIMITED**

.......... Signature of Director

..... Timothy Walker RICKETTS Name of Director

in the presence of:

Signature of witness.....


Name of witness Helen Ricketts

Address of witness 

Occupation of witness 

EXECUTED AS A DEED

By: **COOLABI PRODUCTIONS SCREAM STREET II LIMITED**

.....  Signature of Director

..... Timothy Walker RICKETTS Name of Director

in the presence of:

Signature of witness 


Name of witness Helen Ricketts

Address of witness 

Occupation of witness 

EXECUTED AS A DEED

By: **BEAST QUEST ACQUISITIONS LIMITED**

.......... Signature of Director

..... Timothy Walker RICKETTS Name of Director

in the presence of:

Signature of witness.....

Name of witness Helen Ricketts

Address of witness 

Occupation of witness .....

EXECUTED AS A DEED

By: **POPPY CAT SERIES II LIMITED**

..... 

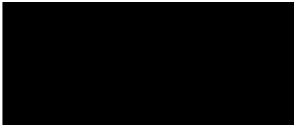
Signature of Director

..... Timothy Walker RICKETTS

Name of Director

in the presence of:

Signature of witness

..... 

Name of witness

..... Helen Ricketts

Address of witness



Occupation of witness



EXECUTED AS A DEED

By: **CLANGERS SERIES I (2013) LIMITED**

.....  Signature of Director

..... Timothy Walker RICKETTS Name of Director

in the presence of:

Signature of witness 

Name of witness Helen Ricketts

Address of witness 

Occupation of witness 

EXECUTED AS A DEED

By: **SCREAM STREET SERIES I LIMITED**

...  Signature of Director

..... Timothy Walker RICKETTS Name of Director

in the presence of:

Signature of witness 

Name of witness Helen Ricketts

Address of witness 

Occupation of witness 

THE SECURITY AGENT

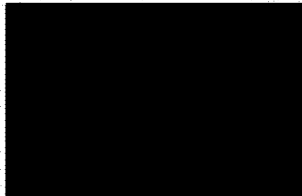
SIGNED for and on behalf of

APEX GROUP HOLD CO (UK) LIMITED

)

)

)



George Bollos

Authorised signatory