



Registration of a Charge

Company Name: **EZBOB LIMITED**

Company Number: **07852687**



Received for filing in Electronic Format on the: **03/08/2021**

XAA42VMH

Details of Charge

Date of creation: **25/07/2021**

Charge code: **0785 2687 0011**

Persons entitled: **LIQUIDITY CAPITAL II L.P.**

Brief description: **NONE**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **JOSEPH MILLER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7852687

Charge code: 0785 2687 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th July 2021 and created by EZBOB LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd August 2021 .

Given at Companies House, Cardiff on 4th August 2021

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



Companies House



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

Ref: ST001 – Debenture.DOC

Page: 1 of 31

Dated **July 25, 2021**

EZBOB LIMITED

to

LIQUIDITY CAPITAL II L.P.

DEBENTURE

IMPORTANT NOTICE: we recommend that you consult your solicitor or other independent legal adviser before accepting this document

THIS DEBENTURE is made by deed the 25th day of July, 2021

BETWEEN:

- (1) **LIQUIDITY CAPITAL II L.P.** whose registered office is P.O Box 10008, Willow House, Cricket Square, Grand Cayman, KY1-1001 and having registered number CO-98355 (the “**Creditor**”)

and

- (2) **EZBOB LIMITED** a company incorporated under the laws of England and Wales under company number 07852687 whose registered office is at 120 New Cavendish Street, London W1W 6XX, England (the “**Company**”).

NOW THIS DEED WITNESSES as follows:

1. Covenant to Pay

The Company covenants that it will on demand pay to the Creditor without deduction, set-off or counterclaim and discharge all monies and liabilities as defined below.

2. Monies and Liabilities

- 2.1 The words “**monies and liabilities**” mean all present and future monies obligations and liabilities due owing or incurred by the Company to the Creditor whether actual or contingent and on any account and whether owed or incurred alone or jointly and/or severally with another and as principal or as surety or in any other capacity or of any nature including but without prejudice to the generality of the foregoing interest discount commission and other lawful costs charges and expenses (both before and after judgement) however incurred by the Creditor in relation to this Debenture or to such monies obligations or liabilities on a full indemnity basis with such interest being calculated and compounded from time to time in accordance with the terms agreed between the Company and the Creditor (if any) and in the absence of any such agreed terms calculated and compounded from time to time according to the then current practice of the Creditor at the rate of 3 per cent. per annum over the then prevailing one month London Interbank Offered Rate (as conclusively determined by the Creditor) in the currency in respect of which demand has been made or any amount is owed.
- 2.2 The monies and liabilities shall include those undertaken by the Company under a different company name or style to that stated in this Debenture and the Company’s liability under this Debenture shall continue and this Debenture shall be available to the Creditor despite any change in the name or business of the Company or in its constitution (whether by amalgamation consolidation reconstruction or otherwise).

3. Continuing Security

The security created by this Charge is continuing and extends to the ultimate balance of the monies and liabilities, regardless of any intermediate payment or discharge in whole or in part, and shall remain in full force and effect until released by the Creditor or otherwise determined under this Charge.

4. Charges

4.1 The Company with full title guarantee charges in favour of the Creditor as continuing security for the payment or discharge of the monies and liabilities:

4.1.1 by way of legal mortgage all and every interest in or over the freehold, leasehold or other immovable property now belonging to the Company including (but not limited to) the property described in Schedule 1 including all buildings fixtures and fittings on such property subject only to the encumbrances (if any) referred to in Schedule 2;

4.1.2 by way of fixed charge (second only to the encumbrances (if any) referred to in Schedule 2) all estates and interests both present and future of the Company in any freehold, leasehold or other immovable property including all buildings, fixtures and fittings on such property not effectively mortgaged under Clause 4.1.1;

4.1.3 by way of fixed charge (second only to the encumbrances (if any) referred to in Schedule 2) the benefit of all rights licenses guarantees rent deposits contracts deeds undertakings and warranties relating to the property referred to in Clauses 4.1.1 and 4.1.2;

4.1.4 by way of fixed charge (second only to the encumbrances (if any) referred to in Schedule 2) all plant, machinery, vehicles, computers and other equipment of the Company both present and future, including spare parts and replacements, whether or not located on or forming part of the freehold, leasehold or other immovable property described in Clauses 4.1.1 and 4.1.2 and specified in Schedule 3 and such other property as may be particularly described and notified in writing to the Creditor from time to time;

4.1.5 by way of fixed charge (second only to the encumbrances (if any) referred to in Schedule 2) all book debts both present or future due owing or incurred to the Company (together with all security for and all indemnities in respect of such book debts or other rights enabling the Company to enforce the same) and their proceeds (the “**Restricted Debts**”) but excluding such debts (if any) and their proceeds as the Creditor may from time to time now or after the date of this Debenture have agreed in writing with the Company shall not be subject to this fixed charge (the “**Unrestricted Debts**”);

4.1.6 by way of fixed charge (second only to the encumbrances (if any) referred to in Schedule 2) all other debts both present or future due owing or incurred to

the Company (together with all security for and all indemnities in respect of such debts or other rights enabling the Company to enforce the same);

- 4.1.7 by way of fixed charge (second only to the encumbrances (if any) referred to in Schedule 2) all moneys of the Company from time to time standing to the credit of any account with any person and the debts represented by them;
- 4.1.8 by way of fixed charge (second only to the encumbrances (if any) referred to in Schedule 2) all stocks shares bonds or other securities and investments (certificated and uncertificated) both present or future belonging to or held in any account or by any nominee on behalf of the Company together with all dividends, income and other rights relating to them;
- 4.1.9 by way of fixed charge (second only to the encumbrances (if any) referred to in Schedule 2) all rights in intellectual property (including, but not limited to, contract rights in patents, inventions, copyrights, design rights, trademarks, service marks, database rights, confidential information, know-how, domain names and business names) both present or future owned or held by the Company;
- 4.1.10 by way of fixed charge (second only to the encumbrances (if any) referred to in Schedule 2) all present and future contracts and policies of insurance in which the Company now or after the date of this Debenture has an interest and their proceeds;
- 4.1.11 by way of fixed charge (second only to the encumbrances (if any) referred to in Schedule 2) all goodwill and uncalled capital for the time being of the Company;
- 4.1.12 by way of fixed charge (second only to the encumbrances (if any) referred to in Schedule 2) the benefit of all licences, consents and authorisations held or utilised by the Company both present or future;
- 4.1.13 by way of fixed charge (second only to the encumbrances (if any) referred to in Schedule 2) the benefit of any present or future interest rate swap, currency swap, cap or collar arrangement, future, option, forward rate agreement or other derivative instrument (however described) or any other agreement both present or future with any person for protecting or hedging any obligation or liability of the Company to any person;
- 4.1.14 by way of first fixed charge, the benefit of (subject to the assignment pursuant to the encumbrances (if any) referred to in Schedule 2) all the Company's interest in any contract and in any collateral warranties with trade contractors or professionals relating to the freehold, leasehold and other immovable property described in Clause 4.1.1 and 4.1.2; and
- 4.1.15 by way of floating charge (second only to the encumbrances (if any) referred to in Schedule 2) all the undertaking, assets and rights of the Company (both

present and future and of whatever nature) not otherwise effectively mortgaged, charged or assigned to the Creditor by way of fixed mortgage, charge or assignment under Clauses 4.1.1 to 4.1.14 (inclusive).

4.2 The property described in Clauses 4.1.1 to 4.1.15 (inclusive) is referred to in this Debenture as the “**Charged Property**”. Notwithstanding the foregoing, the funds described in Schedule 4 shall not be Charged Property.

4.3 The Creditor may at any time by notice in writing to the Company convert the floating charge created by Clause 4.1.15 into a fixed charge over all or any part of the property and assets which for the time being are the subject of such floating charge if this Debenture has become enforceable, and in the event the Company charges pledges or otherwise encumbers (whether by way of fixed or floating security) any of the Charged Property which is subject to the floating charge created by Clause 4.1.15 or attempts to do so without the prior consent in writing of the Creditor or any person levies or attempts to levy any distress execution sequestration or other process against any of the Charged Property, the floating charge created by this Debenture over the assets the subject of such event shall automatically without notice operate as a fixed charge instantly such event occurs.

4.4 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to this Debenture and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986.

4.5 In respect of any part of or interest in the Charged Property title to which is registered at HM Land Registry the Company applies to the Chief Land Registrar to enter the following restriction on the register of the title to such property;

“No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, [not being a charge registered before the entry of this restriction,] is to be registered without a written consent by the proprietor for the time being of the charge dated _____ in favour of LIQUIDITY CAPITAL II L.P. referred to in the charges register”.

4.6 Notwithstanding any other provision of this Debenture, the rights of the Creditor and the obligations of the Company under this Debenture are subject in all respects to the rights of Mizrahi Tefahot Bank Limited pursuant to the encumbrances (if any) referred to in Schedule 2, and in the event of any contradiction, inconsistency or incompatibility between the terms of this Debenture and the terms of the said encumbrances, the terms of the said encumbrances will prevail.

5. Representations and Warranties

The Company represents and warrants as continuing representations and warranties which are deemed to be repeated during the continuance of the security created by this Debenture, that:

- 5.1 it is a limited liability company, duly incorporated and validly existing under the laws of its jurisdiction of incorporation and has power to carry on its business as it is now being conducted and to own property and other assets;
 - 5.2 the execution, delivery and performance of this Debenture is within the corporate powers of the Company, has been duly authorised by all necessary corporate and other action and does not and will not conflict with or constitute a breach of (i) any law or regulation applicable to it or (ii) the Memorandum and Articles of Association or other constitutive documents of the Company or (iii) any agreement or instrument binding on the Company;
 - 5.3 the obligations and liabilities expressed to be assumed by the Company under this Debenture are legal, valid, binding and enforceable obligations of the Company;
 - 5.4 all authorisations, consents, approvals, resolutions, licences, exemptions, filings or registrations required or desirable under any applicable law or regulation (i) to enable it lawfully to carry on its business and to enter into, exercise its rights and comply with its obligations in this Debenture, and (ii) to make this Debenture admissible in evidence in its jurisdiction of incorporation have been obtained or effected and are in full force and effect;
 - 5.5 it is absolutely, solely and beneficially entitled to the Charged Property, the rights of the Company in respect of the Charged Property are free from any mortgage, charge, pledge, lien or other encumbrance (other than those created by this Debenture or any prior charge listed in Schedule 2) and the Company has not assigned, transferred or otherwise disposed of the Charged Property (other than by this Debenture); and
 - 5.6 this Debenture creates the security interests it purports to create and is not liable to be avoided or otherwise set aside on the winding-up or administration of the Company or otherwise.
6. Restrictions
- 6.1 The Company shall not, except with the prior written consent of the Creditor or as expressly permitted by this Debenture:
 - 6.1.1 convey, assign, sell, lease, transfer or otherwise dispose of, by one or more transactions or series of transactions (whether related or not), the whole or any part of the property charged to the Creditor by way of legal mortgage or fixed charge or assignment or enter into any agreement to do so;
 - 6.1.2 create, purport to create or permit to subsist any mortgage charge lien pledge or other encumbrance over the whole or any part of the property charged to the Creditor by way of legal mortgage or fixed charge or assignment;
 - 6.1.3 release exchange compound set off grant time or indulgence in respect of or in any other manner deal with the property charged to the Creditor by way of legal mortgage fixed charge or assignment;

- 6.1.4 deal with all or any of the Unrestricted Debts or the other property for the time being charged to the Creditor by way of floating charge otherwise than in the ordinary course of getting in and realising the same (which course shall not include or extend to the selling or assigning or in any other way factoring or discounting of any of such debts or securities) and prior to any conversion of such floating charge to a fixed charge;
 - 6.1.5 create or permit to subsist over all or any of the Unrestricted Debts or the other property for the time being charged to the Creditor by way of floating charge any mortgage charge lien pledge or other security ranking in priority to or pari passu with this Debenture (other than the encumbrances (if any) referred to in Schedule 2);
 - 6.1.6 part with sell or dispose of all or (except in the ordinary course of the Company's business and for the purpose of carrying on the same) any of the Unrestricted Debts or the other property for the time being charged to the Creditor by way of floating charge;
 - 6.1.7 subject to Clause 6.2, pay or procure that any amount paid to the Company (other than the funds referred to in Schedule 4) is paid into any account other than the Special Account or such other account as the Creditor may from time to time direct; or
 - 6.1.8 otherwise agree to any disposition or variation of the rights attaching to the Charged Property.
- 6.2 Notwithstanding the provisions of Clause 6.1.7, the Company may pay or procure that amounts relating to customer loans:
- 6.2.1 which have been made by the Company to its customers in the normal course of the Company's business; and
 - 6.2.2 which have not been financed by AMERICAN EXPRESS SERVICES EUROPE LIMITED or its affiliate,
- are paid into the Company's general collections account referred to in paragraph 3 of Schedule 4, provided that the Company shall, on each business day, transfer to the Special Account all such amounts which have been received in such general collections account.
- 6.3 For the avoidance of doubt, all amounts payable to the Company under or in connection with the ESME Contract, the Intesa Contract, or the Metro Bank Contract shall be paid directly to the Special Account or such other account as the Creditor may from time to time direct.

7. Special Account

The Company shall:

- 7.1 get in and realise in the ordinary course of its business (which shall not extend to selling or assigning or in any other way factoring or discounting the same) all monies and claims deriving from the property charged to the Creditor by way of legal mortgage, fixed charge or assignment including but not limited to the Restricted Debts and hold the proceeds of such getting in and realisation (until payment to the Special Account as provided below) upon trust for the Creditor;
- 7.2 pay the proceeds of such getting in and realisation into such separate and denominated account with the Creditor or with such bank as the Creditor may require (the “**Special Account**”);
- 7.3 not be entitled to withdraw from the Special Account all or any monies standing to the credit of the Special Account or otherwise deal with all monies and claims deriving from the property charged to the Creditor by way of legal mortgage, fixed charge or assignment and in particular shall not assign charge factor or discount the same prior to the discharge of this Debenture except with the prior consent of the Creditor; and
- 7.4 At any time after the expiry of the encumbrances (if any) referred to in Schedule 2, if called upon to do so by the Creditor execute a legal assignment of such property to the Creditor in such terms as the Creditor may require and give such notice of such assignment to the debtors from whom the monies and claims are due owing or incurred and take any such other steps as the Creditor may require to perfect such legal assignment.

8. Undertakings Relating to the Charged Property

Until this Debenture is discharged the Company shall:

- 8.1 conduct and carry on its business in a proper and efficient manner and not make any substantial alteration in the nature of or mode of conduct of that business and keep or cause to be kept proper books of account relating to such business;
- 8.2 keep all buildings and other tangible Charged Property in good and substantial repair and in good working order provided that the Creditor may (but without being under any duty to do so) itself repair such buildings and other tangible Charged Property (and the Company shall forthwith reimburse the Creditor for all costs incurred by the Creditor in doing so) and may for that purpose enter upon any land of the Company without being deemed to have gone into possession of such land;
- 8.3 insure and keep insured all buildings and other insurable Charged Property with such insurer and against fire and such other risks and in such amounts and otherwise upon such terms as the Creditor may require (and failing such requirement in accordance with the practice in respect of assets of the same type from time to time current among prudent companies engaged in business similar to the Company) provided that the Creditor may (but without being under any duty to do so) itself insure and keep insured any of the buildings and other insurable tangible Charged Property which the Company has in this clause covenanted to insure and the Company shall be liable to the Creditor for the premiums and any other expenses incurred by the Creditor in so doing;

- 8.4 pay all premiums and other monies necessary for effecting and maintaining such insurances within one week of the same becoming due provided that the Creditor may (but without being under any duty to do so) itself pay such premiums and other monies and the Company shall be liable to the Creditor for the expenses incurred by the Creditor in so doing and ensure that every insurance policy contains a first loss payee clause and a standard mortgagee protection clause, by which such insurance will not be invalidated, vitiated or avoided as against a mortgagee in the event of any misrepresentation, act, neglect or failure to disclose on the part of the insured;
- 8.5 At any time after the expiry of the encumbrances (if any) referred to in Schedule 2, procure that the interest of the Creditor is noted upon all policies of such insurance and (if the Creditor so requires) effect such insurance in the joint names of the Company and the Creditor and (if the Creditor so requires) produce to or deposit with the Creditor all such policies and the receipts for all premiums and other payments necessary for effecting and keeping up such policies;
- 8.6 procure that all sums at any time payable under any of such policies of insurance are paid to the Creditor (and unless paid directly to the Creditor by the insurers then the Company shall be trustee of any such sum for the benefit of the Creditor and shall account to the Creditor accordingly). Such sums shall at the option of the Creditor be applied in making good or recouping all expenditures in respect of the loss or damage for which such sums are received or (but subject to Clause 19) in or towards the discharge or reduction of any of the monies and liabilities;
- 8.7 not without the prior written consent of the Creditor pull down or remove the whole or any part of any buildings forming part of the land charged by this Debenture or sever or unfix or remove any of the fixtures to such buildings (except for the purpose of effecting necessary repairs or improvements provided in each case that the relevant plans have first been approved by the Creditor in writing);
- 8.8 not without the prior written consent of the Creditor remove any of the tangible Charged Property and whenever any such property is destroyed or damaged or deteriorates forthwith repair and make good the same or, if it is impossible to repair cost effectively, replace the same provided that in the case of tangible Charged Property subject to a fixed charge the prior written consent of the Creditor has been obtained;
- 8.9 comply and procure compliance by any occupier of the Charged Property with all applicable laws or regulations relating to the following matters namely the pollution or protection of the environment, harm to or the protection of human health, the conditions of the workplace and any emission or substance capable of causing harm to any living organism or the environment (all such matters being together “**Environmental Matters**”) applicable to the Company or its subsidiaries or their respective businesses or to the Charged Property and with any licence or approval relating to Environmental Matters and obtain and maintain in full force and effect all such licences and approvals as are necessary or desirable or obtained by prudent companies with similar assets or carrying on similar businesses and promptly on receipt provide the Creditor with copies of all such licences and approvals and of any amendments to them. The Creditor or its agents shall have power

at reasonable times at the expense of the Company to enter on and inspect any of the Charged Property for compliance with this covenant;

8.10 promptly on becoming aware of the same notify the Creditor in writing of:

8.10.1 any indication that any of the Charged Property is or might be identified as contaminated land within the meaning of Part IIA of the Environmental Protection Act 1990;

8.10.2 any claim notice of violation prosecution official warning abatement or other order relating to Environmental Matters or requiring compliance with any environmental law or regulation or with any licence or approval relating to Environmental Matters which is pending or threatened against the Company or any of its subsidiaries or any of their respective officers in their capacity as such or against any of the Charged Property or its occupier or of any requirement to make any investment or expenditure or to take or desist from taking action which might have a material adverse effect on the Company or any of its subsidiaries or on any of the Charged Property;

8.10.3 the existence or recent existence of any Environmental Matters at any of the properties occupied by the Company or any of its subsidiaries which may give rise to any environmental liability and take or procure the taking of all necessary action to remedy or remove or prevent the incursion of such Environmental Matters in a manner that complies with all environmental laws or regulations;

8.10.4 any facts or circumstances entitling any environmental licence or approval to be revoked suspended amended or not renewed and of any requirement to make any investment or expenditure or to take or desist from taking any action where this might have a similar effect; and

8.10.5 full details of any inspections investigations audits tests or other analyses concerning Environmental Matters relating to the Company or any of its subsidiaries or to any of the Charged Property;

8.11 punctually pay and indemnify the Creditor and any Receiver against all existing and future rent rates taxes duties charges assessments impositions and outgoings whatsoever (whether imposed by agreement statute or otherwise and whether in the nature of capital or revenue or otherwise) now or at any time during the continuance of this security payable in respect of the Charged Property or any part of it or by its owner or occupier. If any such sums are paid by the Creditor or by any such Receiver the Company shall reimburse the Creditor or such Receiver for such sums on demand with interest at the rate set out in Clause 2.1;

8.12 permit the Creditor, its officers, employees and agents free access at all reasonable times to view the state and condition of the Charged Property without becoming liable to account as a mortgagee in possession;

- 8.13 provide the Creditor, its employees, professional advisers and agents with all such information respecting the Company's business as the Creditor may from time to time reasonably require;
- 8.14 within 7 days after becoming aware of it give full particulars to the Creditor of any notice order direction designation resolution or proposal having specific application to the land charged by this Debenture or to the locality in which it is situate given or made whether by any private individual, or by any planning authority, any authority possessing power of compulsory acquisition or other public body or authority whatsoever and (if the Creditor so requires) forthwith and at the cost of the Company take all reasonable and necessary steps to comply with any such notice order direction designation or resolution and make or join with the Creditor in making such appeals objections or representations in respect of any such proposal as the Creditor may desire;
- 8.15 observe and perform all covenants stipulations and conditions to which the land charged by this Debenture is now or in the future may be subjected and (if the Creditor so requires) produce to the Creditor evidence sufficient to satisfy the Creditor that such covenants stipulations and conditions have been observed and performed and (but without limitation) as regards any lease under which all or any part of such land is held duly and punctually pay all rents becoming due or to become due under such lease and perform and observe all the covenants and conditions by the tenant in such lease;
- 8.16 not without the prior written consent of the Creditor grant or agree to grant any licence lease or tenancy affecting all or any part of the land charged by this Debenture nor exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by sections 99 and 100 of the Act nor in any other way dispose or agree to dispose of or create any legal or equitable estate or interest in the land charged by this Debenture or any part of it without the prior written consent of the Creditor;
- 8.17 procure that no person shall be registered under the Land Registration Act 2002 as proprietor of the land charged by this Debenture or any part of it nor create or permit to arise any unregistered interest over such land which overrides first registration or which overrides a registered disposition under Schedule 1 or Schedule 3 respectively of the Land Registration Act 2002 nor permit any person to become entitled to any proprietary right or interest which might affect the value of such land and the Company shall be liable for the costs incurred by the Creditor in lodging from time to time restrictions or notices against the registration of the title to all or any of such land;
- 8.18 not without the prior written consent of the Creditor make any application for planning permission whether for operational development or for change of use, make any application for listed building consent or other consent relating to the use or development of land, enter into any agreement or undertaking under section 106 of the Town and Country Planning Act 1990, section 33 of the Local Government (Miscellaneous Provisions) Act 1982 or section 38 of the Highways Act 1980 or any similar act, or carry out or permit or suffer to be carried out on the land charged by this Debenture any development as defined in the Town and Country Planning Act 1990 or change or permit or suffer to be changed the use of such land;

- 8.19 procure that no person shall be or become entitled to any proprietary right or interest in respect of all or any part of the Charged Property;
- 8.20 not (without the prior written consent of the Creditor) form or acquire any subsidiary or transfer sell lease or dispose of any Charged Property to any connected person (as defined by section 249 of the Insolvency Act 1986) save on terms previously approved in writing by the Creditor;
- 8.21 not do or cause or permit to be done anything which may in any way depreciate jeopardise or otherwise prejudice the value to the Creditor of the security created by this Debenture and not (without the prior written consent of the Creditor) incur any expenditure or liabilities of an exceptional or unusual nature;
- 8.22 not (without the prior written consent of the Creditor) redeem or purchase its own shares nor pay an abnormal amount by way of dividend;
- 8.23 inform the Creditor immediately on contracting to purchase any estate or interest in any freehold leasehold or other land and to supply the Creditor with such details of the purchase as the Creditor may from time to time require including any encumbrances on the land;
- 8.24 subject to any prior charge made known to the Creditor deposit with the Creditor and permit the Creditor during the continuance of this security to hold and retain the following:
- 8.24.1 all deeds and documents of title relating to all freehold leasehold or other land from time to time belonging to the Company;
- 8.24.2 all stock and share certificates and documents of title relating to the securities charged under this Debenture and such instruments of transfer signed by the Company with the remainder in blank and other documents as the Creditor may from time to time require for perfecting its title to such securities (duly executed by or signed on behalf of the registered holder) or for vesting or enabling it to vest the same in itself or its nominees or in any purchaser;
- 8.24.3 all assurance policies from time to time effected by the Company on the lives of key officers and employees; and
- 8.24.4 all such documents relating to the Charged Property as the Creditor may from time to time require;
- 8.25 if required by the Creditor procure that each subsidiary of the Company shall guarantee to the Creditor payment of the monies and liabilities and charge all its undertaking property and assets to secure the same in such manner as the Creditor may from time to time require;
- 8.26 immediately notify the Creditor in writing of any encumbrance on any Charged Property in which the Company acquires a beneficial interest after the date of this Debenture or any change in its rights arising out of or in connection with Charged Property; and

- 8.27 immediately notify the Creditor in writing of the occurrence of any of the events of default however described under any document or agreement under which any of the monies and liabilities arises or which records their terms or of the occurrence of any event which with the lapse of time giving of notice or the making of any determination would or may constitute any such event of default.

9. Securities

- 9.1 Until this Debenture is discharged the Company shall:

9.1.1 at any time after this Debenture has become enforceable at the request of the Creditor promptly procure the registration of the transfer of the securities charged under it to the Creditor (or its nominees as the Creditor may require) the entry of the Creditor (or its nominees as the Creditor may require) in the register of members of the relevant company as the holder or holders of the securities and the issue of new share certificates in respect of the securities to the Creditor (or its nominees as the Creditor may require);

9.1.2 upon the accrual, offer, issue or receipt of any additional shares deliver or pay to the Creditor or procure the delivery or payment to the Creditor of all such additional shares or the stock or share certificates or other documents of title to or representing them, together with such duly executed transfers or assignments with the name of the transferee, date and consideration left blank as the Creditor may require;

9.1.3 until the earlier of the date upon which this Debenture has become enforceable or the securities are registered in the name of the Creditor (or its nominees) be entitled to:

- (a) receive and retain all dividends, interest and other income deriving from and received by it in respect of the securities charged under this Debenture; and
- (b) exercise all voting and other rights and powers attached to such securities if doing so does not adversely affect the securities and if not otherwise inconsistent with this Debenture.

- 9.2 While this Debenture is enforceable, all dividends, interest and other income forming part of the securities charged under it shall, unless otherwise agreed between the Creditor and the Company, be paid without any set-off or deduction whatsoever to an interest bearing suspense account in the name of the Creditor and shall be retained by the Creditor until applied as provided in this Debenture as part of the securities and any such monies which may be received by the Company shall, pending such payment, be held in trust for the Creditor.

- 9.3 The Creditor shall not have any duty as to any securities and shall incur no liability for any action or inaction it takes in respect to such securities.

10. Application of Monies

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11. Independence of this Debenture

This Debenture shall be in addition to and independent of every other security including any other negotiable instruments, mortgages, charges, guarantees, indemnities and any other securities whatsoever which the Creditor may at any time hold from the Company or from any other person, firm or company and shall not merge with or otherwise affect such other security or any contractual legal or equitable rights of the Creditor.

12. Enforcement

12.1 The security created by this Debenture shall become immediately enforceable upon and at any time after the making of a demand for payment of all or part of the monies and liabilities or the occurrence of an event of default (however described) under any document or agreement under which any of the monies and liabilities arises or which records their terms. After the security created by this Debenture has become enforceable the Creditor may in its discretion enforce all or any part of such security in any manner it sees fit.

12.2 Upon the security created by this Debenture becoming enforceable the powers of sale and of appointing a receiver conferred by section 101 of the Act shall immediately arise and become exercisable by the Creditor free from the restrictions contained in sections 103 and 109 of the Act (which shall not apply to this security) and at any time thereafter (whether or not any event of default is continuing) or at any time if requested by the Company in writing the Creditor may appoint by deed or by writing under hand of a duly authorised officer of the Creditor or in the case of an administrator by notice of appointment in the prescribed form or, in either case, in any other manner permitted by law, any one or more person or persons to be:

12.2.1 a Receiver (which expression shall where the context so admits include any person substituted as Receiver under the power contained in this Debenture) of all or any of the Charged Property; or

12.2.2 an administrator or administrators of the Company,

in each case in accordance with and to the extent permitted by applicable laws and may from time to time by deed or by writing under hand of a duly authorised officer of the Creditor (and subject to any requirement for an order of the court in the case of an administrative receiver) remove any person appointed to be the Receiver and may in like manner appoint another in his place.

12.3 In addition, to the fullest extent permitted by law, any right, power or discretion conferred by this Debenture (either expressly or impliedly) or by law upon a Receiver of the Charged Property or any of it may after the security created by this Debenture has become enforceable be exercised by the Creditor without first appointing a Receiver or notwithstanding the appointment of a Receiver.

- 12.4 The consideration for any sale or other disposal of the Charged Property by the Creditor or any Receiver in the exercise of their respective powers may (in addition to that permitted under the Act on a sale by the Creditor) consist of cash, shares, or other valuable consideration, may fluctuate according to or dependent upon profit or turnover or be determined by a third party, and may be payable in a lump sum or in instalments (with or without security).
- 12.5 No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Creditor or any Receiver to exercise any of the powers conferred by this Debenture has arisen or not or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.
- 12.6 The Creditor shall not nor shall the Receiver be liable to account as mortgagee in possession in respect of all or any of the Charged Property nor be liable for any loss upon realisation or (in the absence of gross negligence or wilful default) for any neglect or default of any nature whatsoever in connection with all or any of the Charged Property for which a mortgagee in possession might as such be liable and all costs charges and expenses incurred by the Creditor or the Receiver (including the costs of any proceedings in relation to this Debenture or to the monies and liabilities) shall be paid by the Company on a full indemnity basis.
- 12.7 The powers of leasing, letting, entering into agreements for leases or lettings and accepting and agreeing to accept surrenders of leases conferred by sections 99 and 100 of the Act shall be exercisable by the Creditor at any time after the security created by this Debenture has become enforceable and whether or not the Creditor shall then be in possession of the premises proposed to be leased, so as to authorise the Creditor to make a lease or agreement for lease at a premium and for any length of time and generally without any restriction on the kinds of leases and agreements for lease that the Creditor may make and generally without the necessity for the Creditor to comply with any restrictions imposed by or the other provisions of sections 99 and 100 of the Act.
- 12.8 Section 93 of the Act shall not apply to this security or to any security given to the Creditor pursuant to this Debenture.
- 12.9 The Creditor may redeem at any time any encumbrance having priority to the charges created by this Debenture or procure the transfer of such encumbrance to itself and may settle and pass the accounts of the encumbrancer and any account so settled and passed shall be conclusive and binding on the Company and all monies paid by the Creditor to the encumbrancer in accordance with such accounts shall as from such payment be due from the Company to the Creditor on current account and shall bear interest and be secured as part of the monies and liabilities.
- 12.10 To the extent that the Charged Property constitutes “**financial collateral**” and this Debenture and the obligations of the Company under it constitute a “**security financial collateral arrangement**” (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003) each Receiver and the Creditor shall have the right

after the security created by this Debenture has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the monies and liabilities.

- 12.11 For the purpose of Clause 12.10 above, the value of the financial collateral appropriated shall be such amount as the Receiver or Creditor reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

13. Receiver

- 13.1 The power to appoint a Receiver conferred by this Debenture shall be in addition to all statutory and other powers of the Creditor under the Act and the power to appoint a receiver conferred by this Debenture or by statute shall be and remain exercisable by the Creditor notwithstanding any prior appointment in respect of all or any part of the Charged Property.
- 13.2 The Receiver shall be the agent of the Company and the Company shall be solely responsible for his acts, omissions, defaults and remuneration.
- 13.3 If at any time any two or more persons appointed by the Creditor hold office as Receivers of the same assets or income, each of them may (unless otherwise stated in the instrument(s) appointing them) exercise all powers and discretions conferred on Receivers by this Debenture individually and to the exclusion of the other or others of them.

14. Powers of the Receiver

Every Receiver shall (subject to any limitations or restrictions expressed in the instrument appointing him) have power in the name of the Company:

- 14.1 to exercise all powers provided for in the Act in the same way as if the Receiver had been duly appointed under the Act and, in the case of a Receiver who is an administrative receiver, in addition the powers conferred by section 29 of and Schedule 1 to the Insolvency Act 1986;
- 14.2 to take possession of collect and get in the Charged Property in respect of which he is appointed or any part of it and for that purpose to make such demands and take any proceedings as he thinks fit;
- 14.3 to carry on manage develop reconstruct amalgamate or diversify or concur in carrying on managing developing reconstructing amalgamating or diversifying the business of the Company;
- 14.4 without the restrictions imposed by section 103 of the Act or the need to observe any of the provisions of sections 99 and 100 of the Act:
- 14.4.1 to sell and assign all or any of the Charged Property in respect of which the Receiver is appointed in such manner and generally on such terms and conditions and for such consideration as he thinks fit,

- 14.4.2 to let surrender or accept surrenders grant licences or otherwise dispose of or deal with all or any of the Charged Property or concur in so doing in such manner for such consideration and generally on such terms and conditions as he thinks fit with full power to convey let surrender accept surrenders or otherwise transfer or deal with such Charged Property in the name and on behalf of the Company or otherwise and for that purpose may execute any deed, receipt or other document and so that covenants and contractual obligations may be granted and assumed in the name of and so as to bind the Company (or other estate owner) if the Receiver shall consider it necessary or expedient so to do;
- 14.4.3 plant machinery fixtures fittings and equipment may be severed and sold separately from the premises containing them; and
- 14.4.4 the Receiver may apportion any rent and the performance of any obligations affecting the premises sold without the consent of the Company;
- 14.5 without any further consent by or notice to the Company exercise on behalf of the Company all the powers and provisions conferred on a landlord or a tenant by the Landlord and Tenant Acts 1927 to 1988, the Rent Acts 1974 to 1985, the Agricultural Holdings Acts 1986 to 2000 or any other legislation from time to time in force relating to rents or agriculture in respect of any part of the Charged Property but without any obligation to exercise any of such powers and without any liability in respect of powers so exercised or omitted to be exercised;
- 14.6 to make any arrangement or compromise between the Company and any other person including the Creditor as he thinks fit;
- 14.7 to make effect and complete such improvements development and works of repair to the buildings land and other tangible Charged Property as he thinks fit and to apply for and obtain any planning or other permissions, approvals, consents or licenses as may be necessary;
- 14.8 to make calls conditionally or unconditionally on the members of the Company in respect of the uncalled capital with such and the same powers for that purpose and for the purpose of enforcing payments of any calls so made as are by the Articles of Association or other constitutive documents of the Company conferred on its directors in respect of calls authorised to be made by them;
- 14.9 to engage and pay for the services of such lawyers, accountants, valuers, surveyors and other professional advisers (including his own firm) and to appoint managers officers employees contractors and agents for the purposes of exercising any power referred to in this Clause upon on such terms and for such periods as he thinks fit;
- 14.10 if he thinks fit but without prejudice to the indemnity contained in Clause 17 to effect with any insurer any policy or policies of insurance either in lieu or satisfaction of or in addition to such indemnity;

- 14.11 for any of the purposes authorised by this Clause to raise money by borrowing from the Creditor or from any other person on the security of all or any of the Charged Property in respect of which the Receiver is appointed upon such terms (including if the Creditor shall consent terms under which such security ranks in priority to all or any of the charges created by this Debenture) as he thinks fit;
- 14.12 to make such elections for value added tax as he thinks fit;
- 14.13 to dispose of any chattels and produce found on the Charged Property as agent for the Company and without prejudice to any obligation to account for the proceeds of any such chattels or produce and the Receiver shall be indemnified by the Company against any liability arising from such disposal;
- 14.14 to do all such other acts and things as he may consider to be incidental or conducive to any of the matters or powers referred to in this Clause or which the Receiver lawfully may or can do as agent for the Company;
- 14.15 to exercise in relation to the Charged Property all powers, authorities and things which he could exercise if he were the absolute beneficial owner of the Charged Property; and
- 14.16 to exercise any of the above powers on behalf of the Company or on his own behalf or in the case of the powers contained in Clause 14.8 on behalf of the directors of the Company.

15. Application of Proceeds

All money received by the Creditor or by any Receiver in the exercise of any powers conferred by this Debenture other than insurance proceeds shall subject to claims having priority to the security created by this Debenture be applied after the discharge of the remuneration and expenses of the Receiver in or towards satisfaction of such of the monies and liabilities and in such order as the Creditor in its absolute discretion may from time to time conclusively determine (save that the Creditor may credit the same to a suspense account for so long and in such manner as the Creditor may from time to time determine and the Receiver may retain the same for such period as he and the Creditor consider expedient).

16. Power of Attorney

The Company by way of security irrevocably appoints the Creditor and the persons deriving title under it and separately any Receiver to be its attorney in its name and on its behalf and as its act and deed or otherwise to execute and complete any documents which the Creditor may require for perfecting its title to or for vesting the Charged Property both present and future in the Creditor or its nominees or in any purchaser and otherwise generally to sign seal execute deliver and otherwise perfect any such legal or other mortgage charge or assignment referred to in Clause 20 and all such deeds and documents and to do all such acts and things as may be required for the full exercise of the powers conferred by this Debenture including any sale lease disposition realisation or getting in

of the Charged Property and including (without prejudice to the generality of the foregoing) the insertion in Schedule 1 of the title number and details of any land now or in the future vested in the Company the title to which is or shall become registered at H.M. Land Registry and the insertion in Schedule 2 of any encumbrances on any such land. The Company covenants with the Creditor and separately with any such Receiver to ratify and confirm any deed document act and thing and all transactions which any such attorney may lawfully execute or do.

17. Indemnity

The Company agrees on demand by the Creditor to indemnify and hold harmless the Creditor and the Receiver from and against all actions claims losses expenses demands and liabilities whether arising out of contract tort equity or in any other way incurred or which may at any time be incurred by it or him or by any manager agent officer employee or contractor for whose liability act or omission it or he may be answerable for anything done or omitted to be done in the exercise or purported exercise of their powers under the provisions of this Debenture, but only insofar as the stated liabilities do not arise out of or as a result of the gross negligence or wilful default of the Creditor and the Receiver or any such representative of them. The Company shall pay interest on sums demanded under this indemnity at the interest rate set forth in Clause 2.1 (both before and after judgement).

18. Currency Indemnity

If any payment due from the Company under this Debenture is made or is satisfied in a currency (the “**Other Currency**”) other than the currency in which the relevant payment is due (the “**Contractual Currency**”), then to the extent that the payment (when converted into the Contractual Currency at the rate of exchange on the date of payment or, in the case of the winding-up, administration or insolvency of the Company, at the rate of exchange on the latest date permitted by applicable law for the determination of liabilities in such winding-up, administration or insolvency) actually received by the Creditor falls short of the amount expressed to be due under the terms of this Debenture, the Company shall, as a separate and independent obligation, indemnify the Creditor against the amount of such shortfall. For the purpose of this Clause “**rate of exchange**” means the rate at which the Creditor is able on the relevant date to purchase the Contractual Currency with the Other Currency and shall take into account any premium and other costs of exchange.

19. Suspense Account

All monies received recovered or realised by the Creditor under this Debenture (including the proceeds of any conversion pursuant to Clause 18) may in the discretion of the Creditor be credited to any interest bearing suspense or realisations account and may be held in such account for so long as the Creditor may think fit pending the application from time to time of such monies and accrued interest on them in or towards the discharge of any of the monies and liabilities.

20. Further Assurance

- 20.1 The Company shall at any time if and when required by the Creditor, at the Company's expense, execute such further legal or other mortgages fixed or floating charges or assignments in favour of the Creditor or such other deeds and documents and do all such other things as the Creditor shall from time to time require in respect of over all or any of the Charged Property both present and future including but not limited to assets specified in any notice converting the floating charge into a fixed charge, all freehold leasehold and other land present and future, the securities and the book and other debts revenues and claims of the Company and all rights and remedies relating to them both present and future (including any vendor's lien) to secure the monies and liabilities or to facilitate the realisation of the Charged Property or the exercise of the powers conferred on the Creditor or a Receiver appointed by it such further mortgages charges or assignments to be prepared by or on behalf of the Creditor at the cost of the Company and to contain immediate power of sale without notice and a clause excluding section 93 and the restrictions contained in section 103 of the Act and such other clauses for the benefit of the Creditor as the Creditor may reasonably require.
- 20.2 The Company shall, from time to time on demand of the Creditor and at the Company's cost, affix to such items of the Charged Property or endorse or cause to be endorsed on such documents as are referred to in Clauses 8.24 and 20.1 as the Creditor shall in each case stipulate, labels, signs or memoranda in such form as the Creditor shall require referring or drawing attention to the security constituted by or pursuant to this Debenture.
21. The Company's Accounts
- 21.1 If the Creditor receives, or is deemed to be affected by, notice of any subsequent encumbrance or other interest affecting any of the Charged Property the Creditor may open a new account for the Company with any bank of the Creditor's choosing (a **Creditor's Account**). If the Creditor does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice. As from that time all payments made to the Creditor will be treated as having been credited to the Creditor's Account and will not operate to reduce any amount for which this Debenture is security.
- 21.2 The Creditor shall be entitled (both before and after demand under this Debenture) to set off the liability of the Company to the Creditor under this Debenture against any credit balance on any Creditor's Account in whatever currency (whether current or otherwise or subject to notice or not and wherever located with any branch or subsidiary of the Creditor).
- 21.3 Notwithstanding any term to the contrary in relation to any deposit or credit balance on any Creditor's Account, no such deposit or credit balance shall be repayable by the Creditor to the Company until all liability of the Company to the Creditor under this Debenture has been discharged.
- 21.4 If the Company has more than Creditor's Account in whatever currency whether current or otherwise and subject to notice or not for the Company the Creditor may at any time without prior notice to the Company and without discharging or prejudicing or in any other way affecting the obligations and liabilities of the Company under this Debenture

forthwith combine any such account with or transfer all or any part of any balance outstanding to the credit of any such account to any other such account whether or not in debit.

22. Discharge

22.1 Upon the Company irrevocably and unconditionally paying and duly discharging all the monies and liabilities the Creditor shall, in the absence of any express written agreement between the Company and the Creditor to the contrary, at the request and cost of the Company discharge the security created by this Debenture.

22.2 Any settlement, discharge or release between the Company and the Creditor shall be conditional upon no security or payment to the Creditor by the Company or any other person being avoided or reduced by virtue of any provisions or enactment relating to bankruptcy administration or liquidation from to time in force. Subject to any limit in the total amount recoverable under the security created by this Debenture, the Creditor shall be entitled:

22.2.1 in the event of such avoidance or reduction, to recover the value or amount of any such security or payment from the Company subsequently as if such settlement discharge or release had not occurred; and

22.2.2 to retain any security held by it for the Company's liability until it is satisfied that it will not have to make any repayment under such law.

23. Costs of Execution, Administration and Enforcement

The Company shall on demand pay on a full indemnity basis all costs charges and expenses in any way incurred by the Creditor or any Receiver in relation to the execution administration perfection stamping registration and enforcement of this Debenture and the security created by it (including the costs of any proceedings in relation to this Debenture or the monies and liabilities) and until so paid shall carry interest at the rate set out in Clause 2.1 from the date of being incurred by the Creditor, or as the case may be, the Receiver.

24. Service of Demand

Any demand or notice under this Debenture or any writ or other originating process may be made or given by any manager or officer of the Creditor by letter addressed to the Company and delivered to the Company or sent by first class post or fax or other comparable means of communication to or left at the registered address of the Company or the address of the Company stated in this Debenture or as last notified in writing to the Creditor or in the case of fax the fax number notified to or last known to the Creditor and if sent by post shall be deemed to have been made or given at noon London time on the third day after the day the letter was posted and shall be effective notwithstanding that it be undelivered or be returned undelivered and in the case of fax or comparable means of communication during business hours of the Company then on the day of transmission, otherwise on the next following business day. Any communication to be given by the

Company under this Debenture shall be in writing and left at or posted to the Creditor at Sheshet Hayamin 30 St., Bnei -Brak, Israel and shall be deemed for the purposes of this Debenture to have been given only upon actual receipt by the Creditor.

25. Benefit of this Debenture

- 25.1 This Debenture shall bind and enure to the benefit of the Company and the Creditor and their respective successors.
- 25.2 The Creditor may assign or transfer all or any part of its rights and/or obligations under this Debenture without the consent of the Company. The Company shall enter into any documents specified by the Creditor to be necessary to give effect to such assignment or transfer.
- 25.3 The Company may not assign or transfer all or any part of its rights and/or obligations under this Debenture.
- 25.4 The Creditor may disclose to a potential assignee or transferee or to any other person who may propose entering into contractual relations with the Creditor in relation to this Debenture such information about the Company or the Charged Property as the Creditor considers appropriate.

26. Miscellaneous

- 26.1 The rights and remedies of the Creditor provided in this Debenture are in addition to and not in substitution for any rights or remedies provided by law, contract or otherwise.
- 26.2 No failure to exercise, nor any delay in exercising, on the part of the Creditor any right or remedy under this Debenture (each a “**right**”) shall impair or waive such right, nor shall any single or partial exercise of any right prevent its further or other exercise or the exercise of any other right.
- 26.3 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, this shall not affect or impair the legality, validity or enforceability of the remaining provisions of this Debenture nor the legality, validity or enforceability of such provision under the law of any other jurisdiction.
- 26.4 All payments to be made by the Company to the Creditor under this Debenture shall be made free and clear of and without deduction for any taxes, levies, imposts, duties, charges, fees, deductions, withholdings, conditions or restrictions of whatever nature. If the Company is obliged by law to make any such deduction or withholding from any such payment, the amount due from the Company in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Creditor receives an amount equal to the amount it would have received had no such deduction or withholding been required to be made.

- 26.5 A certificate of a manager or officer of the Creditor as to the amount for the time being of the monies and liabilities and of any interest and costs shall (apart from obvious mistakes) be conclusive evidence against the Company.
- 26.6 This Debenture will remain the property of the Creditor after any release or settlement of the Company's liability to the Creditor.
- 26.7 This Debenture may be executed in any number of counterparts, each of which shall be deemed to be an original, and which together shall constitute one and the same agreement.
- 26.8 A person who is not a party to this Debenture has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Debenture.
- 26.9 This Debenture shall remain in effect and binding on the Company notwithstanding any amalgamation or merger that may be effected by the Creditor with any other company and notwithstanding any reconstruction by the Creditor involving the formation of and transfer of the whole or any of its undertakings and assets to a new company and notwithstanding the sale or transfer of all or any part of its undertakings and assets to another company and whether or not the company with which the Creditor amalgamates or merges or the company to which it transfers all or part of its undertakings and assets either on a reconstruction or sale or transfer as aforesaid shall differ in its objects, character or constitution from the Creditor.
- 26.10 This Debenture may not be varied save by a document signed by or on behalf of the Company and the Creditor.
- 26.11 The terms of any agreement relating to the monies and liabilities and of any side letter between the parties to this Debenture are incorporated in this Debenture to the extent required to ensure that any purported disposition or agreement to dispose of the freehold leasehold or other immovable property contained in this Debenture is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- 26.12 The Company confirms its understanding and acknowledges that the Creditor has not and will not offer to provide nor shall it provide the Company with financial advice.

27. Interpretation

- 27.1 Unless the context otherwise requires, any reference in this Debenture to:

the “**Act**” means the Law of Property Act 1925;

the “**Creditor**” includes its successors and assigns;

the “**Company**” includes every person liable under this Debenture, any receiver administrator and liquidator of the Company and all subsidiaries of the Company and a “**subsidiary**” shall mean a company or corporation (a) controlled directly or indirectly by the Company (“**control**” meaning the principal is able to direct the affairs of the

subsidiary and/or to control the composition of its board of directors or equivalent body) or (b) more than half of the issued share capital of which is owned directly or indirectly by the Company or (c) which is a subsidiary of another subsidiary of the Company;

this “**Debenture**” includes and extends to any separate or independent stipulation or agreement contained in it or in any variation of it entered into pursuant to Clause 26.10;

the “**ESME Contract**” means the Framework Services Agreement between the Company and ESME Loans Ltd. dated 15/02/17, as amended on 13/08/20, and as further amended on or after the date of this Debenture;

“the “**Intesa Contract**” means the proposal for the supply of development services from the Company to Intesa Sanpaolo S.p.a. dated 15 October 2019, as amended on or after the date of this Debenture;

the “**Metro Bank Contract**” means the Framework Services Agreement between the Company and Metro Bank plc dated 1 March 2020, as amended on or after the date of this Debenture;

“**Receiver**” means a receiver or receiver and manager or administrative receiver appointed by the Creditor under this Debenture or pursuant to any statute;

a person includes a company, partnership and/or unincorporated association;

the singular includes the plural and vice versa and words importing any gender shall include any other gender;

statutory provisions include reference to any modification or re-enactment of those provisions for the time being in force; and

the winding-up, administration or dissolution of a company includes any equivalent or analogous proceedings under the law of the jurisdiction in which such company is incorporated or any jurisdiction in which such company carries on business.

27.2 Headings and titles included in this Debenture are for convenience only and do not affect its interpretation.

28. Governing Law

This Debenture is governed by English law.

29. Jurisdiction

29.1 The courts of England have exclusive jurisdiction to settle any dispute (a “**Dispute**”) arising out of or in connection with this Debenture (including a dispute regarding the existence, validity or termination of this Debenture).

29.2 It is agreed that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

Ref: ST001 – Debenture.DOC

Page: 25 of 31

- 29.3 This Clause 29 is for the benefit of the Creditor only. As a result, the Creditor shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Creditor may take concurrent proceedings in any number of jurisdictions.

EXECUTED and delivered as a Deed on the date stated at the beginning of this document.

Executed as a Deed
by **Ezbob Limited**
acting by two directors:

Signature: Reuven Ben Menachem
Reuven Ben Menachem, Director

Signature: Tomer Gurriel
Tomer Gurriel, Director

Or

Executed as a Deed
by **Ezbob Limited**
acting by a director:

Signature: _____
Director

In the presence of:

Signature of witness: _____

Name of witness: _____

Address: _____

Ref: ST001 – Debenture.DOC

Page: 27 of 31

Signed as a Deed
for and on behalf of
Liquidity Capital II L.P. by:

Udi Gvirtz

Authorised Signatory
Name: Udi Gvirtz



Authorised Signatory
Name: Oshri Harari

Ref: ST001 – Debenture.DOC

Page: 28 of 31

SCHEDULE 1

(Scheduled Properties)

Short description of the Property: Title Number(s):

SCHEDULE 2

(Prior Charge or Charges)

Charges dated and made by the Company in favour of:

1. Mizrahi Tefahot Bank Limited dated 17 September 2018 by way of Debenture, as amended on 18 March 2020; and
2. Mizrahi Tefahot Bank Limited dated 17 September 2018 by way of a Charge over Cash Deposit.

Ref: ST001 – Debenture.DOC

Page: 30 of 31

SCHEDULE 3

(Plant and machinery etc)

SCHEDULE 4

(Property Excluded from Charged Property)

1. Funds standing to the account of the Company with Modulr Finance Limited, to the extent that such funds are derived from funds provided to the Company by AMERICAN EXPRESS SERVICES EUROPE LIMITED or its affiliate;
2. Funds standing to the account of the Company with GoCardless Limited, to the extent such funds are derived from customer loans financed by AMERICAN EXPRESS SERVICES EUROPE LIMITED or its affiliate;
3. Funds received in the Company's general collection account, account number 20114958, with Silicon Valley Bank located at Alphabeta, 14-18 Finsbury Square, London, EC2A 1BR, England, to the extent such funds are derived from customer loans financed by AMERICAN EXPRESS SERVICES EUROPE LIMITED or its affiliate.
4. Funds standing to the account of the Company with the Company's banks, Modulr Finance Ltd, or Modulr FS Limited to the extent that such funds are derived from funds provided to the Company by PayPal Inc. or its affiliate, for the purpose of providing loans to customers of PayPal.