

MR01

Particulars of a charge

007320-23.

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Please see 'How to pay' on the last page.

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR08.

For further information, please  
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This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

☒ You **must** enclose a certified copy of the instrument with this form. It will be scanned and placed on the public record. **Do not send the original**



A16 \*A7XL07VV\*  
21/01/2019 #54  
COMPANIES HOUSE

**1 Company details**

Company number 0 7 9 0 5 6 4 0

Company name in full Rapid Nutrition PLC

**Filling in this form**  
Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date 1 8 0 1 2 0 1 9

**3 Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees  
entitled to the charge.

Name Octet Finance Pty LTD

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below.

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge.

# MR01

## Particulars of a charge

<b>4</b>	<b>Brief description</b> Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.  Brief description None	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".  Please limit the description to the available space.
<b>5</b>	<b>Other charge or fixed security</b> Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>6</b>	<b>Floating charge</b> Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to <b>Section 7</b> Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> Yes	
<b>7</b>	<b>Negative Pledge</b> Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>8</b>	<b>Trustee statement</b> ⓘ You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge. <input type="checkbox"/>	ⓘ This statement may be filed after the registration of the charge (use form MR06).
<b>9</b>	<b>Signature</b> Please sign the form here.  Signature X C. Beards X FOR AND ON BEHALF OF GREENWOODS GRM LLP This form must be signed by a person with an interest in the charge.	

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Claire Banks

Company name  
Greenwoods GRM LLP

Address Monkstone House

City Road

Post town PETERBOROUGH

County/Region

Postcode P E 1 1 J E

Country United Kingdom

DX 12599 PETERBOROUGH 4

Telephone 01733 887772



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- ☒ [x] The company name and number match the information held on the public Register.
- ☒ [x] You have included a certified copy of the instrument with this form.
- ☒ [x] You have entered the date on which the charge was created.
- ☒ [x] You have shown the names of persons entitled to the charge.
- ☒ [x] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☒ [x] You have given a description in Section 4, if appropriate.
- ☒ [x] You have signed the form.
- ☒ [x] You have enclosed the correct fee.
- ☒ [x] Please do not send the original instrument; it must be a certified copy.



### Important information

**Please note that all information on this form will appear on the public record.**



### How to pay

**A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.**

Make cheques or postal orders payable to 'Companies House.'



### Where to send

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.



### Further information

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 7905640

Charge code: 0790 5640 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th January 2019 and created by RAPID NUTRITION PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st January 2019.



Given at Companies House, Cardiff on 24th January 2019



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Date

18 JANUARY

2019

OCTET FINANCE PTY LTD

and

RAPID NUTRITION PLC

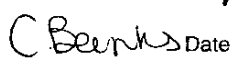
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## DEBENTURE

relating to Rapid Nutrition PLC

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Greenwoods GRM LLP certifies this to be  
a true copy of the original

Signed  Date 18.01.19

For and on behalf of  
Greenwoods GRM LLP  
Monkstone House, City Road, Peterborough PE1 1JE

**GREENWOODS GRM LLP**  
Monkstone House  
City Road  
Peterborough  
PE1 1JE

(Ref: AG/CQB/HWL1/1)

Doc ID 609874033/v1



**GREENWOODS GRM**

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**No table of contents entries found.**

THIS DEED is dated

18 JANUARY

2019

## PARTIES

- (1) **OCTET FINANCE PTY LTD** incorporated and registered in Australia with ACN 124 477 916 whose registered office is at L3, 10 - 14 Waterloo Street, Surrey Hills, Sydney, NSW 2010 (**Octet**).
- (2) **RAPID NUTRITION PLC** incorporated and registered in England and Wales with company number 7905640 whose registered office is at 20 - 22 Wenlock Road, London, N1 7GU (**Rapid**);

## BACKGROUND

- (A) Octet has agreed, pursuant to the Facility Agreement, to provide the Borrower with loan facilities on a secured basis.
- (B) Rapid has agreed to guarantee the obligations of the Borrower relating to the Facility Agreement.
- (C) Under this deed, Rapid provides security to Octet for its obligations under the guarantee.

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

Terms defined in the Facility Agreement shall, unless otherwise defined in this deed, have the same meaning in this deed. In addition, the following definitions apply in this deed:

<b>Administrator</b>	<i>an administrator appointed to manage the affairs, business and property of Rapid pursuant to clause 13.8.</i>
<b>Book Debts</b>	all present and future book and other debts, and monetary claims due or owing to Rapid, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by Rapid in relation to any of them.
<b>Borrower</b>	Rapid Nutrition Pty Ltd registered in Australia with ACN 098 389 836.
<b>Business Day</b>	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.



<b>Charged Property</b>	any freehold, leasehold or commonhold property the subject of the security constituted by this deed and references to "Charged Property" shall include references to the whole or any part or part of it.
<b>Delegate</b>	any person appointed by Octet or any Receiver pursuant to clause 18 and any person appointed as attorney of Octet, Receiver or Delegate.
<b>Designated Account</b>	any account of Rapid nominated by Octet as a designated account for the purposes of this deed.
<b>Environment</b>	the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media.
<b>Environmental Law</b>	<p>all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment.</p> <p><b>Environmental Licence:</b> any authorisation, permit or licence necessary under Environmental Law in respect of any of the Secured Assets.</p>
<b>Equipment</b>	all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property owned by Rapid or in which it has an interest, including any part of it and all spare parts, replacements, modifications and additions.
<b>Event of Default</b>	has the meaning given to that expression in the Facility Agreement.
<b>Excluded Property</b>	each leasehold property held by Rapid under a lease that either precludes absolutely, or requires consent of a third party to, the creation of Security over Rapid's leasehold interest in that property.

<b>Facility Agreement</b>	the Business Transaction Facility Offer dated 13 December 2018 between the Borrower and the Lender for the provision of the loan facilities secured by this deed. For the avoidance of doubt, this includes the Business Transaction Facility Terms and Conditions.
<b>Finance Documents</b>	means the Facility Agreement and any Security Agreements as defined in the general conditions of the Facility Agreement as amended or varied from time to time.
<b>Financial Collateral</b>	has the meaning given to that expression in the Financial Collateral Regulations.
<b>Financial Collateral Regulations</b>	the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226).
<b>Insurance Policy</b>	each contract and policy of insurance effected or maintained by Rapid from time to time in respect of its assets or business (including, without limitation, any contract or policy of insurance relating to the Charged Properties or the Equipment).
<b>Intellectual Property</b>	Rapid's present and future patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
<b>Investments</b>	all certificated shares, stock, debentures, bonds or other securities or investments (whether or not marketable) from time to time legally or beneficially owned by or on

	behalf of Rapid
<b>LPA 1925</b>	the Law of Property Act 1925.
<b>Receiver</b>	a receiver, receiver and manager or administrative receiver appointed by Octet under clause 16.
<b>Relevant Agreement</b>	each agreement specified in Schedule 2.
<b>Rights</b>	any Security or other right or benefit whether arising by set-off, counterclaim, subrogation, indemnity, proof in liquidation or otherwise and whether from contribution or otherwise.
<b>Secured Assets</b>	all the assets, property and undertaking of Rapid which are, or are expressed to be, subject to the Security created by, or pursuant to, this deed (and references to the Secured Assets shall include references to any part of them).
<b>Secured Liabilities</b>	all present and future obligations and liabilities of the Borrower or Rapid to Octet, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Finance Documents, together with all interest (including, without limitation, default interest) accruing in respect of those obligations or liabilities.
<b>Security Financial Collateral Arrangement</b>	has the meaning given to that expression in the Financial Collateral Regulations.
<b>Security</b>	any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.
<b>Security Period</b>	the period starting on the date of this deed and ending on the date on which Octet is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

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

**1.2 Interpretation**

In this deed:

- 1.2.1 clause, Schedule and paragraph headings shall not affect the interpretation of this deed;
- 1.2.2 a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- 1.2.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.4 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.5 a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this deed shall be binding on, and enure to the benefit of, the parties to this deed and their respective personal representatives, successors, permitted assigns and permitted transferees;
- 1.2.6 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.7 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.8 a reference to **writing** or **written** includes fax and email;
- 1.2.9 an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.10 a reference to **this deed** (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time;
- 1.2.11 unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this deed and a reference to a paragraph is to a paragraph of the relevant Schedule;

- 1.2.12 any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
  - 1.2.13 a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amend** and **amended** shall be construed accordingly);
  - 1.2.14 a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
  - 1.2.15 a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
  - 1.2.16 a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been waived;
  - 1.2.17 a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and
  - 1.2.18 a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.
- 1.3 If Octet considers that an amount paid by the Borrower or Rapid in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Borrower or Rapid or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.
- 1.4 A reference in this deed to a charge or mortgage of or over any Charged Property includes:
- 1.4.1 all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery that are situated on or form part of that Charged Property at any time;
  - 1.4.2 the proceeds of the sale of any part of that Charged Property and any other monies paid or payable in respect of or in connection with that Charged Property;

- 1.4.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of Rapid in respect of that Charged Property, and any monies paid or payable in respect of those covenants; and
- 1.4.4 all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property.
- 1.5 A reference in this deed to any share, stock, debenture or other security or investment includes:
  - 1.5.1 any dividend, interest or other distribution paid or payable in respect of that share, stock, debenture or other security or investment;
  - 1.5.2 any right, money, shares or property accruing, offered or issued at any time in relation to that share, stock, debenture or other security or investment by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.
- 1.6 For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Facility Agreement and of any side letters between any parties in relation to the Facility Agreement are incorporated into this deed.
- 1.7 If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).
- 1.8 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.

## **2. COVENANT TO PAY**

- 2.1 Rapid shall, on demand, pay to Octet and discharge the Secured Liabilities when they become due.
- 2.2 Notwithstanding any other provision of the Finance Documents, it is expressly agreed and understood that:
  - 2.2.1 the sole recourse of Octet to Rapid under this deed is to Rapid's interest in the Secured Assets; and
  - 2.2.2 the liability of Rapid to Octet pursuant to or otherwise in connection with the Finance Documents shall be:
    - 2.2.2.1 limited in aggregate to an amount equal to that recovered as a result of enforcement of this deed with respect to the Secured Assets; and

2.2.2.2 satisfied only from the proceeds of sale or other disposal or realisation of the Secured Assets pursuant to this deed.

### **3. GRANT OF SECURITY**

#### **3.1 Legal mortgage**

As a continuing security for the payment and discharge of the Secured Liabilities, Rapid with full title guarantee charges to Octet, by way of a first legal mortgage, all estates or interests in any freehold, leasehold or commonhold property now owned by it, including the real property (if any) specified in Schedule 1.

#### **3.2 Fixed charges**

As a continuing security for the payment and discharge of the Secured Liabilities, Rapid with full title guarantee charges to Octet by way of a first fixed charge:

- 3.2.1 all present and future estates or interests of Rapid in, or over, any freehold, leasehold or commonhold property (other than any such property effectively mortgaged under clause 3.1);
- 3.2.2 the benefit of all other contracts, guarantees, appointments and warranties relating to each Charged Property and other documents to which Rapid is a party or which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of any Charged Property or otherwise relating to any Charged Property (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them);
- 3.2.3 all licences, consents and authorisations (statutory or otherwise) held or required in connection with its business or the use of any Secured Asset, and all rights in connection with them;
- 3.2.4 all its present and future goodwill;
- 3.2.5 all its uncalled capital;
- 3.2.6 all the Equipment;
- 3.2.7 all the Intellectual Property;

- 3.2.8 all the Book Debts;
- 3.2.9 all the Investments;
- 3.2.10 all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account), together with all other rights and benefits accruing to or arising in connection with each account (including, but not limited to, entitlements to interest);
- 3.2.11 all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy, to the extent not effectively assigned under clause 3.3; and
- 3.2.12 all its rights in respect of each Relevant Agreement and all other agreements, instruments and rights relating to the Secured Assets, to the extent not effectively assigned under clause 3.3.

### 3.3 Assignment

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

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

### 3.4 Floating Charge

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

### 3.5 Qualifying floating charge

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

### 3.6 Leasehold security restrictions

- 3.6.1 Subject to clause 3.6.2 to clause 3.6.4, the security created by clause 3.1 to clause 3.2 shall not apply to an Excluded Property until Rapid obtains any



relevant consent, or waiver of any prohibition, to the creation of security over that Excluded Property.

3.6.2 In relation to each Excluded Property, Rapid undertakes to:

3.6.2.1 apply for the relevant consent or waiver of prohibition within five Business Days of the date of this deed, and to use its best endeavours to obtain that consent or waiver as soon as possible;

3.6.2.2 keep Octet informed of its progress in obtaining that consent or waiver; and

3.6.2.3 immediately on receipt of the consent or waiver, provide Octet with a copy of that consent or waiver.

3.6.3 Immediately on receipt by Rapid of the relevant consent or waiver, that Excluded Property shall become the subject of a mortgage or charge (as appropriate) pursuant to clause 3.1 to clause 3.2.

3.6.4 If required by Octet at any time following receipt of that consent or waiver, Rapid shall, at its own cost, prepare and execute any further documents and take any further action Octet may require, in its absolute discretion, for perfecting its security over that Excluded Property.

### 3.7 Automatic crystallisation of floating charge

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

3.7.1 Rapid:

3.7.1.1 creates, or attempts to create, without the prior written consent of Octet, Security or a trust in favour of another person over all or any part of the Secured Assets (except as expressly permitted by the terms of this deed or the Facility Agreement); or

3.7.1.2 disposes, or attempts to dispose of, all or any part of the Secured Assets (other than Secured Assets that are only subject to the floating charge while it remains uncrystallised);

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

3.7.3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of Rapid.

**3.8 Crystallisation of floating charge by notice**

Octet may, in its sole discretion, by written notice to Rapid, convert the floating charge created under this deed into a fixed charge as regards any part of the Secured Assets specified by Octet in that notice if:

3.8.1 an Event of Default is continuing; or

3.8.2 Octet considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

**3.9 Assets acquired after any floating charge has crystallised**

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

**4. LIABILITY OF RAPID AND OCTET'S PROTECTIONS**

**4.1 Liability not discharged**

Rapid's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or otherwise adversely affected by:

4.1.1 any intermediate payment, settlement of account or discharge in whole or in part of the Secured Liabilities;

4.1.2 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Lender may now or after the date of this deed have from or against the Borrower, Rapid or any other person in connection with the Secured Liabilities;

4.1.3 any act or omission by the Lender or any other person in taking up, perfecting or enforcing any Security, indemnity, or guarantee from or against the Borrower, Rapid or any other person;

4.1.4 any termination, amendment, variation, novation, replacement or supplement of or to any of the Secured Liabilities;

4.1.5 any grant of time, indulgence, waiver or concession to the Borrower, Rapid or any other person;

- 4.1.6 any insolvency, bankruptcy, liquidation, administration, winding up, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of the Borrower, Rapid or any other person;
- 4.1.7 any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or Security held from, the Borrower, Rapid or any other person in connection with the Secured Liabilities;
- 4.1.8 any claim or enforcement of payment from the Borrower, Rapid or any other person; or
- 4.1.9 any other act or omission which would not have discharged or affected the liability of Rapid had it been a principal debtor or anything done or omitted by any person which, but for this provision, might operate to exonerate or discharge Rapid or otherwise reduce or extinguish its liability under this deed.

#### **4.2 Immediate recourse**

Rapid waives any right it may have to require Octet:

- 4.2.1 to take any action or obtain judgment in any court against the Borrower or any other person;
- 4.2.2 to make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Borrower or any other person; or
- 4.2.3 to make demand, enforce or seek to enforce any claim, right or remedy against the Borrower or any other person, before taking steps to enforce any of its rights or remedies under this deed.

#### **4.3 Non-Competition**

Rapid warrants to Octet that it has not taken or received, and shall not take, exercise or receive the benefit of any Rights from or against the Borrower, its liquidator, an administrator, co-guarantor or any other person in connection with any liability of, or payment by, Rapid under this deed but:

- 4.3.1 if any of the Rights is taken, exercised or received by Rapid, those Rights and all monies at any time received or held in respect of those Rights shall be held by Rapid on trust for Octet for application in or towards the discharge of the Secured Liabilities under this deed; and

4.3.2 on demand by Octet, Rapid shall promptly transfer, assign or pay to Octet all other Rights and all monies from time to time held on trust by Rapid under this Clause 4.3.

## **5. REPRESENTATIONS AND WARRANTIES**

### **5.1 Due incorporation**

Rapid:

5.1.1 is a duly incorporated limited liability company validly existing under the law of England and Wales; and

5.1.2 has the power to own its assets and carry on its business as it is being conducted.

### **5.2 Powers**

Rapid has the power to enter into, deliver and perform, and has taken all necessary action to authorise its entry into, delivery and performance of this deed and the transactions contemplated by it. No limit on its powers will be exceeded as a result of its entry into this deed.

### **5.3 Non-contravention**

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

5.3.1 its constitutional documents;

5.3.2 any agreement or instrument binding on Rapid or its assets or constitute a default or termination event (however described) under any such agreement or instrument; or

5.3.3 any law or regulation or judicial or official order applicable to it.

### **5.4 Authorisations**

Rapid has obtained all required or desirable authorisations to enable it to enter into, exercise its rights and comply with its obligations under this deed and to make it admissible in evidence in its jurisdiction of incorporation. Any such authorisations are in full force and effect.

### **5.5 Binding Obligations**

5.5.1 Rapid's obligations under this deed are legal, valid, binding and enforceable.

5.5.2 This deed creates (or, once entered into, will create):

5.5.2.1 valid, legally binding and enforceable Security for the obligations expressed to be secured by it; and

5.5.2.2 subject to registration in accordance with the Companies Act 2006 and, in the case of real property, registration at the Land Registry, perfected Security over the assets expressed to be subject to Security in it,

in favour of the Lender, having the priority and ranking expressed to be created by this deed and ranking ahead of all (if any) Security and rights of third parties, except those preferred by law.

**5.6 No filing or stamp taxes**

It is not necessary to file, record or enrol this deed (other than as provided in clause 5.5) with any court or other authority or pay any stamp, registration or similar taxes in relation to this deed or any transaction contemplated by it (other than in connection with registrations at Companies House and the Land Registry).

**5.7 Litigation**

No litigation, arbitration, administrative proceedings or investigations are taking place, pending or, to Rapid's knowledge, threatened against it, any of its directors or any of its assets which, if adversely determined, will have or might reasonably be expected to have a Material Adverse Effect.

**5.8 Times for making representations and warranties**

Rapid makes the representations and warranties set out in this clause 4.2 to Octet on the date of this deed and the representations and warranties contained in the Business Transaction Facility Terms and Conditions are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

**5.9 Ownership of Secured Assets**

Rapid is the sole legal and beneficial owner of, and has good, valid and marketable title to, the Secured Assets.

**5.10 No Security**

The Secured Assets are free from any Security other than the Security created by this deed.

**5.11 No adverse claims**

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

**5.12 No adverse covenants**

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

**5.13 No breach of laws**

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

**5.14 No interference in enjoyment**

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

**5.15 No overriding interests**

Nothing has arisen, has been created or is subsisting, that would be an overriding interest in any Charged Property.

**5.16 Avoidance of security**

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

**5.17 No prohibitions or breaches**

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

**5.18 Environmental compliance**

Rapid has, at all times, complied in all material respects with all applicable Environmental Law and Environmental Licences.

**5.19 Enforceable security**

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

## **5.20 Investments**

5.20.1 The Investments are fully paid and are not subject to any option to purchase or similar rights.

5.20.2 No constitutional document of an issuer of an Investment, nor any other agreement:

5.20.2.1 restricts or inhibits any transfer of the Investments on creation or enforcement of the security constituted by this deed; or

5.20.2.2 contains any rights of pre-emption in relation to the Investments.

5.20.3 Rapid has complied with all notices relating to all or any of the Investments received by it pursuant to sections 790D and 790E of the Companies Act 2006.

5.20.4 No warning notice has been issued under paragraph 1(2) of Schedule 1B of the Companies Act 2006, and no restrictions notice has been issued under paragraph 1(3) of Schedule 1B of the Companies Act 2006, in respect of all or any of the Investments.

## **6. GENERAL COVENANTS**

### **6.1 Authorisations**

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

### **6.2 Compliance with law**

Rapid shall comply in all respects with all relevant laws to which it may be subject if failure to do so would materially impair its ability to perform its obligations under the Finance Documents.

### **6.3 Change of business**

Rapid shall not make any substantial change to the general nature or scope of its business as carried on at the date of this deed.

### **6.4 Negative pledge and disposal restrictions**

Rapid shall not at any time, except with the prior written consent of Octet:

- 6.4.1 create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Security created by this deed;
  - 6.4.2 sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Secured Assets (except, in the ordinary course of business, Secured Assets that are only subject to an uncrystallised floating charge); or
  - 6.4.3 create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party.
- 6.5 Preservation of Secured Assets
- Rapid shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by Octet, or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this deed.
- 6.6 Compliance with laws and regulations
- 6.6.1 Rapid shall not, without Octet's prior written consent, use or permit the Secured Assets to be used in any way contrary to law.
  - 6.6.2 Rapid shall:
    - 6.6.2.1 comply with the requirements of any law or regulation relating to or affecting the Secured Assets or the use of it or any part of them;
    - 6.6.2.2 obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Secured Assets or their use or that are necessary to preserve, maintain or renew any Secured Asset; and
    - 6.6.2.3 promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Secured Assets.
- 6.7 Enforcement of rights
- Rapid shall use its best endeavours to:
- 6.7.1 procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with Rapid and forming part of the Secured Assets of the covenants and other obligations imposed on such counterparty



(including each counterparty in respect of a Relevant Agreement and each insurer in respect of an Insurance Policy); and

6.7.2 enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets that Octet may require from time to time.

**6.8 Notice of misrepresentation and breaches**

Rapid shall, promptly on becoming aware of any of the same, notify Octet in writing of:

6.8.1 any representation or warranty set out in this deed that is incorrect or misleading in any material respect when made or deemed to be repeated; and

6.8.2 any breach of any covenant set out in this deed.

**6.9 Title documents**

Rapid shall, as so required by Octet, deposit with Octet and Octet shall, for the duration of this deed be entitled to hold:

6.9.1 all deeds and documents of title relating to the Secured Assets that are in the possession or control of Rapid (and if these are not within the possession or control of Rapid, Rapid undertakes to obtain possession of all these deeds and documents of title);

6.9.2 all Insurance Policies and any other insurance policies relating to any of the Secured Assets that Rapid is entitled to possess;

6.9.3 all deeds and documents of title (if any) relating to the Book Debts as Octet may specify from time to time; and

6.9.4 a copy of each Relevant Agreement, certified to be a true copy by either a director of Rapid or by Rapid's solicitors.

**6.10 Insurance**

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

6.10.1 loss or damage by fire or terrorist acts, including any third party liability arising from such acts;

6.10.2 other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as Rapid; and

- 6.10.3 any other risk, perils and contingencies as Octet may reasonably require.
- 6.10.4 Any such insurance must be with an insurance company or underwriters, and on such terms, as are reasonably acceptable to Octet, and must include property owners' public liability and third party liability insurance and be for not less than the replacement value of the relevant Secured Assets (meaning in the case of any premises on any Charged Property, the total cost of entirely rebuilding, reinstating or replacing the premises in the event of their being destroyed, together with architects', surveyors', engineers' and other professional fees and charges for shoring or propping up, demolition, site clearance and reinstatement with adequate allowance for inflation) and, in the case of any Charged Property, loss of rents payable by the tenants or other occupiers of any Charged Property for a period of at least three years, including provision for increases in rent during the period of insurance.
- 6.10.5 Rapid shall, if requested by Octet, produce to Octet each policy, certificate or cover note relating to any insurance as is required by clause 6.10 (or where, in the case of any leasehold property, that insurance is effected by the landlord, such evidence of insurance as Rapid is entitled to obtain from the landlord under the terms of the relevant lease).
- 6.10.6 Rapid shall, if requested by Octet, procure that a note of Octet's interest is endorsed on each insurance policy (other than public liability and third party liability insurances) effected or maintained by it or any person on its behalf in accordance with clause 6.10 but without Octet having any liability for any premium in relation to those insurance policies unless it has expressly and specifically requested to be made liable in respect of any increase in premium or unpaid premium in respect of any Insurance Policy.
- 6.10.7 Rapid shall ensure that each insurance policy effected or maintained by it or any person on its behalf in accordance with clause 6.10 contains:
- 6.10.7.1 a loss payee clause under which Octet is named as first loss payee (other than in respect of any claim under any public liability and third party liability insurances);
- 6.10.7.2 terms ensuring that it cannot be avoided or vitiated as against Octet by reason of the act or default of any other insured party or any

misrepresentation, non-disclosure or failure to make a fair presentation of risk by any other insured party;

6.10.7.3 a waiver of each insurer's rights of subrogation against Rapid, Octet and the tenants of any Charged Property other than any such rights arising in connection with any fraud or criminal offence committed by any of those persons in respect of any Charged Property or any insurance policy; and

6.10.7.4 terms ensuring that no insurer can repudiate, rescind or cancel it, treat it as avoided in whole or in part nor treat it as expired due to non-payment of premium without giving at least 30 days' prior written notice to Octet.

#### 6.11 Insurance premiums

Rapid shall:

6.11.1 promptly pay all premiums in respect of each insurance policy as is required by clause 6.10 and do all other things necessary to keep that policy in full force and effect; and

6.11.2 (if Octet so requires) give to Octet copies of the receipts for all premiums and other payments necessary for effecting and keeping up each insurance policy as is required by clause 6.10 (or where, in the case of leasehold property, insurance is effected by the landlord, such evidence of the payment of premiums as Rapid is entitled to obtain from the landlord under the terms of the relevant lease).

#### 6.12 No invalidation of insurance

Rapid shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any insurance policy as is required by clause 6.10.

#### 6.13 Proceeds from insurance policies

If so requested by Octet, all monies payable under any insurance policy maintained by Rapid in accordance with clause 6.10 at any time (whether or not the security constituted by this deed has become enforceable) shall:

6.13.1 be paid immediately to Octet;

6.13.2 if they are not paid directly to Octet by the insurers, be held, pending such payment, by Rapid as trustee of the same for the benefit of Octet; and

6.13.3 at the option of Octet, be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or in, or towards, discharge or reduction of the Secured Liabilities.

**6.14 Notices to be given by Rapid**

If so requested by Octet, Rapid shall:

6.14.1 on the execution of this deed and as so requested by Octet from time to time:

6.14.1.1 give notice to each counterparty to a Relevant Agreement in the form set out in Part 1 of Schedule 3; and

6.14.1.2 procure that each counterparty provides to Octet promptly an acknowledgement of the notice in the form set out in Part 2 of Schedule 3;

6.14.2 on the execution of this deed and as so requested by Octet from time to time:

6.14.2.1 give notice to each insurer under an Insurance Policy in the form set out in Part 1 of Schedule 4; and

6.14.2.2 procure that each insurer provides to Octet promptly an acknowledgement of the notice in the form set out in Part 2 of Schedule 4; and

6.14.3 on the execution of this deed and as so requested by Octet from time to time:

6.14.3.1 give notice to each bank, financial institution or other person (other than Octet) with whom Rapid holds an account (including each Designated Account) in the form set out in Part 1 of Schedule 5; and

6.14.3.2 procure that each such bank, financial institution or other person provides to Octet promptly an acknowledgement of the notice in the form of Part 2 of Schedule 5.

**6.15 Information**

If so requested by Octet, Rapid shall:

6.15.1 give Octet such information concerning the location, condition, use and operation of the Secured Assets as Octet may require;

6.15.2 permit any persons designated by Octet and any Receiver to enter on its premises and inspect and examine any Secured Asset, and the records relating to that Secured Asset, at all reasonable times and on reasonable prior notice; and

6.15.3 promptly notify Octet in writing of any action, claim, notice or demand made by or against it in connection with all or any part of a Secured Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim, notice or demand, together with, in each case, Rapid's proposals for settling, liquidating, compounding or contesting any such action, claim, notice or demand and shall, subject to Octet's prior approval, implement those proposals at its own expense.

**6.16 Payment of outgoings**

Rapid shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Secured Assets and, on demand, produce evidence of payment to Octet.

**6.17 Appointment of accountants**

If so requested by Octet, Rapid shall:

6.17.1 at its own cost, if at any time so required by Octet, appoint an accountant or firm of accountants nominated by Octet to investigate the financial affairs of Rapid and those of its subsidiaries and report to Octet; and

6.17.2 co-operate fully with any accountants so appointed and immediately provide those accountants with all information requested.

6.17.3 Rapid authorises Octet to make an appointment as it shall think fit at any time, without further authority from Rapid. In every case, Rapid shall pay, or reimburse Octet for, the fees and expenses of those accountants.

**7. PROPERTY COVENANTS**

**7.1 Repair and maintenance**

Rapid shall keep all premises and fixtures and fittings on each Charged Property in:

7.1.1 good and substantial repair and condition and shall keep all premises adequately and properly painted and decorated and replace any fixtures and fittings which have become worn out or otherwise unfit for use with others of a like nature and equal value; and

7.1.2 such repair and condition as to enable each Charged Property to be let in accordance with all applicable laws and regulations.

**7.2 No alterations**

Rapid shall not, without the prior written consent of Octet:

- 7.2.1 pull down or remove the whole, or any part of, any building forming part of any Charged Property or permit the same to occur;
- 7.2.2 make or permit to be made any material alterations to any Charged Property, or sever or remove or permit to be severed or removed, any of its fixtures or fittings (except to make any necessary repairs or renew or replace the same in accordance with clause 7.1); or
- 7.2.3 remove or make any material alterations to any of the Equipment belonging to, or in use by, Rapid on any Charged Property (except to effect necessary repairs or replace them with new or improved models or substitutes).

**7.3 Conduct of business on Charged Properties**

Rapid shall carry on its trade and business on those parts (if any) of the Charged Properties as are used for the purposes of trade or business in accordance with the standards of good management from time to time current in that trade or business.

**7.4 Notices or claims relating to the property**

**7.4.1 Rapid shall:**

7.4.1.1 give full particulars to Octet of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority (a Notice) that specifically applies to any Charged Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice; and

7.4.1.2 (if Octet so requires) immediately, and at the cost of Rapid, take all reasonable and necessary steps to comply with any Notice, and make, or join with Octet in making, any objections or representations in respect of that Notice that Octet thinks fit.

7.4.2 Rapid shall give full particulars to Octet of any claim, notice or other communication served on it in respect of any modification, suspension or revocation of any Environmental Licence or any alleged breach of any Environmental Law, in each case relating to any Charged Property.

**7.5 Compliance with and enforcement of covenants**

**Rapid shall:**

- 7.5.1** observe and perform all covenants, stipulations and conditions to which each Charged Property, or the use of it, is or may be subject, and (if Octet so requires) produce to Octet evidence sufficient to satisfy Octet that those covenants, stipulations and conditions have been observed and performed; and
- 7.5.2** diligently enforce all covenants, stipulations and conditions benefiting each Charged Property and shall not (and shall not agree to) waive, release or vary any of the same.

**7.6 Payment of rent and outgoings**

**Rapid shall:**

- 7.6.1** where a Charged Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time; and
- 7.6.2** pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed on each Charged Property or on its occupier.

**7.7 Leases and licences affecting the Charged Properties**

**Rapid shall not, without the prior written consent of Octet (which consent, in the case of clause 7.7.4, is not to be unreasonably withheld or delayed in circumstances in which Rapid may not unreasonably withhold or delay its consent):**

- 7.7.1** grant any licence or tenancy affecting the whole or any part of any Charged Property, or exercise the statutory powers of leasing or of accepting surrenders under sections 99 or 100 of the LPA 1925 (or agree to grant any such licence or tenancy, or agree to exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925);
- 7.7.2** in any other way dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of any Charged Property (or agree to dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the Charged Property;
- 7.7.3** let any person into occupation of or share occupation of the whole or any part of any Charged Property; or

- 7.7.4 grant any consent or licence under any lease or licence affecting any Charged Property.
- 7.8 Registration restrictions and cautions against first registration and notices
- 7.8.1 If the title to any Charged Property is not registered at the Land Registry, Rapid shall procure that no person (other than itself) shall be registered under the Land Registration Act 2002 as proprietor of all or any part of any Charged Property, without the prior written consent of Octet.
- 7.8.2 Whether or not title to any Charged Property is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is registered against Rapid's title to any Charged Property, Rapid shall immediately provide Octet with full particulars of the circumstances relating to such caution or notice. If such caution or notice was registered to protect a purported interest the creation of which is not permitted under this deed, Rapid shall immediately, and at its own expense, take such steps as Octet may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.
- 7.8.3 Rapid shall be liable for the costs and expenses of Octet in lodging cautions against the registration of the title to the whole or any part of any Charged Property from time to time.
- 7.9 Rapid shall not, without the prior written consent of Octet:
- 7.9.1 make or, insofar as it is able, permit others to make any application for planning permission or development consent in respect of any Charged Property; or
- 7.9.2 carry out or permit or suffer to be carried out on any Charged Property any development (as defined in each of the Town and Country Planning Act 1990 and the Planning Act 2008) or change or permit or suffer to be changed the use of any Charged Property.
- 7.10 Rapid shall in respect of each Charged Property:
- 7.10.1 comply in all material respects with all the requirements of Environmental Law; and
- 7.10.2 obtain and comply in all material respects with all Environmental Licences.
- 7.11 Rapid shall not, without the prior written consent of Octet, enter into any onerous or restrictive obligations affecting the whole or any part of any Charged Property, or create



or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of any Charged Property.

7.12 Rapid shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of any Charged Property without the prior written consent of Octet.

7.13 Rapid shall permit Octet, any Receiver and any person appointed by either of them to enter on and inspect any Charged Property on reasonable prior notice.

7.14 Rapid shall inform Octet promptly of any acquisition by Rapid of, or contract made by Rapid to acquire, any freehold, leasehold or other interest in any property.

7.15 Rapid shall not, without the prior written consent of Octet:

7.15.1 exercise any VAT option to tax in relation to any Charged Property; or

7.15.2 revoke any VAT option to tax exercised, and disclosed to Octet, before the date of this deed.

7.16 If so requested by Octet, Rapid consents to an application being made by Octet to the Land Registrar for the following restriction in Form P to be registered against its title to each Charged Property over which Octet has a legal mortgage:

"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 signed by the proprietor for the time being of the charge dated on or around 4 January 2019 in favour of Octet Finance Pty Ltd referred to in the charges register."

## **8. INVESTMENTS COVENANTS**

### **8.1 Deposit of title documents**

#### **8.1.1 Rapid shall:**

8.1.1.1 on the execution of this deed, deposit with Octet, or as Octet may direct, all stock or share certificates and other documents of title or evidence of ownership relating to any Investments owned by Rapid at that time; and

8.1.1.2 on the purchase or acquisition by it of investments after the date of this deed, deposit with Octet, or as Octet may direct, all stock or share certificates and other documents of title or evidence of ownership relating to those Investments.

8.1.2 At the same time as depositing documents with Octet, or as Octet may direct, in accordance with clause 8.1.1, Rapid shall also deposit with Octet, or as Octet may direct:

8.1.2.1 all stock transfer forms relating to the relevant Investments duly completed and executed by or on behalf of Rapid, but with the name of the transferee, the consideration and the date left blank; and

8.1.2.2 any other documents (in each case duly completed and executed by or on behalf of Rapid) that Octet may request to enable it or any of its nominees, or any purchaser or transferee, to be registered as the owner of, or otherwise obtain a legal title to, or to perfect its security interest in any of the relevant Investments,

so that Octet may, at any time and without notice to Rapid, complete and present those stock transfer forms and other documents to the issuer of the Investments for registration.

## 8.2 Nominations

8.2.1 Rapid shall terminate with immediate effect all nominations it may have made (including, without limitation, any nomination made under section 145 or section 146 of the Companies Act 2006) in respect of any Investments and, pending that termination, procure that any person so nominated:

8.2.1.1 does not exercise any rights in respect of any Investments without the prior written approval of Octet; and

8.2.1.2 immediately on receipt by it, forward to Octet all communications or other information received by it in respect of any Investments for which it has been so nominated.

8.2.2 Rapid shall not, during the Security Period, exercise any rights (including, without limitation, any rights under sections 145 and 146 of the Companies Act 2006) to nominate any person in respect of any of the Investments.

## 8.3 Pre-emption rights and restrictions on transfer

Rapid shall:

8.3.1 obtain all consents, waivers, approvals and permissions that are necessary, under the articles of association (or otherwise) of an issuer of any Investments,

for the transfer of the Investments to Octet or its nominee, or to a purchaser on enforcement of the security constituted by this deed; and

- 8.3.2 procure the amendment of the share transfer provisions (including, but not limited to, deletion of any pre-emption provisions) under the articles of association, other constitutional document or otherwise of each issuer of the Investments in any manner that Octet may require in order to permit the transfer of the Investments to Octet or its nominee, or to a purchaser on enforcement of the security constituted by this deed.

#### 8.4 Dividends and voting rights before enforcement

- 8.4.1 Before the security constituted by this deed becomes enforceable, Rapid may retain and apply for its own use all dividends, interest and other monies paid or payable in respect of the Investments and, if any are paid or payable to Octet or any of its nominees, Octet will hold all those dividends, interest and other monies received by it for Rapid and will pay them to Rapid promptly on request.
- 8.4.2 Before the security constituted by this deed becomes enforceable, Rapid may exercise all voting and other rights and powers in respect of the Investments or, if any of the same are exercisable by Octet or any of its nominees, to direct in writing the exercise of those voting and other rights and powers provided that:
  - 8.4.2.1 it shall not do so in any way that would breach any provision of the Facility Agreement or this deed or for any purpose inconsistent with the Facility Agreement or this deed; and
  - 8.4.2.2 the exercise of, or the failure to exercise, those voting rights or other rights and powers would not, in Octet's opinion, have an adverse effect on the value of the Investments or otherwise prejudice Octet's security under this deed.
- 8.4.3 Rapid shall indemnify Octet against any loss or liability incurred by Octet (or its nominee) as a consequence of Octet (or its nominee) acting in respect of the Investments at the direction of Rapid.
- 8.4.4 The Octet shall not, by exercising or not exercising any voting rights or otherwise, be construed as permitting or agreeing to any variation or other change in the rights attaching to or conferred by any of the Investments that Octet considers prejudicial to, or impairing the value of, the security created by this deed.

**8.5 Dividends and voting rights after enforcement**

*After the security constituted by this deed has become enforceable:*

- 8.5.1 all dividends and other distributions paid in respect of the Investments and received by Rapid shall be held by Rapid on trust for Octet and immediately paid into a Designated Account or, if received by Octet, may be applied by Octet in accordance with clause 19.1; and
- 8.5.2 all voting and other rights and powers attaching to the Investments may be exercised by, or at the direction of, Octet and Rapid shall, and shall procure that its nominees shall, comply with any directions Octet may give, in its absolute discretion, concerning the exercise of those rights and powers.

**8.6 Calls on Investments**

Notwithstanding the security created by this deed, Rapid shall promptly pay all calls, instalments and other payments that may be or become due and payable in respect of all or any of the Investments. Rapid acknowledges that Octet shall not be under any liability in respect of any such calls, instalments or other payments.

**8.7 No alteration of constitutional documents or rights attaching to Investments**

Rapid shall not, without the prior written consent of Octet, amend, or agree to the amendment of:

- 8.7.1 the memorandum or articles of association, or any other constitutional documents, of any issuer of the Investments that is not a public company; or
- 8.7.2 the rights or liabilities attaching to, or conferred by, all or any of the Investments.

**8.8 Preservation of Investments**

*Rapid shall ensure (as far as it is able to by the exercise of all voting rights, powers of control and other means available to it) that any issuer of any of the Investments (that is not a public company) shall not:*

- 8.8.1 consolidate or subdivide any of the Investments, or re-organise, exchange, repay or reduce its share capital in any way;
- 8.8.2 issue any new shares or stock; or
- 8.8.3 refuse to register any transfer of any of the Investments that may be lodged with it for registration by, or on behalf of, Octet or Rapid in accordance with this deed.

#### **8.9 Investments information**

Rapid shall, promptly following receipt, send to Octet copies of any notice, circular, report, accounts and any other document received by it that relates to the Investments.

#### **8.10 Compliance with requests for information**

Rapid shall promptly send a copy to Octet of, and comply with, all requests for information which is within its knowledge and which are made under any law or regulation or any similar provision in any articles of association or other constitutional document, or by any listing or other authority, relating to any of the Investments. If it fails to do so, Octet may elect to provide such information as it may have on behalf of Rapid.

### **9. EQUIPMENT COVENANTS**

#### **9.1 Maintenance of Equipment**

Rapid shall:

9.1.1 maintain the Equipment in good and serviceable condition (except for expected fair wear and tear) in compliance with all relevant manuals, handbooks, manufacturer's instructions and recommendations and maintenance or servicing schedules;

9.1.2 at its own expense, renew and replace any parts of the Equipment when they become obsolete, worn out or damaged with parts of a similar quality and of equal or greater value; and

9.1.3 not permit any Equipment to be:

9.1.3.1 used or handled other than by properly qualified and trained persons;  
or

9.1.3.2 overloaded or used for any purpose for which it is not designed or reasonably suitable.

#### **9.2 Payment of Equipment taxes**

Rapid shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Equipment and, on demand, produce evidence of such payment to Octet.

**9.3 Notice of charge**

9.3.1 Rapid shall, if so requested by Octet, affix to and maintain on each item of Equipment in a conspicuous place, a clearly legible identification plate containing the following wording:

"NOTICE OF CHARGE

This property and all additions to it and ancillary equipment are subject to a fixed charge dated on or around 4 January 2019 in favour of Octet Finance Pty Ltd."

9.3.2 Rapid shall not, and shall not permit any person to, conceal, obscure, alter or remove any plate affixed in accordance with clause 9.3.1.

**10. BOOK DEBTS COVENANTS**

**10.1 Realising Book Debts**

10.1.1 Rapid shall as an agent for Octet, collect in and realise all Book Debts, pay the proceeds into a Designated Account immediately on receipt and, pending that payment, hold those proceeds in trust for Octet;

10.1.2 Rapid shall not, without the prior written consent of Octet, withdraw any amounts standing to the credit of any Designated Account.

10.1.3 Rapid shall, if called on to do so by Octet, execute a legal assignment of the Book Debts to Octet on such terms as Octet may require and give notice of that assignment to the debtors from whom the Book Debts are due, owing or incurred.

**10.2 Preservation of Book Debts**

Rapid shall not (except as provided by clause 10.1 or with the prior written consent of Octet) release, exchange, compound, set off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts.

**11. RELEVANT AGREEMENTS COVENANTS**

**11.1 Relevant Agreements**

11.2 Rapid shall, unless Octet agrees otherwise in writing, comply with the terms of each Relevant Agreement and any other document, agreement or arrangement comprising the Secured Assets.

11.3 Rapid shall not, unless Octet agrees otherwise in writing:

11.3.1 amend or vary or agree to any change in, or waive any requirement of or its rights under;

11.3.2 settle, compromise, terminate, rescind or discharge (except by performance); or

11.3.3 abandon, waive, dismiss, release or discharge any action, claim or proceedings against any counterparty to a Relevant Agreement or other person in connection with,

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

## **12. INTELLECTUAL PROPERTY COVENANTS**

### **12.1 Preservation of rights**

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

### **12.2 Registration of Intellectual Property**

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

### **12.3 Maintenance of Intellectual Property**

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

## **13. POWERS OF OCTET**

### **13.1 Power to remedy**

13.1.1 The Octet shall be entitled (but shall not be obliged) to remedy, at any time, a breach by Rapid of any of its obligations contained in this deed.

13.1.2 Rapid irrevocably authorises Octet and its agents to do all things that are necessary or desirable for that purpose.

13.1.3 Any monies expended by Octet in remedying a breach by Rapid of its obligations contained in this deed shall be reimbursed by Rapid to Octet on a full indemnity basis and shall carry interest in accordance with clause 20.1.

**13.2 Exercise of rights**

13.2.1 The rights of Octet under clause 13.1 are without prejudice to any other rights of Octet under this deed.

13.2.2 The exercise of any rights of Octet under this deed shall not make Octet liable to account as a mortgagee in possession.

**13.3 Power to dispose of chattels**

13.3.1 At any time after the security constituted by this deed has become enforceable, Octet or any Receiver may, as agent for Rapid, dispose of any chattels or produce found on any Charged Property.

13.3.2 Without prejudice to any obligation to account for the proceeds of any disposal made under clause 13.3.1, Rapid shall indemnify Octet and any Receiver against any liability arising from any disposal made under clause 13.3.1.

**13.4 Octet has Receiver's powers**

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

**13.5 Conversion of currency**

13.5.1 For the purpose of, or pending the discharge of, any of the Secured Liabilities, Octet may convert any monies received, recovered or realised by it under this deed (including the proceeds of any previous conversion under this clause 13.5) from their existing currencies of denomination into any other currencies of denomination that Octet may think fit.

13.5.2 Any such conversion shall be effected at, and at Octet's absolute discretion, the then prevailing spot selling rate of exchange for such other currency against the existing currency.

13.5.3 Each reference in this clause 13.5 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.



### **13.6 New accounts**

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

**13.6.2** If Octet does not open a new account immediately on receipt of the notice, or deemed notice, under clause 13.6.1, then, unless Octet gives express written notice to the contrary to Rapid, all payments made by Rapid to Octet shall be treated as having been credited to a new account of Rapid and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by Octet.

### **13.7 Indulgence**

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

### **13.8 Appointment of an Administrator**

**13.8.1** The Octet may, without notice to Rapid, appoint any one or more persons to be an Administrator of Rapid pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this deed becomes enforceable.

**13.8.2** Any appointment under this clause 13.8 shall:

**13.8.2.1** be in writing signed by a duly authorised signatory of Octet; and

**13.8.2.2** take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.

**13.8.3** The Octet may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this clause 13.8 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

13.9 Further advances

Octet covenants with Rapid that it shall perform its obligations to make advances to the Borrower under the Facility Agreement (including any obligation to make available further advances).

**14. WHEN SECURITY BECOMES ENFORCEABLE**

14.1 *Security becomes enforceable on Event of Default*

The security constituted by this deed shall become immediately enforceable if an Event of Default occurs.

14.2 Discretion

After the security constituted by this deed has become enforceable, Octet may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Secured Assets.

**15. ENFORCEMENT OF SECURITY**

15.1 Enforcement powers

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

15.1.2 *The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable under clause 14.1.*

15.1.3 *Section 103 of the LPA 1925 does not apply to the security constituted by this deed.*

15.2 Extension of statutory powers of leasing

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

15.2.1 grant a lease or agreement for lease;

15.2.2 accept surrenders of leases; or

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

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

### 15.3 Access on enforcement

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

15.3.2 At all times, Rapid must use its best endeavours to allow Octet or its Receiver access to any premises for the purpose of clause 15.3.1 (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.

### 15.4 Redemption of prior Security

15.4.1 At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security having priority to this deed shall have become exercisable, Octet may:

15.4.1.1 redeem any prior Security over any Secured Asset;

15.4.1.2 procure the transfer of that Security to itself; and

15.4.1.3 settle and pass the accounts of the holder of any prior Security (and any accounts so settled and passed shall, in the absence of any manifest error, be conclusive and binding on Rapid).

15.4.2 Rapid shall pay to Octet immediately on demand all principal, interest, costs, charges and expenses of, and incidental to, any such redemption or transfer, and such amounts shall be secured by this deed as part of the Secured Liabilities.

**15.5 Protection of third parties**

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

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

15.5.2 whether any power Octet, a Receiver or Delegate is purporting to exercise has become exercisable or is being properly exercised; or

15.5.3 how any money paid to Octet, any Receiver or any Delegate is to be applied.

**15.6 Privileges**

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

**15.7 No liability as mortgagee in possession**

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

**15.8 Conclusive discharge to purchasers**

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

**15.9 Right of appropriation**

15.9.1 To the extent that:

15.9.1.1 the Secured Assets constitute Financial Collateral; and

15.9.1.2 this deed and the obligations of Rapid under it constitute a Security Financial Collateral Arrangement,

Octet shall have the right, at any time after the security constituted by this deed has become enforceable, to appropriate all or any of those Secured Assets in or towards the payment or discharge of the Secured Liabilities in any order that Octet may, in its absolute discretion, determine.

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

15.9.2.1 in the case of cash, the amount standing to the credit of each of Rapid's accounts with any bank, financial institution or other person, together with any accrued but unpaid interest, at the time the right of appropriation is exercised; and

15.9.2.2 in the case of Investments, the market price of those Investments at the time the right of appropriation is exercised determined by Octet by reference to a recognised market index or by any other method that Octet may select (including independent valuation).

15.9.3 Rapid agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

## **16. RECEIVER**

### **16.1 Appointment**

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

### **16.2 Removal**

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

### **16.3 Remuneration**

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

### **16.4 Power of appointment additional to statutory powers**

The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of Octet under the Insolvency Act 1986, the LPA 1925 or

otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

**16.5 Power of appointment exercisable despite prior appointments**

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

**16.6 Agent of Rapid**

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

**17. POWERS OF RECEIVER**

**17.1 General**

17.1.1 Any Receiver appointed by Octet under this deed shall, in addition to the powers conferred on it by statute, have the rights, powers and discretions set out in clause 17.2 to clause 17.23.

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

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

17.1.4 Any exercise by a Receiver of any of the powers given by clause 17 may be on behalf of Rapid, the directors of Rapid (in the case of the power contained in clause 17.16) or itself.

**17.2 Repair and develop Charged Properties**

A Receiver may undertake or complete any works of repair, alteration, building or development on the Charged Properties and may apply for and maintain any planning

permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

**17.3 Grant or accept surrenders of leases**

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

**17.4 Employ personnel and advisers**

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

**17.4.2** A Receiver may discharge any such person or any such person appointed by Rapid.

**17.5 Make and revoke VAT options to tax**

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

**17.6 Remuneration**

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

**17.7 Possession**

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

**17.8 Manage or reconstruct Rapid's business**

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

**17.9 Dispose of Secured Assets**

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

**17.10 Sever fixtures and fittings**

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

#### **17.11 Sell Book Debts**

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

#### **17.12 Valid receipts**

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

#### **17.13 Make settlements**

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

#### **17.14 Legal action**

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

#### **17.15 Improve the Equipment**

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

#### **17.16 Make calls on Borrower members**

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

#### **17.17 Insure**

A Receiver may, if it thinks fit, but without prejudice to the indemnity in clause 20, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by Rapid under this deed.

#### **17.18 Subsidiaries**

A Receiver may form a subsidiary of Rapid and transfer to that subsidiary any Secured Asset

#### **17.19 Borrow**

A Receiver may, for whatever purpose it thinks fit, raise and borrow money either unsecured or on the security of all or any of the Secured Assets in respect of which it is



appointed on any terms that it thinks fit (including, if Octet consents, terms under which that security ranks in priority to this deed).

#### **17.20 Redeem prior Security**

A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on Rapid, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

#### **17.21 Delegation**

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

#### **17.22 Absolute beneficial owner**

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

#### **17.23 Incidental powers**

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

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

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

17.23.3 lawfully may or can do as agent for Rapid.

### **18. DELEGATION**

#### **18.1 Delegation**

The Octet or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this deed (including the power of attorney granted under clause 22.1).

#### **18.2 Terms**

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

### 18.3 Liability

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

## 19. APPLICATION OF PROCEEDS

### 19.1 Order of application of proceeds

All monies received or recovered by Octet, a Receiver or a Delegate under this deed or in connection with the realisation or enforcement of all or part of the security constituted by this deed (other than sums received under any Insurance Policy), shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority (but without prejudice to Octet's right to recover any shortfall from Rapid):

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

19.1.2 in or towards payment of the Secured Liabilities in any order and manner that Octet determines; and

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

### 19.2 Appropriation

Neither Octet, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

### 19.3 Suspense account

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

19.3.1 may, at the discretion of Octet, Receiver or Delegate, be credited to a suspense account;

19.3.2 shall bear interest, if any, at the rate agreed in writing between Octet and Rapid; and

19.3.3 may be held in that account for so long as Octet, Receiver or Delegate thinks fit.

## **20. COSTS AND INDEMNITY**

### **20.1 Costs**

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

20.1.1 this deed or the Secured Assets;

20.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of Octet's, a Receiver's or a Delegate's rights under this deed; or

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

### **20.2 Indemnity**

20.2.1 Rapid shall indemnify Octet, each Receiver and each Delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

20.2.1.1 the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Secured Assets;

20.2.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or

20.2.1.3 any default or delay by Rapid in performing any of its obligations under this deed.

20.2.2 Any past or present employee or agent may enforce the terms of this clause 20.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

## **21. FURTHER ASSURANCE**

### **21.1 Further assurance**

Rapid shall promptly, at its own expense, take whatever action Octet or any Receiver may reasonably require for:

21.2 creating, perfecting or protecting the security created or intended to be created by this deed;

21.3 facilitating the realisation of any Secured Asset; or

21.4 facilitating the exercise of any right, power, authority or discretion exercisable by Octet or any Receiver in respect of any Secured Asset,

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

## **22. POWER OF ATTORNEY**

### **22.1 Appointment of attorneys**

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

22.1.1 Rapid is required to execute and do under this deed; or

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

### **22.2 Ratification of acts of attorneys**

Rapid ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 22.1.

## **23. RELEASE**

Subject to clause 30.3, at the end of the Security Period, Octet shall, at the request and cost of Rapid, take whatever action is necessary to:

23.1 release the Secured Assets from the security constituted by this deed; and

23.2 reassign the Secured Assets to Rapid.

## **24. ASSIGNMENT AND TRANSFER**

### **24.1 Assignment by Octet**

24.1.1 At any time, without the consent of Rapid, Octet may assign or transfer any or all of its rights and obligations under this deed.

24.1.2 The Octet may disclose to any actual or proposed assignee or transferee any information in its possession that relates to Rapid, the Secured Assets and this deed that Octet considers appropriate.

### **24.2 Assignment by Borrower**

Rapid may not assign any of its rights, or transfer any of its rights or obligations, under this deed.

## **25. SET-OFF**

### **25.1 Octet's right of set-off**

The Octet may at any time set off any liability of Rapid to Octet against any liability of Octet to Rapid, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this deed. If the liabilities to be set off are expressed in different currencies, Octet may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by Octet of its rights under this clause 25 shall not limit or affect any other rights or remedies available to it under this deed or otherwise.

### **25.2 No obligation to set off**

The Octet is not obliged to exercise its rights under clause 25.1. If, however, it does exercise those rights it must promptly notify Rapid of the set-off that has been made.

### **25.3 Exclusion of Borrower's right of set-off**

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

## **26. AMENDMENTS, WAIVERS AND CONSENTS**

### **26.1 Amendments**

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

### **26.2 Waivers and consents**

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

26.2.2 A failure or delay by a party to exercise any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this deed. No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this deed by Octet shall be effective unless it is in writing.

### **26.3 Rights and remedies**

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

## **27. SEVERANCE**

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

## **28. COUNTERPARTS**

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

28.2 Transmission of an executed counterpart of this deed (but for the avoidance of doubt not just a signature page) by fax or email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this deed. If either method of delivery is adopted, without prejudice to the validity of the deed thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

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

## **29. THIRD PARTY RIGHTS**

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

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

## **30. FURTHER PROVISIONS**

### **30.1 Independent security**

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

### **30.2 Continuing security**

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

### **30.3 Discharge conditional**

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

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

30.3.2 Octet may recover the value or amount of such security or payment from Rapid subsequently as if the release, discharge or settlement had not occurred.

**30.4 Certificates**

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

**30.5 Consolidation**

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

**30.6 Small company moratorium**

*Notwithstanding anything to the contrary in this deed, neither the obtaining of a moratorium by Rapid under schedule A1 to the Insolvency Act 1986 nor the doing of anything by Rapid with a view to obtaining such a moratorium (including any preliminary decision or investigation) shall be, or be construed as:*

30.6.1 an event under this deed which causes any floating charge created by this deed to crystallise;

30.6.2 an event under this deed which causes any restriction which would not otherwise apply to be imposed on the disposal of any property by Rapid; or

30.6.3 a ground under this deed for the appointment of a Receiver.

**31. NOTICES**

**31.1 Delivery**

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

31.1.1 in writing;

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

31.1.3 sent to:



**31.1.3.1 Rapid at:**

**20-22 Wenlock Road, London UK N1 7GU**

**Attention: Simon Andrew St Ledger**

**31.1.3.2 Octet at:**

**L3, 10-14 Waterloo Street, Surry Hills, Sydney, NSW 2010**

**Attention: Hugh Young**

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

**31.2 Receipt by Borrower**

**Any notice or other communication that Octet gives to Rapid shall be deemed to have been received:**

**31.2.1 if delivered by hand, at the time it is left at the relevant address;**

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

**31.2.3 if sent by fax, when received in legible form.**

**A notice or other communication given as described in clause 31.2.1 or clause 31.2.3 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.**

**31.3 Receipt by Octet**

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

**31.4 Service of proceedings**

**This clause 31 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.**

**32. GOVERNING LAW AND JURISDICTION**

**32.1 Governing law**

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

### 32.2 *Jurisdiction*

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

### 32.3 *Other service*

Rapid irrevocably consents to any process in any legal action or proceedings under clause 32.2 being served on it in accordance with the provisions of this deed relating to service of notices. Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**SCHEDULE 1**

Real Property

**PART 1 REGISTERED PROPERTY**

Not required.

**PART 2 UNREGISTERED PROPERTY**

Not required.

**PART 3 EXCLUDED PROPERTY**

Not applicable.

**SCHEDULE 3  
FORM OF NOTICE AND ACKNOWLEDGEMENT FOR COUNTERPARTY**

**Part 1 - Form of Notice to Counterparty**

**[On the letterhead of Rapid]**

To: [Contract counterparty]

Copy to:

Octet Finance Pty Ltd ACN 124 477 916  
L3, 10-14 Waterloo Street  
Surry Hills, Sydney, NSW 2010  
Australia  
Telephone: +61 2 9356 6300  
Fax: +61 2 9356 6333  
Email: info@OctetFinance.com

Date: [ ]

Dear Sirs,

**Debenture dated [DATE] between RAPID NUTRITION PLC (Rapid) and OCTET FINANCE PTY LTD (Octet) (Debenture)**

We refer to the **[DESCRIBE RELEVANT AGREEMENT]** (Contract).

This letter constitutes notice to you that under the Debenture (a copy of which is attached) we have [charged OR assigned, by way of security,] to Octet all our rights in respect of the Contract.

We confirm that:

1. We will remain liable under the Contract to perform all the obligations assumed by us under the Contract.
2. Neither Octet nor any receiver or delegate appointed by Octet will at any time be under any obligation or liability to you under or in respect of the Contract.

3. Neither the Debenture nor this notice releases, discharges or otherwise affects your liability and obligations in respect of the Contract.
4. Subject to the above, we will remain entitled to exercise all our rights, powers and discretions under the Contract and you may continue to deal with us in relation to the Contract and give notices under the Contract to us unless and until you receive written notice to the contrary from Octet. Thereafter, all such rights, powers and discretions shall be exercisable by, and notices shall be given to, Octet or as it directs and we will cease to have any right to deal with you in relation to the Contract and you must deal only with Octet.

Please note that we have agreed that we will not amend or waive any provision of or terminate the Contract without the prior written consent of Octet.

The instructions in this notice may only be revoked or amended with the prior written consent of Octet.

Please confirm that you agree to the terms of this notice, and to act in accordance with its provisions, by sending the attached acknowledgement to Octet at [ADDRESS OF OCTET], with a copy to us.

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

Yours faithfully,

.....

For and on behalf of [insert name of RAPID NUTRITION PLC]

## Part 2– Form of Acknowledgement from Counterparty

[On the letterhead of the Counterparty]

To: Octet Finance Pty Ltd ACN 124 477 916

Attention: [REDACTED]

Copy to: [Rapid details]

Date: [REDACTED]

Dear Sirs,

**Debenture dated [DATE] between RAPID NUTRITION PLC (Rapid) and OCTET FINANCE PTY LTD (Octet) (Debenture)**

We confirm receipt from Rapid of a notice (Notice) dated [DATE] of a charge OR an assignment, by way of security, of all Rapid's rights under [DESCRIBE RELEVANT AGREEMENT] (Contract). Terms defined in the Notice shall have the same meaning when used in this acknowledgement.

We confirm that:

1. We accept the confirmations and instructions contained in the Notice and agree to comply with the Notice.
2. There has been no amendment, waiver or release of any rights or interests in the Contract since the date of the Contract.
3. We will not cancel, avoid, release or otherwise allow the Contract to lapse without giving Octet at least 30 days' prior written notice.
4. We have not, as at the date of this acknowledgement, received notice that Rapid has assigned its rights under the Contract to a third party, or created any other interest (whether by way of security or otherwise) in the Contract in favour of a third party.
5. The Octet will not in any circumstances have any liability in relation to the Contract.
6. The Contract shall not be rendered void, voidable or unenforceable by reason of any non-disclosure by Octet.

This letter, and any dispute or claim (including non-contractual disputes or claims) arising out of or in

connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

Yours faithfully,

.....

For and on behalf of **[insert name of Counterparty]**

**SCHEDULE 4 - FORM OF NOTICE AND ACKNOWLEDGEMENT FOR INSURER**

**Part 1 - Form of Notice to Insurer**

**[On the letterhead of Rapid]**

To: [insert name and address of Insurer]  
Copy to: Octet Finance Pty Ltd ACN 124 477 916  
Date: [REDACTED]

Dear Sirs,

**Debenture dated [DATE] between RAPID NUTRITION PLC (Rapid) and OCTET FINANCE PTY LTD (Octet) (Debenture)**

We refer to the **[DESCRIBE INSURANCE POLICY AND SPECIFY ITS POLICY NUMBER] (Policy)**.

This letter constitutes notice to you that under the Debenture we have charged by way of first fixed charge to Octet, all our rights in the Policy, including all claims, the proceeds of all claims and all returns of premium in connection with the Policy.

We irrevocably instruct and authorise you to:

1. Name Octet as composite insured in respect of its own separate insurable interest under the Policy (except in relation to public liability and third party liability insurance).
2. Name Octet as first loss payee (other than in respect of any claim under any public liability and third party liability insurances).
3. Comply with the terms of any written instructions received by you from Octet relating to the Policy, without notice or reference to, or further authority from, us and without enquiring as to the justification or the validity of those instructions.
4. Hold all sums from time to time due and payable by you to us under the Policy to the order of Octet.
5. Pay, or release, all monies to which we are entitled under the Policy to Octet, or to such persons as Octet may direct.
6. Disclose information in relation to the Policy to Octet on request by Octet.



Neither the Debenture nor this notice releases, discharges or otherwise affects your liability and obligations in respect of the Policy.

Subject to the foregoing, you may continue to deal with us in relation to the Policy until you receive written notice to the contrary from Octet. Thereafter, we will cease to have any right to deal with you in relation to the Policy and you must deal only with Octet.

The instructions in this notice may only be revoked or amended with the prior written consent of Octet.

Please confirm that you agree to the terms of this notice and to act in accordance with its provisions by sending the attached acknowledgement to Octet at L3, 10-14 Waterloo Street, Surry Hills, Sydney, NSW 2010, Australia, with a copy to us.

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

Yours faithfully,

.....

For and on behalf of **[RAPID NUTRITION PLC]**

## **Part 2 - Form of Acknowledgement from Insurer**

**[On the letterhead of the Insurer]**

To: Octet Finance Pty Ltd ACN 124 477 916

L3, 10-14 Waterloo Street, Surry Hills, Sydney, NSW 2010, Australia

Copy: [Rapid]

Date: [       ]

Dear Sirs,

**Debenture dated [DATE] between RAPID NUTRITION PLC (Rapid) and OCTET FINANCE PTY LTD (Octet) (Debenture)**

We confirm receipt from Rapid of a notice (Notice) dated [DATE] of a first fixed charge in favour of Octet of all Rapid's rights in **[DESCRIBE INSURANCE POLICY AND ITS NUMBER]** (Policy), including all claims, the proceeds of all claims and all returns of premiums in connection with the Policy.

Terms defined in the Notice shall have the same meaning when used in this acknowledgement.

We confirm that:

1. We accept the instructions and authorisations contained in the Notice and agree to comply with the Notice.
2. We have noted Octet's interest on the Policy (except in relation to public liability and third party liability insurances).
3. There has been no amendment, waiver or release of any rights or interests in the Policy since the date the Policy was issued.
4. We have not, as at the date of this acknowledgement, received notice that Rapid has assigned its rights under the Policy to a third party, or created any other interest (whether by way of security or otherwise) in the Policy in favour of a third party.
5. The Policy shall not be avoided or vitiated as against Octet by reason of the act or default of any [other] insured party or any misrepresentation, non-disclosure or failure to make a fair presentation of risk by any other insured party.

6. We will not repudiate, rescind or cancel the Policy, treat it as avoided in whole or in part nor treat it as expired due to non-payment of premium without giving at least 30 days' prior written notice to Octet.
7. The Octet will not have any liability for any premium in relation to the Policy unless it has expressly and specifically requested to be made liable in respect of any increase in premium or unpaid premium in respect of the Policy.

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

Yours faithfully,

.....

For and on behalf of **[insert name of Insurer]**

**SCHEDULE 5 Form of Notice and Acknowledgement for Account Bank**

**Part 1 - Form of Notice to Account Bank**

**[On the Letterhead of Rapid]**

To: [name and address of third party bank]

Attention:

Copy to: Octet Finance Pty Ltd ACN 124 477 916 (Octet)

Date:

Dear Sirs,

**Debenture dated [DATE] between RAPID NUTRITION PLC (Rapid) and OCTET FINANCE PTY LTD (Octet) (Debenture)**

This letter constitutes notice to you that under the Debenture we have charged, by way of first fixed charge, in favour of Octet all monies from time to time standing to the credit of the account held with you and detailed below (the Account), together with all other rights and benefits accruing to or arising in connection with the Account (including, but not limited to, entitlements to interest):

**Name of Account: [NAME OF ACCOUNT]**

**Sort code: [SORT CODE]**

**Account number: [ACCOUNT NUMBER]**

We irrevocably instruct and authorise you to:

1. Disclose to Octet any information relating to the Account requested from you by Octet.

We acknowledge that you may comply with the instructions in this notice without any further permission from us.

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

Please confirm that you agree to the terms of this notice and to act in accordance with its provisions by sending the attached acknowledgement to Octet at L3, 10-14 Waterloo Street, Surry Hills, Sydney, NSW 2010, Australia, with a copy to us.

Yours faithfully,

Signed.....

For and on behalf of **[RAPID NUTRITION PLC]**

## **PART 2 - Form of Acknowledgement from Account Bank**

**[On the letterhead of the Account Bank]**

To: Octet Finance Pty Ltd ACN 124 477 916

Attention:

Copy to: [Rapid details]

Date:

Dear Sirs,

**Debenture dated [DATE] between [RAPID NUTRITION PLC] (Rapid) and [OCTET] (Octet)  
(Debenture)**

We confirm receipt from Rapid of a notice (the Notice) dated [DATE] of a charge (on the terms of the Debenture) over all monies from time to time standing to the credit of the account detailed below (the Account), together with all other rights and benefits accruing to or arising in connection with the Account (including, but not limited to, entitlements to interest).

We confirm that we:

1. Accept the instructions contained in the Notice and agree to comply with the Notice.
2. Have not received notice of the interest of any third party in the Account.
3. Have neither claimed nor exercised, nor will claim or exercise any security interest, set-off, counter-claim or other right in respect of the Account.

The Account is:

**Name of Account: [NAME OF ACCOUNT]**

**Sort code: [SORT CODE]**

**Account number: [ACCOUNT NUMBER]**

This letter, and any dispute or claim (including non-contractual disputes or claims) arising out of or in

connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

Yours faithfully,

Signed.....

For and on behalf of **[insert name of bank, financial institution or other person]**

Executed as a deed by

**RAPID NUTRITION PLC**

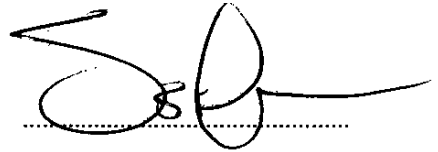
acting by SIMON ST. LODGE

~~is a director and~~

\_\_\_\_\_

~~is a director OR its secretary~~

.



Director

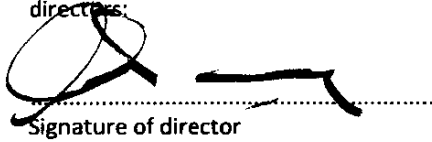
\_\_\_\_\_

~~Director OR Secretary~~

IN THE PRESENCE OF : WITNESSES BY :

Executed as a deed by

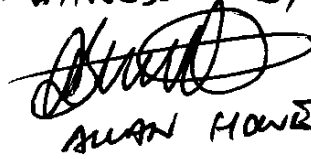
**OCTET FINANCE PTY LTD** in accordance with  
section 127(1) of the Corporations Act 2001  
(Commonwealth of Australia) by authority of its  
directors:



Signature of director

Clive Isomay

Name of director (block letters)



ALAN HOWE

71 EARLE ST  
BRISBANE

10/1/19



Signature of director/company secretary

MICHAEL Rem  
Name of director/company secretary