



Registration of a Charge

Company name: **ENGAGE TECHNOLOGY PARTNERS LIMITED**

Company number: **08926632**

Received for Electronic Filing: **02/09/2020**



Details of Charge

Date of creation: **01/09/2020**

Charge code: **0892 6632 0002**

Persons entitled: **TAMER HAGRAS**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

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

Certified by:

OSBORNE CLARKE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8926632

Charge code: 0892 6632 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st September 2020 and created by ENGAGE TECHNOLOGY PARTNERS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd September 2020 .

Given at Companies House, Cardiff on 3rd September 2020

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

We certify that save for material redacted pursuant to s.859G of the Companies Act 2006 this copy instrument is a correct copy of the original instrument.

Dated this 02 September 2020

Signed: *Osborne
Clarke LLP*

Osborne Clarke LLP
2 Temple Back East
Redcliffe
Bristol
BS1 6EG



Debenture

- (1) Engage Technology Partners Limited
- (2) Tamer Hagra

Dated 1 September 2020

Osborne Clarke LLP

GWW/1139893/O49764227.3/GWW

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This Agreement is made on

1 September 2020

Between

- (1) **Engage Technology Partners Limited** incorporated and registered in England and Wales with company number 08926632 whose registered office is at Number 22 Mount Ephraim, Tunbridge Wells, Kent TN4 8AS (the "**Company**"); and
- (2) **Tamer Hagra** o [REDACTED] (the "**Beneficiary**").

Background:

- (A) The Beneficiary has agreed to lend monies to the Company pursuant to the Loan Notes.
- (B) As such it is a condition of the Loan Note Instrument that the Company enters into this deed to provide security for the amounts due under the Loan Note Instrument.

It is agreed as follows:

1. Definitions and interpretation

1.1 Definitions

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

Administrator:	an administrator appointed to manage the affairs, business and property of the Company pursuant to clause 7.6
Book Debts:	all present and future book and other debts, and monetary claims due or owing to the Company, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Company in relation to any of them.
Business Day:	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Delegate:	any person appointed by the Beneficiary or any Receiver pursuant to clause 12 and any person appointed as attorney of the Beneficiary, Receiver or Delegate.
Equipment:	all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Company, including any part of it and all spare parts, replacements, modifications and additions.
Event of Default:	as defined in the Loan Note Instrument.
Intellectual Property:	the Company's present and future patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, 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.

Loan Notes:	the loan notes issued to the Beneficiary from time to time pursuant to the Loan Note Instrument.
Loan Note Instrument:	the loan note instrument(s) constituting fixed rate secured convertible loan notes issued by the Company.
LPA 1925:	the Law of Property Act 1925.
Properties:	all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Company, or in which the Company holds an interest, and Property means any of them.
Receiver:	a receiver, receiver and manager or administrative receiver of any or all of the Secured Assets appointed by the Beneficiary under clause 10.
Secured Assets:	all the assets, property and undertaking for the time being 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).
Secured Liabilities:	all present and future monies, obligations and liabilities of the Company to the Beneficiary, 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 Loan Notes.
Security:	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.
Security Period:	the period starting on the date of this deed and ending on the date on which the Beneficiary is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

1.2 *Interpretation*

In this deed:

- (a) clause headings shall not affect the interpretation of this deed;
- (b) 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);
- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (d) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (e) 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;

- (f) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (g) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- (h) a reference to **writing** or **written** excludes fax and email;
- (i) an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (j) 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;
- (k) unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this deed;
- (l) 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;
- (m) a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly);
- (n) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- (o) a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- (p) a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been remedied or waived;
- (q) 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
- (r) 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 **Clawback**

If the Beneficiary considers that an amount paid by the Company in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Company or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

1.4 **Nature of security over real property**

A reference in this deed to a charge or mortgage of or over any Property includes:

- (a) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) that are situated on or form part of that Property at any time;
- (b) the proceeds of the sale of any part of that Property and any other monies paid or payable in respect of or in connection with that Property;

- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Company in respect of that Property, and any monies paid or payable in respect of those covenants; and
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of that Property.

1.5 *Law of Property (Miscellaneous Provisions) Act 1989*

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Loan Notes and of any side letters between any parties in relation to the Loan Notes are incorporated into this deed.

1.6 *Perpetuity period*

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).

2. *Covenant to pay*

The Company shall, on demand, pay to the Beneficiary and discharge the Secured Liabilities when they become due.

3. *Grant of security*

3.1 *Fixed charges*

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

- (a) all Properties now owned or acquired by the Company in the future;
- (b) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Company's business or the use of any Secured Asset;
- (c) its goodwill;
- (d) its Equipment;
- (e) its Intellectual Property;
- (f) its Book Debts;
- (g) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person, together with all other rights and benefits accruing to or arising in connection with each account (including, but not limited to, entitlements to interest);
- (h) all its rights in respect of all other agreements, instruments and rights relating to the Secured Assets, to the extent not effectively assigned under clause 3.2

3.2 *Assignment*

As a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee assigns to the Beneficiary absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities the benefit of all other agreements, instruments and rights relating to the Secured Assets (save to the extent such agreements, instruments and rights are effectively charged pursuant to clause 3.1 of this deed).

3.3 ***Floating charge***

As a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee charges to the Beneficiary, by way of first floating charge, all the undertaking, property, assets and rights of the Company at any time not effectively mortgaged, charged or assigned pursuant to clause 3.1 to clause 3.2 inclusive.

3.4 ***Qualifying floating charge***

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3.3

3.5 ***Automatic crystallisation of floating charge***

The floating charge created by clause 3.3 shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if:

- (a) the Company:
 - (i) creates, or attempts to create, without the prior written consent of the Beneficiary, 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 Loan Notes); or
 - (ii) 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);
- (b) any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets; or
- (c) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Company.

3.6 ***Crystallisation of floating charge by notice***

The Beneficiary may, in its sole discretion, by written notice to the Company, convert the floating charge created under this deed into a fixed charge as regards any part of the Secured Assets specified by the Beneficiary in that notice if an Event of Default occurs and is continuing.

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

Any asset acquired by the Company 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 the Beneficiary confirms otherwise to the Company in writing) be charged to the Beneficiary by way of first fixed charge.

4. ***Liability of the Borrower***

4.1 The Company's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Beneficiary that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- (b) the Beneficiary renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or

(c) any other act or omission that, but for this clause 4.1, might have discharged, or otherwise prejudiced or affected, the liability of the Company.

4.2 The Company waives any right it may have to require the Beneficiary to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against the Company.

5. **Representations and warranties**

5.1 ***Representations and warranties***

The Company makes the representations and warranties set out in this clause 5 to the Beneficiary.

5.2 ***Ownership of Secured Assets***

The Company is the sole legal and beneficial owner of the Secured Assets.

5.3 ***No Security***

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

5.4 ***No adverse claims***

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

5.5 ***No adverse covenants***

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

5.6 ***No breach of laws***

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

5.7 ***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 the Company or otherwise.

5.8 ***Enforceable security***

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

5.9 ***Times for making representations and warranties***

The representations and warranties set out in clause 5.2 to clause 5.8 are made by the Company on the date of this deed and 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.

6. **Negative Pledge**

6.1 The Company shall not at any time, except with the prior written consent of the Beneficiary:

- (a) 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;
- (b) 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
- (c) create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party.

6.2 The Company 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 the Beneficiary, or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this deed.

7. Powers of the Beneficiary

7.1 *Power to remedy*

- (a) The Beneficiary shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Company of any of its obligations contained in this deed.
- (b) The Company irrevocably authorises the Beneficiary and its agents to do all things that are necessary or desirable for that purpose.
- (c) Any monies expended by the Beneficiary in remedying a breach by the Company of its obligations contained in this deed shall be reimbursed by the Company to the Beneficiary on a full indemnity basis and shall carry interest in accordance with clause 14.1

7.2 *Exercise of rights*

- (a) The rights of the Beneficiary under clause 7.1 are without prejudice to any other rights of the Beneficiary under this deed.
- (b) The exercise of any rights of the Beneficiary under this deed shall not make the Beneficiary liable to account as a mortgagee in possession.

7.3 *Power to dispose of chattels*

- (a) At any time after the security constituted by this deed has become enforceable, the Beneficiary or any Receiver may, as agent for the Company, dispose of any chattels or produce found on any Property.
- (b) Without prejudice to any obligation to account for the proceeds of any disposal made under clause 7.3(a), the Company shall indemnify the Beneficiary and any Receiver against any liability arising from any disposal made under clause 7.3(a).

7.4 *Beneficiary has Receiver's powers*

To the extent permitted by law, any right, power or discretion conferred by this deed on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Beneficiary 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.

7.5 *Indulgence*

The Beneficiary 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 the Company) 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 the Company for the Secured Liabilities.

7.6 Appointment of an Administrator

- (a) The Beneficiary may, without notice to the Company, appoint any one or more persons to be an Administrator of the Company pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this deed becomes enforceable.
- (b) Any appointment under this clause 7.6 shall:
 - (i) be in writing signed by the Beneficiary; and
 - (ii) take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.
- (c) The Beneficiary may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this clause 7.6 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

8. When security becomes enforceable

- 8.1 The security constituted by this deed shall become immediately enforceable if an Event of Default occurs and is continuing.
- 8.2 After the security constituted by this deed has become enforceable, the Beneficiary 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.

9. Enforcement of security

9.1 Enforcement powers

- (a) 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.
- (b) 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 8.1
- (c) Section 103 of the LPA 1925 does not apply to the security constituted by this deed.

9.2 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 the Beneficiary 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 the Company, to:

- (a) grant a lease or agreement to lease;
- (b) accept surrenders of leases; or
- (c) grant any option 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 the Company, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Beneficiary or Receiver thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

9.3 Access on enforcement

- (a) At any time after the Beneficiary has demanded payment of the Secured Liabilities or if the Company defaults in the performance of its obligations under this deed or the Loan Notes, the Company will allow the Beneficiary 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 the Beneficiary or a Receiver reasonably believes a Secured Asset to be situated) without incurring any liability to the Company for, or by any reason of, that entry.
- (b) At all times, the Company must use its best endeavours to allow the Beneficiary or its Receiver access to any premises for the purpose of clause 9.3(a) (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.

9.4 Prior Security

- (a) 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, the Beneficiary may:
 - (i) redeem that or any other prior Security;
 - (ii) procure the transfer of that Security to it; and
 - (iii) settle and pass any account of the holder of any prior Security.
- (b) The settlement and passing of any such account passed shall, in the absence of any manifest error, be conclusive and binding on the Company. All monies paid by the Beneficiary to an encumbrancer in settlement of any of those accounts shall, as from its payment by the Beneficiary, be due from the Company to the Beneficiary on current account and shall bear interest and be secured as part of the Secured Liabilities.

9.5 Protection of third parties

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

- (a) whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- (b) whether any power the Beneficiary, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or
- (c) how any money paid to the Beneficiary, any Receiver or any Delegate is to be applied.

9.6 Privileges

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

9.7 No liability as mortgagee in possession

Neither the Beneficiary, any Receiver, any Delegate nor any Administrator 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, neglect or default of any nature in connection with, all or any of the Secured Assets for which a mortgagee in possession might be liable as such.

9.8 *Conclusive discharge to purchasers*

The receipt of the Beneficiary, 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, the Beneficiary, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

10. *Receiver*

10.1 *Appointment*

At any time after the security constituted by this deed has become enforceable, or at the request of the Company, the Beneficiary 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.

10.2 *Removal*

The Beneficiary 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.

10.3 *Remuneration*

The Beneficiary 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.

10.4 *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 the Beneficiary 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.

10.5 *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 the Beneficiary despite any prior appointment in respect of all or any part of the Secured Assets.

10.6 *Agent of the Company*

Any Receiver appointed by the Beneficiary under this deed shall be the agent of the Company and the Company 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 the Company goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Beneficiary.

11. Powers of Receiver

11.1 General

- (a) Any Receiver appointed by the Beneficiary under this deed shall, in addition to the powers conferred on it by statute, have the powers set out in clause 11.2 to clause 11.23
- (b) 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.
- (c) Any exercise by a Receiver of any of the powers given by clause 11 may be on behalf of the Company, the directors of the Company (in the case of the power contained in clause 11.16) or itself.

11.2 Repair and develop Properties

A Receiver may undertake or complete any works of repair, building or development on the 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.

11.3 Surrender leases

A Receiver may grant, or accept surrenders of, any leases or tenancies affecting any Property and may grant any other interest or right over any Property on any terms, and subject to any conditions, that it thinks fit.

11.4 Employ personnel and advisers

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. A Receiver may discharge any such person or any such person appointed by the Company.

11.5 Make VAT elections

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

11.6 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 the Beneficiary may prescribe or agree with it.

11.7 Realise Secured Assets

A Receiver may collect and get in the Secured Assets or any part of them in respect of which it is appointed, and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Secured Assets with like rights.

11.8 Manage or reconstruct the Company'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 the Company.

11.9 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.

11.10 *Sever fixtures and fittings*

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

11.11 *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.

11.12 *Valid receipts*

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

11.13 *Make settlements*

A Receiver may make any arrangement, settlement or compromise between the Company and any other person that it may think expedient.

11.14 *Bring proceedings*

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.

11.15 *Improve the Equipment*

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

11.16 *Make calls on Company members*

A Receiver may make calls conditionally or unconditionally on the members of the Company 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 the Company on its directors in respect of calls authorised to be made by them.

11.17 *Insure*

A Receiver may, if it thinks fit, but without prejudice to the indemnity in clause 14, 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 the Company under this deed.

11.18 *Powers under the LPA 1925*

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if it had been duly appointed under the LPA 1925, and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.

11.19 *Borrow*

A Receiver may, for any of the purposes authorised by this clause 11, raise money by borrowing from the Beneficiary (or from any other person) 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 the Beneficiary consents, terms under which that security ranks in priority to this deed).

11.20 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 the Company, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

11.21 Delegation

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

11.22 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, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Secured Assets or any part of the Secured Assets.

11.23 Incidental powers

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

- (a) may consider desirable or necessary for realising any of the Secured Assets;
- (b) 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
- (c) lawfully may or can do as agent for the Company.

12. Delegation

12.1 The Beneficiary 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 16).

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

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

13. Application of proceeds

13.1 All monies received by the Beneficiary, a Receiver or a Delegate pursuant to this deed, after the security constituted by this deed has become enforceable, 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:

- (a) in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Beneficiary (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;
- (b) in or towards payment of or provision for the Secured Liabilities, or in any other order and manner that the Beneficiary may determine; and

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

13.2 Neither the Beneficiary, 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.

13.3 All monies received by the Beneficiary, a Receiver or a Delegate under this deed:

- (a) may, at the discretion of the Beneficiary, Receiver or Delegate, be credited to any suspense or securities realised account;
- (b) shall bear interest, if any, at the rate agreed in writing between the Beneficiary and the Company; and
- (c) may be held in that account for so long as the Beneficiary, Receiver or Delegate thinks fit.

14. Costs and indemnity

14.1 The Company shall, promptly on demand, pay to, or reimburse, the Beneficiary 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) reasonably incurred by the Beneficiary, any Receiver or any Delegate in connection with:

- (a) this deed or the Secured Assets;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Beneficiary's, a Receiver's or a Delegate's rights under this deed; or
- (c) 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 or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding up or administration of the Company) at the rate and in the manner specified in the Loan Note Instrument.

14.2 The Company shall indemnify the Beneficiary, 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) reasonably suffered or incurred by any of them arising out of or in connection with:

- (a) 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;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or
- (c) any default or delay by the Company in performing any of its obligations under this deed.

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

15. Further assurance

15.1 The Company shall, at its own expense, take whatever action the Beneficiary or any Receiver may reasonably require for:

- (a) creating, perfecting or protecting the security intended to be created by this deed;
- (b) facilitating the realisation of any Secured Asset; or
- (c) facilitating the exercise of any right, power, authority or discretion exercisable by the Beneficiary or any Receiver in respect of any Secured Asset,

including, without limitation (if the Beneficiary or Receiver thinks it expedient) the execution of any 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 the Beneficiary or to its nominee) and the giving of any notice, order or direction and the making of any registration.

16. Power of attorney

16.1 By way of security, the Company irrevocably appoints upon an Event of Default occurring the Beneficiary, every Receiver and every Delegate separately to be the attorney of the Company and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

- (a) the Company is required to execute and do under this deed; or
- (b) any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Beneficiary, any Receiver or any Delegate.

16.2 The Company 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 16.1(a)

17. Release

17.1 Subject to clause 24.3, on the expiry of the Security Period (but not otherwise), the Beneficiary shall, at the request and cost of the Company, take whatever action is necessary to:

- (a) release the Secured Assets from the security constituted by this deed; and
- (b) reassign the Secured Assets to the Company.

18. Assignment

18.1 The Beneficiary may not assign or transfer any or all of its rights and obligations under this deed.

18.2 The Company may not assign any of its rights, or transfer any of its rights or obligations, under this deed.

19. Set-off

19.1 The Beneficiary may at any time set off any liability of the Company to the Beneficiary against any liability of the Beneficiary to the Company, 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, the Beneficiary may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Beneficiary of its rights under this clause 19 shall not limit or affect any other rights or remedies available to it under this deed or otherwise.

19.2 All payments made by the Company to the Beneficiary 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).

20. Amendments, waivers and consents

20.1 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).

20.2 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.

20.3 A failure to exercise, or a delay in exercising, 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 the Beneficiary shall be effective unless it is in writing.

20.4 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.

21. 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.

22. Counterparts

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.

23. Third party rights

Except as expressly provided in clause 13.2 or 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.

24. Further provisions

24.1 *Independent security*

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

24.2 *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 the Beneficiary discharges this deed in writing.

24.3 Discharge conditional

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

- (a) the Beneficiary or its nominee may retain this deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that the Beneficiary deems necessary to provide the Beneficiary with security against any such avoidance, reduction or order for refund; and
- (b) the Beneficiary may recover the value or amount of such security or payment from the Company subsequently as if the release, discharge or settlement had not occurred.

24.4 Certificates

A certificate or determination by the Beneficiary as to any amount for the time being due to it from the Company under this deed and the Loan Notes shall be, in the absence of any manifest error, conclusive evidence of the amount due.

24.5 Consolidation

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

25. Notices

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

- (a) in writing;
- (b) delivered by hand, by pre-paid first-class post or other next working day delivery service; and
- (c) sent to:
 - (i) the Company at:

Number 22 Mount Ephraim, Tunbridge Wells, Kent TN4 8AS

Attention: Wayne McDonnell, Director
 - (ii) the Beneficiary at:

Attention: Tamer Hagra

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

- (d) Any notice to be given under this deed to or by the Beneficiary is deemed to have been properly given if it is given to or by the Beneficiary whose details are set out at clause 25.1(c)(ii)

25.2 Any notice or other communication that the Beneficiary gives to the Company shall be deemed to have been received:

- (a) if delivered by hand, at the time it is left at the relevant address; and
- (b) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting.

A notice or other communication given as described in clause 25 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.

25.3 Any notice or other communication given to the Beneficiary shall be deemed to have been received only on actual receipt.

25.4 This clause 25 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.

25.5 A notice or other communication given under or in connection with this deed is not valid if sent by email.

26. Governing law and jurisdiction

26.1 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.

In witness whereof this document has been executed and delivered as a deed on the date first stated above.

EXECUTED as a deed by **ENGAGE TECHNOLOGY PARTNERS LIMITED** acting by a director in the presence of:

Signature of director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

SIGNED as a deed by **TAMER HAGRAS** in the presence of:

Sign here



Signature of witness _____

Name (in BLOCK CAPITALS) Tom Hearnden



Address _____

EXECUTED as a deed by **ENGAGE TECHNOLOGY PARTNERS LIMITED** acting by a director in the presence of:

Signature of director

Signature of witness

Vanessa Hughes

Name (in BLOCK CAPITALS)

Address

SIGNED as a deed by **TAMER HAGRAS** in the presence of:

Sign here

Signature of witness

Name (in BLOCK CAPITALS)

Address