



**Registration of a Charge**

Company name: **CLEAR SCORE TECHNOLOGY LIMITED**

Company number: **09221862**



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Received for Electronic Filing: **24/08/2017**

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**Details of Charge**

Date of creation: **22/08/2017**

Charge code: **0922 1862 0002**

Persons entitled: **SILICON VALLEY BANK**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**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: 9221862

Charge code: 0922 1862 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd August 2017 and created by CLEAR SCORE TECHNOLOGY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th August 2017 .

Given at Companies House, Cardiff on 29th August 2017

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 24 August 2017

Signed Osborne Clarke LLP Supplemental Debenture

Osborne Clarke LLP

THE SUPPLEMENTAL DEBENTURE is made on 22 August 2017  
2 Temple Back East

Between:

Temple Quay, Bristol

BS1 6EG

1. Clear Score Technology Limited a limited liability company incorporated under the laws of England & Wales with company number 09221862 and its registered address at 47 Durham Street, London, United Kingdom, SE11 5JA (the "Company"); and

2. Silicon Valley Bank a California corporation with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 US (the "Bank").

#### Background

- (A) Pursuant to the Original Debenture (as defined below), the Company created Security Interests over all of its assets for, amongst other things, its present and future obligations and liabilities under the Loan Documents.
- (B) The Company has directed all its customers and other debtors to pay all Receivables into the SVB Blocked Accounts and, in accordance with Clause 18.10 of the Loan Agreement, the Company has agreed to enter into this Supplemental Debenture.
- (C) This Supplemental Debenture is supplemental to the Original Debenture (as defined below).

The parties to this Supplemental Debenture agree as follows:

#### 1. Definitions and Construction

##### 1.1. Definitions

Terms defined in the Original Debenture shall, unless otherwise defined in this Supplemental Debenture or unless a contrary intention appears, bear the same meaning when used in this Supplemental Debenture and the following term has the following meaning:

"Original Debenture" means the debenture between (1) the Company and (2) the Bank dated 2 February 2017.

##### 1.2. Construction

- (a) Unless a contrary intention appears, Clause Error! Reference source not found. (Construction) of the Debenture applies to this Supplemental Debenture, and shall be deemed to be incorporated into this Supplemental Debenture, mutatis mutandis, as though set out in full in this Supplemental Debenture, with any reference to "this Agreement" being deemed to be a reference to "this Supplemental Debenture", subject to any necessary changes.
- (b) Any references to the Bank or any Receiver shall include its Delegate.

##### 1.3. Law of Property (Miscellaneous Provisions) Act 1989

To the extent necessary for any agreement for the disposition of the Security Assets in this Supplemental Debenture to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Loan Documents and of any side

letters between the parties to this Supplemental Debenture are incorporated into this Supplemental Debenture.

**1.4. Implied Covenants for Title**

The obligations of the Company under this Supplemental Debenture shall be in addition to the covenants for title deemed to be included in this Supplemental Debenture by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

**1.5. Effect as a Deed**

This Supplemental Debenture is intended to take effect as a deed notwithstanding that the Bank may have executed it under hand only.

**2. Security Assets**

- 2.1. As security for the payment of the Secured Liabilities, the Company charges in favour of the Bank, with full title guarantee, by way of fixed charge:

- (a) the Receivables paid into the SVB Blocked Accounts; and
- (b) the SVB Blocked Accounts more particularly described below:

Currency	Account number	Sort Code	Branch Address	Reference/designation
GBP	[REDACTED]	[REDACTED]	[REDACTED]	Blocked

**3. Incorporation**

The provisions of Clause 4 (*Nature of Security*) to Clause 19 (*Miscellaneous*) (inclusive) of the Original Debenture apply to this Supplemental Debenture as though they were set out in full in this Supplemental Debenture except that references to "this Deed" in the Original Debenture are to be construed as references to "this Supplemental Debenture".

**4. Continuation**

- 4.1. Except insofar as supplemental hereby, the Original Debenture will remain in full force and effect.
- 4.2. The Company agrees that the execution of this Supplemental Debenture shall in no way prejudice or affect the security granted by it (or the covenants given by it) under the Original Debenture.
- 4.3. References in the Original Debenture to "this Deed" and expressions of similar import shall be deemed to be references to the Original Debenture as supplemented by this Supplemental Debenture and to this Supplemental Debenture.
- 4.4. This Supplemental Debenture is designated as a Loan Document.

**Signatories to this Deed**

**Company**

Executed as a deed by )  
**Clear Score Technology** )  
**Limited** )  
acting by one director )  
in the presence of: )



Signature of director Justin Basini  
Signature of witness  
Name of witness Guy Buckley-Sharp  
Address of witness  
Occupation of witness CFO



**Bank**

Executed as a deed by )  
an authorised signatory )  
for and on behalf of )  
**Silicon Valley Bank** )



*Brian Geary*