



Registration of a Charge

Company Name: **LOKE MOBILE LIMITED**

Company Number: **11252565**



XC1G7LOJ

Received for filing in Electronic Format on the: **14/04/2023**

Details of Charge

Date of creation: **13/04/2023**

Charge code: **1125 2565 0001**

Persons entitled: **NIGHTINGALE PARTNERS PTY LIMITED**

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: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **MARRIOTT HARRISON LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11252565

Charge code: 1125 2565 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th April 2023 and created by LOKE MOBILE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th April 2023 .

Given at Companies House, Cardiff on 18th April 2023

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**

DATE 13 April 2023

- (1) THE COMPANIES NAMED IN THIS DEED (AS CHARGING COMPANIES)**
- (2) NIGHTINGALE PARTNERS PTY LIMITED (AS SECURITY TRUSTEE)**

GUARANTEE AND DEBENTURE

**PURSUANT TO, AND IN RESPECT OF, A CONVERTIBLE LOAN NOTE INSTRUMENT
DATED ON OR AROUND THE DATE OF THIS DEED**

(as amended from time to time)

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DATED 13 April 2023

PARTIES

- (1) **LOKE GROUP LIMITED** a company incorporated and registered in England and Wales with company number 12086338 whose registered office is at Avenue H Q, 17 Mann Island, Liverpool, United Kingdom L3 1BP (the "**Company**") and the subsidiaries of the Company listed in Schedule 1 hereto (together with the Company, the "**Original Charging Companies**"); and
- (2) **NIGHTINGALE PARTNERS PTY LIMITED** incorporated in Australia with Australian company number 117 659 480 whose registered office is at Level 3, 22 Market Street, Sydney NSW 2000 (the "**Security Trustee**").

RECITALS

Whereas:

- (A) The Company has issued the Instrument (as defined below) in favour of the Security Trustee.
- (B) The Original Charging Companies, other than the Company, have agreed to:
 - a. guarantee all of the obligations of the Company under the Instrument; and
 - b. provide Security to secure the payment and discharge of the Secured Obligations.
- (C) The Company has also agreed to:
 - a. guarantee all of the obligations of the other Original Charging Companies under the Instrument; and
 - b. provide Security to secure the payment and discharge of the Secured Obligations.
- (D) The Security Trustee (as appointed from time to time) shall hold the rights, benefits and security granted to the Security Trustee under or pursuant to this Deed on trust for the benefit of itself and the Noteholders from time to time and shall exercise its rights and carry out its obligations under this Deed acting at the written direction of the Lender Majority (or, in relation to a matter which pursuant to the relevant Note Document requires the consent of all Noteholders, a resolution executed by or on behalf of all Noteholders) and on the terms of, and in accordance with, the Security Trust Deed.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Words and expressions defined in this Deed shall, unless the context requires otherwise, have the respective meanings ascribed to them:

"Act" means the Law of Property Act 1925;

"Business Day"	means a day, not being a Saturday or Sunday, on which banks are open for business in the City of London;
"Charged Assets"	means all property, rights and assets from time to time charged by or pursuant to this Deed;
"Charging Companies"	means the Original Charging Companies and any company which accedes to the terms of this Deed pursuant to the terms of a duly executed Deed of Accession (each a "Charging Company");
"Deed of Accession"	means a deed of accession to this Deed in the form set out in Schedule 5;
"Delegate"	means any delegate, agent, attorney or co-trustee appointed by the Security Trustee.
"Designated Accounts"	means any accounts of the Charging Companies nominated by Security Trustee as a designated account for the purposes of this Deed;
"Encumbrance"	means any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention, flawed asset agreement, preferential right or trust arrangement or other security arrangement or agreement or any right conferring a priority of payment;
"Event of Default"	means the events specified in clause 10 of the Instrument;
"Guarantee"	means the guarantee and indemnity contained in clause 2, as extended by Schedule 3;
"Insurances"	means the policies of insurance in which a Charging Company has an interest from time to time;
"Instrument"	means the up to GBP £300,000 secured convertible loan note instrument dated on or around the date of this deed, issued by the Company, constituting the Notes, as from time to time is further amended, varied, supplemented and extended;
"Intellectual Property Rights"	means all publishing rights, patents, designs (whether registered or unregistered) copyrights design rights trademarks and service marks (whether registered or unregistered) utility models trade and business names know how formulae inventions confidential information trade secrets and computer software programs and systems (including

the benefit of any licences or consents relating to any of the above) and all fees royalties or other rights derived therefrom or incidental thereto in any part of the world and all applications for registration in respect of any of the same;

"Investments"

means shares, certificates of deposit, debentures and other investments as defined in part II of Schedule II of the Financial Services and Markets Act 2000 including any Shares;

"Lender Majority"

has the meaning given in the Instrument;

"Permitted Encumbrance"

means an Encumbrance which exists prior to the date of this Deed or permitted by the Security Trustee in writing (acting on a written direction from the Lender Majority);

"Property"

means the property specified in Schedule 2;

"Notes"

has the meaning given in the Instrument;

"Noteholder"

has the meaning given in the Instrument;

"Note Documents"

means the Notes, the Instrument, the Security Trust Deed, any Security Document and any other document designated as such by the Security Trustee and the Company;

"Receivables"

means:

- (a) all present and future book and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts recoverable or receivable by any Charging Company from other persons or due or owing to such Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever);
- (b) the benefit of all rights and remedies relating to any of the foregoing including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, Encumbrances, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights; and
- (c) all proceeds of any of the foregoing;

"Receiver"	means a receiver and manager, a receiver or manager appointed under this Deed or any other Transaction Security Document and, as the context permits, shall include administrative receiver as defined in the Insolvency Act 1986;
"Related Rights"	<p>means, in relation to any Investments or Shares, all dividends, distributions and other income paid or payable on the relevant Investment or Shares (as the case may be), together with:</p> <ul style="list-style-type: none"> (a) all shares or other property derived from the relevant Investment or Shares (as the case may be); and (b) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investment or Shares (whether by way of conversion, redemption, bonus, preference, option or otherwise);
"Relevant Contract"	means any agreement designated from time to time by the Security Trustee as a "Relevant Contract" for the purposes of this Deed together with each other agreement supplementing or amending or novating or replacing the same;
"Secured Obligations"	means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Company under the Note Documents to the Secured Parties and the Noteholders, together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its rights under the Note Documents and any related document, or any other Security Document (as supplemented, amended and/or restated from time to time);
"Secured Party"	means the Security Trustee, the Noteholders and any Receiver and Delegate.
"Security"	means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect (and including, without limitation, this Deed);
"Security Documents"	means:

(a) this Deed; and

(b) any other document creating, or which expresses to create, Security for the liabilities of the Company to any Secured Party (as defined in the Security Trust Deed) under any Note Document.

"Security Trust Deed" means a security trust deed dated on or about the date of this deed between the Company and the Security Trustee; and

"Shares" means any shares held by the Company in its direct subsidiaries.

1.2 Interpretation

- 1.2.1 References to clauses, sub-clauses, paragraphs and Schedules are to be construed, unless otherwise stated, as references to clauses, sub-clauses, paragraphs and the Schedules of this Deed.
- 1.2.2 References in this Deed to any enactment shall be deemed to include references to such enactment as re-enacted, amended or extended for the time being.
- 1.2.3 Clause headings are for convenience only and shall in no way affect the construction of this Deed.
- 1.2.4 Section 61 of the Act shall govern the construction of this Deed.
- 1.2.5 References to the **"Charging Companies"** and the **"Security Trustee"** shall be construed so as to include their respective successors or permitted assignees or transferees (whether immediate or derivative).
- 1.2.6 This Deed is at all times subject to the provisions of the Instrument and the Security Trust Deed.
- 1.2.7 References in this Deed to the singular include references to the plural and vice versa.
- 1.2.8 Any reference to this Deed, this security or any document shall, save as otherwise expressly provided herein, be construed as a reference to this Deed, this security or such other document as amended, varied, supplemented, novated, replaced and/or restated in any manner from time to time and, for the avoidance of doubt, shall be deemed to incorporate the provisions of any Deed of Accession entered into by any company, from time to time.

2 **GUARANTEE AND INDEMNITY**

- 2.1 Each Charging Company as principal obligor irrevocably and unconditionally:

- 2.1.1 guarantees to the Security Trustee and the Noteholders the due and punctual payment of all the sums comprised in the Secured Obligations owing by each such Charging Company as and when they become due and payable;
 - 2.1.2 undertakes to the Security Trustee and the Noteholders that if any of the other Charging Companies fails to pay any sum comprised in the Secured Obligations on its due date it will pay such sum on demand as if it instead of such other Charging Company were the principal obligor in respect of those Secured Obligations; and
 - 2.1.3 undertakes to indemnify the Security Trustee and each Noteholder as an additional and independent obligation against all losses, damages, costs and expenses properly incurred by the Security Trustee and each Noteholder arising from any failure by any of the other Charging Companies to pay the sums comprised in the Secured Obligations as and when they fall due.
- 2.2 The liabilities of the Charging Companies under the Guarantee are joint and several.
 - 2.3 The Guarantee is given subject to and with the benefit of the provisions set out in Schedule 3.

3 COVENANT TO PAY

Each of the Charging Companies, as principal obligor and not merely as surety, covenants with the Security Trustee that it will pay or discharge on demand the Secured Obligations as and when they fall due and payable.

4 FIXED AND FLOATING CHARGES

4.1 Fixed charges

As a continuing security for the payment of the Secured Obligations, each Charging Company hereby, with full title guarantee, charges, and agrees to charge, in favour of the Security Trustee as a first ranking security interest, the following assets which are at any time owned by such Charging Company, or in which such Charging Company is from time to time interested:

- 4.1.1 by way of fixed charge all interests in any freehold or leasehold property vested in or charged to such Charging Company, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;
- 4.1.2 by way of fixed charge all plant, machinery, computers, vehicles, office and other equipment and the benefit of all contracts, licences and warranties relating to the same;
- 4.1.3 by way of fixed charge all Shares and all other Investments, together with all Related Rights from time to time accruing thereto;
- 4.1.4 by way of fixed charge all rights and interests of such Charging Company in, and claims under, the Insurances and the Relevant Contracts and all proceeds thereof held by, or written in favour of, such

Charging Company or in which such Charging Company is otherwise interested;

- 4.1.5 by way of fixed charge all its right, title, interest and benefit in and to its accounts with any bank, financial institution or other person (including the Designated Accounts), all monies standing to the credit of such accounts, all interest accrued on monies standing to the credit of such accounts and all rights of such Charging Company to repayment of any of the foregoing;
- 4.1.6 by way of fixed charge all Intellectual Property Rights;
- 4.1.7 by way of fixed charge the benefit of all licences, consents, agreements and authorisations held or utilised by such Charging Company in connection with its business or the use of any of its assets; and
- 4.1.8 by way of fixed charge all the goodwill and uncalled capital of such Charging Company.

4.2 Floating charge

As further continuing security for the payment of the Secured Obligations, each Charging Company hereby charges with full title guarantee in favour of the Security Trustee by way of floating charge all its assets and undertaking whatsoever and wheresoever situated both present and future not effectively charged by way of fixed mortgage or charge pursuant to the provisions of clause 4.1, including, without prejudice to the generality of the foregoing, heritable property and all other property and assets in Scotland.

4.3 Qualifying Floating Charge

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

4.4 Intellectual property interests containing prohibition on charging

- 4.4.1 Until the relevant consent shall have been obtained, there shall be excluded from the charges created by clause 4.1 (and the further assurance provisions set out in clause 8) any Intellectual Property Rights in which any Charging Company has an interest pursuant to any licence or other agreement, the terms of which either preclude the Charging Company from creating any security over its interest in such Intellectual Property Rights, or require the consent of any third party prior to the creation of such charge and such consent shall not have been previously obtained (each an **"Excluded Intellectual Property Right"**).
- 4.4.2 With regard to each Excluded Intellectual Property Right, the relevant Charging Company hereby undertakes within 30 days of the date hereof to make application for the consent of the third party from whom consent is required (where the identity of the relevant third party is known to the relevant Charging Company) to the creation of the charges contained in clause 4.1 (and the further assurance provisions set out in clause 8) and, in respect of any licence or agreement which provides that the relevant third party will not unreasonably withhold its consent (each such Excluded Intellectual Property Right in respect of

which a relevant third party may not unreasonably withhold its consent to the creation of security, hereinafter referred to as a "**Relevant Intellectual Property Right**"), to use its reasonable endeavours to obtain such consent as soon as possible and to keep the Security Trustee informed of the progress of its negotiations with such third parties.

- 4.4.3 Forthwith upon receipt of any such third party consent, the Relevant Excluded Intellectual Property Right shall thereupon be charged to the Security Trustee pursuant to the terms of clause 4.1 (or, as the case may be, clause 8). Following receipt of such consent the relevant Charging Company will execute security in favour of, and in such form as is required by, the Security Trustee, subject only to the same containing terms and conditions no more onerous than those contained herein.

4.5 Notice of assignment and/or charge

If applicable, as soon as reasonably practicable upon execution of this Deed (and as soon as reasonably practicable upon the execution of any Relevant Contract after the date of this Deed) the Charging Companies (as applicable) shall:

- 4.5.1 in respect of each Relevant Contract, deliver a duly completed notice of assignment to each other party to that Relevant Contract, and shall use its reasonable endeavours to procure that each such party executes and delivers to the Security Trustee an acknowledgement, in each case, in the form as set out in Schedule 4 of this Deed.

5 **CONVERSION OF FLOATING CHARGE**

5.1 Conversion of floating charge

The Security Trustee may by written notice to a Charging Company convert the floating charge created by this Deed into a fixed charge as regards all or any of that Charging Company's assets specified in the notice if an Event of Default has occurred and is continuing unremedied or unwaived.

5.2 Automatic conversion of floating charge

The floating charge created by a Charging Company under this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge in relation to any of the Charged Assets subject to the floating charge created by clause 4.2 (a "**Floating Charge Asset**") if such Charging Company creates (or purports to create) an Encumbrance (other than a Permitted Encumbrance) on or over the relevant Floating Charge Asset without the prior consent in writing of the Security Trustee or if any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Floating Charge Asset.

5.3 No waiver

The giving by the Security Trustee of a notice pursuant to clause 5.1 in relation to any class of assets of any Charging Company shall not be construed as a waiver or abandonment of the rights of the Security Trustee to serve similar notices in respect of any other class of assets or of any of the other rights of the Security Trustee.

6 **CONTINUING SECURITY**

- 6.1 This Deed shall be in addition to, and without prejudice to and shall not merge with, any other right, remedy, guarantee, mortgage or other security which the Security Trustee may at any time hold for any of the Secured Obligations and this Deed may be enforced against each or any Charging Company without the Security Trustee first having recourse to any other right, remedy, guarantee, mortgage or other security held or available to it.
- 6.2 This Deed shall remain in full force and effect as a continuing security until the Security Trustee shall have certified in writing that the Secured Obligations have been discharged in full.

7 NEGATIVE PLEDGE

- 7.1 Save as permitted by the terms of the Instrument, each Charging Company severally covenants with the Security Trustee that, during the continuance of the security created by this Deed, it shall not without the prior written consent of the Security Trustee:
- 7.1.1 create or permit to subsist any Encumbrance (other than a Permitted Encumbrance) upon any of the Charged Assets; and/or
- 7.1.2 except in the ordinary course of business sell, transfer, lease, lend or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of the Charged Assets.

8 FURTHER ASSURANCE

- 8.1 Each Charging Company will, whenever requested by the Security Trustee and at its own expense, promptly execute such deeds or documents and take any reasonable action required by the Security Trustee to perfect and protect the security created (or intended to be created) by this Deed or otherwise to enforce the same or exercise any of the rights of the Security Trustee hereunder. In particular, but without limitation, each Charging Company will (subject, where applicable, to clause 4.3 above):
- 8.1.1 execute a valid legal mortgage of any freehold or leasehold property now or in the future belonging to such Charging Company which is not hereby effectively charged by way of legal mortgage;
- 8.1.2 execute a legal assignment over all or any of the Receivables and give notice of such assignment to the relevant Debtors;
- 8.1.3 execute a valid fixed charge over any asset the subject of the floating charge hereunder; and/or
- 8.1.4 otherwise execute all transfers, assignments, conveyances and assurances whatsoever and give all notices, orders, instructions and directions whatsoever which the Security Trustee (acting reasonably) may think expedient.
- 8.2 Any security document required to be executed by a Charging Company pursuant to clause 8.1 will be prepared at the cost of such Charging Company and will contain terms and conditions which are no more onerous than those contained herein.
- 8.3 Each Charging Company as registered proprietor hereby appoints the Security Trustee as its agent to apply for the particulars of this Deed and of the interest of

the Security Trustee in the Intellectual Property Rights and any other or future trademarks or trade mark applications registered or to be registered in the United Kingdom in the name of each Charging Company to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994 and each Charging Company hereby agrees to execute all documents and forms required to enable such particulars to be entered on the Register of Trade Marks.

9 REPRESENTATIONS AND WARRANTIES

9.1 Each Charging Company represents and warrants to the Security Trustee that:

9.1.1 Incorporation

It is a limited company duly organised, validly existing and registered under relevant laws of the jurisdiction in which it is incorporated and has the power and all necessary governmental and other consents, approvals, licences and authorities to own its property and assets and carry on its business;

9.1.2 Authority

It is empowered to enter into and perform its obligations contained in this Deed and has taken all necessary action to authorise the execution, delivery and performance of this Deed, to create the security to be constituted hereby and to observe and perform its obligations hereunder;

9.1.3 Obligations binding

This Deed as executed and delivered constitutes and will constitute its legal, valid and binding obligations;

9.1.4 No contravention

Neither the execution and delivery nor the performance of its obligations under and compliance with the provisions of this Deed, nor the creation of the security constituted by it, does or will contravene, conflict with or breach any provisions of any law, regulation or statute to which it is subject, or any agreement, undertaking or other instrument in respect of, or binding on such Charging Company or on any of its assets, or any provision of its memorandum and articles of association, or, as the case may be, other constitutional documentation; and

9.1.5 Shares

It is the legal and beneficial owner of the Shares.

9.2 Matters represented

Each of the representations and warranties in clauses 9.1.1 to 9.1.5 (inclusive) will be correct and complied with in all material respects at all times during the continuance of this security.

10 COVENANTS OF THE CHARGING COMPANIES

Each of the Charging Companies hereby covenants with the Security Trustee and covenants to procure that each other Charging Company will:

10.1 Insurance

Effect and maintain insurances at its own expense in respect of all its assets and business with insurers previously approved by the Security Trustee in writing (acting on a written direction from the Lender Majority). Such insurances shall:

- 10.1.1 provide cover against all risks which are normally and prudently insured against by other companies owning or possessing similar assets and carrying on similar businesses;
- 10.1.2 be in such amounts as would in the circumstances be prudent for such companies; and
- 10.1.3 have the interest of the Security Trustee as mortgagee noted on the policies:
 - (a) in respect of the Original Charging Companies only, within 30 days of the date of this Deed; and
 - (b) in respect of any other Charging Company, within 30 days of the date upon which it executes a Deed of Accession,

and each Charging Company will supply to the Security Trustee on request copies of each policy of insurance required to be maintained in accordance with this clause 10.1, together with the current premium receipts relating thereto. For the avoidance of doubt, the above provisions shall apply to interests in any leasehold properties PROVIDED THAT any such provisions do not conflict in any material way with the provisions of the relevant occupational lease under which such leasehold interest has been created;

10.2 Outgoings

Duly and punctually pay all rates, rents, taxes, and other outgoings due by it in respect of the Charged Assets (or any of them);

10.3 Inspection

Permit the Security Trustee or its designated representatives to have, on reasonable notice, access during normal office hours to its accounts and accounting records and to any books and records relating to the Charged Assets, to inspect and take extracts from the same and make photocopies thereof and the relevant Charging Company shall provide, at its cost and expense, such clerical and other assistance as the Security Trustee may reasonably request with regard thereto;

10.4 Comply with statutes

In relation to the Charged Assets, comply with all obligations under any present or future statute, regulation, order and instrument or under any byelaws, regulations or requirements of any competent authority or other approvals, licences or consents and produce to the Security Trustee, within 21 days of receipt of the same, every material notice, order or proposal given or made in relation to the Charged Assets by any competent authority and either comply with the same or

make such objections and representations against the same as the Security Trustee (acting reasonably) may require or approve;

10.5 Comply with covenants

Observe and perform all covenants and stipulations from time to time affecting any part of the Charged Assets, or the manner of use or the enjoyment of the same and shall not, except with the prior written consent of the Security Trustee, such consent not to be unreasonably withheld or delayed, enter into any onerous or restrictive obligations affecting any part thereof;

10.6 Deposit of documents

Unless the Security Trustee otherwise confirms in writing, deposit with the Security Trustee all deeds and documents of title relating to the Charged Assets;

10.7 Intellectual Property

Ensure that each Charging Company will:

- 10.7.1 observe and comply with all material obligations and laws to which it is subject in its capacity as registered proprietor, beneficial owner, user, licensor or licensee of its material Intellectual Property Rights or any part thereof;
- 10.7.2 do all acts as are reasonably practicable to maintain, protect and safeguard its material Intellectual Property Rights and not discontinue the use of any of its material Intellectual Property Rights, nor allow it to be used in such a way that it is put at risk by becoming generic or by being identified as disreputable in any material way;
- 10.7.3 duly register in such register(s), or with such authorities as may be available for the purpose, and in such name(s) as may be required by the law and practice of the place of registration, such of its material Intellectual Property Rights and all assignments, licences and mortgages thereof as may be capable of registration in such place(s);
- 10.7.4 pay all fees necessary to maintain, protect and safeguard its material Intellectual Property Rights and the registrations required to be made under clause 10.7.3 prior to the latest time provided for payment thereof;
- 10.7.5 take all such reasonable steps, including the commencement of legal proceedings, as may be necessary to safeguard and maintain the validity, reputation, integrity, registration or subsistence of its material Intellectual Property Rights;
- 10.7.6 not change the specification referred to in any of its registration of any material Intellectual Property Rights or permit any disclaimer, condition, restriction, memorandum or other thing to be entered on the registration of any of the trademarks comprised within such material Intellectual Property Rights, the effect of which will be to materially and adversely affect the value of such trademarks;
- 10.7.7 not assign, sever, dispose of, or otherwise part with control of its material Intellectual Property Rights, or create or permit to subsist any Encumbrance thereon (other than a Permitted Encumbrance), or grant

any licence to any person to use the same in any manner which will materially and adversely affect the value of such material Intellectual Property Rights;

- 10.7.8 maintain a comprehensive, detailed and up-to-date centralised record of all its material Intellectual Property Rights (including details of agents engaged in relation to registrations thereof); and
- 10.7.9 promptly provide the Security Trustee with a copy of the record described in clause 10.7.8 and/or a written summary of all its Intellectual Property Rights created or acquired since the date of this Deed or the date of the last notification, in accordance with the provisions of this clause 10.7.9.

10.8 Property acquisitions

Notify the Security Trustee forthwith upon the acquisition by that Charging Company of any freehold or leasehold property;

10.9 Security Trustee may insure

If any Charging Company fails to effect or keep up the insurances referred to in clause 10.1, or to produce to the Security Trustee any such policy or receipt on demand, the Security Trustee may take out or renew such policies of insurance in any sum which the Security Trustee may reasonably think expedient and all monies expended by the Security Trustee in respect thereof shall be deemed to be properly paid by the Security Trustee, and shall be reimbursed by the relevant Charging Company on demand. This Deed shall be a security for the reimbursement to the Security Trustee of such monies together with such interest as aforesaid.

10.10 Application of monies

All claims and monies received or receivable under any such insurances shall (subject to the rights of any claims of any lessor or landlord of any part of the Charged Assets) be applied, in repairing, replacing, restoring or rebuilding the property damaged or destroyed or, after the occurrence of an Event of Default which is continuing unremedied or unwaived in permanent reduction of the Secured Obligations in such order as the Security Trustee sees fit.

10.11 Relevant Contracts

- 10.11.1 No Charging Company shall, except with the prior written consent of the Security Trustee, materially amend or waive any term of any Relevant Contract, terminate any Relevant Contract or release any other party from its obligations under any Relevant Contract.
- 10.11.2 Each Charging Company shall duly perform its obligations under each Relevant Contract, shall notify the Security Trustee of any material default by it or any other party under any Relevant Contract and shall not take any action which will reduce or impede recoveries in respect of any Charged Asset.
- 10.11.3 Each Charging Company shall provide to the Security Trustee, as soon as practicable upon receipt, copies of all notices and information received by it from any other party to any Relevant Contract.

11 ENFORCEMENT OF SECURITY

- 11.1 The security constituted by this Deed shall become immediately enforceable upon the occurrence of an Event of Default which is continuing unremedied or unwaived, and the power of sale and other powers conferred by section 101 of the Act, as varied or amended by this Deed, shall be immediately exercisable upon and at any time after the occurrence of any Event of Default which is continuing unremedied or unwaived. After the security constituted by this Deed has become enforceable, the Security Trustee may enforce all or any part of this security in accordance with the Security Trust Deed.
- 11.2 For the purposes of all powers implied by statute, the Secured Obligations shall be deemed to have become due and payable on the date of this Deed and sections 93 and 103 of the Act shall not apply to this security. The statutory powers of leasing conferred on the Security Trustee shall be extended so as to authorise the Security Trustee to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Trustee shall think fit and without the need to comply with any of the provisions of sections 99 and 100 of the Act.

12 APPOINTMENT AND POWERS OF RECEIVER

- 12.1 At any time after this security becomes enforceable, or if so requested by any Charging Company by written notice at any time, the Security Trustee may:
- 12.1.1 without further notice appoint any person (or persons) to be a Receiver of all or any part of the Charged Assets and/or of the income thereof;
 - 12.1.2 appoint or apply for the appointment of any person who is appropriately qualified as administrator of such Charging Company;
 - 12.1.3 exercise all or any of the powers conferred on mortgagees by the Act and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver; and/or
 - 12.1.4 exercise (in the name of a Charging Company and without any further consent or authority of such Charging Company) any voting rights and any powers or rights which may be exercised by the person(s) in whose name the charged assets are registered, or who is the holder of any of the, or otherwise (including all the powers given to trustees by section 10(3) and (4) of the Trustee Act 1925 as amended by section 9 of the Trustee Investment Act 1961 in respect of securities or property subject to a trust).
- 12.2 The Security Trustee may remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated for whatever reason.
- 12.3 If at any time and by virtue of any such appointment there is more than one Receiver of all or any part of the Charged Assets and/or the income thereof, such persons shall have power to act individually (unless the contrary shall be stated in the deed(s) or other instrument(s) appointing them).
- 12.4 Any Receiver shall (in addition to the powers conferred by the Act and Schedule 1 of the Insolvency Act 1986 or any other statute from time to time in force subject to any limitations or restrictions in this Deed or any other instrument appointing them) have the following powers:

- 12.4.1 to take possession of, collect and get in all or any part of the Charged Assets and/or income in respect of which he was appointed;
 - 12.4.2 to manage the Charged Assets and the business of any of the Charging Companies;
 - 12.4.3 to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
 - 12.4.4 to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which any of the Charging Companies were concerned or interested prior to his appointment, being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land;
 - 12.4.5 to sell or concur in selling, leasing or otherwise disposing of all or any part of the Charged Assets in respect of which he was appointed without the need to observe the restriction imposed by section 103 of the Act;
 - 12.4.6 to carry out any sale, lease or other disposal of all or any part of the Charged Assets by conveying, transferring, assigning or leasing the same in the name of any of the Charging Companies and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, any of the Charging Companies;
 - 12.4.7 to take any such proceedings, in the name of any of the Charging Companies or otherwise, as he shall think fit in respect of the Charged Assets and/or income in respect of which he was appointed, including proceedings for recovery of rent or other monies in arrears at the date of his appointment;
 - 12.4.8 to enter into or make any such agreement, arrangement or compromise as he shall think fit;
 - 12.4.9 to insure, and renew any insurances in respect of, the Charged Assets as he shall think fit, or as the Security Trustee shall direct;
 - 12.4.10 to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit, including, without prejudice to the generality of the foregoing power, to employ his partners and firm;
 - 12.4.11 to operate any rent review clause in respect of any property in respect of which he was appointed or any part thereof and to apply for any new or extended lease; and
 - 12.4.12 to do all such other things as may seem to him to be incidental or conducive to any other power vested in him in the realisation of this security.
- 12.5 In making any sale or other disposal in the exercise of their respective powers, the Receiver or the Security Trustee may accept, as and by way of consideration for such sale or other disposal, cash, shares, loan capital or other obligations,

including, without limitation, consideration fluctuating according to or dependent upon profit or turnover and consideration the amount whereof is to be determined by a third party. Any such consideration may be receivable in a lump sum or by instalments and upon receipt by the Receiver, shall ipso facto be and become charged with the payment of the Secured Obligations. Any contract for any such sale or other disposal by the Receiver or the Security Trustee may contain conditions excluding or restricting the personal liability of the Receiver and the Security Trustee.

- 12.6 Any Receiver appointed hereunder shall be the agent of the Charging Companies and (subject to the provisions of the Companies Act 2006 and the Insolvency Act 1986) the Charging Companies shall be solely responsible for his acts and defaults and for his remuneration.
- 12.7 Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Security Trustee (or, failing such agreement, to be fixed by the Security Trustee).
- 12.8 Only monies actually paid by a Receiver to the Security Trustee in satisfaction or discharge of the Secured Obligations shall be capable of being applied by the Security Trustee in satisfaction thereof.
- 12.9 Neither the Security Trustee nor any Receiver shall be liable in respect of all or any part of the Charged Assets or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless such loss or damage is caused by its or his gross negligence or wilful default.
- 12.10 Without prejudice to the generality of clause 12.9, entry into possession of the Charged Assets shall not render the Security Trustee or the Receiver liable to account as mortgagee in possession and if and whenever the Security Trustee enters into possession of the Charged Assets, it shall be entitled to any time at its discretion to go out of such possession.
- 12.11 The Security Trustee and every Receiver, attorney, manager, agent or other person appointed by the Security Trustee hereunder are hereby entitled to be indemnified out of the Charged Assets in respect of:
 - 12.11.1 all liabilities and expenses properly incurred by them or him arising in connection with the Charged Assets or any part thereof from any actual or alleged breach of law relating to the environment whether by any Charging Company, the Security Trustee, a Receiver, any of the Noteholders or by any other person unless caused by the negligence or wilful act or default of the same; and/or
 - 12.11.2 in the execution or purported execution of any of the powers, authorities or discretions vested in them or him pursuant to this Deed and against all actions proceedings costs claims and demands in respect of any matter or thing done or omitted by them or him in any way relating to the Charged Assets and the Security Trustee and any such Receiver may retain and pay all sums in respect of the same out of any moneys received under the powers hereby conferred.
- 12.12 All or any of the powers which are conferred by this Deed on a Receiver may be exercised by the Security Trustee without first appointing a Receiver or notwithstanding the appointment of any Receiver.

13 APPLICATION OF PROCEEDS

- 13.1 All monies received by the Security Trustee or any Receiver appointed under this Deed shall (subject to the rights and claims of any person having a security ranking in priority to the security constituted by this Deed) be applied in accordance with the order of priority set out in the Security Trust Deed.
- 13.2 The provisions of clause 13 shall take effect as and by way of variation and extension to the provisions of section 109 of the Act, which provisions as so varied and extended shall be deemed incorporated in this Deed.

14 POWER OF ATTORNEY

Each Charging Company, by way of security, irrevocably appoints the Security Trustee and every Receiver of the Charged Assets (or any part thereof) appointed hereunder and any person nominated for the purpose by the Security Trustee or any Receiver (in writing under hand signed by an officer of the Security Trustee or any Receiver) severally as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to sign or execute (using the company seal where appropriate) any deed, document, agreement and instrument required under the terms of this Deed and, following the occurrence of an Event of Default and for as long as the same is continuing unremedied or unwaived, to do all such acts or things as may be required by the Security Trustee or any Receiver hereunder or in the exercise of any of their powers, and each Charging Company hereby covenants with the Security Trustee to ratify and confirm all acts or things made, done or executed by such attorney as aforesaid.

15 PROTECTION OF THIRD PARTIES

No purchaser from or other person dealing with the Security Trustee or with any Receiver of the Charged Assets shall be obliged or concerned to enquire whether the right of the Security Trustee to appoint a Receiver or the right of the Security Trustee or any Receiver to exercise any of the powers conferred by this Deed in relation to the Charged Assets or any part thereof have arisen or become exercisable by the Security Trustee or by any such Receiver, nor be concerned with notice to the contrary, nor with the propriety of the exercise or purported exercise of any such powers and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters.

16 NOTICE OF SUBSEQUENT ENCUMBRANCE

If the Security Trustee receives notice (whether actual or otherwise) of any subsequent Encumbrance, other than a Permitted Encumbrance, affecting any part of the Charged Assets and/or the proceeds of sale thereof, it may open a new account or accounts for any of the Charging Companies in its books and if it does not do so then, as from the time of receipt of such notice by the Security Trustee, all payments made by such Charging Company to the Security Trustee shall be treated as having been credited to the new account of such Charging Company and not as having been applied in reduction of the Secured Obligations.

17 CURRENCY

- 17.1 All monies received or held by the Security Trustee or any Receiver under this Deed may be converted from their existing currency into the currency that the obligations and liabilities comprised in the Secured Obligations are due at the spot rate of exchange of the bank used by the Security Trustee or any Receiver on the relevant Business Day.

- 17.2 No payment to the Security Trustee (whether under any judgment or court order or in the liquidation or dissolution of any of the Charging Companies or otherwise) shall discharge the obligation or liability of any Charging Company in respect of which it was made, unless and until the Security Trustee shall have received payment in full in the currency in which the obligation or liability was incurred and, to the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency, the Security Trustee shall have a further separate cause of action against such Charging Company and shall be entitled to enforce the security constituted by this Deed to recover the amount of the shortfall.

18 APPROPRIATION AND SUSPENSE ACCOUNT

- 18.1 Subject to clause 18.2, the Security Trustee may apply all payments received for the Secured Obligations to reduce any part of those liabilities as it thinks fit.
- 18.2 All monies received, recovered or realised by the Security Trustee under this Deed may at the discretion of the Security Trustee be credited to any suspense account for so long as the Security Trustee determines (with interest accruing thereon at a fair market rate, agreed between the Security Trustee and the relevant Charging Company for the account of the relevant Charging Company and in default of agreement, the Security Trustee's standard rate for deposits of this size and nature) without the Security Trustee having any obligation to apply the same or any part thereof in or towards the discharge of any of the Secured Obligations.

19 PAYMENTS

- 19.1 Subject to clause 19.2, all payments to be made by any Charging Company in respect of this Deed, shall be made in immediately available funds to the credit of such account as the Security Trustee may designate. All such payments shall be made free and clear of, and without any deduction for, or on account of, any set-off or counterclaim or, except to the extent compelled by law, any deduction on account of any taxes.
- 19.2 If any Charging Company is compelled by law to withhold or deduct any taxes from any sum payable hereunder to the Security Trustee, the sum so payable by such Charging Company shall be increased so as to result in the receipt by the Security Trustee of a net amount equal to the full amount expressed to be payable hereunder.

20 PROVISIONS RELATING TO INVESTMENTS

- 20.1 Dividends and voting rights

Until an Event of Default occurs which is continuing unwaived or which is not remedied, the Charging Companies shall be entitled to:

- 20.1.1 receive and retain all dividends, distributions and other monies paid on or derived from the Investments; and
- 20.1.2 exercise all voting and other rights and powers attaching to the Investments provided that it must not do so in a manner which is prejudicial to the interests of the Security Trustee under this Deed (including, without limitation, which has the effect of changing the terms of the Investments (or any class of them) or of any Related Rights).

20.2 Authority to complete transfers

At any time following the occurrence of an Event of Default which is continuing unwaived or which is not remedied to the reasonable satisfaction of the Security Trustee, the Security Trustee may complete the instrument(s) of transfer for the Investments on behalf of the Charging Companies in favour of itself or such other person as it may select.

20.3 No responsibility

At any time after the occurrence of an Event of Default, when any Investments are registered in the name of the Security Trustee or its nominee, the Security Trustee will not be under any duty:

- 20.3.1 to ensure that any dividends, distributions or other monies payable in respect of those Investments are duly and promptly paid or received by it or its nominee; or
- 20.3.2 to verify that the correct amounts are paid or received; or
- 20.3.3 to take any action in connection with the taking up of any (or any offer of any) Related Rights in respect of or in substitution for, any of those Investments.

21 DELAY, OMISSION, AMENDMENTS AND CONSENTS

- 21.1 No failure to exercise, nor any delay in exercising, on the part of the Security Trustee any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof, or the exercise of any other power or right. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- 21.2 Any provision of this Deed may be amended only if the Security Trustee and the Charging Companies so agree in writing and any breach hereof may be waived before or after it occurs only if the Security Trustee so agrees in writing. A waiver given or consent granted by the Security Trustee under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

22 COSTS AND EXPENSES

- 22.1 Each Charging Company shall reimburse the Security Trustee and any Receiver in respect of all reasonable expenses, including, without limitation, reasonable legal, valuation, accountancy and consultancy fees (and any value added or similar tax thereon) incurred by the Security Trustee in connection with:
 - 22.1.1 the negotiation, preparation, execution and completion of this Deed, or any of the documents referred to herein; and
 - 22.1.2 any actual or proposed amendment or extension of, or any waiver or consent under, this Deed.
- 22.2 Each Charging Company shall reimburse the Security Trustee and any Receiver for all costs and expenses, including, without limitation, legal fees (and any value added or similar tax thereon) incurred in connection with the enforcement or

preservation of any of their respective rights under this Deed, or any of the documents referred to herein.

- 22.3 Each Charging Company shall pay all present and future stamp, registration and similar taxes or charges which may be payable, or determined to be payable, in connection with the execution, delivery, performance or enforcement of this Deed or any judgment given in connection therewith and shall indemnify the Security Trustee and the Receiver against any and all liabilities, including, without limitation, penalties with respect to, or resulting from, its delay or omission to pay any such stamp, registration and similar taxes or charges.

23 RELEASE

23.1 Obligation to release

Upon the confirmation from the Security Trustee that no amounts are outstanding under the Instrument (but not otherwise), the Security Trustee shall, subject to clause 23.2 and at the request and reasonable cost of the Charging Companies, do all things necessary to release the Charged Assets (without recourse or warranty) from the security constituted by this Deed and re-assign to each Charging Company all the rights, title, interest and benefit of such Charging Company in or arising under or pursuant to the Charged Assets.

23.2 Reinstatement

Where any discharge (whether in respect of the obligations of the Charging Companies or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Charging Companies under this Deed shall continue as if the discharge or arrangement had not occurred for a period of one month from the expiry of the relevant statutory disapplication period. The Security Trustee may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

23.3 Partial release

The Security Trustee may release any Charged Assets from the security created by or pursuant to this Deed at any time and any such release shall not in any way affect, prejudice or invalidate the security created by or pursuant to this Deed over any other Charged Assets, any other security document or the obligations of the Charging Companies under this Deed or any other security document.

24 MISCELLANEOUS

- 24.1 All of the provisions of this Deed are severable and distinct from one another and the illegality, invalidity or unenforceability of any provision of this Deed under the law of any jurisdiction shall not affect the validity or enforceability of such provision under the law of any other jurisdiction, nor the legality, validity or enforceability of any other provision of this Deed.

- 24.2 This Deed may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered to any party shall be an original, but all the counterparts shall constitute one and the same instrument.

25 ASSIGNMENT

The Security Trustee may assign or transfer all or any part of its rights and obligations under this Deed to any person permitted by the Lender Majority.

26 NOTICES

- 26.1 All communications to be made hereunder shall be made in writing.
- 26.2 Any notices, proceedings or other documents to be served on any of the Charging Companies pursuant to this Deed shall be made or delivered to it at the address set out in this Deed or at such other address as a Charging Company may hereafter advise the Security Trustee of in writing.
- 26.3 Any notice to any Charging Company shall be deemed to have been given:
 - 26.3.1 if delivered personally, at the time of such delivery; and
 - 26.3.2 if posted, on the second Business Day following the day on which it was despatched by first class mail (airmail, if appropriate) postage prepaid.
- 26.4 Any notice to the Security Trustee shall be deemed to have been given only on actual receipt by the Security Trustee.

27 THIRD PARTY RIGHTS

Save under clause 12.11 or any right in favour of the Noteholders, a person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

28 GOVERNING LAW AND JURISDICTION

- 28.1 This Deed shall be governed by, and construed in accordance with, the laws of England.
- 28.2 Each of the parties to this Deed irrevocably agrees for the benefit of the Security Trustee that the courts of England shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes which may arise out of, or in connection with, this Deed and, for such purposes, the parties hereto irrevocably submit to the jurisdiction of such courts.

IN WITNESS WHEREOF the Charging Companies have each duly executed this Deed as a deed the day and the year first before written

Schedule 1
The Original Charging Companies (other than the Company) referred to the parties clause

Name	Address	Registration Number
LOKE Group Holdings Pty Ltd	Level 24, 477 Collins Street, Melbourne VIC 3000	Australian Company Number: 621 803 601
LOKE Digital Pty Limited	Level 24, 477 Collins Street, Melbourne VIC 3000	Australian Company Number: 167 259 341
LOKE Mobile Limited	Avenue H Q, 17 Mann Island, Liverpool, United Kingdom, L3 1BP	11252565

Schedule 2
Details of Registered Land

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Schedule 3
The Guarantee

- 1 The Guarantee is to be binding on the Charging Companies and each of them as a continuing security for the full amount which is now or in the future becomes due and payable or owing to the Security Trustee and/or the Noteholders and shall remain in full force and effect notwithstanding:
 - (a) any payments from time to time made to the Security Trustee and/or the Noteholders; or
 - (b) any settlement of account or any other thing whatsoever.
- 2
 - (a) If, notwithstanding paragraph 1 of this Schedule 3, the Guarantee is determined for any reason, on the expiry of one month from the date of receipt by the Security Trustee and/or the Noteholders of written notice to the Security Trustee and/or the Noteholders from a Charging Company to discontinue it in respect of the liability of that Charging Company, the liability of that Charging Company shall be crystallised (subject to paragraph 2(b) of this Schedule 3) except as regards interest, commission, charges and expenses, without affecting the liability of any Charging Company who shall not have given notice to the Security Trustee and/or the Noteholders of discontinuance.
 - (b) Notice of discontinuance under paragraph 2(a) of this Schedule 3 shall not affect the liability of the Charging Company giving such notice for the amount recoverable at the date of the expiry of the notice and that Charging Company shall continue to be liable for all sums which will or may become due and payable to the Security Trustee and/or the Noteholders from any Charging Company under or in respect of any dealing, transaction or engagement effected or entered into before that date or after that date but pursuant to any commitment, express or implied, assumed or undertaken by the Security Trustee and/or the Noteholders to any Charging Company before that date.
 - (c) If for any reason the Guarantee shall cease to be a continuing security to the Security Trustee and/or the Noteholders, the Security Trustee and/or the Noteholders may either continue any then existing account(s) or open one or more new accounts for any of the Charging Companies, but in any case the obligations of each Charging Company under the Guarantee at the date the Guarantee ceases to be a continuing security shall remain unaffected by and be computed without regard to any payment into or out of any such account.
- 3 The liabilities of each of the Charging Companies to the Security Trustee and/or the Noteholders under the Guarantee shall not be discharged, impaired or in any way affected as a result of:
 - (a) any time or indulgence or waiver given to, or composition made with any of the Charging Companies or any other person;
 - (b) any other right, remedy, guarantee, mortgage or other security held by or available to the Security Trustee and/or the Noteholders being or becoming

wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Security Trustee and/or the Noteholders from time to time dealing with, exchanging, varying, realising, releasing or failing to perfect or enforce any of the same;

- (c) the insolvency, receivership, liquidation, administration of or analogous proceedings relating to any of the Charging Companies or any other person;
- (d) any amendment, variation or modification to, or replacement of any agreement or arrangement recording or securing or comprising the Secured Obligations;
- (e) the taking, variation, compromise, renewal or release or refusal or neglect to perfect or enforce any rights, remedies or securities against any of the Charging Companies or any other person;
- (f) any change in the constitution of the Security Trustee and/or the Noteholders (or any of the successors or assigns of the Security Trustee and/or the Noteholders) or as a result of the amalgamation or consolidation by the Security Trustee and/or the Noteholders with any other company or entity;
- (g) any other act, omission, circumstance, matter or thing which but for this paragraph might operate to discharge, impair or otherwise affect the obligations of any Charging Company under the Guarantee whether in whole or in part.

4 The Guarantee (and the obligations of each Charging Company) shall continue in full force and effect notwithstanding:

- (a) the fact that any purported obligation of any of the Charging Companies or any other person to the Security Trustee and/or the Noteholders (or any security therefor) becomes wholly or partly illegal, invalid or unenforceable in any respect whether or not known to the Security Trustee and/or the Noteholders or the relevant Charging Company;
- (b) any incapacity or any change in the constitution of, or any amalgamation or reconstruction of, any Charging Company or any other person or any other matter whatsoever;
- (c) the failure of any Charging Company to be bound by the Guarantee for any reason whatsoever.

5 Subject to paragraph 6 of this Schedule 3, until all the Secured Obligations have been irrevocably paid and discharged in full, no Charging Company will:

- (a) be subrogated to or otherwise entitled to participate in, any security or monies held, received or receivable by the Security Trustee and/or the Noteholders or be entitled to any right of contribution in respect of any payment made by any Charging Company hereunder;
- (b) exercise or enforce any of its rights of subrogation and indemnity against any of the Charging Companies;
- (c) following a claim being made on a Charging Company hereunder, demand or accept repayment of any monies due from any of the Charging Companies

to it or claim any set-off or counterclaim against any of the Charging Companies;

- (d) claim or prove in a liquidation or other insolvency proceeding of any of the Charging Companies in competition with the Security Trustee and/or the Noteholders.

6 Following the making of a demand under the Guarantee, each Charging Company will (at its own cost) promptly take such of the steps or action as are referred to in paragraph 5 of this Schedule 3 as the Security Trustee and/or the Noteholders may from time to time stipulate.

7 Each Charging Company shall promptly pay to the Security Trustee and/or the Noteholders an amount equal to any set-off, proof or counterclaim exercised by it against any other Charging Company and shall hold in trust for and promptly pay or transfer to the Security Trustee and/or the Noteholders any payment or distribution or benefit of security in fact received by it whether arising as a result of a breach of paragraph 5 of this Schedule 3 or compliance with directions given under paragraph 6 of this Schedule 3.

8

- (a) If the Security Trustee and/or the Noteholders (on the basis of legal advice received by it for this purpose) reasonably considers that any amount paid by a Charging Company in respect of the Secured Obligations is capable of being avoided or set aside on the liquidation or administration of any Charging Company or otherwise, then such amount shall not be considered to have been paid for the purposes of the Guarantee.
- (b) Any release, settlement or discharge between any Charging Company and the Security Trustee and/or the Noteholders shall be conditional upon no payment, assurance or security received by the Security Trustee and/or the Noteholders from such Charging Company or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment (English or foreign) relating to insolvency, liquidation or analogous circumstances in force from time to time and accordingly (but without limiting the other rights of the Security Trustee and/or the Noteholders hereunder), the Security Trustee and/or the Noteholders shall be entitled to recover from such Charging Company the value which the Security Trustee and/or the Noteholders has placed upon such security or the amount of any such payment as if such release, settlement or discharge had not occurred.
- (c) Except in respect of the refinancing of the Secured Obligations by a third party financier as a result of which the Secured Obligations are repaid in full (but not in part only) to the Security Trustee and/or the Noteholders, the Security Trustee and/or the Noteholders may, following the discharge of all the Secured Obligations, retain any security held by it under this Deed until it is satisfied that it will not have to make any repayment under any law referred to in paragraph 8(b) of this Schedule .
- (d) The Guarantee is and will remain the property of the Security Trustee and/or the Noteholders after any release or settlement of any Charging Company's liability to the Security Trustee and/or the Noteholders.

9 For the purposes of the liability of each Charging Company to the Security Trustee and/or the Noteholders under the Guarantee (including the liability of each

Charging Company for interest) every sum of money which may now or in the future be or become due or owing to the Security Trustee and/or the Noteholders (or would have become so due or owing were it not for the liquidation or insolvency of any other company) shall be deemed to continue due and owing to the Security Trustee and/or the Noteholders until the same shall be actually repaid to the Security Trustee and/or the Noteholders notwithstanding the winding up or insolvency of any company or any other event whatever.

- 10 The Guarantee shall constitute the primary obligations of each of the Charging Companies and the Security Trustee and/or the Noteholders shall not be obliged to make a demand on any Charging Company before enforcing its rights against any other Charging Company under the Guarantee.

11

- (a) The Guarantee given by each Charging Company under this Deed shall be construed as if it were a separate guarantee and indemnity by each Charging Company in respect of the obligations owed by each other Charging Company to the Security Trustee and/or the Noteholders.
- (b) Each Charging Company agrees and consents to be bound by the terms of the Guarantee notwithstanding that one or more of the other Charging Companies which was or were intended to execute this Guarantee may not do so or may not be bound by it for any reason.

Schedule 4

Form of Notice for Relevant Contracts

[On Charging Company notepaper.]

To: [] [***insert name and address of counterparty***]

Attention: []

Date: []

Dear Sirs

Notice of charge

1. We refer to the [] [*specify the Relevant Contract*] dated [] between us and you (the **Agreement**)
2. We notify you that:
 - (a) under a guarantee and debenture dated [] between, among others, us and [NAME OF SECURITY TRUSTEE] as security trustee (the **Security Trustee**) we have granted to the Security Agent for the benefit of itself and certain other banks and financial institutions (together with the Security Agent, the **Secured Parties**) a fixed charge over our right to receive all moneys payable under the Agreement as security for certain obligations owed to the Secured Parties;
 - (b) we may not agree to amend or terminate the Agreement without the prior written consent of the Security Trustee; and
 - (c) you are authorised to disclose information relating to the Agreement to the Security Trustee on request.
3. We request that you:
 - (a) ensure that all moneys payable to us under the Agreement are credited to an account nominated by the Security Trustee (and are not paid to us);
 - (b) give the Security Trustee written notice of any breach of the Agreement as soon as you become aware of it; and
 - (c) give the Security Trustee not less than [30] days' written notice of your [terminating/giving notice to terminate] the Agreement or any transaction entered into under the Agreement.
4. Please sign and return the enclosed copy of this notice to the Security Trustee (with a copy to us) to confirm that you:

- (a) agree to the terms of this notice and to act in accordance with its provisions;
and
- (b) have not received notice that we have assigned our rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party.

5. The provisions of this notice are governed by English law.

Yours faithfully

.....

for and on behalf of

[insert name of Charging Company]

Copy to: Security Trustee

[On acknowledgement copy]

To: **[insert name and address of Security Trustee]**

Copy to: **[insert name and address of Charging Company]**

We acknowledge receipt of the above notice and confirm the matters set out in paragraph (c).

.....

for and on behalf of

[insert name of counterparty]

Date: []

Schedule 5
Deed of Accession

THIS SUPPLEMENTAL DEED is made on 20[•]

BETWEEN:

- (1) **THE COMPANIES** listed in Appendix 1 hereto (each an [**"Acceding Company"**], together the [**"Acceding Companies"**]);
- (2) **THE COMPANIES** listed in Appendix 2 hereto (together the [**"Existing Charging Companies"**]); and
- (3) [**SECURITY TRUSTEE**] (company number [•]) whose registered office is at [•] (the [**"Security Trustee"**]).

WHEREAS

This Supplemental Deed is supplemental to a guarantee and debenture dated 2023 and made between (1) the Existing Charging Companies and (2) the Security Trustee (the [**"Guarantee and Debenture"**]).

IT IS AGREED and declared as follows:

1. DEFINITIONS

- 1.1 Words or expressions defined (including by reference) in the Guarantee and Debenture shall, unless otherwise defined herein, bear the same meaning in this Supplemental Deed (including the recital hereto).
- 1.2 The principles of interpretation set out in clause 1.2 of the Guarantee and Debenture shall apply mutatis mutandis to this Supplemental Deed as if the same were set out in full herein.

2. ACCESSION OF THE ACCEDING COMPANY

- 2.1 By its execution of this Supplemental Deed, each of the [Acceding Companies] unconditionally and irrevocably undertakes to and agrees with the [Security Trustee] to observe and be bound by the terms and provisions of the Guarantee and Debenture as if it were an original party thereto as [one of the Charging Companies].
- 2.2 [Without prejudice to the generality of sub-clause 2.1 above, each Acceding Company hereby:
 - 2.2.1 (jointly and severally with the other Charging Companies) covenants and guarantees in the terms set out in clauses 2 and 3 of, and Schedule 3 to, the Guarantee and Debenture; and
 - 2.2.2 with full title guarantee, charges and assigns to the Security Trustee for the payment and discharge of all monies and liabilities hereby, or by the Guarantee and Debenture, covenanted to be paid or discharged by it, all its

property, assets and undertaking on the terms set out in clause 4 of the Guarantee and Debenture.]

- 2.3 The Existing Charging Companies hereby consent to the accession of the [Acceding Companies] to the Guarantee and Debenture on the terms of clauses 2.1 [and 2.2] of this Supplemental Deed and agree that the Guarantee and Debenture shall hereafter be read and construed as if the [Acceding Companies] had been named therein as [Charging Companies].

3. INTERPRETATION

This Supplemental Deed shall hereafter be read as one with the Guarantee and Debenture, so that all references in the Guarantee and Debenture to "this Deed", "herein" and similar expressions shall include references to this Supplemental Deed.

4. DELIVERY

This Supplemental Deed shall be treated as having been executed and delivered as a deed only upon being dated.

5. COUNTERPARTS

This Supplemental Deed may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered to any party shall be an original, but all the counterparts shall constitute one and the same instrument.

6. THIRD PARTY RIGHTS

A person who is not a party to this Supplemental Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Supplemental Deed. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

7. GOVERNING LAW AND JURISDICTION

- 7.1 This Supplemental Deed shall be governed by, and construed in accordance with, the laws of England.
- 7.2 Each of the parties to this Supplemental Deed irrevocably agrees for the benefit of the Security Trustee that the courts of England shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes which may arise out of, or in connection with, this Supplemental Deed and, for such purposes, the parties hereto irrevocably submit to the jurisdiction of such courts.

IN WITNESS whereof each of the parties to this Supplemental Deed have duly executed this Supplemental Deed the day and year first above written.

Appendix 1
The [Acceding Companies]

Company Name	Address	Registration Number
[•]	[•]	[•]
[•]	[•]	[•]

Appendix 2
The Existing Charging Companies

Name	Address	Registration Number
Loke Group Limited	Avenue H Q, 17 Mann Island, Liverpool, United Kingdom L3 1BP	12086338
LOKE Group Holdings Pty Ltd	Level 24, 477 Collins Street, Melbourne VIC 3000	Australian Company Number: 621 803 601
LOKE Digital Pty Limited	Level 24, 477 Collins Street, Melbourne VIC 3000	Australian Company Number: 167 259 341
LOKE Mobile Limited	Avenue H Q, 17 Mann Island, Liverpool, United Kingdom, L3 1BP	11252565

[EXECUTION PAGES TO TEMPLATE DEED OF ACCESSION]

[CHARGING COMPANIES]

EXECUTED as a deed by)
[•])
acting by , a director) **Director**
in the presence of:

.....
Signature of witness

Name

Address

.....
Occupation

[SECURITY TRUSTEE]/[EXISTING SECURITY TRUSTEE]

SIGNED by)
being the duly authorised signatory of)
[SECURITY TRUSTEE])
in the presence of:) **Authorised signatory**

.....
Signature of witness

Name

Address

.....
Occupation

EXECUTION PAGES

ORIGINAL CHARGING COMPANIES

Executed as a deed by **LOKE GROUP**)
)
LIMITED acting by a director)
)
in the presence of a witness:)

[Redacted Signature]

60334C33C559C0ACA4B99A1FBC2CEFC4 securedocs.

Witness Signature

THOMAS PETER BOOTH

Witness Name

[Redacted Address]

Witness Address

DIRECTOR

Witness Occupation

[Redacted Signature]

2508D22AB033CF15A5994C7D9B3EEA36 securedocs.

MATTHEW ELIAS KHOURY
Director

Executed as a deed by **LOKE GROUP**

HOLDINGS PTY LTD

acting by two directors

)

)

)


)


60334C33C559C0ACA4B99A1FBC2CEFC4 securedocs.
.....

THOMAS PETER BOOTH (Director)

)

)


E94562D58C019ED679E8ACF9C1352F66 securedocs.
.....

DANIEL ANDREW BARRINS (Director)

Executed as a deed by **LOKE DIGITAL**

PTY LIMITED

acting by two directors

)

)

)


)


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.....

THOMAS PETER BOOTH (Director)

)

)


E94562D58C019ED679E8ACF9C1352F66 securedocs.
.....

DANIEL ANDREW BARRINS (Director)

Executed as a deed by **LOKE MOBILE**)
LIMITED acting by a director)
in the presence of a witness:)
)



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.....

MATTHEW ELIAS KHOURY
Director



60334C33C559C0ACA4B99A1FBC2CEFC4 securedocs.

Witness Signature

THOMAS PETER BOOTH

Witness Name



Witness Address

DIRECTOR

Witness Occupation

SECURITY TRUSTEE

Executed as a deed by

NIGHTINGALE PARTNERS PTY LIMITED)

acting by a director)

and a secretary)

[Redacted Signature]

6E34DC5867F710920449A22174416226 securedocs.

.....

LINDSAY JOHN PHILLIPS (Director)

[Redacted Signature]

C7845E3A73C5240EF721F7C4717A776D securedocs.

.....

**DAVID ANTONY RODERICK FALK
(Secretary)**