



**Registration of a Charge**

Company name: **ARRIA DATA2TEXT LIMITED**

Company number: **SC355243**



X63N9CM1

Received for Electronic Filing: **04/04/2017**

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**Details of Charge**

Date of creation: **17/03/2017**

Charge code: **SC35 5243 0001**

Persons entitled: **AONAS HOLDINGS S.A.**

Brief description: **(1) ALL ESTATES AND INTEREST IN ANY FREEHOLD AND LEASEHOLD PROPERTY OF THE COMPANY BOTH PRESENT AND FUTURE. (2) ALL INTELLECTUAL PROPERTY RIGHTS AND ALL LICENCES AND ANCILLARY RIGHTS AND BENEFITS BOTH PRESENT AND FUTURE OF THE COMPANY.**

**Contains fixed charge(s).**

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

**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: **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: **SHEPHERD AND WEDDERBURN LLP**



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

Company number: 355243

Charge code: SC35 5243 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 17th March 2017 and created by ARRIA DATA2TEXT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th April 2017 .

Given at Companies House, Edinburgh on 4th April 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

DATED 17 March 2017

(1) ARRIA DATA2TEXT LIMITED

(2) AONAS HOLDINGS S.A.

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DEBENTURE

- relating to -

ARRIA DATA2TEXT LIMITED

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KEYSTONE LAW

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**THIS DEBENTURE** is made as a deed on 17 March 2017 by:

- (1) **ARRIA DATA2TEXT LIMITED**, a company registered in Scotland under the Companies Acts with registration number SC355243, whose registered office is at 9<sup>th</sup> Floor, Macrobert Building, University of Aberdeen, Aberdeen AB24 5UA (the "**Company**")

in favour of:

- (2) **AONAS HOLDINGS S.A.** a company registered in Panama, whose registered office is at Lex Management Limited, Trinity Annex, P.O. Box n-4805, Frederick Street, Nassau, Bahamas (the "**Lender**").

## **1. DEFINITIONS**

In this Debenture the following expressions shall have the following meanings:-

- 1.1 "**Bank**" shall mean such bank as the Lender may agree to in writing;
- 1.2 "**book debts**" shall mean all debts due to the Company (including without limitation rents, dividends and royalties or other sums payable in respect of intellectual property rights) whether or not the sum is such as would in the ordinary course of business be entered in the books relating to such business and shall extend to and be deemed to include:
- 1.2.1 the benefit of all rights securities and guarantees of any nature whatsoever enjoyed or held by the Company in relation thereto and all monies becoming payable to the Company in respect of debts due to or claims (including insurance claims) by the Company and any contributions due to the Company's assets pursuant to any court declaration or decree under sections 212 to 215 of the Insolvency Act 1986 notwithstanding that the amount thereof shall not have been quantified at the time when the monies hereby secured shall have become payable; and
- 1.2.2 all monies becoming payable to the Company in respect of book debts under or by virtue of any policy of insurance taken out by the Company against the non-payment of book debts;
- 1.3 "**Borrowed Money**" means any indebtedness the Company owes as a result of:
- 1.3.1 borrowing or raising money (with or without security), including any premium and any capitalised interest on that money;
- 1.3.2 any bond, note, loan stock, debenture, commercial paper or similar instrument;
- 1.3.3 any acceptance credit facility or dematerialised equivalent, bill-discounting, note purchase or documentary credit facilities;
- 1.3.4 monies raised by selling, assigning or discounting receivables or other financial assets on terms that recourse may be had to the Company if those receivables or financial assets are not paid when due;
- 1.3.5 any deferred payment for assets or services acquired, other than trade credit that is given in the ordinary course of trading and which does not involve any deferred payment of any amount for more than 60 days;

- 1.3.6 any rental or hire charges under finance leases (whether for land, machinery, equipment or otherwise);
- 1.3.7 any counter-indemnity obligation in respect of any guarantee, bond, indemnity, standby letter of credit or other instrument issued by a third party in connection with the Company's performance of contracts;
- 1.3.8 any other transaction that has the commercial effect of borrowing (including any forward sale or purchase agreement and any liabilities which are not shown as borrowed money on the Company's balance sheet because they are contingent, conditional or otherwise);
- 1.3.9 any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and when calculating the value of any derivative transaction, only the mark to market value shall be taken into account); and
- 1.3.10 any guarantee, counter-indemnity or other assurances against financial loss that the Company has given for any of the items referred to in the preceding paragraphs of this definition incurred by any person;

When calculating Borrowed Money, no liability shall be taken into account more than once.

- 1.4 **"charged property"** shall mean all the property assets and rights charged under this Debenture;
- 1.5 **"costs"** shall (without prejudice to the generality of that expression) extend so as to include all reasonable costs incurred by the Lender in any court proceedings relating to the charged property or part thereof where such proceedings are brought pursuant to the Insolvency Act 1986 and all costs incurred by the Lender in connection with the discharge and release of this Debenture and the security constituted hereunder;
- 1.6 **"fixed charged property"** shall mean together all the property assets and rights charged under clauses 4.1.1 to 4.1.5 inclusive of this Debenture;
- 1.7 **"floating charged property"** shall mean all the property assets and rights charged under clause 4.1.6 of this Debenture;
- 1.8 **"Guarantor"** shall mean any company which has guaranteed or become surety for repayment of all or any part of the money and liabilities hereby secured;
- 1.9 **"intellectual property rights"** shall mean all rights in patents patent applications inventions trade marks trade mark applications service marks trade names registered designs copyrights know how confidential information trade secrets and any other intellectual property rights;
- 1.10 **"the legally charged property"** shall mean any freehold, heritable or leasehold property of the Company which from time to time is and continues to be charged by way of legal mortgage or (in Scotland) by standard security in favour of the Lender;
- 1.11 **"Lender"** shall mean the Lender and (if relevant) any successor to the Lender.
- 1.12 **"Loan Agreement"** shall mean the loan agreement dated on or about the date hereof, between the Lender, Arria NLG PLC and the Company, as amended, amended and restated, or varied from time to time;

- 1.13 **"Receiver"** shall mean a receiver or manager within the meaning of section 29(1)(a) of the Insolvency Act 1986;
- 1.14 **"Scottish Floating Charge"** shall mean the Scots law governed bond and floating charge granted by the Company in favour of the Lender and dated on or about the date hereof, as amended, amended and restated, or varied from time to time;
- 1.15 **"Secured Liabilities"** shall mean all monies and liabilities (whether present or future, actual or contingent) now or at any time or times hereafter due or owing or incurred by the Company (whether as principal or surety or guarantor) to the Lender pursuant to the Loan Agreement or any further loan advance pursuant to any agreement with the Lender which may be entered into after the date hereof.

2. **PAYMENT COVENANT**

The Company hereby covenants with the Lender that it will on such date or dates as provided by clause 3 pay and discharge to the Lender the Secured Liabilities.

3. **PAYMENT DATE**

The Secured Liabilities shall be repaid or discharged by the Company in accordance with the Loan Agreement unless the Company, and the Lender otherwise agree in writing.

4. **CHARGING CLAUSE**

- 4.1 The Company with full title guarantee and (in respect of any property, assets, rights or interests located in Scotland and/or otherwise governed by Scots law) with absolute warrandice hereby charges to the Lender with the payment and discharge of the Secured Liabilities:
- 4.1.1 by way of fixed charge all estates and interests in any freehold and leasehold property of the Company both present and future (excluding the legally charged property) together with all buildings and fixtures (including trade and other fixtures) and fixed plant and machinery of the Company from time to time thereon and therein and the proceeds of sale thereof;
- 4.1.2 by way of fixed charge all stocks shares bonds loan capital and other securities both present and future belonging to the Company (including stocks or shares acquired pursuant to scrip dividends) and all rights relating thereto other than the right to be paid any dividend;
- 4.1.3 by way of fixed charge all book debts and other debts both present and future due or owing to the Company;
- 4.1.4 by way of fixed charge all the goodwill and uncalled capital of the Company both present and future;
- 4.1.5 by way of fixed charge all intellectual property rights and all licences and ancillary rights and benefits (other than royalties and other sums payable in respect thereof) both present and future of the Company;
- 4.1.6 by way of floating charge the undertaking and all other property, assets and rights of the Company both present and future not otherwise effectively charged by way of fixed charge pursuant to the foregoing paragraphs of this clause 4 but including, for the avoidance of doubt, all property, assets, rights or interests of the Company located in

Scotland and/or otherwise governed by Scots law which are charged by the floating charge created by this Debenture.

**5. NATURE OF CHARGES**

- 5.1 The charges hereby created shall be a continuing security and shall, unless otherwise agreed in writing by the Lender, be first charges.
- 5.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to this Debenture.
- 5.3 This Debenture shall be in addition to, and independent of, every other security or guarantee which the Lender may hold for any of the Secured Liabilities at any time. No prior security held by the Lender over the whole or any part of the charged property shall merge in the security created by this Debenture.
- 5.4 This Debenture 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 Lender discharges this Debenture in writing.
- 5.5 Any asset acquired by the Company after any crystallisation of the floating charge created under this Debenture which, but for such crystallisation, would be subject to a floating charge shall (unless the Lender confirms in writing to the contrary and subject to applicable law) be charged to the Lender by way of first fixed charge.

**6. RESTRICTIONS ON THE COMPANY**

- 6.1 The Company shall not without the prior written consent of the Lender:
  - 6.1.1 sell, give or share possession of, grant or agree to grant any lease or tenancy of, or accept or agree to accept a surrender, renunciation or any variation or addition to the terms of any lease or tenancy of, assign, licence, sub-licence, discount, factor or otherwise dispose of the fixed charged property or any part thereof; or
  - 6.1.2 sell, assign or otherwise dispose of the whole or any substantial part of the floating charged property except in the ordinary course of business; or
  - 6.1.3 create or attempt to create any mortgage standard security assignation in security pledge charge or other security upon any part of the fixed charged property or floating charged property which would rank in priority to or pari passu with the fixed charges and floating charges hereby created; or
  - 6.1.4 allow any lien to arise on or affect any part of the charged property except in the case of a lien arising by operation of law in the ordinary course of business.
- 6.2 It is acknowledged that because of the covenants given by the Company in clause 6.1, the Company cannot sell or dispose of the whole or substantial part of the undertaking or assets of the Company without the prior written consent of the Lender.

**7. DEPOSIT OF DEEDS AND DOCUMENTS OF TITLE**

The Company shall deposit with the Lender and the Lender shall hereafter hold and retain all deeds and documents of title relating to the fixed charged property.



**8. FURTHER CHARGES**

The Company shall forthwith if and when called upon by the Lender so to do execute in favour of the Lender or as the Lender shall direct such further legal and other mortgages standard securities assignments in security pledges charges and assignments as the Lender shall reasonably require of and on all the Company's estate and interest in the charged property (including any vendor's lien) to secure all principal and other monies intended to be hereby secured such mortgages or standard securities or assignments in security or pledges or charges or assignments to be prepared by or on behalf of the Lender at the cost of the Company and to be in such form as the Lender may reasonably require.

**9. COVENANTS OF THE COMPANY**

The Company shall:

- 9.1 keep all buildings forming part of the fixed charged property in good and substantial repair and condition and keep all plant machinery fixtures implements and other effects thereon or elsewhere in a good state of repair and in good working order and permit the Lender or any person nominated by it at all reasonable times to enter upon the fixed charged property charged under clause 4.1.1 and view the state of the same;
- 9.2 perform and observe all covenants undertakings and stipulations restrictive or otherwise affecting the fixed charged property and to punctually pay all licence fees duties registration charges and all outgoings of whatsoever nature in respect of the fixed charged property;
- 9.3 not pull down or remove any building or erection erected or to be erected on the fixed charged property or any part thereof or the fixed plant and machinery and other fixtures or fittings upon the same respectively or any of them without the previous written consent of the Lender except in the ordinary course of repair and maintenance or improvement or otherwise in the course of and for the bona fide purpose of carrying on the business of the Company;
- 9.4 insure and keep insured such parts of the charged property as are of an insurable nature. Such insurance shall be effected in such office and generally in such manner as the Lender shall approve and the Company shall cause notice of the interest of the Lender to be noted on the policies which (subject to the rights of any prior mortgagee or security holder) shall unless otherwise agreed by the Lender be delivered to and retained by the Lender and shall duly pay the premiums and other sums of money payable in respect of any such insurance and immediately after every such payment produce to the Lender the receipt for the same. All monies which may at any time hereafter be received or receivable by the Company under any insurance in respect of the charged property whether or not effected pursuant to the foregoing provision shall be applied at the Lender's option either in replacing restoring or reinstating the property destroyed or damaged or towards the discharge of the Secured Liabilities and any such money received by the Company shall be held by the Company on trust for the Lender accordingly;
- 9.5 notify the Lender in writing upon the acquisition or purchase by the Company of any freehold heritable or leasehold property;
- 9.6 notify the Lender in writing forthwith upon the Company becoming aware that the fixed charged property charged under clause 4.1.1 or any part thereof is by reason of substances on or under the same in such a condition that significant harm is being

caused or there is a significant possibility of such harm being caused to living organisms or to property or that pollution of controlled waters is being or is likely to be caused from the property;

- 9.7 promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the intellectual property rights (and all applications for intellectual property rights) and, on demand, produce to the Lender such evidence of payment as he may require.

**10. BREACH OF COVENANTS**

If the Company defaults in repairing or keeping in repair or insuring the charged property or any part thereof or in observing or performing any of the covenants or stipulations affecting the same whether imposed under this Debenture or otherwise but excluding any matters referred to in clause 9.6 the Company shall permit the Lender to enter on the fixed charged property charged under clause 4.1.1 and effect such repairs or comply with or object to any notice served on the Company in respect of the charged property or effect such insurance or generally do all such acts and pay all such costs charges and expenses as the Lender may consider necessary to prevent or remedy any breach of covenant or stipulation or to comply with or object to any such notice.

**11. CRYSTALLISATION OF SECURITY SUBJECT TO DEMAND**

Upon any demand being made for payment of any moneys hereby secured upon the occurrence of any of the events which, under the terms of the Loan Agreement, entitle the Lender to demand their repayment, such monies shall become payable immediately and all rights of the Company to deal for any purpose whatever with the charged property or any part thereof shall forthwith cease and any floating charge shall (to the extent permitted by applicable law) forthwith crystallise and become a fixed charge.

**12. CRYSTALLISATION OF SECURITY WITHOUT DEMAND**

The monies hereby secured shall become immediately payable and all rights of the Company to deal for any purpose whatever with the charged property or any part thereof shall forthwith cease and the floating charges shall (to the extent permitted by applicable law) forthwith crystallise and become fixed charges on the happening of any of the following events:

- 12.1 if an order is made for the winding up of the Company by the court or if an effective resolution is passed for the members' or creditors' voluntary winding up of the Company, except for the purposes of a reconstruction or amalgamation whilst solvent on terms previously approved in writing by the Lender, such approval not to be unreasonably withheld or delayed; or
- 12.2 if a notice of appointment of or notice of intent to appoint an administrator of the Company or a Guarantor under Schedule B1 to the Insolvency Act 1986 is issued by the Company or a Guarantor or by the directors of the Company or the directors of a Guarantor or by the holder of a qualifying floating charge (as defined in such schedule) created by the Company or a Guarantor; or
- 12.3 if a Receiver is appointed over all or any part of the property and assets of the Company or an administrator is appointed over the Company; or

- 12.4 if a proposal is made by the Company or a Guarantor to its creditors for, or the Company or a Guarantor becomes subject to, a voluntary arrangement pursuant to section 1 of the Insolvency Act 1986 or the Company or a Guarantor becomes subject to a moratorium for payment of its creditors as a whole.

If any of the aforementioned events occur, neither the Lender nor the Lender shall be under any obligation to advance any monies under any agreement between the Company and the Lender (as the case may be).

### 13. RECEIVER AND ADMINISTRATOR

#### 13.1 Appointment

At any time after the monies hereby secured shall have become payable or at the request of the Company the Lender may (to the extent permitted by applicable law) without further notice appoint in writing under its hand any person or persons to be:

- 13.1.1 a Receiver of all or any part of the charged property (with power to authorise any joint Receiver to exercise any power independently of any other joint Receiver) in like manner in every respect as if the Lender had become entitled under the Law of Property Act 1925 to exercise the power of sale thereby conferred and every Receiver so appointed shall have and be entitled to exercise all powers conferred by the said Act as if such Receiver had been duly appointed thereunder and in particular by way of addition to but without hereby limiting any general powers hereinbefore referred to every such Receiver so appointed shall have the powers hereinafter referred to; and/or
- 13.1.2 an administrator or joint administrators of the Company.

#### 13.2 Removal

The Lender may from time to time by writing under its hand remove any Receiver appointed by it (but in the case of an administrator such removal shall only be with sanction of the court) and may whenever it may deem it expedient appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated and may from time to time fix the remuneration of any Receiver appointed by it.

#### 13.3 Powers

At any time after the monies hereby secured shall have become payable any Receiver appointed hereunder may without further notice exercise all or any of the following powers:

- 13.3.1 take immediate possession of get in and collect the charged property or any part thereof and for that purpose enter upon any premises at which the charged property or any part thereof is located and sever dismantle or remove the same therefrom without being liable for any loss or damage thereby occasioned other than through negligence;
- 13.3.2 carry on the business of the Company and for that purpose make or procure advances and secure the same by mortgage standard security assignation in security pledge or charge in priority or subsequent to the monies and interest secured by this Debenture or otherwise as may be thought expedient and carrying interest at such rate as the Lender may consider necessary;

- 13.3.3 make and effect all repairs and insurances and do all other acts which the Company might do in the ordinary conduct of its business as well for the protection as for the improvement of the charged property;
- 13.3.4 sell convert into money and realise all or any part of the charged property or any part thereof by public auction or private contract and generally in such manner and on such terms and conditions as he shall think proper;
- 13.3.5 let all or any part of the fixed charged property for such term and at such rent as he may think proper and accept a surrender of any lease or tenancy thereof;
- 13.3.6 accept a surrender of any lease or tenancy;
- 13.3.7 compromise any claim by or against the Company;
- 13.3.8 call up all or any portion of any uncalled capital of the Company;
- 13.3.9 give valid receipts for all monies and execute all assurances and things which may be proper or desirable for realising the charged property;
- 13.3.10 use the name of the Company for all or any of the purposes aforesaid and in any legal proceedings with full power to convey any property sold in the name of the Company for all of which purposes the Company hereby irrevocably appoints every such Receiver to be its attorney;
- 13.3.11 appoint managers officers agents accountants clerks servants workmen and others for the aforesaid purposes upon such terms as to remuneration or otherwise as he may think proper.

In addition to the above powers a Receiver may exercise all the powers conferred upon him by Schedule 1 to the Insolvency Act 1986.

#### **14. SALE**

Section 103 of the Law of Property Act 1925 shall not apply to this Debenture nor to any sale by the Lender or a Receiver thereunder and the statutory power of sale shall as between the Lender or such Receiver and a purchaser from the Lender or such Receiver be exercisable at any time after the execution of this security provided that the Lender shall not exercise the said power of sale until payment of the monies hereby secured shall have become due or a Receiver has been appointed hereunder but this proviso shall not affect a purchaser or put him upon enquiry whether such monies have become due or such appointment has been made.

#### **15. BOOK DEBTS**

During the continuance of this security the Company shall:

- 15.1 pay into a current account or a separate designated account (as the Lender may require) of the Company all monies which it may receive in respect of the book debts and other debts hereby charged and pay or otherwise deal with such monies standing in such account in accordance with any directions from time to time given in writing by the Lender (save that the Lender may not require repayment of any loan and/or loan note and/or loan stock that would be regarded by the board of HM Revenue and Customs as a qualifying loan for Lender purposes, unless such loan and/or loan note and/or loan stock, has or have become due and repayable);

- 15.2 if called upon to do so by the Lender execute a legal assignment or assignation of the book debts and other debts to the Lender in such terms as the Lender may require and give notice thereof to the debtors from whom the debts are owing or incurred and take such other steps as the Lender may require to perfect such legal assignment or assignation;
- 15.3 deal with the book debts only in the ordinary course of getting in and realising the same (but not sell assign factor or discount the same in any way;
- 15.4 furnish directly to the Lender from time to time upon request full statements and particulars of all the Company's accounts and such other financial statements and information respecting the assets and liabilities of the Company as are from time to time available.

**16. FURTHER ASSURANCE**

**16.1 Further assurance**

The Company shall from time to time execute and do all such assurances and things as the Lender may reasonably require for perfecting the security hereby constituted and after the monies hereby secured shall have become payable for facilitating the realisation of the charged property or any part thereof and for exercising all powers authorities and discretions hereby or by law conferred on the Lender or any Receiver appointed by it.

**16.2 Attorney**

The Company hereby irrevocably and by way of security appoints the Lender to be the attorney of the Company in the name and on behalf of the Company to execute and do any assurances and things which the Company ought to execute and do hereunder and generally to use the name of the Company in the exercise of all or any of the powers hereby conferred on the Lender or any Receiver or administrator appointed by it and the Company hereby expressly authorises the Lender to pursue any insurance claim relating to the charged property in the name of the Company and to delegate all or any of the powers hereby conferred upon it to any Receiver appointed by it or to such other person or persons as it may in its absolute discretion think fit.

**17. APPLICATION OF RECEIPTS**

- 17.1 Any monies received under the powers hereby conferred shall subject to the repayment of any claims having priority to this Debenture be applied for the following purposes and in the following order of priority:-
- 17.1.1 in satisfaction of all costs charges and expenses properly incurred and payments properly made by the Lender or any Receiver or administrator appointed hereunder and of all remuneration due hereunder with interest on such costs charges expenses and payments as hereinafter provided in such order as the Lender shall in its absolute discretion decide;
- 17.1.2 in satisfaction of the monies outstanding and secured by this Debenture whether principal or interest in such order as the Lender shall in their absolute discretion decide and, in the absence of agreement, as the Lender shall decide;
- 17.1.3 the surplus (if any) shall be paid to the person or persons entitled thereto.

17.2 For the purposes of clause 17.1, the Lender shall, in the absence of manifest error, be entitled to rely on the certificate of the Lender as to any particular amount falling within any sub-paragraph of clause 17.1 which is due and payable to the Lender and shall not be obliged to verify the contents of any such certificate.

17.3 All monies received recovered or realised by the Lender under this Debenture may be credited at the discretion of the Lender to any suspense or impersonal account and may be held in such account for so long as the Lender shall think fit pending its application from time to time in or towards the discharge of any of the monies obligations and liabilities secured by this Debenture.

#### **18. RECEIVER'S LIABILITY**

Neither the Lender nor any Receiver appointed as aforesaid shall by reason of its or the Receiver's entering into possession of the charged property or any part thereof be liable to account as mortgagee or security holder in possession or be liable for any loss on realisation or for any default or omission for which a mortgagee or security holder in possession might be liable but every Receiver duly appointed by the Lender under the powers in that behalf hereinbefore contained shall be deemed to be the agent of the Company for all purposes and shall as such agent for all purposes (to the extent permitted by applicable law) be deemed to be in the same position as a receiver duly appointed by a mortgagee under the Law of Property Act 1925 and the Lender and every such Receiver shall be entitled to all the rights powers privileges and immunities by the said Act conferred on mortgagees or security holders and receivers when such receivers have been duly appointed under the said Act.

#### **19. PROTECTION OF PURCHASER**

No purchaser mortgagee security holder or other person or company dealing with the Lender or any Receiver or its or his agents shall be concerned to enquire whether the monies hereby secured have become payable or whether the power which such Receiver is purporting to exercise has become exercisable or whether any money remains due on this Debenture or to see on the application of any money paid to the Lender or to such Receiver.

#### **20. COSTS AND EXPENSES**

All costs charges and expenses incurred and all payments made by the Lender or any Receiver appointed hereunder in the lawful exercise of the powers hereby conferred whether or not occasioned by any act neglect or default of the Company shall carry interest from the date of the same being incurred or becoming payable at the interest rate as specified in the Loan Agreement and the amount of all such costs charges expenses and payments and all interest thereon and all remuneration payable hereunder shall be payable by the Company on demand and shall be secured by this Debenture. All such costs charges expenses and payments shall be paid and charged as between the Lender and the Company on the basis of a full indemnity and not on the basis of a party and party or any other kind of taxation.

#### **21. INDEMNITY**

The Lender and every Receiver attorney manager agent or other person appointed by the Lender hereunder are hereby entitled to be indemnified out of the charged property in respect of all liabilities and expenses incurred by them or him:

21.1 arising in connection with the charged property or any part thereof from any actual or alleged breach of law relating to the environment whether by the Company, the Lender or a Receiver or by any other person unless caused by the negligence or wilful default of the Lender or any such Receiver or any such person; and/or

21.2 in the execution or purported execution of any of the powers authorities or discretions vested in them or him pursuant to this Debenture and against all actions proceedings costs claims and demands in respect of any matter or thing done or omitted in any way relating to the charged property;

and the Lender and any such Receiver may retain and pay all sums in respect of the same out of any monies received under the powers hereby conferred.

## **22. CONSOLIDATION**

The restriction on the right of consolidating mortgage securities which is contained in Section 93 of the Law of Property Act 1925 shall not apply to this security.

## **23. NOTICES**

Where a notice is to be given to the Company or the Lender (as the case may be) it may be served by leaving it at the registered office or last known address of the Company or the Lender (as the case may be) or by sending it by first-class letter post to the registered office or last known address of the Company or the Lender (as the case may be) when it shall be deemed to have been served at the expiration of forty-eight hours after it has been posted or by transmitting it by facsimile to the last known facsimile number of the Company or the Lender (as the case may be) when it shall be deemed to have been served upon receipt of telephone or other confirmation of its receipt.

## **24. ASSIGNMENT**

24.1 At any time, without the consent of the Company, the Lender may assign or transfer the whole or any part of the Lender's rights and/or obligations under this Debenture to any person.

24.2 The Company may not assign any of its rights, or transfer any of its obligations, under this Debenture or enter into any transaction which would result in any of those rights or obligations passing to another person.

## **25. MISCELLANEOUS**

25.1 The Lender may without discharging or in any way affecting the security created by this Debenture or any remedy of the Lender grant time or other indulgence or abstain from exercising or enforcing any remedy security guarantee or other right which it may now or in the future have from or against the Company and may make any arrangement variation and/or release with any person or persons without prejudice either to this Debenture or the liability of the Company for the monies obligations and liabilities secured by this Debenture.

25.2 The Company's liability under this Debenture 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 Lender that is or becomes wholly or partially illegal, void or unenforceable on any ground; or

- (b) the Lender 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, which but for this clause 25.2 might have discharged, or otherwise prejudiced or affected, the liability of the Company.
- 25.3 The Company waives any right it may have to require the Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Debenture against the Company.
- 25.4 Any release, discharge or settlement between the Company and the Lender shall be deemed conditional on no payment or security received by the Lender 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 Lender or its nominee may retain this Debenture and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the charged property, for such period as the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and
  - (b) the Lender may recover the value or amount of such security or payment from the Company subsequently as if such release, discharge or settlement had not occurred.
- 25.5 The provisions of this Debenture shall be severable and if at any time any one or more of such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be impaired.
- 25.6 The rights and remedies of the Lender provided by this Debenture are cumulative and are not exclusive of any rights powers or remedies provided by law and may be exercised from time to time and as often as the Lender may deem expedient.
- 25.7 Any reference in this Debenture to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.
- 25.8 Subject as set out in this Debenture, nothing in this Debenture confers or is intended to confer on any person who is not a party to this Debenture or has not adhered to it by a deed of adherence any right and/or benefit which that party would not have but for the provisions of the Contracts (Rights of Third Parties) Act 1999 and such rights and/or benefits are hereby excluded to the fullest extent possible.
- 25.9 Section 61 of the Law of Property Act 1925 and section 17 of the Interpretation Act 1978 shall apply to this Debenture.
- 25.10 Words and expressions defined in the Loan Agreement and not expressly defined herein shall, where the context so admits, bear the same respective meanings in this Debenture.
- 25.11 In the event of there being any conflict between the terms of the Loan Agreement and the terms of this Debenture, the terms of the Loan Agreement shall prevail.



- 25.12 This Debenture may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party has signed the same document.
- 25.13 This Debenture and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the laws of England (provided that any terms hereof that are particular to the laws of Scotland shall be construed in accordance with Scots law). The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Debenture.

Executed and delivered as a deed on the date set out at the beginning of this Debenture.

**EXECUTED and DELIVERED as a DEED by  
ARRIA DATA2TEXT LIMITED**  
acting by:

*Director* Sharon Daniels  
17 March 2017 GMT

*Witness*

*Witness Signature*

Lyndsee Manna

*Witness Address*

*Witness Occupation*

SVP Bus Development

**EXECUTED and DELIVERED as a DEED by  
AONAS HOLDINGS S.A.**  
acting by:

*Director*

*Witness*

*Witness Signature*

*Witness Address*

*Witness Occupation*

DI 28012

ANTHONY R. FERGUSON

FINANCIAL ANALYSTS

The Lender HEREBY ACKNOWLEDGES receipt of all principal monies interest costs and other sums covenanted to be paid by the Company

The Lender HEREBY DISCHARGES the within written Debenture

THIS discharge is without prejudice to the Lender's right to payment of principal monies interest costs and other sums due to be paid by the Company

This discharge shall not operate as a transfer of the within written Debenture

**SIGNED** as a **DEED** for and on behalf of the **Lender** by:

in the presence of:

Name

Address

Occupation

