

# DEED OF CHARGE

DATED THE 1<sup>st</sup> DAY OF January 2014

**Oyez Ltd**  
ACN 12345678

THIS DEED OF CHARGE DATED First January 2014

BETWEEN: **Oyez Ltd** a Company duly incorporated and having its registered office at 7 Spa Road London, SE16 3QQ (the "Company");

AND:

**ACME Ltd** a Company duly incorporated and having its registered office at 1 High Street, Belgravia, W1 2HJ ("The Mortgagee").

WHEREAS:

A. Simultaneous with the granting by the Company of this Charge the Mortgagee has agreed to advance by way of secured loan £500 000 (the "Borrowed Sum") to the Company under the terms of this Charge.

B. The Mortgagee may in the future lend further monies or extend further credit to the Company and/or provide future credit facilities to the Company.

C. In consideration of the Mortgagee advancing the Borrowed Sum to the Company pursuant to this Charge and to secure the Borrowed Sum and all other monies on any account whatsoever which may become due and payable by the Company to the Mortgagee, the Company has agreed to execute and grant to the Mortgagee this Charge.

NOW THIS CHARGE WITNESSES AND IT IS HEREBY AGREED AND DECLARED as follows:

## 1 DEFINITIONS

1.1 The meaning of certain words and expressions In this Charge, unless the context otherwise requires, these words and expressions have the following meanings:

"Books" has the same meaning as in the Corporations Act "Borrowed Sum" means the sum of £500 000; "Business" means the business being conducted by the Company at the date hereof and any business conducted by the Company at any time after the granting of this Charge;

"Charge" means the charge created by this Deed over the Charged Property; "Charged Property" means the whole of the Company's undertaking and all its Property and assets of whatsoever and wheresoever, both present and future, including without Money; or

(f) because the Company has breached any provision of this Charge, the Loan Agreement and/or any Collateral Security.

They include:

- (g) agents Charges and commissions;
  - (h) any goods and services tax, stamp duty, financial institutions duty, bank account debit tax or other tax or duty on this Charge or on any transaction under or relating to this Charge, the Charged Property or the Secured Money;
  - (i) the fees and expenses of any Person engaged by the Mortgagee for any purpose relating to this Charge, the Charged Property or the Secured Money including but not limited to the fees and remuneration paid to any Receiver exercising powers under clause 5.7 or clause 5.13;
  - (j) the cost of time spent by any employee of the Mortgagee because the Company is or has been in default;
  - (k) postage, commissions valuation fees, fees Charges and expenses relating to this Charge, any Loan Agreement and/or any Collateral Security; and
  - (l) The Mortgagee legal costs on a full indemnity basis; “Notice” means, where applicable, whether in hard form or electronic form:
    - (a) any notice, request, demand or letter or other form of communication, other than oral communications given by one party to the other and without limitation include any written document addressed by one party to the other;
    - (b) any notice, request, demand, communication, order, writ, summons, statement of claim or other formal notification from any court, tribunal or Government Agency.
- “Person” means an individual, a corporation, a partnership, an association or a Government Agency;
- “Pollutant” means a substance that can cause pollution, or harm to the Environment or whose use is regulated by an Environmental Law;
- “Principal Money” means at any time all money owing by the Company to the Mortgagee including:
- (a) the Borrowed Sum;
  - (b) money which the Company owes to the Mortgagee at any time for any reason either alone or jointly with any other Person including without limitation any amounts owing under any Loan Agreement;
  - (c) money which any other Person owes to the Mortgagee at any time because of something that the Mortgagee does or does not do at the Company’s express or implied request;
  - (d) money which when the Mortgagee makes a demand under this Charge or the question of payment arises, it is reasonably foreseeable that the Company will owe to the Mortgagee arising out of some earlier transaction with the Company or with another Person at the Company’s express or implied request;
  - (e) money which the Mortgagee may receive for crediting to any of the Company’s accounts but which:
    - (i) the Mortgagee has to pay to someone else because of a legal requirement; or
    - (ii) the Mortgagee has in its discretion paid to someone else on a claim being made by a liquidator or Controller of the Company.
  - (f) money which the Mortgagee pays, whether voluntarily or not, because some payment of or transaction or arrangement relating to money previously paid to it is or is claimed to be void, voidable or a preference. All of the monies described in each of the above paragraphs are and will be Principal Money;
  - (g) whether or not the money is due for payment at that time;
  - (h) even if the money is owing only on a contingency;

- (i) whether the Company or the other Person owes the money alone or jointly, or jointly and severally or in common with any other Person and whether as principal or as surety;
- (j) whether the relevant transactions took place before or after the Company executed this Charge; and
- (k) whether or not the relevant transactions took place in the course of the Business or the Mortgagee's business.

"Principal Money" also includes money which the Company owes or may owe the Mortgagee:

- (l) because the Company guarantees to the Mortgagee someone else's obligations;
- (m) because the Mortgagee issues a letter of credit or gives a guarantee or other undertaking to another Person for the Company or at its request;
- (n) because the Mortgagee draws, issues, accepts, endorses, purchases, discounts, or pays any bill of exchange or promissory note for the Company or at its request;
- (o) under any bill of exchange or promissory note which the Company issues, accepts or endorses (including but not limited to one issued, accepted or endorsed by a partnership of which the Company is a member) and which the Mortgagee holds in any capacity;
- (p) under any leasing agreement;
- (q) as Interest payable on the Principal Money including Interest which has been capitalised;
- (r) as interest on any judgment entered by the Mortgagee against the Company, and/or any security provider pursuant to any Collateral Security in respect of the Principal Money;
- (s) under any arrangement that the Mortgagee enters into for the Company or at its request to manage movements in foreign currency exchange or interest rates or other costs of obtaining financial accommodation; and
- (t) for the Mortgagee's costs and expenses.

"Property" means all real and personal property of whatsoever kind or nature and whether tangible or intangible and whether recognised as property at law or in equity and includes any estate, share or interest in any real or personal property, any chose in action, and any other right or interest of any kind owned by the Company at the date hereof or any time after the date hereof;

"Prospective Liability" means any future liability which the Company has pursuant to this Charge to pay to the Mortgagee as part of the Principal Money including any future amount which the Mortgagee lends to the Company or which the Mortgagee becomes liable or may become liable to any third party lending money to the Company including the repayment of which loan the Mortgagee guarantees;

"Prospective Liability Specified Maximum Amount" means for the purposes of Section 282 of the Corporations Act the total advances which the Mortgagee may make to the Company of further sums which with the Borrowed Sum and all other monies lent by the Mortgagee to the Company do not exceed in total five hundred thousand (£500 000).

"Receiver" means any receiver or any receiver and manager appointed under this Charge.

"Secured Money" means the Principal Money and all Interest accrued on the Principal Money which has not been added to it;

"Trust" means any trust of which the Company is the trustee at the date hereof or becomes the trustee of at any time in the future.

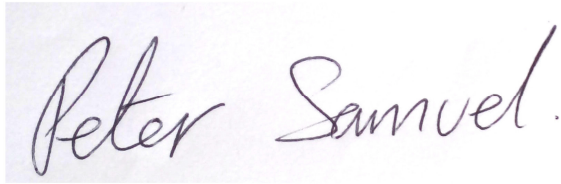
Executed by the parties as a deed of charge on the day and year first mentioned.

Signed by

Oyez Ltd

123456789

pursuant to Section 127 of the Corporations Act

A handwritten signature in dark ink that reads "Peter Samuel." The signature is written in a cursive style with a period at the end.

Print Name: PETER SAMUEL

Director

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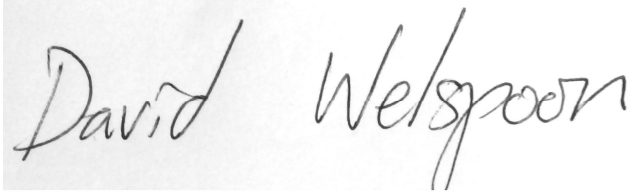
Print Name

Signed by

ACME Ltd

98765433

pursuant to Section 127 of the Corporations Act

A handwritten signature in dark ink that reads "David Welspoon". The signature is written in a cursive style.

Print Name: DAVID WELSPOON

Director

Act in the presence of:

A handwritten signature in dark ink that reads "Harry Smith." The signature is written in a cursive style with a period at the end.

Signature of Witness

Print Name: HARRY SMITH