



Registration of a Charge

Company Name: **INNVOTEC LIMITED**

Company Number: **02030086**



Received for filing in Electronic Format on the: **20/07/2021**

XA959LLC

Details of Charge

Date of creation: **12/07/2021**

Charge code: **0203 0086 0005**

Persons entitled: **RIVERSIDE INVESTMENTS LLC**

Brief description:

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

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **JOHN MARSDEN ON BEHALF OF THE INNVOTEC BOARD**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2030086

Charge code: 0203 0086 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th July 2021 and created by INNVOTEC LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th July 2021 .

Given at Companies House, Cardiff on 20th July 2021

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:

12 July 2021

- (1) **Innvotec Limited**
- (2) **Riverside Investments (L.L.C)**

Debenture

TRETHOWANS

SOLICITORS

The Pavilion

Botleigh Grange Business Park

Hedge End

Southampton

SO30 2AF

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DEBENTURE dated 12 July 2021

PARTIES

- (1) **Innvotec Limited**, a company incorporated in England and Wales (company number 02030086) whose registered office is at 6-9 Snow Hill, London EC1A 2AY (the **Company**), and
- (2) **Riverside Investments (LLC)**, a company incorporated in the United Arab Emirates (company license number 581110) whose registered office is at 2104 Oberoi Tower, Business Bay, Dubai, United Arab Emirates (as security trustee for each of the Noteholders and in such capacity, the **Security Trustee**).

(together the **parties** and individually a **party**).

BACKGROUND

- (A) On or the 16th November 2020 the Company entered into the Loan Note Instrument, pursuant to the terms of which Loan Notes may be issued to the Noteholders up to a maximum nominal value of £500,000.
- (B) It was a term of the Loan Note Instrument that the Company entered into this Debenture as security for the obligations of the Company to the Noteholders in accordance with the terms of the Loan Note Instrument.

1 Definitions and Interpretation

- 1.1 In this Debenture (including the Background) the following expressions, unless the context requires otherwise, mean:

Address for Service means 6-9 Snow Hill, London EC1A 2AY or such other address in England or Wales as the Company may from time to time designate by not less than five Business Days' prior written notice to the Security Trustee for that purpose.

Business Day means any day which is not a Saturday, Sunday or public holiday in England when banks in London are open for general business.

Charged Property means the property, assets and undertaking mortgaged, charged or assigned by the Company to the Security Trustee by clause 3.

Company's Liabilities means the Company's obligations and liabilities to the Security Trustee and each of the Noteholders covenanted to be paid or discharged under clause 2.

Encumbrance means any mortgage, charge (fixed or floating), pledge, hypothecation or lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which has the effect of creating security or payment priority (including the deposit of monies or property with a person with the intention of affording such person a right of set-off or lien) and any sale or leaseback, sale and repurchase or deferred purchase arrangements and any other agreement or arrangement having a similar economic effect or any other agreement having substantially the same economic effect as any of the foregoing.

Environmental Law means any applicable law including any statute, regulation, order, code of practice, approval or similar control made or issued by any international, national or local government or regulatory body or any common law obligations or liabilities concerning the protection, safety or health of humans or the environment.

Event of Default has the meaning given in the Loan Note Instrument.

Expenses means all expenses (on a full indemnity basis), including legal fees, from time to time paid or incurred the Security Trustee, or any Receiver, or by the Noteholders, at any time in connection with the Charged Property or the Company's Liabilities or in taking, perfecting, preserving, defending or enforcing this Debenture (or any of the security created by it) or in exercising any right or power under this Debenture.

Finance Documents means together this Debenture, the Loan Note Instrument and the Loan Notes (as the context so requires).

Interest means interest payable at the rate, at the times and otherwise in accordance with the provisions of the Loan Note Instrument.

Intellectual Property means the assets charged under clause 3.1.8.

Loan Note Instrument means the loan note instrument entered into on or about the date of this Debenture by the Company, pursuant to which the Company constituted £500,000 fixed rate secured convertible loan notes 2023.

Loan Notes means the loan notes issued by the Company constituted pursuant to the Loan Note Instrument.

Material Adverse Effect means any effect which will be:

- (a) materially adverse to the ability of the Company to comply with or to pay or discharge in a timely manner all or any of the Company Liabilities; and/or
- (b) materially adverse to the business, financial condition or assets of the Company.

Noteholders has the meaning given in the Loan Note Instrument and **Noteholder** means any one of the Noteholders.

Noteholders Majority means Noteholders who hold Loan Notes which together constitute 75 per cent or more of the Loan Notes in issue from time to time.

Permitted Encumbrances means:

- (a) Encumbrances constituted or evidenced by the Loan Note Instrument;
- (b) Encumbrances expressly permitted in writing by the Security Trustee and the Noteholders (acting by a Noteholders Majority); and
- (c) Encumbrances arising by operation of law (or by agreement to the same effect) in the ordinary course of trading and not exceeding in aggregate £50,000 at any one time.

and not as a result of any default or omission by the Company

Receiver means as the context so admits, a receiver and/or a manager not being an administrative receiver (within the meaning of section 29(2) Insolvency Act 1986)

Relevant Currency means in relation to each of the Company's Liabilities the currency in which it is from time to time denominated

Tax means any form of taxation, levy, duty, charge, contribution or impost of whatever nature (including any applicable fine, penalty, surcharge or interest) imposed by any local, municipal, governmental, state, federal or other fiscal, revenue, customs and/or excise authority, body or official anywhere in the world competent to impose any of them.

1.2 References in this Debenture to

- 1.2.1 the **Company's Liabilities** or the **Charged Property** is deemed to include a reference to any part of them or it
- 1.2.2 the **Company**, the **Security Trustee** or the **Noteholders** where the context so admits, is deemed to include a reference to its or their respective personal representatives, successors, assigns and/or transferees
- 1.2.3 any document or agreement (including this Debenture) is deemed to include a reference to such document or agreement as amended, novated, supplemented, substituted or replaced from time to time
- 1.2.4 any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding or following those words
- 1.2.5 a statute or statutory provision is a reference to it as amended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision, save to extent such amendment or re-enactment imposes any new or extended liability or restriction on the Company or the Security Trustee
- 1.2.6 where the context so admits, the singular is deemed to include the plural and vice versa and gender is deemed to include any other gender; and
- 1.2.7 a person is deemed to include a reference to a company, partnership, unincorporated body and any other entity and vice versa

1.3 The title of any provision of this Debenture shall not affect the meaning of that or any other provision.

1.4 Unless the context otherwise requires, references to clauses are to clauses of this Debenture

2 Secured liabilities

2.1 The Company covenants to the Security Trustee as security trustee for each of the Noteholders to

- 2.1.1 pay and discharge all the Company's obligations and liabilities owing (whether express or implied and whether now or in the future) to each of the Noteholders and the Security Trustee contained in each of the Finance Documents from time to time including the obligations to redeem the Loan Notes (and to pay all interest accrued on such Loan Notes) in accordance with the Loan Note Instrument.
- 2.1.2 pay, as soon as reasonably practicable after demand from time to time, the Expenses
- 2.1.3 pay on demand from time to time interest on the Company's obligations and liabilities covenanted to be discharged and/or paid by the Company under clauses 2.1.1 and 2.1.2 from the date on which the Company has agreed to pay interest on them or, if there is no such agreement, from the date on which they become due or (in the case of any Expense) the date of payment of the relevant Expense until the date of discharge or payment, and
- 2.1.4 if requested by the Security Trustee, provide any reasonable assistance that may be required or desirable to register this Debenture with the Registrar of Companies at Companies House.

3 Security

- 3.1 As a continuing security for the discharge and payment of the Company's Liabilities subject to the rights of the holders of any Permitted Encumbrance and otherwise with full title guarantee, the Company
 - 3.1.1 charges to the Security Trustee by way of fixed charge all estates or interests in any freehold and leasehold property vested in or charged to the Company now or in the future
 - 3.1.2 assigns to the Security Trustee the benefit of all covenants and rights relating to the Company's freehold and leasehold property and the benefit of all easements serving or relating to such property
 - 3.1.3 assigns to the Security Trustee the proceeds of each policy of insurance now or in the future issued in relation to the Company's freehold and leasehold property and the other assets charged by this Debenture
 - 3.1.4 assigns to the Security Trustee all the plant, machinery, fixtures and fittings now and in the future belonging to the Company and all right, title and interest of the Company under any agreements now and in the future relating to the purchase, lease or hire purchase of the same
 - 3.1.5 assigns to the Security Trustee all vehicles, computers, furnishings, equipment, tools and other chattels now and in the future belonging to the Company and all right, title and interest of the Company under any agreements now and in the future relating to the purchase, lease or hire purchase of the same, not regularly disposed of in the ordinary course of business

- 3.1.6 charges to the Security Trustee by way of fixed charge all the goodwill and uncalled capital of the Company now and in the future
- 3.1.7 charges to the Security Trustee by way of fixed charge all shares, stock, debentures and other securities (whether, without limitation, certificated or uncertificated or units of security in an account or balance (whether held as a member or by a nominee) within the system operated by CRESTCo Limited and/or any other clearing, settlement or transfer system whatsoever and wherever situated) now and in the future belonging to the Company.
- 3.1.8 charges to the Security Trustee by way of fixed charge all choses in action, claims, copyrights, patents, designs, registered designs (including applications and rights to apply therefor), inventions, rights in trademarks and service marks whether registered or not (including applications and rights to apply therefor), confidential information and know-how, utility models, moral rights and other intellectual property rights and any interest in any of those rights, choses in action, claims and fees, royalties and other rights of every kind deriving therefrom now or at any time hereafter belonging to the Company.
- 3.1.9 charges to the Security Trustee by way of fixed charge all book debts and other debts now and in the future owing to the Company and the proceeds of payment or realisation of each of them provided that, while there is no Event of Default, the Company may, in the ordinary course of trading, use and apply book debts and other debts and the proceeds of payment or realisation of such debts.
- 3.1.10 charges to the Security Trustee by way of fixed charge all funds standing to the credit of the Company from time to time on any account with any bank or financial institution, and
- 3.1.11 charges to the Security Trustee by way of floating charge all the undertaking and all property, assets and rights of the Company now and in the future wherever situate not from time to time subject to a mortgage, fixed charge or assignment under this Debenture. The floating charge created by this Debenture is a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986,

each assignment referred to above being subject to reassignment on redemption.

4 Restrictions

- 4.1 The Company shall not without the prior written consent of the Security Trustee do any of the following
 - 4.1.1 (except in favour of the Security Trustee or in the case of the Permitted Encumbrances) create or permit to arise or continue any Encumbrance affecting the Charged Property now and in the future nor increase nor extend any liability of the Company secured on any of the Charged Property now and in the future.
 - 4.1.2 dispose of the Charged Property charged or assigned by clauses 3.1.1 to 3.1.9 inclusive or, following crystallisation of the floating charge created by clause 3.1.11, the Charged Property charged by clauses 3.1.10 and 3.1.11.

- 4.1.3 deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business or (without limitation) realise its book debts and other debts by means of block discounting, factoring or the like
- 4.1.4 dispose of the Charged Property charged by clause 3 other than in the ordinary course of trading, and for the purposes thereof, while the floating charge remains uncrystallised, or
- 4.1.5 grant or accept a surrender of, or vary, any lease or licence of, or part with or share possession or occupation of, its freehold and leasehold property or any part of it or reduce any sum payable under them or enter into any onerous or restrictive obligations affecting its freehold and leasehold property or any part of it or consent to any assignment or sub-lease of any interest in its freehold and leasehold property or any part of it.

- 4.2 The Company requests the Chief Land Registrar to enter a restriction on the register of any registered land charged by this Debenture that except under an order of the Chief Land Registrar no disposition by the proprietor of the land is to be registered without the written consent of the registered proprietor of this Debenture.

5 Deeds, securities and debts

Subject to the terms of the Permitted Encumbrances, the Company shall from time to time deposit to the order of the Security Trustee all deeds and documents of title and all insurance policies relating to any of the Charged Property and all certificates representing the Charged Property mentioned in clause 3.1.7 which are in its possession.

6 Insurance

- 6.1 The Company shall, to the reasonable satisfaction of the Security Trustee, keep comprehensively insured for its full reinstatement cost (due allowance being made for inflation during the period of insurance and reinstatement) all of the Charged Property which is of an insurable nature and on such terms, for such amounts and of such types (including in respect of environmental pollution) as would be effected by prudent companies carrying on business similar to the Company and on terms requiring the insurers not to cancel the policy without giving at least 10 Business Days' prior written notice to the Security Trustee.
- 6.2 The Company shall have the policies of insurance of the Charged Property endorsed with notice of the Security Trustee's interests and shall punctually pay when due all premiums payable in respect of any insurance of the Charged Property and if required by the Security Trustee will deliver to the Security Trustee evidence satisfactory to the Security Trustee of payment of such premiums.
- 6.3 Subject to the terms of the Permitted Encumbrances, the Company shall hold in trust for the Security Trustee all money received under any insurance of the Charged Property and at the Security Trustee's option shall apply the same in or towards making good the relevant loss or damage or in or towards discharge of the Company's Liabilities.

6.4 If the Company defaults in its obligations under this clause 6 the Security Trustee may enter the Charged Property and effect insurance as specified in clause 6.1 (without becoming liable to account as mortgagee in possession).

7 Undertakings by the Company

7.1 The Company shall

7.1.1 pay punctually all rents, rates, taxes, duties, assessments and other outgoings payable in respect of the Company's freehold and leasehold property and, save where failure so to perform or observe would not have a Material Adverse Effect, observe and perform all covenants (positive and restrictive), conditions and stipulations from time to time affecting the Company's freehold and leasehold property or the mode of user or the enjoyment of the same.

7.1.2 keep all buildings and fixed and moveable plant, machinery, fixtures, fittings, furniture, implements, utensils and other effects of the Company in good repair, condition and working order (allowing for reasonable wear and tear) and permit the Security Trustee and/or his representatives after reasonable notice to enter such buildings and view the state and condition of the Charged Property and on default by the Company to effect repairs (without the Security Trustee becoming liable to account as mortgagee in possession).

7.1.3 comply in all material respects with all laws and regulations affecting the Company's freehold and leasehold property and not remove any fixed plant or make any change of use or carry out any structural or material alteration to any of its freehold and leasehold property or any part of it or do or permit to be done anything which is a 'development' within the meaning of the Town and Country Planning Acts or any orders or regulations under such Acts without the prior written consent of the Security Trustee (such consent not to be unreasonably withheld or delayed).

7.1.4 make such registrations and pay such fees, registration, taxes and similar amounts as are necessary to keep the Intellectual Property in force save as otherwise agreed by the Security Trustee (whether in his capacity as a holder of shares in the capital of the Company, as a Noteholder, or as Security Trustee).

7.1.5 take such steps as are necessary (including the institution of legal proceedings) to prevent third parties infringing its intellectual property and take such other steps as are reasonably practicable to maintain and preserve its interests therein.

7.1.6 not permit the registration of any Intellectual Property to be abandoned, cancelled or to lapse or become liable to any claim of abandonment for non-use.

7.1.7 inform the Security Trustee immediately on becoming contractually obliged to complete the purchase of any estate or interest in any freehold or leasehold property after the date of this Debenture.

7.1.8 obtain, renew, observe and comply in all material respects with all authorisations required in connection with this Debenture or to enable it to carry on its business.

- 7.1.9 comply in all material respects with all applicable laws and regulations (including Environmental Law) binding on it; and
- 7.1.10 indemnify the Security Trustee against all Expenses, proceedings, claims or demands for which he becomes liable in the course of being the Security Trustee unless to the extent caused by, or resulting from, his own fraud or gross negligence.

8 Representations and warranties

8.1 The Company hereby represents and warrants to the Security Trustee at the date of this Debenture that:

- 8.1.1 it is duly constituted and in good standing under the laws of the country in which it is incorporated and it has the appropriate power and authority to own its property and assets and to carry on its business as now conducted;
- 8.1.2 it is not in liquidation or administration or subject to any other insolvency procedure and no Receiver, manager, trustee, custodian or analogous officer has been appointed in respect of all or any part of its property, undertaking or assets;
- 8.1.3 it has the appropriate power to enter into and perform this Debenture. It has taken all necessary action to authorise the execution, delivery and performance of this Debenture and the obligations expressed as being assumed by it constitute its valid, legal and binding obligations and their performance will not contravene any provision of its memorandum and articles of association (or other constituting documents) or any law or other obligation binding upon it;
- 8.1.4 no approval, authorisation, consent, licence, permit or registration of or with, or notice to or acknowledgement from, any governmental, judicial or other authority or other third party is required or desirable in connection with the execution, performance, validity or enforceability of this Debenture other than if necessary the registration of this Debenture with the Registrar of Companies at Companies House and at H.M. Land Registry;
- 8.1.5 except for the Permitted Encumbrances, there are no Encumbrances affecting any of its property, assets or undertaking now and in the future other than in favour of the Security Trustee and the Noteholders and the Company has not given any guarantee, indemnity or other assurance against loss in relation to the liability of any person;
- 8.1.6 it is not engaged or involved in, otherwise subject to, any litigation or administrative, mediation, arbitration or other proceedings, or any claims, actions or hearings before any court, tribunal or any governmental, regulatory or similar body, or any department, board or agency which could have, or result in, a Material Adverse Effect; and
- 8.1.7 no proceedings of the kind referred to in clause 8.1.6 have been threatened or are pending by or against the Company and, so far as the Company is aware having made due enquiry, there are no circumstances likely to give rise to any such proceedings.

9 Notice of crystallisation

The Security Trustee may at any time after an Event of Default and for so long as the same is continuing unremedied by written notice to the Company convert the floating charge created by this Debenture into a fixed charge as regards any of the Charged Property specified in the notice.

10 The Security Trustee

10.1 The Security Trustee hereby declares that it shall stand possessed of the Charged Property and the benefit of all covenants and indemnities granted by the Company to it under this Debenture upon trust for the benefit of the Security Trustee and the Noteholders on the terms and subject to the conditions set out in this Debenture.

10.2 Each sum appropriated by the Security Trustee in accordance with the Finance Documents in or towards discharge of a particular part of the Company's Liabilities shall, to the extent of such appropriation, discharge not only the obligations of the Company to the Security Trustee (but only in its capacity as Security Trustee) but also its obligations to any relevant Noteholder in respect of that part of the Company's Liabilities which are owed to the Noteholders.

10.3 The Security Trustee shall have all the powers conferred on security trustees by the Trustee Act 1925 and

10.3.1 the Security Trustee may, in relation to this Debenture, act on the opinion or advice of or information obtained from any lawyer, valuer, surveyor, banker, broker, auctioneer, accountant or other expert, whether obtained by the Company or by the Security Trustee or otherwise and shall not be responsible for any loss occasioned by so acting. Any such opinion, advice or information may be sent or obtained by letter, email or facsimile and the Security Trustee shall not be liable for acting on any opinion, advice or information purporting to be conveyed by any such means even if it shall contain some error or shall not be authentic.

10.3.2 save as otherwise expressly provided in this Debenture or to the extent it is fraudulent or grossly negligent, the Security Trustee shall, as regards all trusts, powers, authorities and discretions vested in him by this Debenture, have absolute and uncontrolled discretion as to their exercise. In particular, it shall not be bound to act (whether at the request or direction of the Noteholders or otherwise) under any of the provisions of this Debenture unless the Security Trustee shall first be indemnified to its reasonable satisfaction against all proceedings, claims and demands to which the Security Trustee may so become liable and all costs, charges and expenses which may be so properly incurred by the Security Trustee under this Debenture. No Noteholder shall assert or seek to assert against the Security Trustee or any of its directors, officers or employees any claim a Noteholder might have in respect of the matters referred to in this clause 10 other than to the extent arising from his own fraud or gross negligence.

10.3.3 the Security Trustee shall not be responsible for having acted upon any resolution purporting to have been passed at any meeting of the Noteholders of which minutes have been made and signed, even though it may subsequently be found that there

was some defect in the constitution of the meeting or the passing of the resolution or that, for any reason, the resolution was not valid or binding on the Noteholders.

- 10.3.4 may rely upon any communication (including telephone conversations) or document reasonably believed by it to be genuine; and
- 10.3.5 as between itself and the Noteholders, the Security Trustee shall have full power to determine all questions and doubts arising in relation to any of the provisions of the Finance Documents. Every such determination made in good faith (whether or not the same shall relate in whole or in part to the acts or proceedings of the Security Trustee under this Debenture) shall (subject to the jurisdiction of the Courts) be conclusive and binding on the Security Trustee and the Noteholders.
- 10.4 The Security Trustee shall not be responsible for the accuracy and/or completeness of any information supplied to the Noteholders in connection with the transactions contemplated by the Finance Documents or for the legality, validity, effectiveness, adequacy or enforceability of the Finance Documents.
- 10.5 The Security Trustee shall, subject to the express terms to the contrary set out in this clause 10 (including, in particular, clause 10.12), act in accordance with any instructions given to him by the Noteholders acting by a Noteholders Majority.
- 10.6 Whenever it thinks fit after having used reasonable endeavours to consult in advance with the Company, the Security Trustee may delegate by power of attorney or otherwise, to any person or persons or fluctuating body of persons all or any of the trusts, powers and discretions vested in it by this Debenture and such delegation may be made on such terms and subject to such conditions including power to sub-delegate and subject to such regulations as the Security Trustee may think fit subject always to compliance by that person with the provisions of this Debenture. The Security Trustee shall not be bound to supervise the proceedings or be responsible for any loss incurred by reason of any misconduct or omission on the part of any such delegate or sub-delegate chosen by it in good faith.
- 10.7 In the conduct of the trust business, instead of acting personally, the Security Trustee may, after having used reasonable endeavours to consult in advance with the Company, employ as an Expense an agent to transact or concur in transacting any business and to do or concur in doing all acts required to be done by the Security Trustee, including the receipt and payment of money. Any Security Trustee, being a person engaged in any profession or business, shall be entitled to all usual professional and other charges, in addition to disbursements for business transacted and acts done by it or any of its directors or employees in connection with the trusts of this Debenture in connection with matters arising in connection with this Debenture, including matters which might or should have been attended to in person by a Security Trustee not being engaged in any profession or business.
- 10.8 Any consent granted by the Security Trustee pursuant to this Debenture may be granted on such terms and subject to such conditions (if any) as the Security Trustee may reasonably (or, after the occurrence of an Event of Default, in its absolute discretion) determine and may be given retrospectively.
- 10.9 The Security Trustee may, whenever it thinks fit and on such terms and subject to such conditions as to it shall seem fit, authorise or waive any proposed breach or any breach by the

Company of any of the terms of this Debenture without prejudice to the rights of the Security Trustee in respect of any subsequent breach of any such terms which it has not expressly waived.

- 10.10 The Security Trustee may resign its appointment under this Debenture at any time, without reason by giving not less than 15 Business Days' prior written notice to that effect to the Company and the Noteholders, and the Security Trustee may be removed from its appointment at any time by the Noteholders (acting by a Noteholders Majority) giving not less than 15 Business Days' notice to that effect to the Security Trustee, provided that no such resignation or removal shall be effective until a successor for the Security Trustee is appointed in accordance with the succeeding provisions of this clause 10.
- 10.11 If the Security Trustee gives notice of its resignation or is to be removed pursuant to clause 10.10 or becomes incapable of acting, then any reputable person may be appointed as a successor to the Security Trustee by the Noteholders (acting by a Noteholders Majority) during the period of such notice. If no such successor is so appointed, the Security Trustee may appoint such a successor. If a successor to the Security Trustee is appointed under the provisions of this clause 10, then:
- 10.11.1 the retiring Security Trustee shall be discharged from any further obligations under this Debenture, but shall remain entitled to the benefit of the provisions hereof; and
- 10.11.2 its successor, the Company and the Noteholders shall, subject to the rights of the retiring Security Trustee, have the same rights and obligations amongst themselves as they would have had if such successor had been a party to this Debenture.
- 10.12 Except as expressly provided in this Debenture, the Security Trustee shall be authorised to assume without enquiry, in the absence of knowledge by, or an express notice to, it to the contrary, that the Company is duly performing and observing all the terms of this Debenture to be performed and observed by the Company. Notwithstanding knowledge by, or notice to, the Security Trustee of any breach of any such term, it shall be in the discretion of the Security Trustee whether to take any action or proceedings or to enforce performance until in any such case the Security Trustee is required to do so by the Noteholders acting by Noteholder Majority and then only if the Security Trustee shall be indemnified to its reasonable satisfaction against all actions, proceedings and claims to which it may render itself liable and all costs, charges, damages and expenses which it may properly incur by so doing.
- 10.13 After the security constituted by this Debenture has become enforceable, the Security Trustee, or any Receiver, may without restriction grant or accept surrenders of leases or licences of the Company's freehold and leasehold property or any part of it and grant or vary or reduce any sum payable under any leases or licences, without being deemed a mortgagee in possession.
- 10.14 Section 103 of the Law of Property Act 1925 shall not apply and the Security Trustee may exercise its power of sale and other powers under that or any other Act or this Debenture at any time after an Event of Default occurs provided that the same is continuing.
- 10.15 All or any of the powers conferred on a Receiver by clause 12 may be exercised by the Security Trustee after the occurrence of an Event of Default and for so long as the same is continuing unremedied without first appointing a Receiver or notwithstanding any such appointment.

- 10.16 The Security Trustee shall not be liable to account to the Company as mortgagee in possession (a) for any money not actually received by the Security Trustee and/or (b) if the Noteholders or any Receiver takes possession of the Charged Property and it at any time relinquishes such possession, which it may do at its sole discretion.
- 10.17 Section 93(1) of the Law of Property Act 1925 shall not apply to this Debenture.
- 10.18 No purchaser or other person shall be obliged or concerned to see or 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 Debenture has arisen or become exercisable or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.
- 10.19 The Security Trustee shall have full power hereunder for a period of not more than eighty years from the date hereof.
- 11 Enforcement**
- 11.1 The security constituted by this Debenture shall become immediately enforceable upon the occurrence of an Event of Default or if any amount secured by this Debenture is not paid in full when due and the power of sale and other powers conferred by section 101 of the Law of Property Act 1925 (*Powers incident to estate or interest of mortgagee*) as varied or amended by this Debenture, shall be immediately exercisable, upon and at any time after the occurrence of any Event of Default or if any amount secured by this Debenture is not paid in full when due.
- 11.2 After the occurrence of an Event of Default and for so long as the same is continuing unremedied or unwaived, the Security Trustee may (under the hand of an authorised official or manager), appoint, or remove, in writing a Receiver or Receivers of the Charged Property, fix and pay the fees of a Receiver properly incurred and remove any Receiver so appointed and appoint another in his place, but any Receiver shall be deemed to be the agent of the Company and the Company shall be solely responsible for the Receiver's acts, defaults and remuneration.
- 11.3 At the time, or at any time after, the security constituted by this Debenture becomes enforceable, whether or not the Security Trustee has entered into or taken possession of the whole or any part of the Charged Property pursuant to this Debenture, the Security Trustee, in so far as permitted by law, at its option and in addition to any right to appoint a Receiver, may (under the hand of any authorised office or manager) appoint, or remove, in writing any person to be an administrator of the Company for the purposes and upon the terms contained in Schedule B1 Insolvency Act 1986 and such person shall, from the effective date of such appointment, be an Administrator.
- 12 Powers of Receiver**
- 12.1 Any Receiver appointed by the Security Trustee shall have all the powers to do or abstain from doing anything which the Company could do or abstain from doing in relation to the Charged Property, including the powers conferred by section 109 of the Law of Property Act 1925 (*Appointment, powers, remuneration and duties of receivers*), and in particular shall have the following powers exercisable upon such terms and conditions as he thinks fit:

- 12.1.1 to take possession of and generally to manage the Charged Property and any business of the Company.
- 12.1.2 to enter into, carry into effect, complete, deliver, perform, repudiate, rescind or vary any deed, contract, transaction or arrangement to which the Company is or is to be a party.
- 12.1.3 to carry out on any freehold or leasehold property of the Company or on any other property which it may in his opinion be necessary or desirable to work upon in conjunction with any such property any new works or complete any unfinished works of building, reconstruction, maintenance, furnishing or equipment and to apply for and obtain all planning permissions, building regulation approvals and other permissions, consents or licences as may be necessary or desirable for such purposes and to effect and/or carry out any development, building or other works as he shall in his absolute discretion think fit.
- 12.1.4 to purchase or acquire any land or other property and purchase, acquire, grant or release any interest in or right over land or other property and enter into, take or release the benefit of covenants (positive or restrictive) binding on or benefiting the freehold or leasehold property of the Company or any part of it.
- 12.1.5 to sell, lease, license, surrender or accept surrenders of leases or licences of, charge or otherwise deal with and dispose of the Charged Property without restriction including the power to dispose of any fixtures separately from the land.
- 12.1.6 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Company.
- 12.1.7 to insure the Charged Property and any works and effect indemnity insurance or other similar insurance and obtain bonds or give commitments, guarantees, indemnities and security in respect of the Charged Property.
- 12.1.8 to call up any uncalled capital of the Company with all the powers conferred by the articles of association of the Company in relation to calls.
- 12.1.9 to engage, rely on the advice of and discharge advisers, consultants, officers, managers, agents, workmen and others.
- 12.1.10 to purchase materials, tools, equipment, goods or supplies.
- 12.1.11 to bring, continue or defend any claim, dispute, action or legal proceedings and enter into any arrangement or compromise.
- 12.1.12 to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Company's Liabilities for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise.
- 12.1.13 to make any elections for value added tax purposes, and

- 12.1.14 to do any other acts which he may consider to be incidental or conducive to any of his powers or to the realisation of the Charged Property
- 12.2 In the case of joint Receivers any power may be exercised jointly or severally
- 12.3 The Receiver shall apply all money he receives first in repayment of all money borrowed by him and in payment of his expenses, liabilities and fees and secondly in or towards the remaining matters specified in section 109(8) of the Law of Property Act 1925.
- 12.4 The Security Trustee may at any time under the hand of any official or manager appoint an administrator of the Security Trustee.
- 13 Appropriation**
- Subject to clause 10.2, the Security Trustee may at any time and from time to time without notice (both before and after demand) apply all payments received in respect of the Company's Liabilities in or towards discharge of such part of the Company's Liabilities as it thinks fit as if it were a relevant receipt under clause 15.2 and may convert, purchase or exchange any currency.
- 14 Protection of security**
- 14.1 This Debenture is in addition to any other rights or security, now and in the future, held by the Security Trustee from the Company or any other person for the Company's Liabilities and shall not merge with or prejudice or be prejudiced by any such rights or security or any other contractual or legal rights of the Security Trustee, all or any of which the Security Trustee may take, perfect, enforce, renew, vary, release or refrain from taking, perfecting or enforcing without releasing, reducing or otherwise affecting the Security Trustee's rights under this Debenture
- 14.2 The Company, by way of security, irrevocably appoints the Security Trustee and any Receiver or administrator of the Company severally to be the attorney for the Company (with full power of substitution and delegation) in the Company's name and on the Company's behalf and as the Company's act and deed to sign or execute all such deeds, instruments and documents and to do all such acts and things as may be required by the Security Trustee or any Receiver pursuant to this Debenture or the exercise of any of their powers provided that this appointment may not be exercised by the Security Trustee prior to the occurrence of an Event of Default.
- 14.3 The Security Trustee's rights under this Debenture shall not be affected by any change in the Company's constitution or by the liquidation or insolvency of the Company.
- 14.4 The Company will, at its own cost, at the request of the Security Trustee or any Receiver or administrator of the Company execute any deed or document and take any action reasonably required by the Security Trustee or any Receiver to perfect or protect this security or its priority or further to secure on the Charged Property the Company's Liabilities or for facilitating the realisation of the Charged Property or the exercise of any rights or powers of the Security Trustee or any Receiver or for establishing the nature or extent of the Charged Property
- 15 Payments**

- 15.1 All payments made by the Company to the Security Trustee shall be paid without set-off or counterclaim to the credit of such account as the Security Trustee may designate and shall be made in full and free and clear of any deduction or withholding for or on account of any Tax (save for such deductions and withholdings as are required by law) or any other matter.
- 15.2 The Company's liability under this Debenture is to discharge the Company's Liabilities in the Relevant Currency. If at any time the Security Trustee receives a payment referable to any of the Company's Liabilities from any source in a currency other than the Relevant Currency, then such payment shall take effect as a payment to the Security Trustee of the amount in the Relevant Currency which the Security Trustee is able to purchase (after deduction of any relevant costs) with the amount of the payment so received in accordance with its usual practice.
- 15.3 If a payment is made under a court order or in satisfaction of a claim or proof and is treated by clause 15.2 as a payment of an amount which falls short of the relevant liability of the Company expressed in the Relevant Currency, the Company as a separate and independent obligation shall on demand from time to time indemnify the Security Trustee against such shortfall and pay interest on such shortfall from the date of such payment to the date on which the shortfall is paid.
- 16 **Communications**
- 16.1 All communications under this Debenture must be in writing and in English.
- 16.2 Any communication shall be sent by prepaid post or delivered to the Security Trustee or the Company at their respective addresses shown on page 1 unless either party has communicated another address to the other in which case it must be sent to the last address so communicated to the other for this purpose. Communications to the Company may also be sent in such manner or delivered to the Address for Service or delivered to one of its officers.
- 16.3 A communication by the Security Trustees by post shall be deemed made on two Business Days after posting on a Business Day by first class post, postage prepaid or, if delivered personally, between 10.00 and 17.00 on a Business Day, on delivery. A communication by the Company shall be deemed made only when actually received by the Security Trustee.
- 16.4 Any communication given under or in connection with this Debenture is not valid if sent by fax or by email.
- 17 **Law and jurisdiction**
- 17.1 This Debenture is governed by and shall be construed in accordance with English law.
- 17.2 The parties irrevocably agree that the English courts are to have exclusive jurisdiction to settle any disputes (including any non-contractual claims or disputes) and to entertain any suit, action or proceedings in each case arising out of or in connection with this Debenture or its subject matter or creation.
- 18 **Assignment and transfer**

- 18.1 The Company gives its unconditional and irrevocable consent and continuing agreement to the appointment of any successor Security Trustee in accordance with clause 10.
- 18.2 The Company may not assign and/or transfer any one or more of its rights and/or obligations under this Debenture.
- 18.3 The Security Trustee may give such information relating to the Company or this Debenture as it thinks fit to any person proposed to be appointed as a successor Security Trustee.
- 18.4 The Company's Liabilities shall extend to all liabilities of the Company to the Security Trustee notwithstanding any change of name of the Security Trustee and/or the Security Trustee's absorption by or in or amalgamation with any other company or person or the acquisition of all or part of its undertaking by any other company or person and to all sums in respect of advances and other facilities from such other company or person.
- 19 **Miscellaneous**
- 19.1 Interest payable by the Company to the Security Trustee shall accrue both before and after judgment on a daily basis and on the basis of a 365 day year and shall be compounded (both before and after judgment) quarterly. Interest shall be payable on demand made by the Security Trustee from time to time. After a demand, Interest shall also be calculated on the Company's Liabilities together with accrued Interest as at the date of the demand.
- 19.2 The Security Trustee's rights and powers under this Debenture are cumulative and not exclusive of its rights under general law and shall not be affected or impaired by any delay or omission by the Security Trustee in exercising them or any previous exercise of any such rights or powers.
- 19.3 If any provision (or part of a provision) of this Debenture is or becomes invalid, illegal or unenforceable in any jurisdiction, it shall be deemed modified in that jurisdiction to the minimum extent necessary to make it valid, legal and enforceable in that jurisdiction. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted for that jurisdiction. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of the Debenture in that jurisdiction or any part of the Debenture in any other jurisdiction.
- 19.4 No variation of the terms of this Debenture shall be valid unless in writing signed by the Company and confirmed in writing by the Security Trustee.
- 19.5 On satisfaction of all the Company's obligations and liabilities pursuant to the Finance Documents, the Security Trustee agrees to provide to the Company at the latter's expense a written release in respect of this Debenture.
- 19.6 Subject to the rights of the Noteholders, the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Debenture and no person who is not party to this Debenture shall have or acquire pursuant to that Act any right to enforce any term of it, and the rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Debenture are not subject to the consent of, or notice to, any other person. This provision shall not affect any right or remedy of any third party which exists or is available otherwise than by reason of that Act and shall prevail over any other provision of this Debenture which is inconsistent with it.

This Debenture was duly signed as a deed and unconditionally delivered on the date which first appears on page 1.

Executed as a Deed by
Innvotec Limited acting by



in the presence of

Director Muhammad Tofiq Qureshi

Witness's signature



Name

John Marsden

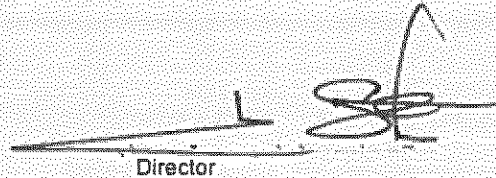
Address

3 Margaret Lowe Place
Aston Clinton
Bucks
HP22 5YD

Occupation

Accountant

Executed as a Deed by
Riverside Investments (L.L.C) acting by
Mr. Yusr Hussain Mahyoob Sultan Al
Junaidy


Director

in the presence of

Witness's signature



Name

MUHAMMAD IDREES

Address

2103, 2104 OBEROI TOWER
BUSINESS BAY, DUBAI

Occupation

FINANCIAL CONTROLLER.