



Registration of a Charge

Company Name: **NEWTONS GROUP LIMITED**

Company Number: **02366485**



XBF2J7AZ

Received for filing in Electronic Format on the: **21/10/2022**

Details of Charge

Date of creation: **03/10/2022**

Charge code: **0236 6485 0001**

Persons entitled: **INVESTEC CAPITAL SOLUTIONS LIMITED**

Brief description: **1. BY WAY OF FIXED CHARGE (THE FIXED CHARGE): (I) ALL FREEHOLD AND LEASEHOLD LAND AND BUILDINGS OF THE COMPANY BOTH PRESENT AND FUTURE INCLUDING ANY LAND AND BUILDINGS SPECIFIED IN SECTION 2 OF THE SCHEDULE OF THE AGREEMENT AND ALL TRADE FIXTURES AND FITTINGS AND ALL PLANT AND MACHINERY FROM TIME TO TIME IN OR ON ANY SUCH LAND OR BUILDINGS; (II) ALL INTELLECTUAL PROPERTY NOW OWNED OR AT ANY TIME HEREAFTER TO BE OWNED BY THE COMPANY.**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED
AS PART OF THIS APPLICATION FOR REGISTRATION IS A
CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PDT SOLICITORS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2366485

Charge code: 0236 6485 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd October 2022 and created by NEWTONS GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st October 2022 .

Given at Companies House, Cardiff on 25th October 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

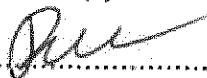


Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

I hereby certify that this is
a true copy of the original


Investec Capital Solutions



ALL ASSETS DEBENTURE

THIS DEBENTURE is made on the 3rd day of October 2022

BETWEEN

The Client:	
Name:	Newtons Group Limited
Address:	7/8 Innovation Place, Douglas Drive, Godalming, GU7 1JX
Registered Number:	02366485
Registered Country:	England and Wales

and

ICS:	
Name:	Investec Capital Solutions Limited ("ICS")
Address:	30 Gresham Street, London, EC2V 7QP
Registered Number:	09401092
Registered Country:	England and Wales

1. MEANINGS OF EXPRESSIONS

1 In this debenture except where the context otherwise requires:

1.1 the following expressions shall have the meanings assigned to them below:

"the Act"	the Insolvency Act 1986;
"Agreement"	the sales finance agreement (details of which are contained in section 1 of the Schedule) made between the Client and ICS for the purchase of Receivables and any agreement made in addition to, variation of or substitution for such agreement;
"Client Account"	all amounts now or hereafter owing or becoming due to the Client by ICS including any amount retained or reserved by ICS under any provision of the Agreement;

"Encumbrance"	charge, mortgage, lien, pledge or other security right or declaration of trust;
"Event of Default"	any of the events specified in clause 8.2;
"Fixed Assets"	the Property as shall for the time being be subject to the fixed charges created by clause 3.1;
"Fixed Charge Property"	such of the Property as shall for the time being be subject to the fixed charge created by clause 3.1 and any other of the Property in respect of which the floating charge created by clause 3.2 shall have crystallised;
"Floating Assets"	all the Property other than such of the Property as shall for the time being be subject to the fixed charge created by clause 3.1;
"Obligations"	all monetary and other liabilities and obligations now or at any time hereafter owed or incurred by the Client to or in favour of ICS, present or future, actual or contingent, liquidated or unliquidated, whether as principal or surety or in any other capacity, whether or not incurred jointly with any other person, whether arising in or by contract, tort, restitution, assignment or breach of statutory duty and whether arising under the Agreement or otherwise including any such liability of the Client by virtue of any assignment to ICS of any indebtedness incurred or to be incurred by the Client for any supply of any goods or services to or any hiring by the Client;
"Other Debts"	all amounts of indebtedness (other than the Specified Receivables and the Client Account) now or at any time hereafter owing or becoming due to the Client on any account whatsoever and their proceeds together with the Related Rights pertaining to such amounts of indebtedness and their proceeds;
"Property"	the undertaking and all the property rights and assets of the Client, whatsoever and wheresoever, both present and future, including the Client's stock in trade and its uncalled capital and the proceeds of such property rights and assets;
"Specified Receivable"	any Receivable (purchased or purported to be purchased by ICS pursuant to the Agreement), of which the ownership fails to vest absolutely and effectively in ICS for any reason, together with the proceeds of such Receivable;
"Writing"	any form of communication that is accessible so that it may be recorded in a permanent form and used at any time after it has been made (and "written" is to be construed accordingly);

- 1.2 the expressions **"Receivable"** and **"Related Rights"** have the meanings respectively assigned to them in the Agreement but so that for the purposes of the definition of **"Related Rights"** references to a **"Receivable"** and to a **"Contract of Sale"** (where the context so requires) include respectively references to an Other Receivable and a contract giving rise to an Other Receivable;

- 1.3 the expression "**Schedule B1**" shall mean Schedule B1 to the Act, the expression "**Administrator**" shall have the meaning assigned to it in paragraph 1(1) of Schedule B1 to the Act and the expression "**Receiver**" shall have the meaning assigned to it in section 29(1)(a) of the Act (not being an administrative receiver as defined in section 29(2) of the Act);
 - 1.4 the singular includes the plural and vice versa and any of the three genders includes either of the others;
 - 1.5 references to clauses and sub-clauses are references to clauses and sub-clauses respectively of this debenture; the headings of clauses are for convenience only and do not affect or limit the meaning or extent of any clause;
 - 1.6 the meaning of general words introduced by the word "other" are not limited by reference to any preceding word or enumeration indicating a particular class of acts matters or things;
 - 1.7 the expressions "including" and "includes" do not limit or restrict any general words preceding either of them;
 - 1.8 where ICS has a right or option to do anything then the right or option is at its absolute discretion;
 - 1.9 reference to any Act of Parliament is deemed to include such Act as amended or re-enacted from time to time and any order or regulation made under it.
- 2. COVENANT TO PAY**
- 2 The Client will:
- 2.1 on demand fully discharge by payment to ICS without any deduction or set-off all or any monetary liabilities included in the Obligations; and
 - 2.2 duly perform all Obligations other than monetary liabilities.
- 3. CHARGING PROVISIONS**
- 3 To secure payment and performance as provided for in clause 2 the Client hereby charges in favour of ICS with full title guarantee:
- 3.1 by way of fixed charge:
- (i) all freehold and leasehold land and buildings of the Client both present and future including any land and buildings specified in section 2 of the Schedule and all trade fixtures and fittings and all plant and machinery from time to time in or on any such land or buildings;
 - (ii) all goodwill and unpaid and/or uncalled capital of the Client;
 - (iii) all stocks shares and securities and documents evidencing title to or the right to possession of any property at any time deposited with ICS and the property mentioned in such documents;
 - (iv) all intellectual property now owned or at any time hereafter owned by the Client;
 - (v) the proceeds of any insurance taken out by the Client and the refund of any premium for such insurance;

- (vi) all Specified Receivables;
- (vii) the Client Account; and
- (viii) all Other Debts;

3.2 by way of floating charge (to which paragraph 14 of Schedule B1 applies), the Floating Assets.

4. THE FLOATING ASSETS

The Client shall be at liberty to sell any item included in the Floating Assets in the normal course of and for the purpose of carrying on its business (on terms not less favourable than those usual in a business of the nature of that carried on by the Client) until the crystallisation of the floating charge hereby created in respect of such item or of all the Floating Assets.

5. THE CLIENT'S CONTINUING OBLIGATIONS

5.1 Until the full discharge of all the Obligations and this debenture except with the prior written consent of ICS the Client shall not:

5.1.1 except as provided in clause 4 or on the written directions of ICS sell, part with possession of, create any encumbrance over or otherwise dispose of any of the Property nor, except as expressly provided for in this debenture release, exchange, compound, set off, grant time or indulgence in respect of any of the Property;

5.1.2 enter into any factoring or discounting agreement or any other agreement for the sale and purchase of debts except with ICS.

5.2 All the provisions of the Agreement relating to the Specified Receivables contained in the Agreement shall apply to all Specified Receivables as if such provisions were set out in this debenture in full and as if the ownership of all such Specified Receivables were vested in ICS in accordance with the Agreement. All the provisions of the Agreement relating to the rights to or ownership of goods included in the Related Rights shall apply to any goods included in the Property.

5.3 In addition to and without prejudice to the provisions of clause 5.2 until the charges contained in this debenture are fully discharged:

5.3.1 ICS shall at all times have the sole right to collect any of the Other Debts and the Client shall assist ICS in any way that it may require for that purpose and, if called upon to do so at any time by ICS, at the Client's expense (including any applicable stamp duty) in such form as ICS may prescribe the Client shall:

5.3.1.1 complete and execute a formal written assignment of any or all of the Other Debts and give written notice of such assignment to every person by whom any such Other Debt shall be owing; and

5.3.1.2 (whether or not such written assignment shall have been executed) give irrevocable instructions to such persons to make payment of all Other Debts (then owing or to become owing by such persons thereafter) direct to ICS; and

5.3.2 ICS may at any time apply any part of the Client Account in the discharge of any part or the whole of the Obligations.

5.4 Without prejudice ICS's rights under clause 5.3 the Client shall for the benefit of ICS:

5.4.1 collect in the Other Debts (except any Other Debts assigned to ICS under clause 5.3) in the ordinary course of business (which expressions shall not include factoring or discounting or selling or otherwise disposing of the Other Debts in any other way);

- 5.4.2 promptly pay into such bank account as ICS shall at any time specify in writing any moneys which the Client may receive in respect of the Other Debts and pending such payment hold such moneys in trust for ICS.
- 5.5 The Client hereby undertakes in addition to and without prejudice to any other undertaking given elsewhere in this debenture:
- 5.5.1 at any time if so required by ICS (at the Client's expense including any applicable stamp duty) to execute such documents and do such other things as may be requisite to perfect to ICS title to any of the Property (other than the Specified Receivables or Other Debts) or to enable ICS to exercise any of its rights under this debenture including the execution of a legal mortgage of any of the freehold or leasehold land and buildings included in the Fixed Assets;
- 5.5.2 at all times during the continuance of this debenture to keep all such items included in the Property as are tangible in a good state of repair and proper working order;
- 5.5.3 to keep all items included in the Property fully insured to their replacement value with an insurer approved by ICS against all risks for which insurance cover is usual in a business of the nature of that carried on by the Client and promptly to pay all premiums and other sums payable for this purpose and if so required to produce the receipts for such payments to ICS; and
- 5.5.4 to hold on trust for ICS all the rights of the Client and any sums received under any such policy of insurance and to keep such sums received separate from the Client's own monies and to pay them to ICS on demand.
- 5.6 In the event that the Client shall fail to pay any insurance premium or other sum for which provision is made in clause 5.5.3 ICS may pay such premium or sum and recover it from the Client.
- 5.7 At any time when the statutory power of sale or the right to appoint a Receiver is exercisable under the provisions of this debenture, whether or not such power or right shall have been exercised, the benefits of all insurances relating to the Property shall vest in ICS.
- 5.8 Until the charges contained in this debenture are fully discharged the Client shall not without the prior written consent of ICS exercise any statutory or other power of granting or of agreeing to accept surrenders of leases or tenancies of any or any part of any freehold or leasehold land and buildings charged by clause 3(1).

6. OTHER ENCUMBRANCES

The Client hereby warrants that except as stated in section 3 of the Schedule or as hitherto disclosed to ICS in writing it is the beneficial owner of all items included in the Property and that all such items are free from any Encumbrance and that the Client is able to give a full title guarantee in respect of all of them. The Client shall not without the prior written consent of ICS create or permit to subsist any Encumbrance which affects or may affect the Property or any part of it.

7. POWER OF ATTORNEY

By way of security the Client hereby irrevocably appoints ICS and the directors and the company secretary for the time being of ICS and any Receiver appointed by virtue of an appointment pursuant to clause 9 jointly and each of them severally to be the attorney of the Client to execute in the name of the Client such deeds and documents and to do such other things as may be requisite to perfect ICS' title to any of the Property or to enable ICS to exercise any of its rights under this debenture including its rights to enforce payment of and collect any

of the Other Debts or Specified Receivables and to realise any other of the Property and for the purpose of receiving all monies payable under any policy of insurance referred to in clause 5 and for compromising or compounding any claim under it.

8. ENFORCEMENT

8.1 Sections 93 and 103 of the Law of Property Act 1925 and the restriction in section 109(1) of that act shall not apply to this debenture and upon the occurrence of any Event of Default or at any time after it (except during a moratorium in relation to the Client as provided for in paragraphs 43 or 44 of Schedule B1) ICS shall be entitled on demand to payment in full of all or any part of the monetary liabilities included in the Obligations and, without prejudice to ICS's rights under the Agreement and any other of its rights under this debenture (whether or not ICS shall have exercised any of those rights) ICS may exercise any of the following rights:

- 8.1.1 to exercise any of ICS's powers of possession and sale of any of the Fixed Charge Property;
- 8.1.2 to appoint any person to be a Receiver over any of the Fixed Charge Property;
- 8.1.3 by notice to the Client to crystallise the floating charge created by clause 3.2 in respect of all the Floating Assets or any item included in them and thereby to terminate the Client's right to deal with such assets or item in the ordinary course of business in accordance with the provisions of clause 4.

8.2 The Events of Default are as follows:

- 8.2.1 any breach of any of the Client's obligations and undertakings under this debenture;
- 8.2.2 the failure of the Client to pay any monetary liability included in the Obligations when it is due to be paid;
- 8.2.3 the calling by the Client of any meeting of its creditors;
- 8.2.4 the Client becoming unable to pay its debts within the meaning of Section 123 of the Act;
- 8.2.5 the levying or threat of execution or distress on any of the Property;
- 8.2.6 the appointment of a Receiver of any part of the Client's income or assets;
- 8.2.7 the serving or threat of a garnishee order nisi on any debtor of the Client in relation to any judgement debt owing by the Client;
- 8.2.8 the presentation of a petition for the winding up of the Client;
- 8.2.9 in relation to the Client an administration application under paragraph 12 of Schedule B1 or the appointment of an administrator under paragraph 14 or paragraph 20 of Schedule B1;
- 8.2.10 a proposal for a voluntary arrangement between the Client and its creditors whether pursuant to the Act or otherwise;
- 8.2.11 the cessation of the Client's business or a threat by the Client of such cessation;
- 8.2.12 a resolution of the members of the Client for its winding up;
- 8.2.13 any event which in the opinion of ICS jeopardises any part of the security afforded by this debenture;

8.2.14 any event (other than any event mentioned in this clause) which gives ICS the right to give notice for immediate termination of the Agreement in accordance with the terms thereof whether or not ICS shall have exercised any such right.

8.3 Without prejudice to the rights of ICS contained in clause 8.1 the floating charge created by clause 3.2 shall crystallise automatically, without the requirement for any notice or other act by ICS, in respect of any item charged by such charge upon which distress or execution is levied or threatened.

8.4 In the event that the floating charge created by clause 3.2 shall have crystallised as to part only of the Floating Assets the Client shall be at liberty to deal with the remainder of the Floating Assets in accordance with the provisions of clause 4 without prejudice to the rights of ICS pursuant to clause 8.1 in relation to such remainder of the Floating Assets.

9. APPOINTMENT, POWERS AND AGENCY OF RECEIVERS AND INDEMNITY

9.1 The power of appointing a Receiver under this debenture may be exercised in writing under the hand of any director or the company secretary for the time being of ICS or of any person authorised in writing by any of them. ICS may in like manner remove any such Receiver so appointed and (in the case of the removal or the vacation of office or the death of any such Receiver) appoint another person or persons in the place of such Receiver.

9.2 Every receiver so appointed shall have the power:

9.2.1 to take possession of, to enforce payment of and to collect or to realise any of the Property in respect of which he shall have been appointed or any part thereof in such manner and upon such terms as he shall in his absolute discretion decide;

9.2.2 to make any arrangement or compromise as he may consider requisite on behalf of the Client with any other person in respect of any such Property;

9.2.3 without any of the restrictions imposed by the Law of Property Act 1925 to sell and assign any of such Property on such terms and to such persons as he may consider expedient;

9.2.4 to exercise all the powers provided for in the Law of Property Act 1925 as if the Receiver had been duly appointed under such Act;

9.2.5 to appoint solicitors managers and agents for any of the above purposes on such terms and for such periods as the Receiver shall think fit;

9.2.6 for any of the purposes hereby authorised to borrow from any bank or other person on the security of any of such Property on such terms as the Receiver shall consider expedient including (if ICS shall so consent) terms by which such security shall rank in priority to this charge;

9.2.7 to carry out and enforce performance of any contract (or any part of it) giving rise to any Specified Receivable or any Other Debt;

9.2.8 to give effective receipts for all monies and other assets which may come into the Receiver's hands in the exercise of any power hereby conferred upon him which receipts shall exonerate any person paying or handing over such monies or assets from all liability to see to the application thereof or to enquire as to the propriety or regularity of the Receiver's appointment;

9.2.9 to do all such other acts or things which the Receiver may consider to be incidental or conducive to any other purposes authorised hereby and which he may lawfully do as agent for the Client.

9.3 If two or more individuals shall hold office as Receiver of the same item included in the Property by virtue of an appointment in accordance with clause 9.1 such individuals shall have the right to exercise all or any of their powers severally as well as jointly.

9.4 Every Receiver appointed in accordance with clause 9.1 shall at all times be the agent of the Client and the Client shall alone be responsible for all acts defaults and omissions of such Receiver and for the payment of all his remuneration, costs and expenses. ICS shall be under no liability to any such Receiver for his remuneration, costs, expenses or in any other way whatsoever.

9.5 Neither ICS nor any Receiver appointed under this debenture shall be liable to account as mortgagee in possession in respect of all or any of the Property nor shall any of them be liable for loss on realisation or for any neglect or default of any nature in connection with the Property for which a mortgagee in possession may be liable as such.

9.6 The Client hereby undertakes to indemnify and hold harmless any Receiver appointed under this debenture against all actions, claims, expenses, costs and liabilities which may at any time and in any way may be incurred by him or by any person, for whose debt or default he may be answerable, in respect of anything done in the exercise or purported exercise of his powers in connection with this debenture.

10. APPLICATION OF PROCEEDS BY RECEIVER

All monies received by any Receiver appointed under this debenture shall be applied (subject to the claims of any creditor having priority to this debenture) for the following purposes in the following order:

10.1. in payment of all costs charges and expenses of and in relation to his appointment and the exercise of his powers and of any other expenses properly discharged by him;

10.2. in payment of his remuneration as agreed between him and the person who appointed him;

10.3. in payment of any costs relating to the realisation of any property;

10.4. in or on account of the discharge of the Obligations including any interest for which provision is made in this debenture; and

10.5. in payment of any surplus to the Client.

11. APPOINTMENT, POWERS AND DUTIES OF AN ADMINISTRATOR

11.1 Upon or at any time after the occurrence of any Event of Default (in addition to and without prejudice to the provisions of clauses 8 and 9) ICS may, in accordance with the provisions of paragraphs 12 to 16 inclusive of Schedule B1, appoint any person who is qualified to act as an insolvency practitioner in relation to the Client as Administrator of the Client.

11.2 Every Administrator appointed under clause 11.1 shall have the status and all the powers and duties of an administrator for which provision is made in Schedule B1. ICS shall be under no liability to any such Administrator for his remuneration, costs, expenses or in any other way whatsoever.

11.3 The functions of every Administrator appointed under clause 11.1, including the distribution of all monies received by him, shall be as provided in paragraphs 59 to 73 inclusive of Schedule B1.

- 11.4 The power of appointing an Administrator under this debenture may be exercised in writing under the hand of any director or the company secretary for the time being of ICS or of any person authorised in writing by any of them. In the case of the vacation of office or the death of any such Administrator ICS may in like manner appoint another person so qualified in the place of such Administrator.

12. COSTS, EXPENSES AND INTEREST AND DETERMINATION OF CLIENT'S LIABILITY

- 12.1 All expenses charges and costs of any nature whatsoever incurred by ICS in connection with the preparation or enforcement of this debenture or in the exercise of any powers or right conferred on ICS hereby shall be payable by the Client on a full indemnity basis and any amount so payable shall be included in the Obligations.
- 12.2 If the Client shall fail to pay any monetary liability included in the Obligations when demanded the Client shall pay interest thereon calculated at a rate equivalent to the Discount Charge (as defined in the Agreement) in force at the relevant time. Such interest shall be payable and compounded monthly and shall accrue daily, after as well as before any judgement, from the date when such liability is due until payment in full.
- 12.3 A written certificate from ICS's company secretary or auditor of the amount of the monetary liabilities included in the Obligations at any time shall be conclusive evidence (save for manifest error) in any proceedings against the Client.

13. RECORDS AND DOCUMENTS AND ACCESS TO PREMISES

- 13.1 The Client shall keep proper books and records of account and shall make true and complete entries in them of all transactions relating to any of the Client's business and the Property.
- 13.2 Any duly authorised official of ICS and any Receiver appointed by ICS and any person authorised by such Receiver shall have the right at any time (except during a moratorium in relation to the Client as provided for in paragraphs 43 or 44 of Schedule B1) to enter upon any premises at which the Client carries on business and upon any other premises in which any part or all of the Property is situated or for the time being kept or stored for any of the following purposes:
- 13.2.1 gaining access to or inspecting or, following any Event of Default, taking possession of any of the Client's accounts books ledgers computer data and other records and documents included in the Fixed Charge Property;
 - 13.2.2 taking copies of any of such accounts books ledgers data records and documents at the Client's expense;
 - 13.2.3 inspecting and/or, after any Event of Default, taking possession of any of the Fixed Charge Property;
- provided that the exercise of such right before an Event of Default shall be subject to entry being made during the Client's normal business hours and on reasonable notice.
- 13.3 The Client shall supply to ICS, at the Client's expense, any information relating to the Client's business as ICS may require.

14. ICS'S ADDITIONAL RIGHTS

- 14.1 The grant by ICS to the Client or to any other person, including any person for whose liability the Client is surety, of any time or indulgence or the making by ICS with the Client or any such

person of any arrangement composition or agreement not to sue shall not discharge or in any way affect any of ICS's rights under this debenture.

- 14.2 ICS may abstain from perfecting or enforcing any securities, guarantees or other rights which it may now or at any time have from or against the Client or any other person and may substitute, release, alter or deal with the same in any way without affecting its rights under this debenture.
- 14.3 If ICS receives or is deemed to have received notice of an Encumbrance which affects any of the Property and which is created subsequent to the date of this debenture then ICS may open a new account with the Client. If ICS does not at the time of such notice or deemed notice open a new account then ICS will be treated as having opened a new account at that time. Any payments received by ICS from the Client subsequent to the time of that notice or deemed notice will be credited or treated as having been credited to a new account. Consequently no such payment will operate to reduce any of the Obligations secured by this debenture until such time as ICS is satisfied as to the priority of this debenture over such subsequent Encumbrance.
- 14.4 Any discharge given by ICS to the Client in respect of this debenture or of any of the Obligations shall be deemed to be void and of no effect if any security taken from or payment made by the Client or any other person, which had been taken into account by ICS in giving that discharge, is subsequently avoided or reduced by or in pursuance of any provision of law or of any determination of a court or tribunal of competent authority. The paper on which this debenture is written shall remain the property of ICS notwithstanding any such discharge.

15. COMBINATION OF ACCOUNTS

- 15. ICS may at any time without notice or other formality combine any two or more accounts held by it in the name of the Client.

16. NOTICES

- 16. Any notice or demand required or permitted to be served or made by ICS shall be validly served or made if handed to any officer of the Client or if sent by first class post or delivered to the registered office of the Client or to its address as stated in this debenture or its address last known to ICS or to any address at which the Client carries on business or if transmitted by facsimile or e-mail to the facsimile number or e-mail address (as the case may be) of the Client as made known by the Client to ICS at any time. Notices and demands served personally shall take effect upon such service and notices and demands sent by post shall be conclusively deemed to have been received within seventy-two hours of the time of posting and notices and demands transmitted by facsimile or e-mail shall be effective upon transmission.

17. INTERPRETATION AND GENERAL PROVISIONS

- 17.1 The security created by this debenture shall be additional to and not in substitution for any other security created or which may hereafter be created in respect of the Obligations and it shall be a continuing security and it shall not be considered to be satisfied in whole or in part by any intermediate payment by the Client.
- 17.2 This debenture shall be construed and take effect according to English law and the Client hereby submits to the non-exclusive jurisdiction of the English Courts. If any provision of this debenture shall be held to be invalid or unenforceable no other provision of it shall be affected and all such other provisions shall remain in full force and effect.
- 17.3 If any of the provisions of this debenture conflict with any provisions of the Agreement the provisions of the Agreement will prevail.

- 17.4 Where this debenture is handed undated to ICS, it is done so on the basis that it shall not be treated as being delivered until dated by ICS. The Client hereby authorises ICS as agent for the Client to date this debenture at any time after it is handed over. Upon such dating this debenture shall be deemed to be delivered.
- 17.5 ICS may at any time (without notice or consent) assign the whole or any part of the benefit of this debenture (or all or any of its rights under this debenture) to any person and the expression "ICS" shall include its successors and assigns and ICS shall be entitled to disclose information to any actual or prospective assignee, successor or participant. The Client may not assign or transfer the benefit or burden of this debenture or all or any of its rights under this debenture without the prior written consent of ICS.

THE SCHEDULE

1 The Agreement

The sales finance agreement made on 30/6/ 2022 between the Client and ICS and any agreement made in variation of, supplemental to or in replacement of such agreement for the factoring or discounting of debts.

2 Land and Buildings

3 Encumbrances Affecting the Property

IN WITNESS WHEREOF these presents have been duly executed as a deed by the parties on the day and year stated above:

CLIENT

Executed as a deed on 3rd day of October 2022

by Newtons Group Limited
acting by

Martin Ingram

Director Print Name

LIAN KOCKELEDERGH

Director Print Name

[Signature]

Director Signature

[Signature]

Director Signature

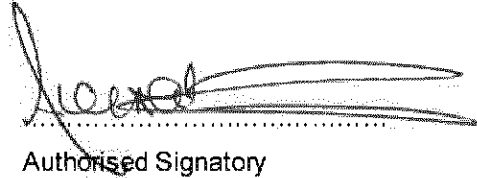
ICS

Executed as a deed by

INVESTEC CAPITAL SOLUTIONS LIMITED

acting by ALEXANDER RANKIN

in the presence of:


Authorised Signatory

Signature of witness Putter

Full name of witness Victoria Putter

Address of witness Connaught House

Alexandra Terrace, Guildford GU1 3DA

Occupation of witness Client Support Administrator