



**Registration of a Charge**

Company Name: **CORNISH BAKEHOUSE UK LIMITED**

Company Number: **06169499**



XB1QUU7M

Received for filing in Electronic Format on the: **12/04/2022**

**Details of Charge**

Date of creation: **11/04/2022**

Charge code: **0616 9499 0010**

Persons entitled: **SYMONS RETAIL LIMITED  
ST IVES RESTAURANTS LIMITED  
PHILIP SAMUEL  
FRANK BRADSHAW**

**There are more than four persons entitled to the charge.**

Brief description:

**Contains fixed charge(s).**

**Contains floating charge(s) .**

**Contains negative pledge.**

**Authentication of Form**

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

**Authentication of Instrument**

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

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by:

**ROXBURGH MILKINS LIMITED**



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

Company number: 6169499

Charge code: 0616 9499 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th April 2022 and created by CORNISH BAKEHOUSE UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th April 2022 .

Given at Companies House, Cardiff on 20th April 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**



# Debenture

relating to Bridgwater Bros Holdings Limited

- (1) Cornish Bakehouse Investments Limited
- (2) Cornish Bakehouse UK Limited
- (3) Symons Retail Limited and others

**Dated** 11th April

**2022**

Roxburgh Milkins Limited  
Telephone 0117 928 1910  
Facsimile 0117 370 3373  
Website [www.roxburghmilkins.com](http://www.roxburghmilkins.com)

## CONTENTS

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### CLAUSE

1.	Definitions and interpretation .....	1
2.	Guarantee and Indemnity .....	6
3.	Covenant to pay .....	7
4.	Grant of security .....	6
5.	Liability of the Guarantors .....	9
6.	General covenants .....	9
7.	Powers of the Lenders .....	12
8.	When security becomes enforceable .....	14
9.	Enforcement of security .....	15
10.	Receiver .....	17
11.	Powers of Receiver .....	19
12.	Delegation .....	22
13.	Application of proceeds .....	23
14.	Costs and indemnity .....	24
15.	Further assurance .....	25
16.	Power of attorney .....	25
17.	Release .....	26
18.	Assignment and transfer .....	26
19.	Set-off .....	26
20.	Amendments, waivers and consents .....	27
21.	Severance .....	27
22.	Counterparts .....	28
23.	Third party rights .....	28
24.	Further provisions .....	28
25.	Notices .....	29
26.	Governing law and jurisdiction .....	30

THIS DEED is dated 11th April 2022

## **PARTIES**

(1) **Cornish Bakehouse Investments Limited** incorporated and registered in England and Wales with company number 06320455 whose registered office is at Beech House High Street, Lane End, High Wycombe, Buckinghamshire, HP14 3JG ("**CBIL**"); and

(2) **Cornish Bakehouse UK Limited** incorporated and registered in England and Wales with company number 06169499 whose registered office is at Beech House High Street, Lane End, High Wycombe, Buckinghamshire, HP14 3JG ("**CBL**");

(each of CBIL and CBL being referred to in this deed as a "**Guarantor**" and together as "**the Guarantors**");

(3) The several persons whose names and addresses are set out in Schedule 1 (the "**Lenders**").

## **BACKGROUND**

(A) The Lenders have agreed, pursuant to a share purchase agreement entered into on or around the date of this deed (the "**Share Purchase Agreement**"), to sell in the entire issued share capital of CBIL to Bridgwater Bros Holdings Limited (CRN: 00893784) (the "**Buyer**").

(B) Under the terms of the Share Purchase Agreement the Lenders have agreed that part of the consideration payable by the Buyer shall remain outstanding as a debt due from the Buyer to be paid to the Sellers as set out in the Share Purchase Agreement.

(C) The Guarantors have each agreed to enter into this guarantee and debenture for the purpose of providing security to the Lenders for the Buyers' liabilities and obligations under the Share Purchase Agreement including payment of the Deferred Payment.

(D) The Lenders are aware that any one or more Group Companies may wish to raise finance for its business and the Lenders have agreed to permit such finance raising as provided in this guarantee and debenture.

## **AGREED TERMS**

### **1. DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

Terms defined in the Share Purchase Agreement shall, unless otherwise defined in this deed, have the same meaning in this deed.

In addition, the following definitions apply in this deed:

**Administrator:** an administrator appointed to manage the affairs, business and property of either of the Guarantors pursuant to clause 7.6.

**Book Debts:** all present and future book and other debts, and monetary claims due or owing to either of the Guarantors, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by either Guarantor in relation to any of them.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Default Event:** any failure by the Buyer to pay any sums due to any of the Sellers under the Share Purchase Agreement in respect of which either of the Guarantors has received a notice from the Lenders directing that such sum is payable immediately.

**Default Interest Rate:** 6% per annum above the base rate from time to time of the Bank of England (or at 6% during such periods when the Bank of England's base rate is less than 0%).

**Delegate:** any person appointed by the Lenders or any Receiver pursuant to clause 12 and any person appointed as attorney of the Lenders, Receiver or Delegate.

**Equipment:** all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by either of the Guarantors, including any part of it and all spare parts, replacements, modifications and additions.

**Financial Collateral:** has the meaning given to that expression in the Financial Collateral Regulations.

**Financial Collateral Regulations:** the Financial Collateral Arrangements (No 2) Regulations 2003 (*SI 2003/3226*).

**Group:** the Guarantors and the Buyer and any subsidiary of any of them.

**Insurance Policy:** each contract and policy of insurance effected or maintained by either of the Guarantors from time to time in respect of its assets or business (including, without limitation, any contract or policy of insurance relating to the Properties or the Equipment).

**Intellectual Property:** in respect of each Guarantor, the present and future patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer

software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Investments:** all present and future certificated stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by either of the Guarantors, including any:

(a) dividend, interest or other distribution paid or payable in relation to any of the Investments; and

(b) right, money, shares or property accruing, offered or issued at any time in relation to any of the Investments by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise

**Lender Consent:** the giving of a written consent signed by each of the Lenders.

**Lender Notice:** the giving of a written notice or direction signed by each of the Lenders.

**LPA 1925:** the Law of Property Act 1925.

**Permitted Senior Finance:** secured debt finance incurred or to be incurred by all or any of the Group.

**Properties:** all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by either of the Guarantors, or in which the either of the Guarantors holds an interest, and **Property** means any of them.

**Receiver:** a receiver, receiver and manager or administrative receiver of any or all of the Secured Assets appointed by the Lenders under clause 10.

**Secured Assets:** all the assets, property and undertaking for the time being subject to the Security created by, or pursuant to, this deed (and references to the Secured Assets shall include references to any part of them) but excluding any rent deposit deeds created by any Guarantor.

**Secured Liabilities:** all present and future monies, obligations and liabilities of the Buyer and the Guarantors to the Lenders, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under the Share Purchase Agreement or this deed, together with all interest (including, without limitation and without double counting if default interest is accruing under the terms of the Share Purchase Agreement, default interest) accruing in respect of those monies, obligations or liabilities.



**Security Financial Collateral Arrangement:** has the meaning given to that expression in the Financial Collateral Regulations.

**Security:** any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

**Security Period:** the period starting on the date of this deed and ending on the date on which the Lenders have received in full the Secured Liabilities.

## **1.2 Interpretation**

In this deed:

- (a) clause headings shall not affect the interpretation of this deed;
- (b) a reference to a person shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (d) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (e) a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this deed shall be binding on, and enure to the benefit of, the parties to this deed and their respective personal representatives, successors, permitted assigns and permitted transferees;
- (f) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (g) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- (h) a reference to writing or written does not include fax or email;
- (i) an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (j) a reference to this deed (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time;

- (k) unless the context otherwise requires, a reference to a clause is to a clause of this deed;
- (l) 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 those terms;
- (m) a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly);
- (n) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- (o) a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- (p) a reference to **continuing** in relation to a Default Event means a Default Event that has not been remedied or waived; and
- (q) a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it.

### 1.3 Clawback

If the Lenders consider that an amount paid by either of the Guarantors in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of either of the Guarantors or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

### 1.4 Nature of security over real property

A reference in this deed to a charge or mortgage of or over any Property includes:

- (a) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) that are situated on or form part of that Property at any time;
- (b) the proceeds of the sale of any part of that Property and any other monies paid or payable in respect of or in connection with that Property;
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of either of the Guarantors in respect of that

Property, and any monies paid or payable in respect of those covenants; and

- (d) all rights under any licence, agreement for sale or agreement for lease in respect of that Property.

## **1.5 Law of Property (Miscellaneous Provisions) Act 1989**

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Share Purchase Agreement and of any side letters between any parties in relation to the Share Purchase Agreement are incorporated into this deed.

## **1.6 Perpetuity period**

If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

## **2. GUARANTEE AND INDEMNITY**

- 2.1** In consideration of the Lenders entering into this deed and the Share Purchase Agreement, each Guarantor irrevocably and unconditionally jointly and severally guarantees to the Lenders, the due and punctual payment of all monies payable and all obligations and liabilities owed by the Buyer under or in connection with the Share Purchase Agreement.
- 2.2** If the Buyer defaults on the payment of any amount due by it to the relevant Lender under the Share Purchase Agreement, each Guarantor irrevocably and unconditionally jointly and severally undertakes to pay immediately on demand by that Lender the amount owed to that Lender in the manner prescribed in the Share Purchase Agreement as if it were the Buyer.
- 2.3** Each Guarantor irrevocably and unconditionally jointly and severally agrees with each Lender that if any obligation guaranteed by it above is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify each Lender immediately on demand against any cost, loss or liability it incurs as a result of the Buyer not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Share Purchase Agreement on the date when it would have been due.

### **3. COVENANT TO PAY**

The Guarantors shall, on demand, pay to the Lenders and discharge the Secured Liabilities when they become due.

### **4. GRANT OF SECURITY**

#### **4.1 Legal mortgage**

As a continuing security for the payment and discharge of the Secured Liabilities, each Guarantor with full title guarantee charges to the Lenders, by way of first legal mortgage, all the Properties held by it.

#### **4.2 Fixed charges**

As a continuing security for the payment and discharge of the Secured Liabilities, each Guarantor with full title guarantee charges to the Lenders by way of first fixed charge:

- (a) all Properties acquired by it in the future;
- (b) all present and future interests of it not effectively mortgaged or charged under the preceding provisions of this clause 3 in, or over, freehold or leasehold property;
- (c) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property;
- (d) all licences, consents and authorisations (statutory or otherwise) held or required in connection with its business or the use of any Secured Asset, and all rights in connection with them;
- (e) all its present and future goodwill;
- (f) all its uncalled capital;
- (g) all the Equipment;
- (h) all the Intellectual Property;
- (i) all the Book Debts;
- (j) all the Investments;
- (k) all its rights in respect of all agreements, instruments and rights relating to the Secured Assets; and
- (l) all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy, to the extent not effectively assigned under clause 4.3.

#### **4.3 Assignment**

As a continuing security for the payment and discharge of the Secured Liabilities, each Guarantor with full title guarantee assigns to the Lenders absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy.

#### **4.4 Floating charge**

As a continuing security for the payment and discharge of the Secured Liabilities, each Guarantor with full title guarantee charges to the Lenders, by way of first floating charge, all the undertaking, property, assets and rights of such Guarantor at any time not effectively mortgaged, charged or assigned pursuant to clause 4.1 to clause 4.3 inclusive.

#### **4.5 Qualifying floating charge**

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 4.4.

#### **4.6 Automatic crystallisation of floating charge**

The floating charge created by clause 4.4 shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if:

- (a) each Guarantor:
  - (i) creates, or attempts to create, without the prior written consent of the Lenders, Security or a trust in favour of another person over all or any part of the Secured Assets (except as expressly permitted by the terms of this deed, the Share Purchase Agreement); or
  - (ii) disposes, or attempts to dispose of, all or any part of the Secured Assets (other than Secured Assets that are only subject to the floating charge while it remains uncrystallised);
- (b) any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets; or
- (c) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of such Guarantor.

#### **4.7 Crystallisation of floating charge by notice**

The Lenders may, in their sole discretion, by Lender Notice to either Guarantor, convert any floating charge created under this deed into a fixed charge as regards any part of the Secured Assets specified by the Lenders in that notice if:

- (a) a Default Event occurs and is continuing; or
- (b) the Lenders consider those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

#### **4.8 Assets acquired after any floating charge has crystallised**

Any asset acquired by either Guarantor after any crystallisation of the floating charge created under this deed that, but for that crystallisation, would be subject to a floating charge under this deed, shall (unless the Lenders confirm otherwise to the respective Guarantor in writing) be charged to the Lenders by way of first fixed charge.

### **5. LIABILITY OF THE GUARANTORS**

#### **5.1 Liability not discharged**

The liability of either Guarantor under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Lenders that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- (b) the Lenders renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- (c) any other act or omission that, but for this clause 5.1, might have discharged, or otherwise prejudiced or affected, the liability of the such Guarantor.

#### **5.2 Immediate recourse**

Each Guarantor waives any right it may have to require the Lenders to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against the either Guarantor.

## **6. GENERAL COVENANTS**

### **6.1 Negative pledge and disposal restrictions**

Neither Guarantor shall at any time, except with prior Lender Consent:

- (a) create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Security created by this deed;
- (b) sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Secured Assets (except, in the ordinary course of business, Secured Assets that are only subject to an uncrystallised floating charge); or
- (c) create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party.

### **6.2 Preservation of Secured Assets**

Neither Guarantor shall do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lenders, or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this deed.

### **6.3 Compliance with laws and regulations**

Neither Guarantor shall, without prior Lender Consent, use or permit the Secured Assets to be used in any way contrary to law.

### **6.4 Notice of breaches**

Each Guarantor shall, promptly on becoming aware of any of the same, notify the Lenders in writing of any breach of any covenant set out in this deed.

### **6.5 Title documents**

Each Guarantor shall, as so required by the Lenders, deposit with the Lenders and the Lenders shall, for the duration of this deed be entitled to hold all deeds and documents of title relating to any material Secured Asset.

### **6.6 Insurance**

- (a) Each Guarantor shall take out and maintain insurances in accordance with its past practice.

- (b) All monies payable under any insurance policy maintained by it in accordance with clause 6.6(a) at any time (whether or not the security constituted by this deed has become enforceable) shall be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or, after the security constituted by this deed has become enforceable and if the Lenders by Lender Notice so direct, in or towards discharge or reduction of the Secured Liabilities.

## **6.7 Information**

Each Guarantor shall:

- (a) give the Lenders such information concerning the location, condition, use and operation of the Secured Assets as the Lenders may require;
- (b) permit any persons designated by the Lenders and any Receiver to enter on its premises and inspect and examine any Secured Asset, and the records relating to that Secured Asset, at all reasonable times and on reasonable prior notice; and
- (c) promptly notify the Lenders in writing of any action, claim, notice or demand made by or against it in connection with all or any part of a Secured Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim, notice or demand, together with, in each case, the respective Guarantor's proposals for settling, liquidating, compounding or contesting any such action, claim, notice or demand and shall, subject to prior Lender Consent, implement those proposals at its own expense.

## **6.8 Maintenance**

Each Guarantor shall:

- (a) keep all premises and fixtures and fittings on each Property in good and substantial repair and condition.
- (b) maintain the Equipment in good and serviceable condition (except for expected fair wear and tear).

## **6.9 Investments**

- (a) Each Guarantor shall on request by the Lenders:
  - (i) on the execution of this deed, deliver to the Lenders, or as the Lenders may direct, all stock or share certificates and other documents of title or evidence of ownership relating to any Investments owned by such Guarantor at that time; and



- (ii) on the purchase or acquisition by it of Investments after the date of this deed, deposit with the Lenders, or as the Lenders may direct, all stock or share certificates and other documents of title or evidence of ownership relating to those Investments.
- (b) At the same time as depositing documents with the Lenders, or as the Lenders may direct, in accordance with Clause 6.9(a), each Guarantor shall also deposit with the Lenders, or as the Lenders may direct all stock transfer forms relating to the relevant Investments duly completed and executed by or on behalf of such Guarantor, but with the name of the transferee, the consideration and the date left blank.
- (c) Each Guarantor shall:
  - (i) obtain all consents, waivers, approvals and permissions that are necessary, under the articles of association (or otherwise) of an issuer of any Investments, for the transfer of the Investments to the Lenders or its nominee, or to a purchaser on enforcement of the security constituted by this deed; and
  - (ii) procure the amendment of the share transfer provisions (including, but not limited to, deletion of any pre-emption provisions) under the articles of association, other constitutional document or otherwise of each issuer of the Investments in any manner that the Lenders may require in order to permit the transfer of the Investments to the Lenders or its nominee, or to a purchaser on enforcement of the security constituted by this deed.
- (d) Before the security constituted by this deed becomes enforceable:
  - (i) each Guarantor may declare and pay dividends to its parent;
  - (ii) each Guarantor may retain and apply for its own use all dividends, interest and other monies paid or payable in respect of the Investments; and
  - (iii) each Guarantor may exercise all voting and other rights and powers in respect of the Investments.
- (e) After the security constituted by this deed has become enforceable:
  - (i) all dividends and other distributions paid in respect of the Investments and received by either Guarantor shall be held by that Guarantor on trust for the Lenders or, if received by the Lenders, shall be retained by the Lenders; and
  - (ii) all voting and other rights and powers attaching to the Investments shall be exercised by, or at the direction of, the Lenders and each Guarantor shall, and shall procure that its nominees shall, comply with any directions the Lenders may give, in its absolute discretion, concerning the exercise of those rights and powers.

## **7. POWERS OF THE LENDERS**

### **7.1 Power to remedy**

- (a) The Lenders shall be entitled (but shall not be obliged) to remedy, at any time, a breach by either Guarantor of any of their obligations contained in this deed.
- (b) Each Guarantor irrevocably authorise the Lenders and their agents to do all things that are necessary or desirable for that purpose.
- (c) Any monies expended by the Lenders in remedying a breach by the either Guarantor of its obligations contained in this deed shall be reimbursed by the Guarantors to the Lenders on a full indemnity basis and shall carry interest in accordance with clause 14.1.

### **7.2 Exercise of rights**

- (a) The rights of the Lenders under clause 7.1 are without prejudice to any other rights of the Lenders under this deed.
- (b) The exercise of any rights of the Lenders under this deed shall not make the Lenders liable to account as a mortgagee in possession.
- (c) The Lenders undertake that neither of them shall without the consent of the other Lender (such consent not to be unreasonably withheld or delayed):
  - (i) serve a demand for payment of the Secured Liabilities on the either Guarantor (other than a demand for payment on the due date);
  - (ii) serve a notice on either Guarantor to the effect that the Secured Liabilities are immediately due and payable;
  - (iii) take any step to crystallise any floating charge (save for any automatic crystallisation of a floating charge) contained in this deed;
  - (iv) take any step to enforce the security constituted by this deed, whether by appointing a Receiver, exercising its power of sale or otherwise; or
  - (v) present, or join in, an application for an administration order or a petition for a winding-up order to be made in relation to either Guarantor or initiate, or support or take, any step with a view to any voluntary arrangement or assignment.

### **7.3 Power to dispose of chattels**

- (a) At any time after the security constituted by this deed has become enforceable, the Lenders or any Receiver may, as agent for the either Guarantor, dispose of any chattels or produce found on any Property.

- (b) Without prejudice to any obligation to account for the proceeds of any disposal made under clause 7.3(a), the Guarantors shall jointly and severally indemnify the Lenders and any Receiver against any liability arising from any disposal made under clause 7.3(a).

#### **7.4 Lenders have Receiver's powers**

To the extent permitted by law, any right, power or discretion conferred by this deed on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Lenders in relation to any of the Secured Assets whether or not it has taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

#### **7.5 Indulgence**

The Lenders may, at their discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this deed (whether or not any such person is jointly liable with a Guarantor) in respect of any of the Secured Liabilities, or of any other security for them without prejudice either to this deed or to the liability of either Guarantor for the Secured Liabilities.

#### **7.6 Appointment of an Administrator**

- (a) The Lenders may, without notice to either Guarantor, appoint any one or more persons to be an Administrator of the respective Guarantor pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this deed becomes enforceable.
- (b) Any appointment under this clause 7.6 shall:
  - (i) be in writing signed by each Lender; and
  - (ii) take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.
- (c) The Lenders may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this clause 7.6 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

### **8. WHEN SECURITY BECOMES ENFORCEABLE**

#### **8.1 Security becomes enforceable on Default Event**

The security constituted by this deed shall become immediately enforceable if a Default Event occurs and is continuing.

## **8.2 Discretion**

After the security constituted by this deed has become enforceable, the Lenders may, in their absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms they think fit, and take possession of and hold or dispose of all or any part of the Secured Assets.

## **9. ENFORCEMENT OF SECURITY**

### **9.1 Enforcement powers**

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this deed.
- (b) The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable under clause 8.1.
- (c) Section 103 of the LPA 1925 does not apply to the security constituted by this deed.

### **9.2 Extension of statutory powers of leasing**

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Lenders and any Receiver, at any time after the security constituted by this deed has become enforceable, whether in its own name or in that of a Guarantor, to:

- (a) grant a lease or agreement to lease;
- (b) accept surrenders of leases; or
- (c) grant any option of the whole or any part of the Secured Assets with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of such Guarantor, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Lenders or Receiver thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

### **9.3 Access on enforcement**

- (a) At any time after the Lenders have demanded payment of the Secured Liabilities or if either Guarantor defaults in the performance of its obligations under this deed, or the Share Purchase Agreement, the Guarantors will allow the Lenders or their Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Secured Asset and for that purpose to enter on any premises where a Secured Asset is situated (or where the Lenders or a Receiver reasonably believes a Secured Asset to be situated) without incurring any liability to the Guarantors for, or by any reason of, that entry.
- (b) At all times, each Guarantor must use their respective best endeavours to allow the Lenders or its Receiver access to any premises for the purpose of clause 9.3(a) (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.

#### **9.4 Prior Security**

- (a) At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security having priority to this deed shall have become exercisable, the Lenders may:
  - (i) redeem that or any other prior Security;
  - (ii) procure the transfer of that Security to it; and
  - (iii) settle and pass any account of the holder of any prior Security.
- (b) The settlement and passing of any such account passed shall, in the absence of any manifest error, be conclusive and binding on the respective Guarantor. All monies paid by the Lenders to an encumbrancer in settlement of any of those accounts shall, as from its payment by the Lenders, be due from the Guarantors to the Lenders on current account and shall bear interest at the Default Interest Rate and be secured as part of the Secured Liabilities.
- (c) Interest under clause 9.4 (b) shall accrue daily on the basis of the actual number of days elapsed and a 365 day year.

#### **9.5 Protection of third parties**

No purchaser, mortgagee or other person dealing with the Lenders, any Receiver or Delegate shall be concerned to enquire:

- (a) whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;

- (b) whether any power the Lenders, a Receiver or Delegate are purporting to exercise has become exercisable or is properly exercisable; or
- (c) how any money paid to the Lenders, any Receiver or any Delegate is to be applied.

#### **9.6 Privileges**

Each Receiver and the Lenders are entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

#### **9.7 No liability as mortgagee in possession**

Neither the Lenders, any Receiver, any Delegate nor any Administrator shall be liable, by reason of entering into possession of a Security Asset or for any other reason, to account as mortgagee in possession in respect of all or any of the Secured Assets, nor shall any of them be liable for any loss on realisation of, or for any act, neglect or default of any nature in connection with, all or any of the Secured Assets for which a mortgagee in possession might be liable as such.

#### **9.8 Conclusive discharge to purchasers**

The receipt of the Lenders, or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any acquisition in the exercise of their respective powers, the Lenders, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

#### **9.9 Right of appropriation**

- (a) To the extent that:
  - (i) the Secured Assets constitute Financial Collateral; and
  - (ii) this deed and the obligations of the Guarantors under it constitute a Security Financial Collateral Arrangement,

the Lenders shall have the right, at any time after the security constituted by this deed has become enforceable, to appropriate all or any of those Secured Assets in or towards the payment or discharge of the Secured Liabilities in any order that the Lenders may, in their absolute discretion, determine.

- (b) The value of any Secured Assets appropriated in accordance with this clause shall be the amount standing to the credit of each of the Guarantor's accounts with any bank, financial institution or other

person, together with all interest accrued but unposted, at the time the right of appropriation is exercised.

- (c) Each Guarantor agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

## **10. RECEIVER**

### **10.1 Appointment**

At any time after the security constituted by this deed has become enforceable, or at the request of either Guarantor, the Lenders may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Secured Assets.

### **10.2 Removal**

The Lenders may, without further notice (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receiver), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

### **10.3 Remuneration**

The Lenders may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925, and the remuneration of the Receiver shall be a debt secured by this deed, to the extent not otherwise discharged.

### **10.4 Power of appointment additional to statutory powers**

The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Lenders under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

### **10.5 Power of appointment exercisable despite prior appointments**

The power to appoint a Receiver (whether conferred by this deed or by statute) shall be, and remain, exercisable by the Lenders despite any prior appointment in respect of all or any part of the Secured Assets.

## **10.6 Agent of the Guarantors**

Any Receiver appointed by the Lenders under this deed shall be the agent of the respective Guarantor and the Guarantors shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the respective Guarantor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lenders.

## **11. POWERS OF RECEIVER**

### **11.1 General**

- (a) Any Receiver appointed by the Lenders under this deed shall, in addition to the powers conferred on it by statute, have the powers set out in clause 11.2 to clause 11.23.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing it states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.
- (c) Any exercise by a Receiver of any of the powers given by clause 11 may be on behalf of the respective Guarantor, the directors of the respective Guarantor (in the case of the power contained in clause 11.16) or itself.

### **11.2 Repair and develop Properties**

A Receiver may undertake or complete any works of repair, building or development on the Properties.

### **11.3 Surrender leases**

A Receiver may grant, or accept surrenders of, any leases or tenancies affecting any Property and may grant any other interest or right over any Property on any terms, and subject to any conditions, that it thinks fit.

### **11.4 Employ personnel and advisers**

A Receiver may provide services and employ or engage any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that it thinks fit. A Receiver may discharge any such person or any such person appointed by either Guarantors.



#### **11.5 Make VAT elections**

A Receiver may make, exercise or revoke any value added tax option to tax as it thinks fit.

#### **11.6 Remuneration**

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by it) that the Lenders may prescribe or agree with it.

#### **11.7 Realise Secured Assets**

A Receiver may collect and get in the Secured Assets or any part of them in respect of which it is appointed, and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Secured Assets with like rights.

#### **11.8 Manage or reconstruct the business of either Guarantor**

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of either Guarantor.

#### **11.9 Dispose of Secured Assets**

A Receiver may sell, exchange, convert into money and realise all or any of the Secured Assets in respect of which it is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as it thinks fit. Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Secured Assets to be sold.

#### **11.10 Sever fixtures and fittings**

A Receiver may sever and sell separately any fixtures or fittings from any Property without the consent of either Guarantor.

#### **11.11 Sell Book Debts**

A Receiver may sell and assign all or any of the Book Debts in respect of which it is appointed in any manner, and generally on any terms and conditions, that it thinks fit.

#### **11.12 Valid receipts**

A Receiver may give valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Secured Assets.

#### **11.13 Make settlements**

A Receiver may make any arrangement, settlement or compromise between the either Guarantor and any other person that it may think expedient.

#### **11.14 Bring proceedings**

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Secured Assets as it thinks fit.

#### **11.15 Improve the Equipment**

A Receiver may make substitutions of, or improvements to, the Equipment as it may think expedient.

#### **11.16 Make calls on Guarantors members**

A Receiver may make calls conditionally or unconditionally on the members of either Guarantor in respect of uncalled capital with (for that purpose and for the purpose of enforcing payments of any calls so made) the same powers as are conferred by the articles of association of the respective Guarantor on its directors in respect of calls authorised to be made by them.

#### **11.17 Insure**

A Receiver may, if it thinks fit, but without prejudice to the indemnity in clause 14, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Guarantors under this deed.

#### **11.18 Powers under the LPA 1925**

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if it had been duly appointed under the LPA 1925, and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.

### **11.19 Borrow**

A Receiver may, for any of the purposes authorised by this clause 11, raise money by borrowing from the Lenders (or from any other person) either unsecured or on the security of all or any of the Secured Assets in respect of which it is appointed on any terms that it thinks fit (including, if the Lenders consent, terms under which that security ranks in priority to this deed).

### **11.20 Redeem prior Security**

A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the respective Guarantor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

### **11.21 Delegation**

A Receiver may delegate his powers in accordance with this deed.

### **11.22 Absolute beneficial owner**

A Receiver may, in relation to any of the Secured Assets, exercise all powers, authorisations and rights it would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Secured Assets or any part of the Secured Assets.

### **11.23 Incidental powers**

A Receiver may do any other acts and things that it:

- (a) may consider desirable or necessary for realising any of the Secured Assets;
- (b) may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law; or
- (c) lawfully may or can do as agent for either of the Guarantors.

## **12. DELEGATION**

### **12.1 Delegation**

The Lenders or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this deed (including the power of attorney granted under clause 16.1).

## **12.2 Terms**

The Lenders and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

## **12.3 Liability**

Neither the Lenders nor any Receiver shall be in any way liable or responsible to either Guarantor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

## **13. APPLICATION OF PROCEEDS**

### **13.1 Order of application of proceeds**

All monies received by the Lenders, a Receiver or a Delegate pursuant to this deed, after the security constituted by this deed has become enforceable, shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority:

- (a) in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Lenders (and any Receiver, Delegate, attorney or agent appointed by them) under or in connection with this deed, and of all remuneration due to any Receiver under or in connection with this deed;
- (b) in or towards payment of or provision for the Secured Liabilities pro rata to the Lenders' holdings in the Target or in any other order and manner that the Lenders determine; and
- (c) in payment of the surplus (if any) to the respective Guarantor or other person entitled to it.

### **13.2 Appropriation**

Neither the Lenders, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

### **13.3 Suspense account**

All monies received by the Lenders, a Receiver or a Delegate under this deed:

- (a) may, at the discretion of the Lenders, Receiver or Delegate, be credited to any suspense or securities realised account;
- (b) shall bear interest, if any, at the rate agreed in writing between the Lenders and the respective Guarantor; and
- (c) may be held in that account for so long as the Lenders, Receiver or Delegate thinks fit.

## **14. COSTS AND INDEMNITY**

### **14.1 Costs**

The Guarantors jointly and severally agree that they shall, promptly on demand, pay to, or reimburse, the Lenders and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Lenders, any Receiver or any Delegate in connection with:

- (a) this deed or the Secured Assets;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lenders', a Receiver's or a Delegate's rights under this deed; or
- (c) taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding up or administration of either Guarantor) at the rate and in the manner specified in the Share Purchase Agreement.

### **14.2 Indemnity**

The Guarantors jointly and severally agree that they shall indemnify the Lenders, each Receiver and each Delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

- (a) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Secured Assets;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or
- (c) any default or delay by either Guarantor in performing any of its obligations under this deed.

Any past or present employee or agent may enforce the terms of this clause 14.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

## **15. FURTHER ASSURANCE**

### **15.1 Further assurance**

The Guarantors shall, at their own expense, take whatever action the Lenders or any Receiver may reasonably require for:

- (a) creating, perfecting or protecting the security intended to be created by this deed;
- (b) facilitating the realisation of any Secured Asset; or
- (c) facilitating the exercise of any right, power, authority or discretion exercisable by the Lenders or any Receiver in respect of any Secured Asset,

including, without limitation (if the Lenders or Receiver thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Secured Assets (whether to the Lenders or to their nominee) and the giving of any notice, order or direction and the making of any registration.

## **16. POWER OF ATTORNEY**

### **16.1 Appointment of attorneys**

By way of security, each Guarantor irrevocably appoints each of the Lenders, every Receiver and every Delegate separately to be its attorney and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

- (a) such Guarantor is required to execute and do under this deed; or

- (b) any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Lenders, any Receiver or any Delegate.

## **16.2 Ratification of acts of attorneys**

Each Guarantor hereby ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 16.1.

## **17. RELEASE**

Subject to clause 24.2, on the expiry of the Security Period (but not otherwise), the Lenders shall, at the request and cost of the each Guarantor, take whatever action is necessary to:

- (a) release the Secured Assets from the security constituted by this deed; and
- (b) reassign the Secured Assets to the respective Guarantor.

## **18. ASSIGNMENT AND TRANSFER**

### **18.1 Assignment by Lender**

- (a) At any time, without the consent of either Guarantor, a Lender may assign or transfer any or all of his rights and obligations under this deed to any person to whom the Lenders are in accordance with the Share Purchase Agreement entitled to assign or transfer all or any of their rights and obligations.
- (b) The Lenders may on a confidential basis disclose to any actual or proposed assignee or transferee any information in its possession that relates to a Guarantor, the Secured Assets and this deed that the Lenders consider appropriate.

### **18.2 Assignment by Guarantors**

Neither Guarantor may assign any of its rights, or transfer any of its rights or obligations, under this deed.

## **19. SET-OFF**

### **19.1 Lenders' right of set-off**

The Lenders may at any time set off any liability of either Guarantor to the Lenders against any liability of any of the Lenders to either of the Guarantors, whether such liability is present or future, liquidated or unliquidated, and whether or not such liability arises under this deed. If the liabilities to be set off are expressed in different currencies, the Lenders may convert such liability at a market rate of exchange for the purpose of set-off. Any exercise by the Lenders of their rights under this clause 19 shall not limit or affect any other rights or remedies available to them under this deed or otherwise.

#### **19.2 No obligation to set off**

The Lenders are not obliged to exercise its rights under clause 19.1. If, however, it does exercise those rights it must promptly notify the respective Guarantor of the set-off that has been made.

#### **19.3 Exclusion of Guarantors' right of set-off**

All payments made by a Guarantor to any of the Lenders under this deed shall be made in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

### **20. AMENDMENTS, WAIVERS AND CONSENTS**

#### **20.1 Amendments**

No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

#### **20.2 Waivers and consents**

- (a) A waiver of any right or remedy under this deed or by law, or any consent given under this deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- (b) A failure to exercise, or a delay in exercising, any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this deed. No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this deed by the Lenders shall be effective unless it is in writing.



## **20.3 Rights and remedies**

The rights and remedies provided under this deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

## **21. SEVERANCE**

### **21.1 Severance**

If any provision (or part of a provision) of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. 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 this deed.

## **22. COUNTERPARTS**

### **22.1 Counterparts**

- (a) This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.
- (b) Transmission of an executed counterpart of this deed (but for the avoidance of doubt not just a signature page) by fax or email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this deed. If either method of delivery is adopted, without prejudice to the validity of the deed thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- (c) No counterpart shall be effective until each party has executed and delivered at least one counterpart.

## **23. THIRD PARTY RIGHTS**

### **23.1 Third party rights**

- (a) With the exception of the Buyer, except as expressly provided elsewhere in this deed, a person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

- (b) The rights of the parties to rescind or agree any amendment or waiver under this deed are not subject to the consent of any other person.

## **24. FURTHER PROVISIONS**

### **24.1 Continuing security**

The security constituted by this deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lenders discharge this deed in writing.

### **24.2 Discharge conditional**

Any release, discharge or settlement between either of the Guarantors and the Lenders shall be deemed conditional on no payment or security received by the Lenders in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise.

## **25. NOTICES**

### **25.1 Delivery**

Each notice or other communication required to be given to a party under or in connection with this deed shall be:

- (a) in writing;
- (b) delivered by hand, by pre-paid first-class post or other next working day delivery service; and
- (c) sent to:
  - (i) each of the Guarantors at their registered office(s);
  - (ii) each of the Lenders at the addresses shown in schedule 1 of this deed,

or to any other address as is notified in writing by one party to the other from time to time.

### **25.2 Receipt**

Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time it is left at the relevant address; and

- (b) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting.

A notice or other communication given as described in clause 25.2(a) or clause 25.2(b) on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

### **25.3 Service of proceedings**

This clause 25 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

### **25.4 No notice by email or fax**

A notice or other communication given under or in connection with this deed is not valid if sent by email or fax.

## **26. GOVERNING LAW AND JURISDICTION**

### **26.1 Governing law**

This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.

### **26.2 Jurisdiction**

Each party irrevocably agrees that, subject as provided below, the courts of England shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation. Nothing in this clause shall limit the right of the Lenders to take proceedings against either Guarantor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

## **27. Permitted senior finance**

- 27.1 Notwithstanding anything to the contrary in this guarantee and debenture (including without limitation clause 6 above), but subject always to clause 27.2

below, the Lenders agree to act reasonably, timeously and in good faith in giving any necessary consent and entering into such priority, intercreditor or similar documents (to include without limitation agreeing that this guarantee and debenture and the Secured Liabilities (to the extent then outstanding) rank behind the Permitted Senior Finance and security for the same and the Lenders ability to take enforcement action under this guarantee and debenture will not be permitted during the term of the Senior Permitted Finance unless the Secured Liabilities are due but remain unpaid for not less than 15 Business Days after the date they became due and payable) to assist the Group obtaining Permitted Senior Finance.

- 27.2 The Lenders shall be under no obligations to enter into any priority, intercreditor or similar document ("**Priority Arrangements**") of any nature whatsoever in connection with clause 27.1 (and clause 27.1 shall be of no effect) unless upon completion of the Priority Arrangements the Secured Liabilities would not exceed £500,000.

**SCHEDULE 1**  
**PARTICULARS OF THE LENDERS**

<b>Lender's name</b>	<b>Lender's address and email address</b>
Symons Retail Limited	Red Willows, Dynas la, St. Ives, Cornwall, TR26 2BU
St. Ives Restaurants Limited	Raventor Riverside, Lelant, St. Ives, Cornwall, England, TR26 3DP
Philip Samuel	The Birches, Winnersh, Wokingham, Berkshire, RG41 5AD
Frank Bradshaw	78 Park Gwyn, St. Stephen, St. Austell, Cornwall, PL26 7PN
Louise Christophers	Reinbeck, Laity Lane, Carbis Bay, St. Ives, Cornwall, TR26 2TF
Alastair Gordon Matley-Jones and Julie Matley-Jones	Yerryl Haven, Treloyan Close, St. Ives, TR26 2AJ
Peter James Moore	Reinbeck, Laity Lane, Carbis Bay, St. Ives, Cornwall, TR26 2TF
Paul Marcus Julius Symons	Craig Dumain, Steeple Close, St. Ives, Cornwall, TR26 2AZ

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by  
**Cornish Bakehouse Investments Limited**

acting by, Philip Samuel a  
director, in the presence of:

DocuSigned by:

Occupation: Accounts administrator

Executed as a deed by  
**Cornish Bakehouse UK Limited**

acting by, Philip Samuel a  
director, in the presence of:

Occupation: Accounts administrator

Executed as a deed by  
**Symons Retail Limited**

acting by, Timothy Symons a Director  
director, in the presence of:

Occupation: Communications consultant

Executed as a deed by  
**St Ives Restaurants Limited**  
acting by, David Christophers a  
director, in the presence of:

Occupatio

Executed as a deed by  
**Philip Samuel**  
in the presence of:

Canarywharf

Occupation: Accounts administrator

Executed as a deed by  
**Frank Bradshaw**  
in the presence of:

Occupation: HR Assistant

Executed as a deed by  
**Louise Christophers**  
in the presence of:

Occupation: Teacher

Executed as a deed by  
**Alastair Gordon Matley-Jones**  
in the presence of:



Address

Occupat

Executed as a deed by  
**Julie Matley-Jones**  
in the presence of:

Occupation: Plumbing and Heating  
engineer:

Executed as a deed by  
**Peter James Moore**  
in the presence of:

Executed as a deed by  
**Paul Marcus Julius Symons**  
in the presence of:

