



Registration of a Charge

Company name: **321DIVE LIMITED**

Company number: **06286625**

Received for Electronic Filing: **09/04/2021**



XA21WPPM

Details of Charge

Date of creation: **25/03/2021**

Charge code: **0628 6625 0001**

Persons entitled: **RECOGNISE BANK LIMITED**

Brief description: **THE LEASE OF CEDAR COTTAGE BLENHEIM RIDING CENTRE BENSON WALLINGFORD OX10 6PP AND LAND AT THE DELL BLENHEIM FARM ICKNIELD WAY EWELME WALLINGFORD.**

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 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:

GATELEY LEGAL



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6286625

Charge code: 0628 6625 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th March 2021 and created by 321DIVE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th April 2021 .

Given at Companies House, Cardiff on 12th April 2021

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



Companies House



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

DEBENTURE

This Debenture is made as a Deed on the 25th day of March 2021

BETWEEN:

- (1) **321DIVE LIMITED**, a company registered in England and Wales with registered number 06288625, whose registered office is at BANK HOUSE HIGH STREET NEWNHAM GL14 1BB (the "Chargor"); and
- (2) **RECOGNISE BANK LIMITED** whose registered office is at 6th Floor, 60 Gracechurch Street, London, United Kingdom, EC3V 0HR (registered number 10603119) (the "Lender").

This Deed witnesses as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 Terms defined in the facility letter between the Borrower and the Lender dated on or around the date of this Deed, as the same may from time to time be amended, modified, supplemented or restated (the "Facility Letter") shall, unless otherwise defined in this Deed or unless a contrary intention appears, bear the same meaning when used in this Deed and the following terms shall have the following meanings:

Accounts means the bank accounts of the Chargor held with REVOLUTE BANK

Administrator means an administrator appointed to manage the affairs, business and property of the Chargor pursuant to this Deed;

Borrower means **SCHOOL TECHNOLOGY LTD**, a company registered in England and Wales with registered number 13047504, whose registered office is at BANK HOUSE HIGH STREET NEWNHAM GL14 1BB

Charged Assets means all the property, assets and rights charged under this Deed (and includes the Charged Property);

Charged Property means;

- (a) the Lease of CEDAR COTTAGE BLENHEIM RIDING CENTRE BENSON WALLINGFORD OX10 6PP & LAND AT THE DELL BLENHEIM FARM ICKNIELD WAY EWELME WALLINGFORD to be granted on or around the date of this Debenture by (1) the Borrower to (2) the Chargor and any part or parts of it and including all rights attached or appurtenant to it and all buildings fixtures fittings plant and machinery from time to time situated on it;
- (b) all of the freehold and leasehold property or immovable property of the Chargor situate in England and Wales (other than the property referred to in paragraph (a));

recognisebank.co.uk

Recognise Bank Limited is a company registered in England and Wales, registration number 10603119 with its registered office at 6th Floor, 60 Gracechurch Street, London, United Kingdom. Recognise Bank Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register number is 549406. You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register. Loan facilities offered by Recognise Bank Limited are non-regulated contracts under The Financial Services and Markets (Regulated Activities) Order 2001 and the Financial Markets Mortgage Credit Directive Order 2016. Your property is at risk if you fail to make payments on a mortgage contract.

- (c) any buildings, fixtures (including trade fixtures), fittings, fixed plant or machinery from time to time on or forming part of the property referred to in paragraphs (a) and (b);
- (d) the Related Property Rights.

Costs means all costs, charges, expenses and liabilities of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax charged on costs;

Debts means all of the Chargor's present and future book and other debts, revenues and monetary claims, whether actual or contingent, and whether originally owing to the Chargor or purchased or acquired by it, and all things in action which may give rise to any debt, revenue or monetary claim and the benefit of any related Security, guarantee or other rights of any nature relating thereto and any proceeds of any of the above;

Encumbrance means any mortgage, charge (whether fixed or floating), option, pledge, lien, hypothecation, assignment, trust arrangement, title retention (other than title retention arising in the ordinary course of trading as a result of a supplier's standard terms of business) or other right having the effect of constituting security and any agreement, whether conditional or otherwise, to create any of the foregoing;

Enforcement Event means an event described in Clauses 11.1.1 to 11.1.3 inclusive;

EU Regulation means the Council of the European Union Regulation 1346/2000/EC on insolvency proceedings (the "EU Regulation");

Expenses means all fees and legal and other costs charges and expenses which the Lender or any Receiver may charge or incur in relation to the Chargor or this Deed or any Finance Document and the preparation, negotiation and creation of this Deed and/or in relation to the Charged Assets and/or breach of any provision of, and the protection realisation or enforcement of, this Deed or any Finance Document, in each case on a full indemnity basis;

Financial Collateral shall have the meaning given to that expression in the Financial Collateral Regulations;

Financial Collateral Regulations means the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003/3226);

Fixed Charged Assets means all the property, assets and rights charged under Clauses 2.2.1 to 2.2.12 inclusive;

Floating Charged Assets means all the property, assets and rights charged under Clause 2.2.13;

Full Title Guarantee has the meaning ascribed by the Law of Property (Miscellaneous Provisions) Act 1984;

Insolvency Event means in relation to any person (whether an individual or a body corporate) (i) that person becomes insolvent or unable to pay its debts as they fall due or (ii) any steps are taken for or with a view to the making of an administration order or the appointment of an administrator or trustee in bankruptcy in respect of that person or any steps are taken for or with a view to the winding-up, dissolution, liquidation, reconstruction or reorganisation of that person or (iii) a bankruptcy petition is presented or (iv) that person enters into a voluntary arrangement or other dealing with any of its creditors with a view to avoiding, or in expectation of, Insolvency or stopping or threatening to stop payments to creditors generally or (v) an encumbrancer takes possession or a trustee in bankruptcy (in the case of an individual) or a receiver or manager is appointed of the whole or any material part of that person's assets and includes any equivalent or analogous proceedings by whatever name known in whatever jurisdiction;

Insurance Policies means all present and future contracts or policies of insurance (including life policies) related to the Charged Property in which the Chargor has an interest or in which it may from time to time have an interest (whether solely, jointly, as loss payee or otherwise).

Interest means interest at the highest prevailing rate charged to the Chargor by the Lender from time to time under any Finance Document and if there is no such agreement, interest shall be computed and compounded according to the Lender's usual rates and practice and so that interest shall be computed and compounded as well after as before any demand made or decree or judgment obtained under this Deed;

Investments means any stocks, shares, debentures, bonds, warrants or other securities, whether held directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf; and all Related Property Rights (including all rights against any trustee, fiduciary or clearance system);

LPA means the Law of Property Act 1925 (as amended);

Receiver means a receiver and/or administrator and/or manager (and, if permitted by law, an administrative receiver) of any or all of the Charged Assets appointed under this Deed;

Related Property Rights means, in relation to the Charged Property:

- (a) the proceeds of sale and/or other realisation of that property, asset (or class of assets) or right (or any part thereof or interest therein);
- (b) all security, options, agreements, rights, easements, benefits, indemnities, guarantees, warranties or covenants for title in respect of such property, asset (or class of assets) or right; and
- (c) all rights under any lease, licence or agreement for lease, sale or use in respect of such property or asset.

Secured Liabilities means all or any monies and liabilities which are for the time being and from time to time (and whether on or at any time after demand) due, owing or payable, or expressed to be due, owing or payable, in whatsoever manner to the Lender by the Chargor, whether actually or contingently, solely or jointly and whether as principal or surety, together with Interest and Expenses and all other charges or commission which the Lender may charge or incur in respect of any of those matters; and

Security means the security constituted by this Deed; and

Security Financial Collateral Arrangement shall have the meaning given to that expression in the Financial Collateral Regulations.

1.2 In this Deed, unless the context otherwise requires:

- 1.2.1 the expressions "Chargor" and "Lender" where the context admits include their respective successors in title and assigns;
- 1.2.2 any reference to any statute or statutory provision includes a reference to any subordinate legislation made under that statute or statutory provision, to any modification, re-enactment or extension of that statute or statutory provision and to any former statute or statutory provision which it consolidated or re-enacted before the date of this Deed;
- 1.2.3 a reference to "assets" includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.4 interest will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Lender may select;
- 1.2.5 references to the freehold and leasehold property of the Chargor and the Charged Assets include any part of it or them;

- 1.2.6 references to clauses, sub-clauses and schedules are references to the clauses and sub-clauses of, and schedules to, this Deed;
- 1.2.7 any reference to this Debenture or to any other agreement or document shall be construed as references to this Debenture or, as the case may be, such other agreement or document, in each case as amended, supplemented, restated or novated from time to time.
- 1.3 For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of any Finance Document and of any side letters between any parties in relation to any Finance Document are incorporated in this Deed.
- 1.4 If the Lender considers that an amount is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- 1.5 If and to the extent that any matter expressly permitted under the terms of any Finance Document constitutes a breach of this Deed, that Finance Document shall, or so long as amounts are outstanding, prevail and the Lender shall be deemed to have consented to that matter for the purposes of this Deed.
- 2 CHARGE**
- 2.1 The Chargor will pay to the Lender the Secured Liabilities immediately on demand as and when the same are expressed to be due for payment in accordance with their respective terms.
- 2.2 The Chargor with Full Title Guarantee charges to the Lender as continuing security for the payment and discharge of the Secured Liabilities:
- 2.2.1 by way of first legal mortgage all the freehold and leasehold property of the Chargor (including the Charged Property) now vested in it together with all buildings and fixtures (including trade and other fixtures and tenants fixtures) and fixed plant and machinery owned by the Chargor and from time to time in or on such property and the proceeds of sale of such assets;
- 2.2.2 by way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Chargor;
- 2.2.3 by way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Chargor;
- 2.2.4 by way of fixed charge all the plant and machinery vehicles and computer equipment of the Chargor present and future and all associated warranties and maintenance contracts;
- 2.2.5 by way of fixed charge all furniture furnishings equipment tools and other chattels of the Chargor present and future;
- 2.2.6 by way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Chargor;
- 2.2.7 by way of fixed charge all the goodwill and uncalled capital of the Chargor present and future;
- 2.2.8 by way of fixed charge all Investments of the Chargor present and future and all income and rights derived from or attaching to the same;
- 2.2.9 by way of fixed charge all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Chargor or in which it may have an interest and the benefit of all present

and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Chargor or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world ("Intellectual Property");

- 2.2.10 by way of fixed charge all of its rights in respect of any Account, any amount standing to the credit of any Account and the debt represented by it;
- 2.2.11 by way of fixed charge all Debts of the Chargor present and future and the proceeds of payment or realisation of each of them;
- 2.2.12 to the extent that they have not been effectively assigned under paragraph Clause 2.3 below, the Chargor charges by way of a first fixed charge all of its Insurance Policies; and
- 2.2.13 by way of floating charge all the undertaking and all property assets and rights of the Chargor present and future not subject to a fixed charge under this Deed.

2.3 The Chargor with Full Title Guarantee assigns absolutely to the Lender as Security for the payment and discharge of the Secured Liabilities all of its rights under the Insurance Policies.

2.4 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created pursuant to this Deed and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986.

3 RESTRICTIONS

3.1 The Chargor will not without the previous written consent of the Lender:

- 3.1.1 dispose of the Fixed Charged Assets or any part of them or agree to do so except in the case of disposals which are expressly permitted by the Facility Letter and for these purposes 'dispose' shall include any form of disposal including any transfer, declaration of trust, assignment, sale, novation or the creation of any other form of legal or equitable interest in or over any of the Charged Assets;
- 3.1.2 sell, give or share possession of, grant or agree to grant any interest, lease or tenancy of or accept or agree to accept a surrender or any variation or addition to the terms of any lease or tenancy or any part of the Fixed Charged Assets; or
- 3.1.3 deal with the Chargor's Debts otherwise than by collecting them in the ordinary course of the Chargor's business and in particular the Chargor will not realise its Debts by means of block discounting factoring or the like; or
- 3.1.4 dispose of the Floating Charged Assets other than in the ordinary course of business;
- 3.1.5 create or attempt to create or permit to arise or subsist any Encumbrance upon any part of the Charged Assets; or
- 3.1.6 do, or permit to be done, any act or thing, which will or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Charged Assets or the effectiveness of the security created by this Deed; or
- 3.1.7 create or attempt to create any Security after the date of this Deed (except in favour of the Lender) that shall be expressed to be ahead of this Deed.

4 COVENANTS

4.1 The Chargor shall on demand pay to the Lender all monies and discharge all obligations and liabilities now or hereafter due, owing or incurred by it or any other Obligor to the Lender in any manner and in any currency or currencies in each case when the same become due for payment or discharge whether by acceleration or otherwise, and whether such monies, obligations or liabilities are express or implied; present, future or contingent; joint or several; incurred as principal or surety;

originally owing to the Lender or purchased (whether by assignment or otherwise) or acquired in any other way by it; denominated in sterling or any other currency; or incurred on any current or other banking account or in any other manner whatsoever.

- 4.2 The Chargor shall comply with all statutes, byelaws and regulations relating to its trade or business and the whole or any part of the Charged Assets.
- 4.3 The Chargor shall: (a) promptly provide to the Lender whatever information, documents or papers relating to the Charged Assets as the Lender may from time to time request; and (b) inform the Lender promptly of any acquisition by the Chargor of, or contract made by the Chargor to acquire, any freehold, leasehold or other interest in the Charged Property.
- 4.4 The Chargor shall: (a) at all times keep in good and substantial repair and condition all the Charged Assets including, without limitation, all buildings, erections, structures and fixtures and fittings on and in the Charged Property; (b) keep all equipment on the Charged Property in good repair, working order and condition and fit for its purpose; and (c) where it is uneconomic to repair any part of the Charged Assets, replace such part by another similar asset of equal or greater quality and value.
- 4.5 The Chargor shall not factor or discount its book debts, and shall get in and realise all its Debts in the ordinary course of business and pay the proceeds of those Debts into an account of the Chargor with the Lender or to such other account as the Lender may request.
- 4.6 The Chargor shall not exercise any of its respective rights and powers in relation to any of the Investments charged by this Debenture in any manner which, in the opinion of the Lender, would prejudice the effectiveness of, or the ability of the Lender to realise, the security created by or pursuant to this Debenture.
- 4.7 The Chargor shall, if requested by the Lender and at the Chargor's cost, execute all such further assignments, transfers, charges or other documents in such form as the Lender may require and do all acts that the Lender may require to perfect the Security taken by, or to record the interest of, the Lender in any registers relating to any registered Intellectual Property.
- 4.8 The Chargor shall promptly upon becoming aware of the same give the Lender notice in writing of any breach of: (a) any representation or warranty set out in Clause 5; and (b) any covenant set out in this Clause 4.
- 4.9 The Chargor shall permit the Lender and any Receiver and any person appointed by either of them to enter upon any premises of the Chargor and inspect any Charged Property or Charged Asset during normal business hours upon reasonable prior notice.
- 4.10 Neither the covenant to pay in Clause 4.1 nor the security created by this Deed shall extend to or include any liability or sum which would, but for this Clause 4.10 cause such covenant, obligation or security to be unlawful under any applicable law.

5 REPRESENTATIONS AND WARRANTIES

- 5.1 The Chargor represents and warrants to the Lender on each day during the continuance of the Security that:
 - 5.1.1 it is duly incorporated with limited liability, validly existing under the laws of its jurisdiction of incorporation and has the power to own its assets and carry on its business as it is being conducted;
 - 5.1.2 it has the power and authority to execute, deliver and perform its obligations under this Debenture and the transactions contemplated by them;
 - 5.1.3 the execution, delivery and performance of the obligations in, and transactions contemplated by, this Debenture does not and will not contravene any of the Chargor's constitutional documents, any agreement or instrument binding on the Chargor or its assets, or any applicable law or regulation;

- 5.1.4 it has taken all necessary action and obtained all required or desirable consents to enable it to execute, deliver and perform its obligations under this Debenture and to make this Debenture admissible in evidence in its jurisdiction of incorporation. Any such authorisations are in full force and effect;
- 5.1.5 its obligations under this Debenture are legal, valid, binding and enforceable and subject to the general principles of law limiting its obligations, is enforceable in accordance with its terms;
- 5.1.6 it is the legal and beneficial owner of the Charged Assets free from any Encumbrance other than the Encumbrances created by this Deed;
- 5.1.7 it has not received or acknowledged notice of any adverse claim by any person in respect of any Charged Asset or any interest in it;
- 5.1.8 there are no Encumbrances or other matters whatsoever, which adversely affect the Charged Assets;
- 5.1.9 there is no breach of any law or regulation, which adversely affects the Charged Assets;
- 5.1.10 no facility necessary for the enjoyment and use of the Charged Assets is subject to terms entitling any person to terminate or curtail its use or which conflict with or restrict the use of the Charged Assets;
- 5.1.11 nothing has arisen or has been created or is subsisting, which would be an overriding interest in any Charged Property;
- 5.1.12 it has not received any notice of any adverse claim by any person in respect of the ownership of the Charged Property or any interest in it which might reasonably be expected to be determined in favour of that person, nor has any acknowledgement been given to any such person in respect of the Charged Property;
- 5.1.13 except as disclosed in the certificate of title provided by the Lender's solicitor, the Charged Property is held by it free from any lease or licence (other than those entered into in accordance with this Deed);
- 5.1.14 the Investments are fully paid and are not subject to any option to purchase or similar right;
- 5.1.15 it has no bank accounts other than the Accounts; and
- 5.1.16 for the purposes of the EU Regulation, its centre of main interests (as that expression is used in Article 3(1) of the EU Regulation), is situated in England and Wales and it has no other "establishment" (as that term is used in Article 2(h) of the EU Regulation) in any other jurisdiction.

6 INSURANCE

- 6.1 The Chargor will maintain insurance on and in relation to the Charged Assets in accordance with any applicable Finance Document and in any event, with reputable underwriters or insurance companies against such risks to the extent usual for persons carrying on a business such as that carried on by it and such other risks as the Lender may from time to time reasonably require from it and will in so far as is possible, arrange for these policies to be composite insurance so as to include the Lender on such policies and will provide copies of all such Insurance Policies to the Lender on request.
- 6.2 The Chargor shall procure that the Lender interest is noted on all its Insurance Policies, as first loss payee.
- 6.3 The Chargor will hold in trust for the Lender all money received under any insurance of the Charged Assets and at the Lender's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Secured Liabilities.

7 DEEDS, SECURITIES AND DEBTS

- 7.1 The Chargor will from the date of this Deed, deposit with the Lender all original insurance policies, deeds and documents of title relating to the Charged Assets.
- 7.2 The Chargor will if, so required by the Lender, pay into such account or such accounts as the Lender may specify from time to time all money which the Chargor may receive in respect of the Chargor's book debts and other debts, and shall not be entitled to withdraw or otherwise deal with such amounts from such account without the prior written consent of the Lender.

8 NOTICE OF CRYSTALLISATION

- 8.1 The Lender may by written notice to the Chargor convert the floating charge created by Clause 2.2.13 into a fixed charge as regards any of the Charged Assets specified in such notice.
- 8.2 The floating charge created by Clause 2.2.13 will, without notice from the Lender, be deemed to have been automatically converted into a fixed charge with effect immediately prior to the occurrence of the following events:
- 8.2.1 in respect of any Floating Charged Assets which are the subject of any disposal or Encumbrance entered into or permitted to exist in breach of Clause 3.1.5 or in respect of which any person levies or attempts to levy any distress, attachment, execution or other legal process; or
 - 8.2.2 in respect of all the Floating Charged Assets, if and when the Chargor ceases to carry on business or to be a going concern; or
 - 8.2.3 in respect of all the Floating Charged Assets, an Insolvency Event; or
 - 8.2.4 in respect of all the Floating Charged Assets, an Event of Default.
- 8.3 Any asset acquired by the Chargor after any crystallisation of the floating charge created under this Deed which but for such crystallisation would be subject to a floating charge shall (unless the Lender confirms in writing to the contrary) be charged to the Lender by way of first fixed charge.

9 POWERS OF THE LENDER

- 9.1 The Lender may without restriction grant or accept surrenders of leases of the Chargor's freehold and leasehold property or any part of it.
- 9.2 Sections 103 and 109 of the LPA shall not apply to this Deed nor to any sale by the Lender or a Receiver under that Act and the Secured Liabilities shall be deemed to have become due, and the statutory power of sale and the power to appoint a Receiver under Section 101 of the LPA (as varied and extended under this Deed) as between the Lender or such Receiver and a purchaser from the Lender or such Receiver arise and shall be exercisable at any time after the execution of this Deed.
- 9.3 The Lender may under the hand of any official or manager or by deed appoint or remove a Receiver or Receivers of the Charged Assets and may fix and pay the fees of a Receiver but any Receiver shall be deemed to be the agent of the Chargor and the Chargor shall be solely responsible for the Receiver's acts defaults and remuneration.
- 9.4 All or any of the powers conferred on a Receiver by Clause 12 may be exercised by the Lender without first appointing a Receiver or notwithstanding any appointment.
- 9.5 The Lender will not be liable to account to the Chargor as mortgagee in possession for any money not actually received by the Lender.
- 9.6 Section 93(1) of the LPA shall not apply to this Deed or to any sale made under it. The Lender shall have the right to consolidate all or any of the security created by or pursuant to this Deed with any other security in existence at any time. Such power may be exercised by the Lender at any time on or after the occurrence of an Event of Default. The Chargor hereby consents to the Lender making

an application to the Chief Land Registrar on Form CC for registration against the registered titles (if any) specified in the Charged Property (and any unregistered properties subject to compulsory first registration at the date of this Deed and any other Charged Property from time to time including a registered title) of the right to consolidate.

9.7 The Lender shall be entitled (but shall not be bound) to remedy a breach at any time by the Chargor of any of its obligations contained in this Deed and the Chargor irrevocably authorises the Lender and its agents to do all such things as are necessary or desirable for that purpose.

9.8 The rights of the Lender under this Clause 9 are without prejudice to any other rights of the Lender under this Deed and the exercise of those rights shall not make the Lender liable to account as a mortgagee in possession.

9.9 At any time after the security constituted by this Deed shall have become enforceable, the Lender or any Receiver:

9.9.1 may dispose of any chattels or produce found on any Charged Property as agent for the Chargor; and

9.9.2 without prejudice to any obligation to account for the proceeds of any sale of such chattels or produce, shall be indemnified by the Chargor against any liability arising from such disposal.

9.10 At any time after the security constituted by this Deed shall have become enforceable or after any powers conferred by any Encumbrance having priority to this Deed shall have become exercisable, the Lender may:

9.10.1 redeem such or any other prior Encumbrance or procure its transfer to itself; and

9.10.2 settle any account of the holder of any prior Encumbrance.

Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Chargor and all monies paid by the Lender to an encumbrancer in settlement of such an account shall, as from its payment by the Lender, be due from the Chargor to the Lender on current account and shall bear interest and be secured as part of the Secured Liabilities.

9.11 The Lender may in its discretion grant time or other indulgence or make any other arrangement, variation or release with any person or persons not being a party to this Deed (whether or not such person or persons are jointly liable with the Chargor) 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 the Chargor for the Secured Liabilities.

10 ACCOUNTS

10.1 If the Lender receives notice of any subsequent Encumbrance or other interest affecting all or part of the Charged Assets, the Lender may open a new account or accounts for the Chargor in the Lender's books and (without prejudice to the Lender's right to combine accounts) no money paid to the credit of the Chargor in any such new account will be appropriated towards or have the effect of discharging any part of the Secured Liabilities.

10.2 If the Lender does not open a new account or accounts immediately on receipt of notice under Clause 10.1, unless the Lender gives express written notice to the contrary to the Chargor, as from the time of receipt of the relevant notice by the Lender all payments made by the Chargor to the Lender shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities.

10.3 If the Lender has more than one account for the Chargor in its books, the Lender may at any time after:

10.3.1 the security constituted by this Deed has become enforceable; or

10.3.2 the Lender has received notice of any subsequent Encumbrance or other interest affecting all or any part of the Charged Assets,

transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account which may be in debit but the Lender shall notify the Chargor of the transfer once made.

11 ENFORCEMENT

11.1 This Security shall be enforceable immediately, and the Secured Liabilities shall become immediately due and payable to the extent not already due or demanded in accordance with their terms if:-

11.1.1 an Insolvency Event occurs in respect of the Chargor;

11.1.2 the Chargor breaches a provision of any Finance Document; or

11.1.3 any of the Secured Liabilities become due and payable and payment of them is demanded by the Lender.

11.2 No purchaser, mortgagee or other person dealing with the Lender or any Receiver shall be concerned:

11.2.1 to enquire whether any of the Secured Liabilities have become due or payable or remain unpaid or undischarged, or whether the power the Lender or a Receiver is purporting to exercise has become exercisable; or

11.2.2 to see to the application of any money paid to the Lender or any Receiver.

11.3 Neither the Lender nor any Receiver nor any Administrator shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets nor shall any of them be liable for any loss upon realisation of, or for any neglect or default of any nature whatsoever in connection with, all or any of the Charged Assets for which a mortgagee in possession might as such be liable.

12 RECEIVERS

12.1 Any Receiver appointed by the Lender shall be a Receiver and manager and shall have the powers conferred on administrative receivers (notwithstanding that such Receiver is not an administrative receiver) by Section 42 and Schedule 1, Insolvency Act 1986 and shall (in addition to all powers conferred on him by law or by this Deed) have the following powers:

12.1.1 to take possession of and generally manage the Charged Assets and any business of the Chargor;

12.1.2 to carry out on any freehold or leasehold property of the Chargor any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment;

12.1.3 to purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land;

12.1.4 to sell, lease, surrender or accept surrenders of leases, charge or otherwise deal with or dispose of the Charged Assets without restriction including (without limitation) power to dispose of any fixtures separately from the land;

12.1.5 to carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Chargor;

- 12.1.6 to make any arrangement, settlement or compromise between the Chargor and any other person which he may think expedient;
- 12.1.7 to appoint managers, officers, servants, workmen and agents for the aforesaid purposes at such salaries and for such periods and on such terms as he may determine;
- 12.1.8 to effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, any other insurance;
- 12.1.9 to exercise all powers provided for in the Law of Property Act 1925 in the same way as if he had been duly appointed under that act and exercise all powers provided for an administrative receiver in Schedule 1 of the Insolvency Act 1986; and
- 12.1.10 to do all such other acts and things as he may consider incidental or conducive to any of the matters or powers in this Deed or which he lawfully may or can do as agent for the Chargor.
- 12.2 Any Receiver appointed by the Lender under this Deed shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts and remuneration as well as for any defaults committed by him.
- 12.3 The powers granted to a Receiver pursuant to this Deed may be restricted by the instrument (signed by the Lender) appointing him but they shall not be restricted by any winding-up or dissolution of the Chargor.
- 12.4 All monies received by the Lender or a Receiver in the exercise of any enforcement powers conferred by this Deed shall be applied:
 - 12.4.1 first in paying all unpaid fees, costs and other liability incurred by or on behalf of the Lender (and any Receiver, attorney or agent appointed by it);
 - 12.4.2 second in paying the remuneration of any Receiver (as agreed between him and the Lender);
 - 12.4.3 third in or towards discharge of the Secured Liabilities in such order and manner as the Lender shall determine; and
 - 12.4.4 finally in paying any surplus to the Chargor or any other person entitled to it.
- 12.5 Neither the Lender nor any Receiver shall be bound to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order as between any of the Secured Liabilities.
- 12.6 All monies received by the Lender or a Receiver under this Deed may, at the discretion of the Lender or Receiver, be credited to any suspense or securities realised account without any obligation on the part of the Lender to apply the same in or towards discharge of the secured liabilities and shall bear interest at such rate, if any, as may be agreed in writing between the Lender and the Chargor and may be held in such account for so long as the Lender or Receiver thinks fit.
- 12.7 No person or persons dealing with the Lender or any Receiver shall be concerned to enquire whether any event has happened upon which any of the powers in this Deed are or may be exercisable or otherwise as to the propriety or regularity of any exercise of such powers or of any act purporting or intended to be an exercise of such powers or whether any amount remains secured by this Deed. All the protections to purchasers and persons dealing with receivers contained in sections 104, 107 and 109(4) of the LPA shall apply to any person purchasing from or dealing with the Lender or any such Receiver.
- 12.8 The receipt of the Lender or any Receiver shall be a conclusive discharge to any purchaser of the Charged Assets.

13 FURTHER ASSURANCE AND POWER OF ATTORNEY

13.1 The Chargor shall from time to time execute and do all such assurances and things as the Lender may require for perfecting this Security and, after the monies secured by this Deed shall have become payable, for facilitating the realisation of all or any part of the Charged Assets and for exercising all powers, authorities and discretions conferred by this Deed or by law on the Lender or any Receiver appointed by it

13.2 The Chargor, by way of security for the payment of the Secured Liabilities and the performance by the Chargor of its obligations under this Deed, irrevocably appoints the Lender (whether or not a Receiver has been appointed) and also (as a separate appointment) the Receiver severally as the Attorney or Attorneys of the Chargor (with full power of substitution and delegation) in the Chargor's name and on the Chargor's behalf and as the Chargor's act and deed:

13.2.1 to execute and deliver any documents or instruments which the Lender or such Receiver may require for perfecting the title of the Lender to the Charged Assets or for vesting the same in the Lender, its nominee or any purchaser;

13.2.2 to sign, execute, seal and deliver and otherwise perfect any further security document which the Chargor is required to enter into pursuant to this Deed; and

13.2.3 otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Lender or any Receiver under this Deed or which the Chargor is required to do pursuant to this Deed or which may be deemed expedient by the Lender or a Receiver in connection with any preservation, disposition, realisation or getting in by the Lender or such Receiver of the Charged Assets or in connection with any other exercise of any other power under this Deed.

14 DELEGATION

14.1 The Lender and any Receiver shall have full power to delegate the powers, authorities and discretions conferred on it or him by this Deed (including the power of attorney) on such terms and conditions as it or he shall see fit which shall not preclude exercise of those powers, authorities or discretions by it or him or any revocation of the delegation or any subsequent delegation.

15 RATIFICATION

15.1 The Chargor ratifies and confirms and agrees to ratify and confirm anything which any of its Attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Deed.

16 APPOINTMENT OF AN ADMINISTRATOR

16.1 The Lender may without notice to the Chargor appoint any one or more persons to be an administrator of the Chargor pursuant to paragraph 14 Schedule B1 of the Insolvency Act 1986 if this debenture becomes enforceable.

16.2 Any appointment under this Clause 16 shall:

16.2.1 be in writing signed by a duly authorised signatory of the Lender, and

16.2.2 take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986, when the requirements of paragraph 18 of that Schedule B1 are satisfied.

16.3 The Lender may (subject to any necessary approval from the court) end the appointment of an Administrator by notice in writing in accordance with this Clause 16 and appoint under that paragraph a replacement for any Administrator whose appointment ends for any reason.

17 LIABILITY OF CHARGOR

- 17.1 The liability of the Chargor under this Deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:
- 17.1.1 any security, guarantee, indemnity, remedy or other right held by or available to the Lender being or becoming wholly or partially illegal, void or unenforceable on any ground; or
 - 17.1.2 the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from any other person; or
 - 17.1.3 any other act or omission which but for this provision might have discharged or otherwise prejudiced or affected the liability of the Chargor.
- 17.2 The Chargor waives any right it may have of requiring the Lender 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 Chargor.
- 17.3 The Chargor waives any present or future right of set-off it may have in respect of the Secured Liabilities (including any sums payable to it under this Deed).

18 RIGHT OF APPROPRIATION

- 18.1 To the extent that the Charged Assets constitute Financial Collateral and this Deed and the obligations of the Chargor hereunder constitute a Security Financial Collateral Arrangement, the Lender shall have the right, at any time after the security constituted this Deed has become enforceable, to appropriate all or any of that Charged Assets in or towards the payment and/or discharge of the Secured Liabilities in such order as the Lender in its absolute discretion may from time to time determine. The value of any Charged Asset appropriated in accordance with this Clause 18.1 shall be the price of that Charged Asset at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Lender may select (including independent valuation). The Chargor agrees that the methods of valuation provided for in this Clause are commercially reasonable for the purposes of the Financial Collateral Regulations;
- 18.2 The Lender shall notify the Chargor as soon as reasonably practicable of the exercise of its right of appropriation provided by Clause 18.1 as regards such of the Charged Assets as are specified in such notice.

19 PRESERVATION OF OTHER SECURITY AND RIGHTS

- 19.1 This Deed is in addition to any other security present or future held by the Lender for the Secured Liabilities and shall not merge with or prejudice such other security or any contractual or legal rights of the Lender.
- 19.2 The Security shall be a continuing security for the Secured Liabilities and shall not be satisfied, discharged or affected by any intermediate payment or settlement of account (whether or not any Secured Liabilities remain outstanding thereafter) or any other matter or thing whatsoever.
- 19.3 The Chargor will at its own cost at the Lender's request execute any deed or document and take any action required by the Lender to perfect this security or further to secure on the Charged Assets the Secured Liabilities.
- 19.4 This Deed shall not in any way be affected or prejudiced by the Lender at any time dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any security or guarantee referred to in Clause 19.1 (Additional Security) or any rights which a Lender may at any time have or giving time for payment or granting any indulgence or compounding with any person whatsoever.
- 19.5 The Lender shall not be obliged to enforce any other Encumbrance it may hold for the Secured Liabilities before enforcing any of its rights under this Deed.

19.6 The Lender may redeem or take a transfer of any prior Encumbrance over the Charged Assets and may agree the accounts of prior incumbrancers. An agreed account shall be conclusive and binding on the Chargor. Any amount paid in connection with such redemption or transfer (including expenses) shall be paid on demand by the Chargor to the Lender and until such payment shall form part of the Secured Liabilities.

19.7 The Chargor hereby consents to the Lender making an application to the Chief Land Registrar on Form CH2 for the registration against the registered titles (if any) specified in the Charged Property (and any unregistered properties subject to compulsory first registration at the date of this Deed and any other Charged Property from time to time including a registered title) of the obligation to make further advances.

20 COSTS AND INDEMNITY

20.1 The Chargor shall pay to or reimburse the Lender and any Receiver on demand, on a full indemnity basis, all Costs incurred by the Lender and/or any Receiver in relation to:

20.1.1 this Deed or the Charged Assets; or

20.1.2 protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's or the Receiver's rights under this Deed; or

20.1.3 suing for, or recovering, any of the Secured Liabilities,

(including, without limitation, the Costs of any proceedings in relation to this Deed or the Secured Liabilities) together with interest.

20.2 The Lender and any Receiver and their respective employees and agents shall be indemnified on a full indemnity basis out of the Charged Assets in respect of all actions, liabilities and Costs incurred or suffered in or as a result of:

20.2.1 the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this Deed; or

20.2.2 any matter or thing done or omitted to be done in relation to the Charged Assets under those powers; or

20.2.3 any default or delay by the Chargor in performing any of its obligations under this Deed.

21 ASSIGNMENT AND TRANSFER

21.1 The Lender may at any time, without the consent of the Chargor, assign or transfer the whole or any part of the Lender's rights and/or obligations under this Deed to any person.

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

22 MISCELLANEOUS

22.1 This Deed is binding on the successors and assigns of the Chargor.

22.2 This Deed is and will remain the property of the Lender.

22.3 The rights and powers of the Lender conferred by this Deed are cumulative, may be exercised as often as the Lender considers appropriate, and are in addition to its rights and powers under the general law.

22.4 Any waiver or variation of any right by the Lender (whether arising under this Deed or under the general law) shall only be effective if it is in writing and signed by the Lender and applies only in the

circumstances for which it was given and shall not prevent the Lender from subsequently relying on the relevant provision.

- 22.5 No act or course of conduct or negotiation by or on behalf of the Lender shall in any way preclude the Lender from exercising any right or power under this Deed or constitute a suspension or variation of any such right or power.
- 22.6 No delay or failure to exercise any right or power under this Deed shall operate as a waiver.
- 22.7 No single or partial exercise of any right under this Deed shall prevent any other or further exercise of that or any other such right.
- 22.8 The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Deed under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.
- 22.9 This Deed may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.
- 22.10 A third party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this Deed.
- 22.11 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).

23 REGISTERED LAND

- 23.1 The Chargor shall without prejudice to Clause 4.3, immediately notify the Lender of any contract, conveyance, transfer or other disposition for the acquisition by the Chargor of the legal or beneficial interest in any Charged Property;
- 23.2 The Chargor consents to the entry of the following restriction against the Chargor's title to the Charged Property at the Land Registry and shall provide the Lender with all necessary assistance and/or documentation to permit entry of the restriction:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 20[] in favour of **Recognise Bank Limited** referred to in the charges register, or their conveyancer."

24 NOTICES

- 24.1 Any notice or demand by the Lender may be served personally on any director or the secretary of the Chargor or may be sent by post to the Chargor at the Chargor's address last known to the Lender, or by electronic mail to the electronic email address, identified with its name below.
- 24.2 In the case of a letter, proof of posting or despatch of any notice or demand by the Lender shall be deemed to be served on the day after posting.
- 24.3 Any such notice or demand made by electronic communication by the Lender will be effective at the time of sending and in the case of any electronic communication made by the Chargor to the Lender only if it is addressed in such a manner as the Lender shall specify for this purpose.
- 24.4 Any electronic communication which becomes effective, in accordance with paragraph 24.3 above, after 5.00pm in the place in which the Lender or the Chargor to whom the relevant communication is sent or made available shall be deemed only to become effective on the following day.

25 GOVERNING LAW

25.1 This Deed shall be governed by, and construed in accordance with, English law.

25.2 Each party hereby irrevocably submits to the exclusive jurisdiction of the courts of England in respect of any claim or matter arising out of or in connection with this Deed.

IN WITNESS WHEREOF this Deed has been duly executed the day and year first before

EXECUTION

The Chargor

321DIVE LIMITED



Executed as a deed by the CHARGOR
acting by one director in the presence of:

[REDACTED]
SIGNATURE OF DIRECTOR
Director

Address:

Email:

Attention:

[REDACTED]
SIGNATURE OF WITNESS

Name of Witness
IN BLOCK CAPITALS

Emma Straus

Address of Witness

Occupation of Witness

SOLICITOR

The Lender

Signed for and on behalf of **RECOGNISE
BANK LIMITED** acting by its duly
authorised signatory

Address:

Email:

Attention:

.....
AUTHORISED SIGNATORY

.....
SIGNATURE OF WITNESS

Name of Witness
IN BLOCK CAPITALS

Address of Witness

Occupation of Witness