Registration of a Charge

Company name: GOZNEY GROUP LIMITED

Company number: 07200046

Received for Electronic Filing: 22/03/2019



Details of Charge

Date of creation: 01/03/2019

Charge code: 0720 0046 0006

Persons entitled: PROVENANCE INVESTMENT PARTNERS I (GP) LLP (OC400968)

Brief description: 18 CHRISTCHURCH BUSINESS PARK, THE RUNWAY, CHRISTCHURCH,

DORSET, BH23 4JE (LAND REGISTRY TITLE NUMBER: DT363572); AND 19 CHRISTCHURCH BUSINESS PARK, THE RUNWAY, CHRISTCHURCH,

DORSET, BH23 4JE (LAND REGISTRY TITLE NUMBER: DT363572)

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or

undertaking of the company).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT

DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION

IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.

Certified by: JOHN MURRELL



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7200046

Charge code: 0720 0046 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st March 2019 and created by GOZNEY GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd March 2019.

Given at Companies House, Cardiff on 25th March 2019

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





1 March

DATED

2019

DEED OF VARIATION

between

GOZNEY GROUP LIMITED (1)

and

PROVENANCE INVESTMENT PARTNERS I (GP) LLP (2)



Parties

- (1) **GOZNEY GROUP LIMITED** incorporated and registered in England and Wales with company number 07200046 whose registered office is at Units 18 & 19 Radar Way, Christchurch, Dorset, England, BH23 4FL (the "Chargor").
- (2) PROVENANCE INVESTMENT PARTNERS I (GP) LLP incorporated and registered in England and Wales with company number OC400968 whose registered office is at 21 Holborn Viaduct, London, EC1A 2DY (the "Lender").

BACKGROUND

- (A) The Chargor and the Lender are party to a debenture dated 15 August 2017 (the "Debenture") to secure the obligations of the Chargor pursuant to the loan note instrument made by the Chargor on 15 August 2017 constituting £1,000,000 (one million pounds sterling) secured loan notes (the "Loan Note Instrument").
- (B) The Lender now wishes to grant to the Chargor a further term loan of £500,000 (five hundred thousand pounds sterling) (the "New Loan"). Consequently, the parties wish to amend the Debenture as set out in this deed to secure the obligations of the Chargor pursuant to the New Loan with effect from the date of this deed.

Agreed terms

1. Terms defined in the Debenture

In this deed, expressions defined in the Debenture and used in this deed have the meaning set out in the Debenture. The rules of interpretation set out in the Debenture apply to this deed.

2. Variation

- 2.1 With effect from the date of this deed, the parties agree that the definition of Secured Liabilities in clause 1.1 of the Debenture shall be amended by inserting the words "and/or any loan(s) of up to £500,000 in aggregate value lent by the Lender to the Chargor on or after 1 March 2019" after the words "Loan Note Instrument".
- 2.2 Except as set out in clause 2.1, the Debenture shall continue in full force and effect.

3. 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 and Wales.

4. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle 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.

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

GOZN	UTED as a DEED by EY GROUP LIMITED acting rector in the presence of:))	Director
W I T N E S	Signature: Name: Address: Occupation:	(THE BANKISTEK 3 LANGUION DRIVE CHANDLERS FORD HIMTS FINANCE DIRECTOR.
EXECUTED as a DEED by PROVENANCE INVESTMENT PARTNERS I (GP) LLP acting by a designated member in the presence of:))	Designated Member
W I T N E S S	Signature: Name: Address: Occupation:		

GOZN	UTED as a DEED by IEY GROUP LIMITED acting irector in the presence of:), ,) ')	Director		
W	Signature: Name:				
T	Address:				
N					
E					
S					
S	Occupation:				
PROV PART design	UTED as a DEED by ENANCE INVESTMENT NERS I (GP) LLP acting by a nated member in the nce of:)))	Sman Kendsky Designated Member		
		· .			
W	Signature:	27%			
1	Name: RAUL LANE				
T	T Address: MANGE COTTAGE				
N DURRINGTON SALISBURY					
S					
S Occupation: DIRECTOR of FINANCE AND OPERATIONS					