



Registration of a Charge

Company name: **DJS (UK) LIMITED**

Company number: **07952979**



X7HTRP5N

Received for Electronic Filing: **01/11/2018**

Details of Charge

Date of creation: **26/10/2018**

Charge code: **0795 2979 0068**

Persons entitled: **GIVAT LIMITED**

Brief description:

Contains floating charge(s) .

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: **CLARKE WILLMOTT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7952979

Charge code: 0795 2979 0068

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th October 2018 and created by DJS (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st November 2018 .

Given at Companies House, Cardiff on 5th November 2018

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

DATED: 26 OCTOBER 2018

DEBENTURE

BETWEEN

DJS (UK) Limited

-and-

Givat Limited



THIS DEBENTURE is made the 26 OCTOBER 2018

BETWEEN

- (1) **DJS (UK) Limited** incorporated and registered in England and Wales with company number **07952979** whose registered office is at ~~DJS House, The Riverside Suite, Knapp Mill, Mill Road, Christchurch, BH23 2JY.~~ ("the Borrower"); *28 AVENUE ROAD, PARKWAY HOUSE, BOURNEMOUTH, UNITED KINGDOM, BH2 5SL* *CW/*
- (2) **Givat Limited** incorporated and registered in the Isle of Man with company number 013520V whose address is ~~c/o Melanie Perry, Aston House, 36 Hope Street, Douglas, Isle of Man IM1 1AR.~~ ("the Lender") */a*

which expression shall where the context admits include her successors and assigns whether immediate or derivative.

1. Liabilities secured by debenture

This debenture shall be a continuing security to the Lender for payment or discharge on demand of the following:

- 1.1. all indebtedness of the Borrower to the Lender arising under the facility agreement (**Facility Agreement**) entered into between the Borrower and the Lender on or around the date of this debenture as amended or extended from time to time and any other facility or loan agreement or instrument entered into between the Borrower and the Lender from time to time
- 1.2 all reasonable and properly incurred costs incurred directly or indirectly by the Lender in relation to this security held by the Lender in connection with advances to the Borrower or in relation to the enforcement of any such security or in relation to any such indebtedness or liabilities together in the case mentioned in clause 1.1 above, such costs capped at a maximum of £1,000, with all interest commissions and bank and discount charges such interest being

computed in each such case from a date seven days after any demand has been made on the Borrower by the Lender at the rate of 4% per centum per annum.

2. Property and assets charged by debenture

2.1 The Borrower as legal and beneficial owner of its book debts with full title guarantee and to the intent that the security created by this debenture shall rank as a continuing security for all the liabilities described in Clause 1 above charges

2.1.1. by way of floating charge on the book debts of the Borrower up to the amount borrowed by the Borrower under the Facility Agreement the proceeds of such book debts and the Borrower's bank accounts (the **Specifically Mortgaged Property**).

2.2. The Specifically Mortgaged Property is hereinafter referred as "the Charged Property".

2.3 The floating charge created under clause 2.1 will automatically crystallise into a fixed charge immediately upon;

2.3.1 any other floating charge granted by the Borrower crystallising; or

2.3.2 the occurrence of any event set out in clause 4 below.

3. Covenants by Borrower

The Borrower covenants with and undertakes to the Lender as follows:

3.1. from time to time the Lender or any accountant to be nominated by the Lender may, at the Lender's cost, review information relating to

the book debts of the Borrower, provided that the Lender and any accountant nominated by the Lender shall keep the information confidential;

3.2. to execute and do all such assurances and things as the Lender may reasonably require

3.2.1 to perfect the security constituted by this debenture and

3.2.2 after the money secured by this debenture has become payable to facilitate the realisation of the Charged Property or any part of it and

3.2.3 to exercise all powers, authorities and discretions conferred by this debenture upon any receiver appointed by them.

4. Money due on demand

Section 103 of the Law of Property Act 1925 ('the Act') shall not apply and all money secured shall be payable with the mutual written agreement with the Borrower. All such money shall also become payable immediately upon demand by the Lender and the Lender may enforce this debenture if;

4.1. a petition is presented in any court or a meeting is convened for the purpose of considering a resolution for the winding-up of the Borrower (except in the case of a reconstruction or amalgamation which has the prior written approval of the Lender under which the new or amalgamating company assumes liability under this debenture and provides security for it in form and amount approved by the Lender; or

4.2. a petition is presented in any court for the making of an administration order in respect of the Borrower; or

4.3. a receiver, administrator, administrative receiver or similar officer is appointed of the whole or any part of the Charged Property or an

encumbrance takes possession of or exercises or attempts to exercise any power of sale in relation to the Charged Property or any part of it; or

- 4.5. the Borrower stops payment or ceases or threatens to cease to carry on its business or substantially the whole of its business; or
- 4.6. the Borrower fails to observe or commits a breach of any of the covenants and undertakings;
- 4.7. the Borrower fails to observe or perform or commits any breach other of the covenants undertakings and conditions or provisions of this debenture and if capable of remedy does not remedy such breach immediately after notice by the Lender to do so; and
- 4.8. the Borrower makes default in the payment of any monies due to the Lender;
- 4.9 the Borrower makes default in the payment of any monies due to any other lender.

5. Appointment of receiver and powers

At any time after this security becomes enforceable or at the request of the Borrower, the Lender may by writing appoint any person to be a receiver of all or any part of the Charged Property and none of the restrictions imposed by the Act in relation to the appointment of receivers or to the giving of notice or otherwise shall apply. The Lender may at any time and from time to time in like manner remove any receiver so appointed and appoint another in his place or appoint an additional person as receiver and may either at the time of appointment or at any time subsequently and from time to time fix the remuneration of any receiver so appointed. In this debenture, any reference to a receiver shall be deemed to include a reference to a receiver or administrative

receiver. Any receiver so appointed shall be the agent of the Borrower for all purposes and the Borrower shall be solely responsible for its acts or defaults and for its remuneration and any receiver so appointed shall have power whether immediately or at any later time and without prejudice to any other powers conferred upon a receiver by statute or common law;

- 5.1. to take possession of collect and get in all or any part of the Charged Property and for that purpose to take any proceedings in the name of the Borrower or otherwise;
- 5.2. to carry on or concur in the carrying on of the business of the Borrower;
- 5.3. to give receipts for all money and execute all assurances and things which may be proper or desirable for realising the Charged Property;
- 5.5. to make any arrangements or compromises which he shall think expedient in the interests of the Lender;
- 5.6. to do all such other acts and things as he may consider necessary or desirable in his absolute discretion for the realisation of any of the Charged Property; and/or which he considers to be incidental or conducive to any of the matters and powers referred to in this clause and which the receiver may or can lawfully do as agent for the Borrower;
- 5.7. generally to use the name of the Borrower in the exercise of all or any of the powers conferred by this debenture

PROVIDED that no purchaser mortgagor mortgagee or other person or company dealing with a receiver appointed by the Lender shall be concerned to inquire whether any power exercised or purported to be exercised by him has become exercisable or whether any money is due on the security of this debenture or as to the propriety or regularity of any sale by or other dealing with such receiver

but any such sale or dealing shall be deemed to be within the powers conferred by this debenture and to be valid and effectual accordingly

6. Severance of loan book/debt book

In the exercise of the powers conferred by this debenture the Lender or any receiver appointed by them may sever and sell any book debt which forms the Charged Property.

7. Application of money received

All money received by any receiver shall be applied by him:

- 7.1. in payment of the costs charges and expenses of and incidental to the appointment of the receiver and the exercise of all or any of his powers and of all outgoings paid by him (including preferential debts);
- 7.2. in payment to the receiver of such remuneration as may be agreed between him and the Lender or at any time and from time to time after his appointment;
- 7.3. in or towards satisfaction of the amount owing on this security; and the surplus (if any) shall be paid to the Borrower or other persons entitled to it.

8. Powers conferred by the Insolvency Act 1986

The powers conferred by the Insolvency Act 1986 shall apply to any receiver appointed under this debenture as if such powers were incorporated in this debenture except in so far as they are expressly or impliedly excluded and where there is any ambiguity or conflict between the powers contained in any legislation and those contained in this debenture the terms of this debenture shall prevail.

9. Indemnity for receiver etc

The Lender and every receiver attorney manager agent or other person appointed by the Lender under this debenture shall be entitled to be indemnified out of the Charged Property in respect of all liabilities and reasonable and properly incurred expenses incurred directly by any of them in the execution or purported execution of any of the powers, authorities or discretions vested in them under this debenture and against all actions proceedings reasonable and properly incurred costs claims and demands in respect of any matter or thing done or omitted in any wise relating to the Charged Property and the Lender and any such receiver may retain and pay all sums in respect of such liabilities and expenses out of any money received under the powers conferred by this debenture.

10. Register

The Borrower will keep a register and enter into it the issue and all transfers and changes of ownership of this deed.

11. Transfer

A transfer of this deed shall be in writing under the hand of the transferor and shall be lodged with the Borrower together with such evidence of the title of the transferor (including production of this deed) as the Borrower may reasonably require and after that the transferee shall be registered as holder of this deed.

12. Registration on transmission

Any person entitled to this deed by reason of the death of the Lender or otherwise by operation of law may upon producing such evidence of his title as

the Borrower may reasonably require be registered as the holder of this deed and be subject to the conditions of this deed as a transferee would be subject to under clause 13.

13. Notice of trusts

The Borrower shall recognise and treat the Lender as the sole absolute owner of this deed and as alone entitled to receive and give effectual discharges for the money secured by this deed. The Borrower shall not be affected by notice of any trust or any right title or claim of any person other than the Lender to this deed.

14. Freedom from equities

The money secured by this deed shall be paid and this deed shall be transferable without regard to any set-off cross-claim or equities between the Borrower and the original or any intermediate holder and the receipt of the sale holder or of joint holders shall be a good discharge to the Company.

15. Formal demand and notices

Any demand or notice by the Lender under this debenture shall be in writing signed by or on its behalf and may be served on the Borrower by leaving the demand or notice at or sending it through the post in a prepaid envelope addressed to the Borrower at its registered address to the Lender or the registered or principal office of the Borrower and a demand or notice so served shall be effective (notwithstanding that it may later be returned undelivered) at the time it was so left or, as the case may be, at the expiry of 48 hours after it was posted excluding Saturdays Sundays and bank or public holidays.

16. Compliance with memorandum and articles of association

It is certified that neither the execution of this debenture nor the creation of any security under it or pursuant to it does or will contravene any of the provisions of the memorandum or articles of association of the Borrower.

17. Effect of delay or omission by the Lender

No delay or omission of the Lender in exercising any right power or privilege under this debenture shall impair such right power or privilege or be constructed as a waiver of such rights power or privilege nor shall any single or partial exercise of any such right power or privilege preclude any further exercise of them or the exercise of any other right power or privilege. The rights and remedies of the Lender provided in this debenture are cumulative and not exclusive of any rights or remedies provided by law,

18. Waiver of terms and conditions

The Lender may from time to time and at any time waive or authorise on such terms and conditions (if any) as shall seem expedient to the Lender any breach or proposed breach by the Borrower of any of the covenants conditions provisions or obligations contained in this debenture without prejudice to the rights of the Lender in respect of any subsequent breach of them.

19. Governing law and jurisdiction

This debenture shall be governed and construed in accordance with English Law and the English courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation.

IN WITNESS whereof the parties hereto have executed this deed the day and year first above written

Executed as a deed by ^{Simon Woodhams} ~~Julian~~
~~He~~ a director for and on behalf
of **DJS (UK) Limited**

.....
Director

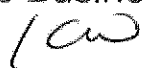
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Witness occupation


KELVIN BALMONT
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SOLICITOR

Executed as a deed by
A director for and on behalf of
Givat Limited

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Lender

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