Companies House

MR01(ef)

Registration of a Charge

Company name: **SEAFOX VFE 2 LIMITED**

Company number: **09307990**

Received for Electronic Filing: **15/10/2019**

X8G4ERE9

Details of Charge

Date of creation: **04/10/2019**

Charge code: **0930 7990 0003**

Persons entitled: **MEIF WM DEBT LP ACTING BY ITS GENERAL PARTNER MAVEN MEIF (WM) GP (ONE) LIMITED**

Brief description:

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 PLC**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9307990

Charge code: 0930 7990 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th October 2019 and created by SEAFOX VFE 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th October 2019 .

Given at Companies House, Cardiff on 16th October 2019

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

Gateley LEGAL

DATED 4 October 2019

(1) VACUUM FURNACE ENGINEERING LIMITED AND SEAFOX VFE 2 LIMITED

(2) MEIF WM DEBT LP

COMPOSITE GUARANTEE AND DEBENTURE

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DATE 4 October 2019

PARTIES

(1) **THE COMPANIES LISTED IN schedule 1**; and

(2) **MEIF WM DEBT LP** a limited partnership established under the laws of England and Wales and registered under number LP018463 whose principal place of business is 1-2 Royal Exchange Buildings, London EC3V 3LF acting by its general partner **MAVEN MEIF (WM) GP (ONE) LIMITED**, a limited company (incorporated in England and Wales with registration number 10910257) whose registered office is at 1-2 Royal Exchange Buildings, London EC3V 3LF (the **Chargee**).

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this debenture the following definitions will apply:

Administrator
any person appointed under the Insolvency Act to manage the Companies' business and assets;

Charged Assets
all property and assets from time to time charged by or pursuant to this debenture (and references to the Charged Assets shall include any part of them);

Companies
the companies listed in schedule 1, each a **Company**;

Companies Act
the Companies Act 2006;

Default Rate
has the meaning given to that term in the Facility Agreement;

Delegate
has the meaning given to that term in the Facility Agreement;

Dispose or Disposal
includes sale, transfer, lease, licence, or parting with possession or granting any interest in;

Enfranchising Legislation
any legislation conferring upon a tenant or tenants of property (whether individually or collectively with other tenants of that or other properties) the right to acquire a new lease of that property or to acquire, or require a nominee to acquire, the freehold or any intermediate reversionary interest in that property including (without limitation) the Leasehold Reform Act 1967, the Leasehold Reform, Housing and Urban Development Act 1993, the Housing Act 1996 and the Commonhold and Leasehold Reform Act 2002 but does not include Part II of the Landlord and Tenant Act 1954;

Environmental Laws
all laws, directions and regulations and all codes of practice, circulars and guidance notes issued by any competent authority or agency (whether in the United Kingdom or elsewhere and whether or not having the force of law) concerning the protection of the environment or human health, including the conservation of natural resources, the production, storage, transportation, treatment, recycling or disposal of any waste or any noxious, offensive or dangerous substance or the liability of any person, whether civil or criminal, for any damage to or pollution of the environment or the rectification thereof or any related matters;

Event of Default
has the meaning given to that term in the Facility Agreement;

Expenses
those fees, costs, charges and expenses covenanted to be paid by the Companies in clause 19.1 (*Expenses and indemnities*);

Facility Agreement
the facility agreement dated on or about the date of this debenture and made between (1) the Companies and (2) the Chargee as lender;

Finance Documents
has the meaning given to that term in the Facility Agreement;

Insolvency Act
the Insolvency Act 1986 and any secondary legislation made under it;

Insurances
any policies of insurance in which any member of the Companies' group has an interest from time to time;

Intellectual Property

all intellectual property rights or equivalent, including patents, trade marks, service marks, business names, domain names, rights in get-up and goodwill, copyright and neighbouring and related rights, moral rights, rights in designs and to inventions, database rights, know-how, trade secrets, confidential information and any other proprietary knowledge and/or information of whatever nature and howsoever arising, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals and claim protection from such rights and all similar or equivalent rights which subsist or may in future subsist in any part of the world;

LPA
the Law of Property Act 1925;

Permitted Security
has the meaning given to that term in the Facility Agreement;

Property
any freehold and leasehold property that is a Charged Asset;

Receivables
(a) all present and future book and other debts, Rental Income, royalties, fees, VAT and monetary claims due or owing to the Companies and all other amounts recoverable or receivable by the Companies from other persons or due or owing to the Companies (whether actual or contingent and whether arising under contract or in any other manner whatsoever);

(b) the benefit of all rights and remedies of any nature relating to any of the foregoing including claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, Security, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights; and

(c) all proceeds of any of the foregoing;

Receiver
any receiver or receiver and manager who is not an administrative receiver (within the meaning of section 29(2) Insolvency Act) appointed under this debenture;

Related Rights
in relation to any Securities, means all dividends, distributions and other income paid or payable on such Securities (as the case may be), together with (a) all shares or other property derived from such Securities (as the case may be) and (b) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to such Securities (whether by way of dividend, distribution, conversion, redemption, bonus, preference, warrant, option to acquire or subscribe or otherwise);

Rental Income
the aggregate of all amounts paid or payable to or for the account of the Companies in connection with the letting, licence or grant of other rights of use or occupation of any part of a Property;

Secured Liabilities
all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or in any other capacity whatsoever) of the Companies or any of them to the Chargee (or any of them) including, without limitation, under the Finance Documents (including all monies covenanted to be paid under this debenture);

Securities
all notes, stocks, shares, bonds and securities (including warrants and options to acquire or subscribe for any of the same) whether marketable or not, held by the Companies now or at any time in the future and all rights and benefits at any time accruing, offered or arising in respect of the same and all money or property accruing or offered at any time by way of dividend, distribution, conversion, redemption, bonus, preference, option, interest or otherwise in respect of them, together with all Related Rights;

Security
has the meaning given to that term in the Facility Agreement; and

1.2 In this debenture, a reference to:

1.2.1 a clause or schedule is, unless otherwise stated, a reference to a clause of, or a schedule to, this debenture;

1.2.2 a paragraph is, unless otherwise stated, a reference to a paragraph of a schedule;

1.2.3 a statutory provision includes a reference to that statutory provision as replaced, modified or re-enacted from time to time and any subordinate legislation made under that statutory provision from time to time, in each case whether before or after the date of this debenture and any provision of this debenture which refers to any statutory provision which is amended may itself be amended in such manner as the Chargee may determine to preserve the intended effect of this debenture;

1.2.4 a **subsidiary** shall include a reference to a "subsidiary" and a "subsidiary undertaking" (each as defined in the Companies Act 2006);

1.2.5 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);

1.2.6 the **Chargee** includes its assignees or transferees and any successor as Chargee and each Receiver and Delegate;

1.2.7 the **Charged Assets** is to the whole or any part of such property or assets, as the context requires;

1.2.8 any party to this debenture comprising more than one person includes each person constituting that party;

1.2.9 a company (other than a **Company**) shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;

1.2.10 writing shall include any mode of reproducing words in a legible and non-transitory form; and

1.2.11 this debenture or any provision of this debenture or any other document is to this debenture, that provision or that document as in force for the time being and as amended from time to time in accordance with the terms of this debenture or that document or with the agreement of the relevant parties (as the case may be).

1.3 The schedules form part of this debenture and have the same effect as if expressly set out in the body of this debenture and shall be interpreted and construed as though they were set out in this debenture.

1.4 The contents table and headings in this debenture are for convenience only and do not affect the interpretation or construction of this debenture.

1.5 Words importing the singular include the plural and vice versa and words importing a gender include every gender.

1.6 The words "other", "include", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

1.7 Whenever a Company is obliged to do something if required or requested by the Chargee pursuant to this debenture, it shall do that thing promptly.

1.8 Any term or phrase defined in the Companies Act 2006 (whether capitalised or not) bears the same meaning when used in this debenture.

1.9 It is intended that this debenture takes effect as a deed even though the Chargee may only execute it under hand.

2. COVENANT TO PAY AND GUARANTEE

2.1 Each Company covenants with the Chargee that it will pay or discharge on demand the Secured Liabilities when they fall due.

2.2 Each Company, as principal obligor and not merely as surety:

2.2.1 guarantees to the Chargee full, prompt and complete payment by each other Company of all of the Secured Liabilities due, owing or incurred by such Company as and when they become due to payment;

2.2.2 undertakes to the Chargee that if any Company fails to pay any sum comprised in the Secured Liabilities on its due date it will pay such sum on demand as if such other Company was the principal obligor in respect of those Secured Liabilities; and

2.2.3 agrees to indemnify the Chargee as an additional and independent obligation against all losses, damages, costs and expenses incurred by the Chargee arising from any failure by any other Company to pay the sums comprised in the Secured Liabilities as and when they fall due.

3. DEFAULT INTEREST

3.1 Any amount which is not paid under this debenture when due shall bear interest in accordance with the terms of the Facility Agreement (both before and after judgment and payable on demand) from the due date (or, in the case of costs, fees or expenses incurred, from the date they are so incurred) until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the Default Rate.

3.2 Default interest will be calculated on the basis of the actual number of days elapsed and a year of 365 days and will be immediately payable by the Companies on demand by the Chargee. Interest under this clause 3 (if unpaid) shall be compounded in accordance with the provisions of the Facility Agreement.

4. FIXED AND FLOATING CHARGES AND ASSIGNMENT

4.1 Fixed charges

As a continuing security for the payment or discharge of the Secured Liabilities, each Company hereby, with full title guarantee, charges, and agrees to charge, in favour of the Chargee all its rights, title and interest, in and to the following assets which are at any time owned by it or in which it is from time to time interested:

4.1.1 by way of **first legal mortgage** all the freehold and leasehold property (if any) vested in or charged to it including any property specified in schedule 2 (*Property*), together with all buildings and fixtures (including trade fixtures) at any time thereon;

4.1.2 by way of **first fixed charge** all other interests (not being charged by clause 4.1.1) in any freehold or leasehold property vested in or charged to it, the buildings and fixtures and fittings (including trade fixtures and fittings) at any time on or attached to such property;

4.1.3 by way of **first fixed charge** all proceeds of sale derived from any Property or any buildings, fixtures or fittings (including trade fixtures and fittings) at any time on or attached to any Property, the benefit of all covenants given in respect of any Property or any such buildings, fixtures or fittings and all licences to enter upon or use land and the benefit of all other agreements relating to land;

4.1.4 where any leasehold property is charged pursuant to clause 4.1.1 or clause 4.1.2, by way of **first fixed charge** any present or future right or interest conferred upon it in relation to such leasehold property by virtue of any Enfranchising Legislation including any rights arising against any nominee purchaser pursuant to such Enfranchising Legislation;

4.1.5 by way of **first fixed charge** all equipment and all spare parts, replacements, modifications and additions for or to that equipment and the benefit of all manuals, instructions, warranties, licences and maintenance agreements relating to it (together the **Equipment**);

4.1.6 by way of **first fixed charge** all the Securities;

4.1.7 to the extent not effectively assigned pursuant to clause 4.2.1 (*Assignment*) by way of **first fixed charge** all rights and interests of it in, and claims under, the Insurances and all proceeds of such Insurances held by, or written in favour of, it or in which it is otherwise interested;

4.1.8 by way of **first fixed charge** all its monies standing to the credit from time to time on any and all accounts with any bank, financial institution, or other person;

4.1.9 by way of **first fixed charge** all Intellectual Property;

4.1.10 by way of **first fixed charge** the benefit of all licences, consents, agreements and authorisations held or utilised by it in connection with its business or the use of any of its assets;

4.1.11 to the extent not effectively assigned pursuant to clause 4.2.2, by way of **first fixed charge** all Receivables; and

4.1.12 by way of **first fixed charge** all its goodwill and uncalled capital present and future.

4.2 **Assignment**

As a continuing security for the payment of the Secured Liabilities, each Company hereby, with full title guarantee, assigns and agrees to assign absolutely (subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities) in favour of the Chargee all of its rights, title, interest and benefit in and to:

4.2.1 the Insurances (together with all proceeds of such Insurances); and

4.2.2 the Receivables.

4.3 **Floating charge**

As further continuing security for the payment of the Secured Liabilities, each Company hereby charges with full title guarantee in favour of the Chargee by way of **first floating charge** all its assets and undertaking whatsoever and wheresoever situated both present and future not effectively mortgaged, charged or assigned pursuant to the provisions of clause 4.1 (*Fixed charges*) and clause 4.2 (*Assignment*), including heritable property and all other property and assets in Scotland.

4.4 **Qualifying floating charge**

Paragraph 14 of schedule B1 Insolvency Act applies to any floating charge created by or pursuant to this debenture (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act).

5. **CONVERSION OF FLOATING CHARGE**

5.1 **Conversion of floating charge by notice**

The Chargee may, by written notice to a Company, convert the floating charge created by this debenture into a fixed charge as regards all or any of such Company's assets specified in the notice if:

5.1.1 an Event of Default has occurred and is continuing; or

5.1.2 the Chargee in its reasonable opinion considers 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.

5.2 **Automatic conversion of floating charge**

The floating charge created by each Company under this debenture shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge in relation to any of the Charged Assets subject to the floating charge created by clause 4.3 (*Floating charge*) (a **Floating Charge Asset**):

5.2.1 if that Company, without the Chargee's prior written consent, creates or attempts to create any Security over all or any Floating Charge Asset;

5.2.2 if any person levies or attempts to levy any distress, execution, attachment or other process against all or any Floating Charge Asset;

5.2.3 if any person presents a petition to wind up that Company or applies for an administration order; or

5.2.4 upon the enforcement of this debenture.

5.3 **No waiver**

The giving by the Chargee of a notice pursuant to clause 5.1 (*Conversion of floating charge by notice*) in relation to any class of assets of a Company shall not be construed as a waiver or abandonment of the rights of the Chargee to serve similar notices in respect of any other class of assets or of any of the other rights of that Company.

6. **NEGATIVE PLEDGE**

Each Company covenants with the Chargee that, during the continuance of the security created by this debenture, it shall not without the prior written consent of the Chargee:

6.1 create, purport to create or permit to subsist any Security (other than Permitted Security) upon any of the Charged Assets; or

6.2 sell, transfer, lease, licence, lend, part possession with, grant any interest in, or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of the Charged Assets.

7. **REPRESENTATIONS AND WARRANTIES**

7.1 Each Company represents and warrants to the Chargee that:

7.1.1 **Status**

(a) it is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation;

(b) it has the power and all necessary governmental and other consents, approvals, licences and authorities to own its assets and carry on its business as it is being conducted;

7.1.2 **Authority**

it is empowered to enter into and perform its obligations contained in this debenture and has taken all necessary action to authorise the execution, delivery and performance of this debenture, to create the security to be constituted by this debenture and to observe and perform its obligations under this debenture;

7.1.3 **Binding obligations**

the obligations expressed to be assumed by it in this debenture are legal, valid, binding and enforceable obligations;

7.1.4 **Non-conflict with other obligations**

the entry into and performance by it of, and the transactions contemplated by, this debenture and the granting of this debenture and security constituted by this debenture do not and will not conflict with:

(a) any law or regulation applicable to it;

(b) its constitutional documents; or

(c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument;

7.1.5 **Property**

schedule 2(*Property*) identifies all freehold and leasehold properties beneficially owned by it as at the date of this debenture and it is the legal and beneficial owner of the Property; and

7.1.6 **Environmental matters**

(a) it has complied with all environmental laws and environmental permits applicable to the Charged Assets and its business;

(b) there has been no discharge, spillage, release or emission of any prescribed, dangerous, noxious or offensive substance or any controlled waste on, into or from any Charged Asset or any adjoining premises and no such substances or any controlled waste have been stored or disposed of on any Charged Asset or, so far as it is aware, in any adjoining premises except in accordance with the requirements of the applicable environmental laws; and

(c) it is not in breach of and has not incurred or become subject to any civil or criminal liability under any Environmental Laws or the terms of any environmental permit and it has not done

anything or omitted to do anything which could result in any liability being imposed on the Chargee under any environmental law.

7.2 **Matters represented**

Each Company makes the representations and warranties set out in clause 7.1 on the date of this debenture and they are deemed to be repeated on each day during the continuance of the security constituted by this debenture.

8. **GENERAL COVENANTS OF THE COMPANIES**

Each Company hereby covenants with the Chargee that it will:

8.1 keep the Property in a good state of repair (sufficient as to enable the Property to be let in accordance with all applicable laws and regulations), not carry out any development at any Property and keep all Equipment in good working order and condition;

8.2 duly and punctually pay all rates, rents, taxes, charges and other outgoings due by it in respect of the Charged Assets;

8.3 permit the Chargee or its representatives to have, on reasonable notice, access during normal office hours to the Property and to inspect and take copies of its accounts and records;

8.4 in relation to the Charged Assets comply with all its obligations under law, statute or regulation and under any permit, approval, licence or consent;

8.5 observe and perform all covenants and stipulations from time to time affecting the Charged Assets, or the manner of use or the enjoyment of them and not enter into any onerous or restrictive obligations affecting the Charged Assets;

8.6 not do or permit to be done anything which would or might depreciate, jeopardise or otherwise prejudice this Security or materially diminish the value of any Charged Asset or the effectiveness of this Security;

8.7 keep all Charged Assets comprehensively insured for their full replacement value in an amount and form and with an insurance company or underwriters acceptable to the Chargee, provided that if the Chargor fails to comply with the terms of this clause 8.7 or clause 8.8, the Chargee may, at the Chargor's expense, effect any insurance and generally do the things and take the action as the Chargee considers necessary or desirable to prevent or remedy any breach of this clause 8.7 or clause 8.8;

8.8 procure that the Chargee is named as co-insured under each of the insurance policies (other than public liability and third party liability insurances) but without liability on the part of the Chargee for any premium in relation to those Insurances;

8.9 not dispose of any Charged Asset save for the disposal of any Charged Asset charged by way of uncrystallised floating charge only for market value in the ordinary course of its business;

8.10 hold the proceeds of any insurance on trust for the Chargee to be applied as the Chargee sees fit; and

8.11 in respect of any freehold or leasehold land specified in the schedule, apply to the Chief Land Registrar for the registration of a restriction against the registered titles in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 2019 in favour of MEIF WM Debt LP acting by its general partner Maven MEIF (WM) GP (One) Limited referred to in the charges register."

9. **FURTHER ASSURANCE AND POWER OF ATTORNEY**

9.1 Each Company will, upon the Chargee's request, grant it such further Security in the Charged Assets in such form and on such terms as the Chargee may reasonably require and do whatever other acts or things the Chargee may require in relation to the Charged Assets in order to secure the Secured Liabilities, to perfect or protect the Security created by this debenture or to facilitate the realisation of the Charged Assets.

9.2 Each Company by way of security irrevocably appoints the Chargee and any Receiver severally to be its attorneys in its name and on its behalf to:

9.2.1 do all things which the Companies may be required to do under this debenture;

9.2.2 sign, execute, and deliver and otherwise perfect any security required to be executed pursuant to clause 9.1; and

9.2.3 sign, execute, deliver and complete any deeds, instruments or other documents and to do all acts and things which may be required to enable the Chargee or any Receiver to exercise their powers under this debenture, or to perfect or vest in the Chargee, its nominees or any purchaser, title to any Charged Assets or which they may deem expedient in connection with the getting in, disposal, or realisation of any or the exercise of any other power under this debenture.

9.3 Each attorney may appoint a substitute or delegate his authority. Each Company ratifies and confirms (and agrees to ratify and confirm) anything which an attorney does under the power of attorney in this clause 9.

10. **ENFORCEMENT**

At any time after the occurrence of an Event of Default the Chargee may, with or without further notice to the Companies:

10.1 appoint an Administrator of any Company in accordance with the Insolvency Act;

10.2 appoint a Receiver to any of the Charged Assets, provided that they comprise less than the whole or substantially the whole of a Company's assets (within the meaning of section 29 Insolvency Act);

10.3 exercise in respect of all or any of the Charged Assets all or any of the powers and remedies given to mortgagees by the LPA, including the power to take possession of, receive the benefit of, or sell any of the Charged Assets;

10.4 exercise in the name of a Company (without any further consent or authority from the Companies) any voting rights attached to the Securities and all powers given to trustees by the Trustee Act 1925 and the Trustee Act 2000 in respect of securities or property subject to a trust and any other powers or rights exercisable by the registered holder of the Securities or by the bearer of the Securities; and

10.5 direct that all dividends, distributions, interest and other monies received by a Company in respect of the Securities are paid to it and applied in accordance with clause 16.

11. **APPOINTMENT AND POWERS OF RECEIVER AND ADMINISTRATOR**

11.1 At any time after the security constituted by this debenture becomes enforceable, or if a Company so requests by written notice at any time, the Chargee (or any Delegate on its behalf) may:

11.1.1 without further notice appoint any person (or persons) to be a Receiver of all or any part of the Charged Assets and/or of the income from any Charged Asset; and/or

11.1.2 without further notice appoint any person (or persons) to be an Administrator in respect of the Charged Assets. Such appointment shall take effect, in accordance with paragraph 19 of Schedule B1 Insolvency Act 1986, when the requirements of paragraph 18 of that Schedule B1 are satisfied;

11.1.3 exercise in respect of all or any of the Charged Assets all or any of the powers and remedies given to mortgagees by the LPA, including the power to take possession of, receive the benefit of, or sell any of the Charged Assets.

11.2 At any time after the security constituted by this debenture becomes enforceable the Chargee (or its nominee) may (without consent or authority from that Company):

11.2.1 exercise in the name of that Company any voting rights attached to the Securities and any other powers or rights exercisable by the registered holder or bearer of the Securities; and

11.2.2 ensure that all dividends, distributions, interest and other monies declared, payable, paid or made in respect of the Securities received by or on behalf of that Company shall be held on trust for the Chargee (or its nominee) and promptly paid into an account designated by the Chargee or, if received by the Chargee (or its nominee) or any Delegate, may be applied by the Chargee as though they were the proceeds of sale.

11.3 The Chargee may, subject to any necessary approval from the court, end the appointment of an Administrator and appoint a replacement for any Administrator whose appointment ends for any reason.

11.4 The Chargee may remove from time to time any Receiver appointed by it and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated for whatever reason.

11.5 If at any time and by virtue of any such appointment there is more than one Receiver of all or any part of the Charged Assets and/or the income from such Charged Assets, such persons shall have power to act jointly or severally or where there are more than two Receivers in combination (unless the contrary shall be stated in the deed(s) or other instrument(s) appointing them).

11.6 If the Chargee enforces this debenture itself pursuant to clause 11.1.3 it will have the same powers as a Receiver in respect of those Charged Assets which are the subject of the enforcement.

11.7 An Administrator shall have all the powers given to him under the Insolvency Act.

11.8 Any Receiver shall (in addition to the powers conferred by the LPA and (notwithstanding that he is not an administrative receiver) schedule 1 of the Insolvency Act or any other statute from time to time in force but without any of the restrictions imposed upon the exercise of those powers by such statutes) have the following powers:

11.8.1 the same powers to do, or to omit to do, in the name of and on behalf of a Company, anything which that Company itself could have done or omitted to do with such Charged Assets were they not the subject of this debenture and that Company were not in insolvency proceedings;

11.8.2 to take possession of, collect and get in all or any part of the Charged Assets and/or income in respect of which he was appointed;

11.8.3 to manage the Charged Assets and the business of that Company;

11.8.4 to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Secured Liabilities for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;

11.8.5 to alter, improve, develop, complete, construct, modify, refurbish or repair or apply for planning permission in relation to any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which that Company is concerned or interested prior to his appointment, being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land;

11.8.6 to sell or concur in selling, leasing or otherwise disposing of all or any part of the Charged Assets in respect of which he was appointed without the need to observe any restriction imposed by section 103 or 109 LPA;

11.8.7 to carry out any sale, lease or other disposal of all or any part of the Charged Assets by conveying, transferring, assigning or leasing the same in the name of that Company and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, that Company;

11.8.8 to lease, make agreements for leases, accept surrenders of leases and grant options as the Chargee shall think fit and without the need to comply with any of the provisions of sections 99 and 100 LPA;

11.8.9 to take any such proceedings, in the name of that Company or otherwise, as he shall think fit in respect of the Charged Assets and/or income in respect of which he was appointed, including proceedings for recovery of Rental Income or other monies in arrears at the date of his appointment;

11.8.10 to enter into or make any such agreement, arrangement or compromise as he shall think fit;

11.8.11 to insure, and renew any insurances in respect of, the Charged Assets as he shall think fit, or as the Chargee shall direct;

11.8.12 to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit, including, without prejudice to the generality of the foregoing power, to employ his partners and firm;

11.8.13 to operate any rent review clause in respect of any property in respect of which he was appointed or any part of such property and to apply for any new or extended lease; and

11.8.14 to do all such other things as may seem to him to be incidental or conducive to any other power vested in him in the realisation of the security constituted by this debenture.

11.9 In making any sale or other disposal in the exercise of their respective powers, the Receiver, the Chargee or any Delegate may accept, as and by way of consideration for such sale or other disposal, cash, shares, loan capital or other obligations, including consideration fluctuating according to or dependent upon profit or turnover and consideration the amount of which is to be determined by a third party. Any such consideration may be receivable in a lump sum or by instalments and upon receipt by the Receiver, the Chargee or any Delegate shall be and become charged with the payment of the Secured Liabilities. Any contract for any such sale or other disposal by the Receiver, the Chargee or any Delegate may contain conditions excluding or restricting the personal liability of the Receiver, the Chargee and any Delegate.

11.10 Any Receiver appointed under this debenture shall be the agent of the relevant Company and the Companies shall be solely responsible for his acts and defaults and for his remuneration.

11.11 Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Companies (or failing such agreement to be fixed by the Chargee) without the restrictions contained in section 109 LPA.

11.12 Only monies actually paid by a Receiver to the Chargee in satisfaction or discharge of the Secured Liabilities shall be capable of being applied by the Chargee in satisfaction of the Secured Liabilities.

11.13 Neither the Chargee nor any Receiver or Delegate shall be liable in respect of all or any part of the Charged Assets or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless such loss or damage is caused by its or his gross negligence or wilful misconduct.

11.14 Neither the Chargee nor any Receiver or Delegate is obliged to take any particular action to collect the Receivables and neither shall be liable to the Companies for the manner in which it collects or fails to collect any Receivable.

11.15 Without prejudice to the generality of clause 11.13, entry into possession of the Charged Assets shall not render the Chargee or the Receiver or any Delegate liable to account as mortgagee in possession and if and whenever the Chargee or any Receiver or Delegate enters into possession of the Charged Assets, it shall be entitled, any time at its discretion, to go out of such possession.

11.16 All or any of the powers which are conferred by this debenture on a Receiver may be exercised by the Chargee or any Delegate without first appointing a Receiver or notwithstanding the appointment of any Receiver.

11.17 Except to the extent provided by law, none of the powers described in this clause 11 will be affected by an insolvency event in relation to the Companies.

12. **POWERS OF ENFORCEMENT**

12.1 An Administrator will have all the powers given to him under the Insolvency Act.

12.2 A Receiver may exercise in respect of the Charged Assets to which he is appointed:

12.2.1 the same powers to do, or to omit to do, in the name of and on behalf of the Companies, anything which the Companies themselves could have done or omitted to do with such Charged Assets were they not the subject of this debenture and the Companies were not in insolvency proceedings;

12.2.2 all or any powers given to receivers by the LPA but without any of the restrictions imposed upon the exercise of those powers by the LPA; and

12.2.3 notwithstanding that he is not an administrative receiver, all or any of the powers specified in schedule 1 to the Insolvency Act.

12.3 If more than one person is appointed to act as Receiver, each person may act severally, independently of any other, except to the extent that the Chargee states to the contrary in the appointment. References in this debenture to the Receiver are to each and all of them as appropriate.

12.4 If the Chargee enforces this debenture itself pursuant to clause 11.1.3 it will have the same powers as a Receiver in respect of those Charged Assets which are the subject of the enforcement.

12.5 Except to the extent provided by law, none of the powers described in this clause 12 will be affected by an insolvency event in relation to the Companies.

12.6 No purchaser from or other person dealing with the Chargee or with any Receiver or Delegate will be obliged or concerned:

12.6.1 to enquire whether the right of the Chargee to appoint a Receiver or Delegate or the rights of the Chargee or any Receiver or Delegate to exercise the powers conferred by this debenture in relation to the Charged Assets have arisen or become exercisable by the Chargee or by such Receiver or Delegate; nor

12.6.2 With notice to the contrary, or with the propriety of the exercise or purported exercise of those powers.

The title of such a purchase and the position of such a person will not be impeachable by reference to any of the above matters.

13. WAIVER OF DEFENCES

13.1 The guarantee contained in clause 2.2 (*Covenant to pay and guarantee*) shall be a continuing security to the Chargee.

13.2 The guarantee contained in clause 2.2 (*Covenant to pay and guarantee*) shall not be considered to be satisfied by any intermediate payment or satisfaction of the whole or any part of the Secured Liabilities, the Charge or the existence of any credit balance on any account maintained by any Company with the Chargee, but shall extend to cover any Secured Liabilities from time to time.

13.3 The obligations of the Companies pursuant to the guarantee contained in clause 2.2 (*Covenant to pay and guarantee*) shall not be prejudiced by:

13.3.1 any time or other indulgence granted by any Secured Party to any Company or any other person;

13.3.2 the liquidation, administration, administrative receivership, receivership, dissolution or other disability or incapacity of any Company or any other person;

13.3.3 any lack of or limitation upon the borrowing or other powers of any Company or the absence of authority on the part of any Company in respect of the Secured Liabilities;

13.3.4 any defect in or the invalidity or unenforceability of any other security or guarantee in favour of any Secured Party in respect of the obligations of any Company; or

13.3.5 any other matter which might operate to prevent any Secured Party enforcing the obligations of any Company as primary obligor.

13.4 The Chargee shall at all times, in its absolute discretion, be entitled to:

13.4.1 vary, renew, determine, extend or increase any facilities made available to the Companies; and

13.4.2 deal with, renew, vary, release, enforce or realise in any manner or to abstain from enforcing or perfecting on such terms as it deems fit any security or guarantee or other right which it may from time to time hold in respect of the Secured Liabilities,

in each case without prejudicing or limiting the obligations of the Companies pursuant to the guarantee contained in clause 2.2 (*Covenant to pay and guarantee*).

13.5 The Chargee may at any time place and keep for such period as it thinks fit any monies received by it from the Companies to the credit of a separate suspense account, without any obligation to apply such monies in and towards the discharge of the Secured Liabilities other monies payable pursuant to the guarantee contained in clause 2.2 (*Covenant to pay and guarantee*).

14. SUBORDINATION

14.1 If any Company is wound-up, the Chargee may prove in such winding up for all Secured Liabilities and shall be entitled to retain the whole of the distribution paid to it, to the exclusion of any rights of any Company, as guarantor in competition with the Chargee until the Chargee's claim has been satisfied in full.

14.2 No Company will seek to prove for any monies owing to it from any other Company in any winding up unless and until the Secured Liabilities, together with any other monies payable pursuant to the guarantee contained in clause 2, has been irrevocably repaid in full.

14.3 No Company will, without the prior written consent of the Chargee, take any promissory note, bill of exchange, mortgage, charge or other security, of any kind from any other Company in respect of its liability to the Chargee pursuant to the guarantee contained in clause 2.

15. **THE CHARGEE'S POWERS AND PROTECTIONS**

15.1 The powers and remedies conferred on the Chargee as a mortgagee by the LPA shall not be subject to any of the restrictions imposed by the LPA upon the exercise of those powers and remedies including those imposed by sections 103 and 109 LPA.

15.2 The Chargee may grant or accept surrenders of leases at a premium or otherwise and grant agreements or options for the same on such terms as it shall consider expedient and without the need to observe sections 99 and 100 LPA.

15.3 The restrictions on the right of consolidating mortgages contained in section 93 LPA will not apply to this debenture.

15.4 The Chargee will not be liable to account as mortgagee in possession of the Charged Assets or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever for which a mortgagee may be liable.

15.5 The Chargee is not obliged to take any particular action to collect any Company's Receivables and neither shall be liable to the Companies for the manner in which it collects or fails to collect such Receivables.

15.6 If the Chargee receives notice of any subsequent Security affecting the Charged Assets then the Chargee may open a new account for the Companies. If it does not open a new account then, unless it notifies the Companies otherwise, it shall be treated as if it had done so at the time when it received such notice. From that time onwards all payments received by the Chargee in or towards payment of the Secured Liabilities shall be credited (or be treated as having been credited) to the new account and will not reduce the amount then due from the Companies to the Chargee.

16. **APPLICATION OF MONIES**

16.1 All money received by the Chargee or any Receiver under this debenture will be applied in the following order:

16.1.1 firstly, in or towards payment of all costs, charges and expenses incurred in or incidental to the exercise or performance (or attempted exercise or performance) by the Chargee the powers or authorities conferred by or in any other way connected with this debenture;

16.1.2 secondly in or towards payment of liabilities having priority to the Secured Liabilities;

16.1.3 thirdly, in or towards payment to the Receiver of his remuneration fixed in accordance with this debenture;

16.1.4 fourthly, in or towards payment to the Chargee of the Secured Liabilities; and

16.1.5 fifthly, in payment to the Companies of any surplus (if any).

16.2 Any surplus shall not carry interest. The Receiver or the Chargee may pay any surplus into any of the Companies' bank accounts including an account opened specifically for such purpose. The Receivers or the Chargee shall then have no further liability for such surplus.

16.3 The Chargee or the Receiver may credit any monies received upon realisation of the Charged Assets to a suspense account for so long and on such basis as the Chargee or the Receiver may from time to time determine in order to preserve the Chargee's right to prove for the whole of its claim against any Company or any other person liable.

16.4 Any money received by the Companies under any insurance of the Charged Assets will be treated as part of the Charged Assets. It will be applied at the discretion of the Chargee either in reducing the Secured Liabilities or towards making good the loss or damage for which the money became payable. Any money received by the Companies under any insurance of the Charged Assets shall be held on trust for the Chargee pending such application.

17. **PROTECTION OF THIRD PARTIES**

17.1 Any person dealing with the Chargee or a Receiver may assume, unless he has actual knowledge to the contrary that:

17.1.1 the Chargee or such Receiver has the power to do the things which they purport to do; and

17.1.2 they are exercising their powers properly.

17.2 All the protections to purchasers by sections 104 and 107 LPA shall apply to any person purchasing from or dealing with any Receiver or the Chargee as if the Secured Liabilities had become due and the statutory power of sale and appointing a receiver in relation to the Charged Assets had arisen on the date of this debenture.

18. **CONTINUING AND ADDITIONAL SECURITY**

18.1 This debenture is a continuing security. It secures the ultimate balance of the Secured Liabilities despite any interim settlement of account until a final discharge of this debenture is given by the Chargee to the Companies.

18.2 The rights of the Chargee under this debenture are in addition to any other rights they may have against the Companies (or any other person in respect of the Secured Liabilities) under any other document, the general law or otherwise. The rights of the Chargee will not merge with or limit those other rights or be limited by them.

18.3 The Chargee is not obliged to make any claim or demand on the Companies or any other person or to enforce any guarantee, mortgage or other security now or in the future held by it before enforcing this debenture and no action taken or omitted in connection with any such right or instrument shall discharge, reduce or affect the Companies' liability to the Chargee. The Chargee does not have to account for any money or other asset received pursuant to any such right or instrument.

19. **EXPENSES AND INDEMNITIES**

19.1 The Companies will on demand pay all professionals' fees (including VAT) and any other costs, charges or expenses (on a full indemnity basis) incurred by the Chargee and any Administrator or Receiver in connection with the actual or attempted perfection, preservation, defence or enforcement of this debenture or the preservation or disposal of any Charged Assets or the exercise of any power under this debenture or any amendment, waiver, consent or release of this debenture.

19.2 The Companies will on demand indemnify the Chargee, any Administrator and any Receiver and any of its and their officers and employees and any attorney, agent or other person appointed by the Chargee under this debenture (each an **Indemnified Party**) in respect of all costs, losses, actions, claims, expenses, demands or liabilities whether in contract, tort, or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against any of them at any time relating to or arising directly or indirectly out of:

19.2.1 anything done or omitted to be done in the exercise or purported exercise of the powers contained in this debenture;

19.2.2 a claim of any kind (including one relating to the environment) made or asserted against any Indemnified Party which would not have arisen if this debenture had not been executed; or

19.2.3 any breach by the Companies of any of its obligations under this debenture,

unless, in the case of 19.2.1 and 19.2.2 it was caused by the gross negligence or wilful misconduct of the Indemnified Party.

19.3 Neither the Chargee nor any Administrator or Receiver nor any officer nor employee of either of them shall in any way be liable or responsible to the Companies for any loss or liability of any kind arising from any act or omission by it of any kind (whether as mortgagee in possession or otherwise) in relation to the Charged Assets, except to the extent caused by its own gross negligence or wilful misconduct.

20. **PAYMENTS**

20.1 The Chargee or any Receiver or Administrator may convert any money received under this debenture (including the proceeds of any previous conversion) into such currency as the Chargee or such Receiver may think fit in order to discharge the Secured Liabilities. Any such conversion shall be effected at the then prevailing spot selling rate of exchange of the Chargee's bankers for such other currency against the existing currency.

20.2 If the amount of the currency so converted is less than the amount of the Secured Liability concerned, the Companies will indemnify the Chargee in respect of that shortfall.

20.3 Any certificate signed by the Chargee as to any amount payable under this debenture at the date of such certificate shall, in the absence of manifest error, be conclusive evidence of such amount and be binding on the Companies.

20.4 All amounts payable by the Companies under this debenture will be paid in full without set off or other deduction unless required by law.

20.5 The Chargee may at any time without notice set off against any Secured Liabilities any amount owed by it to the Companies. The Chargee may effect such set off by transferring all or any part of any balance standing to the credit of any of the Companies' accounts with it to any other account or by combining or consolidating such accounts.

21. **DISCHARGE**

21.1 Upon the Secured Liabilities being irrevocably and unconditionally paid or discharged in full, the Chargee will, at the request and cost of the Companies, release this debenture. The Chargee will also re-assign or transfer to the Companies any Charged Assets which have been assigned or transferred to the Chargee.

21.2 If any payment by the Companies or any other person or any release given by the Chargee is avoided or adjusted pursuant to the Insolvency Act:

21.2.1 the Companies' liability for the Secured Liabilities will continue as if the payment, release, avoidance or adjustment had not occurred; and

21.2.2 the Chargee will be entitled to recover the value or amount of that payment or security from the Companies as if the payment, release, avoidance or adjustment had not occurred.

22. **TRANSFERS AND DISCLOSURES**

22.1 The Chargee may assign or transfer all or any part of its rights under this debenture in accordance with and subject to the provisions of the Facility Agreement.

22.2 No Company may assign, transfer, charge, make the subject of a trust or deal in any other manner with this debenture or any of its rights under this debenture or purport to do any of the same without the prior written consent of the Chargee.

23. **THIRD PARTY RIGHTS**

23.1 Subject to clause 23.2, a person who is not a party to this debenture shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon a provision of this debenture. No party to this debenture may hold itself out as trustee of any rights under this debenture for the benefit of any third party unless specifically provided for in this debenture.

23.2 The Indemnified Parties are entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this debenture which confers (expressly or impliedly) any benefit on any such Indemnified Party.

23.3 The Companies and the Chargee shall not be required to obtain the consent of the Indemnified Parties to the termination or variation of this debenture or to the waiver or settlement of any right or claim arising under it.

24. **NOTICES**

The provisions of clause 16 (*Notices*) of the Facility Agreement shall be deemed to be incorporated into this debenture, *mutatis mutandis*, as if the same were set out in full herein.

25. **GENERAL**

25.1 Any waiver, consent or approval given by the Chargee of or under this debenture shall only be effective if given in writing. Any such waiver, consent or approval shall then only apply for the purpose stated and be subject to any written terms and conditions imposed by the Chargee.

25.2 Each provision of this debenture is severable and distinct from the others. If at any time any provision of this debenture is or becomes unlawful, invalid or unenforceable to any extent or in any circumstances for any reason, it shall to that extent or in those circumstances be deemed not to form part of this debenture but (except to that extent or in those circumstances in the case of that provision) the legality, validity and enforceability of that and all other provisions of this debenture shall not be affected in any way.

25.3 If any provision of this debenture is found to be unlawful, invalid or unenforceable in accordance with clause 25.2 but would be lawful, valid or enforceable if some part of the provisions were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it lawful, valid or enforceable.

25.4 No failure or delay by the Chargee in exercising a right or remedy provided by this debenture or by law will constitute a waiver of that (or any other) right or remedy. No single or partial exercise, or non exercise or non-enforcement by the Chargee of any right or remedy provided by this debenture or by law prevents or restricts any further or other exercise or enforcement of that (or any other) right or remedy.

25.5 The Chargee may release or compromise the whole or any part of the liability of any one or more of the Companies under any provision of this debenture, or grant to any Company any time or other indulgence, without affecting the liability of any other Company. No waiver by the Chargee of, or delay in enforcing, any of the provisions of this debenture shall release any Company from the full performance of its remaining obligations under this debenture.

25.6 The rights, powers and remedies of the Chargee contained in this debenture are cumulative and not exclusive of any rights, powers or remedies provided by law.

25.7 This debenture may be executed in any number of counterparts, each of which when executed and delivered shall be an original. All the counterparts shall together constitute one and the same debenture, which shall be deemed executed when counterparts executed by the Chargee and all of the Companies are delivered.

26. **GOVERNING LAW AND JURISDICTION**

26.1 This debenture shall be governed by and interpreted in accordance with English law. Non-contractual obligations (if any) arising out of or in connection with this debenture (including its formation) shall be governed by English law.

26.2 The Companies and the Chargee agree to submit to the exclusive jurisdiction of the English Courts in relation to any claim or matter (whether contractual or non-contractual) arising under this debenture.

26.3 Each of the Companies and the Chargee irrevocably waives any objection which it might at any time have to the courts of England being nominated as the forum to decide any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this debenture (including non-contractual disputes and claims) and agrees not to claim that the courts of England are not a convenient or appropriate forum.

THE COMPANIES have executed this debenture as a deed and delivered it on the date first set out above.

SCHEDULE 1

Companies

Name	Registered number
Vacuum Furnace Engineering Limited	01920664
Seafox VFE 2 Limited	09307990

SCHEDULE 2

Property

Description and title numbers

(intentionally left blank)

SIGNATURES

THE COMPANIES

EXECUTED and **DELIVERED** as a **DEED** by **VACUUM FURNACE ENGINEERING LIMITED** acting by a director in the presence of:

[redacted]
Director
A LUMLEY

Witness Signature [redacted]

Witness Name N J SHERRINGTON

Address [redacted]

Occupation

EXECUTED and **DELIVERED** as a **DEED** by **SEAFOX VFE 2 LIMITED** acting by a director in the presence of:

[redacted]
Director
A LUMLEY

Witness Signature [redacted]

Witness Name N J SHERRINGTON

Address [redacted]

Occupation

THE CHARGEE

SIGNED by an authorised signatory for and on behalf of **MAVEN MEIF (WM) GP (ONE) LIMITED** in its capacity as general partner of **MEIF WM DEBT LP**:

.....
Authorised signatory

SIGNATURES

THE COMPANIES

EXECUTED and **DELIVERED** as a **DEED** by **VACUUM FURNACE ENGINEERING LIMITED** acting by a director in the presence of:)
)
)
)

.....
Director

Witness Signature

Witness Name

Address

Occupation

EXECUTED and **DELIVERED** as a **DEED** by **SEAFOX VFE 2 LIMITED** acting by a director in the presence of:)
)
)
)

.....
Director

Witness Signature

Witness Name

Address

Occupation

THE CHARGEE

SIGNED by an authorised signatory for and on behalf of **MAVEN MEIF (WM) GP (ONE) LIMITED** in its capacity as general partner of **MEIF WM DEBT LP**:)
)
)

[redacted]
Authorised signatory