



Registration of a Charge

Company name: **SARNIA CHICHESTER LIMITED**

Company number: **11870415**

Received for Electronic Filing: **04/04/2019**



X82OB3GX

Details of Charge

Date of creation: **27/03/2019**

Charge code: **1187 0415 0002**

Persons entitled: **JDI DEVELOPMENT FINANCE 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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **NICOLA PIPER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11870415

Charge code: 1187 0415 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th March 2019 and created by SARNIA CHICHESTER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th April 2019 .

Given at Companies House, Cardiff on 5th April 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**

Date:

27th March

2019

- (1) Sarnia Chichester Limited
- (2) JDI Development Finance Limited

Debenture

relating to

Sarnia Chichester Limited

TRETHOWANS

SOLICITORS

The Pavilion

Botleigh Grange Business Park

Hedge End

Southampton

SO30 2AF

Ref: JRE/355639

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THIS DEED is dated

27th March

2019

PARTIES

- (1) **SARNIA CHICHESTER LIMITED** incorporated and registered in England and Wales with company number 11870415 whose registered office is at 16-18 Barnes Wallis Road, Fareham, Hampshire, United Kingdom, PO15 5TT (**Borrower**); and
- (2) **JDI DEVELOPMENT FINANCE LIMITED**, incorporated and registered in England and Wales with company number 11642215 whose registered office is at Larch House, Parklands Business Park, Denmead, Hampshire PO7 6XP (**Lender**).

BACKGROUND

Under this deed, the Borrower provides security to the Lender for all its present and future obligations and liabilities to the Lender.

1 DEFINITIONS AND INTERPRETATION

1.1 In this debenture unless the context otherwise requires:

Administrator means an administrator appointed to manage the affairs, business and property of the Borrower pursuant to paragraph 15 of Schedule 3;

Business Day means a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

Charged Property means all the assets, property and undertaking for the time being subject to the security interests created by this debenture (and references to the **Charged Property** include references to any part of it);

Costs means all costs, charges, expenses and liabilities of any kind including costs and damages in connection with litigation, professional fees, disbursements and any value added tax charged on Costs;

Encumbrance means any mortgage, charge (whether fixed or floating, legal or equitable), option, pledge, lien, hypothecation, assignment by way of security, licence, 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 security interest securing any obligation of any person or any other agreement or arrangement, whether conditional or otherwise, having a similar effect;

Equipment means all present and future computer and other equipment, plant, machinery, tools, vehicles, furniture, furnishings, fittings, installations, consumables, devices and apparatus and other tangible moveable property and chattels for the time being owned by the Borrower, wherever situated, including any part of it and all spare parts, replacements, modifications and additions;

Facility Agreement means the facility agreement of entered into on or around the date of this debenture between the Lender and the Borrower for the provision of loan facilities (if any);

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);

Group means in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a **member of the Group**;

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

Receiver means a receiver and/or manager of any or all of the Charged Property appointed under paragraph 6 of Schedule 3;

Secured Liabilities means all present and future monies, obligations and liabilities owed by the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, including under or in connection with the Facility Agreement or this debenture (including those arising under clause 12.3) together with all interest (including default interest) accruing in respect of such monies or liabilities;

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

Security Period means the period starting on the date of this debenture and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

- 1.2 Unless the context otherwise requires a reference to a clause or Schedule is to a clause or Schedule of or to this debenture and headings shall not affect the interpretation of this debenture.
- 1.3 Unless the context otherwise requires words denoting the singular shall include the plural and vice versa, references to any gender shall include all other genders and references to persons shall include bodies corporate, unincorporated associations and partnerships in each case whether or not having a separate legal personality.
- 1.4 A reference to **party** shall include that party's successors, permitted assigns and permitted transferees.
- 1.5 References in this debenture to any statute, statutory provision, EC Directive or treaty include a reference to that statute, statutory provision, EC Directive or treaty as amended, extended, consolidated or replaced from time to time (whether before or after the date of this debenture) and include any order, regulation, instrument or other subordinate legislation made under the relevant statute, statutory provision, EC Directive or treaty. Any reference to a statute or statutory provision is a reference to such statute or provision in the United Kingdom and not any other jurisdiction.

- 1.6 Any reference to **writing** or **written** excludes faxes and email (unless otherwise expressly provided in this debenture).
- 1.7 A reference to **this debenture** (or any provision of it) or to any other agreement or document referred to in this debenture is a reference to this debenture, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this debenture) from time to time.
- 1.8 Any references to the word **include** or **including** (or similar phrases) are to be construed without limitation.
- 1.9 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), a company shall be treated as a member of another company even if its shares in that other company are registered in the name of:
- 1.9.1 another person (or its nominee), by way of security or in connection with the taking of security; or
 - 1.9.2 its nominee.
- 1.10 A reference to:
- 1.10.1 an **amendment** includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly);
 - 1.10.2 **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
 - 1.10.3 **authorisation** includes an authorisation, consent, licence, approval, resolution, exemption, filing, registration and notarisation; or
 - 1.10.4 a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation
- 1.11 **Clawback:** If the Lender considers that an amount is capable of being avoided or otherwise set aside on liquidation or administration of the Borrower or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this debenture.
- 1.12 **Nature of security over real property:** A reference in this debenture to a charge or mortgage of any freehold, leasehold or commonhold property includes:
- 1.12.1 all buildings and fixtures (including trade and tenant's fixtures) which are at any time situated on that property;
 - 1.12.2 the proceeds of sale of any part of that property; and
 - 1.12.3 the benefit of any covenants for title given or entered into by any predecessor in title of the Borrower in respect of that property or any monies paid or payable in respect of those covenants.

- 1.13 Law of Property (Miscellaneous Provisions) Act 1989: For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 the terms of the Facility Agreement and of any side letters between any parties in relation to the Facility Agreement are incorporated in this debenture.
- 1.14 Insolvency Act 1986: Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (as inserted by section 248 of, and Schedule 16 to, the Enterprise Act 2002) applies to the floating charge created by this debenture and each such floating charge is a qualifying floating charge for the purposes thereof.

2 COVENANT TO PAY

- 2.1 The Borrower shall on demand pay to the Lender and discharge the Secured Liabilities when they become due.

3 GRANT OF SECURITY

- 3.1 Charging clause: As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee:

3.1.1 charges to the Lender, by way of first legal mortgage, all the Properties and the fixed plant and machinery owned by the Borrower and from time to time in or on such properties and the proceeds of sale of such assets;

3.1.2 charges to the Lender, by way of first fixed charge:

- (a) all Properties acquired by the Borrower in the future;
- (b) all present and future interests of the Borrower not effectively mortgaged or charged under the preceding provisions of this clause 3 in or over freehold or leasehold property;
- (c) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties;
- (d) all licences, consents and authorisations, statutory or otherwise, held or required in connection with the Borrower's business or the use of any Charged Property and all rights in connection with them;
- (e) all present and future goodwill and uncalled capital for the time being of the Borrower;
- (f) 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 Borrower 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 Borrower 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;

- (g) all book debts and other debts of the Borrower present and future and the proceeds of payment or realisation of each of them; and
 - (h) all Equipment; and
- 3.1.3 charges to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned pursuant to clause 3.1.1 and clause 3.1.2.
- 3.2 Automatic conversion of floating charge: The floating charge created by clause 3.1.3 shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if:
 - 3.2.1 the Borrower:
 - (a) creates, or attempts to create, over all or any part of the Charged Property an Encumbrance without the prior written consent of the Lender or any trust in favour of another person; or
 - (b) disposes or attempts to dispose of all or any part of the Charged Property (other than property subject only to the floating charge while it remains uncrystallised which property may be disposed of in the ordinary course of business); or
 - 3.2.2 a receiver is appointed over all or any of the Charged Property that is subject to the floating charge; or
 - 3.2.3 any person levies or attempts to levy any distress, attachment, execution or other process against all or any part of the Charged Property; or
 - 3.2.4 the Lender receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Borrower.
- 3.3 Conversion of floating charge by notice: The Lender may in its sole discretion at any time by written notice to the Borrower convert the floating charge created under this debenture into a fixed charge as regards any part of the Charged Property specified by the Lender in that notice.
- 3.4 Assets acquired after any floating charge crystallisation: Any asset acquired by the Borrower after any crystallisation of the floating charge created under this debenture 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.
- 4 LIABILITY OF BORROWER**
- 4.1 Liability not discharged: The liability of the Borrower under this debenture in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:
 - 4.1.1 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;

- 4.1.2 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
 - 4.1.3 any other act or omission which but for this provision might have discharged or otherwise prejudiced or affected the liability of the Borrower.
- 4.2 Immediate recourse: The Borrower 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 debenture against the Borrower.

5 REPRESENTATIONS AND WARRANTIES

- 5.1 The Borrower represents and warrants to the Lender on the following terms:
 - 5.1.1 the Borrower is the legal and beneficial owner of the Charged Property free from any Encumbrance other than the Encumbrances created by this debenture;
 - 5.1.2 the Borrower has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Property or any interest in it;
 - 5.1.3 there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever, which materially adversely affect the Charged Property;
 - 5.1.4 there is no breach of any law or regulation, which materially adversely affects the Charged Property;
 - 5.1.5 no facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use;
 - 5.1.6 nothing has arisen or has been created or is subsisting, which would be an overriding interest in any Property; and
 - 5.1.7 no Encumbrance expressed to be created by this debenture is liable to be avoided or otherwise set aside on the liquidation or administration of the Borrower or otherwise.
- 5.2 The representations and warranties set out in 5.1 are made on the date of this debenture and shall be deemed to be made on each day of the Security Period with reference to the facts and circumstances then existing.

6 COVENANTS

- 6.1 The Borrower covenants with the Lender during the continuance of the security constituted by this debenture in the terms set out in Schedule 1.

7 POWERS OF THE LENDER

- 7.1 The Lender shall have the powers set out in Schedule 2.

8 ENFORCEMENT

- 8.1 Enforcement events: The security constituted by this debenture shall be immediately enforceable in any of the circumstances set out in paragraph 1 of Schedule 3. The parties to this debenture agree that the provisions of Schedule 3 shall apply to this debenture and shall be binding between them.
- 8.2 Receiver's powers: A Receiver shall have, in addition to the powers conferred on receivers by statute, the further powers set out in Schedule 4.
- 8.3 Right of appropriation: To the extent that the Charged Property constitutes Financial Collateral and this debenture and the obligations of the Borrower hereunder constitute a Security Financial Collateral Arrangement, the Lender shall have the right, at any time after the security constituted by this debenture has become enforceable, to appropriate all or any of that Charged Property 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 Property appropriated in accordance with this clause shall be the price of that Charged Property 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 Borrower agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

9 COSTS AND INDEMNITY

- 9.1 Costs: The Borrower 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:
- 9.1.1 protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's or the Receiver's rights under this debenture; or
 - 9.1.2 suing for, or recovering, any of the Secured Liabilities,
- (including, without limitation, the Costs of any proceedings in relation to this debenture or the Secured Liabilities) together with, in the case of clause 9.1.1 and clause 9.1.2, interest on the amount due at the relevant default rate(s) of interest of the principal sum to which the demand most directly relates under the Facility Agreement or otherwise (as the case may be).
- 9.2 Indemnity: The Lender and any Receiver and their respective employees and agents shall be indemnified on a full indemnity basis out of the Charged Property in respect of all actions, liabilities and Costs incurred or suffered in or as a result of:
- 9.2.1 the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this debenture;
 - 9.2.2 any matter or thing done or omitted to be done in relation to the Charged Property under those powers; or
 - 9.2.3 any default or delay by the Borrower in performing any of its obligations under this debenture.

10 RELEASE

- 10.1 Release: Subject to clause 12.3, upon the expiry of the Security Period (but not otherwise) the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to release the Charged Property from the security constituted by this debenture.

11 ASSIGNMENT AND TRANSFER

- 11.1 The Borrower shall not assign any of its rights or transfer any of its rights or obligations under this debenture. The Lender may assign the benefit of this debenture and any document referred to in to any member of its Group.

12 FURTHER PROVISIONS

- 12.1 Independent security: This debenture shall be in addition to and independent of every other security or guarantee which the Lender may at any time hold for any of the Secured Liabilities and no prior security held by the Lender over the whole or any part of the Charged Property shall merge in or prejudice the security created by this debenture or any other contractual or legal rights of the Lender.

- 12.2 Continuing security: This debenture shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or other matter or thing whatsoever, unless and until the Lender discharges this debenture in writing.

- 12.3 Discharge conditional: Any release, discharge or settlement between the Borrower and the Lender shall be deemed conditional upon no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise and, notwithstanding any such release, discharge or settlement:

12.3.1 the Lender or its nominee shall be at liberty to retain this debenture and the security created by or pursuant to this debenture, including all certificates and documents relating to the whole or any part of the Charged Property, for such period as the Lender shall deem necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and

12.3.2 the Lender shall be entitled to recover the value or amount of such security or payment from the Borrower subsequently as if such release, discharge or settlement had not occurred.

- 12.4 Certificates: A certificate or determination by the Lender as to any amount for the time being due to it from the Borrower shall (in the absence of any manifest error) be conclusive evidence of the amount due.

- 12.5 Rights cumulative: The rights and powers of the Lender conferred by this debenture 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.

- 12.6 Waivers: Any waiver or variation of any right by the Lender (whether arising under this debenture 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.

- 12.7 Further exercise of rights: 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 debenture or constitute a suspension or variation of any such right or power.
- 12.8 Delay: No delay or failure to exercise any right or power under this debenture shall operate as a waiver.
- 12.9 Single or partial exercise: No single or partial exercise of any right under this debenture shall prevent any other or further exercise of that or any other such right.
- 12.10 Consolidation: The restriction on the right of consolidation contained in section 93 of the Law of Property Act 1925 shall not apply to this debenture.
- 12.11 Partial invalidity: The invalidity, unenforceability or illegality of any provision (or part of a provision) of this debenture 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.
- 12.12 Counterparts: This debenture 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.
- 12.13 Third party rights: Except as expressly set out in this debenture, 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 debenture.
- 12.14 Perpetuity period: If the rule against perpetuities applies to any trust created by this debenture, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

13 NOTICES

- 13.1 Any notice or other communication to be served under this debenture must be in writing and may be:
 - 13.1.1 delivered personally;
 - 13.1.2 sent by sent by first class "Royal Mail Signed For" service or any successor service; or
 - 13.1.3 sent by electronic mail:
 - (a) in the case of notice to the Lender, to Dan Richards at dan.richards@justdevelop.it (or such other email address as is notified by the Lender to the Borrower from time to time); or

- (b) in the case of notice to the Borrower, to Luke Fryer at luke@herringate.com (or such other email address as is notified by the Borrower to the Lender from time to time),

and, unless otherwise stated above, shall be served on the party at its address appearing in this debenture or at such other address as it may have notified to the other parties in accordance with this clause 13.

13.2 Any notice or document shall be deemed to have been served:

13.2.1 if delivered personally, at the time of delivery if delivered during a Business Day or at the start of the next Business Day if delivered at any other time; or

13.2.2 if posted by first class "Royal Mail Signed For" service (or any successor service), at 10.00 a.m. on the second Business Day after it was put into the post; or

13.2.3 if sent by electronic mail, at the time that a message confirming delivery has been received.

13.3 References in this clause 13 to a particular time of day are references to that time of day at the address for service of the recipient party.

14 GOVERNING LAW AND JURISDICTION

14.1 This debenture 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.

14.2 Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) that arises out of or in connection with this debenture 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.

SCHEDULE 1

Covenants

1 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

- 1.1 The Borrower shall not at any time, except with the prior written consent of the Lender:
- 1.1.1 create, purport to create or permit to subsist any Encumbrance on, or in relation to, any Charged Property other than any Encumbrances created by this debenture; or
 - 1.1.2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property, except for the disposal in the ordinary course of business of any of the Charged Property subject to the floating charge created under this debenture; or
 - 1.1.3 create or grant (or purport to create or grant) any interest in any Charged Property in favour of a third party.

2 TRADING AND PRESERVATION OF CHARGED PROPERTY

- 2.1 The Borrower shall:
- 2.1.1 carry on its trade and business in accordance with the standards of good management from time to time current in such trade or business on those parts (if any) of the Properties as are, or may be, used for the purposes of trade or business;
 - 2.1.2 not deal with its book debts and other debts otherwise than by collecting them in the ordinary course of its business; and
 - 2.1.3 not 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 Property or the effectiveness of the security created by this debenture.

3 STATUTORY COMPLIANCE

The Borrower shall comply with all statutes, byelaws and regulations relating to its trade or business and the whole or any part of the Charged Property.

4 PROVISION OF INFORMATION

- 4.1 The Borrower shall:
- 4.1.1 promptly provide to the Lender whatever information, documents or papers relating to the Charged Property as the Lender may from time to time request; and
 - 4.1.2 inform the Lender promptly of any acquisition by the Borrower of, or contract made by the Borrower to acquire, any freehold, leasehold or other interest in Property.

5 INSURANCE

5.1 The Borrower shall:

- 5.1.1 insure and keep insured all of its undertaking and assets with reputable and responsible insurers previously approved by the Lender for their full reinstatement cost and otherwise in such manner and to such extent as is reasonable and customary for an enterprise engaged in the same or similar business and in the same or similar localities against such risks and contingencies as the Lender shall from time to time request;
- 5.1.2 procure that the interest of the Lender is noted on all its policies of insurance in such manner as the Lender may in its absolute discretion require; and
- 5.1.3 duly and punctually pay all premiums and any other monies necessary for maintaining its insurance in full force and effect.

5.2 The Borrower shall hold in trust for the Lender all money received under any insurance of the whole or any part of the Charged Property and apply all monies received by virtue of any such insurance in making good or in recouping expenditure incurred in making good any loss or damage, or in such other manner as the Borrower and the Lender shall agree.

6 REPAIR

6.1 The Borrower shall, provided it is practicable to do so (and where it is uneconomic to repair any part of the Charged Property, such part shall instead be replaced by another similar asset of equal or greater quality and value):

- 6.1.1 subject to paragraph 6.1.2 below (the provisions of which shall take precedence over this paragraph), except with prior written consent of the Lender and subject to such conditions imposed by such consent, at all times keep in good and substantial repair and condition all the Charged Property including, without limitation, all buildings, erections, structures and fixtures and fittings on and in the Property; and
- 6.1.2 keep all Equipment in good repair, working order and condition and fit for its purpose.

7 NOTICE OF BREACH

7.1 The Borrower shall promptly upon becoming aware of the same give the Lender notice in writing of any breach of:

- 7.1.1 any representation or warranty set out in clause 5; and
- 7.1.2 any covenant set out in this Schedule 1.

8 TITLE DOCUMENTS

The Borrower shall on the execution of this debenture (or, if later, the date of acquisition of the relevant Charged Property) deposit with the Lender and the Lender shall during the continuance of this debenture be entitled to hold all deeds and documents of title relating to the Charged Property which are in the possession or control of the Borrower (and, if not

within the possession and/or control of the Borrower, the Borrower undertakes to obtain possession of all such deeds and documents of title).

9 FURTHER ASSURANCE

The Borrower, at its own cost, shall prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as the Lender may reasonably require) in favour of the Lender as the Lender shall in its absolute discretion from time to time require over all or any part of the Charged Property and give all notices, orders and directions which the Lender may require in its absolute discretion for perfecting, protecting or facilitating the realisation of its security over the Charged Property.

10 INSPECTION

The Borrower shall permit the Lender and any Receiver and any person appointed by either of them to enter upon and inspect any Property during normal business hours upon reasonable prior notice.

11 BORROWER'S WAIVER OF SET-OFF

The Borrower waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by the Borrower under this debenture).

SCHEDULE 2

Powers of Lender

1 POWER TO REMEDY

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

2 EXERCISE OF RIGHTS

The rights of the Lender under paragraph 1 of this Schedule 2 are without prejudice to any other rights of the Lender under this debenture or otherwise and the exercise of those rights shall not make the Lender liable to account as a mortgagee in possession.

3 POWER TO DISPOSE OF CHATTELS

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

3.1.1 may dispose of any chattels or produce found on any Property as agent for the Borrower; and

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

4 PRIOR ENCUMBRANCES

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

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

4.1.2 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 Borrower 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 Borrower and shall bear interest and be secured as part of the Secured Liabilities.

5 LENDER'S SET-OFF RIGHTS

5.1 If the Lender shall have more than one account for the Borrower in its books the Lender may at any time after:

5.1.1 the security constituted by this debenture has become enforceable; or

5.1.2 the Lender has received notice of any subsequent Encumbrance or other interest affecting all or any part of the Charged Property

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 Borrower of the transfer once made.

6 INDULGENCE

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 debenture (whether or not such person or persons are jointly liable with the Borrower) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this debenture or to the liability of the Borrower for the Secured Liabilities.

SCHEDULE 3

Enforcement

1 ENFORCEMENT EVENTS

1.1 This debenture shall be enforceable if:

- 1.1.1 any of the Secured Liabilities shall not be paid or discharged when the same ought to be paid or discharged by the Borrower (whether on demand or at scheduled maturity or by acceleration or otherwise, as the case may be); or
- 1.1.2 the Borrower shall be in breach of any of its obligations under this debenture or under any other agreement between the Borrower and the Lender and that breach (if capable of remedy) has not been remedied to the reasonable satisfaction of the Lender within 10 Business Days of notice by the Lender to the Borrower to remedy the breach;
- 1.1.3 the Borrower:
 - (a) becomes unable to pay its debts as they fall due (and/or the value of the Borrower's assets is less than the amount of its liabilities, taking into account the Borrower's contingent and prospective liabilities); or
 - (b) commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness; or
 - (c) makes a general assignment for the benefit of, or a composition with, its creditors; or
- 1.1.4 the Borrower passes any resolution or takes any corporate action or a petition is presented or proceedings are commenced or any action is taken by any person for its winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrative receiver, administrator, trustee or similar officer of it or of any or all of its revenues and assets; or
- 1.1.5 a distress, execution, attachment or other legal process is levied or enforced upon or sued against all or any part of the assets of the Borrower and remains undischarged for five Business Days; or
- 1.1.6 any event occurs in relation to the Borrower that is analogous to those set out in paragraph 1.1.3, paragraph 1.1.4 or paragraph 1.1.5 of this Schedule 3; or
- 1.1.7 any representation, warranty or statement made or deemed to be made by the Borrower under this debenture is or proves to have been incorrect or misleading when made or deemed to be made; or
- 1.1.8 an Event of Default (as defined in the Facility Agreement) occurs (or similar term or event occurs) under any other facility agreement entered into between the Borrower and the Lender or any loan or facility agreement which forms part of the Secured Liabilities.

and in any such event (whether or not the event is continuing), without prejudice to any other rights of the Lender, the powers of sale under the Law of Property Act 1925 shall immediately be exercisable and the Lender may in its absolute discretion enforce all or any part of the security created by this debenture as it sees fit.

2 STATUTORY POWER OF SALE

The powers of sale conferred upon mortgagees under the Law of Property Act 1925 shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this debenture, but the Lender shall not exercise such power of sale until the security constituted by this debenture has become enforceable under paragraph 1 of this Schedule 3.

3 EXTENSION OF STATUTORY POWERS

The statutory powers of sale, leasing and accepting surrenders conferred upon mortgagees under the Law of Property Act 1925 and/or by any other statute shall be exercisable by the Lender under this debenture and are extended so as to authorise the Lender whether in its own name or in that of the Borrower to make any lease or agreement for lease, accept surrenders of lease or grant any option of the whole or any part or parts of the freehold and leasehold property of the Borrower with whatever rights relating to other parts of it and containing whatever covenants on the part of the Borrower and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Lender thinks fit.

4 PROTECTION OF THIRD PARTIES

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

4.1.1 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

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

5 NO LIABILITY AS MORTGAGEE IN POSSESSION

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 Property 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 Property for which a mortgagee in possession might as such be liable.

6 APPOINTMENT OF RECEIVER

6.1 At any time after the security constituted by this debenture has become enforceable, or at the request of the Borrower, the Lender may without further notice:

6.1.1 appoint by way of deed, or otherwise in writing, any one or more person or persons to be a receiver or a receiver and manager of all or any part of the Charged Property; and

- 6.1.2 (subject to section 45 of the Insolvency Act 1986) from time to time by way of deed, or otherwise in writing, remove any person appointed to be Receiver and may in like manner appoint another in his place.

Where more than one person is appointed Receiver, they will have power to act separately (unless the appointment by the Lender specifies to the contrary).

- 6.2 The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the Law of Property Act 1925 and the remuneration of the Receiver shall be a debt secured by this debenture which shall be due and payable by the Borrower immediately upon its being paid by the Lender.

7 POWERS ADDITIONAL

- 7.1 The powers of sale and appointing a Receiver conferred by this debenture shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the Law of Property Act 1925 or otherwise and shall be exercisable without the restrictions contained in sections 103 and 109 of the Law of Property Act 1925 or otherwise.
- 7.2 The power to appoint a Receiver (whether conferred by this debenture or by statute) shall be and remain exercisable by the Lender notwithstanding any prior appointment in respect of all or any part of the Charged Property.

8 AGENT OF THE BORROWER

Any Receiver appointed by the Lender under this debenture shall be the agent of the Borrower and the Borrower shall be solely responsible for his acts and remuneration as well as for any defaults committed by him.

9 POWERS OF RECEIVER

Any Receiver appointed by the Lender under this debenture shall in addition to the powers conferred on him by the Law of Property Act 1925 and the Insolvency Act 1986 have power to do all such acts and things as an absolute owner could do in the management of such of the Charged Property over which the Receiver is appointed and in particular the powers set out in Schedule 4.

10 ORDER OF APPLICATION OF PROCEEDS

- 10.1 All monies received by the Lender or a Receiver in the exercise of any enforcement powers conferred by this debenture shall be applied:
- 10.1.1 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);
 - 10.1.2 second in paying the remuneration of any Receiver (as agreed between him and the Lender);
 - 10.1.3 third in or towards discharge of the Secured Liabilities in such order and manner as the Lender shall determine; and
 - 10.1.4 finally in paying any surplus to the Borrower or any other person entitled to it.

11 **SECTION 109(8) LAW OF PROPERTY ACT 1925**

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

12 **SUSPENSE ACCOUNT**

All monies received by the Lender or a Receiver under this debenture may, at the discretion of the Lender or Receiver, be credited to any suspense or securities realised account and shall bear interest at such rate, if any, as may be agreed in writing between the Lender and the Borrower and may be held in such account for so long as the Lender or Receiver thinks fit.

13 **POWER OF ATTORNEY**

- 13.1 By way of security the Borrower irrevocably appoints the Lender and every Receiver separately to be the attorney of the Borrower and in its name and on its behalf and as its act and deed to execute any documents, and do any acts and things which:

13.1.1 the Borrower is required to execute and do under this debenture; and/or

13.1.2 any attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by this debenture or by law on the Lender or any Receiver.

14 **RATIFICATION OF ACTS OF ATTORNEY**

The Borrower 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 paragraph 13 of this Schedule 3.

15 **APPOINTMENT OF AN ADMINISTRATOR**

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

- 15.2 Any appointment under this paragraph 15 shall:

15.2.1 be in writing signed by a duly authorised signatory of the Lender; and

15.2.2 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.

- 15.3 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 paragraph 15 and appoint under that paragraph a replacement for any Administrator whose appointment ends for any reason.

SCHEDULE 4

Further Powers of Receiver

1 TO REPAIR AND DEVELOP PROPERTIES

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

2 TO SURRENDER LEASES

A Receiver may grant or accept surrenders of any leases or tenancies affecting the Properties upon such terms and subject to such conditions as he thinks fit.

3 TO EMPLOY PERSONNEL AND ADVISORS

A Receiver may provide services and employ, or engage, such managers, contractors and other personnel and professional advisors on such terms as he deems expedient.

4 TO MAKE VAT ELECTIONS

A Receiver may make such elections for value added tax purposes as he thinks fit.

5 TO CHARGE REMUNERATION

A Receiver may charge and receive such sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) as the Lender may prescribe or agree with him.

6 TO REALISE CHARGED PROPERTY

A Receiver may collect and get in the Charged Property in respect of which he is appointed or any part thereof and for that purpose make such demands and take any proceedings as may seem expedient and to take possession of the Charged Property with like rights.

7 TO MANAGE OR RECONSTRUCT THE BORROWER'S BUSINESS

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

8 TO DISPOSE OF CHARGED PROPERTY

A Receiver may grant options and licences over all or any part of the Charged Property, sell or concur in selling, assign or concur in assigning, lease or concur in leasing and accept or concur in accepting surrenders of leases of, all or any of the property of the Borrower in respect of which he is appointed in such manner and generally on such terms and conditions as he thinks fit (fixtures and plant and machinery may be severed and sold separately from the premises in which they are contained without the consent of the Borrower) and to carry any such sale, assignment, leasing or surrender into effect. Any such sale may be for such consideration as he shall think fit and he may promote or concur in promoting a company to purchase the property to be sold.

9 TO MAKE SETTLEMENTS

A Receiver may make any arrangement, settlement or compromise between the Borrower and any other person which he may think expedient.

10 TO IMPROVE EQUIPMENT

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

11 TO MAKE CALLS ON BORROWER MEMBERS

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

12 TO APPOINT STAFF AND AGENTS

A Receiver may 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.

13 TO INSURE

A Receiver may, if he thinks fit effect with any insurer any policy or policies of insurance either in lieu or satisfaction of, or in addition to, such insurance.

14 LAW OF PROPERTY ACT 1925

A Receiver may 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.

15 TO BORROW

A Receiver may for any of the purposes authorised by this Schedule 4 raise money by borrowing from the Lender or from any other person on the security of all or any of the Charged Property in respect of which he is appointed upon such terms (including if the Lender shall consent to terms under which such security ranks in priority to this debenture) as he shall think fit.

16 TO REDEEM PRIOR ENCUMBRANCES

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

17 INCIDENTAL POWERS

A Receiver may do all such other acts and things as he may consider incidental or conducive to any of the matters or powers in this Schedule 4 or which he lawfully may or can do as agent for the Borrower.

18 SCOPE OF POWERS

Any exercise of any of these powers may be on behalf of the Borrower, the directors of the Borrower (in the case of the power contained in paragraph 11 of this Schedule 4) or himself.

Executed as a Deed by
Sarnia Chichester Limited acting by

in the presence of:


}

Director

Witness's signature

Name

Address


ANDREW RAFFERTY LL.B
Solicitor
Bramsdon and Childs
141 Elm Grove
Southsea, Portsmouth
PO5 1HR

Occupation

Signed as a Deed by
JDI Development Finance Limited
acting by

in the presence of:

}

Witness's signature

Name

Address

Occupation

Date: *27 March* 2019

- (1) **Sarnia Chichester Limited**
- (2) **JDI Development Finance Limited**

Debenture

relating to

Sarnia Chichester Limited

TRETHOWANS

SOLICITORS
The Pavilion
Botleigh Grange Business Park
Hedge End
Southampton
SO30 2AF
Ref: JRE/355639

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THIS DEED is dated

27 March

2019

PARTIES

- (1) **SARNIA CHICHESTER LIMITED** incorporated and registered in England and Wales with company number 11870415 whose registered office is at 16-18 Barnes Wallis Road, Fareham, Hampshire, United Kingdom, PO15 5TT (**Borrower**); and
- (2) **JDI DEVELOPMENT FINANCE LIMITED**, incorporated and registered in England and Wales with company number 11642215 whose registered office is at Larch House, Parklands Business Park, Denmead, Hampshire PO7 6XP (**Lender**).

BACKGROUND

Under this deed, the Borrower provides security to the Lender for all its present and future obligations and liabilities to the Lender.

1 DEFINITIONS AND INTERPRETATION

1.1 In this debenture unless the context otherwise requires:

Administrator means an administrator appointed to manage the affairs, business and property of the Borrower pursuant to paragraph 15 of Schedule 3;

Business Day means a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

Charged Property means all the assets, property and undertaking for the time being subject to the security interests created by this debenture (and references to the **Charged Property** include references to any part of it);

Costs means all costs, charges, expenses and liabilities of any kind including costs and damages in connection with litigation, professional fees, disbursements and any value added tax charged on Costs;

Encumbrance means any mortgage, charge (whether fixed or floating, legal or equitable), option, pledge, lien, hypothecation, assignment by way of security, licence, 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 security interest securing any obligation of any person or any other agreement or arrangement, whether conditional or otherwise, having a similar effect;

Equipment means all present and future computer and other equipment, plant, machinery, tools, vehicles, furniture, furnishings, fittings, installations, consumables, devices and apparatus and other tangible moveable property and chattels for the time being owned by the Borrower, wherever situated, including any part of it and all spare parts, replacements, modifications and additions;

Facility Agreement means the facility agreement of entered into on or around the date of this debenture between the Lender and the Borrower for the provision of loan facilities (if any);

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);

Group means in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a **member of the Group**;

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

Receiver means a receiver and/or manager of any or all of the Charged Property appointed under paragraph 6 of Schedule 3;

Secured Liabilities means all present and future monies, obligations and liabilities owed by the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, including under or in connection with the Facility Agreement or this debenture (including those arising under clause 12.3) together with all interest (including default interest) accruing in respect of such monies or liabilities;

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

Security Period means the period starting on the date of this debenture and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

- 1.2 Unless the context otherwise requires a reference to a clause or Schedule is to a clause or Schedule of or to this debenture and headings shall not affect the interpretation of this debenture.
- 1.3 Unless the context otherwise requires words denoting the singular shall include the plural and vice versa, references to any gender shall include all other genders and references to persons shall include bodies corporate, unincorporated associations and partnerships in each case whether or not having a separate legal personality.
- 1.4 A reference to **party** shall include that party's successors, permitted assigns and permitted transferees.
- 1.5 References in this debenture to any statute, statutory provision, EC Directive or treaty include a reference to that statute, statutory provision, EC Directive or treaty as amended, extended, consolidated or replaced from time to time (whether before or after the date of this debenture) and include any order, regulation, instrument or other subordinate legislation made under the relevant statute, statutory provision, EC Directive or treaty. Any reference to a statute or statutory provision is a reference to such statute or provision in the United Kingdom and not any other jurisdiction.

- 1.6 Any reference to **writing** or **written** excludes faxes and email (unless otherwise expressly provided in this debenture).
- 1.7 A reference to **this debenture** (or any provision of it) or to any other agreement or document referred to in this debenture is a reference to this debenture, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this debenture) from time to time.
- 1.8 Any references to the word **include** or **including** (or similar phrases) are to be construed without limitation.
- 1.9 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), a company shall be treated as a member of another company even if its shares in that other company are registered in the name of:
- 1.9.1 another person (or its nominee), by way of security or in connection with the taking of security; or
- 1.9.2 its nominee.
- 1.10 A reference to:
- 1.10.1 an **amendment** includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly);
- 1.10.2 **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.10.3 **authorisation** includes an authorisation, consent, licence, approval, resolution, exemption, filing, registration and notarisation; or
- 1.10.4 a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation
- 1.11 **Clawback:** If the Lender considers that an amount is capable of being avoided or otherwise set aside on liquidation or administration of the Borrower or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this debenture.
- 1.12 **Nature of security over real property:** A reference in this debenture to a charge or mortgage of any freehold, leasehold or commonhold property includes:
- 1.12.1 all buildings and fixtures (including trade and tenant's fixtures) which are at any time situated on that property;
- 1.12.2 the proceeds of sale of any part of that property; and
- 1.12.3 the benefit of any covenants for title given or entered into by any predecessor in title of the Borrower in respect of that property or any monies paid or payable in respect of those covenants.

1.13 Law of Property (Miscellaneous Provisions) Act 1989: For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 the terms of the Facility Agreement and of any side letters between any parties in relation to the Facility Agreement are incorporated in this debenture.

1.14 Insolvency Act 1986: Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (as inserted by section 248 of, and Schedule 16 to, the Enterprise Act 2002) applies to the floating charge created by this debenture and each such floating charge is a qualifying floating charge for the purposes thereof.

2 COVENANT TO PAY

2.1 The Borrower shall on demand pay to the Lender and discharge the Secured Liabilities when they become due.

3 GRANT OF SECURITY

3.1 Charging clause: As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee:

3.1.1 charges to the Lender, by way of first legal mortgage, all the Properties and the fixed plant and machinery owned by the Borrower and from time to time in or on such properties and the proceeds of sale of such assets;

3.1.2 charges to the Lender, by way of first fixed charge:

- (a) all Properties acquired by the Borrower in the future;
- (b) all present and future interests of the Borrower not effectively mortgaged or charged under the preceding provisions of this clause 3 in or over freehold or leasehold property;
- (c) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties;
- (d) all licences, consents and authorisations, statutory or otherwise, held or required in connection with the Borrower's business or the use of any Charged Property and all rights in connection with them;
- (e) all present and future goodwill and uncalled capital for the time being of the Borrower;
- (f) 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 Borrower 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 Borrower 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;

- (g) all book debts and other debts of the Borrower present and future and the proceeds of payment or realisation of each of them; and
 - (h) all Equipment; and
- 3.1.3 charges to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned pursuant to clause 3.1.1 and clause 3.1.2.
- 3.2 Automatic conversion of floating charge: The floating charge created by clause 3.1.3 shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if:
 - 3.2.1 the Borrower:
 - (a) creates, or attempts to create, over all or any part of the Charged Property an Encumbrance without the prior written consent of the Lender or any trust in favour of another person; or
 - (b) disposes or attempts to dispose of all or any part of the Charged Property (other than property subject only to the floating charge while it remains uncrystallised which property may be disposed of in the ordinary course of business); or
 - 3.2.2 a receiver is appointed over all or any of the Charged Property that is subject to the floating charge; or
 - 3.2.3 any person levies or attempts to levy any distress, attachment, execution or other process against all or any part of the Charged Property; or
 - 3.2.4 the Lender receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Borrower.
- 3.3 Conversion of floating charge by notice: The Lender may in its sole discretion at any time by written notice to the Borrower convert the floating charge created under this debenture into a fixed charge as regards any part of the Charged Property specified by the Lender in that notice.
- 3.4 Assets acquired after any floating charge crystallisation: Any asset acquired by the Borrower after any crystallisation of the floating charge created under this debenture 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.
- 4 LIABILITY OF BORROWER**
- 4.1 Liability not discharged: The liability of the Borrower under this debenture in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:
 - 4.1.1 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;

- 4.1.2 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
 - 4.1.3 any other act or omission which but for this provision might have discharged or otherwise prejudiced or affected the liability of the Borrower.
- 4.2 Immediate recourse: The Borrower 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 debenture against the Borrower.

5 REPRESENTATIONS AND WARRANTIES

- 5.1 The Borrower represents and warrants to the Lender on the following terms:
 - 5.1.1 the Borrower is the legal and beneficial owner of the Charged Property free from any Encumbrance other than the Encumbrances created by this debenture;
 - 5.1.2 the Borrower has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Property or any interest in it;
 - 5.1.3 there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever, which materially adversely affect the Charged Property;
 - 5.1.4 there is no breach of any law or regulation, which materially adversely affects the Charged Property;
 - 5.1.5 no facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use;
 - 5.1.6 nothing has arisen or has been created or is subsisting, which would be an overriding interest in any Property; and
 - 5.1.7 no Encumbrance expressed to be created by this debenture is liable to be avoided or otherwise set aside on the liquidation or administration of the Borrower or otherwise.
- 5.2 The representations and warranties set out in 5.1 are made on the date of this debenture and shall be deemed to be made on each day of the Security Period with reference to the facts and circumstances then existing.

6 COVENANTS

- 6.1 The Borrower covenants with the Lender during the continuance of the security constituted by this debenture in the terms set out in Schedule 1.

7 POWERS OF THE LENDER

- 7.1 The Lender shall have the powers set out in Schedule 2.

8 ENFORCEMENT

- 8.1 **Enforcement events:** The security constituted by this debenture shall be immediately enforceable in any of the circumstances set out in paragraph 1 of Schedule 3. The parties to this debenture agree that the provisions of Schedule 3 shall apply to this debenture and shall be binding between them.
- 8.2 **Receiver's powers:** A Receiver shall have, in addition to the powers conferred on receivers by statute, the further powers set out in Schedule 4.
- 8.3 **Right of appropriation:** To the extent that the Charged Property constitutes Financial Collateral and this debenture and the obligations of the Borrower hereunder constitute a Security Financial Collateral Arrangement, the Lender shall have the right, at any time after the security constituted by this debenture has become enforceable, to appropriate all or any of that Charged Property 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 Property appropriated in accordance with this clause shall be the price of that Charged Property 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 Borrower agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

9 COSTS AND INDEMNITY

- 9.1 **Costs:** The Borrower 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:
- 9.1.1 protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's or the Receiver's rights under this debenture; or
- 9.1.2 suing for, or recovering, any of the Secured Liabilities,
- (including, without limitation, the Costs of any proceedings in relation to this debenture or the Secured Liabilities) together with, in the case of clause 9.1.1 and clause 9.1.2, interest on the amount due at the relevant default rate(s) of interest of the principal sum to which the demand most directly relates under the Facility Agreement or otherwise (as the case may be).
- 9.2 **Indemnity:** The Lender and any Receiver and their respective employees and agents shall be indemnified on a full indemnity basis out of the Charged Property in respect of all actions, liabilities and Costs incurred or suffered in or as a result of:
- 9.2.1 the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this debenture;
- 9.2.2 any matter or thing done or omitted to be done in relation to the Charged Property under those powers; or
- 9.2.3 any default or delay by the Borrower in performing any of its obligations under this debenture.

10 RELEASE

- 10.1 Release: Subject to clause 12.3, upon the expiry of the Security Period (but not otherwise) the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to release the Charged Property from the security constituted by this debenture.

11 ASSIGNMENT AND TRANSFER

- 11.1 The Borrower shall not assign any of its rights or transfer any of its rights or obligations under this debenture. The Lender may assign the benefit of this debenture and any document referred to in to any member of its Group.

12 FURTHER PROVISIONS

- 12.1 Independent security: This debenture shall be in addition to and independent of every other security or guarantee which the Lender may at any time hold for any of the Secured Liabilities and no prior security held by the Lender over the whole or any part of the Charged Property shall merge in or prejudice the security created by this debenture or any other contractual or legal rights of the Lender.
- 12.2 Continuing security: This debenture shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or other matter or thing whatsoever, unless and until the Lender discharges this debenture in writing.
- 12.3 Discharge conditional: Any release, discharge or settlement between the Borrower and the Lender shall be deemed conditional upon no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise and, notwithstanding any such release, discharge or settlement:
- 12.3.1 the Lender or its nominee shall be at liberty to retain this debenture and the security created by or pursuant to this debenture, including all certificates and documents relating to the whole or any part of the Charged Property, for such period as the Lender shall deem necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and
- 12.3.2 the Lender shall be entitled to recover the value or amount of such security or payment from the Borrower subsequently as if such release, discharge or settlement had not occurred.
- 12.4 Certificates: A certificate or determination by the Lender as to any amount for the time being due to it from the Borrower shall (in the absence of any manifest error) be conclusive evidence of the amount due.
- 12.5 Rights cumulative: The rights and powers of the Lender conferred by this debenture 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.
- 12.6 Waivers: Any waiver or variation of any right by the Lender (whether arising under this debenture 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.

- 12.7 Further exercise of rights: 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 debenture or constitute a suspension or variation of any such right or power.
- 12.8 Delay: No delay or failure to exercise any right or power under this debenture shall operate as a waiver.
- 12.9 Single or partial exercise: No single or partial exercise of any right under this debenture shall prevent any other or further exercise of that or any other such right.
- 12.10 Consolidation: The restriction on the right of consolidation contained in section 93 of the Law of Property Act 1925 shall not apply to this debenture.
- 12.11 Partial invalidity: The invalidity, unenforceability or illegality of any provision (or part of a provision) of this debenture 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.
- 12.12 Counterparts: This debenture 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.
- 12.13 Third party rights: Except as expressly set out in this debenture, 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 debenture.
- 12.14 Perpetuity period: If the rule against perpetuities applies to any trust created by this debenture, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

13 NOTICES

- 13.1 Any notice or other communication to be served under this debenture must be in writing and may be:

- 13.1.1 delivered personally;

- 13.1.2 sent by sent by first class "Royal Mail Signed For" service or any successor service; or

- 13.1.3 sent by electronic mail:

- (a) in the case of notice to the Lender, to Dan Richards at dan.richards@justdevelop.it (or such other email address as is notified by the Lender to the Borrower from time to time); or

- (b) in the case of notice to the Borrower, to Luke Fryer at luke@herringate.com (or such other email address as is notified by the Borrower to the Lender from time to time),

and, unless otherwise stated above, shall be served on the party at its address appearing in this debenture or at such other address as it may have notified to the other parties in accordance with this clause 13.

13.2 Any notice or document shall be deemed to have been served:

13.2.1 if delivered personally, at the time of delivery if delivered during a Business Day or at the start of the next Business Day if delivered at any other time; or

13.2.2 if posted by first class "Royal Mail Signed For" service (or any successor service), at 10.00 a.m. on the second Business Day after it was put into the post; or

13.2.3 if sent by electronic mail, at the time that a message confirming delivery has been received.

13.3 References in this clause 13 to a particular time of day are references to that time of day at the address for service of the recipient party.

14 **GOVERNING LAW AND JURISDICTION**

14.1 This debenture 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.

14.2 Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) that arises out of or in connection with this debenture 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.

SCHEDULE 1

Covenants

1 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

1.1 The Borrower shall not at any time, except with the prior written consent of the Lender:

- 1.1.1 create, purport to create or permit to subsist any Encumbrance on, or in relation to, any Charged Property other than any Encumbrances created by this debenture; or
- 1.1.2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property, except for the disposal in the ordinary course of business of any of the Charged Property subject to the floating charge created under this debenture; or
- 1.1.3 create or grant (or purport to create or grant) any interest in any Charged Property in favour of a third party.

2 TRADING AND PRESERVATION OF CHARGED PROPERTY

2.1 The Borrower shall:

- 2.1.1 carry on its trade and business in accordance with the standards of good management from time to time current in such trade or business on those parts (if any) of the Properties as are, or may be, used for the purposes of trade or business;
- 2.1.2 not deal with its book debts and other debts otherwise than by collecting them in the ordinary course of its business; and
- 2.1.3 not 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 Property or the effectiveness of the security created by this debenture.

3 STATUTORY COMPLIANCE

The Borrower shall comply with all statutes, byelaws and regulations relating to its trade or business and the whole or any part of the Charged Property.

4 PROVISION OF INFORMATION

4.1 The Borrower shall:

- 4.1.1 promptly provide to the Lender whatever information, documents or papers relating to the Charged Property as the Lender may from time to time request; and
- 4.1.2 inform the Lender promptly of any acquisition by the Borrower of, or contract made by the Borrower to acquire, any freehold, leasehold or other interest in Property.

5 INSURANCE

5.1 The Borrower shall:

- 5.1.1 insure and keep insured all of its undertaking and assets with reputable and responsible insurers previously approved by the Lender for their full reinstatement cost and otherwise in such manner and to such extent as is reasonable and customary for an enterprise engaged in the same or similar business and in the same or similar localities against such risks and contingencies as the Lender shall from time to time request;
- 5.1.2 procure that the interest of the Lender is noted on all its policies of insurance in such manner as the Lender may in its absolute discretion require; and
- 5.1.3 duly and punctually pay all premiums and any other monies necessary for maintaining its insurance in full force and effect.

- 5.2 The Borrower shall hold in trust for the Lender all money received under any insurance of the whole or any part of the Charged Property and apply all monies received by virtue of any such insurance in making good or in recouping expenditure incurred in making good any loss or damage, or in such other manner as the Borrower and the Lender shall agree.

6 REPAIR

- 6.1 The Borrower shall, provided it is practicable to do so (and where it is uneconomic to repair any part of the Charged Property, such part shall instead be replaced by another similar asset of equal or greater quality and value):

- 6.1.1 subject to paragraph 6.1.2 below (the provisions of which shall take precedence over this paragraph), except with prior written consent of the Lender and subject to such conditions imposed by such consent, at all times keep in good and substantial repair and condition all the Charged Property including, without limitation, all buildings, erections, structures and fixtures and fittings on and in the Property; and
- 6.1.2 keep all Equipment in good repair, working order and condition and fit for its purpose.

7 NOTICE OF BREACH

- 7.1 The Borrower shall promptly upon becoming aware of the same give the Lender notice in writing of any breach of:

- 7.1.1 any representation or warranty set out in clause 5; and
- 7.1.2 any covenant set out in this Schedule 1.

8 TITLE DOCUMENTS

The Borrower shall on the execution of this debenture (or, if later, the date of acquisition of the relevant Charged Property) deposit with the Lender and the Lender shall during the continuance of this debenture be entitled to hold all deeds and documents of title relating to the Charged Property which are in the possession or control of the Borrower (and, if not

within the possession and/or control of the Borrower, the Borrower undertakes to obtain possession of all such deeds and documents of title).

9 FURTHER ASSURANCE

The Borrower, at its own cost, shall prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as the Lender may reasonably require) in favour of the Lender as the Lender shall in its absolute discretion from time to time require over all or any part of the Charged Property and give all notices, orders and directions which the Lender may require in its absolute discretion for perfecting, protecting or facilitating the realisation of its security over the Charged Property.

10 INSPECTION

The Borrower shall permit the Lender and any Receiver and any person appointed by either of them to enter upon and inspect any Property during normal business hours upon reasonable prior notice.

11 BORROWER'S WAIVER OF SET-OFF

The Borrower waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by the Borrower under this debenture).

SCHEDULE 2

Powers of Lender

1 POWER TO REMEDY

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

2 EXERCISE OF RIGHTS

The rights of the Lender under paragraph 1 of this Schedule 2 are without prejudice to any other rights of the Lender under this debenture or otherwise and the exercise of those rights shall not make the Lender liable to account as a mortgagee in possession.

3 POWER TO DISPOSE OF CHATTELS

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

3.1.1 may dispose of any chattels or produce found on any Property as agent for the Borrower; and

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

4 PRIOR ENCUMBRANCES

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

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

4.1.2 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 Borrower 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 Borrower and shall bear interest and be secured as part of the Secured Liabilities.

5 LENDER'S SET-OFF RIGHTS

5.1 If the Lender shall have more than one account for the Borrower in its books the Lender may at any time after:

5.1.1 the security constituted by this debenture has become enforceable; or

5.1.2 the Lender has received notice of any subsequent Encumbrance or other interest affecting all or any part of the Charged Property

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 Borrower of the transfer once made.

6 INDULGENCE

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 debenture (whether or not such person or persons are jointly liable with the Borrower) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this debenture or to the liability of the Borrower for the Secured Liabilities.

SCHEDULE 3

Enforcement

1 ENFORCEMENT EVENTS

1.1 This debenture shall be enforceable if:

- 1.1.1 any of the Secured Liabilities shall not be paid or discharged when the same ought to be paid or discharged by the Borrower (whether on demand or at scheduled maturity or by acceleration or otherwise, as the case may be); or
- 1.1.2 the Borrower shall be in breach of any of its obligations under this debenture or under any other agreement between the Borrower and the Lender and that breach (if capable of remedy) has not been remedied to the reasonable satisfaction of the Lender within 10 Business Days of notice by the Lender to the Borrower to remedy the breach;
- 1.1.3 the Borrower:
 - (a) becomes unable to pay its debts as they fall due (and/or the value of the Borrower's assets is less than the amount of its liabilities, taking into account the Borrower's contingent and prospective liabilities); or
 - (b) commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness; or
 - (c) makes a general assignment for the benefit of, or a composition with, its creditors; or
- 1.1.4 the Borrower passes any resolution or takes any corporate action or a petition is presented or proceedings are commenced or any action is taken by any person for its winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrative receiver, administrator, trustee or similar officer of it or of any or all of its revenues and assets; or
- 1.1.5 a distress, execution, attachment or other legal process is levied or enforced upon or sued against all or any part of the assets of the Borrower and remains undischarged for five Business Days; or
- 1.1.6 any event occurs in relation to the Borrower that is analogous to those set out in paragraph 1.1.3, paragraph 1.1.4 or paragraph 1.1.5 of this Schedule 3; or
- 1.1.7 any representation, warranty or statement made or deemed to be made by the Borrower under this debenture is or proves to have been incorrect or misleading when made or deemed to be made; or
- 1.1.8 an Event of Default (as defined in the Facility Agreement) occurs (or similar term or event occurs) under any other facility agreement entered into between the Borrower and the Lender or any loan or facility agreement which forms part of the Secured Liabilities.

and in any such event (whether or not the event is continuing), without prejudice to any other rights of the Lender, the powers of sale under the Law of Property Act 1925 shall immediately be exercisable and the Lender may in its absolute discretion enforce all or any part of the security created by this debenture as it sees fit.

2 STATUTORY POWER OF SALE

The powers of sale conferred upon mortgagees under the Law of Property Act 1925 shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this debenture, but the Lender shall not exercise such power of sale until the security constituted by this debenture has become enforceable under paragraph 1 of this Schedule 3.

3 EXTENSION OF STATUTORY POWERS

The statutory powers of sale, leasing and accepting surrenders conferred upon mortgagees under the Law of Property Act 1925 and/or by any other statute shall be exercisable by the Lender under this debenture and are extended so as to authorise the Lender whether in its own name or in that of the Borrower to make any lease or agreement for lease, accept surrenders of lease or grant any option of the whole or any part or parts of the freehold and leasehold property of the Borrower with whatever rights relating to other parts of it and containing whatever covenants on the part of the Borrower and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Lender thinks fit.

4 PROTECTION OF THIRD PARTIES

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

4.1.1 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

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

5 NO LIABILITY AS MORTGAGEE IN POSSESSION

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 Property 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 Property for which a mortgagee in possession might as such be liable.

6 APPOINTMENT OF RECEIVER

6.1 At any time after the security constituted by this debenture has become enforceable, or at the request of the Borrower, the Lender may without further notice:

6.1.1 appoint by way of deed, or otherwise in writing, any one or more person or persons to be a receiver or a receiver and manager of all or any part of the Charged Property; and

- 6.1.2 (subject to section 45 of the Insolvency Act 1986) from time to time by way of deed, or otherwise in writing, remove any person appointed to be Receiver and may in like manner appoint another in his place.

Where more than one person is appointed Receiver, they will have power to act separately (unless the appointment by the Lender specifies to the contrary).

- 6.2 The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the Law of Property Act 1925 and the remuneration of the Receiver shall be a debt secured by this debenture which shall be due and payable by the Borrower immediately upon its being paid by the Lender.

7 POWERS ADDITIONAL

- 7.1 The powers of sale and appointing a Receiver conferred by this debenture shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the Law of Property Act 1925 or otherwise and shall be exercisable without the restrictions contained in sections 103 and 109 of the Law of Property Act 1925 or otherwise.
- 7.2 The power to appoint a Receiver (whether conferred by this debenture or by statute) shall be and remain exercisable by the Lender notwithstanding any prior appointment in respect of all or any part of the Charged Property.

8 AGENT OF THE BORROWER

Any Receiver appointed by the Lender under this debenture shall be the agent of the Borrower and the Borrower shall be solely responsible for his acts and remuneration as well as for any defaults committed by him.

9 POWERS OF RECEIVER

Any Receiver appointed by the Lender under this debenture shall in addition to the powers conferred on him by the Law of Property Act 1925 and the Insolvency Act 1986 have power to do all such acts and things as an absolute owner could do in the management of such of the Charged Property over which the Receiver is appointed and in particular the powers set out in Schedule 4.

10 ORDER OF APPLICATION OF PROCEEDS

- 10.1 All monies received by the Lender or a Receiver in the exercise of any enforcement powers conferred by this debenture shall be applied:
- 10.1.1 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);
 - 10.1.2 second in paying the remuneration of any Receiver (as agreed between him and the Lender);
 - 10.1.3 third in or towards discharge of the Secured Liabilities in such order and manner as the Lender shall determine; and
 - 10.1.4 finally in paying any surplus to the Borrower or any other person entitled to it.

11 SECTION 109(8) LAW OF PROPERTY ACT 1925

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

12 SUSPENSE ACCOUNT

All monies received by the Lender or a Receiver under this debenture may, at the discretion of the Lender or Receiver, be credited to any suspense or securities realised account and shall bear interest at such rate, if any, as may be agreed in writing between the Lender and the Borrower and may be held in such account for so long as the Lender or Receiver thinks fit.

13 POWER OF ATTORNEY

13.1 By way of security the Borrower irrevocably appoints the Lender and every Receiver separately to be the attorney of the Borrower and in its name and on its behalf and as its act and deed to execute any documents, and do any acts and things which:

13.1.1 the Borrower is required to execute and do under this debenture; and/or

13.1.2 any attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by this debenture or by law on the Lender or any Receiver.

14 RATIFICATION OF ACTS OF ATTORNEY

The Borrower 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 paragraph 13 of this Schedule 3.

15 APPOINTMENT OF AN ADMINISTRATOR

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

15.2 Any appointment under this paragraph 15 shall:

15.2.1 be in writing signed by a duly authorised signatory of the Lender; and

15.2.2 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.

15.3 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 paragraph 15 and appoint under that paragraph a replacement for any Administrator whose appointment ends for any reason.

SCHEDULE 4

Further Powers of Receiver

1 TO REPAIR AND DEVELOP PROPERTIES

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

2 TO SURRENDER LEASES

A Receiver may grant or accept surrenders of any leases or tenancies affecting the Properties upon such terms and subject to such conditions as he thinks fit.

3 TO EMPLOY PERSONNEL AND ADVISORS

A Receiver may provide services and employ, or engage, such managers, contractors and other personnel and professional advisors on such terms as he deems expedient.

4 TO MAKE VAT ELECTIONS

A Receiver may make such elections for value added tax purposes as he thinks fit.

5 TO CHARGE REMUNERATION

A Receiver may charge and receive such sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) as the Lender may prescribe or agree with him.

6 TO REALISE CHARGED PROPERTY

A Receiver may collect and get in the Charged Property in respect of which he is appointed or any part thereof and for that purpose make such demands and take any proceedings as may seem expedient and to take possession of the Charged Property with like rights.

7 TO MANAGE OR RECONSTRUCT THE BORROWER'S BUSINESS

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

8 TO DISPOSE OF CHARGED PROPERTY

A Receiver may grant options and licences over all or any part of the Charged Property, sell or concur in selling, assign or concur in assigning, lease or concur in leasing and accept or concur in accepting surrenders of leases of, all or any of the property of the Borrower in respect of which he is appointed in such manner and generally on such terms and conditions as he thinks fit (fixtures and plant and machinery may be severed and sold separately from the premises in which they are contained without the consent of the Borrower) and to carry any such sale, assignment, leasing or surrender into effect. Any such sale may be for such consideration as he shall think fit and he may promote or concur in promoting a company to purchase the property to be sold.

9 TO MAKE SETTLEMENTS

A Receiver may make any arrangement, settlement or compromise between the Borrower and any other person which he may think expedient.

10 TO IMPROVE EQUIPMENT

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

11 TO MAKE CALLS ON BORROWER MEMBERS

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

12 TO APPOINT STAFF AND AGENTS

A Receiver may 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.

13 TO INSURE

A Receiver may, if he thinks fit effect with any insurer any policy or policies of insurance either in lieu or satisfaction of, or in addition to, such insurance.

14 LAW OF PROPERTY ACT 1925

A Receiver may 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.

15 TO BORROW

A Receiver may for any of the purposes authorised by this Schedule 4 raise money by borrowing from the Lender or from any other person on the security of all or any of the Charged Property in respect of which he is appointed upon such terms (including if the Lender shall consent to terms under which such security ranks in priority to this debenture) as he shall think fit.

16 TO REDEEM PRIOR ENCUMBRANCES

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

17 INCIDENTAL POWERS

A Receiver may do all such other acts and things as he may consider incidental or conducive to any of the matters or powers in this Schedule 4 or which he lawfully may or can do as agent for the Borrower.

18 SCOPE OF POWERS

Any exercise of any of these powers may be on behalf of the Borrower, the directors of the Borrower (in the case of the power contained in paragraph 11 of this Schedule 4) or himself.

Executed as a Deed by
Sarnia Chichester Limited acting by

}

in the presence of:

Director

Witness's signature

Name

Address

Occupation

Signed as a Deed by
JDI Development Finance Limited
acting by

}

in the presence of:



Witness's signature

Name

Address

Occupation



JAMES EASLEY

TRETHOWANS LLP SOLICITORS

THE PAVILION

BOTLEIGH GRANGE BUSINESS PARK

HEDGE END

SOUTHAMPTON SO30 2AF

Solicitor