



**Registration of a Charge**

Company Name: **THE BLACK SHEEP BREWERY PLC**

Company Number: **02686985**



Received for filing in Electronic Format on the: **27/01/2023**

XBW24ZR3

**Details of Charge**

Date of creation: **26/01/2023**

Charge code: **0268 6985 0021**

Persons entitled: **DEWScope LIMITED**

Brief description: **NONE.**

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

**Authentication of Form**

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

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **AMY FRANKS**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 2686985

Charge code: 0268 6985 0021

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th January 2023 and created by THE BLACK SHEEP BREWERY PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th January 2023 .

Given at Companies House, Cardiff on 30th January 2023

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**

EVERSHEDS  
SUTHERLAND

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**Dated:** 26 January 2023

- (1) The Black Sheep Brewery Plc as Chargor  
(2) Dewscope Limited as Creditor
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**Debenture**

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We certify this document as a true copy of the original, save for material redacted pursuant to section 859G Companies Act 2006

*Eversheds Sutherland (International) LLP*

**Date:** 27 January 2023

EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP

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**This is an important document. Before you sign it, you should:**

- **read it carefully;**
- **get advice from a solicitor; and**
- **make sure you understand what it means and what its effects will be.**

26 January 2023

This Deed is made on                between:

- (1) The Black Sheep Brewery Plc a company incorporated in England and Wales with registered number 02686985 whose registered address is Wellgarth, Masham, Ripon, North Yorkshire, HG4 4EN, (the "**Chargor**"); and
- (2) Dewscope Limited a company incorporated in England and Wales with registered number 01149800 whose registered address is 18 Dalegarth Avenue, Bolton, BL1 5DW (the "**Creditor**").

## 1. **INTERPRETATION**

### 1.1 **Definitions**

In this Deed:

"**Associated Benefits**" means, in respect of any asset:

- (a) all monies including (where relevant) all rent, dividends, distributions, profits, compensation, damages, income or interest paid or payable relating to that asset; and
- (b) all Authorisations, rights, benefits, claims or property at any time relating to that asset.

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"**Book Debts**" means all book and other debts, revenues and monetary claims of or owing to, or other amounts recoverable or receivable by, the Chargor and any rights or claims of the Chargor in respect of such debts, revenues and monetary claims.

"**Business Day**" means a day, other than a Saturday or a Sunday, on which banks are open for general business in London.

"**Charged Property**" means the assets of the Chargor which from time to time are, or are expressed to be, the subject of any Security created by this Deed.

"**Delegate**" means any delegate, agent, attorney or co-trustee appointed by the Creditor.

"**Event of Default**" has the meaning given to that term in the Loan Agreement.

"**Floating Charge Asset**" means, at any time, any Charged Property which, at that time, is the subject of the floating charge created by this Deed.

"**Insolvency Act**" means the Insolvency Act 1986.

**"Insurances"** means all contracts or policies of insurance of whatever nature.

**"Intellectual Property"** means (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and (b) the benefit of all applications and rights to use such assets of the Chargor (which may now or in the future subsist).

**"Investments"** means all stocks, shares, bonds, securities or investments.

**"Loan Agreement"** means the loan agreement entered into between the Creditor and the Chargor on or around the date of this Deed.

**"LPA"** means the Law of Property Act 1925.

**"Party"** means a party to this Deed.

**"Real Property"** means:

- (a) all estates or interests in any freehold or leasehold property;
- (b) any buildings, fixtures, fittings, fixed plant or machinery at any time situated on or forming part of that property;
- (c) all easements, rights, agreements and other benefits in respect of that property; and
- (d) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property.

**"Receiver"** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

**"Secured Obligations"** means all present and future liabilities and obligations at any time due, owing or incurred by the Chargor to the Creditor under the Loan Agreement.

**"Security"** means any assignment by way of security, mortgage, charge, pledge, lien or other security interest securing any obligation of any person and any other agreement or arrangement having a similar effect.

**"Third Parties Act"** means the Contracts (Rights of Third Parties) Act 1999.

## 1.2 Construction

1.2.1 Unless a contrary indication appears in this Deed:

- 1.2.1.1 any **"asset"** includes present and future properties, revenues and rights of every description, all proceeds of sale of such asset, all rights under any agreement for the sale, lease or licence of such asset and any monies paid or payable in respect of such asset;
- 1.2.1.2 an **"account"** is a reference to that account as re-designated, re-numbered, substituted or replaced from time to time;
- 1.2.1.3 the **"Creditor"** and the **"Chargor"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations to the Creditor;

- 1.2.1.4 "indebtedness" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
  - 1.2.1.5 a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership or other entity (whether or not having separate legal personality);
  - 1.2.1.6 a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
  - 1.2.1.7 a provision of law is a reference to that provision as amended or re-enacted;
  - 1.2.1.8 a time of day is a reference to London time;
  - 1.2.2 An Event of Default is "continuing" if it has not been remedied to the Creditor's satisfaction or waived by the Creditor.
  - 1.2.3 Section, Clause and Schedule headings are for ease of reference only.
  - 1.2.4 Where this Deed includes the words "including", "in particular" or "or otherwise" (or similar words or phrases), the intention is to state examples and not to be exhaustive.
  - 1.2.5 References to any Security "created by this Deed" are to be deemed to include such Security created or intended to be created, constituted, given or made under or evidenced by this Deed.
- 1.3 **Third party rights**
- 1.3.1 Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Third Parties Act to enforce or enjoy the benefit of any term of this Deed.
  - 1.3.2 Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.
  - 1.3.3 Any Receiver, Delegate may, subject to this Clause 1.3 (*Third party rights*) and the Third Parties Act, rely on any Clause of this Deed which expressly confers rights on it.

## 2. **COVENANT TO PAY**

The Chargor, as principal debtor and not just as surety, covenants with the Creditor to pay or discharge the Secured Obligations in the manner provided for in the Loan Agreement.

## 3. **GRANT OF SECURITY**

### 3.1 **Mortgage**

The Chargor charges by way of legal mortgage:

- 3.1.1 all its Real Property described opposite its name in Part I of Schedule 1 (*Details of Charged Property*); and
- 3.1.2 all its Real Property owned by it as at the date of this Deed.

### 3.2 Fixed charges

The Chargor charges by way of fixed charge:

- 3.2.1 to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*), all its Real Property as at the date of this Deed;
- 3.2.2 all its Real Property acquired by it after the date of this Deed;
- 3.2.3 all its plant and machinery, vehicles, computers and other equipment, excluding stock in trade, to the extent not otherwise effectively mortgaged or charged under this Deed;
- 3.2.4 its Investments;
- 3.2.5 all its Book Debts;
- 3.2.6 all its Intellectual Property;
- 3.2.7 all its goodwill and uncalled capital;
- 3.2.8 all rights, benefits and interests under each agreement to which it is party under or to which it has any rights by virtue of the Third Parties Act;
- 3.2.9 all Associated Benefits relating to any of the Charged Property.

### 3.3 Floating charge

- 3.3.1 The Chargor charges by way of floating charge all its assets and undertaking not at any time effectively mortgaged, charged or assigned under this Deed.
- 3.3.2 Paragraph 14 of Schedule B1 to the Insolvency Act applies to any Security created by this Deed.

### 3.4 General

All Security created by this Deed:

- 3.4.1 is created in favour of the Creditor;
- 3.4.2 unless specifically stated otherwise, is created over the present and future assets of the Chargor to the extent of its rights, title and interest in, under and to such assets at any time; and
- 3.4.3 is created with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

### 3.5 Continuing security

The Security created by this Deed is continuing security for the payment and discharge of the Secured Obligations. The provisions of this Deed will apply at all times:

- 3.5.1 regardless of the date on which any of the Secured Obligations were incurred;
- 3.5.2 notwithstanding any intermediate payment or discharge; and
- 3.5.3 in respect of the full amount of the Secured Obligations at the relevant time even if the amount of the Secured Obligations had previously been less than that amount or had been nil at any time.

### 3.6 Independent Security



The Security created by this Deed is in addition to and is not in any way prejudiced by any other guarantee or Security now or subsequently held by the Creditor. No prior Security held by the Creditor over the whole or any part of the Charged Property will merge with the Security created by this Deed.

### 3.7 **Validity of details of Charged Property**

The fact that incorrect or incomplete details of any Charged Property are included or inserted in any Schedule will not affect the validity or enforceability of the Security created by this Deed.

## 4. **CONVERSION OF FLOATING CHARGE**

### 4.1 **Conversion by notice**

The Creditor may, by notice to the Chargor, crystallise and convert the floating charge created by the Chargor under this Deed into a fixed charge over any or all of the Floating Charge Assets if:

- 4.1.1 an Event of Default occurs which is continuing;
- 4.1.2 the Creditor becomes aware of any intention or proposal to appoint a liquidator, administrative receiver, receiver, administrator or other similar officer in respect of the Chargor or any of its assets; or
- 4.1.3 the Creditor considers that any Floating Charge Asset is in danger of being seized, or sold under any legal process, or such assets are otherwise in jeopardy.

### 4.2 **Automatic conversion**

- 4.2.1 A floating charge created by the Chargor under this Deed will automatically crystallise and convert into fixed charges over the relevant Floating Charge Assets if a liquidator, administrative receiver, receiver, administrator or other similar officer is appointed in respect of the Chargor or any of its assets.
- 4.2.2 Subject to Clause 4.2.3, no floating charge created under this Deed will automatically crystallise and convert into a fixed charge solely by reason of a moratorium being obtained under Part A1 of the Insolvency Act (or anything being done with a view to obtaining a moratorium).
- 4.2.3 Clause 4.2.2 does not apply to a floating charge referred to in section A52(4) of Part A1 of the Insolvency Act.

## 5. **REPRESENTATIONS**

### 5.1 The Chargor represents to the Creditor that:

- 5.1.1 It is a public limited company, duly incorporated and validly existing under the law of England and Wales, with power to own its assets and to carry on its business (and other activities) as they are being conducted.
- 5.1.2 It has (and, at all relevant times, had) the power and authority to enter into this Deed and to perform its obligations and exercise its rights under each of those agreements.
- 5.1.3 The obligations expressed to be assumed by it in this Deed are (and, at all relevant times, have been) legal, valid, binding and enforceable obligations (subject to the principle that equitable remedies are discretionary).
- 5.1.4 Entering into this Deed and performing its obligations and exercising its rights under each of those agreements do not conflict with any law applicable to it, its

memorandum and articles of association or any agreement binding upon it (or its assets).

5.1.5 This Deed creates as valid and effective security that which it purports to create.

5.2 Each of the representations given in this Clause 5 (*Representations*) are made by the Chargor on the date of this Deed.

## 6. UNDERTAKINGS

### 6.1 Negative pledge and restriction on dealing

6.1.1 The Chargor may not create or permit to subsist any Security over any of its assets.

6.1.2 The Chargor may not:

6.1.2.1 sell, transfer or otherwise dispose of any of its receivables on recourse terms;

6.1.2.2 enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or

6.1.2.3 enter into any other preferential arrangement having a similar effect.

### 6.2 Charged Property

The Chargor shall, promptly upon request by the Creditor at any time:

6.2.1 deposit with the Creditor all documents of title or other evidence of ownership, together with such deeds, certificates and documents as the Creditor may require, relating to its Charged Property;

6.2.2 affix to and maintain on such of its plant, machinery, fixtures, fittings, vehicles or other equipment as the Creditor may require a clearly legible identification plate stating that the asset has been charged to the Creditor, in a form acceptable to the Creditor; and

6.2.3 provide the Creditor with all information it may reasonably request in relation to its Charged Property.

### 6.3 Real Property Restriction

The Chargor shall ensure that a restriction in the following terms is entered on the register of the title of its Real Property at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE OF DEBENTURE] in favour of [CREDITOR] referred to in the charges register, or its conveyancer,"

together with, where applicable, notice of any obligation on the Creditor to make further advances to the Chargor. The Chargor shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

### 6.4 Investments

6.4.1 The Chargor may not:

- 6.4.1.1 take or permit the taking of any action which may adversely affect the value of its Investments, or prejudice the interests of the Creditor under or result in the rights attaching to the Investments being altered or diluted; or
  - 6.4.1.2 except where the Creditor so requires or permits, nominate another person to enjoy or exercise any of its rights in relation to any of its Investments.
- 6.4.2 Subject to Clause 6.4.1 (*Investments*) and provided that no Event of Default is continuing, the Chargor may:
  - 6.4.2.1 receive and retain all dividends or other income paid or payable in respect of its Investments; and
  - 6.4.2.2 exercise all voting and other rights attaching to its Investments.
- 6.4.3 While any Event of Default is continuing, the Chargor shall:
  - 6.4.3.1 hold any dividends or other income received in respect of the Investments on trust for the Creditor and pay such amounts into a separate account or otherwise as the Creditor may direct; and
  - 6.4.3.2 exercise all voting and other rights attaching to the Investments as the Creditor may direct.
- 6.4.4 The Creditor may, at any time, perfect the Security over any of the Investments created by this Deed. On request, the Chargor shall execute any relevant instruments of transfer and will procure that they are immediately registered in the statutory registers of the relevant company and that share certificates in the name of the Creditor and its nominee(s) in respect of such Investments are delivered to the Creditor as soon as reasonably practicable.
- 6.4.5 At any time when any of the Investments are registered in the name of the Creditor or its nominee:
  - 6.4.5.1 while no Event of Default is continuing, the Creditor shall account to the Chargor for any dividends or other income received in respect of the Investments and, subject to Clause 6.4.1 (*Investments*), shall exercise all voting and other rights attaching to the relevant Investments as the Chargor may direct, provided that such directions would not cause the Creditor to be in breach of any other agreement or obligation or give rise to any liability on the part of the Creditor; and
  - 6.4.5.2 while any Event of Default is continuing, the Creditor may retain any dividends or other income and apply the same as it thinks fit, and exercise or refrain from exercising such voting or other rights attaching to the relevant Investments as it thinks fit.
- 6.4.6 The Creditor shall have no duty to ensure that any dividends or other amounts are paid or received or to take any action in connection with any distribution rights in respect of any of the Investments.

## 6.5 **Book Debts**

The Chargor shall:

- 6.5.1 promptly collect each Book Debt when due for payment;

- 6.5.2 promptly take and pursue all action necessary to recover any Book Debt which is not paid when due in accordance, if applicable, with any instructions from the Creditor;
- 6.5.3 not agree to waive or settle any Book Debt for less than par value, other than with the prior written consent of the Creditor;

## 6.6 Intellectual Property

Promptly following the request of the Creditor, the Chargor shall procure that an entry is made in each relevant public register of its Intellectual Property to record the existence of this Deed and the restrictions imposed by it.

## 6.7 Further assurance

The Chargor shall promptly take all such actions, including executing all such documents, notices and instructions in such form as the Creditor may reasonably require:

- 6.7.1 to create, perfect, protect and (if necessary) maintain the Security created or intended to be created over any of its assets under this Deed or for the exercise of any rights, powers and remedies of the Creditor provided by or under this Deed or by law or regulation;
- 6.7.2 to confer on the Creditor security interests in or over any of its assets located in any jurisdiction other than England and Wales equivalent or similar to the Security created or intended to be created by this Deed; and
- 6.7.3 to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by this Deed.

## 6.8 Power to remedy

If the Chargor fails to comply with any of its obligations under this Deed, the Creditor (or its nominee) may (at the Chargor's expense) take such action as is necessary to protect any assets against the consequences of the Chargor's non-compliance and to ensure compliance with such obligations. The Creditor is not obliged to perform any obligation of the Chargor nor to take any action which it may be entitled to take under this Deed.

## 6.9 Power of attorney

- 6.9.1 As security for the performance of its obligations under this Deed, the Chargor irrevocably and severally appoints the Creditor, each Receiver and each Delegate to be its attorney, with full power of substitution.
- 6.9.2 The attorney may, in the name of the Chargor and on its behalf and at its expense, do anything which the Chargor is obliged to but has failed to do or which the Creditor, Receiver or Delegate may in their absolute discretion consider appropriate in connection with the exercise of any of their rights, powers, authorities or discretions in relation to the Charged Property, or any law or regulation.
- 6.9.3 The Chargor ratifies and confirms anything done by any attorney under this Clause 6.9 (*Power to remedy*). The Chargor agrees to indemnify the attorney against all actions, claims, demands and proceedings taken or made against it and all costs, damages, expenses, liabilities and losses incurred by the attorney as a result of or in connection with anything lawfully done by it under or in connection with this power of attorney.

## 7. RIGHTS OF ENFORCEMENT

### 7.1 Secured Obligations deemed payable

For the purposes of all rights and powers implied by statute, the Secured Obligations are due and payable on the date of this Deed.

## **7.2 When Security enforceable**

The Security created by this Deed is enforceable at any time while an Event of Default is continuing.

## **7.3 Enforcement powers**

At any time (a) when the Security created by this Deed is enforceable or (b) following a request by the Chargor, the Creditor may, without further notice:

- 7.3.1 sell, appropriate, realise or transfer, including to itself or to any person, all or any part of the Charged Property;
- 7.3.2 appoint one or more persons to be a Receiver of all or any part of the Charged Property, provided that the Creditor shall not be entitled to appoint a Receiver solely as a result of a moratorium being obtained, or anything being done with a view to obtaining a moratorium, under Part A1 of the Insolvency Act, except to the extent that (i) the appointment is in respect of assets charged by a floating charge referred to in section A52(4) of the Insolvency Act; or (ii) permission of the court has been obtained in accordance with section A21(c)(iii) of the Insolvency Act;
- 7.3.3 appoint an administrator of the Chargor;
- 7.3.4 exercise any of the powers, authorities and discretions conferred on mortgagees, administrators or receivers, under the LPA, the Insolvency Act, any other legislation or regulation or under this Deed; and
- 7.3.5 take such further action as it sees fit to enforce all or any part of the Security created by this Deed.

## **7.4 Rights in relation to a Receiver**

The Creditor may remove any Receiver appointed under this Deed, appoint another person as Receiver or appoint additional Receivers. Each Receiver will be deemed to be the agent of the Chargor who alone will be responsible for the acts and defaults of the Receiver and for any liabilities incurred by the Receiver. The Creditor may fix the remuneration of a Receiver which will be payable by the Chargor and form part of the Secured Obligations.

## **7.5 Redemption of prior Security**

Where there is any Security created over any of the Charged Property which ranks in priority to the Security created by this Deed and:

- 7.5.1 the Security created by this Deed becomes enforceable; and
  - 7.5.2 the holder of such other Security takes any steps to enforce that Security,
- the Creditor or any Receiver may, at its sole discretion and at the cost and expense of the Chargor, redeem, take a transfer of and repay the indebtedness secured by such other Security. All amounts paid by the Creditor or a Receiver under this Clause will form part of the Secured Obligations.

## **7.6 Financial collateral**

To the extent that any of the assets mortgaged, charged or assigned under this Deed constitute "financial collateral" and this Deed constitutes a "financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral

Arrangements (No. 2) Regulations 2003) (the "**FC Regulations**") the Creditor will have the right at any time when such Security is enforceable to appropriate all or any part of that financial collateral in such manner as it sees fit in or towards the satisfaction of the Secured Obligations.

7.6.1 Where any financial collateral is appropriated, its value shall be:

- 7.6.1.1 in the case of cash, its face value at the time of the appropriation;
- 7.6.1.2 if the financial collateral is listed or traded on a recognised exchange, the value at which it could have been sold on that exchange at the time of appropriation; and
- 7.6.1.3 in any other case, the amount reasonably determined by the Creditor by such process as it may select, including independent valuation,

and the Chargor agrees that the method of valuation provided for in this Clause 7.6.1 is commercially reasonable for the purposes of the FC Regulations.

## 7.7 **Demands**

Any demand for payment made by the Creditor shall be valid and effective even if it contains no statement of the relevant Secured Obligations or an inaccurate or incomplete statement of them.

## 8. **POWERS OF A RECEIVER**

### 8.1 **General powers**

Any Receiver will have:

- 8.1.1 the rights, powers, privileges and immunities conferred on receivers, receivers and managers and mortgagees in possession under the LPA;
- 8.1.2 the rights, powers, privileges and immunities conferred on administrative receivers (whether or not that Receiver is an administrative receiver) under Schedule 1 to the Insolvency Act; and
- 8.1.3 all other rights, powers, privileges and immunities conferred by law or regulation on receivers, receivers and managers, mortgagees in possession and administrative receivers.

### 8.2 **Specific powers**

The rights, powers and remedies provided in this Deed are in addition to any rights powers and remedies under law or regulation. Any Receiver will have the following additional powers:

- 8.2.1 the power to do or omit to do anything which the Chargor could do or omit to do in relation to the Charged Property which is the subject of the appointment;
- 8.2.2 the power to do all other acts and things which the Receiver may consider desirable or necessary for realising any of the Charged Property or incidental or conducive to any of the rights, powers and discretions conferred on a Receiver under this Deed or by law or regulation; and
- 8.2.3 the power to use the Chargor's name for all the above purposes.

### 8.3 Variation of statutory powers

The following statutory provisions do not apply to this Deed or any Security created by this Deed:

- 8.3.1 the restriction on the consolidation of mortgages in section 93 of the LPA;
- 8.3.2 the restrictions on the power to grant or accept the surrender of leases in sections 99 and 100 of the LPA;
- 8.3.3 the conditions to the exercise of a power of sale in section 103 of the LPA;
- 8.3.4 the restrictions on the application of proceeds by a mortgagee or receiver in sections 105, 107(2) and 109(8) of the LPA; and
- 8.3.5 the restrictions on the appointment of a receiver in section 109(1) of the LPA and the provisions regarding a receiver's remuneration in section 109(6) of the LPA.

## 9. APPLICATION OF PROCEEDS

### 9.1 Order of priority

All amounts received by the Creditor or a Receiver in connection with the enforcement of the Security created under this Deed will be applied, to the extent permitted by applicable law, in the following order of priority:

- 9.1.1 in discharging any costs and expenses incurred by the Creditor, any Receiver or any Delegate under or in connection with this Deed;
- 9.1.2 in or towards discharging the Secured Obligations; and
- 9.1.3 in payment of the surplus (if any) to the Chargor or other person entitled to it.

### 9.2 Suspense account

The Creditor may credit any monies at any time received or realised under this Deed to an interest-bearing suspense account, for so long and on such terms as the Creditor may determine pending their application towards discharging the Secured Obligations.

### 9.3 New accounts

If the Creditor receives or is deemed to have received notice of subsequent Security over the Charged Property, then the Creditor may open a new account with the Chargor. If the Creditor does not open a new account, it will be treated as having done so at the time when such notice was received and as from that time all payments made by or on behalf of the Chargor to the Creditor will be credited or be treated as having been credited to the relevant new account and not as having been applied in discharge of the Secured Obligations.

### 9.4 Release of Charged Property

If the Creditor is satisfied that all the Secured Obligations have, subject to Clauses 12.1 (*Reinstatement*) and 12.2 (*Avoidable payments*), been unconditionally and irrevocably paid and discharged in full and all facilities which might give rise to Secured Obligations terminated, the Creditor will, at the request and cost of the Chargor, execute such documents and take such steps as may be necessary to release the Charged Property from the Security created by this Deed.

**10. PROTECTION OF THIRD PARTIES**

10.1 No buyer from, or other person dealing with the Creditor or a Receiver will be concerned to enquire whether:

10.1.1 any money remains due to the Creditor, howsoever arising;

10.1.2 any power which the Creditor or Receiver is purporting to exercise has arisen or become exercisable; or

10.1.3 the Creditor or any Receiver is validly appointed and acting within its powers in accordance with this Deed.

10.2 The receipt of the Creditor or any Receiver or any Delegate will be an absolute and conclusive discharge to a purchaser of any of the Charged Property who will have no obligation to enquire how any monies are applied.

**11. PROTECTION OF CREDITOR****11.1 No liability as mortgagee in possession**

Neither the Creditor nor any Receiver will be liable to account to the Chargor as mortgagee in possession by reason of entering into possession of any of the Charged Property, or for any cost, loss or liability on realisation, nor for any default or omission for which a mortgagee in possession might be liable.

**11.2 Tacking**

The Security created by this Deed is intended to secure any further advances which the Creditor is obliged to make to the Chargor under the Loan Agreement.

**11.3 Creditor discretion**

The Chargor has no right to control or restrict the Creditor's exercise of any of its rights, powers or discretions under this Deed.

**12. SAVING PROVISIONS****12.1 Reinstatement**

If, at any time, there has been a release, settlement or discharge of any of the Chargor's obligations under this Deed and, as a consequence of any insolvency (or analogous) proceedings or for any other reason:

12.1.1 any payment made to any person in respect of any of the Secured Obligations is required to be repaid; and

12.1.2 any Security (or other right) held by the Creditor in respect of any of the Secured Obligations (whether under this Deed or otherwise) is declared void, is set aside or is otherwise affected,

then the Chargor's obligations under this Deed will continue in effect as if there had been no such release, settlement or discharge and as if the relevant payment had not been made and (as applicable) the relevant obligation or Security (or other right) had not been so affected; and accordingly (but without limiting the Creditor's other rights under this Deed) the Creditor will be entitled to recover from the Chargor the value which the Creditor has placed upon such Security (or other right) or the amount of any such payment as if such release, settlement or discharge had not occurred.



## 12.2 **Avoidable payments**

If the Creditor, acting reasonably, considers that any amount paid by the Chargor in respect of the Secured Obligations is capable of being avoided, set aside or ordered to be refunded or reduced for any reason then for the purposes of this Deed such amount will not be considered to have been irrevocably paid.

## 12.3 **Waiver of defences**

The obligations of the Chargor under this Deed and the Security created under this Deed will not be affected by any act, omission, matter or thing which, but for this clause, would reduce, release or prejudice any of its obligations under this Deed or the Security created under this Deed (without limitation and whether or not known to it or the Creditor) including:

- 12.3.1 any time, waiver or consent granted to, or composition with, the Chargor or other person;
- 12.3.2 the release of the Chargor or any other person under the terms of any composition or arrangement with any creditor of the Chargor;
- 12.3.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- 12.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor or any other person;
- 12.3.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any document or security;
- 12.3.6 any unenforceability, illegality or invalidity of any obligation of any person under any document or security; or
- 12.3.7 any insolvency or similar proceedings.

## 12.4 **Immediate recourse**

The Chargor waives any right it may have of first requiring the Creditor (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law or any provision of any agreement entered into between the Creditor and the Chargor, to the contrary.

## 12.5 **Appropriations**

Until all amounts which may be or become payable by the Chargor under the Loan Agreement have been irrevocably paid in full, the Creditor (or any trustee or agent on its behalf) may:

- 12.5.1 refrain from applying or enforcing any other moneys, security or rights held or received by the Creditor (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same; and
- 12.5.2 hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Deed.

**13. CHANGES TO THE PARTIES****13.1 No assignment**

Neither the Chargor or the Creditor may not assign any of its rights or transfer any of its rights or obligations under this Deed.

**14. COMMUNICATIONS****14.1** Any notice or other communication given under or in connection with this Deed will be in writing, in the English language marked for the attention of the specified representative of the party to be given the notice or communication and:

**14.1.1** sent to that party's address by pre-paid mail delivery service providing proof of delivery; or

**14.1.2** delivered to or left at that party's address (but not, in either case, by the method set out in Clause 14.1.1); or

**14.1.3** sent by email to that party's email address, provided that the title to the email begins with the words "SERVICE OF NOTICE".

The address and email address and representative for each party are set out below and may be changed by that party giving at least 10 Business Days notice in accordance with this Clause 14.

**Chargor**

The Black Sheep Brewery Plc

john.hunt@blacksheep.co.uk

For the attention of John Hunt

**Creditor**

Dewscope Limited

mark@intrinsic.london

For the attention of Mark Horrocks

**14.2** Any notice or communication given in accordance with Clause 14.1 will be deemed to have been served:

**14.2.1** if delivered by hand, at the time of delivery; and

**14.2.2** if sent by pre-paid post at 9.00 a.m. on the 5<sup>th</sup> Business Day after the date of posting; and

**14.2.3** if sent by email at the time of confirmation of delivery by way of a delivery receipt;

provided that if a notice or communication is deemed to be served before 9.00am on a Business Day it will be deemed to be served at 9.00am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 5.00pm on a Business Day it will be deemed to be served at 9.00am on the immediately following Business Day.

**14.3** To prove service of a notice or communication it will be sufficient to prove that the provisions of Clause 14.1 were complied with.

**15. COUNTERPARTS**

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of the Deed.

**16. GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

**17. JURISDICTION**

- 17.1 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**").
- 17.2 The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Deed will argue to the contrary.
- 17.3 Clause 17.1 is for the benefit of the Creditor only. As a result, the Creditor will not be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, the Creditor may take concurrent proceedings in any number of jurisdictions.

**This Deed is executed as a deed and delivered on the date stated at the beginning of this Deed.**

**SCHEDULE 1****Details of Charged Property****Part I  
Real Property****Registered Land**

<b>Address/description of the Real Property</b>	<b>Title Number</b>
N/A	N/A

**Part II  
Shares**

<b>Name of company whose shares are held</b>	<b>Company number of company whose shares are held</b>	<b>Number and class of shares</b>
N/A	N/A	N/A

**Part III  
Bank accounts**

<b>Name or designation of bank account</b>	<b>Account number</b>	<b>Name of institution and branch at which account held</b>
N/A	N/A	N/A

**Part IV Insurances**

<b>Brief description of policy, including policy number</b>	<b>Date of policy</b>	<b>Insurance company or underwriter (including address for service of notices)</b>
N/A	N/A	N/A

EXECUTION OF DEBENTURE

The Chargor

Executed as a deed by )  
The Black Sheep Brewery Plc , )  
acting by one director in the presence of: )

[Redacted Signature]

Director

Name: Charlene Lyons

Witness signature: [Redacted Signature]

I confirm that I was physically present when the director signed this Deed.

Witness name: John Hunt

Witness address: [Redacted Address]

The Creditor

Executed as a deed by )  
Dewscope Limited , )  
acting by one director in the presence of: )

[Redacted Signature]

.....

Director

Name: Mark Horrocks

in the presence of: [Redacted Signature]

Witness signature:

I confirm that I was physically present when the director signed this Deed.

Witness name: Brendan Adams

Witness address: [Redacted Address]