



**Registration of a Charge**

Company name: **CORPORATE COMPUTER CONSULTANTS LIMITED**

Company number: **03351105**



X82O6Y7S

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

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**Details of Charge**

Date of creation: **29/03/2019**

Charge code: **0335 1105 0007**

Persons entitled: **GFS1 LTD**

Brief description:

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

**Contains negative pledge.**

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**Authentication of Form**

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

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**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: **IRWIN MITCHELL LLP**



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

Company number: 3351105

Charge code: 0335 1105 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th March 2019 and created by CORPORATE COMPUTER CONSULTANTS 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**

DATED 29 March 2019

BETWEEN:

GFS1 LTD

- AND -

CORPORATE COMPUTER CONSULTANTS LIMITED

DEBENTURE

Glenhawk

We hereby certify  
this to be a true copy  
of the original

Irwin Mitchell LLP

Irwin Mitchell LLP  
Mercantile House  
18 London Road  
Newbury  
Berkshire RG14 1JX

29.03.19

THIS DEED is dated 29 March 2019 and made between:

- (1) **GFS1 Ltd** registered in England and Wales with company number 11387725 whose registered office is 19 Albemarle Street, Mayfair, London, England W1S 4HR (the "Lender"); and
- (2) **CORPORATE COMPUTER CONSULTANTS LIMITED**, a company incorporated and registered in England and Wales with company number 3351105 whose registered office is at Telfords Yard, 6-8 The Highway, London, E1W 2BS (the "**Company**").

IT IS AGREED that:

1. Interpretation

1.1 Definitions

In this deed:

<b>"Charged Assets"</b>	means the assets charged or assigned to the Lender under this deed;
<b>"Debts"</b>	means all book and other debts of the Company (present and future), all other monies due and owing to the Company (present and future) and the benefit of all rights, securities or guarantees in respect of such book and other debts;
<b>"Encumbrance"</b>	includes any mortgage, charge, (fixed or floating), pledge, hypothecation or lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which has the effect of providing security (including, without limitation, the deposit of monies or property with a person with the intention of affording such person a right of set-off or lien);
<b>"Event of Default"</b>	has the meaning given to that expression in the Facility Agreement;
<b>"Expenses"</b>	means all expenses (on a full indemnity basis), including (without limitation) legal fees, from time to time paid or incurred by the Lender or any receiver at any time in connection with the Charged Assets or the Secured Liabilities or in taking, perfecting, preserving, defending or enforcing this deed (or any of the Security) or in exercising any right or power under this deed or otherwise;
<b>"Facility Agreement"</b>	means the facility agreement between the Company and the Lender dated <u>29 March 2019</u> <del>on or around the date hereof</del> ;
<b>"Financial Collateral"</b>	means shall have the meaning given to that expression in the Financial Collateral Regulations;
<b>"Financial</b>	means the Financial Collateral Arrangements (No 2)

**Collateral  
Regulations"**

Regulations 2003 (*SI 2003/3226*);

**"Insured Risks"**

means fire, storm, tempest, flood, earthquake, lightning, explosion, impact, aircraft and other aerial devices and articles dropped from them, riot, civil commotion, malicious damage, landslip, subsidence, burst pipes, environmental pollution, terrorist acts and other such risk as the Lender may from time to time require to be insured;

**"Interest"**

means the Default Rate as defined in the Facility Agreement;

**"LPA"**

means the Law of Property Act 1925;

**"Real Property"**

means all the freehold and leasehold property (present and future) vested in or charged to the Company or in which it otherwise has an interest;

**"Receiver"**

a receiver of any or all of the Charged Assets appointed by the Lender pursuant to clause 11.1;

**"Secured  
Liabilities"**

means all present and future monies, obligations and liabilities of the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Facility Agreement or this deed, together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities;

**"Securities"**

means all shares, stock, warrants, debentures and other securities (certificated or uncertificated) or units in an account or balance (whether held in the name of the Company or by a nominee) of the Company (present and future) and all income and rights deriving from or attaching to the same;

**"Security"**

means the security constituted by this deed;

**"Security  
Financial  
Collateral  
Arrangement"**

shall have the meaning given to that expression in the Financial Collateral Regulations.

1.2 General Interpretation

In this deed references to:

1.2.1 the "Company" or the "Lender" where the context admits include a reference to its respective successors, assigns and/or transferees;

1.2.2 persons include bodies corporate, unincorporated associations and partnerships in each case whether or not having a separate legal personality;

1.2.3 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

1.2.4 this deed or to a provision of this deed, or any other document are references to it as amended or supplemented, whether before the date of this deed or otherwise.

1.3 This deed does not confer any rights on any person who is not a party to this deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **2. Secured Liabilities**

The Company covenants with the Lender that it will on demand:

2.1 pay the Secured Liabilities as and when the same fall due;

2.2 from time to time pay the Expenses; and

2.3 from time to time pay Interest on the amounts covenanted to be paid by the Company under clauses 2.1 and 2.2 from the date on which the Company has agreed to pay Interest on them or, if there is no such agreement, from the date on which they become due or (in the case of any Expense) the date of the Lender's expenditure, until payment by the Company.

## **3. Security**

As a continuing security for the discharge and payment of the Secured Liabilities and with full title guarantee, the Company:

3.1 charges to the Lender by way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company;

3.2 charges to the Lender by way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Company, except the property charged by clause 3.1;

3.3 charges to the Lender by way of fixed charge all rents receivable from any lease granted out of any Real Property;

3.4 charges to the Lender the benefit of all covenants and rights relating to the Real Property and the benefit of all easements serving or relating to such property;

3.5 charges to the Lender by way of fixed charge all fixtures and fittings from time to time attached to any Real Property to the extent that they are not subject to a charge under clauses 3.1 or 3.2;

3.6 charges to the Lender by way of fixed charge all the plant, machinery, vehicles and computer equipment of the Company (present and future) not regularly disposed of in the ordinary course of business together with all right, title and interest of the Company under any agreements relating to the purchase, lease, hire purchase or maintenance of the same;

3.7 charges to the Lender by way of fixed charge all furniture, furnishings, equipment, tools and other chattels of the Company (present and future) not regularly disposed of in the ordinary course of business together with all right, title and interest of the

Company under any agreements relating to the purchase, lease or hire-purchase of the same;

- 3.8 charges to the Lender by way of fixed charge the benefit of all licences, consents and authorisations held or utilised by the Company (present and future) in connection with its business or the use of any of its assets;
- 3.9 charges to the Lender by way of fixed charge all the goodwill and uncalled capital of the Company (present and future);
- 3.10 charges to the Lender by way of fixed charge all the Securities;
- 3.11 charges to the Lender by way of fixed charge all choses in action, claims and intellectual property rights (including contract rights in patents, inventions, copyrights, design rights, trademarks, service marks, database rights, confidential information, know-how, domain names and business names) of the Company (present and future);
- 3.12 charges to the Lender by way of fixed charge all the Debts and the proceeds of payment or realisation of each of them;
- 3.13 charges to the Lender by way of fixed charge all negotiable instruments at any time drawn, issued or endorsed in favour of, or held by or on behalf of, the Company, including any such instruments which at any time have been deposited with the Lender (whether or not endorsed to the Lender);
- 3.14 charges to the Lender by way of fixed charge the proceeds of each policy of insurance (present and future) issued in relation to the Charged Assets;
- 3.15 charges to the Lender by way of fixed charge the benefit of any interest rate swap, currency swap, cap or collar arrangement, future, option, forward rate agreement or other derivative instrument (howsoever described) or any other agreement with the Lender or any third party for protecting or hedging any of the Secured Liabilities to the Lender at any time; and
- 3.16 charges to the Lender by way of floating charge all the undertaking and all property, assets and rights of the Company (present and future) wherever situate not from time to time subject to a mortgage or fixed charge or an effective assignment under this deed.

#### **4. Restrictions on Dealing**

##### **4.1 General restrictions**

The Company will not without the prior written consent of the Lender do any of the following:

- 4.1.1 (except in favour of the Lender) create or permit to arise or continue any Encumbrance affecting any of the Charged Assets nor increase nor extend any liability of the Company secured on any of the Charged Assets;
- 4.1.2 dispose of the Charged Assets charged or assigned by clauses 3.1 to 3.15 inclusive or, following conversion of the floating charge created by clause 3.16 to a fixed charge, the Charged Assets charged by clause 3.16; or

4.1.3 dispose of the Charged Assets charged by clause 3.16 other than in the ordinary course of business while the floating charge remains uncrystallised; or

4.1.4 grant or accept a surrender of, or vary, any lease or licence of, nor part with or share possession or occupation of, the Real Property nor reduce any sum payable under them nor enter into any onerous or restrictive obligations affecting the Real Property or consent to any assignment or under-letting of any interest in the Real Property.

#### 4.2 Priority arrangements

If the Lender does consent to the creation of a mortgage or charge on the Charged Assets it may require a priority agreement or deed with the mortgagee or chargee. In the case of registered land this will require registration and will be a public document.

#### 4.3 Restriction on registered land

The Company agrees that the Lender may apply for a restriction to be entered on the register of any Real Property which is registered land that no disposition of the registered estate by the proprietor(s) of the registered estate or by the proprietor(s) of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge created by this deed in favour of the Lender referred to in the charges register.

### 5. **Floating Charge**

5.1 The Lender may at any time by written notice to the Company convert the floating charge created by this deed into a fixed charge as regards any of the Charged Assets specified in the notice.

5.2 The floating charge created by this deed will be converted to a fixed charge immediately if any other floating charge granted by the Company is converted to a fixed charge.

5.3 Any asset acquired by the Company after any crystallisation of the floating charge created under this Deed that, but for that crystallisation, would be subject to a floating charge under this Deed, shall (unless the Lender confirms otherwise to the Company in writing) be charged to the Lender by way of first fixed charge.

5.4 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3.16.

### 6. **Liability of the Company**

#### 6.1 Liability not discharged

The Company's liability under this Deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

6.1.1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;



6.1.2 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

6.1.3 any other act or omission that, but for this clause 6.1, might have discharged, or otherwise prejudiced or affected, the liability of the Company.

6.2 Immediate recourse

The Company waives any right it may have to require the Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Deed against the Company.

7. **Insurance**

7.1 Insured risks

Except where insured by the lessor of any Real Property, the Company will insure all of the Charged Assets (which are of an insurable nature) against:

7.1.1 the Insured Risks;

7.1.2 loss of rents payable by the tenants or other occupiers of the Real Property for a period of three years;

7.1.3 third party and public liability; and

7.1.4 any other risks normally insured against by persons carrying on the same class of business as that carried on by it.

7.2 Replacement value

Any insurance must be in a sum or sums not less than the replacement value of the Charged Assets. For this purpose, "replacement value" means the total cost of rebuilding, reinstating or replacing those Charged Assets in the event of their being completely destroyed, together with any relevant architects' and surveyors' fees.

7.3 Insurance company

Any insurance required under this clause must be with an insurance company or underwriters acceptable to the Lender (such acceptance not to be unreasonably withheld or delayed).

7.4 Application

Subject to the provisions of any lease or prior charge of all or part of the Charged Assets, all monies received or receivable under any insurance must be applied:

7.4.1 in replacing, restoring or reinstating the Charged Assets destroyed or damaged or in any other manner which the Lender may agree; or

7.4.2 if the Lender so directs and the terms of the relevant insurances allow, in or towards satisfaction of the Secured Liabilities.

**7.5      Avoidance of policy**

The Company will not do or permit anything to be done which may make void or voidable any policy of insurance in connection with any Charged Assets.

**7.6      Premiums**

The Company will promptly pay all premiums and do all other things necessary to keep each policy of insurance in respect of the Charged Assets in force.

**7.7      Production of policy**

The Company will, immediately on demand by the Lender, produce to the Lender the policy, certificate or cover note relating to any insurance policy and the receipt for the payment of the last premium.

**8.       Book Debts**

The Company will not without the prior written consent of the Lender deal with its Debts otherwise than by collecting them in the ordinary course of business and will not charge, factor, discount or assign any of its Debts in favour of any third party.

**9.       When security becomes enforceable**

**9.1      Encumbrance becomes enforceable on Event of Default**

The security constituted by this Deed shall become immediately enforceable if an Event of Default occurs.

**9.2      Discretion**

After the security constituted by this Deed has become enforceable, the Lender may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Charged Assets.

**10.      Enforcement of security**

**10.1     Enforcement powers**

10.1.1    For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.

10.1.2    The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this Deed) shall be immediately exercisable at any time after the security constituted by this Deed has become enforceable under clause 9.1.

10.1.3    Section 103 of the LPA 1925 does not apply to the security constituted by this Deed.

**10.2     Extension of statutory powers of leasing**

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the

Lender and any Receiver, at any time after the security constituted by this Deed has become enforceable, whether in its own name or in that of the Company, to:

10.2.1 grant a lease or agreement to lease;

10.2.2 accept surrenders of leases; or

10.2.3 grant any option of the whole or any part of the Charged Assets with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Company, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Lender or Receiver thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

### 10.3 Access on enforcement

10.3.1 At any time after the Lender has demanded payment of the Secured Liabilities or if the Company defaults in the performance of its obligations under this Deed or the Facility Agreement, the Company will allow the Lender or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Charged Asset and for that purpose to enter on any premises where a Charged Asset is situated (or where the Lender or a Receiver reasonably believes a Charged Asset to be situated) without incurring any liability to the Company for, or by any reason of, that entry.

10.3.2 At all times, the Company must use its best endeavours to allow the Lender or its Receiver access to any premises for the purpose of clause 10.3.1 (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.

### 10.4 Prior Encumbrance

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

10.4.1 redeem that or any other prior Encumbrance;

10.4.2 procure the transfer of that Encumbrance to it; and

10.4.3 settle and pass any account of the holder of any prior Encumbrance.

The settlement and passing of any such account passed shall, in the absence of any manifest error, be conclusive and binding on the Company. All monies paid by the Lender to an encumbrancer in settlement of any of those accounts shall, as from its payment by the Lender, be due from the Company to the Lender on current account and shall bear interest and be secured as part of the Secured Liabilities.

### 10.5 Protection of third parties

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

10.5.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;

10.5.2 whether any power the Lender or Receiver is purporting to exercise has become exercisable or is properly exercisable; or

10.5.3 how any money paid to the Lender or any Receiver is to be applied.

#### 10.6 Privileges

Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

#### 10.7 No liability as mortgagee in possession

Neither the Lender or any Receiver shall be liable, by reason of entering into possession of a Charged Asset or for any other reason, to account as mortgagee in possession in respect of all or any of the Charged Assets, nor shall any of them be liable for any loss on realisation of, or for any act, neglect or default of any nature in connection with, all or any of the Charged Assets for which a mortgagee in possession might be liable as such.

#### 10.8 Conclusive discharge to purchasers

The receipt of the Lender or any Receiver shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Assets or in making any acquisition in the exercise of their respective powers, the Lender, and every Receiver may do so for any consideration, in any manner and on any terms that it or he thinks fit.

#### 10.9 Right of appropriation

10.9.1 To the extent that:

- (a) the Charged Assets constitute Financial Collateral; and
- (b) this Deed and the obligations of the Company under it constitute a Security Financial Collateral Arrangement,

the Lender shall have the right, at any time after the security constituted by this Deed has become enforceable, to appropriate all or any of those Charged Assets in or towards the payment or discharge of the Secured Liabilities in any order that the Lender may, in its absolute discretion, determine.

10.9.2 The value of any Charged Assets appropriated in accordance with this clause shall be:

- (a) in the case of cash, the amount standing to the credit of each of the Company's accounts with any bank, financial institution or other person, together with all interest accrued but unposted, at the time the right of appropriation is exercised; and

- (b) in the case of Securities, the price of those Investments at the time the right of appropriation is exercised as listed on any recognised market index or determined by any other method that the Lender may select (including independent valuation).

10.9.3 The Company agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

## **11. Receivers**

- 11.1 At any time after the security constituted by this Deed has become enforceable, or at the request of the Borrower, the Lender may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Charged Assets.
- 11.2 The Lender may, without further notice (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receiver), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.
- 11.3 The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925, and the remuneration of the Receiver shall be a debt secured by this Deed, to the extent not otherwise discharged.
- 11.4 The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.
- 11.5 The power to appoint a Receiver (whether conferred by this Deed or by statute) shall be, and remain, exercisable by the Lender despite any prior appointment in respect of all or any part of the Charged Assets.
- 11.6 Any Receiver appointed by the Lender under this Deed shall be the agent of the Borrower and the Borrower shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Borrower goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lender.
- 11.7 Any receiver appointed by the Lender will (in addition to all powers conferred on him by law) have the following powers exercisable upon such terms and conditions as he thinks fit:
  - 11.7.1 to take possession of and generally to manage the Charged Assets and any business of the Company;
  - 11.7.2 to enter into, carry into effect, complete, deliver, perform, repudiate, rescind or vary any deed, contract, transaction or arrangement to which the Company is or is to be a party;

- 11.7.3 to carry out on any Real Property (or on any other property which it may in his opinion be necessary or desirable to work upon) any new works or complete any unfinished works of building, reconstruction, maintenance, furnishing or equipment and to apply for and obtain all planning permissions, building regulation approvals and other permissions, consents or licences as may be necessary or desirable for such purposes;
  - 11.7.4 to purchase or acquire any land and purchase, acquire, grant or release any interest in or right over land and enter into, take or release the benefit of covenants (positive or restrictive) binding on or benefiting the Real Property;
  - 11.7.5 to sell, lease, licence, surrender or accept surrenders of leases or licences of, charge or otherwise deal with and dispose of the Charged Assets without restriction including (without limitation) power to dispose of any fixtures separately from the land;
  - 11.7.6 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Company;
  - 11.7.7 to insure the Charged Assets and any works and effect indemnity insurance or other similar insurance and obtain bonds or give commitments, guarantees, indemnities and security;
  - 11.7.8 to call any uncalled capital of the Company with all the powers conferred by the articles of association of the Company in relation to calls;
  - 11.7.9 to engage, rely on the advice of and discharge advisers, consultants, officers, managers, agents, workmen and others;
  - 11.7.10 to purchase materials, tools, equipment, goods or supplies;
  - 11.7.11 to bring, continue or defend any claim, dispute, action or legal proceedings and enter into any arrangement or compromise;
  - 11.7.12 to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Secured Liabilities for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
  - 11.7.13 to make any elections for value added tax purposes; and
  - 11.7.14 to do any other acts which he may consider to be incidental or conducive to any of his powers or to the realisation of the Charged Assets.
- 11.8 In the case of joint receivers any power may be exercised jointly or severally.

## **12. Order of application of proceeds**

- 12.1 All monies received by the Lender or a Receiver pursuant to this Deed, after the security constituted by this Deed has become enforceable, shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority:

- 12.1.1 in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Lender (and any Receiver, attorney or agent appointed by it) under or in connection with this Deed, and of all remuneration due to any Receiver under or in connection with this Deed;
- 12.1.2 in or towards payment of or provision for the Secured Liabilities in any order and manner that the Lender determines; and
- 12.1.3 in payment of the surplus (if any) to the Borrower or other person entitled to it.

### **13. Appropriation**

- 13.1 Neither the Lender or any Receiver shall be bound (whether by virtue of section 109(8) of the LPA 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 between any of the Secured Liabilities.
- 13.2 The Lender may open a new account upon receiving actual or constructive notice of any charge or interest affecting the Charged Assets and whether or not the Lender opens any such account no payment received by the Lender after receiving such notice will (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging the Secured Liabilities outstanding at the time of receiving such notice.

### **14. Protection of security**

#### **14.1 Preservation of security and rights**

This deed is in addition to any other rights or security, now and in the future, held by the Lender from the Company or any other person for the Secured Liabilities and will not merge with or prejudice or be prejudiced by any such rights or security or any other contractual or legal rights of the Lender.

#### **14.2 Further assurance**

The Company will at its own cost at the Lender's or any receiver's request execute any deed or document and take any action required by the Lender or any receiver to perfect or protect this security or its priority or further to secure on the Charged Assets, the Secured Liabilities or for facilitating the realisation of the Charged Assets or the exercise of any rights or powers of the Lender or any receiver.

#### **14.3 Power of attorney**

The Company by way of security irrevocably appoints the Lender and any receiver severally to be the attorney for the Company (with full power of substitution and delegation) in the Company's name and on the Company's behalf and as the Company's act and deed to sign or execute all deeds, instruments and documents and do all acts and things (including taking, continuing or defending any proceedings) as may be required by the Lender or any receiver pursuant to this deed or the exercise of any of their powers.

**15. Property**

15.1 If the Company acquires any freehold or leasehold property after the date of this Deed it shall:

15.1.1 immediately notify the Lender;

15.1.2 subject to clause 15.2, immediately on request by the Lender and at the cost of the Company, execute and deliver to the Lender a legal mortgage in favour of the Lender of that property in any form which the Lender may reasonably;

15.1.3 if the title to that property is registered at HM Land Registry or required to be so registered, give HM Land Registry written notice of the security comprised in this Deed; and

15.1.4 if applicable, ensure that the security comprised in this Deed is correctly noted in the Register of Title against that title at HM Land Registry.

15.2 If the consent of the landlord in whom the reversion of a lease is vested is required for the Company to execute a legal mortgage over it pursuant to clause 15.1.2, the Company shall apply for the consent of the landlord to the creation of the mortgage as soon as reasonably practicable and use all reasonable endeavours to obtain such consent as soon as possible and shall only be obliged to execute and deliver such legal mortgage to the Lender on such consent being obtained.

**16. Set-off**

16.1 The Lender will be entitled (but not obliged) at any time or times without notice (both before and after demand) to set off any liability of the Company to the Lender against any liability of the Lender to the Company (whether actual or contingent, present or future).

**17. Notice**

17.1 Any notice or other communication given to a party under or in connection with this Agreement shall be:

17.1.1 in writing;

17.1.2 delivered by hand by pre-paid first-class post or other next working day delivery service or sent by email; and

17.1.3 sent to:

(a) the Company at:

Address: Telfords Yard, 6-8 The Highway, London, E1W 2BS

Attention: Ebenezer Olugbenga John

Email: [ ]

(b) the Lender at:

Address: 19 Albemarle Street, Mayfair, London, England, W1S 4HR



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Attention: Nick Hilton

Email: [lendingteam@glenhawk.com](mailto:lendingteam@glenhawk.com)

or to any other address or e-mail address as is notified in writing by one party to the other from time to time.

17.2 Any notice or other communication shall be deemed to have been received:

17.2.1 if delivered by hand, at the time it is left at the relevant address;

17.2.2 if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and

17.2.3 if sent by e-mail, at the time of transmission.

17.3 A notice or other communication given as described in clauses 17.2.1 or 17.2.3 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

## **18. Assignment**

### **18.1 Right of Lender to assign**

The Lender may at any time assign or otherwise transfer all or any part of its rights under this deed.

### **18.2 Restriction on Company**

The Company may not assign or transfer any of its rights or obligations under this deed.

### **18.3 Confidentiality**

The Lender may give such information relating to the Company and the Secured Liabilities as it thinks fit to any person proposing to take an assignment and/or transfer from the Lender and/or to enter into contractual relations with the Lender with respect to this deed.

### **18.4 Merger or amalgamation**

The Secured Liabilities will extend to all liabilities of the Company to the Lender notwithstanding any change of name of the Lender and/or the Lender's absorption by or in or amalgamation with any other lender or person or the acquisition of all or part of its undertaking by any other lender or person and to all sums in respect of advances and other lending facilities from such other lender or person.

## **19. Miscellaneous**

### **19.1 Interest**

Interest payable by the Company to the Lender will accrue both before and after judgment on a daily basis and on the basis of a 365 day year and will be compounded (both before and after judgment) quarterly. After a demand, Interest will also be calculated on the Secured Liabilities together with accrued Interest as at the date of the demand.

**19.2     Delays**

The Lender's rights and powers under this deed are cumulative and not exclusive of its rights under general law and will not be affected or impaired by any delay or omission by the Lender in exercising them or any previous exercise of or failure to exercise any such rights or powers.

**19.3     Severability**

Each of the provisions of this deed will be severable and distinct from one another and if at any time any one or more of those provisions (or any part thereof) is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

**19.4     Variations**

No variation of the terms of this deed will be valid unless it is in writing signed by the Company and confirmed in writing by the Lender.

**19.5     Independent Security**

The security constituted by this deed shall be in addition to, and independent of, any other security or guarantee that the Lender may hold for any of the Secured Liabilities at any time. No prior security held by the Lender over the whole or any part of the Secured Assets shall merge in the security created by this deed.

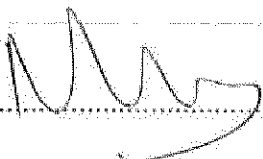
**20.     Law and Jurisdiction**

20.1     This Debenture and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by and interpreted in accordance with the law of England and Wales.

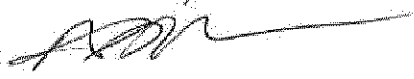
20.2     The parties to this Debenture irrevocably agree that the Courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Legal Charge or its subject matter for formation (including non-contractual disputes or claims).

This deed is executed as a deed by the parties and is delivered and takes effect on the date at the beginning of this deed.

SIGNED and delivered as a deed )  
by **GFS1 Ltd** acting by a Director )  
in the presence of a witness: )



Witness (signature):



Name: **ANU WAREHAM**

Address: **19 Albemarle Street, London, W1S4HR**

Occupation: **Underwriter**

SIGNED and delivered as a Deed )  
by **EBENEZER OLUGBENGA JOHN** )  
acting by a Director )  
in the presence of: )

\*\*\*\*\*

Witness Signature:

Name:

Address:

Occupation:

