

314970 / 39

In accordance with  
Sections 859A &  
859J of the Companies  
Act 2006

**MR01**

Particulars of a charge



**A fee is payable with this form.**  
Please see 'How to pay' on the  
last page

**You can use the WebFiling service to file this form online.**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is  
no instrument. Use form MR08

For further information, please  
refer to the relevant section of the  
Companies Act 2006

This form **must be delivered to the Registrar for registration within  
21 days** beginning with the day after the date of creation of the charge. If  
delivered outside of the 21 days it will be rejected unless it is accompanied by a  
court order extending the time for delivery

☐ You **must** enclose a certified copy of the instrument with this form. This will be  
scanned and placed on the public record



\*A2DV3B09\*  
A09 01/08/2013 #116  
COMPANIES HOUSE

THURSDAY

<b>1</b>	<b>Company details</b>	For official use 0003
Company number	5 2 9 7 9 2 4	<b>Filing in this form</b> Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	BADBURY DEVELOPMENTS LIMITED	

<b>2</b>	<b>Charge creation date</b>
Charge creation date	1 8 0 7 2 0 1 3

<b>3</b>	<b>Names of persons, security agents or trustees entitled to the charge</b>
Please show the names of each of the persons, security agents or trustees entitled to the charge	
Name	MICHAEL BARRY DAVIS (AS TRUSTEE OF THE GOULD FAMILY SETTLEMENT TRUST (NUMBER 1))
Name	MICHAEL JANUARY (AS TRUSTEE OF THE GOULD FAMILY SETTLEMENT TRUST (NUMBER 1))
Name	
Name	
If there are more than four names, please supply any four of these names then tick the statement below <input type="checkbox"/> I confirm that there are more than four persons, security agents or trustees entitled to the charge	

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

(A) BY WAY OF A LEGAL MORTGAGE ANY FREEHOLD LEASEHOLD OR OTHER IMMOVABLE PROPERTY OWNED BY THE BORROWER TOGETHER WITH ALL BUILDINGS, TRADE AND OTHER FIXTURES, FIXED PLANT AND MACHINERY OF THE BORROWER FROM TIME TO TIME THEREON AND THE PROCEEDS OF SALE THEREOF

(B) BY WAY OF FIXED CHARGE -

(1) ALL FREEHOLD LEASEHOLD AND OTHER IMMOVABLE PROPERTY NOW OR IN THE FUTURE BELONGING OR CHARGED TO THE BORROWER TOGETHER WITH ALL BUILDINGS, TRADE AND OTHER FIXTURES, FIXED PLANT AND MACHINERY OF THE BORROWER AND THE PROCEEDS OF SALE THEREOF

(11) ALL PLANT AND MACHINERY COMPUTERS OFFICE AND OTHER EQUIPMENT AND ALL STOCKS SHARES AND OTHER SECURITIES NOW OR IN THE FUTURE BELONGING TO THE BORROWER TOGETHER WITH ALL DIVIDENDS AND OTHER RIGHTS RIGHTS DERIVING THEREFROM

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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**Trustee statement** ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X










X

This form must be signed by a person with an interest in the charge

# MR01

## Particulars of a charge

	<b>Presenter information</b>
We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.	
Contact name	OLIVER HEBDON
Company name	SA LAW LLP
Address	
60 London Road	
St Albans	
Hertfordshire	
Post town	
County/Region	
Postcode	A L 1 1 N G
Country	
DX 122730 ST ALBANS 10	
Telephone	
01727 798044	
	<b>Certificate</b>
We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.	
	<b>Checklist</b>
We may return forms completed incorrectly or with information missing	
Please make sure you have remembered the following	
<input checked="" type="checkbox"/> The company name and number match the information held on the public Register	
<input checked="" type="checkbox"/> You have included a certified copy of the instrument with this form	
<input checked="" type="checkbox"/> You have entered the date on which the charge was created	
<input checked="" type="checkbox"/> You have shown the names of persons entitled to the charge	
<input checked="" type="checkbox"/> You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8	
<input checked="" type="checkbox"/> You have given a description in Section 4, if appropriate	
<input checked="" type="checkbox"/> You have signed the form	
<input checked="" type="checkbox"/> You have enclosed the correct fee	
<input checked="" type="checkbox"/> Please do not send the original instrument, it must be a certified copy	

	<b>Important information</b>
Please note that all information on this form will appear on the public record	
	<b>How to pay</b>
A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper	
Make cheques or postal orders payable to 'Companies House'	
	<b>Where to send</b>
You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below	
<b>For companies registered in England and Wales</b> The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff	
<b>For companies registered in Scotland</b> The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post)	
<b>For companies registered in Northern Ireland</b> The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG DX 481 N R Belfast 1	
	<b>Further information</b>
For further information, please see the guidance notes on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a> or email <a href="mailto:enquiries@companieshouse.gov.uk">enquiries@companieshouse.gov.uk</a>	
This form is available in an alternative format. Please visit the forms page on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a>	

# MR01 - continuation page

## Particulars of a charge



4	Description
Description	<p>Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security</p> <p>(111) ALL STOCKS SHARES AND OTHER SECURITIES NOW OR IN THE FUTURE BELONGING TO THE BORROWER TOGETHER WITH ALL DIVIDENDS AND OTHER RIGHTS DERIVING THEREFROM</p> <p>(1v) THE GOODWILL OF THE BORROWER AND ITS UNCALLED CAPITAL FOR THE TIME BEING</p> <p>(v) THE BENEFIT OF ANY LICENSE AND ALL PATENTS PATENT APPLICATIONS INVENTIONS TRADE MARKS SERVICE MARKS DESIGNS AND TRADE NAMES COPYRIGHT KNOW-HOW AND OTHER INTELLECTUAL PROPERTY RIGHTS AND ALL FEES, ROYALTIES AND OTHER RIGHTS OF EVERY KIND DERIVING THEREFROM NOW OR IN THE FUTURE BELONGING TO THE BORROWER</p> <p>(C) BY WAY OF A FLOATING CHARGE THE WHOLE OF THE BORROWER'S UNDERTAKING AND ALL ITS PROPERTY AND ASSETS WHATSOEVER AND WHERESOEVER PRESENT AND FUTURE OTHER THAN THE PROPERTY AND ASSETS FROM TIME TO TIME EFFECTIVELY CHARGED TO THE LENDER BY WAY OF LEGAL MORTGAGE OR FIXED CHARGE BY THIS DEBENTURE</p>



**FILE COPY**

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

Company number. 5297924

Charge code: 0529 7924 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th July 2013 and created by BADBURY DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st August 2013.

DX

Given at Companies House, Cardiff on 2nd August 2013



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

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

**THIS DEBENTURE** is dated

18<sup>th</sup> July

2013

SA Law LLP  
60 London Road

St Albans, Herts  
AL1 1NG

and made **BETWEEN**

- (1) **BADBURY DEVELOPMENTS LIMITED** (registered in England number 5297924) whose registered office is at The Old Bakery, 68B Grove Road, Wimborne, Dorset, BH21 1BW (the "Borrower"); and
- (2) **MICHAEL BARRY DAVIS** of 32 Hillside Grove, Mill Hill, London, NW7 2LR and **MICHAEL JANUARY** of 7 Birklands Park, London Road, St Albans, Hertfordshire, AL1 as Trustees of the Gould Family Settlement Trust (Number 1) (the "Lender")

**WITNESSES** as follows:

**1 Covenant to pay**

- 1.1 The Borrower covenants when the same shall be or become due or, in the absence of any specified due date, to pay and discharge to the Lender on demand all moneys obligations and liabilities whether principal interest or otherwise which may now or at any time in the future be due owing or incurred by the Borrower to the Lender and in whatever name or style.

**2 Charge**

- 2.1 The Borrower with full title guarantee and as a continuing security hereby charges with the payment or discharge of all moneys obligations and liabilities hereby covenanted to be paid or discharged by the Borrower together with all costs and expenses incurred by the Lender in relation to this Debenture or the moneys obligations and liabilities hereby secured.

(a) by way of a legal mortgage any freehold leasehold or other immovable property owned by the Borrower together with all buildings, trade and other fixtures, fixed plant and machinery of the Borrower from time to time thereon and the proceeds of sale thereof;

(b) by way of a fixed charge:

(i) all freehold leasehold and other immovable property now or in the future belonging or charged to the Borrower together with all buildings, trade and other fixtures, fixed plant and machinery of the Borrower from time to time thereon and the proceeds of sale thereof;

(ii) all plant and machinery computers office and other equipment now or in the future belonging to the Borrower and the full benefit of any warranties or maintenance contracts for any of the same,

(iii) all stocks shares and other securities now or in the future belonging to the Borrower together with all dividends and other rights deriving therefrom;

(iv) the goodwill of the Borrower and its uncalled capital for the time being;

(v) the benefit of any licences and all patents patent applications inventions trade marks service marks designs and trade names copyright know-how and other intellectual property rights and all fees, royalties and other rights of every kind deriving therefrom now or in the future belonging to the Borrower,

(c) by way of a floating charge the whole of the Borrower's undertaking and all its property and assets whatsoever and wheresoever present and future other than the property and assets from time to time effectively charged to the Lender by way of legal mortgage or fixed charge by this Debenture.

- 2.2 The Lender may convert the floating charge at any time by notice in writing to the Borrower into a fixed charge as regards all the property and assets which for the time being are the subject of such floating charge or, as the case may be, such of the said property and assets as are specified by such notice. The floating charge created by this Debenture shall unless otherwise agreed in writing by the Lender automatically and without notice immediately be converted into a fixed charge in the event that the Borrower shall create or permit to subsist any mortgage charge pledge lien or other security interest other than this Debenture or if any person takes any step to levy any distress attachment execution or other legal process against any of the said property or assets.
- 2.3 The security from time to time constituted by or pursuant to this Debenture shall be in addition to and shall not prejudice determine or affect any other security which the Lender may from time to time hold for or in respect of all or any part of the monies obligations and liabilities hereby secured. No prior security held by the Lender over the property charged by this Debenture or any part of it shall merge in the security created hereby or pursuant hereto which will remain in force and effect as a continuing security until discharged by the Lender.

### **3 Restrictions on Dealing**

- 3.1 The Borrower shall not without the prior written consent of the Lender or approval at the monthly meetings with the Lender:
- (a) create or permit to subsist any mortgage charge pledge lien (other than a lien arising by operation of law) or other security interest on any of its assets other than this Debenture;
  - (b) sell transfer lease lend or otherwise dispose of the whole or any part of its undertaking or (save in the normal course of trading at not less than market value) of its assets or enter into any agreement or grant any option for any such sale transfer lease loan or other disposal;
  - (c) part with possession of any freehold or leasehold property grant or agree to grant any option or any licence tenancy or other right of occupation to any person or exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by Sections 99 and 100 of the Law of Property Act 1925 provided that such restrictions shall not be construed as a limitation on the powers of any receiver appointed under this Debenture and being an agent of the Borrower and the Lender may grant or accept surrenders of leases without restriction [at any time after the Lender shall have demanded the payment or discharge of any of the monies obligations and liabilities hereby secured];
  - (d) pull down or remove or redevelop or make any material alteration to the whole or any part of any buildings or sever unfix or remove any fixtures or remove any plant or machinery belonging to or in use by the Borrower except for the purpose of effecting repairs or replacing the same.

### **4 Covenants by the Borrower**

- 4.1 The Borrower shall.
- (a) keep all buildings and all plant machinery fixtures and fittings in good repair and condition and permit any person or persons nominated by the Lender free access at all reasonable times to view the state and condition thereof;
  - (b) insure and keep insured such of its property as is insurable with such insurer and against such risks and in such amounts and otherwise in such terms as the Lender may require and will maintain such other insurances as are normally maintained by prudent companies carrying on similar businesses with the interest of the Lender noted upon all policies of such insurance or, if the Lender shall require, in the joint



names of the Borrower and the Lender and will produce or deposit with the Lender all such policies and receipts for all premium and other payments necessary for effecting and maintaining such insurances;

- (c) apply any insurance proceeds in making good the loss or damage or at the Lender's option in or towards the discharge of the monies obligations and liabilities secured by this Debenture,
- (d) punctually pay all rents taxes duties assessments and other outgoings and observe and perform all restrictive and other covenants under which any of the property subject to this Debenture is held;
- (e) deal with its book or other debts and all licence fees, royalties and other moneys deriving from its intellectual property in accordance with any directions from time to time given in writing by the Lender and in default of such directions not release factor sell at discount charge assign or otherwise deal with such debts, licence fees, royalties or other monies otherwise than by getting in and paying the same into such account;
- (f) subject to the rights of any prior mortgagee deposit with the Lender all deeds certificates and documents constituting or evidencing title to the property or any part thereof charged by this Debenture and all insurance policies;
- (g) comply with the provisions of all present or future statutes and directives and every notice order or direction made under any of the foregoing;
- (h) provide the Lender with all financial and other information with respect to the assets, liabilities and affairs of the Borrower and its subsidiaries and associated companies (if any) that the Lender may from time to time require

4.2 If the Borrower shall fail to satisfy the Lender that it has performed any of its obligations under clause 4.1 then the Lender may take such steps as it considers appropriate to procure the performance of such obligation and shall not thereby be deemed to be a mortgagee in possession and the moneys expended by the Lender shall be reimbursed by the Borrower on demand and until so reimbursed shall carry interest at the rate of one percent above the base rate of the Bank of England as varied from time to time. Such Interest to accrue daily and be compounded from the date of payment to the date of reimbursement.

## **5 Enforcement**

5.1 This Debenture shall become enforceable:

- (a) if any of the moneys obligations and liabilities secured by this Debenture shall not be paid or discharged by the Borrower in accordance with clause 1; or
- (b) if the Borrower shall be in breach of any provision of this Debenture or of any agreement containing any terms and conditions of or applicable to the moneys obligations and liabilities secured by this Debenture; or
- (c) upon the presentation of a petition for the winding up of the Borrower or the making of an order for the winding up of the Borrower or the passing by the Borrower of a resolution for voluntary winding up, or
- (d) if an encumbrancer shall take possession of or a receiver shall be appointed over or any secured creditor of the Borrower shall seek to enforce his security in respect of all or any of the property or assets charged by this Debenture; or
- (e) if a petition shall be presented for an administration order in relation to the Borrower; or

- (f) if the Borrower shall enter into any composition or arrangement for the benefit of its creditors, or
- (g) any other event shall take place which in the opinion of the Lender puts in jeopardy all or any part of the security created by this Debenture.

5.2 Section 103 of the Law of Property Act 1925 shall not apply and the statutory power of sale and all other powers under that or any other Act as varied or extended by this Debenture shall arise on and be exercisable at any time after the Lender shall have demanded the payment or discharge by the Borrower of all or any of the moneys obligations and liabilities secured by this Debenture.

5.3 Section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages shall not apply to this Debenture.

## **6 Receiver**

6.1 At any time after this Debenture has become enforceable or if the Borrower so requests in writing the Lender may without further notice to the Borrower appoint by writing under hand or under seal any one or more persons either singly jointly severally or jointly and severally to be a receiver, receiver and manager or administrative receiver (each a "Receiver") of all or any part of the property charged by this Debenture and either at the time of appointment or any time thereafter may fix his or their remuneration and except as otherwise required by statute may remove any such Receiver and appoint another or others in his or their place.

6.2 Any Receiver shall be the agent of the Borrower which shall be solely responsible for his acts and defaults and the payment of his remuneration.

6.3 Any Receiver shall subject to any liabilities or restrictions expressed in the deed or instrument appointing him have all the powers conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on mortgagors mortgagees in possession (but without liability as such) receivers administrative receivers and administrators appointed under those Acts which in the case of joint receivers may be exercised either jointly or severally. In addition, but without prejudice to the generality of the foregoing the Receiver shall have power (in the name of the Borrower or otherwise and in such manner and on such terms and conditions as he shall think fit) to:

- (a) take possession of collect and get in all or any part of the property in respect of which he is appointed and for that purpose to take any proceedings;
- (b) carry on or concur in carrying on the business of the Borrower and to raise money from the Lender or others on the security of any property charged by this Debenture;
- (c) purchase or acquire any land and purchase, acquire and grant any interest in or right over land;
- (d) sell or concur in selling let or concur in letting and terminate or accept surrenders of leases or tenancies of any of the property charged by this Debenture and to carry any such transactions into effect;
- (e) sell, assign let or otherwise dispose of or concur in selling, assigning, letting or otherwise disposing of all or any of the debts and any other property in respect of which he is appointed;
- (f) make any arrangement or compromise between the Borrower and any other person which he may think expedient;
- (g) make and effect all repairs improvement and insurances;
- (h) purchase materials tools equipment goods or supplies;

- (i) call up any uncalled capital of the Borrower with all the powers conferred by the articles of association of the Borrower in relation to calls;
- (j) employ engage and appoint managers and other employees and professional advisers,
- (k) do all such other acts and things as may be considered to be incidental or conducive to any other matters or powers aforesaid or to the realisation of the security constituted by this Debenture and which he lawfully may or can do.

## **7 Application of Proceeds**

7.1 Any moneys received by the Lender or any Receiver shall subject to the repayment of any claims having priority to the charges created by this Debenture be applied in the following order but without prejudice to the right of the Lender to recover any shortfall from the Borrower:

- (a) in the payment of all costs charges and expenses of and incidental to the appointment of the Receiver and the exercise of all or any of his powers and of all outgoings paid by him;
- (b) in the payment of the Receiver's remuneration;
- (c) in or towards the satisfaction of the moneys obligations and liabilities secured by this Debenture in such order as the Lender in its absolute discretion thinks fit;
- (d) in payment of the surplus (if any) to the person or persons entitled to it.

## **8 Protection of Third Parties**

8.1 No person dealing with a Receiver or the Lender shall be concerned to enquire whether any power which he or it is purporting to exercise has become exercisable or whether any money is due under this Debenture or as to the application of any money paid raised or borrowed or as to the propriety or regularity of any sale by or other dealing with such Receiver or the Lender. All the protection to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with a Receiver or the Lender.

## **9 Entry into Possession**

9.1 If the Lender or any Receiver shall enter into possession of the property hereby charged or any part thereof it or he may from time to time and at any time go out of such possession. Neither the Lender nor any Receiver shall in any circumstances (either by reason of any entry into or taking of possession of any such property or for any other reason and whether as mortgagee in possession or on any other basis) be liable to account to the Borrower for anything except its or his actual receipts or be liable to the Borrower for any loss or damage arising from any realisation of the property hereby charged or from any act default or omission in relation thereto.

## **10 Power of Attorney**

10.1 The Borrower irrevocably appoints the Lender any Receiver and any person nominated by the Lender jointly and also severally to be the attorney of the Borrower with the power of substitution and in its name and otherwise on its behalf and as its act and deed to sign or execute all deeds instruments and documents which the Lender or any Receiver may require or deem proper for any of the purposes of or which the Borrower ought to do under this Debenture. The Borrower agrees to ratify and confirm anything such attorney shall lawfully and properly do.

## **11 Prior Charges**

- 11.1 If there is any encumbrance over any of the property charged by this Debenture which ranks in priority to this Debenture and any proceedings or steps are taken to exercise or enforce any powers or remedies conferred by such prior encumbrance the Lender or any Receiver appointed under this Debenture in respect of such property may (but without prejudice to any rights the Receiver may have under Section 43 of the Insolvency Act 1986) redeem such prior encumbrance or procure its transfer to itself and may settle and pass the accounts of any prior mortgagee chargee or encumbrancer. Any account so settled and passed shall be conclusive and binding on the Borrower and all the principal interest costs charges and expenses of and incidental to such redemption or transfer shall be secured on the property charged by this Debenture and all the powers conferred by any prior encumbrance upon the encumbrancer or any receiver thereunder shall be exercisable by the Lender or a Receiver in like manner as if the same were expressly included in this Debenture.

## **12 Further Assurance**

- 12.1 The Borrower shall at its own cost whenever requested by the Lender immediately execute and sign all such deeds and documents and do all such things as the Lender may require for the purpose of perfecting or more effectively providing security to the Lender for the payment and discharge of the moneys obligations and liabilities secured by this Debenture or to facilitate the realisation of the property and assets mortgaged and charged by this Debenture or the exercise of any rights vested in the Lender or any Receiver.

## **13 Costs and Indemnity**

- 13.1 All costs and expenses properly incurred by the Lender in relation to enforcing this Debenture shall be reimbursed by the Borrower to the Lender on demand on a full indemnity basis and until so reimbursed shall carry interest in accordance with the provisions set out in clause 4.2 from the date of payment to the date of reimbursement and be secured on the property charged by this Debenture. A certificate signed by the Lender as to the amount of such costs and expenses shall be conclusive and binding upon the Borrower.
- 13.2 The Lender and every Receiver attorney or other person appointed by the Lender under this Debenture and their respective employees shall be entitled to be indemnified on a full indemnity basis out of the property charged by this Debenture in respect of all liabilities and expenses properly incurred by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the powers authorities or discretion's vested in them under this Debenture and against all actions proceedings losses costs claims and demands in respect of any matter or thing done or omitted in any way relating to the property charged by this Debenture and the Lender and any such Receiver may retain and pay all sums in respect of the same out of the moneys received under the powers conferred by this Debenture

## **14 Miscellaneous**

- 14.1 The Lender may without discharging or in any way affecting the security created by this Debenture or any remedy of the Lender grant time or other indulgence or abstain from exercising or enforcing any remedies securities guarantees or other rights which it may now or in the future have from or against the Borrower and may make any arrangement variation or release with any person or persons without prejudice either to this Debenture or the liability of the Borrower for the moneys obligations and liabilities secured by this Debenture.
- 14.2 The Lender shall have a full and unfettered right to assign the whole or any part of the benefit of this Debenture and the expression 'the Lender' shall include its successors and assigns and the Lender shall be entitled to disclose any information to any actual or prospective assignee successor or participant.
- 14.3 The provisions of this Debenture shall be severable and if at any time any one or more such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be impaired

14.4 The rights and remedies of the Lender provided by this Debenture are cumulative and are not exclusive of any rights powers or remedies provided by law and may be exercised from time to time and as often as the Lender may deem expedient.

14.5 Any reference in this Debenture to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.

## **15 Notices**

15.1 Any demand or notice under this Debenture shall be in writing and may be served personally on any director or the secretary of the Borrower or may be sent by post or facsimile or may be delivered to the registered office of the Borrower or its last known place of business. If such demand or notice is sent by post it shall be deemed to have been received on the day following the day on which it was posted and shall be effective notwithstanding that it was not in fact delivered or was returned undelivered. If sent by facsimile it shall be deemed to have been received (whether or not actually received) at the time of dispatch

## **16 Governing Law and Jurisdiction**

16.1 This Debenture shall be governed by and construed in accordance with the laws of England and the Borrower irrevocably submits to the exclusive jurisdiction of the English Courts.

## **17 Land Registry**

17.1 The Borrower certifies that this Debenture does not contravene its memorandum and articles of association and has been executed in accordance therewith

**IN WITNESS** whereof the Borrower has executed this Debenture as a Deed and the Lender has executed this Debenture the day and year first above written.

Executed as a Deed by

**BADBURY DEVELOPMENTS LIMITED**

acting by two directors or a director  
and the company secretary



Director



Director/Company Secretary