



Registration of a Charge

Company name: **SS PROTECT LIMITED**

Company number: **10161957**



X63Q0L8G

Received for Electronic Filing: **05/04/2017**

Details of Charge

Date of creation: **05/04/2017**

Charge code: **1016 1957 0002**

Persons entitled: **JUST DEVELOP IT LIMITED**

Brief description:

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **COFFIN MEW LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10161957

Charge code: 1016 1957 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th April 2017 and created by SS PROTECT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th April 2017 .

Given at Companies House, Cardiff on 6th April 2017

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**



JUST DEVELOP IT LIMITED (1)

and

SS PROTECT LIMITED (2)

DEBENTURE

relating to

SS PROTECT LIMITED

Ref: NMG/120099-41

Coffin Mew LLP

www.coffinmew.co.uk

THIS AGREEMENT is dated

5 APRIL 2017

~~2016~~

BETWEEN:

- (1) "the Lender" Just Develop It Limited (company number 06469172) whose registered office is at Larch House, Parklands Business Park, Denmead, Hampshire, United Kingdom, PO7 6XP; and
- (2) "the Company" SS Protect Limited (company number 10161957) whose registered office is at Larch House, Parklands Business Park, Denmead, Hampshire, United Kingdom, PO7 6XP.

OPERATIVE PROVISIONS:

1. DEFINITIONS & INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:-

"Assets" means the property, undertaking and assets of the Company expressed to be charged to the Lender now or hereafter under clause 2;

"Lender" shall include, unless the context otherwise requires, the Lender 's successors and assigns;

"Indebtedness" means all the Company's present or future indebtedness to the Lender together with any interest and any other costs, charges and legal expenses (on a full indemnity basis) charged or incurred by the Lender and including those arising from the Lender perfecting or enforcing or attempting to enforce this Debenture; and

"Receiver" a receiver appointed in accordance with clause 4.1.

1.2 Clause headings are for ease of reference only.

2. CHARGE

2.1 The Company hereby covenants on demand to pay or discharge the Indebtedness to the Lender. As security for the payment and discharge of the Indebtedness, the Company, with full title guarantee, hereby charges to the Lender by way of floating charge, all the Company's assets and undertaking from time to time.

3. COVENANTS

3.1 The Company shall not (except for charges in favour of the Lender created under or pursuant to this Debenture or under a Debenture dated with the same date as this Debenture and granted by the Company to Lone Investment Holdings LLC), create or permit to subsist any mortgage, charge or lien on any of its undertaking or assets;

3.2 The Company shall:-

3.2.1 pay into its account with the Lender (or such other account as the Lender may designate by notice to the Company from time to time) all moneys which it may receive in respect of its book and other debts; and

3.2.2 promptly notify the Lender of any meeting to discuss, or any proposal or application for the appointment of an administrator, Receiver, liquidator or

similar official in respect of the Company or any of its Assets and, if any such official is appointed, of his appointment.

4. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

4.1 At any time after any Indebtedness becomes payable or repayable, or if the Lender becomes aware of any matters referred to in clause 3.2.2, the Lender shall be entitled by instrument in writing to appoint any one or more persons as:-

4.1.1 a receiver of all or any of the Assets; and/or

4.1.2 an administrator of the Company,

in each case in accordance with and to the extent permitted by applicable laws. The Lender may not appoint a Receiver solely as a result of the obtaining of a moratorium or anything done with a view to obtaining a moratorium under the Insolvency Act 2000 except with the leave of the court.

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

4.3 Any appointment over part only of the Assets charged under this Debenture will not preclude the Lender from making any subsequent appointment of a Receiver over any part of the assets over which an appointment has not previously been made by it.

4.4 The Lender may from time to time determine the remuneration of a Receiver and may (subject to Section 456 of the Insolvency Act 1986) remove a Receiver from all or any part of the Assets of which he is the Receiver and at any time after any Receiver has vacated office or ceased to act, appoint a further Receiver over all or any part of those Assets.

4.5 A Receiver shall be the agent of the Company (which will be solely liable for his acts, defaults and remuneration) and will have and be entitled to exercise in relation to the Company all the powers set out in Schedule 1 to the Insolvency Act 1986 and all the powers conferred from time to time on receivers by statute and in particular by way of addition to but without prejudice to those powers (and those of the Lender) a Receiver will have power:-

4.5.1 to sell, let or lease or concur in selling, letting or leasing and to vary the terms or determine, surrender or accept surrenders of leases or tenancies of or grant options and licences over all or any part of the Assets in such manner and generally on such terms as he shall think fit in his absolute and unfettered discretion and so that any such sale may be made for cash or for shares or securities of another company or other valuable consideration (in each case payable in a lump sum or by instalments) and the Receiver may promote or concur in promoting a company to purchase the Assets to be sold;

4.5.2 to sever any fixtures (including trade and tenant's fixtures) from the property of which they form part;

4.5.3 to exercise all powers, rights and/or obligations under any contract or agreement forming part of the Assets, including, without limitation, all voting and other rights attaching to stocks, shares and other securities owned by the Company;

4.5.4 to make and effect all repairs and improvements;

4.5.5 to redeem any prior encumbrance and to settle and pass the accounts of the encumbrancer and any accounts so settled and passed will (subject to any manifest error) be conclusive and binding on the Company and the moneys so paid will be deemed to be an expense properly incurred by the Receiver;

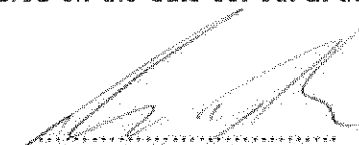
- 4.5.6 to make any arrangement or compromise which the Lender or Receiver may think fit;
 - 4.5.7 to make and effect all repairs, renewals, improvements and insurances;
 - 4.5.8 to appoint managers, officers and agents for the purposes referred to in this Clause 4 at such salaries as the Receiver may determine; and
 - 4.5.9 to do all other acts and things as may be considered by the Receiver to be incidental or conducive to the above or otherwise incidental or conducive to the preservation, improvement or realisation of the Assets.
- 4.6 No purchaser or other person dealing with the Lender, any Receiver or any agent or delegate thereof shall be obliged or concerned to enquire whether the right of the Lender or any Receiver to exercise any of the powers conferred by or referred to in this Debenture has arisen or become exercisable, whether any of the Secured Liabilities remain outstanding or be concerned with notice to the contrary or whether an event has occurred to authorise the Lender or any Receiver to act, or as to the propriety or validity of the exercise or purported exercise of any such power.
- 4.7 Any moneys received under this Debenture shall be applied:-
 - 4.7.1 first, in satisfaction of all costs, charges and expenses properly incurred and payments properly made by the Lender or the Receiver and of the remuneration of the Receiver;
 - 4.7.2 secondly, in or towards satisfaction of the Indebtedness in such order as the Lender shall determine; and
 - 4.7.3 thirdly, the surplus (if any) shall be paid to the person or persons entitled to it.
- 5. MISCELLANEOUS**
- 5.1 No statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of any part of the Property may be exercised by the Company without the Lender's prior written consent. Section 93 of the Law of Property Act 1925 shall not apply.
- 5.2 By notice in writing to the Company, the Lender may at any time convert the floating charge created by clause 2.1 into a specific charge over any Assets specified in the notice which the Lender reasonably considers to be in danger of being seized or sold under any form of distress, attachment or other legal process or to be otherwise in jeopardy.
- 5.3 This Debenture shall be:-
 - 5.3.1 a continuing security to the Lender, notwithstanding any settlement of account or other matter or thing whatever;
 - 5.3.2 without prejudice and in addition to any other security for the Indebtedness (whether by way of mortgage, equitable charge or otherwise) which the Lender may hold now or hereafter on all or any part of the Assets; and
 - 5.3.3 in addition to any rights, powers and remedies at law.
- 5.4 Section 103 of the Law of Property Act 1925 shall not apply. The Lender shall not exercise its power of sale until payment is payable or repayable.
- 5.5 No failure or delay on the Lender's part in the exercise of any of its rights, powers and remedies (in this clause 5 "right(s)") under this Debenture or at law shall operate or be construed as a waiver. No waiver of any of the Lender's rights shall preclude any further or other exercise of that right or of any other right.

- 5.6 The Lender may give time or other indulgence or make any other arrangement, variation or release with any person in respect of Indebtedness or any other security or guarantee for the Indebtedness without derogating from the Company's liabilities or the Lender's rights under this Debenture.
- 5.7 The Company certifies that the charges created by this Debenture do not contravene any provision of its memorandum and articles of association or any agreement binding on it or any of the Assets.
- 5.8 Nothing in this Debenture shall constitute or be deemed to constitute a partnership between the Lender and the Company and neither of them shall have any authority to bind the other in any way.
- 5.9 The Company agrees that it is entering into this Debenture on the basis and understanding that the Lender would not lend sums to the Company unless it does so.
- 5.10 The Company may not assign its rights or obligations hereunder in whole or in part without the prior written consent of the Lender.
- 6. COSTS**
- 6.1 All costs of the Lender or an Administrator or Receiver of all proceedings for enforcement of this Debenture shall be recoverable from the Company as a debt, may be debited to any account of the Company, bear interest accordingly and shall be charged on the Assets.
- 7. SEVERANCE**
- 7.1 If at any time any provision in this Debenture is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Debenture shall not be impaired.
- 8. NOTICES**
- 8.1 Any demand, notice or other communication by the Lender may be delivered personally to the Company or sent to the Company by post, telemessage, cable, telex or telecopier at its address set out above or such other address notified in writing to the Lender. Any such notice, demand or other communication shall be deemed to have been received by the Company 24 hours after posting (where sent by first class prepaid post) immediately upon such delivery (where delivered personally) and immediately on sending (where sent by telemessage, cable, telex or telecopier) whether or not it is actually received.
- 8.2 Any notice from the Company to the Lender shall be served by first class prepaid recorded delivery post or by tested telex sent to the Lender at its address set out above or such other address notified to the Company.

EXECUTED as a Deed by the Company and delivered on the date set out at the head of this Agreement

SIGNED and **DELIVERED** as a Deed by **SS PROTECT LIMITED** acting by Christopher Phillips, a director

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WITNESSED by



Signed

.....

Christopher Phillips

David Reames.....

Print Name

Charles House.....

Lincoln, MA.....

Address

COO.....

Occupation