



Registration of a Charge

Company name: **HOLLY FOOD LIMITED**

Company number: **11195096**

Received for Electronic Filing: **06/02/2019**



X7YR42HF

Details of Charge

Date of creation: **06/02/2019**

Charge code: **1119 5096 0001**

Persons entitled: **PAPA JOHN'S (GB) LIMITED**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **LISA FINNIS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11195096

Charge code: 1119 5096 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th February 2019 and created by HOLLY FOOD LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th February 2019 .

Given at Companies House, Cardiff on 7th February 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 6 February 2019

(1) **HOLLY FOOD LIMITED**

(2) **PAPA JOHN'S (GB) LIMITED**

**DEBENTURE
DARLINGTON**

Stevens & Bolton LLP
Wey House
Farnham Road
GUILDFORD
GU1 4XS

Ref: PA.1256.0288

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THIS DEBENTURE is made on
BETWEEN

6 February

2019

- (1) **HOLLY FOOD LIMITED** (registered number 11195096) a company incorporated in England and Wales whose registered office is at 9-13 Holbrook Lane, Coventry, CV6 4AD (the “Franchisee”); and
- (2) **PAPA JOHN’S (GB) LIMITED** (registered number 02569801) a company incorporated in England and Wales whose registered office is at 11 Northfield Drive, Northfield, Milton Keynes, MK15 0DQ (“Lender”).

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Debenture, unless expressly stated to the contrary, the following expressions shall have the following meanings:

Business Day	a day other than a Saturday or Sunday or a public holiday in England and Wales;
Charged Assets	the property, undertaking and assets of the Company mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by way of security to the Lender now or hereafter under or pursuant to this Debenture;
Encumbrance	(i) a mortgage, charge, pledge, lien, assignment by way of security or other encumbrance securing any obligation of any person, or any other agreement or arrangement having a similar effect; (ii) any arrangement under which money held in a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person; (iii) an arrangement whereby the Company sells, transfers or disposes of any of its receivables pursuant to invoice discounting, factoring or other financing arrangements; or (iv) any other type of preferential arrangement (including any title transfer and retention arrangement) having a similar effect;
Environmental Law	all applicable statutes, treaties, regulations, directives or similar measures relating to the pollution or protection of the environment that affect the Charged Assets;
Intellectual Property Rights	any present or future interests (whether legal or equitable, and including the benefit of all licences) relating to any registered or unregistered trade marks, patents, copyrights, design rights, domain names,

	business names, confidential information, know-how and other intellectual property rights together with the rights to use any of the foregoing);
Loan Agreement	the loan agreement entered into on or around the date of this Debenture between the Company and the Lender under which the Company assumes certain debt obligations to the Lender (as amended, novated, supplemented, extended or restated from time to time);
LPA	the Law of Property Act 1925;
Material Contracts	all material contracts of the Company and all claims under and proceeds of such contracts;
Party	a party to this Debenture;
Permitted Encumbrance	(i) a lien or right of set-off securing an obligation which is not overdue beyond its standard payment date, arising by operation of law in the ordinary and usual course of trading; (ii) an Encumbrance arising out of title retention provisions in a supplier's standard conditions of supply of goods acquired in the ordinary and usual course of trading; or (iii) an Encumbrance granted with the prior written approval of the Lender;
Real Property	all registered or unregistered estates and interests in freehold and leasehold properties now or in the future owned by the Company or in which the Company has an interest from time to time together with all buildings, fixtures and fixed plant and machinery thereon, all easements, rights and agreements in respect thereof and the benefit of all covenants in respect thereof and the proceeds of sale of any part of that property;
Receivables	all actual or contingent book debts and other debts, receivables, rentals, royalties, fees, VAT, monetary claims and other amounts now and in the future due or owing to the Company, together with the benefit of all claims, rights, guarantees, security and remedies relating thereto and all proceeds of any of the foregoing;
Receiver	a receiver or administrative receiver or receiver and manager (which expression shall include any substituted receiver(s) and manager(s)) of all or any part of the Charged Assets and/or the income of the Charged Assets appointed under this Debenture;
Secured Obligations	(i) all the moneys, obligations and liabilities of

- any kind which may now or at any time in the future be due, owing or incurred by the Company to the Lender (in any currency or currencies, whether present or future, actual or contingent, and whether incurred alone or jointly with another and whether as principal or surety) under or in connection with the Loan Agreement or this Debenture;
- (ii) all costs, charges and legal expenses which the Company is liable to pay pursuant to clause 13.2 of this Debenture; and
 - (iii) interest as set out in clause 13.3;
- VAT value added tax chargeable under the VAT Act or under any rule, regulation, order or instrument authorised to be made under that Act or any similar tax which might replace such tax; and
- VAT Act the Value Added Tax Act 1994.
- 1.2 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.
 - 1.3 References to “assets” includes any present and future properties, rights and revenues of every description.
 - 1.4 References to the “Company” or the “Lender” or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees.
 - 1.5 “including” or “includes” means including or includes without limitation.
 - 1.6 “in writing” or “written” includes faxes but does not include email.
 - 1.7 References to “Secured Obligations” includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting the Company.
 - 1.8 References to “Secured Obligations” shall be construed in relation to the Loan Agreement or this Debenture so as to include (i) any increase or reduction in any amount made available thereunder and/or any alteration and/or addition to the purposes for which any such amount, or increased or reduced amount, may be used, (ii) any ancillary facilities provided in substitution for or in addition to the facilities originally made available thereunder, (iii) any rescheduling of the indebtedness incurred thereunder whether in isolation or in connection with any of the foregoing and (iv) any combination of any of the foregoing.
 - 1.9 A reference to “this Debenture”, the “Loan Agreement” or any other document (or any specified provision of any of them) shall be construed as a reference to this Debenture, the Loan Agreement or that other document or provision as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of the Company or provides for further advances).
 - 1.10 The headings in this Debenture are for ease of reference only and shall not in any way affect its construction or interpretation.

- 1.11 Words denoting the singular include the plural and vice versa, words denoting any one gender include all genders, and references to persons include individuals, partnerships, bodies corporate and unincorporated associations.
- 1.12 A reference to a recital, clause, paragraph or Schedule is a reference to a recital, clause or paragraph of, or Schedule to, this Agreement, a reference to a sub-clause is a reference to a sub-clause of the relevant clause of this Agreement, and a reference to a sub-paragraph is a reference to a sub-paragraph of the relevant paragraph of this Agreement.
- 1.13 The Schedules form part of this Agreement and shall be construed and have the same full force and effect as if expressly set out in the main body of this Agreement.
- 1.14 The ejusdem generis rule shall not apply and accordingly:
- (a) general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things; and
 - (b) general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.
- 1.15 Any reference to the requirement or the consent (or cognate term) of the Lender shall be deemed to be in the absolute discretion of the Lender except where expressed to be otherwise.
- 1.16 For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Loan Agreement or any side letter between the Company and the Lender are incorporated into this Debenture.
- 1.17 The Parties intend that this Debenture shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

2 COVENANT TO PAY

The Company hereby covenants that it will on demand pay or discharge the Secured Obligations when due to the Lender.

3 GRANT OF SECURITY

3.1 Legal mortgage

The Company hereby charges to the Lender by way of first legal mortgage all Real Property in which the Company holds an interest.

3.2 Fixed charges

The Company hereby charges to the Lender by way of first fixed charge the following assets (wherever located) now or in the future vested in or belonging to the Company or in which it from time to time has an interest:

- 3.2.1 all other Real Property not effectively mortgaged or charged by clause 3.1, together with all licences to enter upon or use such land and the proceeds of sale of all Real Property;
- 3.2.2 all plant, machinery, fixtures, fittings, furniture computers, vehicles, office equipment and other equipment not effectively mortgaged or charged by

clauses 3.1 or 3.2.1, and all rights, title and interest under any agreements, licences and warranties relating to any of the foregoing, including in respect of their purchase, lease, hire purchase or maintenance;

- 3.2.3 all the goodwill and uncalled capital of the Company;
- 3.2.4 all stocks, shares, loan capital and other securities, all dividends, distributions and other income paid or payable upon the foregoing and all rights, money or property accruing or offered at any time in relation to the foregoing;
- 3.2.5 any money standing to the credit of any present or future account of the Company with a bank or financial institution;
- 3.2.6 all Intellectual Property Rights;
- 3.2.7 any assets expressed to be assigned under clause 3.4 which are not effectively assigned under clause 3.4; and
- 3.2.8 the benefit of all agreements, licences, consents and authorisations relating to the business and/or assets of the Company not otherwise charged under this clause or assigned under clause 3.4.

3.3 Floating charge

The Company hereby charges to the Lender by way of floating charge, all the present and future undertaking, property, assets and rights of the Company (wherever located) not otherwise effectively mortgaged, charged or assigned pursuant to this Debenture.

3.4 Security assignments

The Company hereby assigns to the Lender by way of security all of its present and future right, title and interest in and to the following:

- 3.4.1 all insurance policies held by or in favour of the Company or in which the Company has an interest and all claims under and proceeds of such insurance policies; and
- 3.4.2 all Material Contracts; and
- 3.4.3 all other Receivables (not effectively assigned under clauses 3.4.1 or 3.4.2).

3.5 Nature of security

All security created pursuant to this Debenture is created in favour of the Lender with full title guarantee (in accordance with the Law of Property (Miscellaneous Provisions) Act 1994), as continuing security for the payment of the Secured Obligations.

4 CONVERSION OF FLOATING CHARGE

4.1 Conversion by notice

The Lender may at any time by notice in writing to the Company convert the floating charge created in this Debenture into a fixed charge over any Charged Assets specified in the notice, and by way of further assurance the Company shall promptly execute and deliver to the Lender a fixed charge over those Charged Assets in favour of the Lender in such form as the Lender shall require. The giving of a notice by the Lender pursuant to this clause shall not be construed as a waiver of the right of the

Lender to serve similar notices in respect of other classes of assets or of any other right of the Lender.

4.2 Automatic Conversion

The floating charge created in this Debenture shall automatically and immediately without notice be converted into a fixed charge:

4.2.1 in relation to any Charged Asset which is subject to a floating charge if:

- (a) the Company creates, or attempts to create, over or in respect of the relevant Charged Asset, an Encumbrance without the prior written consent of the Lender or any trust in favour of another person; or
- (b) any person levies, or attempts to levy, any distress, attachment, execution or other process against any such Charged Asset; and

4.2.2 over all of the Charged Assets if:

- (a) a receiver is appointed over all or any of the Charged Assets that are subject to the floating charge; or
- (b) an administrator is appointed in respect of the Company or the Lender receives notice of an intention to appoint such an administrator.

4.3 Assets acquired after floating charge conversion

Any asset acquired by the Company after any conversion into a fixed charge of the floating charge created under this Debenture which, but for such conversion, would be subject to a floating charge, shall be charged to the Lender by way of first fixed charge.

5 LAND REGISTRY REQUIREMENTS

5.1 The Company consents to an application being made by the Lender to the Land Registrar for the following restriction to be registered against its title to any Real Property charged pursuant to this Debenture.

"No disposition of the registered estate by the proprietor of the registered estate is to be registered or noted without a written consent signed by the proprietor for the time being of the charge dated [02] 20[19] in favour of [PJGB] referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer".

5.2 The Lender covenants with the Company that it shall perform its obligations to make advances under any loan or facility agreement entered into between the Lender and the Company (including any obligation to make available further advances).

5.3 If the title to any Real Property is not registered at the Land Registry, the Company shall ensure that no person (other than itself) shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of such Real Property, without the prior written consent of the Lender.

5.4 Whether or not title to any Real Property charged pursuant to this Debenture is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is registered against the Company's title to such Real Property, the Company shall immediately provide the Lender with full particulars of the circumstances relating to such registration or notice. If such caution or notice was

registered to protect a purported interest the creation of which is not permitted under this Debenture, the Company shall immediately and at its own expense take such steps as the Lender may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

6 REPRESENTATIONS

The Company represents and warrants to the Lender as follows:

6.1 Ownership of Charged Assets

The Company is the sole legal and beneficial owner of all of the Charged Assets.

6.2 No Encumbrances

The Charged Assets are not subject to any Encumbrances (other than Permitted Encumbrances).

6.3 Avoidance of security

No security expressed to be created pursuant to this Debenture is liable to be avoided or otherwise set aside on the liquidation or administration of the Company or otherwise.

7 COVENANTS

7.1 Negative Pledge

The Company shall not without the prior written consent of the Lender:

7.1.1 create or permit to subsist any Encumbrance on or over the Charged Assets or any part of them (except for any Permitted Encumbrance);

7.1.2 sell, transfer or otherwise dispose of the Charged Assets or any part of them, whether by a single transaction or a series of transactions related or not, except in the ordinary course of its business in the case of Charged Assets which are only subject to a floating charge which has not been converted into a fixed charge; or

7.1.3 create or grant any interest in the Charged Assets in favour of a third party.

7.2 Protection of Charged Assets

The Company shall:

7.2.1 not without the prior written consent of the Lender, do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Charged Assets or the effectiveness of the security created by this Debenture;

7.2.2 not without the prior written consent of the Lender, enter into any onerous or restrictive obligations affecting the whole or any part of the Charged Assets or create or permit to arise any overriding interest, easement or right in or over the whole or any part of any Real Property; and

7.2.3 comply in all respects with all obligations under any law, regulation, order or instrument at any time applicable to the Charged Assets .

7.3 Notices and title documents

The Company shall:

- 7.3.1 immediately upon the execution of this Debenture (unless the Lender agrees otherwise) and at any time upon request by the Lender give written notice to:
- (a) the relevant insurers of the assignment of the Company's rights and interest in and under its insurance policies pursuant to this Debenture, and procure that each addressee of such notice promptly provides an acknowledgement of the Lender's interest to the Lender; and
 - (b) the other parties to the Material Contracts of the assignment pursuant to this Debenture of the Company's rights and interest in and under the Material Contracts, and procure that each addressee of such notice promptly provides an acknowledgement of the Lender's interest to the Lender; and
 - (c) any bank, financial institution or other person with whom the Company has an account, of the charging to the Lender pursuant to this Debenture of the Company's rights and interests under such accounts, and procure that each addressee of such notice promptly provides an acknowledgement of the Lender's interest to the Lender.

The Company shall obtain the Lender's prior approval of the form of any notice or acknowledgement to be used under this clause 7.3.

- 7.3.2 promptly following the execution of this Debenture (or, if later, promptly following the date of acquisition of the relevant Charged Asset) deposit with the Lender all deeds, documents of title (including share and other securities certificates) and insurance policies relating to the Charged Assets, and execute and deliver to the Lender instruments of transfer (executed in blank and undated) in respect of any shares or securities charged pursuant to this Debenture. The Lender may complete such instruments of transfer in favour of itself or any other person at any time.

7.4 **Real Property**

The Company shall:

- 7.4.1 not pull down or remove all or any part of the buildings forming part of the Real Property, nor change their use or develop them, nor sever, unfix or remove any of the fixtures on the Real Property, nor remove any plant and machinery from the Real Property;
- 7.4.2 not grant, or accept a surrender of, any lease or licence of the Real Property, or exercise the statutory powers of leasing (or agreeing to lease), or of accepting (or agreeing to accept) surrenders under sections 99 or 100 of the LPA, or part with or share possession or occupation of the Real Property or any part of it, or create any legal or equitable estate or interest in the whole or any part of the Real Property, or vary any lease or tenancy agreement relating to the Real Property or reduce any sum payable thereunder;
- 7.4.3 keep all buildings and fixed and moveable plant, machinery, fixtures and fittings on each Real Property in a good state of repair and in good working order and condition and permit the Lender and its representatives to enter and view their state and condition at any time;
- 7.4.4 notify the Lender within 14 days of receipt of every material notice, order, direction or proposal given or made in relation to the Charged Assets by any

competent authority, and (if so requested by the Lender) immediately provide it with a copy of the same and either comply with such notice, order, direction or proposal or make such objections to the same as the Lender may require or approve;

- 7.4.5 perform and observe all covenants and stipulations affecting the Real Property, and punctually pay all rents, licence fees, duties, registration charges and outgoings of whatever nature due in respect of it;
- 7.4.6 observe and perform all the requirements of Environmental Law both in the conduct of its general business and in the management, possession or occupation of Real Property, and promptly notify the Lender in writing upon becoming aware of any actual or anticipated breach of Environmental Law in relation to any Real Property;
- 7.4.7 inform the Lender immediately on becoming bound to complete the purchase of any estate or interest in any Real Property after the date of this Debenture, and upon request from the Lender execute over all or any such property a charge by way of legal mortgage in favour of the Lender in such form as the Lender may require;
- 7.4.8 procure that no person shall be registered under the Land Registration Acts 1925 to 2002 as proprietor of any Real Property without the prior written consent of the Lender. The Company shall be liable for the costs of the Lender in lodging cautions against the registration of the title to the whole or any part of any Real Property from time to time; and
- 7.4.9 not, without the prior written consent of the Lender, carry out or permit or suffer to be carried out on any Real Property any development as defined in the Town and Country Planning Act 1990 or change or permit or suffer to be changed the use of any Real Property.

7.5 **Charged Shares**

The Company shall procure immediately, upon request by the Lender, that all dividends and distributions paid in respect of the shares or securities charged pursuant to this Debenture are held on trust for the Lender and immediately paid into such bank account as the Lender shall designate, or if received by the Lender shall be retained by the Lender, and that all voting and other rights and powers attaching to such shares or securities shall be exercised by, or at the direction of, the Lender. The Company shall duly and promptly pay all calls, instalments and other monies which may be payable from time to time in respect of the shares or securities charged pursuant to this Debenture. The Company acknowledges that the Lender shall not be under any liability in respect of any such calls, instalments or other monies.

7.6 **Insurance**

The Company shall:

- 7.6.1 keep the Charged Assets comprehensively insured to the Lender's satisfaction against all risks that are normally insured against by prudent companies owning or possessing similar assets or carrying on similar businesses to the Company, and such other risks as the Lender may require, to their full replacement or reinstatement value with such insurers as the

Lender shall in writing approve, on terms requiring the insurer not to cancel the policy without giving at least 14 days prior notice to the Company;

- 7.6.2 duly and promptly pay all premiums and other moneys necessary for maintaining the insurances charged pursuant to this Debenture and on demand produce the insurance policies and premium receipts to the Lender;
- 7.6.3 procure that the Lender's interest is noted on all policies required under this clause and, if so required by the Lender, that policies are issued in the joint names of itself and the Lender;
- 7.6.4 hold on trust for the Lender all money received under any insurance of the Charged Assets and apply the same in making good the relevant loss or damage or, as the Lender may require, in or towards discharge of the Secured Obligations; and
- 7.6.5 not do or omit to do or permit to be done or omitted anything that may invalidate or otherwise prejudice any policy of insurance in respect of the Charged Assets.

7.7 Receivables and Bank Accounts

The Company shall deal with the Receivables in accordance with any directions from time to time given by the Lender, and shall not, except as set out in this clause 7.7, release, exchange, compound, set-off, charge, assign, sell, factor, discount, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Receivables, and shall:

- 7.7.1 collect in and realise all Receivables as agent for the Lender, pay into such account(s) as may be designated from time to time by the Lender all monies which it may receive in respect of the Receivables (and pending this payment hold such monies on trust for the Lender), and pay or otherwise deal with such monies in accordance with any directions from time to time given in writing by the Lender;
- 7.7.2 if called upon to do so by the Lender, execute a legal assignment of the Receivables to the Lender in such terms as the Lender may require and, if so required by the Lender, give notice thereof to the debtors from whom the Receivables are owing or incurred and take such other steps as the Lender may require to perfect such legal assignment;
- 7.7.3 permit any bank maintaining such account(s) to furnish directly to the Lender full statements and particulars of the account(s); and
- 7.7.4 if so required by the Lender, not withdraw any of the monies standing to the credit of its bank accounts and deal with such monies in accordance with any directions from time to time given in writing by the Lender.

7.8 Material Contracts

Not, without the prior written consent of the Lender, waive any of its rights under any Material Contract or supplement, amend, novate, terminate or permit termination of any Material Contract.

7.9 Information

The Company shall immediately:

- 7.9.1 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 the Charged Assets and, if any such official is appointed, of his appointment;
- 7.9.2 notify the Lender of any breach of a warranty, representation or covenant of the Company under this Debenture; and
- 7.9.3 provide the Lender with all information that it may reasonably request in relation to the Charged Assets.

8 POWER TO REMEDY

If the Company fails to perform any of its obligations under this Debenture, the Lender may (without the prejudice to any of its other rights under this Debenture) take any such action as it may deem appropriate to remedy such failure (including taking out or renewing insurance or effecting repairs) and may recover the expenses so incurred from the Company on demand, and the exercise of such rights by the Lender shall not render it liable as mortgagee in possession. The Company irrevocably authorises the Lender to do all such things (including entering the Real Property) as are necessary or desirable for that purpose.

9 POWERS OF THE LENDER AND ENFORCEMENT

9.1 Enforcement

This Debenture shall become immediately enforceable if:

- 9.1.1 the Company fails in making due payment of any of the Secured Obligations at any time;
- 9.1.2 an Event of Default (as defined in the Loan Agreement) occurs;
- 9.1.3 there is a breach of any provision of this Debenture by the Company;
- 9.1.4 the floating charge created by this Debenture shall be converted into a fixed charge in respect of any Charged Assets; or
- 9.1.5 any step is taken in relation to the appointment of a liquidator, administrator, receiver, administrative receiver or similar officer or a moratorium, winding-up or voluntary arrangement in respect of the Company.

When this Debenture is enforceable, the power of sale and other powers conferred by section 101 of the LPA will be immediately exercisable without the restrictions contained in the LPA as to the giving of notice or otherwise with respect to the whole or any part of the Charged Assets. After the security constituted by this Debenture has become enforceable, the Lender may (in its absolute discretion) enforce all or any part of the security in any manner it sees fit.

9.2 Secured Obligations deemed due

For the purposes of all powers implied by statute, the Secured Obligations will be deemed to have become due and payable on the date of this Debenture, and sections 93, 103 and 109 of the LPA shall not apply.

9.3 Statutory powers

The statutory powers of leasing conferred on the Lender will be extended so as to authorise the Lender to lease, make agreements for leases, accept surrenders of leases,

vary or reduce sums payable under leases and grant options as the Lender may think fit and without the need to comply with sections 99 and 100 of the LPA.

9.4 Prior Encumbrances

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

9.4.1 redeem any prior Encumbrance, or procure its transfer to itself; and

9.4.2 settle any account of the holder of any prior Encumbrance.

The settlement of any such account shall be conclusive and binding on the Company. All principal, interests, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the Company to the Lender on demand.

9.5 Right of appropriation

To the extent that any of the Charged Assets constitute “financial collateral”, and this Debenture and the obligations of the Company hereunder constitute a “security financial collateral arrangement” (in each case as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)), the Lender shall have the right, at any time after the security constituted this Debenture has become enforceable, to appropriate all or any of those Charged Assets in or towards the payment and/or discharge of the Secured Obligations in such order as the Lender in its absolute discretion may from time to time determine. The value of any Charged Assets appropriated in accordance with this clause shall be the price of those Charged Assets at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Lender may reasonably select. The Company agrees that the methods of valuation provided for in this clause are commercially reasonable.

10 ADMINISTRATOR, RECEIVER, LIABILITY

10.1 Qualifying floating charge

The Lender shall be entitled to appoint or apply for the appointment of an administrator under section 14 of Schedule B1 to the Insolvency Act 1986 (as amended) and each floating charge created by or pursuant to this Debenture is a qualifying floating charge for the purposes of the Insolvency Act 1986.

10.2 Powers of the Lender

At any time after the security created pursuant to this Debenture has become enforceable or at the request of the Company, the Lender may:

10.2.1 appoint any person or persons to be a receiver or an administrative receiver (if permissible) or a receiver and manager or receivers and managers of all or any part of the Charged Assets and/or of the income of the Charged Assets; and

10.2.2 exercise any of the powers conferred on mortgagees by the LPA (as amended or extended by this Debenture) and/or any of the powers that are conferred by this Debenture on a Receiver (in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver),

and for these purposes the Company authorises the Lender to opt to charge VAT under schedule 10 paragraph 2(1) of the VAT Act on behalf of the Company in respect of the Real Property.

10.3 Remuneration of Receiver/agent of Company

10.3.1 The Lender may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place. If at any time there is more than one Receiver of all or any part of the Charged Assets or the income of the Charged Assets, each Receiver shall have the power to act individually.

10.3.2 Any Receiver shall be the Company's agent and the Company alone shall be responsible for his acts and omissions and for his remuneration.

10.3.3 Any exercise of powers by a Receiver may be on behalf of the Company, the directors of the Company or the Receiver.

10.4 Powers of Receiver

Any Receiver appointed by the Lender shall have the powers set out in the LPA and in Schedule 1 to the Insolvency Act 1986, the powers which are conferred on the Lender under this Debenture, all powers conferred by any other law conferring powers on receivers, and the following powers:

10.4.1 to take possession of, collect and get in all or any part of the Charged Assets and/or the income thereon and for that purpose to take any proceedings in the Company's name or otherwise as he shall think fit;

10.4.2 to carry on or concur in carrying on the Company's business and manage the Charged Assets;

10.4.3 to borrow and raise money and to redeem any existing Encumbrances on the security of all or any part of the Charged Assets;

10.4.4 to sell, let and/or terminate or otherwise dispose of or to accept surrenders of leases or tenancies of or to grant options and licences over, all or any part of the Charged Assets, in such manner and on such terms as he thinks fit;

10.4.5 to take, continue or defend any proceedings and enter into any agreement, arrangement or compromise which the Lender or he shall think fit in respect of the Charged Assets and/or the income thereon;

10.4.6 to make and effect all repairs, improvements and alterations to the Charged Assets and to insure such assets as he thinks fit;

10.4.7 to appoint such managers, officers, agents and professional advisers as he shall think fit, at such salaries as the Receiver may determine;

10.4.8 to sever and sell separately any fixtures or fittings from any Real Property without the consent of the Company;

10.4.9 to call up any of the Company's uncalled capital;

10.4.10 to promote the formation of a subsidiary company or companies of the Company, so that such subsidiary may purchase, lease, license or otherwise acquire interests in all or any part of the Charged Assets;

10.4.11 to operate any rent review clause in respect of any Real Property in relation to which he was appointed and to apply for any new or extended lease;

10.4.12 to give valid receipts for all monies;

10.4.13 to make such VAT options in relation to any Real Property as he thinks fit;

- 10.4.14 to exercise in relation to each Charged Asset all powers and rights as he would be capable of exercising if he were the absolute owner of such Charged Asset; and
- 10.4.15 to do all other acts and things which he may consider to be incidental or conducive to any of the above powers or which he considers to be necessary or desirable for the realisation of any Charged Asset, and to use the name of the Company for any of the above purposes.
- 10.5 Application of proceeds**
- Any moneys received under this Debenture shall be applied:
- 10.5.1 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;
- 10.5.2 secondly, in or towards satisfaction of the Secured Obligations in such order as the Lender shall determine; and
- 10.5.3 thirdly, the surplus (if any) shall be paid to the Company or to any other person or persons entitled to it.
- Neither the Lender nor any Receiver shall be bound (whether by virtue of section 109(8) of the LPA, 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 Obligations.
- 10.6 Suspense account**
- All monies received by the Lender or any Receiver under or in connection with this Debenture (including monies received at a time when no amounts are due in respect of the Secured Obligations) may at the discretion of the Lender or such Receiver be credited to a suspense account for so long as the Lender or the Receiver thinks fit.
- 10.7 No liability**
- 10.7.1 Neither the Lender nor any Receiver shall be liable in respect of the Charged Assets or any part thereof, or for any loss or damage arising out of the exercise or the attempted or purported exercise of any of its powers or the failure to exercise any of its powers, or for any other reason whatsoever, and whether as mortgagee in possession or on any other basis.
- 10.7.2 Notwithstanding any of the provisions of this Debenture, the Company shall remain liable to perform all obligations assumed by it in relation to the Charged Assets, and neither the Lender nor any Receiver shall be obliged to perform any such obligation or make any payment in respect thereof.
- 10.8 No duty to enquire**
- No purchaser or other person shall be obliged or concerned to enquire:
- 10.8.1 whether the Secured Obligations have become payable;
- 10.8.2 whether any right of the Lender or any Receiver to exercise any of its powers has arisen or become exercisable or not;
- 10.8.3 whether any sums remain due from the Company to the Lender;
- 10.8.4 how any money paid to the Lender or a Receiver is to be applied, or
- 10.8.5 as to the propriety of the exercise or purported exercise of such powers.
- 10.9 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 such consideration, in such manner and on such terms as it or he thinks fit.

11 FURTHER ASSURANCE

11.1 The Company shall, at its own expense, immediately do all acts and execute all documents as the Lender or a Receiver may reasonably specify (and in such form as the Lender or a Receiver may reasonably require) for:

11.1.1 creating, perfecting or protecting the security intended to be created by this Debenture;

11.1.2 facilitating the realisation of any Charged Asset;

11.1.3 facilitating the exercise of any rights, powers and remedies exercisable by the Lender or any Receiver in respect of any Charged Asset or under this Debenture;

11.1.4 creating and perfecting security in favour of the Lender over any property and assets of the Company located in any jurisdiction outside England and Wales.

This includes:

- (a) the re-execution of this Debenture;
- (b) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property; and
- (c) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Lender or a Receiver may think expedient.

12 POWER OF ATTORNEY

The Company by way of security irrevocably appoints the Lender and any Receiver jointly and severally as its attorney, with full power of substitution and delegation, for it and in its name and on its behalf and as its act and deed or otherwise, to execute any documents and do any acts and things which the Company is required to execute and do under this Debenture, and/or which the attorney may deem necessary or desirable in exercising any of the powers, authorities and discretions conferred on the Lender or any Receiver. The Company ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

13 PAYMENTS

13.1 Payment without deductions

All amounts due by the Company to the Lender pursuant to this Debenture shall be paid in full without any set-off, abatement, cross claim, deduction or withholding of any kind other than as required by law. If the Company is compelled by law to make any deduction or withholding from any sum payable under this Debenture the sum so

payable by the Company shall be increased so as to result in the receipt by the Lender of a net amount equal to the full amount expressed to be payable under this Debenture.

13.2 Indemnity

The Company shall indemnify the Lender for all costs, charges and legal expenses (on a full indemnity basis charged or incurred by the Lender or by any Receiver):

13.2.1 in connection with preparing, executing or enforcing this Debenture;

13.2.2 in exercising any power or any of its rights under this Debenture or any other security held by the Lender from time to time;

13.2.3 as a result of or in connection with anything done or omitted in the exercise or purported exercise of the powers contained in this Debenture;

13.2.4 as a result of or in connection with the Charged Assets or the use of occupation of them by any person; or

13.2.5 as a result of any breach by the Company of its obligations under this Debenture.

13.3 Interest

The Company shall pay interest on any amounts due under this Debenture calculated day by day from demand until full discharge to the satisfaction of the Lender (as well after as before judgment) at such rate as may from time to time have been agreed between the Lender and the Company in relation thereto, and in default of such agreement at the rate of 8 per cent per annum above the base lending rate for sterling of HSBC Bank plc (London branch) or its successor, provided that in relation to such costs, charges, expenses and remuneration as are mentioned in clause 13.2, interest shall accrue and be payable as from the dates on which the same are incurred by the Lender or by any such Receiver or become due to such Receiver under the terms of his appointment without the necessity for any demand being made for payment thereof.

13.4 Currency Conversion

For the purpose of, or pending the discharge of, any of the Secured Obligations, the Lender may convert any monies received, recovered or realised by the Lender under this Debenture from their existing currencies of denomination into such other currencies of denomination as the Lender may think fit. Any such conversion shall be effected at the Lender's then prevailing spot selling rate of exchange for such other currency against the existing currency. The Lender shall not have any liability to the Company in respect of any loss resulting from any such conversion.

14 SET-OFF

14.1 The Lender may set-off any obligation which is due and payable by the Company to the Lender and unpaid against any obligation (whether or not matured) owed by the Lender to the Company.

14.2 At any time after this Debenture has become enforceable, and in addition to its rights under clause 14.1 above, the Lender may set-off any contingent liability owed by the Company to the Lender against any obligation (whether or not matured) owed by the Lender to the Company.

- 14.3 If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- 14.4 If either of the obligations is unliquidated or unascertained, the Lender may set-off in an amount estimated by it in good faith to be the amount of that obligation.

15 **NOTICES**

15.1 **Notice in writing**

Any notice or other communication under this Debenture shall be in writing and signed by or on behalf of the Party giving it.

15.2 **Service**

Any such notice may be served by delivering it personally or by sending it by pre-paid recorded delivery post or by facsimile transmission to the addressee's address or fax number set out in the execution pages to this Debenture or any other address in England and Wales which the addressee may from time to time notify in writing to the other Party.

15.3 **Legal proceedings**

The Company agrees that the documents which start any legal proceedings relating to this Debenture and any other documents required to be served in relation to those proceedings may be served on any party in accordance with clause 15.2. These documents may, however, be served in any other manner allowed by law. This clause applies to all proceedings wherever started.

15.4 **Deemed service**

Any notice delivered personally shall be deemed to be received when delivered (or if delivered otherwise than between 9.00 am and 5.00 pm on a Business Day, at 9.00 am on the next Business Day), any notice sent by pre-paid recorded delivery post shall be deemed to be received two Business Days after posting and in proving the time of despatch it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and posted. Any notice sent by facsimile transmission shall be deemed to have been received at the time of transmission (or if transmitted otherwise than entirely between 9.00 am and 5.00 pm on a Business Day, at 9.00 am on the next Business Day) and in proving the service of the same it shall be sufficient to show that such facsimile transmission was duly transmitted to a current facsimile number of the addressee.

16 **GENERAL**

16.1 **Continuing and independent security**

This Debenture shall be:

- 16.1.1 a continuing security to the Lender and shall extend to the ultimate balance of the Secured Obligations, notwithstanding any settlement of account or intermediate payment or discharge in whole or in part, and secures present and future advances from time to time;

- 16.1.2 without prejudice and in addition to any other security for the Secured Obligations (whether by way of mortgage, equitable charge or otherwise) which the Lender may hold now or hereafter on all or any part of the Charged Assets;
- 16.1.3 in addition to any rights, powers and remedies at law available to the Lender; and
- 16.1.4 enforceable against the Company without the Lender first having recourse to any other right, remedy, guarantee or security held by or available to it.
- 16.2 **New accounts**
- If the Lender receives notice of any subsequent charge or other interest affecting any part of the Charged Assets, the Lender may open a new account with the Company. If the Lender does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received notice, and as from that time all payments made by the Company to the Lender shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from the Company to the Lender at the time when it received notice as specified above.
- 16.3 **Delay**
- No failure or delay by the Lender in the exercise of any of its rights 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.
- 16.4 **Indulgence**
- The Lender may give time or other indulgence, or make any other arrangement, variation or release with any person in respect of the Secured Obligations, and the Company may enter into any other security or guarantee for the Secured Obligations, in each case without derogating from the Company's liabilities or the Lender's rights under this Debenture.
- 16.5 **Liability not discharged**
- The Company's liability under this Debenture in respect of the Secured Obligations shall not be discharged, prejudiced or affected by 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, or any other act or omission which but for this clause might have discharged, or otherwise prejudiced or affected the liability of the Company.
- 16.6 **Avoidance of payments**
- If the Lender considers that an amount paid to it may be avoided or otherwise set aside on the liquidation or administration of the Company then that amount shall not be considered to have been irrevocably paid for the purposes of this Debenture. Any release, discharge or settlement between the Company and the Lender shall be deemed conditional on no payment or security received by the Lender in respect of the Secured Obligations being avoided, reduced or ordered to be refunded pursuant to any law, and despite any such release, discharge or settlement the Lender may retain this Debenture and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Charged Assets, for such

period as the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund.

16.7 Memorandum and articles of association

The Company certifies that the charges created by this Debenture are first charges and do not contravene any provision of its memorandum or articles of association or any agreement binding on it or any of the Charged Assets.

16.8 Waiver of set-off rights by Company

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

16.9 Delegation

The Lender may delegate in any manner to any person, any right, power or discretion exercisable by it under this Debenture upon any terms which it may think fit. The Lender shall not be in any way liable or responsible for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate.

16.10 Perpetuity Period

If the rule against perpetuities applies to any trust created by this Debenture, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

16.11 Fraud

Notwithstanding the other provisions of this Debenture, nothing in it shall have the effect of limiting or restricting any liability arising as a result of any fraud or fraudulent misrepresentation.

16.12 Partial invalidity

The provisions of this Debenture are several and distinct from one another and 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. If this Debenture is executed by or on behalf of more than one person and any one or more of these persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason), the remaining parties shall continue to be so bound.

16.13 Assignment

16.13.1 The Lender may assign or transfer the whole or any part of the Lender's rights and/or obligations under this Debenture to any person without the consent of the Company. The Company shall, immediately upon request by the Lender, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

16.13.2 The Company may not assign any of its rights, or transfer any of its obligations, under this Debenture or enter into any transaction which would result in any of those rights or obligations passing to another person.

16.14 Certificates

Any certificate of or determination by the Lender specifying the amount of any Secured Obligations due from the Company shall be, in the absence of manifest error, conclusive evidence against the Company of the matters to which it relates.

16.15 Amendments

The provisions of this Debenture may be amended only if the Lender and the Company so agree in writing and any breach of this Debenture may be waived only if the Lender so agrees in writing.

16.16 Counterparts

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

16.17 Governing law

This Debenture and any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with this Debenture (and any documents referred to in this Debenture) shall be governed by and construed in accordance with English law. For the benefit of the Lender, the Company irrevocably submits to the jurisdiction of the courts of England and Wales and the Lender shall also be entitled to take proceedings in connection with this Debenture against the Company in the courts of any country in which the Company has assets or in any other courts of competent jurisdiction.

16.18 Third Party Rights

No provision of this Debenture shall be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person (except the Receiver) who is not a party to it.

IN WITNESS whereof this Debenture has been executed as a deed and delivered on the date first above written

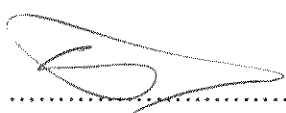
EXECUTED as a DEED by HOLLY)
FOOD LIMITED acting by a Director,)
in the presence of:)

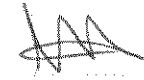

.....

W Signature 
L Name PAUL TRELOAR RAYMENT
T Address
N P Rayment
E 11 Northfield Drive
S MK15 0DQ
S Occupation Manager.....

Address: 9-13 Holbrook Lane,
Coventry, CV6 4AD
Attention: Gurnek Singh

EXECUTED as a DEED by PAPA)
JOHN'S GB LIMITED acting by a)
Director in the presence of:)


.....

W Signature 
L Name Papa John's (GB) Ltd
T Address 11 Northfield Drive
N Northfield
E Milton Keynes, MK15 0DQ
S 0203 693 6800
S Occupation DOMIN.....

Address: 11Northfield Drive,
Milton Keynes, MK15
0DQ
Attention: Steven Lindsay