

MR01

Particulars of a charge



Companies House

008268/23 ✓

✓ 0087671-2



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A fee is be payable with
Please see 'How to pay' of



A8YA1160

A05 07/02/2020 #89

COMPANIES HOUSE

A8XS25A2

A16 30/01/2020 #122

COMPANIES HOUSE

✓ **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 the instrument. Use form MR01

THU FRIDAY

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. **Do not send the original.**


1 Company details		For official use
Company number	0 4 0 2 6 6 7 6 ✓	→ Filing in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	BENTHAM LIMITED ✓	

2 Charge creation date	
Charge creation date	d 2 d 9 m 0 m 1 y 2 y 0 y 2 y 0 ✓

3 Names of persons, security agents or trustees entitled to the charge	
Please show the names of each of the persons, security agents or trustees entitled to the charge.	
Name	IAIN THOMAS HUGH GRAY ✓
Name	MARK SHOBBROOK ✓
Name	PHILIP RICHARD SINNET-THOMAS ✓
Name	JANE VINE ✓
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.	

MR01

Particulars of a charge

4	Brief description Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument. Brief description ✓ All freehold and leasehold properties and all related rights, all present and future goodwill and all uncalled capital, all stock in trade, equipment, book debts, intellectual property, investments, monies, rights in any insurance and assurance policies and the benefit of all contracts and guarantees or security for the performance of them.	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument". Please limit the description to the available space.
5	Other charge or fixed security Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> Yes	
7	Negative Pledge Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement 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. <input type="checkbox"/>	This statement may be filed after the registration of the charge (use form MR06).
9	Signature Please sign the form here. Signature X  X This form must be signed by a person with an interest in the charge.	

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

Company name **Solicitors Title LLP**

Address **Yeovil Innovation Centre**

Copse Road

Post town **Yeovil**

County/Region **Somerset**

Postcode

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Country

Dx

Telephone **01935385963**



Certificate

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.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- The company name and number match the information held on the public Register.
- You have included a certified copy of the instrument with this form.
- You have entered the date on which the charge was created.
- You have shown the names of persons entitled to the charge.
- You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- You have given a description in Section 4, if appropriate.
- You have signed the form.
- You have enclosed the correct fee.
- Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

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).

For companies registered in Northern Ireland:

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.



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4026676

Charge code: 0402 6676 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th January 2020 and created by BENTHAM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th February 2020.

P

Given at Companies House, Cardiff on 11th February 2020



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

29th January

2020

Bentham Limited

- and -

Iain Thomas Hugh Gray

Mark Shobbrook

Philip Richard Sinnet-Thomas

Jane Vine

**We hereby certify this to be a
true copy of the original.
SOLICITORS TITLE**
Solicitors Title LLP

DEBENTURE

to secure the obligations of LLR Ink Limited as to payment
under loan notes issued by it

Solicitors Title LLP
Yeovil Innovation Centre
Barracks Close, Copse Road
Yeovil
Somerset BA22 8RN

t. +44 (0)1935 385963
e. hello@solicitorstitle.co.uk

www.solicitorstitle.co.uk
(Ref: VSG001-0001/RSJ)

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DATE

29th January

2020

PARTIES

- (1) **Bentham Limited**, a company registered in England & Wales with company number 4026676, whose registered office is at Unit 1 Polham Industrial Estate, Somerton, Somerset, TA11 6SP (the "**Company**"); and
- (2) **Iain Thomas Hugh Gray, Mark Shobbrook, Philip Richard Sinnet-Thomas and Jane Vine c/o Unit 1 Polham Industrial Estate, Somerton, Somerset, TA11 6SP** (the "**Sellers**")

RECITALS

- (A) Under the terms of a share purchase and exchange agreement made between the Sellers, LLR Ink Limited (the "**Buyer**") and others, in connection with the acquisition of 100% of the issued share capital of VSGT Ltd (the "**Target**") by the Buyer, various obligations of the Buyer, including as to payment(s) due to the Sellers, and other matters, shall remain outstanding after the date of execution of that agreement.
- (B) The Company wishes to give security to the Sellers for the discharge and full and proper performance of the Buyer's obligations, as referred to in Recital (A) above, on the terms and conditions appearing below.

IT IS AGREED AS FOLLOWS

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this debenture.

Administrator: an administrator appointed to manage the affairs, business and property of the Company under paragraph **Error! Reference source not found.** of **Error! Reference source not found.**

Book Debts: all present and future book and other debts and monetary claims due or owing to the Company and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Company in relation to any of them.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in the City of London are open for normal banking business.

Charged Property: all the assets, property and undertaking for the time being subject to the security interests created by this debenture. References to the Charged Property include references to any part of it.

Costs: all costs, charges, expenses and liabilities of any kind including without limitation costs and damages in connection with litigation, professional fees, disbursements and any value added tax charged on Costs.

Encumbrance: any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security, or other security interest securing any obligation of any person or any other agreement or arrangement that has a similar effect.

Environment: all of the air, water and land including (without limitation) the air within buildings and the air within other natural or man-made structures above or below ground, ground and surface water and surface and subsurface soil.

Environmental Law: all applicable statutes, treaties, regulations, directives or similar measures relating to the pollution or protection of the Environment that affects the Charged Property.

Equipment: all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations, apparatus and other tangible moveable property for the time being owned or used by the Company, including any part of it and all spare parts, replacements, modifications and additions.

Insurance Policies: the insurance policies referred to in clause 3.1(c).

Intellectual Property: the Company's present or future trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights.

Investments: all present and future stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Company, including all rights accruing or incidental to those investments from time to time.

Properties: all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or at any time after the date of this debenture (and from time to time) owned by the Company, or in which the Company holds an interest, and **Property** means any of them.

Receiver: a receiver and/or manager of any or all of the Charged Property.

Secured Liabilities: all present and future monies, obligations and liabilities owed by the Company or by the Buyer to any of the Sellers, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity under or in connection with the loan notes issued by the Buyer to each of the Sellers or those arising under clause 12.3. References to the Secured Liabilities include references to any of them.

Security Period: the period starting on the date of this debenture and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

Share Purchase Agreement: the share purchase and exchange agreement dated on or around the date of this deed and made between the Company, the Sellers and the Target, under which the Company remains indebted to the Sellers.

Stock in Trade: the stock in trade of the Company's business, including all materials, accessories, spare parts, instruction manuals, promotional and advertising material, packaging and all other assets intended to be resold, owned or agreed to be acquired by the Company at the relevant time.

1.2 In this debenture:

- (a) a reference to the **Company** or to the **Sellers** shall include its or their successors in title, permitted assigns and permitted transferees;
- (b) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- (c) a reference to an **amendment** includes a supplement, restatement, variation, novation or re-enactment (and **amended** shall be construed accordingly);
- (d) a reference to an **authorisation** includes an authorisation, consent, licence, approval, resolution, exemption, filing, registration and notarisation;
- (e) a reference to **this debenture** (or any specific provision of it) or any other document shall be construed as a reference to this debenture, that provision or that document as in force for the time being and as amended, varied or supplemented from time to time in accordance with its terms or with the agreement of the relevant parties;
- (f) a reference to **indebtedness** includes any obligation for the payment or repayment of money, whether as principal or as surety and whether present or future, actual or contingent;
- (g) a reference to a **person** includes a reference to an individual, firm, corporation, unincorporated body of persons or any agent of a person;
- (h) a reference to a **statute** or **statutory provision** includes a reference to any subordinate legislation made under that statute or statutory provision, to any modification, re-enactment or extension of that statute or statutory provision and any former statute or statutory provision which it consolidated or re-enacted before the date of this debenture;
- (i) a reference to transactions entered into in **the ordinary course of business** excludes:
 - (i) any unprecedented or exceptional transactions;
 - (ii) any transaction entered into in breach of directors' duties; and
 - (iii) any transaction that may be classified as being a preference or at an undervalue;
- (j) a reference to a time of day is a reference to London time;
- (k) a reference to one gender shall include a reference to all other genders;
- (l) words in the singular shall include the plural and vice versa;

(m) references to clauses and Schedules are to the clauses of and Schedules to this debenture and references to paragraphs are to paragraphs of the relevant Schedule unless the context requires otherwise; and

(n) clause, schedule and paragraph headings are for convenience only and shall not affect the interpretation of this debenture.

1.3 If the Sellers considers that an amount paid by the Company in respect of the Secured Liabilities is capable of being avoided, or otherwise set aside, on the liquidation or administration of the Company or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this debenture.

1.4 A reference in this debenture to a **charge** or **mortgage** of any freehold, leasehold or commonhold property includes:

(a) all buildings and fixtures (including trade and tenant's fixtures) which are, at any time, situated on that property;

(b) the proceeds of sale of any part of that property; and

(c) the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of that property, or any monies paid or payable in respect of those covenants.

1.5 For the purposes of section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Share Purchase Agreement and of any other documentation in connection with it are incorporated in this debenture.

1.6 For the purposes only of Rule 139 of the Land Registration Rules 1925 (as amended), the Share Purchase Agreement does not form part of the terms and conditions of this debenture.

1.7 A third party (being any person other than the Company or the Sellers and their permitted successors and assigns) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this debenture.

1.8 The perpetuity period applicable to all trusts declared by this debenture shall be 80 years.

1.9 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (as inserted by section 248 of, and Schedule 16 to, the Enterprise Act 2002) applies to the floating charge created by this debenture.

2. **Covenant to pay**

The Company shall, on demand, pay or otherwise fully discharge, to or for the Sellers, the Secured Liabilities when they become due.

3. Grant of security

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

- (a) charges to the Sellers, by way of first legal mortgage, all of its right, title and interest in and to the Properties;
- (b) charges to the Seller, by way of first fixed charge:
 - (i) all present and future goodwill and all uncalled capital for the time being of the Company;
 - (ii) all the Stock in Trade of the Company;
 - (iii) all the Equipment;
 - (iv) all the Book Debts;
 - (v) all Intellectual Property;
 - (vi) all the Investments;
 - (vii) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person;
 - (viii) all Properties acquired by the Company after the date of this debenture;
 - (ix) all present and future interests of the Company that are not effectively mortgaged or charged under the preceding provisions of this clause 3 in or over freehold or leasehold property; and
 - (x) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties;
- (c) assigns to the Seller, by way of first fixed mortgage, all its rights in any present or future policies of insurance or assurance (including, without limitation, any insurances relating to the Properties, the Stock in Trade or the Equipment); and
- (d) assigns to the Seller, by way of first fixed charge, to the extent that they are assignable, the benefit of all contracts, agreements and arrangements of whatever nature, and the benefit of any guarantee or security for the performance of the whole or part of any of them.

3.2 As a continuing security for the payment or discharge of the Secured Liabilities, the Company, with full title guarantee charges to the Sellers, by way of first floating charge, all the undertaking, property, assets and rights of the Company at any time not effectively mortgaged, charged or assigned under clause 3.1(a) to clause 3.1(d) inclusive.

3.3 The floating charge created by clause 3.2 shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if:

- (a) the Company:

- (i) creates, or attempts to create, an Encumbrance without the prior written consent of the Sellers, or any trust in favour of another person over all or any part of the Charged Property; or
 - (ii) disposes or attempts to dispose of all or any part of the Charged Property other than property that is subject only to the floating charge (while the floating charge remains uncrystallised) in the ordinary course of business; or
 - (b) a receiver is appointed over all or any of the Charged Property that is subject to the floating charge;
 - (c) any person levies, or attempts to levy, any distress, attachment, execution or other process against all or any part of the Charged Property; or
 - (d) the Sellers receive notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Company.
- 3.4 The Sellers may, in their sole discretion, at any time by written notice to the Company, convert the floating charge created under this debenture into a fixed charge as regards any part of the Charged Property specified by the Sellers in that notice.
- 3.5 Any asset acquired by the Company after any crystallisation of the floating charge created under this debenture which, but for such crystallisation, would be subject to a floating charge shall (unless the Sellers confirm in writing to the contrary) be charged to the Sellers by way of first fixed charge.

4. Liability of the Company

- 4.1 The liability of the Company under this debenture in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:
- (a) any security, guarantee, indemnity, remedy or other right held by or available to the Sellers being or becoming wholly or partially illegal, void or unenforceable on any ground;
 - (b) the Sellers renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from any other person; or
 - (c) any other act or omission which but for this provision might have discharged or otherwise prejudiced or affected the liability of the Company.
- 4.2 The Company waives any right it may have of requiring the Sellers to enforce any security or other right or claim any payment from or otherwise proceed against any other person before enforcing this debenture against the Company.

5. Representations and Warranties

The Company represents and warrants to the Sellers in the terms set out under Schedule 4 of a loan note instrument issued by the Buyer on or around the date of this deed, as if reference to the Buyer were instead to the Company.

6. Covenants

The Company covenants with the Sellers in the terms set out under Schedule 4 of a loan note instrument issued by the Buyer on or around the date of this deed, as if reference to the Buyer were instead to the Company.

7. Powers of the Seller

The Sellers shall have the powers set out under Schedule 4 of a loan note instrument issued by the Buyer on or around the date of this deed, as if reference to the Buyer were instead to the Company.

8. Enforcement

- 8.1 This debenture shall be immediately enforceable if any of the Secured Liabilities are not paid when due or if the Buyer or the Company becomes unable to pay their respective debts as they fall due or enters into negotiations with creditors generally with a view to the general readjustment or rescheduling of indebtedness or in the event of any action being taken in connection with administration, the appointment of an administrator, receiver, administrative receiver, trustee or similar officer.

9. Costs and indemnity

- 9.1 The Company shall pay or reimburse to the Seller and any Receiver on demand, on a full indemnity basis, all Costs incurred by the Seller and/or any Receiver in relation to:

- (a) this debenture or the Charged Property; or
- (b) in protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Sellers' or Receiver's rights under this debenture; or
- (c) in suing for or recovering any of the Secured Liabilities,

(including, without limitation, the costs of any proceedings in relation to this debenture or the Secured Liabilities), together with interest on any amount due.

- 9.2 The Sellers, any Receiver and their respective employees and agents shall be indemnified on a full indemnity basis out of the Charged Property in respect of all actions, liabilities and Costs incurred or suffered in or as a result of:

- (a) the exercise, or purported exercise, of any of the powers, authorities or discretions vested in them under this debenture;
- (b) any matter or thing done, or omitted to be done, in relation to the Charged Property under those powers; or

- (c) any default or delay by the Company in performing any of its obligations under this debenture.

10. Release

Subject to clause 12.3, on the expiry of the Security Period (but not otherwise) the Sellers shall, at the request and cost of the Company, take whatever action is necessary to release the Charged Property from the security constituted by this debenture.

11. Assignment and Transfer

- 11.1 The Sellers may at any time, without the consent of the Company, assign or transfer the whole or any part of their rights under this debenture to any person.
- 11.2 The Company shall 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.

12. Further Provisions

- 12.1 This debenture shall be in addition to, and independent of, every other security or guarantee which the Sellers may, at any time, hold for any of the Secured Liabilities. No prior security held by the Sellers over the whole or any part of the Charged Property shall, by virtue of the entry into this debenture, merge in the security created by this debenture.
- 12.2 This debenture shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account or intermediate payment or other matter or thing, unless and until the Sellers discharge this debenture in writing.
- 12.3 Any release, discharge or settlement between the Company and the Sellers shall be deemed conditional on no payment or security received by the Sellers in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded under any law relating to insolvency, bankruptcy, winding-up, administration or receivership and, despite any such release, discharge or settlement:
 - (a) the Sellers (or their nominee) may retain this debenture and the security created by or under it, including all certificates and documents relating to the Charged Property or any part of it, for such period as the Sellers deem necessary to provide the Sellers with security against any such avoidance, reduction or order for refund; and
 - (b) the Sellers shall be entitled to recover the value or amount of such security or payment from the Company subsequently as if such release, discharge or settlement had not occurred.
- 12.4 A certificate or determination by the Sellers as to any amount for the time being due to him from the Company shall (in the absence of any manifest error) be conclusive evidence of the amount due.

- 12.5 The rights and powers of the Sellers conferred by this debenture are cumulative, may be exercised as often as the Sellers consider appropriate, and are in addition to their rights and powers under the general law and/or any other instrument.
- 12.6 Any waiver or variation of any right by the Sellers (whether arising under this debenture or under the general law) is only effective if it is in writing, signed by the Sellers, and applies only in the circumstances for which it was given and shall not prevent the Sellers from subsequently relying on the relevant provision.
- 12.7 No act or course of conduct or negotiation by or on behalf of the Sellers shall in any way preclude the Sellers from exercising any right or power under this debenture or constitute a suspension or variation of any such right or power.
- 12.8 No delay or failure to exercise any right or power under this debenture shall operate as a waiver.
- 12.9 No single or partial exercise of any right under this debenture shall prevent any other or further exercise of that or any other such right.
- 12.10 The restriction on the right of consolidating mortgages contained in section 93 of the Law of Property Act 1925 shall not apply to this debenture.
- 12.11 The invalidity, unenforceability or illegality of any provision (or part of a provision) of this debenture under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions.
- 12.12 This debenture may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

13. Notices

- 13.1 Any notice or other communication given under this debenture shall be in writing and shall be served by delivering it personally or by sending it by pre-paid first class letter post or by facsimile transmission to the address or fax number, and for the attention of the relevant party as set out in Schedule 2 or to such other address or fax number as may be notified in writing from time to time by the relevant party to the other party.
- 13.2 Receipt of any notice given under clause 13.1, shall be deemed to be received:
- (a) if delivered personally, at the time of delivery; or
 - (b) in the case of pre-paid first class post, 48 hours from the time of posting; or
 - (c) in the case of facsimile, at the time of transmission.
- 13.3 If deemed receipt under clause 13.2 occurs:

- (a) before 9:00 am on a Business Day, the notice shall be deemed to have been received at 9:00 am on that day, or
- (b) after 5:00 pm on a Business Day or on a day that is not a Business Day, the notice shall be deemed to have been received at 9:00 am on the next Business Day.

13.4 In proving service of a notice it shall be sufficient to prove that it was left at the relevant location or that it was properly addressed, stamped and posted or transmitted by fax:

- (a) the envelope containing the notice was addressed to the address of the relevant party as set out in Schedule 2 (or as otherwise notified by that party under clause 13.1) and delivered either:
 - (i) to that address; or
 - (ii) into the custody of the postal authorities as a pre-paid recorded delivery first class letter; or
- (b) that the notice was transmitted by facsimile to the fax number of the relevant party set out in Schedule 2 (or as otherwise notified under clause 13.1).

13.5 Notice given under this debenture shall not be validly served if sent by e-mail.

14. Governing Law & Jurisdiction

14.1 This debenture is governed by, and shall be construed in accordance with, English law; each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising out of or in connection with this debenture.

14.2 The Company hereby consents to the service of process in any proceedings being served on it in accordance with the provisions of this debenture relating to the service of notices.

14.3 Nothing contained in this debenture shall affect the right to serve process in any other manner permitted by law.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 Seller

Seller's name	Address
Iain Gray	Oak Cottage, Lower Odcombe, Somerset BA22 8TX
Mark Shobbrook	61 Highcroft, Woolavington, Somerset TA7 8EU
Philip Sinnett-Thomas	143 Strode Road, Street, Somerset BA16 ODY
Jane Vine	The Old Bakery, 26 Queen Street, Tintinhull, Somerset BA22 8PQ

Schedule 2 Notice details

The Company: **Bentham Limited**
Unit 1, Polham Industrial Estate,
Somerton,
Somerset TA11 6SP
For the attention of: Mr Luke Feierabend

The Sellers: The name and address details of the Sellers
provided in Schedule 1

ATTESTATIONS

SIGNED as a DEED by
Bentham Limited
acting by a duly authorised director
in the presence of:

)
)
)



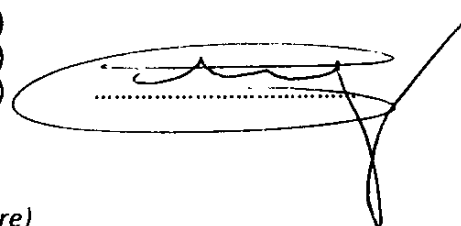
Director

Witnessed by: Richard James (signature)

Print Name: RICHARD JAMES
Address: Solicitors Title LLP
Yasvil Innovations Centre
Yasvil BAZZUKA
Occupation: Solicitor

SIGNED as a DEED by
Iain Gray
in the presence of:

)
)



Witnessed by: As above (signature)

Print Name:
Address:
Occupation:

**SIGNED as a DEED by
Mark Shobbrook**
in the presence of:

)
)
) 
.....

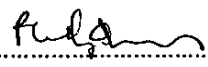
Witnessed by: As above (signature)

Print Name:

Address:

Occupation:

**SIGNED as a DEED by
Philip Sinnet-Thomas**
in the presence of:

)
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) 
.....

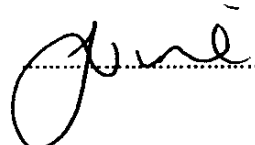
Witnessed by: As above (signature)

Print Name:

Address:

Occupation:

**SIGNED as a DEED by
Jane Vine**
in the presence of:

)
)
) 
.....

Witnessed by: As above (signature)

Print Name:

Address:

Occupation: