

MR01

Particulars of a charge

007133/E13



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

You can use the WebFiling
Please go to www.companieshouse.gov.uk

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

☒ **What this form is NOT for**
You may not use this form to
register a charge where the charge
instrument Use form MR01



A21 03/01/2014 #195
COMPANIES HOUSE

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

1 Company details

Company number 00221152

Company name in full Joseph Metcalf Limited

For official use
7
→ **Filing in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 20 01 2014

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 Rupert King as Trustee

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Description

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

Continuation page

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

Description

5

Fixed charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☒ Yes Continue

☐ No Go to **Section 7**

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

☒ Yes

7

Negative Pledge

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

☒ Yes

☐ No

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Trustee statement ①

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X *Happy for and on behalf of*
Pinet Masons UP X

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

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Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Rachel Thompson

Company name Pinsent Masons LLP

Address 3 Hardman Street

Post town Manchester

County/Region

Postcode M 3 3 A U

Country

DX 14490 Manchester 2

Telephone 0161 234 8234



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 £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



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.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 221152

Charge code: 0022 1152 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th December 2013 and created by JOSEPH METCALF LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd January 2014.

DX

Given at Companies House, Cardiff on 8th January 2014



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATED 20 DECEMBER 2013

JOSEPH METCALF LIMITED

as the Company

and

RUPERT KING

as the Trustee

DEBENTURE

We certify that, save for material
redacted pursuant to s 859G of the
Companies Act 2006, this copy instrument is
correct copy of the original instrument
Pinsent Masons LLP 30/12/2013.

THIS DEBENTURE made by deed on 20 DECEMBER 2013

BETWEEN

- (1) **JOSEPH METCALF LIMITED**, a company incorporated in England and Wales (company number 00221152) whose registered office is at Firth Road, Lincoln LN6 7AH (the "Company"),
- (2) **RUPERT KING** of 55 Lexham Gardens, London W8 5JS (the "Trustee")

BACKGROUND

- (A) By a resolution of the directors passed on 17 December 2013 the Issuer authorised the issuance of up to £9,000,000 8% Fixed Rate Secured Redeemable Convertible Loan Notes 2013 (the "Notes") and constituted and issued notes thereunder pursuant to a loan note instrument dated the date hereof
- (B) The Company intends to grant security for the Issuer's obligations in respect of the Notes pursuant to this Deed
- (C) It is intended by the parties to this Deed that this document will take effect as a deed despite the fact that a party may only execute this document under hand

IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires

"Administrator" means an administrator for the purposes of Schedule B1 to the Insolvency Act 1986 (as inserted by section 248 of, and Schedule 16 to, the Enterprise Act 2002),

"Authorisation" means an authorisation, approval, consent, licence, permit, exemption, registration or filing,

"Beneficiaries" means the Trustee, the holders of the Notes and their respective successors and permitted assigns and transferees from time to time and each other person from time to time,

"Charged Assets" means the assets of the Company charged pursuant to this Deed,

"Debts" means all book debts, other debts, receivables and liabilities of any kind whatsoever now or at any time hereafter (and from time to time) due, owing or payable to the Company including without limitation all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person,

"Enforcement Event" means any of the following events or circumstances

- (a) the Trustee demands the payment or discharge of all or any part of the Secured Liabilities in accordance with the Notes and the Issuer fails to make payment in accordance with such demand,

- (b) the Issuer or the Company is or becomes unable to pay its debts as they fall due, or the Issuer or the Company commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness or makes a general assignment for the benefit of, or a composition with, its creditors,
- (c) the Issuer or the Company passes any resolution or takes any corporate action, or a petition is presented or proceedings are commenced, or any step is taken by the Issuer or the Company or any other person for its winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrative receiver, administrator, trustee or similar officer of it or of any or all of its revenues or assets,
- (d) a distress, execution, attachment or other legal process is levied, or enforced on or sued against, all or any part of the assets of the Issuer or the Company and remains undischarged for five Business Days,
- (e) an encumbrancer takes possession of the whole or any part of the revenues or assets of the Issuer or the Company, or
- (f) any event occurs in relation to the Issuer or the Company which is analogous to any of those set out in paragraphs (a) to (g) above, or
- (g) any representation or warranty given by the Issuer or the Company in this Deed or in the Notes is not complied with or is or proves to have been incorrect when made or repeated

"Equipment" means all equipment, plant, machinery, tools, vehicles, furniture and other tangible moveable property now or at any time hereafter (and from time to time) owned by the Company, and any part thereof, together with all spare parts, replacements, modifications and additions thereto,

"Financial Collateral" has the meaning given to that expression in the Financial Collateral Regulations,

"Financial Collateral Regulations" the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226),

"Floating Charge Assets" means assets which are only subject to the floating charge under Clause 3 1 4 at a time when that floating charge has not crystallised,

"Insurance Policies" means the insurance policies referred to in Clause 3 1 3,

"Intercreditor Agreement" means the intercreditor agreement made between Lloyds Bank plc, the Beneficiaries, the Company and various of its subsidiaries and Rupert King as security trustee for the Beneficiaries and dated December 2013,

"Intellectual Property" means any present or future rights or interests of the Company in respect of any patent, trade mark, service mark, trade name, registered design, design rights, copyrights, know-how and any other rights in intellectual property whether registered or unregistered and any registration or application for registration including all present and future fees, royalties and other income or rights derived therefrom or incidental thereto and including the benefit of all present and future agreements relating to the use of a licensing or exploitation of any such rights,

"Issuer" means William Sinclair Holdings PLC, a company incorporated in England and Wales (company number 001392876) whose registered office is at Firth Road, Lincoln LN6 7AH,

"Party" means a party to this Deed and includes its successors in title, permitted assigns and permitted transferees, whether immediate or derivative,

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

"Receiver" means a duly qualified receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Assets and that term will include any appointee made under a joint and/or several appointment,

"Reservations" means

- (a) the principle that equitable remedies are remedies which may be granted or refused at the discretion of the court,
- (b) the limitation of enforcement by laws relating to bankruptcy, insolvency, liquidation, reorganisation, court schemes, moratoria, administration and other laws generally affecting the right of creditors,
- (c) the time barring of claims under laws relating to limitation of actions,
- (d) the possibility that an undertaking to assume liability for or to indemnify a person against non payment of stamp duty may be void,
- (e) defences of set-off or counter-claim, and
- (f) similar principles and similar matters arising under the laws of any foreign jurisdictions in which the relevant obligations may have to be performed

"Secured Liabilities" means all present and future moneys, obligations and liabilities due, owing or incurred from or by the Issuer to the Beneficiaries in connection with the Notes,

"Securities" means all stocks, shares, loans, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) now or at any time hereafter (and from time to time) owned (at law or in equity) by the Company, together with all allotments offered or arising in respect thereof or incidental thereto,

"Security Financial Collateral Arrangement" has the meaning given to that expression in the Financial Collateral Regulations, and

"Security Interest" means a mortgage, charge, pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

1 2 **Construction**

In this Deed, unless the context otherwise requires

- 1 2 1 each reference to this Deed or any other agreement or instrument is a reference to this Deed or such other agreement or instrument as amended, novated, replaced, restated, supplemented or varied from time to time,
- 1 2 2 each reference to a provision of law is a reference to that provision as amended, replaced or re-enacted from time to time,

- 1 2 3 any grant of rights for full title guarantee shall be deemed to contain all of the covenants and warranties implied in respect of any conveyance with full title guarantee pursuant to section 1(2) of the Law of Property (Miscellaneous Provisions) Act 1994,
- 1 2 4 Clause and Schedule headings are for ease of reference only,
- 1 2 5 words importing the singular shall include the plural and vice versa,
- 1 2 6 words importing one gender will be treated as importing any gender,
- 1 2 7 a reference to any person includes that person's successors and (in the case of the Trustee only) its permitted assignees and transferees,
- 1 2 8 a reference to any person is to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any agency of a state, whether or not a separate legal entity,
- 1 2 9 the words "include", "including", "in particular" and any similar expression shall not be construed as implying any limitation, and general words introduced by "other", "otherwise" or any similar expression will not be given a restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class, of acts, matters or things,
- 1 2 10 capitalised terms not otherwise defined in this Deed shall have the meaning given to such terms in the terms and conditions of the Notes

1 3 Nature of security over real property

A reference in this Deed to a charge or mortgage of any freehold, leasehold or commonhold property includes all buildings and fixtures (including trade and tenant's fixtures) which are at any time situated on that property and all proceeds of sale, rent and other income receivable by, and all other rights of, the Company from time to time in respect of that property

1 4 Enterprise Act 2002

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 Deed

1 5 Effect of this Deed

This Deed is intended to take effect as a deed notwithstanding that a Party may have executed it under hand only

2 COVENANT TO PAY

The Company covenants with the Trustee (for its own account and for the account of the other Beneficiaries) that it will on demand pay and discharge the Secured Liabilities when they become due

3 GRANT OF SECURITY

3 1 Security

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

3 1 1 charges to the Trustee for itself to hold on trust for the Beneficiaries by way of first legal mortgage, all Properties which are currently owned by the Company,

3 1 2 charges to the Trustee for itself to hold on trust for the Beneficiaries by way of first fixed charge

(a) all Properties hereafter acquired by the Company,

(b) the Securities,

(c) all present and future rights, licences, guarantees, contracts and warranties relating to the business carried on from time to time by the Company,

(d) all present and future goodwill of the Company and all uncalled capital for the time being of the Company,

(e) the Equipment,

(f) all Intellectual Property, and

(g) the Debts

3 1 3 assigns to the Trustee for itself to hold on trust for the Beneficiaries (subject to the right of the Company to redeem such assignment on payment and discharge in full of the Secured Liabilities) all right, title and interest of the Company in and to any present or future contracts, loan agreements, security documents or policies of insurances or assurance (including, without limitation, any insurances relating to the Properties or the Equipment) and all claims and recoveries thereunder, and

3 1 4 charges to the Trustee for itself to hold on trust for the Beneficiaries, by way of first floating charge, all the undertaking, property, assets and rights of the Company at any time not effectively mortgaged or charged by fixed charge or assigned pursuant to Clauses 3 1 1, 3 1 2 and 3 1 3

3 2 Crystallisation of floating charge by notice

Without prejudice to any other circumstances in which such floating charge may crystallise, the Trustee may at any time and from time to time by written notice to the Company convert the floating charge created under this Deed into a fixed charge as regards any part of the Charged Assets

3 3 Automatic crystallisation of floating charge

Notwithstanding Clause 3 2 (*Crystallisation of floating charge by notice*) and without prejudice to any law which may have a similar effect, the floating charge created under this Deed will automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets subject to the floating charge upon the occurrence of an Enforcement Event

3 4 Effect of crystallisation of floating charge

Following any conversion or crystallisation of the floating charge created under this Deed, whether or not pursuant to Clause 3 2 or Clause 3 3, the Company shall no longer have the right to sell the relevant Charged Assets pursuant to Clause 4 2

3 5 Title Documents

The Company shall on request by the Trustee deposit with the Trustee and the Trustee shall during the continuance of this security be entitled to hold all deeds and documents of title relating to the Charged Assets and all Insurance Policies

3 6 Intercreditor Agreement

Until the Senior Discharge Date (as such term is defined in the Intercreditor Agreement), the terms of this Deed are subject to the terms of the Intercreditor Agreement

4 SECURITY INTERESTS AND DISPOSALS

The Company covenants with the Trustee that the Company will not at any time, except with the prior written consent of the Trustee

4 1 create or purport to create or permit to subsist any Security Interest on or in relation to the Charged Assets other than this Deed,

4 2 sell, assign, transfer, lease, licence, share occupation or part with possession of or otherwise dispose of all or any part of the Charged Assets or any interest therein, except for disposals of Floating Charge Assets by way of sale in the ordinary course of the Company's business and for the purpose of carrying on that business, or

4 3 agree to do any of the things referred to in Clause 4 1 or 4 2

5 REPRESENTATIONS AND WARRANTIES

The Company makes the representations and warranties set out in this Clause 5 to the Trustee

5 1 Status

5 1 1 It is a private limited company, duly incorporated and validly existing under the laws of England and Wales

5 1 2 It has the power to own its assets and carry on its business as it is being conducted

5 2 Binding Obligations

The obligations expressed to be assumed by it in this Deed are, subject only to the Reservations, legal, valid, binding and enforceable obligations

5 3 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, this Deed do not and will not conflict with

5 3 1 any law or regulation or judicial or official order applicable to it,

5 3 2 its constitutional documents, or

5 3 3 any agreement or instrument binding upon it or any of its assets

5 4 Power and Authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of this Deed and the transactions contemplated by this Deed

5 5 Authorisations

All Authorisations required or desirable

5 5 1 to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed, and

5 5 2 to make this Deed admissible in evidence in England and Wales,
have been obtained or effected (as appropriate) and are in full force and effect

6 COVENANTS RELATING TO THE CHARGED ASSETS

6 1 Properties

The Company shall

6 1 1 keep all buildings on each Property and all fixtures belonging to the Company thereon and therein in good and substantial repair and condition and insured to their full reinstatement value,

6 1 2 not without the prior written consent of the Trustee make any material alterations to any Property or carry out any development thereon,

6 1 3 observe and perform all covenants, stipulations and conditions to which each Property or the user thereof is now or may hereafter be subject,

6 1 4 permit the Trustee and any Receiver and any person appointed by either of them to enter upon and inspect any Property upon reasonable prior notice

6 2 Equipment

The Company shall maintain the Equipment in good and serviceable condition (fair wear and tear excepted) and keep it insured against usual business risks for its full reinstatement or replacement value

6 3 Intellectual Property

The Company shall take all necessary action to safeguard and maintain present and future rights, in or relating to the Intellectual Property including, without limitation, observing all covenants and stipulations relating thereto, applying for registration thereof and paying all applicable renewal fees, licence fees and other outgoings, and taking action against any third parties for the unauthorised use or exploitation thereof

6 4 Preservation of Charged Assets

The Company shall not do, or permit to be done, any act or thing which will or might materially diminish the value of any of the Charged Assets or the effectiveness of the security created by this Deed

7 POWER TO REMEDY

If the Company is at any time in breach of any of its obligations contained in this Deed, the Trustee shall be entitled (but shall not be bound) to remedy such breach and the Company hereby irrevocably authorises the Trustee and its agents to do all such things necessary or desirable in connection therewith. The Company shall be liable to the Trustee for the expenses of the Trustee in so doing. The rights of the Trustee contained in this Clause 7 are without prejudice to any other rights of the Trustee hereunder. The exercise by the Trustee of its rights under this Clause 7 shall not make the Trustee liable to account as a mortgagee in possession.

8 ENFORCEMENT

8.1 Enforcement

The security constituted by this Deed shall become enforceable upon and at any time after the occurrence of an Enforcement Event and, without prejudice to any other rights of the Trustee, the powers of sale under the Law of Property Act 1925 shall immediately be exercisable and the Trustee may in its absolute discretion enforce all or any part of the security created by this Deed as it sees fit.

8.2 Statutory power of sale

The statutory power of sale shall, as between the Trustee and a purchaser from the Trustee, arise on and be exercisable at any time after the execution of this Deed, provided that the Trustee shall not exercise such power of sale until the security constituted by this Deed has become enforceable pursuant to Clause 8.1 (*Enforcement*).

8.3 Extension of statutory powers

The statutory powers of sale, leasing and accepting surrenders exercisable by the Trustee under this Deed are extended so as to authorise the Trustee whether in its own name or in that of the Company to grant a lease or leases of the whole or any part or parts of the Properties with whatever rights relating to other parts of it and containing whatever covenants on the part of the Company and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Trustee thinks fit.

8.4 No obligation to enquire

No person dealing with the Trustee or any Administrator or Receiver appointed hereunder, or its agents or brokers, shall be concerned to enquire whether the security constituted by this Deed has become enforceable, or whether any power exercised or purported to be exercised has become exercisable, and such dealing shall be deemed to be within the powers hereby conferred and to be valid and effectual accordingly.

8.5 No liability as mortgagee in possession

None of the Trustee, the Administrator or the Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets nor shall any of them be liable for any loss upon realisation of, or for any neglect or default of any nature whatsoever in connection with all or any of the Charged Assets for which a mortgagee in possession might as such be liable.

8.6 Appropriation

8.6.1 To the extent that the Charged Assets constitute Financial Collateral and this Deed and the obligations of the Company hereunder constitute a Security Financial Collateral Arrangement, the Trustee shall have the right, at any time after the security constituted by this Deed has become enforceable, to

appropriate all or any of the Charged Assets in or towards the payment and/or discharge of the Secured Liabilities in such order as the Trustee in its absolute discretion may from time to time determine

- 8 6 2 The value of any Charged Assets appropriated in accordance with this Clause 8 6 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 Trustee may select (including independent valuation) The Company agrees that the methods of valuation provided for in this Clause 8 6 are commercially reasonable for the purposes of the Financial Collateral Regulations

9 ADMINISTRATOR OR RECEIVER

9 1 Appointment of Administrator or Receiver

At any time after the security constituted by this Deed becomes enforceable, or at the request of the Company, the Trustee may without further notice

- 9 1 1 appoint under seal or by writing under hand of a duly authorised officer of the Trustee any one or more person or persons to be an Administrator or a Receiver of all or any part of the Charged Assets (the expressions Administrator and Receiver shall, where the context so admits, include any person substituted as administrator or receiver or receiver and manager or administrative receiver under the power hereinafter contained), and
- 9 1 2 (subject to Section 45 of the Insolvency Act 1986) from time to time under seal or by writing under hand of a duly authorised officer of the Trustee remove any person appointed to be Administrator or Receiver and may in like manner appoint another in his place

9 2 More than one appointment

Where more than one person is appointed Administrator or Receiver, they will have power to act separately (unless the appointment by the Trustee specifies to the contrary)

9 3 Additional powers

- 9 3 1 The powers of sale and appointing an Administrator or a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Trustee under the Insolvency Act 1986 and the Law of Property Act 1925 or otherwise and shall be exercisable without the restrictions contained in Sections 103 and 109 of the Law of Property Act 1925 or otherwise, and
- 9 3 2 The power to appoint an Administrator or a Receiver (whether conferred by this Deed or by statute) shall be and remain exercisable by the Trustee notwithstanding any prior appointment in respect of all or any part of the Charged Assets

9 4 Receiver as agent of the Company

Any Receiver appointed by the Trustee under this Deed shall be the agent of the Company and the Company shall be solely responsible for his acts and remuneration as well as for any defaults committed by him

10 POWERS OF RECEIVER

Any Receiver appointed by the Trustee under this Deed shall in addition to the powers conferred on him by the Law of Property Act 1925 and the Insolvency Act 1986 have power to

do all such acts and things as an absolute owner could do in the management of such of the Charged Assets over which such Receiver is appointed, and in particular (but without limitation)

- 10 1 to take possession of and generally manage the Charged Assets and any business of the Company,
- 10 2 to carry out on any Property any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment,
- 10 3 to purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land,
- 10 4 to sell lease surrender or accept surrenders of leases charge or otherwise deal with or dispose of the Properties without restriction including (without limitation) power to dispose of any fixtures separately from the land,
- 10 5 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Company,
- 10 6 to take continue or defend any proceedings and enter into any arrangement or compromise,
- 10 7 to insure the Charged Assets and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen,
- 10 8 to call up any uncalled capital of the Company with all the powers conferred by the Articles of Association of the Company in relation to calls,
- 10 9 to employ advisers consultants managers agents workmen and others,
- 10 10 to purchase or acquire materials tools equipment goods or supplies,
- 10 11 to borrow any money and secure the payment of any money in priority to the Secured Liabilities for the purpose of the exercise of any of his powers, and
- 10 12 to do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Charged Assets

11 APPLICATION OF PROCEEDS

11 1 Order of application

The Receiver shall apply all monies received by him

- 11 1 1 first in paying all rents, taxes, rates and outgoings whatever affecting any Charged Assets,
- 11 1 2 secondly in paying his remuneration (as agreed between him and the Trustee),
- 11 1 3 thirdly in paying all costs, charges and expenses of and incidental to his appointment and the exercise of his powers and all outgoings paid by him,
- 11 1 4 fourthly in or towards discharge of the Secured Liabilities in such order and manner as the Trustee shall determine, and

11 1 5 finally in paying any surplus to the Company or any other person entitled to it

11 2 Section 109(8) Law of Property Act 1925

Neither the Trustee nor any Receiver shall be bound (whether by virtue of section 109(8) of the Law of Property Act 1925, which is hereby varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order as between any of the Secured Liabilities

12 INDEMNITY

The Company agrees to indemnify and hold harmless the Trustee and any Receiver from and against all actions, claims, expenses, demands and liabilities whether arising out of contract or in tort or in any other way incurred or which may at any time be incurred by him or by any manager, agent, officer, servant or workman for whose debt, default or miscarriage he may be answerable for anything done or omitted to be done in the exercise or purported exercise of his powers under the provisions of this Deed or pursuant hereto

13 POWER OF ATTORNEY

13 1 Power of attorney

The Company hereby irrevocably appoints the Trustee and (jointly and severally) each and every Receiver appointed by the Trustee under the provisions of this Deed to be the attorney of the Company and in the name and on behalf of the Company and as the Company's act and deed or otherwise to sign, execute, seal, deliver, complete any blanks in and otherwise perfect any deed, transfer, assurance, agreement, instrument or act which such Receiver or the Trustee may consider expedient in the exercise of any of his or its powers or in respect of the Company's obligations under this Deed. The power of attorney hereby granted is to secure the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act 1971

13 2 Confirmation

The Company covenants with the Trustee and with any Receiver that if required to do so it shall ratify and confirm

13 2 1 all transactions entered into by the Trustee and/or any Receiver in the proper exercise of its or their powers in accordance with this Deed, and

13 2 2 all transactions entered into by the Trustee and/or any Receiver in signing, sealing, delivering and otherwise perfecting any assignment, mortgage, charge, security, document or other act

14 INDEPENDENT AND CONTINUING SECURITY

14 1 Independent security

This Deed shall be in addition to and independent of every other security or guarantee which the Trustee may at any time hold for any of the Secured Liabilities and it is hereby declared that no prior security held by the Trustee over the whole or any part of the Charged Assets shall merge in the security created by this Deed

14 2 Continuing security

This Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or other matter or thing whatsoever, unless and until the Trustee discharges this Deed in writing

14 3 Discharge conditional

Any release, discharge or settlement between the Company and the Trustee shall be deemed conditional upon no payment or security received by the Trustee in respect of the Secured Liabilities being avoided or reduced or ordered to be refunded pursuant to any provision of any enactment relating to insolvency, bankruptcy, winding-up, administration or receivership and, notwithstanding any such release, discharge or settlement

14 3 1 the Trustee or its nominee shall be at liberty to retain this Deed and the security created by or pursuant to this Deed, including all certificates and documents relating to the Charged Assets or any part thereof, for such period as the Trustee shall deem necessary to provide the Trustee with security against any such avoidance or reduction or order for refund, and

14 3 2 the Trustee shall be entitled to recover the value or amount of such security or payment from the Company subsequently as if such settlement, discharge or release had not occurred and the Company agrees with the Trustee accordingly and charges the Charged Assets and the proceeds of sale thereof with any liability under this Clause 14

15 FURTHER ASSURANCE

As and when required by the Trustee the Company, at its own cost, shall execute such further legal or other mortgages, charges or transfers in favour of the Trustee as the Trustee shall from time to time require over all or any part of the Charged Assets, further to secure the payment of the Secured Liabilities, such further mortgages, charges or transfers to be prepared at the cost of the Company and to contain a power of sale and such other clauses for the benefit of the Trustee as the Trustee may reasonably require

16 INDULGENCE

The Trustee may in its discretion grant time or other indulgence or make any other arrangement, variation or release with any person or persons not party hereto (whether or not such person or persons are jointly liable with the Company) in respect of any of the Secured Liabilities or of any other security therefore without prejudice either to this Deed or to the liability of the Company for the Secured Liabilities

17 COSTS

The Company shall pay or reimburse to the Trustee and any Receiver on demand, on a full indemnity basis, all costs, charges and expenses (including legal fees) in any way incurred by the Trustee and/or the Receiver in relation to this Deed or the Charged Assets or in protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Trustee's rights under this Deed or in suing for or recovering any of the Secured Liabilities (including, without limitation, the costs of any proceedings in relation to this Deed or the Secured Liabilities)

18 DEMANDS AND NOTICE

Any demand for payment and any other demand, notice, consent or communication made or given on or to the Company under or in connection with this Deed may be left at the registered office or sent there by first class post Any such demand shall be validly made whether or not it contains an accurate statement of the amount of the Secured Liabilities In proving service of a document it shall be sufficient to prove that it was left at the relevant

location or that it was properly addressed, stamped and posted. Any demand or notice shall be deemed given, if left at the relevant address when so left and if sent by post, when it would be delivered in the normal course of post.

19 RIGHTS CUMULATIVE

The rights and powers which this Deed confers on the Trustee are cumulative, may be exercised as often as the Trustee considers appropriate, and are in addition to its rights and powers under the general law. The rights of the Trustee (whether arising under this Deed or under the general law) shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing, and, in particular, any failure to exercise or any delay in exercising any such right shall not operate as a variation or waiver of that or any other such right, any defective or partial exercise of any such right shall not preclude any other or further exercise of that or any other such right, and no act or course of conduct or negotiation on its part or on its behalf shall in any way preclude the Trustee from exercising any such right or constitute a suspension or variation of any such right.

20 CONSOLIDATION

The restriction on the right of consolidating mortgages contained in section 93 of the Law of Property Act 1925 shall not apply to this Deed.

21 PARTIAL INVALIDITY

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction will in any way be affected or impaired.

22 TRANSFERS

22.1 Transfer by the Trustee

The Trustee may without restriction assign, transfer or declare a trust in respect of the whole or any part of its rights and obligations under or in respect of this Deed.

22.2 Transfer by the Company

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

22.3 Disclosure of Information

The Trustee may disclose to any person related to the Trustee and/or any person to whom it is proposing to assign, transfer or declare a trust in respect of the whole or any part of its rights and obligations under or in respect of this Deed or has already done so, any information about the Company.

23 THIRD PARTY RIGHTS

Save as permitted in this Deed, a person who is not a Party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. This Clause 23 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

24 COUNTERPARTS

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

25 GOVERNING LAW AND JURISDICTION

This Deed shall be governed by and construed in accordance with English law and the Company irrevocably submits to the non-exclusive jurisdiction of the English courts

In witness of which this Deed has been entered into and has been caused to be delivered on the date first stated


EXECUTION PAGE

EXECUTED (but not delivered until the date hereof) and delivered as a **DEED** by **JOSEPH METCALF LIMITED** acting by one witnessed director

Director

Signature


Name (in block capitals)


PETER DOMINIC WILLIAMS

Witness

Signature

Name (in block capitals)


KELLY TOWN

SIGNED on behalf of **RUPERT KING**

Name (in block capitals)

Signature

