



Registration of a Charge

Company name: **FUTURAMA SIGNS LIMITED**

Company number: **00627585**



X39Y2288

Received for Electronic Filing: **13/06/2014**

Details of Charge

Date of creation: **12/06/2014**

Charge code: **0062 7585 0019**

Persons entitled: **OLDCO 12345 LTD**

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: **PINSENT MASONS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 627585

Charge code: 0062 7585 0019

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th June 2014 and created by FUTURAMA SIGNS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th June 2014 .

Given at Companies House, Cardiff on 13th June 2014

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 12 June **2014**

(1) FUTURAMA SIGNS HOLDINGS LIMITED

(2) THE GLENDOWER GROUP LIMITED

(3) FUTURAMA LIMITED

(4) FUTURAMA SIGNS LIMITED

(as Chargors)

(5) OLD CO 12345 LTD
(as Chargee)

(6) THE ADMINISTRATORS

DEBENTURE


Pinsent Masons

THIS DEBENTURE is made on

12 June

2014

BETWEEN:-

- (1) **FUTURAMA SIGNS HOLDINGS LIMITED** (No. 09071576) whose registered office is Island Farm House, Island Farm Road, West Moseley, Surrey KT8 2TR ("**Futurama Signs Holdings**");
- (2) **THE GLENDOWER GROUP LIMITED** (No. 02441490) whose registered office is at Island Farm House, Island Farm Road, West Moseley, Surrey KT8 2TR ("**Glendower Group**");
- (3) **FUTURAMA LIMITED** (No. 03566004) whose registered office is Island Farm House, Island Farm Road, West Moseley, Surrey KT8 2TR ("**Futurama**"); and
- (4) **FUTURAMA SIGNS LIMITED** (No. 00627585) whose registered office is Olympia House, Metro Park, 45 Lockwood Court, Leeds LS11 5TY ("**Futurama Signs**")

(together the "**Chargors**").

- (5) **OLDCO 12345 LTD** (No. 06131135) whose registered office is at The Hangar, Blackgate Lane, Pulborough, West Sussex RH10 1DE (the "**Chargee**") acting by its joint administrators **STUART MADDISON** and **ZELF HUSSAIN** of **PricewaterhouseCoopers LLP** of 4th Floor, One Reading Central, 23 Forbury Road, Reading, Berkshire RG1 3JH (together the "**Administrators**"); AND

- (6) **THE ADMINISTRATORS.**

RECITALS

- (A) The Administrators were appointed Joint Administrators of the Chargee on 12 June 2014 by the directors of the Chargee pursuant to paragraph 22 of Schedule B1 of the Insolvency Act 1986
- (B) The Chargee, acting by the Administrators, has agreed to sell certain assets of the Chargee to Futurama Signs Holdings under the Sale and Purchase Agreement on terms that include deferred consideration.
- (C) Futurama Signs Holdings has agreed to loan the sum of £670,000 to Glendower Group, Futurama and Futurama Signs ("the Guarantors") and in consideration of that loan, the Guarantors have agreed to enter into the Guarantee and Indemnity with the Chargee and the Administrators guaranteeing the obligations of Futurama Signs Holdings and Glendower Group to the Chargee.
- (D) The Administrators have entered into this deed solely for the purpose of obtaining the benefits of the provisions in their favour and shall incur no personal liability of any kind under or in connection with this deed.
- (E) Under this deed, the Chargors provide security to the Chargee for the obligations under the Sale Agreement and Guarantee and Indemnity, as defined below.

THIS DEED WITNESSES as follows:-

1. INTERPRETATION

1.1 Definitions

In this Debenture:-

"Account"	means any account opened or maintained by the Chargors at any bank or financial institution;
"Charged Property"	means all the assets and undertaking of the Chargors which from time to time are, or purport to be, the subject of the security created in favour of the Chargee by or pursuant to this Debenture;
"Chargors"	means Futurama Signs Holdings, Glendower Group, Futurama and Futurama Signs;
"Enforcement Action"	means:- <ul style="list-style-type: none"> (a) the acceleration of any Secured Liabilities or any declaration that any Secured Liabilities are prematurely due and payable or payable on demand; (b) the taking of any steps to enforce or require the enforcement of this Debenture (including the crystallisation of any floating charge); (c) the making of any demand against any of the Chargors in relation to any guarantee, indemnity or other assurance against loss in respect of any Secured Liabilities; (d) the exercise of any right of set-off against the Chargors in respect of any Secured Liabilities excluding any right of set off under a netting arrangement with the Chargors' clearing bank; (e) the suing for, commencing or joining of any legal or arbitration proceedings against any of the Chargors to recover any Secured Liabilities; or (f) the petitioning, applying or voting for, or the taking of any steps which may lead to any administration, winding-up, insolvency or dissolution of or in relation to any of the Chargors;
"Enforcement Date"	means the date on which the Chargee first takes Enforcement Action;
"Event of Default"	any of the events which is a breach by the Chargors of any of the terms of the Sale and Purchase Agreement and/or the Guarantee and Indemnity;
"Fixed Plant and Equipment"	means all plant, machinery or equipment of the Chargor of any kind which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building;
"Fixtures"	means all things of any kind now or at any time affixed to the Land for any purpose, including, without limitation, trade and tenants fixtures;

"Guarantee and Indemnity"

means the guarantee and indemnity by Glendower Group, Futurama and Futurama Signs in favour of the Chargee and the Administrators dated 12 June 2014

"Group"

means the Chargors and each of their subsidiaries;

"Insurances"

means any policy of insurance or assurance in which the Chargors has an interest and all claims and rebates of premium under any such policy;

"Intellectual Property"

means any of the following in which the Chargor has an interest:-

- (a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above;
- (b) any invention, copyright, design right or performance right;
- (c) any trade secrets, know-how and confidential information; and
- (d) the benefit of any agreement or licence for the use of any such right;

"Land"

means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation, any buildings and Fixtures on the Land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes "Land" excludes heritable property situated in Scotland;

"Loose Plant and Equipment"

means, in relation to the Chargor, all plant, machinery, equipment and motor vehicles now or at any time owned by the Chargor as a capital asset which is not Fixed Plant and Equipment;

"LPA"

means the Law of Property Act 1925;

"Monetary Claims"

means all book and other debts and monetary claims, now or in the future owing to the Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt;

"Notice of Charge"

means a notice of charge in such form as may be specified by the Chargee;

"Receiver"

means any receiver, receiver and manager or administrative receiver of the whole or any part of the Charged Property;

"Related Rights"

means in relation to any Charged Property:

- (a) the proceeds of sale of any part of that Charged Property;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property; and
- (d) any moneys and proceeds paid or payable in respect of that Charged Property;

"Sale and Purchase Agreement"

means the sale and purchase agreement in respect of certain assets of Oldco 12345 Ltd dated on or around the date of this deed and made between the Chargee, the Administrators, Futurama Signs Holdings and Glendower Group;

"Secured Liabilities"

means all present and future liabilities and obligations of the Chargors to the Chargee pursuant to the Sale and Purchase Agreement and/or the Guarantee and Indemnity (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever and whether or not the Chargee was the original creditor in respect thereof) including without limitation interest, commission, costs, charges and expenses charged by the Chargee at rates agreed between it and the Chargors, or in the absence of express agreement, the rate of Interest (as defined in the Sale and Purchase Agreement and/or the Guarantee and Indemnity);

"Securities"

means all the right, title and interest of the Chargors, now or in the future, in any:-

- (a) stocks, shares, bonds, debentures, loan stocks, or other securities issued by any person;
- (b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, debentures, loan stocks or other securities or investments issued by any person; and
- (c) units or other interests in any unit trust or collective investment scheme; and

"Security"

means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar

effect.

1.2 Incorporation of terms

Unless the context otherwise requires or unless defined in this Debenture, all words and expressions defined or whose interpretation is provided for in the Sale and Purchase Agreement shall have the same meanings in this Debenture.

1.3 Interpretation

In this Debenture, unless the context otherwise requires:-

- 1.3.1 words importing the singular shall include the plural and vice versa and reference to any gender includes the other gender;
- 1.3.2 the term "**assets**" includes all property, rights and revenues whatsoever, and wheresoever, present and future;
- 1.3.3 references to a "**guarantee**" include an indemnity or any other form of surety;
- 1.3.4 an Event of Default is "**continuing**" if it has not been waived;
- 1.3.5 all references to documents include all variations and replacements of such documents and supplements to such documents;
- 1.3.6 all references to a party include references to its personal representatives, permitted assigns and transferees and its successors in title;
- 1.3.7 references to persons include bodies corporate, unincorporated associations and partnerships;
- 1.3.8 words and phrases defined in the Companies Act 2006 have the same meanings in this Debenture but the word "**company**" includes any body corporate; and
- 1.3.9 references to the Administrators mean, the Administrators as administrators of the Chargee or as subsequently appointed liquidators or supervisors of a Company Voluntary Arrangement pursuant to the provisions of the Insolvency Act 1986.

1.4 Statutes and headings

In this Debenture:-

- 1.4.1 any reference to any statute or statutory instrument includes any enactment replacing or amending it or any instrument, order or regulation made under it and also includes any past statutory provisions (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced; and
- 1.4.2 headings are for reference purposes only and shall not affect the construction of anything in this Debenture.

1.5 Clauses

In this Debenture references to "**Clauses**" are to the clauses or sub-clauses of this Debenture.

2. COVENANT TO PAY

2.1 Secured Liabilities

The Chargors covenant that they will on demand of the Chargee and/or the Administrators pay and discharge any or all of the Secured Liabilities when due.

2.2 Interest

The Chargors covenant to pay interest to the Chargee upon any sum demanded in accordance with Clause 2.1 (*Secured Liabilities*) until payment (both before and after any judgment) at the rate of the rate of Interest (as defined in the Sale and Purchase Agreement).

3. CHARGES

3.1 Mortgages and Fixed Charges

As a continuing security for payment of the Secured Liabilities, the Chargors with full title guarantee charge to the Chargee all its right, title and interest from time to time in each of the following assets:-

- 3.1.1 by way of first legal mortgage all Land which is now vested in the Chargors;
- 3.1.2 by way of first fixed charge all other Land now vested in the Chargors (to the extent not effectively charged by Clause 3.1.1) and all Land acquired by the Chargors after the date of this Debenture;
- 3.1.3 by way of first fixed charge:-
 - (a) the Securities;
 - (b) the Intellectual Property;
 - (c) the Monetary Claims;
 - (d) the Fixed Plant and Equipment;
 - (e) the Loose Plant and Equipment;
 - (f) the Accounts;
 - (g) the Insurances;
 - (h) the Related Rights under or in connection with the Securities, the Accounts, the Insurances, the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment; and
 - (i) its present and future goodwill and uncalled capital.

3.2 Floating Charge

As continuing security for payment of the Secured Liabilities, the Chargors with full title guarantee charge by way of first floating charge the whole of the Chargors' undertaking and assets, present and future and wherever situated, which are not for any reason effectively charged (whether in law or equity) by way of fixed security by this Debenture, including, without limitation, any heritable property of the Chargors situated in Scotland.

3.3 Trust

If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the Chargors shall hold it on trust for the Chargee.

3.4 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by this Debenture.

4. CRYSTALLISATION OF FLOATING CHARGE

4.1 Crystallisation: By Notice

The Chargee may at any time by notice in writing to any of the Chargors convert the floating charge created by Clause 3.2 (*Floating Charge*) with immediate effect into a fixed charge as regards any property or assets specified in the notice if:-

- 4.1.1 the Enforcement Date has occurred;
- 4.1.2 the Chargee considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
- 4.1.3 the Chargee considers that it is necessary in order to protect the priority of the Security created by or pursuant to this Debenture.

4.2 Crystallisation: Automatic

The floating charge created by Clause 3.2 (*Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets subject to the floating charge if:-

- 4.2.1 subject to Clause 7.1 any of the Chargors creates or attempts to create any Security over any of the Charged Property without the prior written consent of the Chargee; or
- 4.2.2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property; or
- 4.2.3 any step is taken (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of any of the Chargors, over all or any part of its assets, or if such person is appointed.

4.3 Crystallisation: Moratorium where directors propose voluntary arrangement

The floating charge created by Clause 3.2 (*Floating Charge*) may not be converted into a fixed charge solely by reason of:

- 4.3.1 the obtaining of a moratorium; or
- 4.3.2 anything done with a view to obtaining a moratorium

under Schedule A1 to the Insolvency Act 1986

5. PERFECTION OF SECURITY

5.1 Notices of Charge

The Chargors shall deliver to the Chargee (or procure delivery of) Notices of Charge duly executed by, or on behalf of, the Chargors:-

- 5.1.1 in respect of the Insurances, on the date of this Debenture and promptly upon purchasing any further Insurance after the date of this Debenture;
- 5.1.2 in respect of each Account, on the date of this Debenture and promptly upon the opening of any further Account after the date of this Debenture; and
- 5.1.3 in respect of any other asset which is the subject of a charge pursuant to Clause 3, promptly upon the request of the Chargee from time to time,

and in each case shall use all reasonable endeavours to procure that each notice is acknowledged by the party to whom such Notice of Charge is addressed.

5.2 Delivery of Documents of Title

The Chargors shall upon the execution of this Debenture (or, if later, upon receipt or entitlement thereof), deposit with the Chargee and the Chargee during the continuance of this security shall be entitled to hold all deeds, certificates and other documents of title relating to Land, the Securities and the Insurances. In the case of the Securities, the Chargors shall also deliver such stock transfer forms or other instruments of transfer (stamped and executed in blank by the Chargors) as the Chargee may request.

5.3 Application to the Land Registry

The Chargors and the Chargee apply to the Land Registry for the following to be entered into on the register of the title to any Land now or in the future owned by the Chargor:-

- 5.3.1 a restriction in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by Oldco 12345 Ltd c/o Pinsent Masons LLP, 30 Crown Place, London EC2A 4ES ref: SM41"; and

- 5.3.2 a unilateral notice in the following terms:

"Deed in favour of Oldco 12345 Ltd dated [date of Debenture] 2014".

The Chargors shall provide the Chargee with all necessary assistance and/or documentation to permit the entry of the restriction and unilateral notice at HM Land Registry and shall not apply to remove the same without the Chargee's consent

6. FURTHER ASSURANCE

6.1 General

The Chargors shall, at their own expense, at any time when reasonably required by the Chargee, execute and deliver to the Chargee:-

- 6.1.1 a valid legal mortgage of any Land now or in the future owned by any of the Chargors;

6.1.2 a fixed charge over any interest, whether or not, capable of being charged by way of legal mortgage, in any Land now or in the future belonging to any of the Chargors;

6.1.3 a legal assignment or other fixed Security over all or any of the Charged Property;

6.1.4 where any of its assets are situated outside England and Wales, such fixed security (or such security in that jurisdiction most closely akin to fixed security) under the law of the place where the asset is situated as the Chargee may require; and

6.1.5 a notice to any third party of any of the charges or assignments created by or pursuant to this Debenture;

in each case, in the Chargee's standard form or such other form as the Chargee may require.

6.2 Other acts

Without prejudice to Clause 6.1 (*General*), the Chargors shall, at their own expense, at any time when reasonably required by the Chargee, do and concur in all acts or things as the Chargee may deem reasonably necessary for the purpose of the creation, perfection, protection or maintenance of any of the Security intended to be created by this Debenture over all or any of the Charged Property or to facilitate the enforcement of that Security, or the exercise of any powers or discretions intended to be vested in the Chargee or any Receiver by this Debenture.

7. RESTRICTIONS ON DEALING

7.1 Negative Pledge

The Chargors undertake that they shall not, save with the Chargee's prior written consent, at any time during the subsistence of this Debenture, create or permit to subsist any Security over all or any part of the Charged Property.

7.2 Disposals

The Chargors undertakes that they shall not (and shall not agree to) at any time during the subsistence of this Debenture, sell, transfer, assign, lease or hire out, factor, discount, licence, lend, part with its interest in or otherwise dispose of any of the Charged Property or permit the same to occur, or agree to do any of the foregoing, provided that, until:-

7.2.1 the floating charge created by Clause 3.2 (*Floating Charge*) is converted into a fixed charge; or

7.2.2 the occurrence of the Enforcement Date,

the Chargors may hold, enjoy and deal with, the Charged Property which is not at the relevant time expressed to be subject to a fixed charge or mortgage.

8. SECURITIES

8.1 Securities: Before Enforcement Date

Prior to the occurrence of the Enforcement Date, the Chargors shall pay all dividends, interest and other monies arising from the Securities into an Account.

8.2 Securities: After Enforcement Date

After the occurrence of the Enforcement Date, the Chargee may at its discretion (in the name of the Chargors or otherwise and without any further consent or authority from the Chargor):-

- 8.2.1 exercise (or refrain from exercising) any voting rights in respect of the Securities;
- 8.2.2 apply all dividends, interest and other monies arising from the Securities in accordance with Clause 16 (*Application of Moneys*);
- 8.2.3 transfer the Securities into the name of such nominee(s) of the Chargee as it shall require; and
- 8.2.4 exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Securities,

in each case, in such manner and on such terms as the Chargee may think fit, and the proceeds of any such action shall form part of the Charged Property.

8.3 Securities: Payment of Calls

The Chargors shall pay when due all calls or other payments which may be or become due in respect of any of the Securities which are not fully paid (unless reasonably contested), and in any case of default by any of the Chargors in such payment, the Chargee may, if it thinks fit, make such payment on behalf of the Chargors in which case any sums paid by the Chargee shall be reimbursed by the Chargors to the Chargee on demand and shall carry interest from the date of payment by the Chargee until reimbursed at the rate notified to the Chargors by the Chargee.

8.4 Securities: Exercise of Rights

The Chargors shall not exercise any of its respective rights and powers in relation to any of the Securities in any manner which, in the opinion of the Chargee, would prejudice the effectiveness of, or the ability of the Chargee to realise, the security created by or pursuant to this Debenture.

9. ACCOUNTS

9.1 Accounts: Operation Before Enforcement Date

The Chargors shall, prior to the occurrence of the Enforcement Date, be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account.

9.2 Accounts: Operation After Enforcement Date

After the occurrence of the Enforcement Date, the Chargors shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior consent of the Chargee.

10. MONETARY CLAIMS

10.1 No dealing with Monetary Claims

The Chargors shall not at any time during the subsistence of this Debenture, without the prior written consent of the Chargee, sell, factor, discount, transfer, assign, lend or otherwise dispose of any of the Monetary Claims or enter into any agreement to do any of the foregoing.

10.2 Proceeds of Monetary Claims

The Chargors shall get in and realise the Monetary Claims in the ordinary course of business and pay the proceeds of those Monetary Claims into an Account.

11. INSURANCES

11.1 Insurances: Undertakings

The Chargors shall at all times during the subsistence of this Debenture:-

11.1.1 keep the Charged Property insured with those insurances normally maintained by prudent companies carrying on a similar business and with an insurance office or underwriters to be approved by the Chargee in writing from time to time;

11.1.2 promptly pay all premiums and other moneys payable under all its insurances or procure that such is done and, promptly upon reasonable request, produce to the Chargee a copy of each policy and evidence (acceptable to the Chargee) of the payment of such sums (or procure that such is done) and not do or omit to do or permit or suffer to be done or omitted to be done, anything which might render any Insurance required by this clause void, voidable or unenforceable; and

11.1.3 if required by the Chargee, provide a copy of all Insurances relating to the Charged Property to the Chargee.

11.2 Insurance: Default

If any of the Chargors defaults in complying with Clause 11.1 (*Insurance: Undertakings*), the Chargee may effect or renew any such Insurance on such terms, in such name(s) and in such amount(s) as it considers appropriate, and all moneys expended by the Chargee in doing so shall be reimbursed by the Chargors to the Chargee on demand and shall carry Interest from the date of payment by the Chargee until reimbursed at the rate specified in Clause 2 (*Covenant to Pay*).

11.3 Application of Insurance Proceeds

After the occurrence of the Enforcement Date, the Chargors shall hold such moneys upon trust for the Chargee pending payment to the Chargee for application in accordance with Clause 16 (*Application of Moneys*) and the Chargors waive any right they may have to require that any such moneys are applied in reinstatement of any part of the Charged Property.

12. LAND

The Chargors shall (with the intent that this Clause 12 (*Land*) shall apply in relation to all Land now vested in the Chargors or acquired by the Chargors after the date of this Debenture):-

12.1 Repair and Alterations

12.1.1 keep or cause to be kept all buildings and Fixtures from time to time on or in any of its Land and all other plant, machinery and equipment belonging to it in good and substantial repair and good working order;

12.1.2 not, without the prior written consent of the Chargees, make or permit the making of any alteration or addition to any of its Land (other than internal non-structural alterations) or commit or permit any person to commit any waste upon or injure or in any manner or by any means lessen the value of

its Land or sever or permit to be severed from any of its Land any Fixtures except for the purpose of replacing them as soon as practicable with others of equal or greater value; and

- 12.1.3 permit any authorised representative of the Chargee at any time to enter any of its Land for any purpose without becoming liable to account as a mortgagee in possession and to inspect and test any work being carried out and, where any breach of covenant, defect, disrepair or unauthorised alteration, improvement or addition shall be found, remedy all such breaches and execute all such repairs or removals as the Chargee may require within 28 days after notice (or immediately, in case of emergency),

12.2 Statutes

- 12.2.1 comply with the provisions of all statutes and the requirement of any competent authority affecting any of its Land or the use of any of its Land or anything done on any Land; and
- 12.2.2 ensure that all consents and approvals under all statutes and the regulations and codes of practice of any competent authority affecting any of its Land have been obtained and are complied with, and produce on demand such evidence as the Chargee may require to satisfy itself that such consents and approvals have been obtained and are complied with.

12.3 Leases

- 12.3.1 pay the rents and observe and perform all covenants, conditions, agreements or obligations on its part to be observed and performed contained in any lease under which any of its Land is held by the Chargors and any licence, consent or approval given under any lease, and use its best endeavours to enforce observance and performance of the lessor's covenants in any lease;
- 12.3.2 not accelerate or defer payment of any moneys payable under any such lease and where any lease contains a provision for the review of rent promptly notify the Chargee of any attempt by the lessor to implement a review but not agree the reviewed rent or appoint or agree to the appointment of a third party to determine a rent review, without the prior written consent of the Chargee;
- 12.3.3 not to apply for any licence, consent or approval under any such lease or any superior lease without the prior written consent of the Chargee; and
- 12.3.4 promptly give notice to the Chargee if any of the Chargors receives notice under section 146 of the LPA or any proceedings are commenced for forfeiture of any such lease or any superior lease or the lessor or any superior lessor re-enters or attempts to re-enter thereunder and at the request of the Chargee but at the cost of the Chargor stake such steps as the Chargee may require in relation thereto;

12.4 Power of Leasing

not, without the prior written consent of the Chargee, exercise any of the powers of leasing or agreeing to lease vested in or conferred on mortgagors by common law or by statute or create or suffer to be created a tenancy of any description of any of its Land or confer or permit to be conferred upon any person any contractual licence, right or interest to occupy or use or grant any licence or permission to assign, underlet or part with possession of the whole or any part of its Land or agree to do any of the foregoing, and sections 99 and 100 of the LPA shall not apply to this Debenture;

12.5 Compulsory Acquisition

not without the prior written consent of the Chargee enter into any negotiations with any competent authority with regard to the compulsory acquisition of any of its Land or consent to the compulsory acquisition of any of its Land, and, if so requested by the Chargee, permit the Chargee or its authorised representatives to conduct such negotiations or to give such consent on the Chargors' behalf;

12.6 Outgoings

pay as and when the same become due all rates, taxes, duties, charges, assessments and other outgoings payable in respect of its Land; and

12.7 Encumbrances

comply with:-

12.7.1 all obligations, covenants, exceptions, reservations, licences, approvals, consents, stipulations, restrictions and conditions to which it is subject including, but without limitation, those relating to any of its Land or the use or enjoyment of any of its Land or imposed upon the Chargors as owner, occupier or user, as the case may be, of any of its Land; and

12.7.2 its obligations under any Security having priority to the Security created by or pursuant to this Debenture.

13. DEMAND AND ENFORCEMENT

13.1 Enforcement

This Debenture shall become enforceable in respect of and against the Chargors:-

13.1.1 upon the occurrence of an Event of Default;

13.1.2 upon any request being made by any of the Chargors to the Chargee for the appointment of a Receiver or for the Chargee to exercise any other power or right available to it;

13.1.3 upon the occurrence of any event causing, or purporting to cause, the floating charge created by this Debenture to become fixed in relation to any Charged Property; or

13.1.4 upon the passing of any resolution, or after 14 days of the presentation of a petition (which is not withdrawn), for winding up of any of the Chargors or the making of an application for an administration order in relation to any of the Chargors or the filing of a notice of intention or notice of appointment in relation to the appointment of an administrator of any of the Chargors.

13.2 Demand for payment

Any demand for payment, and any other notice to be given by the Chargee under this Debenture, shall be in writing and may be signed by any authorised signatory on behalf of the Chargee, and may be made or given to the Chargors at any place of business of the Chargors, or the registered office of the Chargors:-

13.2.1 by delivering it to any such place; or

13.2.2 by sending it by first class post to any such place (in which case it shall be deemed received at 10.00am on the next Business Day after posting, and proof of posting shall be proof of delivery); or

- 13.2.3 by sending it by fax to any fax number of the Chargors (in which case it shall be deemed received when sent, and proof of sending shall be proof of receipt).

13.3 Powers on enforcement

At any time after this Debenture has become enforceable, the Chargee may (without prejudice to any other rights and remedies and without notice to any of the Chargors) do all or any of the following:-

- 13.3.1 exercise the power of sale under section 101 of the LPA together with all other powers and rights conferred on mortgagees by the LPA, as varied and extended by this Debenture, without the restrictions contained in sections 103 or 109(1) of the LPA; and
- 13.3.2 exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Charged Property, without the restrictions imposed by sections 99 and 100 of the LPA.

14. RECEIVERS

14.1 Appointment

At any time after this Debenture has become enforceable in respect of and against any of the Chargors, the Chargee may appoint any person or persons to be a Receiver or Receivers of all or any part of the Charged Property of the Chargors charged under this Debenture or an administrator of the Chargors. An appointment over part only of such Charged Property shall not preclude the Chargee from making any subsequent appointment over any other part of such Charged Property.

14.2 Appointment in writing

The appointment of a Receiver shall be in writing, and may be signed by any authorised signatory on behalf of the Chargee. Where more than one person is acting at any time as Receiver, they shall have power to act severally as well as jointly.

14.3 Remuneration

The Chargee may from time to time determine the remuneration of the Receiver (which shall not be subject to the limit in section 109(6) of the LPA) and may (subject to the application of section 45 of the Insolvency Act 1986) remove any person from office in relation to all or any part of the Charged Property of which he is the Receiver and at any time appoint a further or other Receiver or Receivers over all or any part of such Charged Property.

14.4 Powers

The Receiver shall be the agent of the Chargor (which shall be solely liable for his acts, defaults and remuneration) unless and until the Chargor goes into liquidation from which time he shall act as principal and shall not become the agent of the Chargee, and the Receiver shall have and be entitled to exercise in relation to the Charged Property all the powers:-

- 14.4.1 conferred by the LPA on mortgagees in possession and on receivers appointed under the LPA;
- 14.4.2 of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986, whether or not the Receiver is an administrative receiver;

14.4.3 and rights that an absolute owner would have in relation to any Charged Property; and

14.4.4 to do all things incidental or conducive to any functions, powers, authorities or discretions conferred or vested in the Receiver.

15. POWER OF ATTORNEY

15.1 Appointment

The Chargors hereby irrevocably and by way of security appoints;

15.1.1 the Chargee (whether or not a Receiver has been appointed); and also

15.1.2 (as a separate appointment) each Receiver,

severally as the attorney and attorneys of the Chargors with power to do any act, and execute and deliver any deed or other document, on behalf of and in the name of the Chargor, which any of the Chargors could be required to do or execute under any provision of this Debenture, or which the Chargee in its sole opinion may consider necessary or desirable for perfecting the Chargee's title to any of the Charged Property of the Chargors or enabling the Chargee or the Receiver to exercise any of its or his rights or powers under this Debenture.

15.2 Ratification

The Chargors ratify and confirm and agree to ratify and confirm whatever any such attorney as is mentioned in Clause 15.1 (*Appointment*) shall do or purport to do in the exercise or purported exercise of all or any of the powers, acts or other matters referred to in Clause 15.1 (*Appointment*).

16. APPLICATION OF MONEYS

All sums received by virtue of this Debenture by the Chargee or the Receiver shall, subject to the payment of any claim having priority to this Debenture, be paid or applied in the following order of priority:-

16.1 first, in or towards satisfaction of all costs, charges and expenses incurred and payments made by the Chargee, or the Receiver (including, without limitation, legal expenses) and of the remuneration of the Receiver;

16.2 secondly, in or towards payment of the Secured Liabilities in such order as the Chargee may at its discretion require; and

16.3 thirdly, as to the surplus (if any), to the person or persons entitled to such surplus,

and section 109(8) of the LPA shall not apply.

17. PROTECTION OF THIRD PARTIES

17.1 Statutory powers

In favour of any purchaser, the statutory powers of sale and of appointing a Receiver which are conferred upon the Chargee, as varied and extended by this Debenture, and all other powers of the Chargee, shall be deemed to arise (and the Secured Liabilities shall be deemed due and payable for that purpose) immediately after the execution of this Debenture.

17.2 Purchasers

No purchaser from or other person dealing with the Chargee, any person to whom it has delegated any of its powers, or the Receiver shall be concerned to enquire whether any of the powers which they have exercised has arisen or become exercisable, or whether the Secured Liabilities remain outstanding or whether any event has happened to authorise the Receiver to act or as to the propriety or validity of the exercise of any such power, and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters.

17.3 Receipts

The receipt of the Chargee or the Receiver shall be an absolute and conclusive discharge to a purchaser or any other person dealing with the Chargee.

18. PROTECTION OF THE CHARGE AND ANY RECEIVER

18.1 No liability

The Chargee and any Receiver shall not be liable in respect of any loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise any of their respective powers under this Debenture.

18.2 Not mortgagee in possession

Without prejudice to any other provision of this Debenture, entry into possession of any Charged Property shall not render the Chargee or the Receiver liable:

18.2.1 to account as mortgagee in possession;

18.2.2 for any loss on realisation; or

18.2.3 for any default or omission for which a mortgagee in possession might be liable,

and if and whenever the Chargee or the Receiver enters into possession of any Charged Property it shall be entitled at any time it or he thinks fit to go out of such possession.

18.3 Indemnity

The Chargors shall indemnify and keep indemnified the Chargee, the Administrators, every Receiver, and any person who acts as the servant, agent, delegate or attorney of any of them, against all claims, costs, expenses and liabilities which they may suffer or incur arising in any way out of the taking or holding of this Debenture, the exercise or purported exercise of any right, power, authority or discretion given by it, or any other act or omission in relation to this Debenture or the Charged Property

18.4 Currency protection

If any amount due to be paid to the Chargee is, for any reason, paid in a currency (the "currency of payment") other than the currency in which it was expressed to be payable (the "contractual currency"), the Chargee may wherever it thinks fit apply the amount of the currency of payment received by it in the purchase, in accordance with its normal practice, of the contractual currency, and if this results in any shortfall below the amount due in the contractual currency, after deducting all taxes, costs and commissions payable in connection with that purchase, the Chargors shall indemnify the Chargee against the amount of the shortfall.

18.5 Continuing protection

The provisions of this Clause 18 shall continue in full force and effect notwithstanding any release or discharge of this Debenture, or the discharge of any Receiver from office.

19. PROVISIONS RELATING TO THE CHARGE

19.1 Powers and discretions

The rights, powers and discretions given to the Chargee in this Debenture:-

- 19.1.1 may be exercised as often as, and in such manner as, the Chargee thinks fit;
- 19.1.2 are cumulative, and are not exclusive of any of its rights under the general law; and
- 19.1.3 may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right, is not a waiver of it.

19.2 Certificates

A certificate by an authorised officer of the Chargee as to any sums payable to the Chargee under this Debenture shall (save in the case of manifest error) be conclusive and binding upon the Chargors for all purposes.

19.3 Assignment

The Chargee may assign this Debenture to any successor in title to any of the Secured Liabilities and the Chargee may disclose any information in its possession relating to the Chargors, its affairs or the Secured Liabilities to any actual or prospective assignee.

19.4 Delegation

The Chargee may at any time and from time to time delegate by power of attorney or in any other manner to any person or persons all or any of the rights, powers and discretions which are for the time being exercisable by it under this Debenture.

20. PRESERVATION OF SECURITY

20.1 Continuing Security

This Debenture shall be a continuing security to the Chargee and shall remain in force until expressly discharged in writing by the Chargee notwithstanding any intermediate settlement of account or other matter or thing whatsoever and shall be without prejudice and in addition to any other right, remedy or Security of any kind which the Chargee may have now or at any time in the future for or in respect of any of the Secured Liabilities.

20.2 No Merger

This Debenture is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Chargee may at any time hold for any other Secured Liabilities.

20.3 Waiver of Defences

Neither the Security created by this Debenture nor the obligations of the Chargors under this Debenture will be affected by an act, omission, matter or thing which, but

for this Clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it or the Chargee) including:-

- 20.3.1 any time, waiver or consent granted to, or composition with, the Chargors or other person;
- 20.3.2 the release of the Chargors or any other person under the terms of any composition or arrangement with any person;
- 20.3.3 the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of the Chargors or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- 20.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargors or any other person;
- 20.3.5 any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of the Sale and Purchase Agreement or any other document or Security;
- 20.3.6 any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under the Sale and Purchase Agreement or any other document; or
- 20.3.7 an Insolvency, liquidation, administration or similar procedure.

20.4 Order of Recourse

This Debenture may be enforced against the Chargors without the Chargee first having recourse to any other right, remedy, guarantee or Security held by or available to any of them.

20.5 Reinstatement

If any payment by the Chargors or discharge given by the Chargee (whether in respect of the obligations of the Chargors or any Security for those obligations or otherwise) is avoided or reduced as a result of insolvency, liquidation, administration or any similar event:-

- 20.5.1 the liability of the Chargors and the Security created by this Debenture shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- 20.5.2 the Chargee shall be entitled to recover the value or amount of that Security or payment from the Chargors, as if the payment, discharge, avoidance or reduction had not occurred.

21. RELEASE

- 21.1 Upon the irrevocable and unconditional payment and discharge in full of the all sums due from the Chargors to the Chargee under the Sale and Purchase Agreement and the Guarantee and Indemnity, the Chargee shall, or shall procure that its appointees will, at the request and cost of the Chargors:-

- 21.1.1 release the Charged Property from this Debenture; and

21.1.2 re-assign the Charged Property that has been assigned to the Chargee under this Debenture.

21.2 Section 93 of the LPA dealing with the consolidation of mortgages shall not apply to this Debenture.

22. EXCLUSIONS OF ADMINISTRATORS' PERSONAL LIABILITY ETC

22.1 The Administrators enter into this Debenture as agents of the Chargee and without personal liability (whether arising under the Insolvency Act 1986 or otherwise) and join in this Debenture in their personal capacities solely for the purpose of receiving the benefit of the exclusions of liability and acknowledgements in their favour contained in this Debenture.

23. MISCELLANEOUS PROVISIONS

23.1 Severability

If any provision of this Debenture is illegal, invalid or unenforceable in any jurisdiction, that shall not affect:-

23.1.1 the validity or enforceability of any other provision, in any jurisdiction; or

23.1.2 the validity or enforceability of that particular provision, in any other jurisdiction.

23.2 Costs, charges and expenses

All costs, charges and expenses incurred or paid by the Chargee or by the Receiver in the exercise of any power or right given by this Debenture or in relation to any consent requested by the Chargors, or in perfecting or otherwise in connection with this Debenture, or the Charged Property, all sums recoverable under Clause 18 (*Protection of the Chargee and any Receiver*) and all costs of the Chargee (on an indemnity basis) of all proceedings for the enforcement of this Debenture or for obtaining payment of moneys by this Debenture secured, shall be recoverable from the Chargors as debts, may be debited by the Chargee at any time to any account of the Chargors and shall bear interest until payment at the rate or rates applicable to the account to which they are debited, or, if there is no such rate, at the rate of interest as defined in the Sale and Purchase Agreement and/or the Guarantee and Indemnity (as appropriate).

23.3 Contracts (Rights of Third Parties) Act 1999

The Chargee, any Receiver and their respective officers, employees and agents may enforce any term of this Debenture which purports to confer a benefit on that person, but no other person who is not a party to this Debenture has any right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or to enjoy the benefit of any term of this Debenture.

23.4 Counterparts

This Debenture 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 Debenture.

24. NOTICES

24.1 Communications in Writing

Each communication to be made under or in connection with this Debenture shall be made in writing and, unless otherwise stated, shall be made by fax or letter.

24.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) for any communication or document to be made or delivered under or in connection with this Debenture is:

24.2.1 in the case of each Chargors, that identified with its name below;

24.2.2 in the case of the Chargee, that identified with its name below,

or any substitute address, fax number, or department or officer as the Chargors may notify to the Chargee (or the Chargee may notify to the Chargor, if a change is made by the Chargee) by not less than five Business Days' notice.

24.3 Delivery

24.3.1 Any communication or document made or delivered by one person to another under or in connection with this Debenture will only be effective:

- (a) if by way of fax, when received in legible form; or
- (b) if by way of letter, when it has been left at the relevant address or two Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 24.2 (*Addresses*) of this Debentures if addressed to that department or officer.

24.3.2 Any communication or document to be made or delivered to the Chargee will be effective only when actually received by the Chargee and then only if it is expressly marked for the attention of the department or officer identified with the Chargee's signature below (or any substitute department or officer as the Chargee shall specify for this purpose).

25. GOVERNING LAW

This Debenture and any non-contractual obligations arising out of or in connection with it are governed by English law.

EXECUTED AND DELIVERED AS A DEED by the Chargors and executed by the Chargee and the Administrators on the date set out at the beginning of this Debenture.

The Chargors

EXECUTED AS A DEED (but not delivered)
until the date hereof) by **FUTURAMA**)
SIGNS HOLDINGS LIMITED acting by)
STEVEN MILLER
director in the presence of:-

Steven Miller

Signature of witness:

Helen Burnell

Name of witness:

HELEN BURNELL - TRAINEE SOLICITOR

Address:

**Boyes Turner LLP
Abbots House, Abbey Street
Reading, Berkshire
RG1 3BD**

EXECUTED AS A DEED (but not delivered)
until the date hereof) by **THE**)
GLENDOWER GROUP LIMITED acting by)
LEROY WHALE
director in the presence of:-

Leroy Whale

Signature of witness:

Thomas Holt

Name of witness: **THOMAS HOLT**

Address: **Flat 2, 93 New North Rd, HD1 5ND**

EXECUTED AS A DEED (but not delivered)
until the date hereof) by **FUTURAMA**)
LIMITED acting by)
KEITH TROKE EDWARDS
director in the presence of:-

Keith Troke Edwards

Signature of witness:

Thomas Holt

Name of witness: **THOMAS HOLT**

Address: **FLAT 2, 93 NEW NORTH ROAD, HUDDERSFIELD, HD1 5ND**

EXECUTED AS A DEED (but not delivered
until the date hereof) by **FUTURAMA**)
SIGNS LIMITED acting by)
MARC EDWARDS)
director in the presence of:-



Signature of witness: 

Name of witness: **THOMAS HOLT**

Address: **FLAG 2, 93 NEW NORTH ROAD, HUDDERSFIELD, HD1 5ND**

The Chargee

EXECUTED AS A DEED (but not delivered)
until the date hereof) by Zelf Hussain, Joint)
Administrator, acting as agent and without)
personal liability for and on behalf of)
OLDCO 12345 LTD (IN
ADMINISTRATION) in the presence of:

Signature of witness:

Name of witness:

Address:

The Administrators

EXECUTED (but not delivered until the
date hereof) **AS A DEED** by **Zelf Hussain**)
on behalf of **Stuart Maddison** and on his)
own behalf and on behalf of the)
Administrators in the presence of:-)

Signature of witness:

Name of witness:

Address:

EXECUTED AS A DEED (but not delivered
until the date hereof) by **FUTURAMA**)
SIGNS LIMITED acting by)
MARC EDWARDS)
director in the presence of:-


Signature of witness:

Name of witness:

Address:

The Chargee

EXECUTED AS A DEED (but not delivered)
until the date hereof) by Zelf Hussain, Joint)
Administrator, acting as agent and without)
personal liability for and on behalf of)
OLDCO 12345 LTD (IN
ADMINISTRATION) in the presence of:



Signature of witness:

M England

Name of witness:

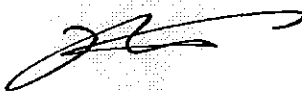
MAXINE ENGLAND

Address:

7 Mare London Riverside
London
SE1 2RT

The Administrators

EXECUTED (but not delivered until the
date hereof) **AS A DEED** by Zelf Hussain)
on behalf of **Stuart Maddison** and on his)
own behalf and on behalf of the)
Administrators in the presence of:-



Signature of witness:

M England

Name of witness:

MAXINE ENGLAND

Address:

7 Mare London Riverside
London
SE1 2RT