



Registration of a Charge

Company name: **GLASSWELL & LAST LIMITED**

Company number: **01279266**



X9ZCM6NM

Received for Electronic Filing: **01/03/2021**

Details of Charge

Date of creation: **29/01/2021**

Charge code: **0127 9266 0004**

Persons entitled: **JENNIFER ANNE MOODY
IAN JONATHAN BIRD
PHILIP JOHN HUDSON**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Chargor acting as a bare trustee for the property.

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: **M WHITTAKER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1279266

Charge code: 0127 9266 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th January 2021 and created by GLASSWELL & LAST LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st March 2021 .

Given at Companies House, Cardiff on 2nd March 2021

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 29 January 2021

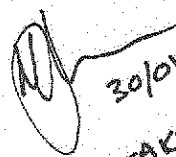
(1) HUDSON KILBOURN HARRIS HALL ASSOCIATES LIMITED

(2) GLASSWELL AND LAST LIMITED

(3) JENNIFER ANNE MOODY AND OTHERS

DEBENTURE

CERTIFIED TO BE A TRUE
AND FAIR COPY OF THE ORIGINAL

 30/01/21
M. WHITTAKER
SOLICITOR
GREENE + GREENE
80 GUILDHALL STREET
BURY ST. EDMUNDS
IP33 1QB

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THIS DEBENTURE is made as a deed on 29 January

2021 by:

- (1) **HUDSON KILBOURN HARRIS HALL ASSOCIATES LIMITED**, a company incorporated in England and Wales (Company Registration No. 13065892) whose registered office is at 28 Eastern Way, Bury-St-Edmunds, Suffolk, IP32 7AB; and
 - (2) **GLASSWELL & LAST LIMITED**, a company incorporated in England and Wales (Company Registration No. 01279266) whose registered office is at 28 Eastern Way, Bury-St-Edmunds, Suffolk, IP32 7AB
- (together the "Chargors")

in favour of:

- (2) those persons whose names and addresses are set out in Schedule 1 (together the "Debenture Holders").

THIS DEED WITNESSES as follows:

1. **INTERPRETATION**

1.1 In this Deed unless the context otherwise requires:

"book debts"

means all debts due to the Chargors (including without limitation rents, dividends and royalties or other sums payable in respect of intellectual property rights) whether or not the sum is such as would in the ordinary course of business be entered in the books relating to such business and shall extend to and be deemed to include:-

- (a) the benefit of all rights securities and guarantees of any nature whatsoever enjoyed or held by the Chargors in relation thereto and all moneys becoming payable to the Chargors in respect of debts due to or claims (including insurance claims) by the Chargors and any contributions due to the Chargors's assets pursuant to any court declaration under sections 212-215 of the Insolvency Act notwithstanding that the amount thereof shall not have been quantified at the time when the moneys hereby secured shall have become payable; and
- (b) all moneys becoming payable to the Chargors in respect of book debts under or by virtue of any policy of insurance taken out by the Chargors against the non-payment of book debts

"Business Day"

means a day on which the London Interbank Sterling Market is open for dealings between commercial banks generally

"charged property"

means all the property assets and rights charged under this Deed

"costs"

means (without prejudice to the generality of that expression) all costs incurred by the Debenture Holders in any court proceedings relating to the charged property or part thereof where such proceedings are brought pursuant to the Insolvency Act and all costs incurred by the Debenture Holders in connection with the discharge and release of this Deed and the security constituted hereunder

"Event of Default"

means an event specified in Condition 4.1 of the Loan Note Instrument

"Existing Security"

means the term loan facility entered into on or about the date of this Instrument by the Chargors (as Borrowers) with Lendnet LLP (as Lender), and any security granted by the Borrowers in favour of the Lender

pursuant to such facility

"fixed charged property"	means together all the property assets and rights charged under Clauses 4.1 to 4.5 inclusive of this Deed
"floating charged property"	means all the property assets and rights charged under Clause 4.6 of this Deed
"Insolvency Act"	means the Insolvency Act 1986
"intellectual property rights"	means all rights in patents patent applications inventions trade marks trade mark applications service marks trade names registered designs copyrights know how confidential information trade secrets and any other intellectual property rights
"legally charged property"	means any freehold or leasehold property of the Chargors which from time to time is and continues to be charged by way of legal mortgage in favour of the Debenture Holders
"Loan Note Instrument"	means the Loan Note Instrument of even date constituting £1,050,235 in principal amount of secured fixed rate loan stock 2025 of Hudson Kilbourn Harris Hall Associates Limited
"Receiver"	means any receiver or administrative receiver or receiver and manager appointed by the Debenture Holders or any other person or court under or by virtue of this Deed whether alone or jointly with any other person and includes any substitute for any of them appointed from time to time
"Secured Liabilities"	means all moneys and liabilities (whether present or future actual or contingent) now or at any time or times hereafter due or owing or incurred by the Chargors (whether as principal or surety) to the Debenture Holders pursuant to this Deed and the Loan Note Instrument

1.2 Any reference in this Deed to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.

1.3 Section 61 of The Law Of Property Act 1925 and section 17 of the Interpretation Act 1978 shall apply to this Deed.

1.4 Words and expressions defined in the Loan Note Instrument and not expressly defined herein shall, where the context so admits, bear the same respective meanings in this Deed.

2. **PAYMENT COVENANT**

The Chargors hereby covenant with the Debenture Holders that they will on such date or dates as provided by Clause 3 pay and discharge to each of the Debenture Holders the Secured Liabilities.

3. **PAYMENT DATE**

The Secured Liabilities shall be repaid or discharged by the Chargors in accordance with their respective terms unless the Chargors and the Debenture Holders otherwise agree in writing or unless this Deed otherwise provides.

4. **CHARGING CLAUSE**

The Chargors with full title guarantee hereby charge to the Debenture Holders with the payment and discharge of the Secured Liabilities:

- 4.1 by way of fixed charge all estates and interests in any freehold and leasehold property of the Chargors both present and future (excluding the legally charged property) together with all buildings and fixtures (including trade and other fixtures) and fixed plant and machinery of the Chargors from time to time thereon and therein and the proceeds of sale thereof;
- 4.2 by way of fixed charge all stocks shares bonds loan capital and other securities both present and future belonging to the Chargors (including stocks or shares acquired pursuant to scrip dividends) and all rights relating thereto other than the right to be paid any dividend;
- 4.3 by way of fixed charge all book debts and other debts both present and future due or owing to the Chargors;
- 4.4 by way of fixed charge all the goodwill and uncalled capital of the Chargors both present and future;
- 4.5 by way of fixed charge all intellectual property rights and all licences and ancillary rights and benefits (other than royalties and other sums payable in respect thereof) both present and future of the Chargors; and
- 4.6 by way of floating charge the undertaking and all other property, assets and rights of the Chargors both present and future not otherwise effectively charged by way of fixed charge pursuant to the foregoing paragraphs of this Clause 4.

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

5. NATURE OF CHARGES

The charges hereby created:

- 5.1 shall be a continuing security; and
- 5.2 shall in all cases be subject to, and shall rank in terms of priority behind, the Existing Security.

6. RESTRICTIONS ON THE CHARGORS

Other than pursuant to or in accordance with the terms of the Existing Security or in connection with its enforcement or exercise, the Company shall not without the previous written consent of the Debenture Holders:

- 6.1 sell, give or share possession of, grant or agree to grant any lease or tenancy of, or accept or agree to accept a surrender or any variation or addition to the terms of any lease or tenancy of, or otherwise dispose of the fixed charged property or any part thereof;
- 6.2 sell, assign or otherwise dispose of the whole or any substantial part of the floating charged property except in the ordinary course of business;
- 6.3 create or attempt to create any fixed mortgage charge or other security upon any part of the fixed charged property;
- 6.4 create or attempt to create any floating charge or other security upon any part of the floating charged property; and
- 6.5 allow any lien to arise on or affect any part of the charged property except in the case of a lien arising by operation of law in the ordinary course of business.

7. FURTHER CHARGES

The Chargors shall forthwith if and when called upon by the Debenture Holders so to do execute in favour of the Debenture Holders or as the Debenture Holders shall direct such further legal and other mortgages and charges and assignments as the Debenture Holders shall require of and on all the Chargors's estate and

interest in the fixed charged property (including any vendor's lien) to secure all principal and other moneys intended to be hereby secured such mortgages or charges or assignments to be prepared by or on behalf of the Debenture Holders at the cost of the Chargors and to be in such form as the Debenture Holders may reasonably require.

8. COVENANTS OF THE CHARGORS

The Chargors shall:

- 8.1 keep all buildings forming part of the fixed charged property in good and substantial repair and condition and keep all plant machinery fixtures implements and other effects thereon or elsewhere in a good state of repair and in good working order and permit the Debenture Holders or any person nominated by it at all reasonable times to enter upon the fixed charged property charged under Clause 4.1 and view the state of the same;
- 8.2 perform and observe all covenants and stipulations restrictive or otherwise affecting the fixed charged property and to punctually pay all licence fees duties registration charges and all outgoings of whatsoever nature in respect of the fixed charged property;
- 8.3 not pull down or remove any building or erection erected or to be erected on the fixed charged property or any part thereof or the fixed plant and machinery and other fixtures or fittings upon the same respectively or any of them without the previous written consent of the Debenture Holders except in the ordinary course of repair and maintenance or improvement or otherwise in the course of and for the bona fide purpose of carrying on the business of the Chargors;
- 8.4 insure and keep insured such parts of the charged property as are of an insurable nature. Such insurance shall be effected in such office and generally in such manner as the Debenture Holders shall approve and the Chargors shall cause notice of the interest of the Debenture Holders to be noted on the policies which (subject to the rights of any prior mortgagee) shall unless otherwise agreed by the Debenture Holders be delivered to and retained by the Debenture Holders and shall duly pay the premiums and other sums of money payable in respect of any such insurance and immediately after every such payment produce to the Debenture Holders the receipt for the same. All moneys which may at any time hereafter be received or receivable by the Chargors under any insurance in respect of the charged property whether or not effected pursuant to the foregoing provision shall be applied at the Debenture Holders' option either in replacing restoring or reinstating the property destroyed or damaged or towards the discharge of the liabilities secured hereunder and any such money received by the Chargors shall be held by the Chargors on trust for the Debenture Holders accordingly;
- 8.5 notify the Debenture Holders in writing upon the acquisition or purchase by the Chargors of any freehold or leasehold property; and
- 8.6 notify the Debenture Holders in writing forthwith upon the Chargors becoming aware that the fixed charged property charged under Clause 4.1 or any part thereof is by reason of substances in on or under the same in such a condition that significant harm is being caused or there is a significant possibility of such harm being caused to living organisms or to property or that pollution of controlled waters is being or is likely to be caused.

9. BREACH OF COVENANTS

If the Chargors default in repairing or keeping in repair or insuring the charged property or any part thereof or in observing or performing any of the covenants or stipulations affecting the same whether imposed under this Deed or otherwise the Chargors shall permit the Debenture Holders to enter on the fixed charged property charged under Clause 4.1 and effect such repairs or comply with or object to any notice served on the Chargors in respect of the charged property or effect such insurance or generally do all such acts and pay all such costs charges and expenses as the Debenture Holders may consider necessary to prevent or remedy any breach of covenant or stipulation or to comply with or object to any such notice.

10. CRYSTALLISATION OF SECURITY SUBJECT TO DEMAND

10.1 In respect of the Secured Liabilities the Debenture Holders shall be entitled by notice to the Chargors to demand the immediate payment and discharge thereof (or any part thereof) and any other sums forthwith (or otherwise as the Debenture Holders may require) at any time after an Event of Default occurs which remains unremedied or unwaived in accordance with the terms of the Loan Note Instrument.

10.2 Upon any demand being made for payment of any moneys hereby secured such moneys shall become payable immediately and all rights of the Chargors to deal for any purpose whatever with the charged property specified in the notice or any part thereof shall forthwith cease and any floating charge shall forthwith crystallise and become a fixed charge.

11. CRYSTALLISATION OF SECURITY WITHOUT DEMAND

The moneys hereby secured shall become immediately payable and all rights of the Chargors to deal for any purpose whatever with the charged property or any part thereof shall forthwith cease and the floating charges shall forthwith crystallise and become fixed charges on the happening of any of the following events:

11.1 if an order is made for the winding up of the Chargors by the court or if an effective resolution is passed for the members' or creditors' voluntary winding up of the Chargors;

11.2 if any corporate action, legal proceedings or other procedure or step is taken in relation to the appointment of an administrator of the Chargors; and

11.3 if a Receiver is appointed of the whole or substantially the whole of the property and assets of the Chargors.

PROVIDED that the floating charge contained in this Deed may not be converted into a fixed charge solely by reason of the obtaining of a moratorium, or anything done with a view to obtaining a moratorium, by an eligible Chargors (as determined by Schedule A1 of the Insolvency Act) under the Insolvency Act.

12. RECEIVER

12.1 Appointment

At any time after the moneys hereby secured have become payable (otherwise than by reason solely of the obtaining of a moratorium, or anything being done with a view to obtaining a moratorium, by an eligible company (as defined in Schedule A1 of the Insolvency Act) under the Insolvency Act) or at the request of the Chargors the Debenture Holders may without further notice appoint in writing any person or persons to be a Receiver of all or any part of the charged property (with power to authorise any joint Receiver to exercise any power independently of any other joint Receiver) in like manner in every respect as if the Debenture Holders had become entitled under the Law of Property Act 1925 to exercise the power of sale thereby conferred or appoint an administrator of the Chargors. Every Receiver so appointed shall have and be entitled to exercise all powers conferred by the said Act as if such Receiver had been duly appointed thereunder and in particular by way of addition to but without hereby limiting any general powers hereinbefore referred to every such Receiver so appointed shall have the powers hereinafter referred to.

12.2 Removal

The Debenture Holders may from time to time by writing remove any Receiver appointed by it (but in the case of an administrative receiver such removal shall only be with the sanction of the court) and may whenever they may deem it expedient appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated and may from time to time fix the remuneration of any Receiver appointed by them.

12.3 Powers

Any Receiver appointed hereunder may without further notice exercise all or any of the following powers:

- 12.3.1 take immediate possession of get in and collect the charged property or any part thereof and for that purpose enter upon any premises at which the charged property or any part thereof is located and sever dismantle or remove the same therefrom without being liable for any loss or damage thereby occasioned other than through negligence;
- 12.3.2 carry on the business of the Chargors and for that purpose make or procure advances and secure the same by mortgage or charge in priority or subsequent to the moneys and interest secured by this Deed or otherwise as may be thought expedient and carrying interest at such rate as the Debenture Holders may consider necessary;
- 12.3.3 make and effect all repairs and insurances and do all other acts which the Chargors might do in the ordinary conduct of its business as well for the protection as for the improvement of the charged property;
- 12.3.4 sell convert into money and realise all or any part of the charged property or any part thereof by public auction or private contract and generally in such manner and on such terms and conditions as he shall think proper;
- 12.3.5 let all or any part of the fixed charged property for such term and at such rent as he may think proper and accept a surrender of any lease or tenancy thereof;
- 12.3.6 accept a surrender of any lease or tenancy;
- 12.3.7 compromise any claim by or against the Chargors;
- 12.3.8 call up all or any portion of any uncalled capital of the Chargors;
- 12.3.9 give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising the charged property;
- 12.3.10 use the name of the Chargors for all or any of the purposes aforesaid and in any legal proceedings with full power to convey any property sold in the name of the Chargors for all of which purposes the Chargors hereby irrevocably appoints every such Receiver to be its attorney; and
- 12.3.11 appoint managers officers agents accountants clerks servants workmen and others for the aforesaid purposes upon such terms as to remuneration or otherwise as he may think proper.

In addition to the above powers a Receiver may exercise all the powers conferred upon him by any statute or otherwise.

13. SALE

Section 103 of the Law of Property Act 1925 shall not apply to this Deed nor to any sale by the Debenture Holders or a Receiver thereunder and the statutory power of sale shall as between the Debenture Holders or such Receiver and a purchaser from the Debenture Holders or such Receiver be exercisable at any time after the execution of this security provided that the Debenture Holders shall not exercise the said power of sale until payment of the moneys hereby secured shall have become due or a Receiver has been appointed hereunder but this proviso shall not affect a purchaser or put him upon enquiry whether such moneys have become due or such appointment has been made.

14. FURTHER ASSURANCE

The Chargors shall from time to time execute and do all such assurances and things as the Debenture Holders may reasonably require for perfecting the security hereby constituted and after the moneys hereby secured shall have become payable for facilitating the realisation of the charged property or any part thereof and for exercising all powers authorities and discretions hereby or by law conferred on the Debenture Holders or any Receiver appointed by it.

15. ATTORNEY

The Chargors hereby irrevocably appoints the Debenture Holders to be the attorney of the Chargors in the name and on behalf of the Chargors to execute and do any assurances and things which the Debenture Holders may require pursuant to clause 14.

16. APPLICATION OF RECEIPTS

16.1 Any moneys received under the powers hereby conferred shall subject to the repayment of any claims having priority to this Deed be applied for the following purposes and in the following order of priority:

16.1.1 in satisfaction of all costs charges and expenses properly incurred and payments properly made by the Debenture Holders or any Receiver appointed hereunder and of all remuneration due hereunder with interest on such costs charges expenses and payments as hereinafter provided in such order as the Debenture Holders shall in its absolute discretion decide;

16.1.2 in satisfaction of the moneys outstanding and secured by this Deed whether principal or interest in such order as the Debenture Holders and the Debenture Holders shall in their absolute discretion decide and in the absence of agreement as the Debenture Holders shall decide; and

16.1.3 the surplus (if any) shall be paid to the person or persons entitled thereto.

16.2 For the purposes of Clause 16.1 the Debenture Holders shall be entitled to rely on the certificate of a Noteholder as to any particular amount falling within any sub-paragraph of Clause 16.1 which is due and payable to such Noteholder and shall not be obliged to verify the contents of any such certificate.

16.3 All moneys received recovered or realised by the Debenture Holders under this Deed may be credited at the discretion of the Debenture Holders to any suspense or impersonal account and may be held in such account for so long as the Debenture Holders shall think fit pending its application from time to time in or towards the discharge of any of the moneys obligations and liabilities secured by this Deed.

17. RECEIVER'S LIABILITY

Neither the Debenture Holders nor any Receiver appointed as aforesaid shall by reason of its or the Receiver's entering into possession of the charged property or any part thereof be liable to account as mortgagee in possession or be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable but every Receiver duly appointed by the Debenture Holders under the powers in that behalf hereinbefore contained shall be deemed to be the agent of the Chargors for all purposes and shall as such agent for all purposes be deemed to be in the same position as a receiver duly appointed by a mortgagee under the Law of Property Act 1925 and the Debenture Holders and every such Receiver shall be entitled to all the rights powers privileges and immunities by the said Act conferred on mortgagees and receivers when such receivers have been duly appointed under the said Act.

18. PROTECTION OF PURCHASER

No purchaser mortgagee or other person or company dealing with the Debenture Holders or any Receiver or their or his agents shall be concerned to enquire whether the moneys hereby secured have become payable or whether the power which such Receiver is purporting to exercise has become exercisable or whether any money remains due on this Deed or to see to the application of any money paid to the Debenture Holders or any of the Debenture Holders or to such Receiver.

19. COSTS AND EXPENSES

All costs charges and expenses incurred and all payments made by the Debenture Holders or any Receiver appointed hereunder in the lawful exercise of the powers hereby conferred whether or not occasioned by any act neglect or default of the Chargors shall carry interest from the date of the same being incurred or becoming payable at the rate per annum specified in the Loan Note Instrument and the amount of all such costs charges expenses and payments and all interest thereon and all remuneration payable hereunder shall be payable by the Chargors on demand and shall be secured by this Deed. All such costs charges expenses and payments shall be paid and charged as between each of the Debenture Holders and the Chargors on the basis of a full indemnity and not on the basis of a party and party or any other kind of taxation.

20. INDEMNITY

The Debenture Holders and every Receiver attorney manager agent or other person appointed by the Debenture Holders hereunder are hereby entitled to be indemnified out of the charged property in respect of all liabilities and expenses incurred by them or him:

- 20.1 arising in connection with the charged property or any part thereof from any actual or alleged breach of law relating to the environment whether by the Chargors, any of the Debenture Holders or a Receiver or by any other person unless caused by the negligence or wilful default of the Debenture Holders or any such Receiver; and/or
- 20.2 in the execution or purported execution of any of the powers authorities or discretions vested in them or him pursuant to this Deed and against all actions proceedings costs claims and demands in respect of any matter or thing done or omitted in any way relating to the charged property;

and the Debenture Holders and any such Receiver may retain and pay all sums in respect of the same out of any moneys received under the powers hereby conferred.

21. CONSOLIDATION

The restriction on the right of consolidating mortgage securities which is contained in section 93 of the Law of Property Act 1925 shall not apply to this security.

22. NOTICES

- 22.1 Any notice or other communication to be given to the Chargors or the Debenture Holders pursuant to, or in connection with, this Deed shall be in writing and delivered personally, or sent by first class pre-paid recorded delivery post (air mail if overseas), to the Chargors or the Debenture Holders (as the case may be) at its registered office from time to time (or to such other address as may from time to time have been notified in writing to the other party in accordance with this Clause 22) or by sending it by fax to the fax number of the Chargors or the Debenture Holders (as the case may be) as may from time to time have been notified in writing to the other party in accordance with this Clause 22 (subject to the original notice or communication being sent by post on the same day in the manner specified above).
- 22.2 Any notice or other communication shall be deemed to have been served:
- 22.2.1 if delivered personally, when left at the address referred to in Clause 22.1;
 - 22.2.2 if sent by pre-paid recorded delivery post (other than air mail), two days after posting it;
 - 22.2.3 if sent by air mail, six days after posting it; or
 - 22.2.4 if sent by fax (subject to the original notice or communication being sent by post on the same day in the manner specified in Clause 22.1) upon receipt of a confirmation of transmission slip.

22.3 If a notice is given or deemed given at a time or on a date which is not a Business Day, it shall be deemed to have been given at the start of the next Business Day.

23. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Except as expressly provided in this Deed, a person who is not a party to this Deed shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Deed provided that this does not affect any right or remedy of the third party which exists or is available apart from that Act. No party may declare itself as a trustee of the rights under this Deed for the benefit of any third party save as expressly provided in this Deed.

24. **MISCELLANEOUS**

24.1 The Debenture Holders may without discharging or in any way affecting the security created by this Deed or any remedy of the Debenture Holders grant time or other indulgence or abstain from exercising or enforcing any remedy security guarantee or other right which they may now or in the future have from or against the Chargors and may make any arrangement variation and/or release with any person or persons without prejudice either to this Deed or the liability of the Chargors for the moneys obligations and liabilities secured by this Deed.

24.2 If any provision of this Deed is held to be unenforceable or illegal, in whole or in part, such provision or part shall to that extent be deemed not to form part of this Deed, but the enforceability of the remainder of this Deed shall remain unaffected.

24.3 The rights and remedies of the Debenture Holders and the Debenture Holders provided by this Deed are in addition to and are not exclusive of any other rights or remedies available at law and may be exercised from time to time and as often as the Debenture Holders may deem expedient.

EXECUTED AS A DEED and delivered on the date which first appears in this deed.

SCHEDULE 1

DEBENTURE HOLDERS NAMES AND ADDRESSES

Names and Addresses of Debenture Holders

Jennifer Anne MOODY
Glebe Paddocks
Great Saxham
Bury St Edmunds
Suffolk
IP29 5JP

Ian Jonathan BIRD
75 Winthrop Road
Bury St Edmunds
Suffolk
IP33 3UH

Philip John HUDSON
West Lodge
Hall Drive
Acklam
Middlesbrough
TS5 7EL

EXECUTED as a Deed (but not delivered
until the date hereof) by
HUDSON KILBOURN HARRIS HALL ASSOCIATES
LIMITED

acting by a director in the presence of:

Signature of witness:

Name of witness:

Address:

Occupation:

Jethall Johnathan Hall

~~NEIL KILBOURN~~ NEIL KILBOURN

EXECUTED as a Deed (but not delivered
until the date hereof) by
GLASSWELL AND LAST LIMITED
acting by a director in the presence of:

Signature of witness:

Name of witness:


Address:

Occupation:

Jethall Johnathan Hall

~~NEIL KILBOURN~~ NEIL KILBOURN

J. M. L.



G HAZLEWOOD

Ashtons Legal
The Long Barn
Fornham Business Court

Fornham St. Martin
Bury St Edmunds
Suffolk IP31 1SL
John C. 102



Geoff Hawkins

Ashtons Legal
The Long Barn
Fornham Business Court
Fornham St. Martin
Bury St Edmunds
Suffolk. IP31 1SL

Winter

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Occupation:

EXECUTED as a Deed (but not delivered)
until the date hereof) by)
JENNIFER ANNE MOODY)
in the presence of:)

Signature of witness:

Name of witness:

Address:

Occupation:

EXECUTED as a Deed (but not delivered)
until the date hereof) by)
IAN JONATHAN BIRD)
in the presence of:)

Signature of witness:

Name of witness:

Address:

Occupation:

EXECUTED as a Deed (but not delivered)
until the date hereof) by)
PHILIP JOHN HUDSON)
in the presence of:)

Signature of witness:

Name of witness:

Address:

Occupation:



M. Whittaker

80 Guildhall St., Bay St. Edmunds

Solicitor