

102401113

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House

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

You can use the Web
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**
You may not use this form to
register a charge where
instrument Use form M1



A33

A34XC3FC
01/04/2014
COMPANIES HOUSE

#60

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 1 4 7 9 6 9 2
Company name in full B J MYERS TRANSPORT LIMITED ✓

For official use
2
→ **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 2 1 0 3 2 0 1 4

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 ANTHONY LESLIE MYERS ✓

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

MRO1

Particulars of a charge

4	Description	
Description	<p>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</p>	<p>Continuation page Please use a continuation page if you need to enter more details</p>
5	Fixed charge or fixed security	
✓	<p>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</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
6	Floating charge	
✓	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	
✓	<p>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</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	

MR01

Particulars of a charge

8

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

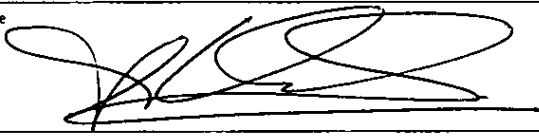
Please sign the form here

Signature

✓

Signature

X



X

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

MR01

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

Company name

Address

Post town

County/Region

Postcode

Country

DX

Telephone



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: 1479692

Charge code: 0147 9692 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st March 2014 and created by B J MYERS TRANSPORT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st April 2014.

[Handwritten signature]

Given at Companies House, Cardiff on 4th April 2014



Companies House



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

Dated 21st March 2014

(1) Anthony Leslie Myers

(2) B J Myers Transport Limited

DEBENTURE

I certify this to be
a true copy of the original



JOHN WEST

CHARTERED ACCOUNTANT

13 HIGH STREET

HEMEL HEMPSTEAD

HP1 3AA

HP1 3AA

THIS DEBENTURE is made on the 21st March 2014

BETWEEN:

- (1) Anthony Leslie Myers of 16 Kenwood Drive, Beckenham, BR3 6QX (hereinafter known as the "Lender"), and
- (2) B J Myers Transport Limited a company incorporated in England and Wales under number 1479692 whose registered office is at 13 High Street, Hemel Hempstead, Hertfordshire, HP1 3AA (hereinafter known as the "Borrower")

WHEREAS:

- A The Lender has agreed to provide the Borrower with the loan on the terms of the Facility Agreement
- B It is a condition precedent to the provision of the loan that the Borrower provide security to the Lender to secure the payment and discharge of the Secured Liabilities
- C The Borrower has agreed to create the security required by entering into this Debenture

IT IS AGREED as follows

1 Definitions and Interpretation

1.1 Words and expressions defined in the Facility Agreement will have the same meanings in this Debenture unless they are expressly defined in this Debenture

1.2 In this Debenture, unless the context otherwise requires, the following expressions have the following meanings

"Charged Assets" means all the Land, assets, goodwill and undertakings of the Borrower present or future for the time being subject to the security interests created by this Debenture (including those listed in the Schedule),

"Default Rate" has the same meaning as set out in clause 6.2 of the Facility Agreement,

“Encumbrance”	means any mortgage, charge, pledge, lien or other security interest of any kind, and any right of set off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having similar effect to the provision of security, other than liens arising by operation of law in the ordinary course of the Borrower’s business,
“Facility Agreement”	means the loan agreement of even date between the Borrower and the Lender,
“Insurance”	means each contract or policy of insurance to which the Borrower is a party or in which it has an interest (
“Intellectual Property”	means copyright, patents, know-how, trade secrets, trade marks, trade names, the right to sue in passing off, design right, get-up, database right, customer lists, chip topography rights, mask works, utility models, domain names and all similar rights and, in each case (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future, (v) to which the Borrower is or may be entitled and (vi) wherever existing and the benefit of any agreement or any licence for the use of any such right,

“Land”	means any right or interest in or over land wherever situated, including without limitation any buildings and fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by such person by virtue of the ownership, possession or occupation of land and/or all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Borrower or in which the Borrower holds an interest,
“Receiver”	means a receiver appointed pursuant to this Debenture or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and an administrative receiver,
“Secured Liabilities”	means all money, liabilities and obligations now or in the future owed or incurred by the Borrower to the Lender (including those under the Facility Agreement or this Debenture or otherwise, and including any amounts owing from time to time to Mrs Elizabeth Anne Denny or Mr James Ives Denny individually,) whether actual or contingent, sole or joint, as principal or as surety, including without limitation any liability of the Borrower to a third party which subsequently becomes payable to the Lender (or to Mrs Elizabeth Anne Denny or Mr James Ives Denny individually) by assignment or otherwise and any interest, commission, costs, charges and expenses of the Lender,
“Securities”	means all right, title and interest of the Borrower, now or in the future, in any (i) stocks, (ii) shares, (ii) instruments creating or (iv) acknowledging any debt or other securities issued by any person, and

“Security Period” the period starting on the date of this debenture and ending on the day on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding

1 3 The headings in this Debenture are for convenience only and shall not affect its interpretation

1 4 **Nature of security over real property**

A reference in this deed to a charge or mortgage of or over any Property includes

- a) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) that are situated on or form part of that Property at any time,
- b) the proceeds of the sale of any part of that Property and any other monies paid or payable in respect of or in connection with that Property,
- c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of that Property, and any monies paid or payable in respect of those covenants, and
- d) all rights under any licence, agreement for sale or agreement for lease in respect of that Property

1 5 **Law of Property (Miscellaneous Provisions) Act 1989**

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Facility Agreement and of any side letters between any parties in relation to the Facility Agreement are incorporated into this deed

1 6 **Perpetuity period**

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

- 1 7 The Schedule forms part of this Debenture and shall have the same force and effect as if set out in the body
- 1 8 Persons shall include companies and other legal entities
- 1 9 Unless the context otherwise admits words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa
- 1 10 Reference to any statutory provisions in this Debenture shall include any statutory provisions, which amends or replaces it
- 1 11 References to persons include individuals, unincorporated bodies, government entities, companies and corporations

2 Borrower's Obligations

- 2 1 The Borrower covenants with the Lender that it will pay and discharge to the Lender the Secured Liabilities on written demand when due
- 2 2 The making of one demand under this Debenture will not stop the Lender making any further demands
- 2 3 The Lender will not make any demand unless it is entitled to do so

3 Security

- 3 1 As continuing security for the payment and discharge of the Secured Liabilities the Borrower charges to the Lender with full title guarantee
- 3 1 1 by way of first fixed charge
- a) any right, title or interest which the Borrower has now or acquires in the future to any Land, and
 - b) the assets set out in the Schedule, and
- 3 1 2 by way of first floating charge the Borrower's bank accounts and other assets not otherwise effectively charged by clauses 3 1 1

- 3 2 This Debenture will remain as continuing security in favour of the Lender, regardless of the settlement of any account or any other matter whatever and will be without prejudice and in addition to any and all other rights, remedies or security which is or are in place now or in the future in respect of any Charged Assets in favour of the Lender for the payment of an Indebtedness
- 3 3 The Borrower will on the demand of the Lender execute and deliver to the Lender at the cost of the Borrower any document that the Lender reasonably requires further to secure the payment of the Secured Liabilities, or to create, enhance or perfect any fixed security over any of the Charged Assets or to give full effect to this debenture or to vest title to any of the Charged Assets in the Lender or the Lender's nominee or any purchaser

4 Crystallisation

- 4 1 The floating charge created by clause 3 1 2 will crystallise into a fixed charge
- 4 1 1 by notice in writing given by the Lender to the Borrower at any time after the security constituted by this Debenture becomes enforceable, specifying the Charged Assets over which the crystallisation will take effect and if no Charged Assets are specified, the notice shall take effect over all the Charged Assets of the Borrower, or
- 4 1 2 automatically and instantly without notice if the Borrower resolves, without the Lender's prior written consent, to take or takes any step to
- a) create an Encumbrance over any or all of the Charged Assets,
 - b) create a trust over any or all of the Charged Assets,
 - c) dispose of any or all of the Charged Assets, except if such disposal is in the ordinary course of the Borrower's business,
- 4 1 3 automatically and instantly without notice if any person resolves, without the Lender's prior written consent, to take or takes any step to levy any distress, execution, sequestration or other process against any or all of the Charged Assets, or
- 4 1 4 automatically and instantly without notice if an Event of Default occurs
- 4 2 Any asset acquired by the Borrower after crystallisation has occurred under clause 4 1 which would be subject to a floating charge if crystallisation had not

occurred will be charged by way of a fixed charge, unless the Lender confirms otherwise in writing

- 4.3 Any charge by the Borrower that has crystallised under clause 4.1 may, by notice in writing given at any time by the Lender to the Borrower, be reconverted into a floating charge in relation to the Charged Assets specified in the notice and if no Charged Assets are specified, the notice shall take effect over all the Charged Assets of the Borrower

5 Borrower's Representations and Warranties

- 5.1 The Borrower represents and warrants to the Lender as follows

5.1.1 The Borrower is the legal and beneficial owner of the Charged Assets free from any Encumbrance other than the Encumbrances created by this Debenture

5.1.2 The Borrower has not received or acknowledged notice of any material adverse claim by any person in respect of the Charged Assets and there are no covenants, agreements, conditions, interests rights or other matters which may materially adversely affect the Charged Assets

5.1.3 The Borrower has at all times complied in all material respects with all applicable laws and regulations and has not breached any law or regulation which would materially adversely affect the Charged Assets

5.1.4 The Charged Assets are not subject to terms entitling a third party to terminate or limit the use of any facility necessary for the enjoyment and use of the Charged Assets

5.1.5 Nothing has arisen, has been created or is subsisting, which would be an overriding interest in any Land

5.1.6 No Encumbrance expressed to be created by this Debenture is liable to be avoided or otherwise set aside on the liquidation or administration of the Borrower or otherwise

- 5.2 The Borrower repeats the representations and warranties in clause 5.1 above on each date on which the representations and warranties in the Facility Agreement are deemed to be repeated during the Security Period

6 Borrower's Undertakings and Covenants

- 6 1** The Borrower covenants not, without the prior written consent of the Lender, to
- 6 1 1** (except in the case of assets charged by way of floating charge only which the Borrower may deal with in the ordinary course of its business) part with possession of, or transfer, sell, lease, assign or otherwise dispose of all or any of the Charged Assets, or attempt or agree to do so,
 - 6 1 2** create, attempt to create, allow to subsist any mortgage, debenture, charge or pledge, increase the amount secured by the Debenture, permit any lien (except a lien arising by operation of law in the ordinary course of trading) or other encumbrance to arise on or affect all or any of the Charged Assets,
 - 6 1 3** permit any person to be registered as proprietor of any of the Charged Assets under the Land Registration Act 2002 or create or permit to arise any unregistered interest which overrides first registration affecting such property within Schedule 1 of that Act, to become entitled to any proprietary right or interest which might affect the value of any land fixtures or fixed plant and machinery charged by this Debenture,
 - 6 1 4** redeem or purchase its own shares or pay dividends of an unusual amount,
 - 6 1 5** cancel, assign or allow to lapse its interest under any credit sale, hire purchase, leasing, rental, licence or similar agreement and to produce proof of payments due under such agreements on request from the Lender,
 - 6 1 6** do or allow any act or omission which may prejudice the value to the Lender of the Charged Assets, or
 - 6 1 7** create any subsidiaries
- 6 2** The Borrower covenants that it will, unless, in any case, the Lender has given its written consent otherwise

- 6 2 1 carry on its business properly and efficiently and not materially change how it conducts its business,
- 6 2 2 supply to the Lender within the stated periods
- a) a copy of its accounts for the last financial period within 4 weeks of approval and signature by the board of directors of the Borrower,
 - b) a copy of its management accounts within 3 weeks of the end of each month of the Borrower's financial year,
 - c) such other information relating to the Borrower's business, assets and liabilities as the Lender may reasonably require,
- 6 2 3 notify the Lender in writing of any breach of this Debenture, the Facility Agreement or any other Security Document, immediately on it becoming aware of such breach,
- 6 2 4 within 7 working days give notice to
- a) any contracting party to an agreement to be assigned to the Lender of the Lender's interest in such agreement and procure that such contracting party acknowledge the Lender's interest, and
 - b) any bank or financial institution with whom the Borrower holds an account of the Lender's interest in such account and procure that such bank or financial institution acknowledge the Lender's interest
- 6 2 5 get in and realise, in the ordinary course of business, all book and other debts and other assets charged under clause 3 1, on receipt pay all monies received in respect of such assets into the account as the Lender may specify prior to which the Borrower will hold such monies on trust for the Lender and execute such assignment of any such asset as the Lender may require,

- 6 2 6 in relation to the Land part of the Charged Assets observe all covenants, not enter into any onerous or restrictive obligation, effect or allow any development within the Town and Country Planning Acts, do, allow or omit anything infringing any statute or regulation and maintain and keep them in good and substantial repair,
- 6 2 7 maintain all plant, machinery, fixtures, fittings, vehicles, computers and office and other equipment part of the Charged Assets in good working order and condition,
- 6 2 8 in relation to the Intellectual Property part of the Charged Assets observe all covenants and obligations and maintain and renew all relevant registrations, permits and licences,
- 6 2 9 institute, pursue and defend proceedings relating to the Charged Assets as required to protect their value and apply monies from such proceedings in discharge of sums due to the Lender,
- 6 2 10 at its own expense, keep insured any of the Charged Assets to their full replacement value including professional fees and other expenses with reputable insurers against risks normally insured for assets of that type in the name of the Borrower or, at the Lender's request, the joint names of the Borrower and the Lender,
- 6 2 11 punctually pay all insurance premiums, have the Lender's interest noted on the policy and produce the insurance documents including any receipt on request of the Lender and apply monies received from insurance in discharge of its obligations under this Debenture If the Borrower does not maintain insurance, the Lender may do so at the Borrower's expense,
- 6 2 12 punctually pay, and indemnify the Lender against, all monies due in respect of the Charged Assets,
- 6 2 13 comply with all statutory, regulatory and other requirements applying to the Charged Assets except where actually or potentially adverse to the Lender's interest, when the Borrower will immediately consult the

Lender and make or join the Lender in making such representations as the Lender may request,

6 2 14 deposit with the Lender or its nominee all deeds and documents of title relating to all land, buildings and other real property belonging to the Borrower and insurance policies relating thereto, all certificates and documents of title relating to the Securities and all other documents relating to the Charged Assets as the Lender may request, or

6 2 15 if requested by the Lender, ensure that each subsidiary of the Borrower guarantees to the Lender payment of all monies covenanted to be paid under this Debenture and charge its undertaking, property and assets to secure such payment in such manner as the Lender may request

7 Borrower's Liability

7 1 The Borrower's liability in respect of the Secured Liabilities shall not be discharged or prejudiced by

7 1 1 the renewal, determination, variation or increase of the loan under the Facility Agreement or the acceptance or variation of any compromise, arrangement or settlement or the omission to claim or enforcement of payment from any other person by the Lender, or

7 1 2 any security, guarantee, indemnity, remedy or other right held by or available to the Lender being or becoming wholly or partially illegal, void or unenforceable on any ground, or

7 1 3 any other act or omission which but for this provision might have discharged or otherwise prejudiced the liability of the Borrower

7 2 The Borrower may not require the Lender to

7 2 1 enforce any security or other right, or

7 2 2 claim any payment from, or

7 2 3 otherwise proceed,

against any other person before enforcing this Debenture against the Borrower

8 Enforcement

8 1 The Lender may enforce this Debenture at any time after

8 1 1 the occurrence of an Event of Default,

8 1 2 the floating charge has crystallised under clause 4,

8 1 3 there has occurred any event which in the Lender's opinion is actually or potentially adverse to the Borrower, or

8 1 4 there has occurred any other event which in the Lender's opinion actually or potentially jeopardises the security created by this Debenture

9 Receivers

9 1 At any time after the security created by this Debenture becomes enforceable the Lender may without further notice appoint in writing any one or more persons to be a receiver or a receiver and manager Where more than one Receiver is appointed they will have the power to act separately (unless the appointment specifies otherwise)

9 2 The Lender may determine the remuneration of the Receiver

9 3 The appointment of a Receiver will not preclude the Lender from appointing a subsequent Receiver over all or any of the Charged Assets whether the previously appointed receiver continues to act or not

- 9 4 The Receiver will be the agent of the Borrower and the Borrower will be solely liable for the acts, defaults, and remuneration of the Receiver unless and until the Borrower goes into liquidation after which the receiver shall act as principal In no event will the Receiver become the agent of the Lender
- 9 5 The Receiver will have and be entitled to exercise all the powers set out in Schedule 1 and Schedule 2 of the Insolvency Act 1986 and the Law of Property Act 1925 and will also have the power, either in his name or in the name of the Borrower
- 9 5 1 in connection with any sale or other disposition of the Charged Assets, to receive the consideration in a lump sum or in instalments and to receive shares and loan notes by way of consideration,
- 9 5 2 to grant options, licences or any other whatsoever in the Charged Assets,
- 9 5 3 to sever fixtures from and to repair, improve and make any alterations to, the Charged Assets,
- 9 5 4 to exercise any voting rights appertaining to the Borrower,
- 9 5 5 to do all other acts and things which the Receiver may consider desirable or necessary for realising any Charged Assets or incidental or conducive to any of the rights, powers or discretion conferred on a Receiver under or by virtue of the Debenture, and
- 9 5 6 to exercise in relation to any Charged Assets all the powers, authorities and things which he would be capable of exercising if he was absolute beneficial owner of the same
- 9 6 Neither the Lender nor the Receiver will be liable to account as mortgagee in possession or otherwise for any money not actually received by the Lender or the Receiver
- 9 7 Section 109 of the Law of Property Act 1925 will not apply to this Debenture or to any security it creates

10 Powers of Sale

- 10 1 Section 103 of the Law of Property Act 1925 shall not apply to this Debenture but the statutory power of sale will as between the Lender and a purchaser arise on and be exercisable at any time after the execution of this Debenture but the Lender will not exercise such power unless the security created by this Debenture has become enforceable or after the appointment of a Receiver under clause 9
- 10 2 The statutory powers of sale, leasing and accepting surrenders exercisable by the Lender are extended to allow the Lender to grant or surrender leases of any land vested in the Borrower or in which it has an interest on such terms and conditions as the Lender may think fit provided that the security constituted by this Debenture has become enforceable
- 10 3 The statutory power of sale exercisable by the Lender is extended to allow the Lender to sever any fixtures from the land and sell them separately
- 10 4 No person dealing with the Lender or a Receiver, its agents or delegates will be concerned with whether this Debenture has become enforceable, whether any power exercised or purported to be exercised has become exercisable, whether any of the Secured Liabilities remain due upon this Debenture, as to the necessity or expediency of any stipulations and conditions subject to which the sale of any Charged Asset is made, as to the propriety or regularity of the sale of any Charged Asset or to see to the application of any money paid to the Lender or the Receiver, or its agents or delegates and each dealing shall be deemed to be within the powers conferred by this Debenture and to be valid and effectual accordingly
- 10 5 Section 93 of the Law of Property Act 1925 will not apply to this Debenture or to any security it creates

11 Accounts

- 11 1 On receiving notice that the Borrower has encumbered or disposed of any of the Charged Assets the Lender may rule off the Borrower's account and open a new account in the name of the Borrower
- 11 2 If the Lender does not open a new account on receipt of a notice as from that time all payments made to the Lender will be treated as if they had been credited to a new account and will not reduce the amount owing from the Borrower at the time when the notice was received

12 Attorney

- 12 1 By way of security the Borrower irrevocably appoints the Lender, whether or not a Receiver has been appointed, and any Receiver separately as Borrower's attorney with full power to appoint substitutes and to delegate in its name and on its own behalf and as its act and deed or otherwise at any time after this security has become enforceable to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document, or perform any act that may be required of the Borrower under this Debenture, or may be deemed by such attorney necessary or desirable for any purpose of this Debenture or to enhance or perfect the security intended to be constituted by the Attorney or to convey or transfer legal ownership of any Charged Assets
- 12 2 The Borrower will ratify and confirm all transactions entered into by the Lender or Receiver in the proper exercise of their powers in accordance with this Debenture and all transactions entered into by the Lender or the Receiver in signing, sealing, delivering and otherwise perfecting any assignment, mortgage, charge, security, deed, assurance, document or act as aforesaid

13 Sums Received

- 13 1 Any money received under this Debenture will, subject to the discharge of any prior-ranking claims, be paid or applied in the following order of priority
 - 13 1 1 in satisfaction of all costs, charges and expenses incurred and payments made by the Lender and/or the Receiver and of the remuneration of the Receiver,

13 1 2 in or towards satisfaction of the Secured Liabilities, and

13 1 3 as to the surplus, if any, to the person or persons entitled to it

13 2 The Lender may, in its absolute discretion on or at any time or times after demand and pending the payment to the Lender of the whole of the Secured Liabilities, place and keep to the credit of a separate or suspense account any money received, recovered or realised by the Lender by virtue of this Debenture for so long and in such manner as the Lender may determine without any intermediate obligation to apply it in or towards the discharge of any of the Secured Liabilities

14 Indemnities

14 1 The Borrower will indemnify the Lender against all and any costs, charges and expenses arising

14 1 1 out of any of the assets charged or assigned pursuant to clause 3 resulting in the Borrower or the Lender or the Receiver infringing or allegedly infringing any third party rights, and

14 1 2 in relation to any proceedings referable to the Borrower brought against the Lender and/or the Receiver or to which the Lender and/or the Receiver may be joined whether as the plaintiff or defendant that relate to any of the Charged Assets

14 2 The Borrower agrees that if it fails to pay any monies in respect of the Charged Assets or to take (or not take) any action which might diminish the value of the Charged Assets to the Lender, the Lender may pay such monies or take such action and recover the cost from the Borrower

14 3 The Borrower indemnifies the Lender and its employees and agents fully at all times against any claim, liability, loss or expense incurred by the Lender directly or indirectly as a result of any delay or failure of the Borrower in complying with clause 6 or with any law, regulation, directive or code of practice applicable to the Borrower or to its business or the Charged Assets or relating to the protection of the environment or to health and safety matters

14 4 Without prejudice to the generality of this clause the costs recoverable by the Lender and/or any Receiver under this Debenture shall include

- 14 4 1 all reasonable costs incurred by the Lender and the beneficiaries in preparing and administering this Debenture or perfecting the security created by it,
- 14 4 2 all reasonable costs, whether or not allowable on a taxation by the Court, of all proceedings for the enforcement of this Debenture or for the recovery or attempted recovery of the Secured Liabilities,
- 14 4 3 all money expended and all costs arising out of the exercise of any power, right or discretion conferred by this Debenture,
- 14 4 4 all costs and losses arising from any default by the Borrower in the payment when due of any of the Secured Liabilities or the performance of its obligations under this Debenture, and
- 14 4 5 all administrative charges of the Lender based on time spent by its employees and agents in connection with the affairs of the Borrower
- 14 5 Any overdue amounts secured by the Debenture will carry interest at the Default Rate Interest will accrue on a day to day basis to the date of repayment in full and, if unpaid, will be compounded with quarterly rates on the Lender's usual quarter days Interest shall continue to be charged and compounded on this basis after as well as before any demand or judgment
- 14 6 Money received or held by the Lender pursuant to this debenture may, from time to time after demand of all or any part of the Secured Liabilities has been made, be converted into such currency as the Lender considers necessary or desirable to discharge the Secured Liabilities in that currency at the Lender's then prevailing spot rate of exchange, as conclusively determined by the Lender, for purchasing the currency to be acquired with the existing currency

15 Release

15 1 Subject to clause 15 2 below, the Lender will, at the request and cost of the Borrower, execute all documents as the Borrower may reasonably require to release the Charged Assets from the security constituted by this Debenture

15 2 Any release, discharge or settlement between the Lender and the Borrower will be conditional upon no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise and, notwithstanding any such release, discharge or settlement

15 2 1 the Lender or its nominee will be at liberty to retain this Debenture and the security created by or pursuant to this Debenture, including all certificates and documents relating to the whole or any part of the Charged Assets, for such period as the Lender may deem necessary to provide the Lender with security against any such avoidance, reduction or order for refund, and

15 2 2 the Lender will be entitled to recover the value or amount of such security or payment from the Borrower subsequently as if such release, discharge or settlement had not occurred

16 Confidential Information

16 1 The Lender may disclose

16 1 1 on a confidential basis to any actual or potential assignee, transferee or sub-participant of its rights or obligations under this agreement in addition to any publicly available information such information about the Borrower and its subsidiaries as the Lender shall consider appropriate, and

16 1 2 any information about the Borrower and its subsidiaries any person to the extent that it is required to do so by any applicable law, regulation or court order

16 2 Subject to clause 16 1 above, none of the parties will, without the other's prior written consent, disclose

16 2 1 any information relating to the customers, suppliers, methods, products, plans, finances, trade secrets or otherwise to the business or affairs of the other party, and

16 2 2 any information developed by either party in performing its obligations under, or otherwise pursuant to this Debenture

16 3 On termination of this Debenture all confidential information relating to or supplied by a party and which is or should be in the other's possession will be returned by the other or (at the first party's option) destroyed and certified as destroyed

16 4 This clause 16 will remain in force for a period of two years from the date of termination of this Debenture

17 Variation

Variations to this Debenture will only have effect when agreed in writing

18 Severance

18 1 If any provision of this Debenture shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Debenture which shall remain in full force and effect

18 2 If any provision on of this Debenture is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable

18 3 The parties agree to attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision

19 Waiver

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Debenture shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Debenture

20 Rights of Third Parties

This Debenture is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999

21 Assignment and Subcontracting

- 21 1 The Lender may assign any of its rights under this Debenture or transfer all its rights or obligations by novation
- 21 2 The consent of the Borrower is required for an assignment or transfer by the Lender unless an Event of Default is continuing
- 21 3 Any such consent must not be unreasonably withheld or delayed and if not expressly refused within five Business Days shall be deemed given
- 21 4 The Borrower may not assign any of its rights or transfer any rights or obligations under this Debenture

22 Entire Agreement

This Debenture and the Facility Agreement represent the entire agreement between the parties and supersedes all previous agreements, term sheets and understandings relating to the Loan made available in this Debenture whether written or oral

23 Succession

This Debenture will bind and benefit each party's successors and assignees

24 Counterparts

This Debenture may be signed in any number of separate counterparts. Each, when executed and delivered by a party, will be an original, all counterparts will together constitute one instrument

25 Notices

25.1 Any notice required to be given under this Debenture shall be in writing and signed by the person giving it and may be delivered personally or sent by facsimile transmission or other electronic means or by first class post to the address set out above in respect of each of the parties or to such other address as may otherwise be notified by either party to the other as being an alternative address for service

25.2 Any notice so served shall be deemed to be received

25.2.1 if delivered personally, at the time of delivery,

25.2.2 if sent by facsimile transmission or other electronic means, on the day of transmission provided it is sent during Business Hours on a Business Day and if not on the next Business day, and

25.2.3 if sent by post, 48 hours after the date of posting

26 Governing Law and Jurisdiction

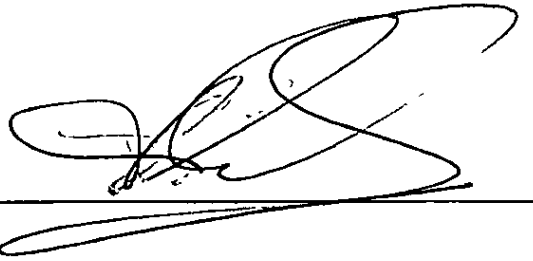
26 1 This Debenture shall be governed by and construed in accordance with English law

26 2 The parties will submit to the exclusive jurisdiction of the courts of England

IN WITNESS WHEREOF the parties have executed and delivered this Deed on the day and year first above written

Signed as a Deed by

Anthony Leslie Myers



in the presence of



Witness Name

JOHN WATERS

Witness Address

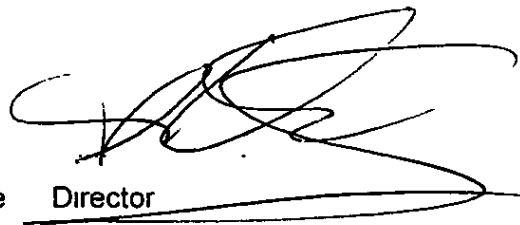
13 HIGH STREET, HEMEL HEMPSTEAD, HERTS HA 3AN

Witness Occupation

CHARTERED ACCOUNTANT

EXECUTED as a DEED by B J Myers

Transport Limited acting by Anthony Leslie
Myers, a director,



Director

In the presence of:



Witness Name

JOHN WATERS

Witness Address

13 HIGH STREET, HEMEL HEMPSTEAD, HERTS HA 3AN

Witness Occupation

CHARTERED ACCOUNTANT

Schedule

Assets charged by way of fixed charge

- 1 All fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment of the Borrower and the benefit of any agreements, licences and warranties in respect thereof
- 2 All Intellectual Property belonging to the Borrower
- 3 All present and future goodwill in the Borrower
- 4 All shares held by the Borrower in any other company whether a subsidiary or not
- 5 All or any stocks, shares (other than those described in paragraph 1 above), bonds and securities of any kind (marketable or otherwise), negotiable instruments, warrants, loan notes and any other financial instruments held by the Borrower
- 6 All dividends, allotments, options, bonuses, rights issues, offers, benefits and advantages accruing, arising or offered in respect of the shares and investments described in paragraphs 4 and 5 above
- 7 All book debts of the Borrower arising in the ordinary course of its business and all benefits, security and rights held in or to secure the payment of the book debts
- 8 All debts and moneys due or payable to the Borrower except those referred to in paragraph 7 above including all amount standing credit of the Borrower's bank accounts whether such bank account is with the Lender or a third party
- 9 All uncalled capital in the Borrower
- 10 All rights under any agreement to which the Borrower is a party which has not been assigned to the Lender