



Registration of a Charge

Company Name: **SPRINGS ROOFING LIMITED**

Company Number: **01892372**



XAIYRKP6

Received for filing in Electronic Format on the: **09/12/2021**

Details of Charge

Date of creation: **24/11/2021**

Charge code: **0189 2372 0007**

Persons entitled: **NORTHERN BEAR ROOFING LIMITED**

Brief description: **FIXED CHARGES OVER ALL LAND AND INTELLECTUAL PROPERTY OWNED BY THE COMPANY AT ANY TIME.**

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: **MINCOFFS SOLICITORS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1892372

Charge code: 0189 2372 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th November 2021 and created by SPRINGS ROOFING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th December 2021 .

Given at Companies House, Cardiff on 10th December 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

24 November

2021

- (1) SPRINGS ROOFING LIMITED
- (2) NORTHERN BEAR ROOFING LIMITED

Debenture

Mincoffs
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THIS DEBENTURE is dated the 24th day of November 2021

PARTIES

- (1) **SPRINGS ROOFING LIMITED** (a private company incorporated and registered in England and Wales with company number 01892372) whose registered office is located at Kimblesworth Industrial Estate, Kimblesworth, Chester Le Street, Co Durham, DH2 3QT (**Borrower**).
- (2) **NORTHERN BEAR ROOFING LIMITED** (a private limited company incorporated and registered in England and Wales with company number 13319336) whose registered office is located at A1 Grainger, Prestwick Park, Prestwick, Newcastle upon Tyne, NE20 9SJ (**Lender**).

BACKGROUND

- (A) Northern Bear PLC (a public company incorporated and registered in England and Wales with company number 05780581) is the ultimate parent company of the group of companies known as "the Northern Bear Group" (the **Group**).
- (B) The Lender and the Borrower are subsidiary members of the Group.
- (C) The Lender proposes to make available and continue to make available to the Borrower certain loans and other advances on a secured basis.
- (D) The parties have therefore entered into this Debenture for the purposes of evidencing the terms and conditions on and subject to which the Borrower grant Security to the Lender in support of those Secured Liabilities.

AGREED TERMS

1. Interpretation

Unless the context otherwise requires, the definitions and rules of interpretation in this clause 1 apply in this Debenture.

1.1 Definitions:

Administrator an administrator appointed to manage the affairs, business and property of the Borrower pursuant to paragraph 13 of Schedule 3.

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

Borrowed Money any indebtedness of the Borrower for or in respect of:

- (a) borrowing or raising money (with or without security), including any premium and any capitalised interest on that money;
- (b) any bond, note, loan stock, debenture, commercial paper or similar instrument;
- (c) any acceptances under any acceptance credit or bill discounting facility (or dematerialised equivalent) or any note purchase or documentary credit facilities;
- (d) monies raised by selling, assigning or discounting receivables or other financial assets on terms that recourse may be had to the Borrower in the event of non-payment of such receivables or financial assets when due;
- (e) any deferred payment for assets or services

acquired, other than trade credit that is given in the ordinary course of trading and which does not involve any deferred payment of any amount for more than 60 days;

- (f) any rental or hire charges under any finance lease (whether for land, machinery, equipment or otherwise);
- (g) any counter-indemnity obligation in respect of any guarantee, bond, indemnity, standby letter of credit or other instrument issued by a third party in connection with the Borrower's performance of a contract;
- (h) any other transaction that has the commercial effect of borrowing (including any forward sale or purchase agreement and any liabilities which are not shown as borrowed money on the Borrower's balance sheet because they are contingent, conditional or otherwise);
- (i) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and when calculating the value of any derivative transaction, only the mark to market value shall be taken into account); and
- (j) any guarantee, counter-indemnity or other assurance against financial loss that the Borrower has given for any Indebtedness of the type referred to in any other paragraph of this definition incurred by any person.

Business Day

a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Charged Property

all the assets, property and undertaking for the time being subject to the Security created by this Debenture (and references to the Charged Property shall include references to any part of it).

Costs

all costs, charges, expenses and liabilities of any kind including, costs and damages in connection with litigation, professional fees, disbursements and any value added tax charged on Costs.

Default Interest Rate

5% per annum.

Equipment

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

Event of Default

any of the following events:

- (a) the Borrower fails to pay any of the Secured Liabilities when due;
- (b) the Borrower is in breach of any of its obligations to the Lender and that breach (if capable of remedy) has not been remedied to

the satisfaction of the Lender within 14 days of notice by the Lender to the Borrower to remedy the breach;

- (c) any Borrowed Money is not paid when due or within any originally applicable grace period;
- (d) any Borrowed Money becomes due, or capable of being declared due and payable prior to its stated maturity by reason of an event of default however described;
- (e) any commitment for Borrowed Money is cancelled or suspended by a creditor of the Borrower by reason of an event of default however described;
- (f) any creditor of the Borrower becomes entitled to declare any Borrowed Money due and payable prior to its stated maturity by reason of an event of default (however described);
- (g) the Borrower stops or suspends payment of any of its debts or is unable to, or admits its inability to, pay its debts as they fall due;
- (h) the value of the Borrower's assets is less than its liabilities (taking into account contingent and prospective liabilities);
- (i) a moratorium is declared in respect of any Indebtedness of the Borrower;
- (j) any action, proceedings, procedure or step is taken for the suspension of payments, a moratorium of any Indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Borrower;
- (k) any action, proceedings, procedure or step is taken for the composition, compromise, assignment or arrangement with any creditor of the Borrower;
- (l) any action, proceedings, procedure or step is taken for the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Borrower or any of its assets;
- (m) the Borrower commences negotiations, or enters into any composition, compromise, assignment or arrangement, with one or more of its creditors with a view to rescheduling any of its Indebtedness (because of actual or anticipated financial difficulties);
- (n) any event occurs in relation to the Borrower similar to those set out in paragraphs (j) to (n) (inclusive) under the laws of any applicable jurisdiction;
- (o) a distress, attachment, execution, expropriation, sequestration or another analogous legal process is levied, enforced or

sued out on, or against, the Borrower's assets and is not discharged or stayed within 21 days;

- (p) any Security on or over the assets of the Borrower becomes enforceable;
- (q) any provision of this Debenture or any document under which the Borrower owes obligations to the Lender is or becomes, for any reason, invalid, unlawful, unenforceable, terminated, disputed or ceases to be effective or to have full force and effect;
- (r) the Borrower repudiates or shows an intention to repudiate this Debenture or any document under which the Borrower owes obligations to the Lender;
- (s) the Borrower ceases, or threatens to cease, to carry on all or a substantial part of its business; and
- (t) any event occurs (or circumstances exist) which, in the reasonable opinion of the Lender, has or is likely to materially and adversely affect the Borrower's ability to perform all or any of its obligations under, or otherwise comply with the terms of, this Debenture or any document under which the Borrower owes obligations to the Lender.

Excluded Property

any leasehold property held by the Borrower under a lease which precludes, either absolutely or conditionally (including requiring the consent of any third party), the Borrower from creating any charge over its leasehold interest in that property.

Financial Collateral

shall have the meaning given to that expression in the Financial Collateral Regulations.

Financial Collateral Regulations

the Financial Collateral Arrangements (No. 2) Regulations 2003 (*SI 2003/3226*).

Indebtedness

any obligation to pay or repay money, present or future, whether actual or contingent, sole or joint and any guarantee or indemnity of any of those obligations.

Insurance Policies

the insurance policies referred to in clause 3.1(b).

Intellectual Property

the Borrower's present and future patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world,

	together with all fees, royalties and other rights derived from, or incidental to, these rights.
Investments	all present and future stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Borrower, including all rights accruing or incidental to those investments from time to time.
Properties	all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or at any time after the date of this Debenture (and from time to time) owned by the Borrower, or in which the Borrower holds an interest (and Property means any of them).
Receiver	a receiver and/or manager of any or all of the Charged Property appointed under paragraph 6 of Schedule 3.
Secured Liabilities	all present and future obligations and liabilities of the Borrower to the Lender (including, those due pursuant to the Facility Agreement), whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity and whether or not the Lender was an original party to the relevant transaction and in whatever name or style, together with all interest (including, default interest) accruing in respect of those obligations or liabilities.
Security	any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, hypothecation, assignment as security, title retention or any other type of arrangement that has a similar effect to any of them.
Security Financial Collateral Arrangement	shall have the meaning given to that expression in the Financial Collateral Regulations.
Security Period	the period starting on the date of this Debenture and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

1.2 Rules of interpretation:

- (a) A reference to:
 - (i) a **charge** or **mortgage** of any freehold, leasehold or commonhold property includes:
 - (1) all buildings and fixtures (including trade and tenant's fixtures) which are situated on that property at any time; and
 - (2) the proceeds of the sale of any part of that property; and
 - (3) 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;
 - (ii) a **clause** or **Schedule** is to a clause of, or schedule to, this Debenture and a reference to a **paragraph** is to a paragraph of the relevant Schedule;
 - (iii) a party shall include that party's successors, permitted assigns and permitted transferees;
 - (iv) a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state

- or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) and that person's personal representatives, successors, permitted assigns and permitted transferees;
- (v) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
 - (vi) a statute, enactment, statutory provision, EU directive, other primary legislation or regulation, code or guideline having legal effect (**legislation**) shall include all subordinate legislation made under that legislation; in each case, as such legislation or subordinate legislation is amended, extended or re-enacted from time to time;
 - (vii) an **amendment** includes a novation, re-enactment, supplement or variation (and **amended** shall be construed accordingly);
 - (viii) an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
 - (ix) **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
 - (x) **business hours** is to the period commencing at 09:00 and ending at 17:30 on a Business Day;
 - (xi) **continuing** in relation to an Event of Default means an Event of Default that has not been remedied to the satisfaction of the Lender or waived by it in accordance with this Debenture;
 - (xii) **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it;
 - (xiii) one gender shall include a reference to the other genders;
 - (xiv) this **Debenture** (or any provision of it) or to any other agreement or document referred to in this Debenture, is a reference to this Debenture, that provision or such other agreement or document as amended (in each case, other than in breach of its provisions) from time to time;
 - (xv) transactions entered into **in the ordinary course of business** excludes:
 - (1) any unprecedented or exceptional transactions;
 - (2) any transaction entered into in breach of directors' duties; and
 - (3) any transaction that may be classified as being a preference or at an undervalue; and
 - (xvi) **writing** or **written** does not include fax or e-mail.
- (b) An obligation on a party not to do something includes an obligation not to allow that thing to be done.
 - (c) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
 - (d) Clause, Schedule and paragraph headings are inserted for convenience only and shall not affect the interpretation of this Debenture.
 - (e) 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 Debenture.
 - (f) If the rule against perpetuities applies to any trust created by this Debenture, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).
 - (g) If the Lender considers that an amount paid by the Borrower in respect of the Secured Liabilities is capable of being avoided, or otherwise set aside, on the liquidation or administration of the Borrower or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Debenture.

- (h) Paragraph 14 of Schedule B1 of the Insolvency Act 1986 (as inserted by section 248 of, and Schedule 16 to, the Enterprise Act 2002) applies to the floating charge created by this Debenture.
- (i) The Schedules form part of this Debenture and shall have effect as if set out in full in the body of this Debenture. Any reference to this Debenture includes the Schedules.
- (j) This Debenture shall be binding on, and enure to the benefit of, the parties to this Debenture and their respective personal representatives, successors and permitted assigns.
- (k) Words in the singular shall include the plural and in the plural shall include the singular.

2. Covenant to pay

Covenant to pay

- 2.1 The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due.

Interest

- 2.2 The Borrower covenants with the Lender to pay interest on any amounts due under clause 2.1 from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of the Borrower) at the Default Interest Rate, provided that, in the case of any cost or expense, such interest shall accrue and be payable as from the date on which the relevant cost or expense arose without the necessity for any demand being made for payment.

3. Grant of security

Charging clause

- 3.1 As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower, with full title guarantee:
 - (a) charges to the Lender, by way of fixed charge:
 - (i) all Properties acquired by the Borrower after the date of this Debenture;
 - (ii) all present and future interests of the Borrower not effectively mortgaged or charged under the preceding provisions of this clause 3 in, or over, freehold or leasehold property;
 - (iii) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties;
 - (iv) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Borrower's business or the use of any Charged Property, and all rights in connection with them;
 - (v) all present and future goodwill and uncalled capital for the time being of the Borrower;
 - (vi) all the Equipment;
 - (vii) all the Intellectual Property; and
 - (viii) all the Book Debts; and
 - (ix) all the Investments.
 - (b) assigns to the Lender, by way of first fixed mortgage, all its rights in any policies of insurance or assurance present or future (including, any insurances relating to the Properties or the Equipment); and
 - (c) charges to the Lender, by way of first floating charge, all the assets, property, rights and undertaking of the Borrower wherever located both present and future (i) other than assets effectively charged by way of standard security or by way of legal mortgage or fixed charge or assigned pursuant to clause 3.1(a) to 3.1(c) inclusive but (ii) including (whether or not so effectively charged) all of its assets and undertaking situated in Scotland or governed by Scottish law.

Leasehold security restrictions

- 3.2 The legal mortgages and fixed charges created by clause 3.1 shall not apply to Excluded Property for so long as any relevant consent or waiver of prohibition has not been obtained, but:
- (a) for each Excluded Property, the Borrower undertakes to:
 - (i) apply for the relevant consent or waiver of prohibition or conditions within five Business Days of the date of this Debenture and to use its best endeavours to obtain that consent or waiver of prohibition as soon as possible;
 - (ii) keep the Lender informed of its progress in obtaining such consent or waiver; and
 - (iii) immediately on receipt of such consent or waiver, provide the Lender with a copy; and
 - (b) immediately on receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Lender under clause 3.1. If required by the Lender at any time following receipt of that waiver or consent, the Borrower shall execute a valid fixed charge in such form as the Lender requires.

Automatic conversion of floating charge

- 3.3 The floating charge created by clause 3.1(c) shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if:
- (a) the Borrower:
 - (i) creates, or attempts to create, a Security without the prior written consent of the Lender, or any trust in favour of another person, over all or any part of the Charged Property; or
 - (ii) disposes, or attempts to dispose of, all or any part of the Charged Property (other than property that is only subject to the floating charge while it remains uncrystallised which property may be disposed of in the ordinary course of business); or
 - (b) a receiver is appointed over all or any of the Charged Property that is subject to the floating charge; or
 - (c) any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Charged Property; or
 - (d) the Lender receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Borrower.

Conversion of floating charge by notice

- 3.4 The Lender may, in its sole discretion, at any time by written notice to the Borrower, convert the floating charge created under this Debenture into a fixed charge as regards any part of the Charged Property specified by the Lender in that notice.

Assets acquired after any floating charge crystallisation

- 3.5 Any asset acquired by the Borrower after any crystallisation of the floating charge created under this Debenture which, but for such crystallisation, would be subject to a floating charge shall (unless the Lender confirms in writing to the contrary) be charged to the Lender by way of first fixed charge.

4. Liability of the Borrower

Liability not discharged

- 4.1 The Borrower's liability under this Debenture in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:
- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender being or becoming wholly or partially illegal, void or unenforceable on any ground; or

- (b) the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from any other person; or
- (c) any other act or omission which but for this clause 4.1 might have discharged or otherwise prejudiced or affected the liability of the Borrower.

Immediate recourse

- 4.2 The Borrower waives any right it may have to require the Lender to enforce any security or other right or claim any payment from or otherwise proceed against any other person before enforcing this Debenture against the Borrower.

5. Covenants

The Borrower covenants with the Lender in the terms set out in Schedule 1.

6. Powers of the Lender

The Lender shall have the powers set out in Schedule 2.

7. Enforcement

Enforcement events

- 7.1 The security constituted by this Debenture shall be immediately enforceable in any of the circumstances set out in paragraph 0 of Schedule 3. The parties to this Debenture agree that the provisions of Schedule 3 shall apply to this Debenture and shall be binding between them.

Receiver's powers

- 7.2 A Receiver shall have, in addition to the powers conferred on receivers by statute, the further powers set out in Schedule 4.

Right of appropriation

- 7.3 To the extent that the Charged Property constitutes Financial Collateral and this Debenture and the obligations of the Borrower hereunder constitute a Security Financial Collateral Arrangement, the Lender shall have the right, at any time after the security constituted this Debenture has become enforceable, to appropriate all or any of that Charged Property in or towards the payment and/or discharge of the Secured Liabilities in such order as the Lender in its absolute discretion may from time to time determine. The value of any Charged Property appropriated in accordance with this clause shall be the price of that Charged Property at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Lender may select (including independent valuation). The Borrower agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

8. Costs and indemnity

Costs

- 8.1 The Borrower shall, within five Business Days of demand pay to, or reimburse, the Lender and any Receiver, on a full indemnity basis, all Costs incurred by the Lender and/or any Receiver in relation to:
- (a) this Debenture or the Charged Property;
 - (b) protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's or Receiver's rights under this Debenture; or
 - (c) suing for, or recovering, any of the Secured Liabilities,
- (including, the Costs of any proceedings in relation to this Debenture or the Secured Liabilities), together with interest on any amount due under clause 8.1(b) and clause 8.1(c) at the Default Interest Rate.

Indemnity

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

- (a) the exercise, or purported exercise, of any of the powers, authorities or discretions vested in them under this Debenture;
- (b) any matter or thing done, or omitted to be done, in relation to the Charged Property under those powers; or
- (c) any default or delay by the Borrower in performing any of its obligations under this Debenture.

9. Release

Subject to clause 18.3, on the expiry of the Security Period (but not otherwise) the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to release the Charged Property from the security constituted by this Debenture.

10. Assignment and transfer

Assignment by Lender

- 10.1 At any time, without the consent of the Borrower, the Lender may assign or transfer any or all of its rights and obligations under this Debenture.
- 10.2 The Lender may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Borrower, the Secured Assets and this Debenture that the Lender considers appropriate.

Assignment by Borrower

- 10.3 The Borrower may not assign any of its rights, or transfer any of its rights or obligations, under this Debenture.

11. Further assurance

The Borrower, at its own cost, shall prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as the Lender may reasonably require) in favour of the Lender as the Lender, in its absolute discretion, requires from time to time over all or any part of the Charged Property and give all notices, orders and directions which the Lender may require in its absolute discretion for perfecting, protecting or facilitating the realisation of its security over the Charged Property.

12. Power of attorney

Power of attorney

- 12.1 By way of security, the Borrower irrevocably appoints the Lender and every Receiver separately, to be the attorney of the Borrower and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things which:
 - (a) the Borrower is required to execute and do under this Debenture, (including, the execution of any document required by the Lender under clause 11); and
 - (b) any attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by this Debenture or by law on the Lender or any Receiver.

Ratification of acts of attorney

- 12.2 The Borrower ratifies and confirms, and agrees to ratify and confirm, anything which any of its attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in clause 12.1.

13. Set-off

Lender's right of set-off

- 13.1 The Lender may at any time set off any liability of the Borrower to the Lender against any liability of the Lender to the Borrower, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Debenture. If the liabilities to be set off are expressed in different currencies, the Lender may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Lender of its rights under this clause 13 shall not limit or affect any other rights or remedies available to it under this Debenture or otherwise.

No obligation to set off

- 13.2 The Lender is not obliged to exercise its rights under clause 13.1. If, however, it does exercise those rights it must promptly notify the Borrower of the set-off that has been made.

14. Amendments, waivers and consents

Amendments

- 14.1 No amendment of this Debenture shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

Waivers and consents

- 14.2 A waiver of any right or remedy under this Debenture or by law, or any consent given under this Debenture, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- 14.3 A failure or delay by a party to exercise any right or remedy provided under this Debenture or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Debenture. No single or partial exercise of any right or remedy provided under this Debenture or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Debenture by the Lender shall be effective unless it is in writing.

Rights and remedies

- 14.4 The rights and remedies provided under this Debenture are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

15. Severance

If any provision (or part of a provision) of this Debenture is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Debenture.

16. Counterparts

- 16.1 This Debenture may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.
- 16.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

17. Third party rights

Except as expressly provided elsewhere in this Debenture a person who is not a party to this Debenture shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to

enforce, or enjoy the benefit of, any term of this Debenture. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

18. Further provisions

Independent security

- 18.1 This Debenture shall be in addition to, and independent of, every other security or guarantee which the Lender may hold for any of the Secured Liabilities at any time. No prior security held by the Lender over the whole or any part of the Charged Property shall merge in the security created by this Debenture.

Continuing security

- 18.2 This Debenture shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account or intermediate payment or other matter or thing, unless and until the Lender discharges this Debenture in writing.

Discharge conditional

- 18.3 Any release, discharge or settlement between the Borrower and the Lender shall be deemed conditional on 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. Despite any such release, discharge or settlement:

- (a) the Lender or its nominee may retain this Debenture and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Charged Property, for such period as the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and
- (b) the Lender may recover the value or amount of such security or payment from the Borrower subsequently as if such release, discharge or settlement had not occurred.

Certificates

- 18.4 A certificate or determination by the Lender as to any amount for the time being due to it from the Borrower shall (in the absence of any manifest error) be conclusive evidence of the amount due.

Consolidation

- 18.5 The restriction on the right of consolidation contained in section 93 of the Law of Property Act 1925 shall not apply to this Debenture.

Partial invalidity

- 18.6 The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Debenture under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.

19. Notices

Delivery

- 19.1 Any notice or other communication to be given to a party under or in connection with this Debenture shall be:
- (a) in writing, in the English language;
 - (b) delivered by hand or sent by first class post or other next Business Day delivery service providing proof of postage, in either case, to that party's address specified in the Parties recital of this Debenture (or to such other address as that party may notify from time to time); and

deemed received (provided the foregoing provisions of this clause 19.1 have been complied with), in accordance with clauses 19.2 or 19.4 (as appropriate).

Receipt by Borrower

- 19.2 Any notice or other communication that the Lender gives to the Borrower shall be deemed to have been received:
- (a) if delivered by hand, at the time it is left at the relevant address;
 - (b) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and
 - (c) if sent by fax, when received in legible form.
- 19.3 A notice or other communication given as described in clause 19.2(a) or clause 19.2(c) on a day that is not a Business Day, or after business hours, in the place it is received, shall be deemed to have been received at the commencement of business hours on the next Business Day thereafter.

Receipt by Lender

- 19.4 Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt.

Service of proceedings

- 19.5 Subject to clause 19.6, this clause 19 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 19.6 The Borrower irrevocably consents to any process in any proceedings being served on it in accordance with the provisions of clause 19. Nothing contained in this Debenture shall affect the right to serve process in any other matter permitted by law.

No notice by e-mail

- 19.7 A notice or other communication given under or in connection with this Debenture is not valid if sent by e-mail.

20. Governing law and jurisdiction

- 20.1 This Debenture and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.
- 20.2 Each party irrevocably agrees that, subject as provided below, the courts of England shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Debenture or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

IN WITNESS WHEREOF this Debenture has been executed and delivered as a **Deed** and takes effect on the date first stated above.

Schedule 1 Covenants

Part 1. General covenants

1. Negative pledge and disposal restrictions

- 1.1 The Borrower shall not, at any time, except with the prior written consent of the Lender:
- (a) create, purport to create or permit to subsist any Security on or in relation to the Charged Property other than this Debenture; or
 - (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property except disposals in the ordinary course of business of assets which are only subject to the floating charge under clause 3.1(c) at a time when the floating charge has not crystallised; or
 - (c) create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.

2. Preservation of Charged Property

- 2.1 The Borrower shall not do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this Debenture.

3. Enforcement of rights

- 3.1 The Borrower shall use its best endeavours to:
- (a) procure the prompt observance and performance of the covenants and other obligations imposed on the Borrower's counterparties; and
 - (b) enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Property which the Lender may require from time to time.

4. Compliance with laws

- 4.1 The Borrower will at all times comply with all laws in respect of or affecting the Charged Property.

5. Notice of breaches

- 5.1 The Borrower shall within two Business Days of becoming aware of any of the same give the Lender notice in writing of any breach of any covenant set out in this Schedule 1.

6. Conduct of business

- 6.1 The Borrower shall carry on its trade and business in accordance with the standards of good management from time to time current in such trade or business.

7. Borrower's waiver of set-off

- 7.1 The Borrower waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by the Borrower under this Debenture).

8. Investments covenants

8.1 *Deposit of title documents*

- (a) The Borrower shall, upon written request from the Lender deposit with the Lender, or as the Lender may direct, all stock or share certificates and other documents of title or evidence of ownership relating to any Investments owned by the Borrower at that time.
- (b) At the same time as depositing documents with the Lender, or as the Lender may direct, in accordance with the foregoing paragraph, the Borrower shall also deposit with the Lender, or as the Lender may direct:

- (i) all stock transfer forms relating to the relevant Investments duly completed and executed by or on behalf of the Borrower, but with the name of the transferee, the consideration and the date left blank; and
- (ii) any other documents (in each case duly completed and executed by or on behalf of the Borrower) that the Lender may request to enable it or any of its nominees, or any purchaser or transferee, to be registered as the owner of, or otherwise obtain a legal title to, or to perfect its security interest in any of the relevant Investments,

so that the Lender may, at any time and without notice to the Borrower, complete and present those stock transfer forms and other documents to the issuer of the Investments for registration.

8.2 *Dividends and voting rights before enforcement*

- (a) Before the security constituted by this Debenture becomes enforceable:
 - (i) the Borrower may retain and apply for its own use all dividends, interest and other monies paid or payable in respect of the Investments and, if any are paid or payable to the Lender or any of its nominees, the Lender will hold all those dividends, interest and other monies received by it for the Borrower and will pay them to the Borrower promptly on request.
 - (ii) the Borrower may exercise all voting and other rights and powers in respect of the Investments or, if any of the same are exercisable by the Lender or any of its nominees, to direct in writing the exercise of those voting and other rights and powers provided that:
 - (1) it shall not do so in any way that would breach any provision of this Debenture or for any purpose inconsistent with this Debenture; and
 - (2) the exercise of, or the failure to exercise, those voting rights or other rights and powers would not, in the Lender's opinion, have an adverse effect on the value of the Investments or otherwise prejudice the Lender's security under this Debenture.
- (b) The Borrower shall indemnify the Lender against any loss or liability incurred by the Lender (or its nominee) as a consequence of the Lender (or its nominee) acting in respect of the Investments at the direction of the Borrower.
- (c) The Lender shall not, by exercising or not exercising any voting rights or otherwise, be construed as permitting or agreeing to any variation or other change in the rights attaching to, or conferred by, any of the Investments that the Lender considers prejudicial to, or impairing the value of, the security created by this Debenture.

8.3 *Dividends and voting rights after enforcement*

After the security constituted by this Debenture has become enforceable:

- (a) all dividends and other distributions paid in respect of the Investments and received by the Borrower shall be held by the Borrower on trust for the Lender; and
- (b) all voting and other rights and powers attaching to the Investments may be exercised by, or at the direction of, the Lender and the Borrower shall, and shall procure that its nominees shall, comply with any directions the Lender may give, in its absolute discretion, concerning the exercise of those rights and powers.

8.4 *Calls on Investments*

Notwithstanding the security created by this Debenture, the Borrower shall promptly pay all calls, instalments and other payments that may be or become due and payable in respect of all or any of the Investments. The Lender shall not be under any liability in respect of any such calls, instalments or other payments.

Schedule 2 Powers of the Lender

1. Power to remedy

- 1.1 The Lender shall be entitled (but shall not be bound) to remedy a breach at any time by the Borrower of any of its obligations contained in this Debenture and the Borrower irrevocably authorises the Lender and its agents to do all such things as are necessary or desirable for that purpose.

2. Exercise of rights

- 2.1 The rights of the Lender under paragraph 1 of this Schedule 2 are without prejudice to any other rights of the Lender under this Debenture. The exercise of those rights shall not make the Lender liable to account as a mortgagee in possession.

3. Power to dispose of chattels

- 3.1 At any time after the security constituted by this Debenture has become enforceable, the Lender or any Receiver:
- (a) may dispose of any chattels or produce found on any Property as agent for the Borrower; and
 - (b) without prejudice to any obligation to account for the proceeds of any sale of such chattels or produce, shall be indemnified by the Borrower against any liability arising from such disposal.

4. Prior Security

- 4.1 At any time after the security constituted by this Debenture has become enforceable, or after any powers conferred by any Security having priority to this Debenture shall have become exercisable, the Lender may:
- (a) redeem such or any other prior Security or procure its transfer to itself; and
 - (b) settle any account of the holder of any prior Security.

Any accounts shall be, in the absence of any manifest error, conclusive and binding on the Borrower. All monies paid by the Lender to an encumbrancer in settlement of such an account shall, as from its payment by the Lender, be due from the Borrower to the Lender on current account and shall bear interest at the Default Interest Rate and be secured as part of the Secured Liabilities.

5. New accounts

- 5.1 If the Lender receives notice of any subsequent Security, or other interest, affecting all or part of the Charged Property, the Lender may open a new account for the Borrower in the Lender's books. Without prejudice to the Lender's right to combine accounts, no money paid to the credit of the Borrower in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.
- 5.2 If the Lender does not open a new account immediately on receipt of notice under paragraph 5.1 of this Schedule 2, then, unless the Lender gives express written notice to the contrary to the Borrower, all payments made by the Borrower to the Lender shall be treated as having been credited to a new account of the Borrower and not as having been applied in reduction of the Secured Liabilities as from the time of receipt of the relevant notice by the Lender.

6. Lender's set-off rights

- 6.1 If the Lender has more than one account for the Borrower in its books, the Lender may, at any time after:
- (a) the security constituted by this Debenture has become enforceable; or
 - (b) the Lender has received notice of any subsequent Security or other interest affecting all or any part of the Charged Property,

transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account which may be in debit (but the Lender shall notify the Borrower of the transfer once made).

7. **Indulgence**

The Lender may, at its discretion, grant time or other indulgence or make any other arrangement, variation or release with any person or persons not being a party to this Debenture (whether or not such person or persons is jointly liable with the Borrower) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this Debenture, or to the liability of the Borrower for the Secured Liabilities.

Schedule 3 Enforcement

1. Enforcement events

1.1 This Debenture shall be enforceable if:

- (a) any of the Secured Liabilities are not paid or discharged when the same ought to be paid or discharged by the Borrower (whether on demand, at scheduled maturity, or by acceleration or otherwise, as the case may be); or
- (b) the Borrower is in breach of any of its obligations under this Debenture or under any other agreement between the Borrower and the Lender (including, the Facility Agreement), and that breach (if capable of remedy) has not been remedied to the satisfaction of the Lender within 14 days of notice by the Lender to the Borrower to remedy the breach; or
- (c) the Borrower:
 - (i) becomes unable to pay its debts as they fall due (and/or the value of the Borrower's assets is less than the amount of its liabilities, taking into account the Borrower's contingent and prospective liabilities); or
 - (ii) commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its Indebtedness; or
 - (iii) makes a general assignment for the benefit of or a composition with its creditors; or
- (d) the Borrower passes any resolution or takes any corporate action, or a petition is presented or proceedings are commenced, or any action is taken by any person for its winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrative receiver, administrator, trustee or similar officer of it or of any or all of its revenues or assets; or
- (e) a distress, execution, attachment or other legal process is levied or enforced on, or sued out against, all or any part of the assets of the Borrower and remains undischarged for seven days; or
- (f) any event occurs in relation to the Borrower that is analogous to those set out in paragraph 1.1(c), paragraph 1.1(d) or paragraph 1.1(e) of this Schedule 3; or
- (g) any representation, warranty or statement made or deemed to be made by the Borrower under this Debenture is or proves to have been incorrect or misleading when made or deemed to be made; or
- (h) an Event of Default occurs,

and in any such event (whether or not the event is continuing), without prejudice to any other rights of the Lender, the powers of sale under the Law of Property Act 1925 shall immediately be exercisable and the Lender may, in its absolute discretion, enforce all or any part of the security created by this Debenture as it sees fit.

2. Statutory power of sale

- #### **2.1 The statutory powers of sale conferred by the Law of Property Act 1925 shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after, the execution of this Debenture but the Lender shall not exercise such power of sale until the security constituted by this Debenture has become enforceable under paragraph 0 of this Schedule 3.**

3. Extension of statutory powers

- #### **3.1 The statutory powers of sale, leasing and accepting surrenders conferred on mortgagees under the Law of Property Act 1925 and/or by any other statute shall be exercisable by the Lender under this Debenture and are extended so as to authorise the Lender, whether in its own name or in that of the Borrower, to grant a lease or agreement to lease, accept surrenders of lease or grant any option of the whole or any part of the freehold and leasehold property of the Borrower with whatever rights relating to other parts of it, containing**

whatever covenants on the part of the Borrower, generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium, as the Lender thinks fit.

4. Protection of third parties

4.1 No purchaser, mortgagee or other person dealing with the Lender or any Receiver shall be concerned:

- (a) to enquire whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged, or whether the power the Lender or a Receiver is purporting to exercise has become exercisable; or
- (b) to see to the application of any money paid to the Lender or any Receiver.

5. No liability as mortgagee in possession

5.1 Neither the Lender, nor any Receiver nor any Administrator shall be liable to account as mortgagee in possession in respect of all or any of the Charged Property, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Charged Property for which a mortgagee in possession might be liable as such.

6. Appointment of Receiver

6.1 At any time after the security constituted by this Debenture has become enforceable, or at the request of the Borrower, the Lender may, without further notice:

- (a) appoint by way of deed, or otherwise in writing, any one or more person or persons to be a receiver or a receiver and manager, of all or any part of the Charged Property; and
- (b) (subject to section 45 of the Insolvency Act 1986) from time to time, by way of deed, or otherwise in writing, remove any person appointed to be Receiver and may, in a similar manner, appoint another in his place.

6.2 Where more than one person is appointed Receiver, they shall have power to act separately (unless the appointment by the Lender specifies to the contrary).

6.3 The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the Law of Property Act 1925 and the remuneration of the Receiver shall be a debt secured by this Debenture which shall be due and payable immediately upon its being paid by the Lender.

7. Power of sale additional

7.1 The powers of sale and appointing a Receiver conferred by this Debenture shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the Law of Property Act 1925 or otherwise, and shall be exercisable without the restrictions contained in Sections 103 and 109 of the Law of Property Act 1925 or otherwise.

7.2 The power to appoint a Receiver (whether conferred by this Debenture or by statute) shall be, and remain, exercisable by the Lender despite any prior appointment in respect of all or any part of the Charged Property.

8. Agent of the Borrower

8.1 Any Receiver appointed by the Lender under this Debenture shall be the agent of the Borrower and the Borrower shall be solely responsible for his acts and remuneration, as well as for any defaults committed by him.

9. Powers of Receiver

9.1 Any Receiver appointed by the Lender under this Debenture shall, in addition to the powers conferred on him by the Law of Property Act 1925 and the Insolvency Act 1986, have the power to do all such acts and things as an absolute owner could do in the management of such of the Charged Property over which the Receiver is appointed and, in particular, the powers set out in Schedule 4.

10. Order of application of proceeds

10.1 All monies received by the Lender or a Receiver in the exercise of any enforcement power conferred by this Debenture shall be applied:

- (a) first, in paying all unpaid fees, costs and other liability incurred by or on behalf of the Lender (and any Receiver, attorney or agent appointed by it);
- (b) second, in paying the remuneration of any Receiver (as agreed between the Receiver and the Lender);
- (c) third, in or towards discharge of the Secured Liabilities in such order and manner as the Lender determines; and
- (d) finally, in paying any surplus to the Borrower or any other person entitled to it.

11. Appropriation

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

12. Suspense account

12.1 All monies received by the Lender or a Receiver under this Debenture may, at the discretion of the Lender or Receiver, be credited to any suspense or securities realised account and shall bear interest at such rate, if any, as may be agreed in writing between the Lender and the Borrower, and may be held in such account for so long as the Lender or Receiver thinks fit.

13. Appointment of an Administrator

13.1 The Lender may, without notice to the Borrower, appoint any one or more persons to be an administrator of the Borrower pursuant to Paragraph 14 Schedule B1 of the Insolvency Act 1986 if this Debenture becomes enforceable.

13.2 Any appointment under this paragraph 13 of Schedule 3 shall:

- (a) be in writing signed by a duly authorised signatory of the Lender; and
- (b) take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986, when the requirements of paragraph 18 of that Schedule B1 are satisfied.

13.3 The Lender may (subject to any necessary approval from the court) end the appointment of an Administrator by notice in writing in accordance with this paragraph 13 of Schedule 3 and appoint a replacement for any Administrator whose appointment ends for any reason under that paragraph.

Schedule 4 Further powers of a Receiver

- 1. Power to repair and develop Properties**
- 1.1 A Receiver may undertake or complete any works of repair, building or development on the Properties.
- 2. Power to surrender leases**
- 2.1 A Receiver may grant, or accept surrenders of, any leases or tenancies affecting the Properties on such terms and subject to such conditions as he thinks fit.
- 3. Power to employ personnel and advisors**
- 3.1 A Receiver may provide services and employ or engage such managers, contractors, and other personnel and professional advisors on such terms as he deems expedient.
- 4. Power to make VAT elections**
- 4.1 A Receiver may make such elections for value added tax purposes as he thinks fit.
- 5. Power to charge for remuneration**
- 5.1 A Receiver may charge and receive such sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) as the Lender may prescribe or agree with him.
- 6. Power to realise Charged Property**
- 6.1 A Receiver may collect and get in the Charged Property, or any part of it, in respect of which he is appointed and make such demands and take such proceedings as may seem expedient for that purpose, and to take possession of the Charged Property with like rights.
- 7. Power to manage or reconstruct the Borrower's business**
- 7.1 A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Borrower.
- 8. Power to dispose of Charged Property**
- 8.1 A Receiver may grant options and licences over all or any part of the Charged Property, sell or concur in selling, assign or concur in assigning, lease or concur in leasing and accept or concur in accepting surrenders of leases of all or any of the property of the Borrower in respect of which he is appointed in such manner, and generally on such terms and conditions, as he thinks fit (fixtures and plant and machinery may be severed and sold separately from the premises in which they are contained without the consent of the Borrower), and to carry any such sale, assignment, leasing or surrender into effect. Any such sale may be for such consideration as the Receiver thinks fit and he may promote, or concur in promoting, a company to purchase the property to be sold.
- 9. Power to sell Book Debts**
- 9.1 A Receiver may sell and assign all or any of the Book Debts in respect of which he is appointed in such manner, and generally on such terms and conditions, as he thinks fit.
- 10. Power to make settlements**
- 10.1 A Receiver may make any arrangement, settlement or compromise between the Borrower and any other person which he may think expedient.
- 11. Power to improve the Equipment**
- 11.1 A Receiver may make substitutions of, or improvements to, the Equipment as he may think expedient.
- 12. Power to make calls on Borrower members**
- 12.1 A Receiver may make calls, conditionally or unconditionally, on the members of the Borrower in respect of the uncalled capital with such and the same powers for that purpose, and for

the purpose of enforcing payments of any calls so made, as are conferred by the articles of association of the Borrower on its directors in respect of calls authorised to be made by them.

13. Power to appoint

- 13.1 A Receiver may appoint managers, officers, servants, workmen and agents for the purposes of this Schedule 4 at such salaries, for such periods and on such terms as he may determine.

14. Power to insure

- 14.1 A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause 8, effect with any insurer any policy of insurance, either in lieu or satisfaction of, or in addition to, such insurance.

15. Powers under Law of Property Act 1925

- 15.1 A Receiver may exercise all powers provided for in the Law of Property Act 1925 in the same way as if he had been duly appointed under that act, and exercise all powers provided for an administrative receiver in Schedule 1 of the Insolvency Act 1986.

16. Power to borrow

- 16.1 A Receiver may, for any of the purposes authorised by this Schedule 4, raise money by borrowing from the Lender (or from any other person) on the security of all or any of the Charged Property in respect of which he is appointed on such terms as he shall think fit (including, if the Lender consents, terms under which such security ranks in priority to this Debenture).

17. Power to redeem prior Security

- 17.1 A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Borrower and the monies so paid shall be deemed to be an expense properly incurred by him.

18. Incidental powers

- 18.1 A Receiver may do all such other acts and things as he may consider incidental or conducive to any of the matters or powers in this Schedule 4 or which he lawfully may or can do as agent for the Borrower.

19. Scope of powers

- 19.1 Any exercise of any of the powers given by this Schedule 4 may be on behalf of the Borrower, the directors of the Borrower (in the case of the power contained in paragraph 12 of Schedule 4) or himself.

Signed as a Deed by
Springs Roofing Limited
acting by an authorised signatory
in the presence of:

Witness Signature:

Name:

Address:

Occupation:

Authorised Signatory

THOMAS HAYES
Name (PRINT)

Signed as a Deed by
Northern Bear Roofing Limited
acting by an authorised signatory
in the presence of:

Witness Signature:

Name:

Address:

Occupation:

Authorised Signatory

THOMAS HAYES
Name (PRINT)