

MR01

Particulars of a charge



Companies House

002090/39

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

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

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

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form M

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration
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
scanned and placed on the public record



L3DJ9DPE

LD2

04/08/2014

#29

COMPANIES HOUSE

MONDAY

1 Company details

Company number 0 2 5 5 8 6 6 2

Company name in full ANDREW KAIN ENTERPRISES LIMITED

For official use

→ 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 2nd 9th 07th 2014

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name MULTILINK LIMITED

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

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

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

Description

5

Fixed charge or fixed security

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

☒ **Yes**

☐ **No**

6

Floating charge

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

☒ **Yes** Continue

☐ **No** Go to **Section 7**

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

☒ **Yes**

7

Negative Pledge

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

☒ **Yes**

☐ **No**

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: 2558662

Charge code: 0255 8662 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th July 2014 and created by ANDREW KAIN ENTERPRISES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th August 2014.

P

Given at Companies House, Cardiff on 12th August 2014



Companies House



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

I certify that, save for material redacted pursuant to s8096
of the Companies Act 2006, this is a true copy of the part of
the charging instrument signed by or on behalf of the chargor,
and attaches a true copy of the signature page to
each other part of each charging instrument:

DENTONS

I HEREBY CERTIFY THIS TO BE
A TRUE COPY OF THE ORIGINAL

MZW/ADH2/023760 00035/34617371 02

SIGNED 

Debenture

29 JULY 2014

NAME: REON PARK

Dated 29 July 2014

Andrew Kain Enterprises Limited
(the Chargor)

Multilink Limited
(the Lender)

Contents

1	Definitions and interpretation	1
2	Covenant to pay	6
3	Creation of Security	6
4	Nature of Security created	7
5	Conversion of floating charge	7
6	Positive covenants	8
7	Negative covenants	8
8	Enforcement	10
9	Appointment and powers of Receivers	11
10	Protection of purchasers	12
11	Protection of the Lender and Receivers	12
12	Preservation of Security	13
13	Tacking	15
14	Further assurance	15
15	Power of attorney	16
16	Currency	16
17	Discharge of Security	17
18	Costs and expenses	17
19	Assignment	17
20	Notices	17
21	Calculations and certificates	19
22	Partial invalidity	19
23	Remedies and waivers	19
24	Amendments and waivers	20
25	Counterparts	20

Debenture

Dated 29 July 2014

Between

- (1) **Andrew Kain Enterprises Limited** a company incorporated in England and Wales with registration number 02558662 whose registered office is at Saint Owen's Chambers, 22 St Owen Street, Hereford, Herefordshire, HR1 2PL (the **Chargor**), and
- (2) **Multilink Limited** a company incorporated and registered in Hong Kong with registration number 0025627 whose registered office is at 3F Island East, 18 Westland Road, Island East, Hong Kong (the **Lender**)

Recitals

- A The Lender has agreed to make credit facilities available to the Parent on the terms of the Loan Agreement
- B The Chargor has agreed to provide Security to the Lender to secure the payment and discharge of the Secured Liabilities

This deed witnesses

1 Definitions and interpretation

1.1 Definitions

Words and expressions used in this Debenture shall have the following meanings

Act means the Law of Property Act 1925

Authorisation means an authorisation, consent, permission, approval, resolution, licence, exemption, filing, notarisation or registration

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in London

Default Rate means the rate of interest which is 5 per cent per annum above the rate of interest otherwise payable

Equipment means all fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties

Event of Default means the occurrence or potential occurrence of any event or circumstance constituting a default, a termination event or an event of default (howsoever described) in any Loan Agreement

Finance Documents means any Loan Agreement, any deed of adherence in relation to any Loan Agreement and any other agreement or instrument pursuant to which the Lender advances any sums to the Parent and/or the Chargor, as amended, novated, supplemented, extended, restated or replaced from time to time

Financial Indebtedness means any indebtedness for or in respect of

- (a) moneys borrowed,
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent,
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument,
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease,
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis),
- (f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value as at the relevant date on which Financial Indebtedness is calculated (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account),
- (g) any counter-indemnity obligation in respect of the guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution,
- (h) the supply of any assets or services which is more than 60 days past the original due date for payment,
- (i) any amount of any liability under an advance or deferred purchase agreement if (a) one of the primary reasons behind entering into the agreement is to raise finance or (b) the agreement is in respect of the supply of assets or services and payment is due more than 60 days after the date of supply,
- (j) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing, or
- (k) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) above

Group means the Parent and its Subsidiaries for the time being and **Group Company** means any one of them

Holding Company means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

Intellectual Property Rights means

- (a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property,
- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature, and
- (c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above,

arising or subsisting in any jurisdiction and whether registered or not

Investments means

- (a) all or any stocks, shares, bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations), and
- (b) all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of them,

and includes all dividends, interest and other distributions paid or payable on or in respect of them

Land has the same meaning as it has in section 205(1) of the Act

Loan Agreement means any loan agreement entered into between the Chargor and the Lender pursuant to which the Lender has made or makes any loan, credit or finance available to the Chargor and/or the Parent

Parent means AKE International Limited a company incorporated in England with company number 06982794 whose registered office address is at St Owen's Chambers, 22 St Owen Street, Hereford, Herefordshire, HR1 2PL

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, if the Lender is permitted by law to appoint an administrative receiver, includes an administrative receiver

Regulations means the Financial Collateral Arrangements (No 2) Regulations 2003 (S I 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **Regulation** means any of them

Secured Liabilities means all present and future monies, obligations and liabilities of the Chargor to the Lender whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity now or at any other time in the future due, owing or incurred to the Lender

Security means a mortgage, standard security, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect

Security Assets means all of the assets of the Chargor which are the subject of any Security created or to be created by this Debenture

Security Period means the period starting on the date of this Debenture and ending on the date on which the Lender is satisfied that all of the Secured Liabilities are irrevocably discharged in full and the Lender has no commitment or liability, whether present or future, actual or contingent, in relation to the Secured Liabilities

Subsidiary means

- (a) a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006, and
- (b) any company which would be a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006 but for any Security subsisting over the shares in that company from time to time

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same)

Treasury Transaction means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price

1.2 Construction

- 1 2 1 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement
- 1 2 2 A reference to **this Agreement** (or any provision of it) or any other document shall be construed as a reference to this Agreement, that provision or that document as it is in force for the time being and as amended, varied or supplemented from time to time in accordance with its terms, or with the agreement of the relevant parties
- 1 2 3 A reference to a **person** shall include a reference to an individual, firm, company, corporation, unincorporated body of persons, or any state or any agency of any person
- 1 2 4 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any former statute, statutory provision or subordinate legislation which it amends or re-enacts
- 1 2 5 A reference to **writing or written** includes faxes but not e-mail
- 1 2 6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders
- 1 2 7 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular
- 1 2 8 A reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amended** shall be construed accordingly)
- 1 2 9 A reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notatisation, registration or resolution
- 1 2 10 A reference to the **Borrower** and to the **Lender** shall include their respective successors, permitted transferees and permitted assigns
- 1 2 11 A reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any government, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation
- 1 2 12 A reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the discretion of the person making it
- 1 2 13 A reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description
- 1 2 14 A reference to a **disposal** of any asset, undertaking or business, includes a sale, lease, licence, transfer, loan or other disposal by that person of that asset, undertaking or business (whether by a voluntary or involuntary single transaction or series of transactions)
- 1 2 15 A reference to a **clause** or **Schedule** is to a clause of, or Schedule to, this Debenture unless the context requires otherwise
- 1 2 16 An Event of Default is **continuing** if it has not been waived in writing
- 1 2 17 Unless a contrary intention appears, any reference in this Debenture to

- (a) this **Debenture** is a reference to this Debenture as amended, varied, novated, supplemented and replaced from time to time,
- (b) the **Chargor**, the **Lender** or a **Receiver** includes any one or more of its assigns, transferees and successors in title (in the case of the **Chargor**, so far as any such is permitted),
- (c) the **Lender** or a **Receiver** (except for the references in Clause 15 (*Power of attorney*)), includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates,
- (d) **assets** includes revenues, property and rights of every kind, present, future, actual and contingent and whether tangible or intangible (including uncalled share capital),
- (e) **liabilities** includes any obligation whether incurred as principal or as surety, whether or not in respect of indebtedness, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity,
- (f) the words **other** and **otherwise** shall not be construed ejusdem generis with any preceding words where a wider construction is possible,
- (g) any **person** includes one or more of that person's assigns, transferees, successors in title, delegates, sub-delegates and appointees (in so far as such assigns, transferees, successors in title, delegates, sub-delegates and appointees are permitted) and any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality), and
- (h) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation

1.3 Third party rights

- 1 3 1 The Lender, any Receiver and their respective officers, employees and agents may enforce any term of this Debenture which purports to confer a benefit on that person, but no other person who is not a party to this Debenture has any right under the Contracts (Rights of Third Parties) Act 1999 (the **Third Parties Act**) to enforce or to enjoy the benefit of any term of this Debenture
- 1 3 2 Notwithstanding any term of any Finance Document, the parties to this Debenture and any Receiver may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Debenture without the consent of any person who is not a party to this Debenture

1.4 Effect as a deed

This Debenture shall take effect as a deed even if it is signed under hand on behalf of the Lender

1.5 Law of Property (Miscellaneous Provisions) Act 1989

The terms of the Finance Documents and of any side letters between any parties in relation to any Finance Document are incorporated in this Debenture to the extent required to ensure that any purported disposition of an interest in Land contained in this Debenture is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

2 Covenant to pay

The Chargor covenants with the Lender that it will on demand pay and discharge the Secured Liabilities when due

3 Creation of Security

3.1 Land

The Chargor charges by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any Land

3.2 Investments

The Chargor mortgages or (if or to the extent that this Debenture does not take effect as a mortgage) charges by way of fixed charge all Investments, including those held for it by any nominee

3.3 Equipment

The Chargor charges by way of fixed charge all Equipment in so far as it is not charged by way of legal mortgage under Clause 3.1

3.4 Intellectual Property Rights

The Chargor charges by way of fixed charge all Intellectual Property Rights

3.5 Goodwill

The Chargor charges by way of fixed charge its goodwill

3.6 Uncalled capital

The Chargor charges by way of fixed charge its uncalled capital

3.7 Authorisations

The Chargor charges by way of fixed charge the benefit of all Authorisations held in relation to any Security Asset

3.8 Insurances

The Chargor assigns absolutely all its rights and interests under all contracts or policies of insurance

3.9 Contractual rights

The Chargor assigns absolutely all rights under all deeds and agreements to which it is a party and which are not mortgaged, charged by way of fixed charge or assigned under any of Clauses 3.1 to 3.8 (inclusive)

3.10 Other assets

3.10.1 The Chargor charges by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under this Clause 3

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

3.11 Trust

If or to the extent that the assignment or charging of any Security Asset is prohibited, the Chargor holds it on trust for the Lender

4 Nature of Security created

The Security created under this Debenture is created

- (a) as a continuing security to secure the payment and discharge of the Secured Liabilities,
- (b) (except in the case of assets which are the subject of a legal mortgage under this Debenture) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them,
- (c) in favour of the Lender, and
- (d) with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, incumbrances and rights, even if the Chargor does not know and could not reasonably be expected to know about them)

5 Conversion of floating charge

5.1 Conversion on notice

Subject to Clause 5 2, the Lender may by notice to the Chargor at any time during the Security Period convert the floating charge created by this Debenture into a fixed charge in respect of any Security Asset specified in that notice if

- (a) an Event of Default is continuing, or
- (b) the Lender considers that Security Asset to be in danger of being seized, attached, charged, taken possession of or sold under any form of distress, sequestration, execution or other process or otherwise to be in jeopardy

5.2 Limitation

Clause 5 1 shall not apply by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986

5.3 Automatic conversion

The floating charge created by this Debenture will convert automatically into fixed charges

- (a) if the Lender receives notice of an intention to appoint an administrator of the Chargor,
- (b) if any steps are taken, (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of the Chargor over all or any part of its assets, or if such person is appointed,
- (c) if the Chargor creates or attempts to create Security over all or any of the Security Assets otherwise than with the Lender's prior written consent,

- (d) on the crystallisation of any other floating charge over the Security Assets,
- (e) if any person seizes, attaches, charges, takes possession of or sells any Security Asset under any form of distress, sequestration, execution or other process, or attempts to do so, and
- (f) in any other circumstances prescribed by law

6 Positive covenants

The covenants in this Clause 6 remain in force from the date of this Debenture until the expiry of the Security Period

6.1 Preservation of the Security Assets

The Chargor shall

- (a) keep all Land, all Equipment and all other tangible assets which form part of the Security Assets in good and substantial repair, fair wear and tear excepted, and permit the Lender free access at all reasonable times and on reasonable notice to view their state and condition,
- (b) preserve, maintain and renew as and when necessary all Intellectual Property Rights which form part of the Security Assets,
- (c) observe and perform all covenants, undertakings, laws and regulations from time to time affecting any Security Asset or its use or enjoyment,
- (d) pay all Tax, rents, rates, duties, fees, charges, assessments, impositions, calls, instalments and outgoings which are properly payable at any time during the Security Period in respect of any Security Asset or by the owner or occupier of it (and if it fails to pay that amount when due, the Lender may pay it),
- (e) notify the Lender of any action commenced by a third party to seize, attach, charge, take possession of or sell any Security Asset which (to the best of its knowledge and belief) has been started or threatened, and
- (f) at its own cost, defend any proceedings (including proceedings to seize, attach, charge, take possession of or sell) brought by a third party relating to any Security Asset

6.2 Payments without deduction

The Chargor covenants with the Lender that all payments to be made by it under this Debenture shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim

7 Negative covenants

The covenants in this Clause 7 remain in force from the date of this Debenture until the expiry of the Security Period

7.1 Disposals

- 7.1.1 The Chargor shall not enter into a single transaction or a series of transactions (whether related or not), whether voluntary or involuntary and whether at the same time or over a period of time, to sell, lease, transfer, license, loan, or otherwise dispose of any Security Asset, or enter into an agreement to make any such disposal
- 7.1.2 Clause 7.1.1 does not apply to a disposal of any Security Asset which, at the time of that disposal, is subject to the floating charge created by this Debenture and which is
- (a) made in the ordinary course of the day-to-day trading activities of the Chargor, or
 - (b) of cash, by way of a dividend, or
 - (c) on arm's length terms in exchange for other assets comparable or superior as to type, value and quality, where the proceeds of the disposal are used within three months of that disposal for the purchase of an asset to replace directly the asset the subject of that disposal, or

7.2 Negative pledge

The Chargor shall not without the written consent of the Lender

- (a) create or permit to subsist any Security over any Security Asset,
- (b) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by any other Group Company,
- (c) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
- (d) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or
- (e) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset

7.3 Preservation of the Security Assets

The Chargor shall not without the written consent of the Lender

- (a) enter into any onerous obligation or restriction affecting any Security Asset,
- (b) in relation to any Land forming part of the Security Assets
 - (i) part with possession of it, confer on any other person any right or licence to occupy it or grant any licence to assign, sub-let or create any Security over it,
 - (ii) exercise any of the powers conferred by sections 99 and 100 of the Act of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases,
 - (iii) vary, assign or otherwise dispose of or allow to be forfeited any leasehold interest,
 - (iv) agree any rent review,

- (v) make any structural or material alteration, or do or allow anything to be done which falls within the definition of development in section 55 of the Town and Country Planning Act 1990,
- (vi) allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor, or create or permit to arise any interest which overrides under the Land Registration Act 2002 (and the Chargor shall reimburse the Lender for its reasonable costs of lodging
 - (aa) a caution against first registration of the title to that Land, or
 - (bb) if that Land is unregistered, a land charge), or
- (vii) make an application, consent to or acquiesce in the application by any third party, to the Land Registry to enter any matter on the register of title,
- (c) in relation to any uncalled capital of the Chargor, call it up or receive it in advance of calls unless the Lender otherwise directs, nor apply it, when paid, otherwise than in payment of the Secured Liabilities or as the Lender otherwise directs, or
- (d) take any Security in connection with its liabilities under this Debenture from any guarantor of, or provider of Security for, any of the Secured Liabilities

8 Enforcement

8.1 When Security becomes enforceable

The Security created by this Debenture shall become enforceable

- (a) on the occurrence of an Event of Default, and/or
- (b) if the Chargor so requests

8.2 Powers on enforcement

At any time after the Security created by this Debenture has become enforceable the Lender may (without prejudice to any other of its rights and remedies and without notice to the Chargor) do all or any of the following

- (a) exercise all the powers and rights conferred on mortgagees by the Act, as varied and extended by this Debenture, without the restrictions contained in sections 103 or 109(1) of the Act,
- (b) exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Security Asset, without the restrictions imposed by sections 99 and 100 of the Act,
- (c) to the extent that any Security Asset constitutes Financial Collateral, as defined in the Regulations, appropriate it and transfer the title in and to it to the Lender insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18,
- (d) subject to Clause 9.1.1, appoint one or more persons to be a Receiver or Receivers of all or any of the Security Assets, and
- (e) appoint an administrator of the Chargor

8.3 Disposal of the Security Assets

In exercising the powers referred to in Clause 8 2(a), the Lender or any Receiver may sell or dispose of all or any of the Security Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it

8 4 Application of moneys

8 4 1 The Lender or any Receiver shall apply moneys received by them under this Debenture after the Security created under this Debenture has become enforceable in the following order

- (a) **first**, in or towards the payment pro rata of, or the provision pro rata for, any unpaid costs and expenses of the Lender and any Receiver under this Debenture or which are incidental to any Receiver's appointment, together with interest at the Default Rate (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full,
 - (b) **secondly**, in or towards the payment pro rata of, or the provision pro rata for, any unpaid fees, commission or remuneration of the Lender and any Receiver,
 - (c) **thirdly**, in or towards the discharge of all liabilities having priority to the Secured Liabilities,
 - (d) **fourthly**, in or towards the discharge of the Secured Liabilities, and
 - (e) **fifthly**, in the payment of any surplus to the Chargor or other person entitled to it,
- and section 109(8) of the Act shall not apply

8 4 2 Clause 8 4 1 will override any appropriation made by the Chargor

9 Appointment and powers of Receivers

9.1 Method of appointment and removal

9 1 1 The Lender may not appoint a Receiver by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986

9 1 2 Every appointment or removal of a Receiver, of any delegate or of any other person by the Lender pursuant to this Debenture may be made in writing under the hand of any officer or manager of the Lender (subject to any requirement for a court order in the removal of an administrative receiver)

9.2 Powers of Receiver

Every Receiver shall have all the powers

- (a) of the Lender under this Debenture,
- (b) conferred by the Act on mortgagees in possession and on receivers appointed under the Act,
- (c) which are specified in Schedule 1 of the Insolvency Act 1986 in relation to, and to the extent applicable to, the Security Assets or any of them (whether or not the Receiver is an administrative receiver within the meaning of that Act), and
- (d) in relation to any Security Asset, which he would have if he were its only absolute beneficial owner

9.3 Joint or several

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this Debenture

9.4 Receiver as agent

Every Receiver shall be the agent of the Chargor which shall be solely responsible for his acts and defaults and for the payment of his remuneration

9.5 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Lender, and the maximum rate specified in section 109(6) of the Act shall not apply

10 Protection of purchasers

No purchaser or other person dealing with the Lender or any Receiver shall be bound or concerned

- (a) to see or enquire whether the right of the Lender or any Receiver to exercise any of the powers conferred by this Debenture has arisen or not,
- (b) with the propriety of the exercise or purported exercise of those powers, or
- (c) with the application of any moneys paid to the Lender, to any Receiver or to any other person

11 Protection of the Lender and Receivers

11.1 Exclusion of liability

None of the Lender, any Receiver or any of their respective officers or employees shall have any responsibility or liability

- (a) for any action taken, or any failure to take any action, in relation to all or any of the Security Assets,
- (b) to account as mortgagee in possession or for any loss upon realisation of any Security Asset,
- (c) for any loss resulting from any fluctuation in exchange rates in connection with any purchase of currencies under Clause 16,
- (d) for the loss or destruction of, or damage to, any of the Security Assets, or to any documents of or evidencing title to them, which are in the possession or held to the order of any such person (and which will be held by such persons at the expense and risk of the Chargor), or
- (e) for any other default or omission in relation to all or any of the Security Assets for which a mortgagee in possession might be liable,

except in the case of gross negligence or wilful misconduct on the part of that person

11.2 General indemnity

11.2.1 The Chargor shall indemnify the Lender, any Receiver and their respective officers and employees against all actions, proceedings, demands, claims, costs, expenses, and other liabilities incurred by them in respect of all or any of the following

- (a) any act or omission by any of them in relation to all or any of the Security Assets,
- (b) any payment relating to or in respect of all or any of the Security Assets which becomes payable at any time by any of them,
- (c) any stamp, registration or similar Tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this Debenture,
- (d) carrying out or purporting to carry out any of the rights, powers and discretions conferred on them by or permitted under this Debenture, and
- (e) any breach by the Chargor of any of its covenants or other obligations to the Lender,

except in the case of gross negligence or wilful misconduct on the part of that person

11.2.2 The Chargor shall pay interest at the Default Rate on the sums payable under this Clause from the date on which the liability was incurred to the date of actual payment (both before and after judgment)

11.3 Indemnity out of the Security Assets

The Lender, any Receiver and their respective officers and employees shall be entitled to be indemnified out of the Security Assets in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 11.2

12 Preservation of Security

12.1 Reinstatement

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

- (a) the liabilities of the Chargor and the Security created by this Debenture shall continue as if the payment, discharge, avoidance or reduction had not occurred, and
- (b) the Lender shall be entitled to recover the value or amount of that Security or payment from the Chargor, as if the payment, discharge, avoidance or reduction had not occurred

12.2 Waiver of defences

Neither the Security created by this Debenture nor the obligations of the Chargor under this Debenture will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to the Chargor or the Lender) including

- (a) any time, waiver or consent granted to, or composition with, the Chargor or other person,
- (b) the release of the Chargor or any other person under the terms of any composition or arrangement with any person,

- (c) the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of the Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security,
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor or any other person,
- (e) any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of a Finance Document or any other document or Security,
- (f) any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under any Finance Document or any other document, or
- (g) any insolvency, liquidation, administration or similar procedure

12.3 Chargor intent

Without prejudice to the generality of Clause 12.2, the Chargor expressly confirms that it intends that the Security created by this Debenture shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Secured Liabilities or any other agreement for the purposes of or in connection with any of the following

- (a) acquisitions of any nature,
- (b) increasing working capital,
- (c) enabling investor distributions to be made,
- (d) carrying out restructurings,
- (e) refinancing existing facilities,
- (f) refinancing any other indebtedness,
- (g) making facilities available to new borrowers,
- (h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time, and
- (i) any fees, costs and/or expenses associated with any of the foregoing

12.4 Immediate recourse

The Chargor waives any right it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any person before claiming from the Chargor under this Debenture. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

12.5 Appropriations

During the Security Period the Lender may

- (a) refrain from applying or enforcing any moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or, subject to Clause 8.4.1, apply and enforce the same in such manner and order as it sees fit

(whether against the Secured Liabilities or otherwise) and the Chargor shall not be entitled to the benefit of the same, and

- (b) hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Secured Liabilities

12.6 Additional Security

This Debenture is in addition to, is not in any way prejudiced by and shall not merge with any contractual right or remedy or other Security now or in the future held by or available to the Lender

12.7 New accounts

If the Lender receives notice (actual or otherwise) of any subsequent Security over or affecting all or any of the Security Assets it may open a new account or accounts in the name of the Chargor and, if it does not do so, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that subsequent Security, and as from that time all payments made by or on behalf of the Chargor to the Lender

- (a) shall be credited or be treated as having been credited to the new account, and
- (b) shall not operate to reduce the Secured Liabilities at the time when the Lender received or was deemed to have received such notice

13 Tacking

For the purposes of section 94(1) of the Act and section 49(3) of the Land Registration Act 2002, the Lender confirms that it shall make further advances to the Borrower on the terms and subject to the conditions of the Finance Documents

14 Further assurance

14.1 Registration at Companies House

The Chargor consents to the registration of this Debenture at Companies House pursuant to Part 25 of the Companies Act 2006

14.2 Further action

The Chargor shall, at its own expense, promptly take any action and sign or execute any further documents which the Lender may require in order to

- (a) give effect to the requirements of this Debenture,
- (b) protect, preserve and perfect the Security intended to be created by or pursuant to this Debenture,
- (c) protect and preserve the ranking of the Security intended to be created by or pursuant to this Debenture with any other Security over any assets of the Chargor, or
- (d) facilitate the realisation of all or any of the Security Assets or the exercise of any rights, powers and discretions conferred on the Lender, any Receiver or any administrator in connection with all or any of the Security Assets,

and any such document may disapply section 93 of the Act

14.3 Deposit of documents

The Chargor covenants that, on the date of this Debenture and at all times during the Security Period as soon as it receives them (and in any event as soon as the Lender so requests), it shall deposit with the Lender, in respect of or in connection with the Security Assets

- (a) all deeds, certificates and other documents of or evidencing title,
- (b) signed undated transfers of the Investments charged under Clause 3.2, completed in blank and, if the Lender so requires, pre-stamped, and
- (c) any other documents which the Lender may from time to time require for perfecting its title, or the title of any purchaser

14.4 Law of Property (Miscellaneous Provisions) Act 1994

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to the provisions set out in this Clause 14

15 Power of attorney

The Chargor irrevocably and by way of security appoints each of

- (a) the Lender,
- (b) any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Lender, and
- (c) any Receiver,

jointly and severally as the Chargor's attorney, in the Chargor's name, on its behalf and in such manner as the attorney may in its or his absolute discretion think fit following the occurrence of an Event of Default or following the failure by the Chargor to comply with a request from the Lender, to take any action and sign or execute any further documents which the Chargor is required to take, sign or execute in accordance with this Debenture. The Chargor agrees, promptly on the request of the Lender or any Receiver, to ratify and confirm all such actions taken and documents signed or executed

16 Currency

16.1 The Spot Rate

In this Clause 16, the **Spot Rate** means, in relation to the Lender, the spot rate of exchange of HSBC Bank plc from time to time for the purchase of any currency with any other currency in the London foreign exchange market

16.2 Conversion of moneys received

The Lender may convert any moneys received, recovered or realised in any currency under this Debenture (including the proceeds of any previous conversion under this Clause 16) from their existing currency into any other currency, by purchasing that other currency at the Spot Rate

16.3 Hedging

If the Chargor fails to pay any sum under this Debenture on the due date, the Lender may, without notice to the Chargor, purchase at the Spot Rate any currency which the Lender considers necessary or desirable to cover the liabilities of the Chargor to pay that sum

17 Discharge of Security

Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities the Lender shall, or shall procure that its appointees will, at the request and cost of the Chargor

- (a) release the Security Assets from this Debenture, and
- (b) re-assign to the Chargor those Security Assets that have been assigned to the Lender under Clause 3

Section 93 of the Act shall not apply to this Debenture

18 Costs and expenses

18.1 Transaction expenses

The Chargor shall promptly on demand pay the Lender the amount of all costs and expenses (including legal fees) reasonably incurred by it in connection with the negotiation, preparation, printing and execution of this Debenture

18.2 Amendment costs

If the Chargor requests an amendment, waiver, consent or release of or in relation to this Debenture, the Chargor shall, within three Business Days of demand, reimburse the Lender for the amount of all costs and expenses (including legal fees) reasonably incurred by it in responding to, evaluating, negotiating or complying with that request or requirement

18.3 Enforcement costs

The Chargor shall, within three Business Days of demand, pay to the Lender or any Receiver the amount of all costs and expenses (including legal fees) incurred by the Lender or any Receiver in connection with the enforcement of, or the preservation of any rights under, this Debenture or the investigation of any possible Event of Default

19 Assignment

19.1 Procedure

- 19.1.1 The Lender may assign any of its rights under this Debenture to any person to whom it assigns or transfers any of its rights or obligations in relation to the Secured Liabilities
- 19.1.2 The Chargor may not assign any of its rights or transfer any of its rights or obligations under this Debenture

19.2 Disclosure of information

The Lender may disclose to any assignee or proposing assignee any information it thinks fit in relation to the Chargor

20 Notices

20.1 Communications in writing

Any communication to be made under or in connection with this Debenture shall be made in writing

20.2 Addresses

20.2.1 The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made or delivered under or in connection with this Debenture is that identified with its name below or any substitute address, fax number or department or officer as either party may notify to the other by not less than five Business Days' notice

20.2.2 The addresses and fax numbers referred to in Clause 20.2.1 are

(a) The Chargor

Address ~~25 St Owen's Chambers~~
~~22 St Owen Street~~
~~Hereford~~
~~Herefordshire~~
~~HR1 2PL~~

Attention ~~Andrew Ham~~

Fax number ** ~~01432 360000~~

(b) The Lender

Address ~~6F Island East~~
~~40 Woodland Road~~
~~Island East~~
~~Harrogate~~

Attention ~~Richard Mitchell~~

Fax number **

Copy to Dentons UKMEA LLP
The Pinnacle
170 Midsummer Boulevard
Milton Keynes
MK9 1FE
for the attention of Matthew Wilmot

Fax number +44(0)1908 692447

20.3 Delivery

20.3.1 Subject to Clause 20.3.2, any communication or document made or delivered by one person to another under or in connection with this Debenture will only be effective

- (a) when the letter has been left at the relevant address (which includes courier), or
- (b) in relation to a letter sent by first class pre-paid post to an address in the United Kingdom, two Business Days after being deposited in the post postage prepaid, in an envelope addressed to it at that address, or
- (c) in relation to a letter sent by first class pre-paid airmail to an address outside the United Kingdom, five Business Days after being deposited in the post postage prepaid, in an envelope addressed to it at that address, or
- (d) in relation to a fax, upon sending, if both these conditions are met
 - (i) a transmission report confirms uninterrupted and error-free transmission, and

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- (ii) the sender does not get a telephone or email message from the recipient saying the fax was not complete and legible by the following time
 - (aa) for faxes sent on a Business Day between 9 00 a m and 2 00 p m, within three hours after sending,
 - (bb) for other faxes, by noon on the next Business Day after sending,

and, if a particular department or officer is specified as part of its address details provided under Clause 20 2, if addressed to that department or officer

20 3 2 Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified in Clause 20 2 2 (or any substitute department or officer as the Lender shall specify for this purpose)

20 3 3 Any communication or document is not validly served under this Debenture if sent by email only A party may copy a notice or communication by email without affecting its validity

20 4 English language

20 4 1 Any notice given under or in connection with this Debenture must be in English

20 4 2 All other documents provided under or in connection with this Debenture must be

- (a) in English, or
- (b) if not in English, and if so required by the Lender accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document

21 Calculations and certificates

21.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Debenture, the entries made in the accounts maintained by the Lender are *prima facie* evidence of the matters to which they relate

21 2 Certificates and determination

Any certification or determination by the Lender of a rate or amount under this Debenture is, in the absence of manifest error, conclusive evidence of the matters to which it relates

22 Partial invalidity

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

23 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this Debenture shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right

or remedy. The rights and remedies provided in this Debenture are cumulative and not exclusive of any rights or remedies provided by law.

24 Amendments and waivers

Any term of this Debenture may be amended or waived only with the written consent of the Chargor and the Lender.

25 Counterparts

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

26 Governing law and enforcement

26.1 Governing law

English law governs this Debenture, its interpretation and any non-contractual obligations arising from or connected with it.

26.2 Jurisdiction

26.2.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute regarding the existence, validity or termination of this Debenture) (a **Dispute**).

26.2.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

26.2.3 This Clause 26.2 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

Executed as a deed and delivered on the date appearing at the beginning of this Debenture.

Executed as a deed by Multilink Limited)
acting by ~~**DIRECTOR~~)
** being persons who (s)
in accordance with the law of Hong Kong are)
acting under the authority of the company)

in the presence of:

SIGNATURE OF WITNESS: 

WITNESS NAME: REON PARK

ADDRESS: 3F COMO HSE, 15 WRIGHTS WAY
LONDON W8 5OL

Executed as a deed by Andrew Kain)
Enterprises Limited acting by a director)
in the presence of)



** RICHARD MITCHELSON

**



ANDREW KAIN

Director

Signature of witness



Name of witness

AILEEN C DOVER

Address

48 GLEBE CLOSE

CREDENHILL

HERSFORD, HR4 7EX

