



Registration of a Charge

Company name: **EPM TECHNOLOGY LIMITED**

Company number: **03311665**



X51CNHOA

Received for Electronic Filing: **25/10/2016**

Details of Charge

Date of creation: **21/10/2016**

Charge code: **0331 1665 0005**

Persons entitled: **DERBY CITY COUNCIL**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS UNITS 3 AND 4, WESTSIDE PARK, BELMORE WAY, RAYNESWAY, DERBY, DE21 7AY REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER DY480399**

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: **FREETHS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3311665

Charge code: 0331 1665 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st October 2016 and created by EPM TECHNOLOGY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th October 2016 .

Given at Companies House, Cardiff on 26th October 2016

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

FREETHS

DATED

21st October

2016

(1) EPM TECHNOLOGY LIMITED

(2) DERBY CITY COUNCIL

DEBENTURE

CONTENTS

1.	DEFINITIONS AND INTERPRETATION.....	1
2.	COVENANT TO PAY.....	5
3.	GRANT OF SECURITY.....	5
4.	LIABILITY OF THE BORROWER.....	7
5.	REPRESENTATIONS AND WARRANTIES.....	7
6.	COVENANTS.....	7
7.	POWERS OF THE LENDER.....	7
8.	ENFORCEMENT.....	7
9.	COSTS AND INDEMNITY.....	8
10.	RELEASE.....	9
11.	ASSIGNMENT AND TRANSFER.....	9
12.	FURTHER PROVISIONS.....	9
13.	NOTICES.....	11
14.	GOVERNING LAW AND JURISDICTION.....	12
15.	CONFLICTS.....	12
	SCHEDULE 1.....	13
	Property.....	13
	DESCRIPTION OF PROPERTY.....	13
	SCHEDULE 2.....	14
	Representations and Warranties.....	14
	SCHEDULE 3.....	15
	Covenants.....	15
	SCHEDULE 4.....	21
	Powers of the Lender.....	21
	SCHEDULE 5.....	23
	Enforcement.....	23
	SCHEDULE 6.....	28
	Further Powers of a Receiver.....	28

THIS DEED is made on

21st October

2016

BETWEEN

(1) the Borrower

EPM TECHNOLOGY LIMITED

Registered Number: 03311665

Registered Office: Westside Park, Derby, Derbyshire
DE21 7AZ

(2) the Lender

DERBY CITY COUNCIL

Address: Council House, Corporation
Street Derby DE1 2FS

BACKGROUND

- (A) The Lender has agreed, pursuant to the Facility Agreement, to provide the Borrower with loan facilities on a secured basis.
- (B) Under this debenture, the Borrower provides security to the Lender for the loan facilities made available under the Facility Agreement.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

The definitions and rules of interpretation in this clause apply in this debenture.

Administrator an administrator appointed to manage the affairs, business and property of the Borrower pursuant to Paragraph 15 of Schedule 5;

Business Day a day (other than a Saturday or Sunday) on which commercial banks are open for general business in London and deposits are dealt with on the London Interbank Market;

Charged Property all the assets, property and undertaking for the time being, subject to the security interests 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, without limitation, costs and damages in connection with litigation, professional

	fees, disbursements and any value added tax charged on Costs;
Encumbrance	any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect;
Environment	the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media;
Environmental Law	all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment;
Event of Default	has the same meaning as that given under the Facility Agreement;
Facility Agreement	the facility agreement dated 13 September 2013 between the Borrower and the Lender as amended and restated on 19 December 2014, 19 November 2015 and on or around the date of this debenture and as otherwise amended from time to time;
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 (<i>SI 2003/3226</i>);
Finance Documents	has the same meaning as that given under the Facility Agreement;
Insurance Policies	each contract or policy of insurance effected or maintained from time to time in respect of the Property;
Permitted Security	has the same meaning as that given under the

Property	Facility Agreement; the freehold or leasehold property (whether registered or unregistered) owned by the Borrower described in Schedule 1;
Receiver	a receiver, manager or receiver and manager of any or all of the Charged Property appointed under Paragraph 6 of Schedule 5;
Schedule of Works	has the same meaning as that given under the Facility Agreement;
Secured Liabilities	all present and future monies, obligations and liabilities owed by the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Finance Documents (including, without limitation, those arising under Clause 12.3.2.), together with all interest (including, without limitation, default interest) accruing in respect of those monies or liabilities;
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. Interpretation

Unless the context otherwise requires, in this debenture:

- 1.2.1. a reference to a statute or statutory provision includes a reference to any subordinate legislation made under that statute or statutory provision, to any modification, re-enactment or extension of that statute or statutory provision and to any former statute or statutory provision that it consolidated or re-enacted before the date of this debenture;
- 1.2.2. a reference to one gender includes a reference to the other genders;
- 1.2.3. words in the singular include the plural and in the plural include the singular;

- 1.2.4. a reference to a clause or Schedule is to a clause of, or Schedule to, this debenture, and references to paragraphs are to paragraphs of the relevant Schedule;
- 1.2.5. a reference to **this debenture** (or any specified provision of it) or any other document shall be construed as a reference to this debenture, that provision or that document as in force for the time being and as amended or novated from time to time;
- 1.2.6. a reference to a **person** shall include a reference to an individual, firm, corporation, unincorporated body of persons, or any state or any agency of a person;
- 1.2.7. a reference to an **amendment** includes a supplement, variation, novation or re-enactment (and **amended** shall be construed accordingly);
- 1.2.8. a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.9. a reference to an **authorisation** includes an authorisation, consent, licence, approval, resolution, exemption, filing, registration and notarisation;
- 1.2.10. a reference to 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; and
- 1.2.11. clause, schedule and paragraph headings shall not affect the interpretation of this debenture.

1.3. Clawback

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.

1.4. Nature of security over real property

A reference in this debenture to a charge or mortgage of any freehold, leasehold or commonhold property includes:

- 1.4.1. all buildings and fixtures (including trade and tenant's fixtures) that are situated on that property at any time;
- 1.4.2. the proceeds of the sale of any part of that property; and

1.4.3. 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.

1.5. Law of Property (Miscellaneous Provisions) Act 1989

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

1.6. Third party rights

A third party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this debenture.

1.7. Perpetuity period

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).

1.8. Insolvency Act 1986

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.

1.9. Schedules

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.

2. COVENANT TO PAY

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

3. GRANT OF SECURITY

3.1. Charging clause

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee:

3.1.1. charges to the Lender, by way of first legal mortgage, all the Property specified in Schedule 2;

3.1.2. assigns to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities, all its rights in each Insurance Policy;

- 3.1.3. charges to the Lender, by way of floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned pursuant to Clauses 3.1.1. and 3.1.2..
- 3.2. Automatic conversion of floating charge
- The floating charge created by Clause 3.1.3. shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if:
- 3.2.1. the Borrower:
- 3.2.1.1. (save in respect of the Permitted Security) creates, or attempts to create, without the prior written consent of the Lender, an Encumbrance or a trust in favour of another person on all or any part of the Charged Property; or
- 3.2.1.2. disposes, or attempts to dispose of, all or any part of the Charged Property (other than Charged Property that is only subject to the floating charge while it remains uncrystallised);
- 3.2.2. a receiver is appointed over all or any of the Charged Property that is subject to the floating charge;
- 3.2.3. any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Charged Property; or
- 3.2.4. the Lender receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Borrower.
- 3.3. Conversion of floating charge by notice
- The Lender may, in its sole discretion, 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 if:
- 3.3.1. any of the events set out in Paragraph 1 of Schedule 5 occurs and is continuing; or
- 3.3.2. the Lender considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- 3.4. Assets acquired after any floating charge crystallisation
- Any asset acquired by the Borrower after any crystallisation of the floating charge created under this debenture which, but for that crystallisation, would be subject to a floating charge under this debenture, shall (unless the Lender confirms otherwise to the Borrower in writing) be charged to the Lender by way of fixed charge.

4. LIABILITY OF THE BORROWER

4.1. Liability not discharged

The Borrower's liability under this debenture in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- 4.1.1. any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- 4.1.2. 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
- 4.1.3. 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.

4.2. Immediate recourse

~~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. REPRESENTATIONS AND WARRANTIES

The Borrower makes the representations and warranties set out in Schedule 2 to the Lender. The representations and warranties set out in Schedule 2 are made by the Borrower on the date of this debenture are deemed to be made by the Borrower on each day of the Security Period with reference to the facts and circumstances then existing.

6. COVENANTS

The Borrower covenants with the Lender on the terms set out in Schedule 3.

7. POWERS OF THE LENDER

The Lender shall have the powers set out in Schedule 4.

8. ENFORCEMENT

8.1. Enforcement events

The security constituted by this debenture shall be immediately enforceable if any of the events set out in Paragraph 1 of Schedule 5 occurs. The parties to this

debenture agree that the provisions of Schedule 5 shall apply to this debenture and shall be binding between them.

8.2. Receiver's powers

A Receiver shall have, in addition to the powers conferred on receivers by statute, the further powers set out in Schedule 6.

8.3. Right of appropriation

8.3.1. To the extent that:

8.3.1.1. the Charged Property constitutes Financial Collateral; and

8.3.1.2. 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 by this debenture has become enforceable, to appropriate all or any of that Charged Property in or towards the payment or discharge of the Secured Liabilities in such order as the Lender may, in its absolute discretion, determine.

8.3.2. 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 reasonably select (including independent valuation).

8.3.3. The Borrower agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

9. COSTS AND INDEMNITY

9.1. Costs

The Borrower shall pay to, or reimburse, the Lender and any Receiver on demand, on a full indemnity basis, all Costs incurred by the Lender or any Receiver in connection with:

9.1.1. this debenture or the Charged Property;

9.1.2. protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's or Receiver's rights under this debenture;

9.1.3. suing for, or recovering, any of the Secured Liabilities,

(including, without limitation, the Costs of any proceedings in connection with this debenture or the Secured Liabilities), together with interest on any amount due

under Clause 9.1.2. and Clause 9.1.3. at the default rate of interest specified in the Facility Agreement.

9.2. Indemnity

The Lender and 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:

- 9.2.1. the exercise, or purported exercise, of any of the powers, authorities or discretions vested in them under this debenture;
- 9.2.2. any matter or thing done, or omitted to be done, in relation to the Charged Property under those powers; or
- 9.2.3. any default or delay by the Borrower in performing any of its obligations under this debenture.

10. **RELEASE**

Subject to Clause 12.3, 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.

11. **ASSIGNMENT AND TRANSFER**

11.1. Assignment by Lender

The Lender may not, other than with the prior written consent of the Borrower, assign, transfer or novate either in law or in equity all or any of its rights, benefits and/or obligations in respect of this debenture, in whole or in part other than:

- 11.1.1. to any other public body or authority;
- 11.1.2. to such body or bodies as may be required by central government; and
- 11.1.3. transfers made when an Event of Default is continuing.

11.2. Assignment by Borrower

The Borrower may not assign any of its rights, or transfer any of its obligations, under this debenture, or enter into any transaction that would result in any of those rights or obligations passing to another person.

12. **FURTHER PROVISIONS**

12.1. Independent security

This debenture shall be in addition to, and independent of, every other security or guarantee that 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.

12.2. Continuing security

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.

12.3. Discharge conditional

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:

12.3.1. 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

12.3.2. 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.

12.4. Certificates

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.

12.5. Rights cumulative

The rights and remedies of the Lender conferred by this debenture are cumulative, **may be exercised as often as the Lender considers appropriate, and are in addition** to its rights and remedies under the general law.

12.6. Variations and waivers

Any waiver or variation of any right or remedy by the Lender (whether arising under this debenture or under the general law), or any consent given under this debenture, is only be effective if it is in writing and signed by the waiving, varying or consenting party, and applies only in the circumstances for which it was given, and shall not prevent the party giving it from subsequently relying on the relevant provision.

12.7. Further exercise of rights

No act or course of conduct or negotiation by, or on behalf of, the Lender shall, in any way, preclude the Lender from exercising any right or remedy under this debenture or constitute a suspension or variation of any such right or remedy.

12.8. Delay

No delay or failure to exercise any right or remedy under this debenture shall operate as a waiver of that right or remedy.

12.9. Single or partial exercise

No single or partial exercise of any right or remedy under this debenture shall prevent any further or other exercise of that right or remedy, or the exercise of any other right or remedy under this debenture.

12.10. Consolidation

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

12.11. Partial invalidity

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.

12.12. Counterparts

This debenture may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

13. NOTICES

13.1. Service

Each notice or other communication required to be given under, or in connection with, this debenture shall be in writing addressed to the other party at the address for the party on page 1 of this deed or such address as may at the relevant time have been notified pursuant to this clause to the party giving the notice and may be delivered personally or sent by pre-paid first-class letter or fax.

13.2. Receipt by Borrower

Any notice or other communication that the Lender gives shall be deemed to have been received:

13.2.1. if sent by fax, when received in legible form;

13.2.2. if given by hand, at the time of actual delivery; and

13.2.3. if posted, on the third Business Day after the day it was sent by pre-paid first-class post.

A notice or other communication given as described in Clause 13.2.1. or Clause 13.2.2. on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

13.3. Receipt by Lender

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

14. GOVERNING LAW AND JURISDICTION

14.1. Governing law

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 law of England and Wales.

14.2. Jurisdiction

The parties to this debenture irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises 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 that other jurisdiction.

14.3. Other service

The Borrower irrevocably consents to any process in any proceedings being served on it in accordance with the provisions of this debenture relating to service of notices. Nothing contained in this debenture shall affect the right to serve process in any other manner permitted by law.

15. CONFLICTS

15.1. In the event of any conflict between the terms of this debenture and the terms of the Facility Agreement, the terms of the Facility Agreement shall prevail.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1**Property**

DESCRIPTION OF PROPERTY	LEASEHOLD / FREEHOLD	TITLE NUMBER
Units 3 & 4, Westside Park, Belmore Way, Raynesway, Derby DE21 7AY	Freehold	DY480399

SCHEDULE 2

Representations and Warranties

1. **Ownership of Charged Property**

The Borrower is the legal and beneficial owner of the Charged Property.

2. **No Encumbrances**

The Charged Property is free from any Encumbrance other than Permitted Security and the Encumbrances created by this debenture.

3. **Adverse Claims**

The Borrower has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Property or any interest in it.

4. **Adverse Covenants**

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever, that materially and adversely affect the Charged Property.

5. **No Breach of Laws**

There is no breach of any law or regulation that materially and adversely affects the Charged Property.

6. **No Interference in Enjoyment**

No facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use.

7. **No Overriding Interests**

Nothing has arisen, has been created or is subsisting, which would be an overriding interest in the Property.

8. **Avoidance of Security**

No Encumbrance expressed to be created under this debenture is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Borrower or otherwise.

9. **No Prohibitions or Breaches**

~~There is no prohibition on assignment in any Insurance Policy and the entry into this~~
debenture by the Borrower does not, and will not, constitute a breach of any Insurance Policy or any other agreement or instrument binding on the Borrower or its assets.

10. **Environmental Compliance**

The Borrower has, at all times, complied in all material respects with all applicable Environmental Law.

SCHEDULE 3

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:

1.1.1. create, purport to create or permit to subsist any Encumbrance on, or in relation to, any Charged Property other than any Encumbrance created by this debenture or any Permitted Security;

1.1.2. 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, in the ordinary course of business, Charged Property which is only subject to an uncrystallised floating charge); or

1.1.3. 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

The Borrower shall not do, or permit to be done, any act or thing that 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:

3.1.1. procure the prompt observance and performance of the covenants and other obligations imposed on the Borrower's counterparties; and

3.1.2. 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. Notice of Breaches

4.1. The Borrower shall, promptly on becoming aware of any of the same, give the Lender notice in writing of:

4.1.1. any representation or warranty set out in Schedule 2 which is incorrect or misleading in any material respect when made or deemed to be repeated; and

4.1.2. any breach of any covenant set out in this Schedule 3.

5. Title Documents

5.1. The Borrower shall, on the execution of this debenture (or, if later, the date of acquisition of the relevant Charged Property), deposit with the Lender and the Lender shall, for the duration of this debenture be entitled to hold:

5.1.1. all deeds and documents of title relating to the Property which are in the possession or control of the Borrower (and if these are not within the possession or control of the Borrower, the Borrower undertakes to obtain possession of all such deeds and documents of title); and

5.1.2. all Insurance Policies.

6. Notices to be Given By the Borrower

6.1. The Borrower shall within five days of the execution of this debenture give notice to each insurer of the assignment of the Borrower's rights and interest in and under each Insurance Policy pursuant to Clause 3.1.2. and shall use its best endeavours to procure that each addressee of any such notice promptly provides an acknowledgement of the Lender's interest to the Lender.

6.2. The Borrower shall obtain the Lender's prior approval of the form of any notice or acknowledgement to be used under this Paragraph 6.

7. Further Assurance

7.1. The Borrower shall, at its own cost:

7.1.1. prepare and execute, in favour of the Lender and in such form as the Lender may reasonably require, such further mortgages, charges or transfers of or over all or any part of the Charged Property referred to in clauses 3.1.1 and 3.1.2 as the Lender may, in its absolute discretion, require from time to time; and

7.1.2. 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.

8. Appointment of Accountants

8.1. **The Borrower shall:**

8.1.1. at its own cost, if the Lender requires, appoint an accountant or firm of accountants nominated by the Lender to investigate the financial affairs of the Borrower and report to the Lender; and

8.1.2. co-operate fully with any accountants so appointed and immediately provide them with all information requested.

8.2. The Borrower authorises the Lender to appoint, at any time (and without any further authority from the Borrower), an accountant or firm of accountants to investigate the financial affairs of the Borrower and to report to the Lender. If the Lender does appoint an accountant or firm of accountants, the Borrower shall pay the reasonable fees and expenses of those accountants but, if the Lender pays those fees and

expenses on the Borrower's behalf, the Borrower shall reimburse the Lender under Clause 9.

9. Borrower's Waiver of Set-off

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).

Part 2 - Insurance Covenants

1. Insurance

1.1. The Borrower:

1.1.1. shall (if the Lender so requires) produce to, or deposit with, the Lender each Insurance Policy and the receipts for all premiums and other payments necessary for effecting and keeping up each Insurance Policy; and

1.1.2. shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any Insurance Policy.

2. Insurance Policies' Proceeds

2.1. All monies payable under any Insurance Policy at any time (whether or not the security constituted by this debenture has become enforceable) shall:

2.1.1. if they are not paid directly to the Lender by the insurers, be held by the Borrower as trustee of the same for the benefit of the Lender (and the Borrower shall account for them to the Lender); and

2.1.2. at the option of the Lender if an Event of Default is outstanding but otherwise at the option of the Borrower, be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or in, or towards, discharge or reduction of the Secured Liabilities (but subject to Paragraph 12 of Schedule 5).

Part 3 - Property Covenants

1. Maintenance and Insurance

1.1. The Borrower shall:

1.1.1. keep all buildings and all fixtures on each Property in good and substantial repair and condition and, where the landlord is responsible for insurance, make all reasonable efforts to ensure that the landlord insures in accordance with the terms of the relevant lease;

1.1.2. if the Borrower is responsible for insuring the Property, insure, and keep insured, those buildings and fixtures with such insurer and against such risks, in such amounts and otherwise on such terms as the Lender may

reasonably require (or, failing such requirement, in accordance with the practice in respect of items of the same type which are current amongst prudent businessmen from time to time); and

- 1.1.3. if the Borrower is responsible for insuring the Property, procure that the interest of the Lender is noted on all those insurance policies or, at the option of the Lender, that those insurance policies are issued in the joint names of the Lender and the Borrower.

2. Preservation of Property and Fixtures

2.1. The Borrower shall not, without the prior written consent of the Lender (which shall be deemed to be given insofar as any of the activities below are contained in the Schedule of Works):

- 2.1.1. pull down or remove the whole, or any part of, any building forming part of the Property; or
- 2.1.2. make any material alterations to the Property, or sever or remove any of its fixtures;

3. Conduct of Business on Property

The Borrower shall carry on its trade and business on those parts (if any) of the Property as are used for the purposes of trade or business in accordance with the standards of good management from time to time current in such trade or business.

4. Planning Information

4.1. The Borrower shall:

- 4.1.1. give full particulars to the Lender of any notice, order, direction, designation, resolution or proposal given or made by any planning authority or other public body or authority ("Planning Notice") that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Planning Notice; and

4.1.2. (if the Lender so requires) immediately, and at the cost of the Borrower, take all reasonable and necessary steps to comply with any Planning Notice, and make, or join with the Lender in making, such objections or representations in respect of any such Planning Notice as the Lender may reasonably require.

5. Compliance With Covenants and Payment of Rent

5.1. The Borrower shall:

- 5.1.1. observe and perform all covenants, stipulations and conditions to which each Property, or the use of it, is or may be subjected, and (if the Lender so requires) produce evidence sufficient to satisfy the Lender that those

covenants, stipulations and conditions have been observed and performed; and

- 5.1.2. (without prejudice to the generality of the foregoing) where the Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time, and perform and observe all the tenant's covenants and conditions.

6. Maintenance of Interests in Property

6.1. The Borrower shall not, without the prior written consent of the Lender:

- 6.1.1. grant, or agree to grant, any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing (or agreeing to lease) or of accepting (or agreeing to accept) surrenders under sections 99 or 100 of the Law of Property Act 1925; or

- 6.1.2. in any other way dispose of, or agree to dispose of, surrender or create any legal or equitable estate or interest in the whole or any part of the Property.

7. Registration Restrictions

The Borrower shall procure that no person shall be registered under the Land Registration Acts 1925 to 2002 as proprietor of the Property without the prior written consent of the Lender. The Borrower shall be liable for the Costs of the Lender in lodging cautions against the registration of the title to the whole or any part of the Property from time to time.

8. Development Restrictions

The Borrower shall not, without the prior written consent of the Lender (which shall be deemed to be given insofar as any of the activities below are contained in the Schedule of Works), carry out, or permit, or suffer to be carried out on the Property any development as defined in the Town and Country Planning Act 1990 or change or permit or suffer to be changed the use of the Property.

9. Environment

9.1. The Borrower shall:

- 9.1.1. comply with all the requirements of Environmental Law both in the conduct of its general business and in the management, possession or occupation of each Property; and
- 9.1.2. obtain and comply with all authorisations, permits and other types of licences necessary under Environmental Law.

10. No Restrictive Obligations

The Borrower shall not, without the prior written consent of the Lender, enter into any onerous or restrictive obligations affecting the whole or any part of the Property, or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of the Property.

11. Proprietary Rights

The Borrower shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property without the prior written consent of the Lender.

12. Inspection

The Borrower shall permit the Lender, any Receiver and any person appointed by either of them to enter on and inspect the Property on reasonable prior notice.

13. Property Information

The Borrower shall inform the Lender promptly of any acquisition by the Borrower of, or contract made by the Borrower to acquire, any freehold, leasehold or other interest in any property.

14. Registration at the Land Registry

14.1. The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to each Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] 2016 in favour of Derby City Council referred to in the charges register."

SCHEDULE 4
Powers of the Lender

1. Power to Remedy

The Lender shall be entitled (but shall not be bound) to remedy, at any time, a breach by the Borrower of any of its obligations contained in this debenture, and the Borrower irrevocably authorises the Lender and its agents to do everything necessary or desirable for that purpose.

2. Exercise of Rights

The rights of the Lender under Paragraph 1 of this Schedule 4 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 may, as agent for the Borrower, dispose of any chattels or produce found on the Property.

3.2. Without prejudice to any obligation to account for the proceeds of any disposal made under Paragraph 3.1 of this Schedule 4, the Borrower shall indemnify the Lender and any Receiver against any liability arising from such disposal.

4. Prior Encumbrances

4.1. At any time after the security constituted by this debenture has become enforceable, or after any powers conferred by any Encumbrance having priority to this debenture shall have become exercisable, the Lender may:

4.1.1. redeem such or any other prior Encumbrance, or procure its transfer to itself; and

4.1.2. settle any account of the holder of any prior Encumbrance.

Any accounts so settled and passed shall be, in the absence of any manifest error, ~~conclusive and binding on the Borrower. All monies paid by the Lender to the holder of an~~ Encumbrance 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 rate of interest specified in the Facility Agreement and be secured as part of the Secured Liabilities.

5. Conversion of Currency

5.1. For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Lender may convert any monies received, recovered or realised by it under this debenture (including the proceeds of any previous conversion under this Paragraph

5) from their existing currencies into such other currencies as the Lender may think fit.

5.2. Any such conversion shall be effected at the Lender's bank's then prevailing spot selling rate of exchange for such other currency against the existing currency.

5.3. Each reference in this Paragraph 5 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

6. New Accounts

6.1. If the Lender receives notice of any subsequent Encumbrance, 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.

6.2. If the Lender does not open a new account immediately on receipt of notice under Paragraph 6.1 of this Schedule 4, 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.

7. Lender's Set-off Rights

7.1. If the Lender has more than one account for the Borrower in its books, the Lender may at any time after:

7.1.1. the security constituted by this debenture has become enforceable; or

7.1.2. the Lender has received notice of any subsequent Encumbrance or other interest affecting all or any part of the Charged Property,

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

8. 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 any such person 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 5

Enforcement

1. Enforcement Events

1.1. This debenture shall be enforceable if:

1.1.1. 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);

1.1.2. the Borrower is in breach of any of its obligations under this debenture or under any other agreement between the Borrower and 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;

1.1.3. the Borrower:

1.1.3.1. 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);

1.1.3.2. commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness; or

1.1.3.3. makes a general assignment for the benefit of, or a composition with, its creditors;

1.1.4. the Borrower passes any resolution, takes any corporate action, 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;

1.1.5. a distress, execution, attachment or other legal process is levied, enforced on or sued against all or any part of the assets of the Borrower and remains undischarged for seven days;

1.1.6. any event occurs in relation to the Borrower in a jurisdiction other than England and Wales that is analogous to those set out in Paragraph 1.1.3., Paragraph 1.1.4. or Paragraph 1.1.5. of this Schedule 5;

1.1.7. 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 in any material respect when made or deemed to be made; or

1.1.8. an Event of Default occurs.

1.2. If any of the events listed in Paragraph 1.1 of this Schedule 5 occurs and is continuing unremedied or unwaived, 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

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 1 of this Schedule 5.

3. Extension of Statutory Powers

3.1. The statutory powers of leasing and accepting surrenders conferred on mortgagees under the Law of Property Act 1925, and by any other statute, are extended so as to authorise the Lender and any Receiver, at any time after the security constituted by this debenture has become enforceable, whether in its own name or in that of the Borrower, to:

3.1.1. grant any lease or agreement for lease;

3.1.2. accept surrenders of leases; or

3.1.3. 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,

3.2. whether or not at a premium and containing such covenants on the part of the **Borrower, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender)** as the Lender or Receiver thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925

4. Protection of Third Parties

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

4.1.1. whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;

4.1.2. whether any power the Lender or a Receiver is purporting to exercise has become exercisable; or

4.1.3. how any money paid to the Lender, any Receiver or any Delegate is to be applied.

5. No Liability As Mortgagee in Possession

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:

6.1.1. appoint by way of deed, or otherwise in writing, any one or more person or persons to be a Receiver of all or any part of the Charged Property; and

6.1.2. (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, each Receiver 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

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;

9.1.1. the power to do all such acts and things that an absolute owner could do in the management of that part of the Charged Property over which the Receiver is appointed; and

9.1.2. the powers set out in Schedule 6.

10. Order of Application of Proceeds

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

10.1.1. 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);

10.1.2. second, in paying the remuneration of any Receiver (as agreed between the Receiver and the Lender);

10.1.3. third, in or towards discharge of the Secured Liabilities in such order and manner as the Lender determines; and

10.1.4. finally, in paying any surplus to the Borrower or any other person entitled to it.

11. Appropriation

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

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

13. Power of Attorney

13.1. 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 that:

13.1.1. the Borrower is required to execute and do under this debenture, including execute any document required by the Lender under Paragraph 6 of Part 1 of Schedule 3; and

13.1.2. 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.

14. Ratification of Acts of Attorney

The Borrower ratifies and confirms, and agrees to ratify and confirm, anything that 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 Paragraph 13 of this Schedule 5.

15. Appointment of An Administrator

15.1. 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 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this debenture becomes enforceable.

15.2. Any appointment under this Paragraph 15 shall:

15.2.1. be in writing signed by a duly authorised signatory of the Lender; and

15.2.2. 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.

15.3. 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 15 and appoint a replacement for any Administrator whose appointment ends for any reason under that paragraph.

SCHEDULE 6

Further Powers of a Receiver

1. **Power to Repair and Develop Charged Property**
A Receiver may undertake or complete any works of repair, building or development on the Charged Property (where relevant).
2. **Power to Surrender Leases**
A Receiver may grant, or accept surrenders of, any leases or tenancies affecting the Charged Property (where relevant) on such terms, and subject to such conditions, as he thinks fit.
3. **Power to Employ Personnel and Advisors**
A Receiver may provide services and employ, or engage, such managers, contractors and other personnel and professional advisors on such terms as he thinks fit.
4. **Power to Make VAT Elections**
A Receiver may make exercise or revoke any value added tax option to tax as he thinks fit.
5. **Power to Charge for Remuneration**
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**
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 take possession of the Charged Property with like rights.
7. **Power to Manage or Reconstruct the Borrower's Business**
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**
A Receiver may grant options and licences over all or any part of the Charged Property, sell, assign, lease and accept surrenders of leases of (or concur in selling, assigning, leasing or accepting surrenders of leases of) all or any of the Charged Property in respect of which he is appointed for such consideration and, in such manner (including, without limitation, by public auction or private sale) and generally on such terms and conditions as he thinks fit. A Receiver may promote, or concur in promoting, a company to purchase the Charged Property to be disposed of by him.
9. **Power to Sever Fixtures and Fittings**

A Receiver may sever and sell separately any fixtures or fittings from the Property without the consent of the Borrower.

10. Power to Sell Book Debts

A Receiver may sell and assign all or any book debts of the Borrower in respect of which he is appointed in such manner, and generally on such terms and conditions, as he thinks fit.

11. Power to Improve the Equipment

A Receiver may make substitutions of, or improvements to, such equipment and other tangible moveable property for the time being owned by the Borrower as he may think expedient.

12. Power to Make Settlements

A Receiver may make any arrangement, settlement or compromise between the Borrower and any other person that he may think expedient.

13. Power to Make Calls on Borrower Members

A Receiver may make calls conditionally or unconditionally on the members of the Borrower in respect of uncalled capital with, for that purpose and for the purpose of enforcing payments of any calls so made, the same powers as are conferred by the articles of association of the Borrower on its directors in respect of calls authorised to be made by them.

14. Power to Appoint

A Receiver may appoint managers, officers, servants, workmen and agents for the purposes of this Schedule 6 at such salaries, for such periods and on such terms as he may determine.

15. Power to Insure

A Receiver may, if he thinks fit, but without prejudice to the indemnity in Clause 9, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Borrower under this debenture.

16. Powers Under Law of Property Act 1925

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.

17. Power to Borrow

A Receiver may, for any of the purposes authorised by this Schedule 6, raise money by borrowing from the Lender (or from any other person) either unsecured or 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).

18. Power to Redeem Prior Encumbrances

A Receiver may redeem any prior Encumbrance and settle and pass the accounts to which the Encumbrance 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.

19. Incidental Powers

19.1. A Receiver may do all such other acts and things:

- 19.1.1. as he may consider desirable or necessary for realising any of the Charged Property;
- 19.1.2. as he may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law; or
- 19.1.3. which he lawfully may or can do as agent for the Borrower.

20. Scope of Powers

Any exercise of any of the powers given by this Schedule 6 may be on behalf of the Borrower, the directors of the Borrower (in the case of the power contained in Paragraph 13 of this Schedule 6) or himself.

**EXECUTED as a DEED by
EPM TECHNOLOGY LIMITED**

acting by a Director

Geoffrey M. M. M. M.

[Signature]

Director

in the presence of:

Witness' signature:

[Signature]

Name (in block capitals): *ANDREW WAUGH*

Address: *371 DUFFIELD ROAD*

ALFSTREE

DEB

DEER 202

EXECUTED AS A DEED
under the common seal of
DERBY CITY COUNCIL

.....
Authorised Signatory

.....
Authorised Signatory

FREETHS

DATED

21st October

2016

- (1) EPM TECHNOLOGY LIMITED
- (2) DERBY CITY COUNCIL

DEBENTURE

CONTENTS

1.	DEFINITIONS AND INTERPRETATION	1
2.	COVENANT TO PAY	5
3.	GRANT OF SECURITY	5
4.	LIABILITY OF THE BORROWER	7
5.	REPRESENTATIONS AND WARRANTIES	7
6.	COVENANTS	7
7.	POWERS OF THE LENDER	7
8.	ENFORCEMENT	7
9.	COSTS AND INDEMNITY	8
10.	RELEASE	9
11.	ASSIGNMENT AND TRANSFER	9
12.	FURTHER PROVISIONS	9
13.	NOTICES	11
14.	GOVERNING LAW AND JURISDICTION	12
15.	CONFLICTS	12
	SCHEDULE 1	13
	Property	13
	DESCRIPTION OF PROPERTY	13
	SCHEDULE 2	14
	Representations and Warranties	14
	SCHEDULE 3	15
	Covenants	15
	SCHEDULE 4	21
	Powers of the Lender	21
	SCHEDULE 5	23
	Enforcement	23
	SCHEDULE 6	28
	Further Powers of a Receiver	28

THIS DEED is made on
BETWEEN

21st October

2016

(1) the Borrower

EPM TECHNOLOGY LIMITED

Registered Number: 03311665

Registered Office: Westside Park, Derby, Derbyshire
DE21 7AZ

(2) the Lender

DERBY CITY COUNCIL

Address: Council House, Corporation
Street Derby DE1 2FS

BACKGROUND

- (A) The Lender has agreed, pursuant to the Facility Agreement, to provide the Borrower with loan facilities on a secured basis.
- (B) Under this debenture, the Borrower provides security to the Lender for the loan facilities made available under the Facility Agreement.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

The definitions and rules of interpretation in this clause apply in this debenture.

Administrator an administrator appointed to manage the affairs, business and property of the Borrower pursuant to Paragraph 15 of Schedule 5;

Business Day a day (other than a Saturday or Sunday) on which commercial banks are open for general business in London and deposits are dealt with on the London Interbank Market;

Charged Property all the assets, property and undertaking for the time being, subject to the security interests 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, without limitation, costs and damages in connection with litigation, professional

	fees, disbursements and any value added tax charged on Costs;
Encumbrance	any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect;
Environment	the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media;
Environmental Law	all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment;
Event of Default	has the same meaning as that given under the Facility Agreement;
Facility Agreement	the facility agreement dated 13 September 2013 between the Borrower and the Lender as amended and restated on 19 December 2014, 19 November 2015 and on or around the date of this debenture and as otherwise amended from time to time;
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 (<i>SI 2003/3226</i>);
Finance Documents	has the same meaning as that given under the Facility Agreement;
Insurance Policies	each contract or policy of insurance effected or maintained from time to time in respect of the Property;
Permitted Security	has the same meaning as that given under the

Property	Facility Agreement; the freehold or leasehold property (whether registered or unregistered) owned by the Borrower described in Schedule 1;
Receiver	a receiver, manager or receiver and manager of any or all of the Charged Property appointed under Paragraph 6 of Schedule 5;
Schedule of Works	has the same meaning as that given under the Facility Agreement;
Secured Liabilities	all present and future monies, obligations and liabilities owed by the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Finance Documents (including, without limitation, those arising under Clause 12.3.2.); together with all interest (including, without limitation, default interest) accruing in respect of those monies or liabilities;
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. Interpretation

Unless the context otherwise requires, in this debenture:

- 1.2.1. a reference to a statute or statutory provision includes a reference to any subordinate legislation made under that statute or statutory provision, to any modification, re-enactment or extension of that statute or statutory provision and to any former statute or statutory provision that it consolidated or re-enacted before the date of this debenture;
- 1.2.2. a reference to one gender includes a reference to the other genders;
- 1.2.3. words in the singular include the plural and in the plural include the singular;

- 1.2.4. a reference to a clause or Schedule is to a clause of, or Schedule to, this debenture, and references to paragraphs are to paragraphs of the relevant Schedule;
- 1.2.5. a reference to **this debenture** (or any specified provision of it) or any other document shall be construed as a reference to this debenture, that provision or that document as in force for the time being and as amended or novated from time to time;
- 1.2.6. a reference to a **person** shall include a reference to an individual, firm, corporation, unincorporated body of persons, or any state or any agency of a person;
- 1.2.7. a reference to an **amendment** includes a supplement, variation, novation or re-enactment (and **amended** shall be construed accordingly);
- 1.2.8. a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.9. a reference to an **authorisation** includes an authorisation, consent, licence, approval, resolution, exemption, filing, registration and notarisation;
- 1.2.10. a reference to 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; and
- 1.2.11. clause, schedule and paragraph headings shall not affect the interpretation of this debenture.

1.3. Clawback

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.

1.4. Nature of security over real property

A reference in this debenture to a charge or mortgage of any freehold, leasehold or commonhold property includes:

- 1.4.1. all buildings and fixtures (including trade and tenant's fixtures) that are situated on that property at any time;
- 1.4.2. the proceeds of the sale of any part of that property; and

1.4.3. 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.

1.5. Law of Property (Miscellaneous Provisions) Act 1989

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

1.6. Third party rights

A third party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this debenture.

1.7. Perpetuity period

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).

1.8. Insolvency Act 1986

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.

1.9. Schedules

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.

2. COVENANT TO PAY

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

3. GRANT OF SECURITY

3.1. Charging clause

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee:

3.1.1. charges to the Lender, by way of first legal mortgage, all the Property specified in Schedule 2;

3.1.2. assigns to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities, all its rights in each Insurance Policy;

- 3.1.3. charges to the Lender, by way of floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned pursuant to Clauses 3.1.1. and 3.1.2..
- 3.2. Automatic conversion of floating charge
- The floating charge created by Clause 3.1.3. shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if:
- 3.2.1. the Borrower:
- 3.2.1.1. (save in respect of the Permitted Security) creates, or attempts to create, without the prior written consent of the Lender, an Encumbrance or a trust in favour of another person on all or any part of the Charged Property; or
- 3.2.1.2. disposes, or attempts to dispose of, all or any part of the Charged Property (other than Charged Property that is only subject to the floating charge while it remains uncrystallised);
- 3.2.2. a receiver is appointed over all or any of the Charged Property that is subject to the floating charge;
- 3.2.3. any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Charged Property; or
- 3.2.4. the Lender receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Borrower.
- 3.3. Conversion of floating charge by notice
- The Lender may, in its sole discretion, 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 if:
- 3.3.1. any of the events set out in Paragraph 1 of Schedule 5 occurs and is continuing; or
- 3.3.2. the Lender considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- 3.4. Assets acquired after any floating charge crystallisation
- Any asset acquired by the Borrower after any crystallisation of the floating charge created under this debenture which, but for that crystallisation, would be subject to a floating charge under this debenture, shall (unless the Lender confirms otherwise to the Borrower in writing) be charged to the Lender by way of fixed charge.

4. LIABILITY OF THE BORROWER

4.1. Liability not discharged

The Borrower's liability under this debenture in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- 4.1.1. any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- 4.1.2. 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
- 4.1.3. 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.

4.2. Immediate recourse

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. REPRESENTATIONS AND WARRANTIES

The Borrower makes the representations and warranties set out in Schedule 2 to the Lender. The representations and warranties set out in Schedule 2 are made by the Borrower on the date of this debenture are deemed to be made by the Borrower on each day of the Security Period with reference to the facts and circumstances then existing.

6. COVENANTS

The Borrower covenants with the Lender on the terms set out in Schedule 3.

7. POWERS OF THE LENDER

The Lender shall have the powers set out in Schedule 4.

8. ENFORCEMENT

8.1. Enforcement events

The security constituted by this debenture shall be immediately enforceable if any of the events set out in Paragraph 1 of Schedule 5 occurs. The parties to this

debenture agree that the provisions of Schedule 5 shall apply to this debenture and shall be binding between them.

8.2. Receiver's powers

A Receiver shall have, in addition to the powers conferred on receivers by statute, the further powers set out in Schedule 6.

8.3. Right of appropriation

8.3.1. To the extent that:

8.3.1.1. the Charged Property constitutes Financial Collateral; and

8.3.1.2. 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 by this debenture has become enforceable, to appropriate all or any of that Charged Property in or towards the payment or discharge of the Secured Liabilities in such order as the Lender may, in its absolute discretion, determine.

8.3.2. 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 reasonably select (including independent valuation).

8.3.3. The Borrower agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

9. **COSTS AND INDEMNITY**

9.1. Costs

The Borrower shall pay to, or reimburse, the Lender and any Receiver on demand, on a full indemnity basis, all Costs incurred by the Lender or any Receiver in connection with:

9.1.1. this debenture or the Charged Property;

9.1.2. protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's or Receiver's rights under this debenture;

9.1.3. suing for, or recovering, any of the Secured Liabilities,

(including, without limitation, the Costs of any proceedings in connection with this debenture or the Secured Liabilities), together with interest on any amount due

under Clause 9.1.2. and Clause 9.1.3. at the default rate of interest specified in the Facility Agreement.

9.2. Indemnity

The Lender and 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:

- 9.2.1. the exercise, or purported exercise, of any of the powers, authorities or discretions vested in them under this debenture;
- 9.2.2. any matter or thing done, or omitted to be done, in relation to the Charged Property under those powers; or
- 9.2.3. any default or delay by the Borrower in performing any of its obligations under this debenture.

10. RELEASE

Subject to Clause 12.3, 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.

11. ASSIGNMENT AND TRANSFER

11.1. Assignment by Lender

The Lender may not, other than with the prior written consent of the Borrower, assign, transfer or novate either in law or in equity all or any of its rights, benefits and/or obligations in respect of this debenture, in whole or in part other than:

- 11.1.1. to any other public body or authority;
- 11.1.2. to such body or bodies as may be required by central government; and
- 11.1.3. transfers made when an Event of Default is continuing.

11.2. Assignment by Borrower

The Borrower may not assign any of its rights, or transfer any of its obligations, under this debenture, or enter into any transaction that would result in any of those rights or obligations passing to another person.

12. FURTHER PROVISIONS

12.1. Independent security

This debenture shall be in addition to, and independent of, every other security or guarantee that 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.

12.2. Continuing security

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.

12.3. Discharge conditional

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:

12.3.1. 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

12.3.2. 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.

12.4. Certificates

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.

12.5. Rights cumulative

The rights and remedies of the Lender conferred by this debenture are cumulative, may be exercised as often as the Lender considers appropriate, and are in addition to its rights and remedies under the general law.

12.6. Variations and waivers

Any waiver or variation of any right or remedy by the Lender (whether arising under this debenture or under the general law), or any consent given under this debenture, is only be effective if it is in writing and signed by the waiving, varying or consenting party, and applies only in the circumstances for which it was given, and shall not prevent the party giving it from subsequently relying on the relevant provision.

12.7. Further exercise of rights

No act or course of conduct or negotiation by, or on behalf of, the Lender shall, in any way, preclude the Lender from exercising any right or remedy under this debenture or constitute a suspension or variation of any such right or remedy.

12.8. Delay

No delay or failure to exercise any right or remedy under this debenture shall operate as a waiver of that right or remedy.

12.9. Single or partial exercise

No single or partial exercise of any right or remedy under this debenture shall prevent any further or other exercise of that right or remedy, or the exercise of any other right or remedy under this debenture.

12.10. Consolidation

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

12.11. Partial invalidity

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.

12.12. Counterparts

This debenture may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

13. NOTICES

13.1. Service

Each notice or other communication required to be given under, or in connection with, this debenture shall be in writing addressed to the other party at the address for the party on page 1 of this deed or such address as may at the relevant time have been notified pursuant to this clause to the party giving the notice and may be delivered personally or sent by pre-paid first-class letter or fax.

13.2. Receipt by Borrower

Any notice or other communication that the Lender gives shall be deemed to have been received:

13.2.1. if sent by fax, when received in legible form;

13.2.2. if given by hand, at the time of actual delivery; and

13.2.3. if posted, on the third Business Day after the day it was sent by pre-paid first-class post.

A notice or other communication given as described in Clause 13.2.1. or Clause 13.2.2. on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

13.3. Receipt by Lender

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

14. GOVERNING LAW AND JURISDICTION

14.1. Governing law

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 law of England and Wales.

14.2. Jurisdiction

The parties to this debenture irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises 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 that other jurisdiction.

14.3. Other service

The Borrower irrevocably consents to any process in any proceedings being served on it in accordance with the provisions of this debenture relating to service of notices. Nothing contained in this debenture shall affect the right to serve process in any other manner permitted by law.

15. CONFLICTS

15.1. In the event of any conflict between the terms of this debenture and the terms of the Facility Agreement, the terms of the Facility Agreement shall prevail.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1
Property

DESCRIPTION OF PROPERTY	LEASEHOLD / FREEHOLD	TITLE NUMBER
Units 3 & 4, Westside Park, Belmore Way, Raynesway, Derby DE21 7AY	Freehold	DY480399

SCHEDULE 2

Representations and Warranties

1. **Ownership of Charged Property**

The Borrower is the legal and beneficial owner of the Charged Property.

2. **No Encumbrances**

The Charged Property is free from any Encumbrance other than Permitted Security and the Encumbrances created by this debenture.

3. **Adverse Claims**

The Borrower has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Property or any interest in it.

4. **Adverse Covenants**

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever, that materially and adversely affect the Charged Property.

5. **No Breach of Laws**

There is no breach of any law or regulation that materially and adversely affects the Charged Property.

6. **No Interference in Enjoyment**

No facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use.

7. **No Overriding Interests**

Nothing has arisen, has been created or is subsisting, which would be an overriding interest in the Property.

8. **Avoidance of Security**

No Encumbrance expressed to be created under this debenture is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Borrower or otherwise.

9. **No Prohibitions or Breaches**

There is no prohibition on assignment in any Insurance Policy and the entry into this debenture by the Borrower does not, and will not, constitute a breach of any Insurance Policy or any other agreement or instrument binding on the Borrower or its assets.

10. **Environmental Compliance**

The Borrower has, at all times, complied in all material respects with all applicable Environmental Law.

SCHEDULE 3

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:

1.1.1. create, purport to create or permit to subsist any Encumbrance on, or in relation to, any Charged Property other than any Encumbrance created by this debenture or any Permitted Security;

1.1.2. 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, in the ordinary course of business, Charged Property which is only subject to an uncrystallised floating charge); or

1.1.3. 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

The Borrower shall not do, or permit to be done, any act or thing that 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:

3.1.1. procure the prompt observance and performance of the covenants and other obligations imposed on the Borrower's counterparties; and

3.1.2. 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. Notice of Breaches

4.1. The Borrower shall, promptly on becoming aware of any of the same, give the Lender notice in writing of:

4.1.1. any representation or warranty set out in Schedule 2 which is incorrect or misleading in any material respect when made or deemed to be repeated; and

4.1.2. any breach of any covenant set out in this Schedule 3.

5. Title Documents

- 5.1. The Borrower shall, on the execution of this debenture (or, if later, the date of acquisition of the relevant Charged Property), deposit with the Lender and the Lender shall, for the duration of this debenture be entitled to hold:
- 5.1.1. all deeds and documents of title relating to the Property which are in the possession or control of the Borrower (and if these are not within the possession or control of the Borrower, the Borrower undertakes to obtain possession of all such deeds and documents of title); and
- 5.1.2. all Insurance Policies.
6. Notices to be Given By the Borrower
- 6.1. The Borrower shall within five days of the execution of this debenture give notice to each insurer of the assignment of the Borrower's rights and interest in and under each Insurance Policy pursuant to Clause 3.1.2. and shall use its best endeavours to procure that each addressee of any such notice promptly provides an acknowledgement of the Lender's interest to the Lender.
- 6.2. The Borrower shall obtain the Lender's prior approval of the form of any notice or acknowledgement to be used under this Paragraph 6.
7. Further Assurance
- 7.1. The Borrower shall, at its own cost:
- 7.1.1. prepare and execute, in favour of the Lender and in such form as the Lender may reasonably require, such further mortgages, charges or transfers of or over all or any part of the Charged Property referred to in clauses 3.1.1 and 3.1.2 as the Lender may, in its absolute discretion, require from time to time; and
- 7.1.2. 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.
8. Appointment of Accountants
- 8.1. The Borrower shall:
- 8.1.1. at its own cost, if the Lender requires, appoint an accountant or firm of accountants nominated by the Lender to investigate the financial affairs of the Borrower and report to the Lender; and
- 8.1.2. co-operate fully with any accountants so appointed and immediately provide them with all information requested.
- 8.2. The Borrower authorises the Lender to appoint, at any time (and without any further authority from the Borrower), an accountant or firm of accountants to investigate the financial affairs of the Borrower and to report to the Lender. If the Lender does appoint an accountant or firm of accountants, the Borrower shall pay the reasonable fees and expenses of those accountants but, if the Lender pays those fees and

expenses on the Borrower's behalf, the Borrower shall reimburse the Lender under Clause 9.

9. Borrower's Waiver of Set-off

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).

Part 2 - Insurance Covenants

1. Insurance

1.1. The Borrower:

- 1.1.1. shall (if the Lender so requires) produce to, or deposit with, the Lender each Insurance Policy and the receipts for all premiums and other payments necessary for effecting and keeping up each Insurance Policy; and
- 1.1.2. shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any Insurance Policy.

2. Insurance Policies' Proceeds

- 2.1. All monies payable under any Insurance Policy at any time (whether or not the security constituted by this debenture has become enforceable) shall:
 - 2.1.1. if they are not paid directly to the Lender by the insurers, be held by the Borrower as trustee of the same for the benefit of the Lender (and the Borrower shall account for them to the Lender); and
 - 2.1.2. at the option of the Lender if an Event of Default is outstanding but otherwise at the option of the Borrower, be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or in, or towards, discharge or reduction of the Secured Liabilities (but subject to Paragraph 12 of Schedule 5).

Part 3 - Property Covenants

1. Maintenance and Insurance

1.1. The Borrower shall:

- 1.1.1. keep all buildings and all fixtures on each Property in good and substantial repair and condition and, where the landlord is responsible for insurance, make all reasonable efforts to ensure that the landlord insures in accordance with the terms of the relevant lease;
- 1.1.2. if the Borrower is responsible for insuring the Property, insure, and keep insured, those buildings and fixtures with such insurer and against such risks, in such amounts and otherwise on such terms as the Lender may

reasonably require (or, failing such requirement, in accordance with the practice in respect of items of the same type which are current amongst prudent businessmen from time to time); and

- 1.1.3. if the Borrower is responsible for insuring the Property, procure that the interest of the Lender is noted on all those insurance policies or, at the option of the Lender, that those insurance policies are issued in the joint names of the Lender and the Borrower.

2. Preservation of Property and Fixtures

2.1. The Borrower shall not, without the prior written consent of the Lender (which shall be deemed to be given insofar as any of the activities below are contained in the Schedule of Works):

- 2.1.1. pull down or remove the whole, or any part of, any building forming part of the Property; or
- 2.1.2. make any material alterations to the Property, or sever or remove any of its fixtures;

3. Conduct of Business on Property

The Borrower shall carry on its trade and business on those parts (if any) of the Property as are used for the purposes of trade or business in accordance with the standards of good management from time to time current in such trade or business.

4. Planning Information

4.1. The Borrower shall:

- 4.1.1. give full particulars to the Lender of any notice, order, direction, designation, resolution or proposal given or made by any planning authority or other public body or authority ("Planning Notice") that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Planning Notice; and
- 4.1.2. (if the Lender so requires) immediately, and at the cost of the Borrower, take all reasonable and necessary steps to comply with any Planning Notice, and make, or join with the Lender in making, such objections or representations in respect of any such Planning Notice as the Lender may reasonably require.

5. Compliance With Covenants and Payment of Rent

5.1. The Borrower shall:

- 5.1.1. observe and perform all covenants, stipulations and conditions to which each Property, or the use of it, is or may be subjected, and (if the Lender so requires) produce evidence sufficient to satisfy the Lender that those

covenants, stipulations and conditions have been observed and performed; and

- 5.1.2. (without prejudice to the generality of the foregoing) where the Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time, and perform and observe all the tenant's covenants and conditions.

6. Maintenance of Interests in Property

- 6.1. The Borrower shall not, without the prior written consent of the Lender:

6.1.1. grant, or agree to grant, any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing (or agreeing to lease) or of accepting (or agreeing to accept) surrenders under sections 99 or 100 of the Law of Property Act 1925; or

6.1.2. in any other way dispose of, or agree to dispose of, surrender or create any legal or equitable estate or interest in the whole or any part of the Property.

7. Registration Restrictions

The Borrower shall procure that no person shall be registered under the Land Registration Acts 1925 to 2002 as proprietor of the Property without the prior written consent of the Lender. The Borrower shall be liable for the Costs of the Lender in lodging cautions against the registration of the title to the whole or any part of the Property from time to time.

8. Development Restrictions

The Borrower shall not, without the prior written consent of the Lender (which shall be deemed to be given insofar as any of the activities below are contained in the Schedule of Works), carry out, or permit, or suffer to be carried out on the Property any development as defined in the Town and Country Planning Act 1990 or change or permit or suffer to be changed the use of the Property.

9. Environment

- 9.1. The Borrower shall:

9.1.1. comply with all the requirements of Environmental Law both in the conduct of its general business and in the management, possession or occupation of each Property; and

9.1.2. obtain and comply with all authorisations, permits and other types of licences necessary under Environmental Law.

10. No Restrictive Obligations

The Borrower shall not, without the prior written consent of the Lender, enter into any onerous or restrictive obligations affecting the whole or any part of the Property, or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of the Property.

11. Proprietary Rights

The Borrower shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property without the prior written consent of the Lender.

12. Inspection

The Borrower shall permit the Lender, any Receiver and any person appointed by either of them to enter on and inspect the Property on reasonable prior notice.

13. Property Information

The Borrower shall inform the Lender promptly of any acquisition by the Borrower of, or contract made by the Borrower to acquire, any freehold, leasehold or other interest in any property.

14. Registration at the Land Registry

14.1. The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to each Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] 2016 in favour of Derby City Council referred to in the charges register."

SCHEDULE 4

Powers of the Lender

1. Power to Remedy

The Lender shall be entitled (but shall not be bound) to remedy, at any time, a breach by the Borrower of any of its obligations contained in this debenture, and the Borrower irrevocably authorises the Lender and its agents to do everything necessary or desirable for that purpose.

2. Exercise of Rights

The rights of the Lender under Paragraph 1 of this Schedule 4 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 may, as agent for the Borrower, dispose of any chattels or produce found on the Property.

3.2. Without prejudice to any obligation to account for the proceeds of any disposal made under Paragraph 3.1 of this Schedule 4, the Borrower shall indemnify the Lender and any Receiver against any liability arising from such disposal.

4. Prior Encumbrances

4.1. At any time after the security constituted by this debenture has become enforceable, or after any powers conferred by any Encumbrance having priority to this debenture shall have become exercisable, the Lender may:

4.1.1. redeem such or any other prior Encumbrance, or procure its transfer to itself; and

4.1.2. settle any account of the holder of any prior Encumbrance.

Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Borrower. All monies paid by the Lender to the holder of an Encumbrance 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 rate of interest specified in the Facility Agreement and be secured as part of the Secured Liabilities.

5. Conversion of Currency

5.1. For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Lender may convert any monies received, recovered or realised by it under this debenture (including the proceeds of any previous conversion under this Paragraph

- 5) from their existing currencies into such other currencies as the Lender may think fit.
- 5.2. Any such conversion shall be effected at the Lender's bank's then prevailing spot selling rate of exchange for such other currency against the existing currency.
- 5.3. Each reference in this Paragraph 5 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.
6. New Accounts
- 6.1. If the Lender receives notice of any subsequent Encumbrance, 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.
- 6.2. If the Lender does not open a new account immediately on receipt of notice under Paragraph 6.1 of this Schedule 4, 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.
7. Lender's Set-off Rights
- 7.1. If the Lender has more than one account for the Borrower in its books, the Lender may at any time after:
- 7.1.1. the security constituted by this debenture has become enforceable; or
- 7.1.2. the Lender has received notice of any subsequent Encumbrance or other interest affecting all or any part of the Charged Property,
- 7.2. transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account that may be in debit (but the Lender shall notify the Borrower of the transfer once made).
8. 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 any such person 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 5

Enforcement

1. Enforcement Events

1.1. This debenture shall be enforceable if:

- 1.1.1.** 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);
- 1.1.2.** the Borrower is in breach of any of its obligations under this debenture or under any other agreement between the Borrower and 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;
- 1.1.3.** the Borrower:
 - 1.1.3.1.** 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);
 - 1.1.3.2.** commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness; or
 - 1.1.3.3.** makes a general assignment for the benefit of, or a composition with, its creditors;
- 1.1.4.** the Borrower passes any resolution, takes any corporate action, 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;
- 1.1.5.** a distress, execution, attachment or other legal process is levied, enforced on or sued against all or any part of the assets of the Borrower and remains undischarged for seven days;
- 1.1.6.** any event occurs in relation to the Borrower in a jurisdiction other than England and Wales that is analogous to those set out in Paragraph 1.1.3., Paragraph 1.1.4. or Paragraph 1.1.5. of this Schedule 5;

- 1.1.7. 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 in any material respect when made or deemed to be made; or
 - 1.1.8. an Event of Default occurs.
- 1.2. If any of the events listed in Paragraph 1.1 of this Schedule 5 occurs and is continuing unremedied or unwaived, 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

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 1 of this Schedule 5.
- 3. Extension of Statutory Powers
 - 3.1. The statutory powers of leasing and accepting surrenders conferred on mortgagees under the Law of Property Act 1925, and by any other statute, are extended so as to authorise the Lender and any Receiver, at any time after the security constituted by this debenture has become enforceable, whether in its own name or in that of the Borrower, to:
 - 3.1.1. grant any lease or agreement for lease;
 - 3.1.2. accept surrenders of leases; or
 - 3.1.3. 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,
 - 3.2. whether or not at a premium and containing such covenants on the part of the Borrower, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Lender or Receiver thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925
- 4. Protection of Third Parties
 - 4.1. No purchaser, mortgagee or other person dealing with the Lender or any Receiver shall be concerned to enquire:
 - 4.1.1. whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
 - 4.1.2. whether any power the Lender or a Receiver is purporting to exercise has become exercisable; or

- 4.1.3. how any money paid to the Lender, any Receiver or any Delegate is to be applied.

5. No Liability As Mortgagee in Possession

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:

6.1.1. appoint by way of deed, or otherwise in writing, any one or more person or persons to be a Receiver of all or any part of the Charged Property; and

6.1.2. (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, each Receiver 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

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;
- 9.1.1. the power to do all such acts and things that an absolute owner could do in the management of that part of the Charged Property over which the Receiver is appointed; and
- 9.1.2. the powers set out in Schedule 6.
10. Order of Application of Proceeds
- 10.1. All monies received by the Lender or a Receiver in the exercise of any enforcement powers conferred by this debenture shall be applied:
- 10.1.1. 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);
- 10.1.2. second, in paying the remuneration of any Receiver (as agreed between the Receiver and the Lender);
- 10.1.3. third, in or towards discharge of the Secured Liabilities in such order and manner as the Lender determines; and
- 10.1.4. finally, in paying any surplus to the Borrower or any other person entitled to it.
11. Appropriation
- 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
- All monies received by the Lender or a Receiver under this debenture may, at the discretion of the Lender or Receiver, be credited to a suspense or securities realised account and be held in such account for so long as the Lender or Receiver thinks fit, and shall bear interest at such rate, if any, as may be agreed in writing between the Lender and the Borrower.
13. Power of Attorney
- 13.1. 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 that:
- 13.1.1. the Borrower is required to execute and do under this debenture, including execute any document required by the Lender under Paragraph 6 of Part 1 of Schedule 3; and

13.1.2. 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.

14. Ratification of Acts of Attorney

The Borrower ratifies and confirms, and agrees to ratify and confirm, anything that 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 Paragraph 13 of this Schedule 5.

15. Appointment of An Administrator

15.1. 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 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this debenture becomes enforceable.

15.2. Any appointment under this Paragraph 15 shall:

15.2.1. be in writing signed by a duly authorised signatory of the Lender; and

15.2.2. 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.

15.3. 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 15 and appoint a replacement for any Administrator whose appointment ends for any reason under that paragraph.

SCHEDULE 6

Further Powers of a Receiver

1. Power to Repair and Develop Charged Property

A Receiver may undertake or complete any works of repair, building or development on the Charged Property (where relevant).

2. Power to Surrender Leases

A Receiver may grant, or accept surrenders of, any leases or tenancies affecting the Charged Property (where relevant) on such terms, and subject to such conditions, as he thinks fit.

3. Power to Employ Personnel and Advisors

A Receiver may provide services and employ, or engage, such managers, contractors and other personnel and professional advisors on such terms as he thinks fit.

4. Power to Make VAT Elections

A Receiver may make exercise or revoke any value added tax option to tax as he thinks fit.

5. Power to Charge for Remuneration

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

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 take possession of the Charged Property with like rights.

7. Power to Manage or Reconstruct the Borrower's Business

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

A Receiver may grant options and licences over all or any part of the Charged Property, sell, assign, lease and accept surrenders of leases of (or concur in selling, assigning, leasing or accepting surrenders of leases of) all or any of the Charged Property in respect of which he is appointed for such consideration and, in such manner (including, without limitation, by public auction or private sale) and generally on such terms and conditions as he thinks fit. A Receiver may promote, or concur in promoting, a company to purchase the Charged Property to be disposed of by him.

9. Power to Sever Fixtures and Fittings

A Receiver may sever and sell separately any fixtures or fittings from the Property without the consent of the Borrower.

10. Power to Sell Book Debts

A Receiver may sell and assign all or any book debts of the Borrower in respect of which he is appointed in such manner, and generally on such terms and conditions, as he thinks fit.

11. Power to Improve the Equipment

A Receiver may make substitutions of, or improvements to, such equipment and other tangible moveable property for the time being owned by the Borrower as he may think expedient.

12. Power to Make Settlements

A Receiver may make any arrangement, settlement or compromise between the Borrower and any other person that he may think expedient.

13. Power to Make Calls on Borrower Members

A Receiver may make calls conditionally or unconditionally on the members of the Borrower in respect of uncalled capital with, for that purpose and for the purpose of enforcing payments of any calls so made, the same powers as are conferred by the articles of association of the Borrower on its directors in respect of calls authorised to be made by them.

14. Power to Appoint

A Receiver may appoint managers, officers, servants, workmen and agents for the purposes of this Schedule 6 at such salaries, for such periods and on such terms as he may determine.

15. Power to Insure

A Receiver may, if he thinks fit, but without prejudice to the indemnity in Clause 9, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Borrower under this debenture.

16. Powers Under Law of Property Act 1925

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.

17. Power to Borrow

A Receiver may, for any of the purposes authorised by this Schedule 6, raise money by borrowing from the Lender (or from any other person) either unsecured or 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).

18. Power to Redeem Prior Encumbrances

A Receiver may redeem any prior Encumbrance and settle and pass the accounts to which the Encumbrance 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.

19. Incidental Powers

19.1. A Receiver may do all such other acts and things:

19.1.1. as he may consider desirable or necessary for realising any of the Charged Property;

19.1.2. as he may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law; or

19.1.3. which he lawfully may or can do as agent for the Borrower.

20. Scope of Powers

Any exercise of any of the powers given by this Schedule 6 may be on behalf of the Borrower, the directors of the Borrower (in the case of the power contained in Paragraph 13 of this Schedule 6) or himself.

EXECUTED as a DEED by
EPM TECHNOLOGY LIMITED
acting by a Director

.....
Director

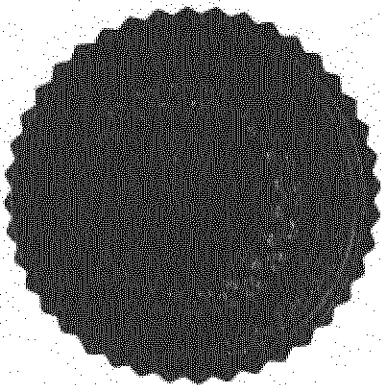
in the presence of:

Witness' signature:

Name (in block capitals):

Address:

EXECUTED AS A DEED
under the common seal of
DERBY CITY COUNCIL



A handwritten signature in black ink, consisting of a large 'D' followed by a stylized 'R' and a horizontal line, positioned above a dotted line.

Authorised Signatory

A handwritten signature in black ink, appearing to read 'K. Hore' followed by a horizontal line, positioned above a dotted line.

Authorised Signatory