



Registration of a Charge

Company name: **ALREC IN-STORE LTD**

Company number: **03467040**



X2K8WGG9

Received for Electronic Filing: **01/11/2013**

Details of Charge

Date of creation: **15/10/2013**

Charge code: **0346 7040 0004**

Persons entitled: **COOPERATIEVE RABOBANK UTRECHT EN OMSTREKEN U.A.**

Brief description: **EACH CHARGOR CHARGES BY WAY OF A FIRST LEGAL MORTGAGE ALL ESTATES OR INTERESTS IN ANY REAL PROPERTY NOW OWNED BY IT; AND TO THE EXTENT THEY ARE NOT THE SUBJECT OF SUCH MORTGAGE, BY WAY OF FIRST FIXED CHARGE ALL ESTATES OR INTERESTS IN ANY REAL PROPERTY.**

Contains fixed charge(s).

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

Notification of addition to or amendment of charge.

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: **JOSIP STAJFER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3467040

Charge code: 0346 7040 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th October 2013 and created by ALREC IN-STORE LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st November 2013 .

Given at Companies House, Cardiff on 1st November 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Rabobank

DEBENTURE

DATED 15-10-2013

BETWEEN

ALREC IN-STORE LTD

- and -

Coöperatieve Rabobank Utrecht en Omstreken U.A.

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THIS DEED is dated 15-10-2013 and is made **BETWEEN:** **Rabobank**

- (1) THE COMPANIES listed in Schedule 1 as chargors (each a "**Chargor**"); and
- (2) Coöperatieve Rabobank Utrecht en Omstreken U.A. (the "**Lender**").

BACKGROUND:

- (A) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1 INTERPRETATION

1.1 Definitions

In this Deed:

"**Act**" means the Law of Property Act 1925.

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

"**Collateral Instruments**" means negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing a Security Interest.

"**Debts**" means the assets of a Chargor described in clause 3.3(iii).

"**Enforcement Event**" means:

- (a) a Chargor does not pay any of its Secured Liabilities on the due date in accordance with clause 2 at the place and in the currency in which it is expressed to be payable;
- (b) a Chargor is in breach of any of its obligations under this Deed;
- (c) a Chargor is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;
- (d) the value of the assets of any Chargor is less than its liabilities (taking into account contingent and prospective liabilities);
- (e) a moratorium is declared in respect of any indebtedness of any Chargor;
- (f) any corporate action, legal proceedings or other procedure or step is taken in relation to:

- (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Chargor;
- (ii) a composition, compromise, assignment or arrangement with any creditor of any Chargor;
- (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Chargor or any of its assets;
- (iv) enforcement of any Security Interest over any assets of any Chargor; or
- (v) any analogous procedure or step is taken in any jurisdiction;
- (g) any representation, warranty or statement made or deemed to be made by a Chargor under this Deed is or proves to have been incorrect or misleading in any material respect when made or deemed to be made; or
- (h) it is or becomes unlawful for a Chargor to perform any of its obligations under the Finance Documents.

"Finance Documents" means this Deed and each other document designated as such by the the Chargors and the Lender and **"Finance Document"** shall mean any of them.

"Floating Charge Assets" means the Security Assets of each Chargor from time to time expressed to be charged by this Deed by way of floating charge.

"Insurances" means all present and future contracts or policies of insurance (including life policies) in which a Chargor from time to time has an interest.

"Insured Assets" means all of a Chargor's assets of an insurable nature.

"Intellectual Property" means the assets of a Chargor described in clause 3.3(vi).

"Party" means a party to this Deed.

"Real Property" means any freehold or leasehold property and includes:

- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property;
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants; and
- (iii) all rights from time to time attached or appurtenant to any of the foregoing.

"Receiver" means an administrative receiver, receiver and manager or a receiver, in each case, appointed under this Deed.



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"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor to the Lender and **"Secured Liability"** shall mean any such obligation or liability.

"Securities" means the assets of each Chargor described in clause 3.3(ii).

"Security Assets" means all assets of each Chargor the subject of any security created by this Deed.

"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect.

"Security Period" means the period beginning on the date of this Deed 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 Construction

- (a) The term **"Finance Document"** includes all amendments and supplements including supplements providing for further advances.
- (b) The term **"this Security"** means any security created by this Deed.
- (c) Any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.
- (d) The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (e) If the Lender considers that an amount paid to it under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (f) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.

2 COVENANT TO PAY

2.1 Covenant to pay

Each Chargor, will pay or otherwise discharge all Secured Liabilities from time to time, at the times at which, in the manner in which, and in the currencies in which they are expressed to be due and payable or due for discharge.

2.2 Interest

- (a) ***Obligation to Pay:*** Each Chargor shall pay interest (as well after as before judgment) on each Secured Liability at such rate and calculated on such basis as may be, or have been, agreed in relation to such Secured Liability or, to the extent not so agreed, at the rate of 2 per cent per annum higher than the rate which would have been payable if the overdue amount had constituted a loan in the currency of the overdue amount for successive interest periods, each of a duration selected by the Lender.
- (b) ***Accrual of Interest:*** Interest as referred to in clause 2.2(a) shall accrue daily (as well after as before judgment) and shall be compounded on the dates selected by the Lender in its discretion. Any interest payable under clause 2.2(a) shall accrue and be payable (as well after as before judgment) from and including the date on which the relevant Secured Liability became due to but excluding the date on which such Secured Liability has been unconditionally and irrevocably paid and discharged in full.
- (c) ***No Duplication:*** To avoid duplication, if and to the extent that any Chargor or any other person liable has paid interest on any overdue Secured Liability, under or pursuant to any agreement or instrument evidencing that Secured Liability, the Lender shall not also be entitled to recover such interest on such overdue Secured Liability from any other Chargor pursuant to this clause 2.2.

3 CREATION OF SECURITY

3.1 General

- (a) All the security created under this Deed:
 - (i) is created in favour of the Lender;
 - (ii) is created over present and future assets of each Chargor;
 - (iii) is a continuing security for the payment of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) If the rights of a Chargor under a document cannot be secured without the consent of a party to that document:
 - (i) that Chargor must notify the Lender promptly;
 - (ii) this Security will secure all amounts which that Chargor may receive, or has received, under that document but exclude the document itself; and
 - (iii) unless the Lender otherwise requires, that Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under this Deed.



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3.2 Land

Each Chargor charges:

- (a) by way of a first legal mortgage all estates or interests in any Real Property now owned by it; and
- (b) to the extent they are not the subject of a mortgage under sub-paragraph (a) above, by way of first fixed charge all estates or interests in any Real Property.

3.3 Fixed Charges

Each Chargor charges by way of first fixed charge:

- (i) all plant, machinery, vehicles, computers and office and other equipment and the benefit of all contracts and warranties relating to the same;
- (ii) all stocks, shares, bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests (including but not limited to loan capital) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offering or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof;
- (iii) all book and other debts and claims, rights and choses in action, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and whether originally owing to it or purchased or otherwise acquired by it including, without limitation, any amount from time to time standing to the credit of any bank or other account or with any other person and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Security Interest, Collateral Instruments and any other rights relating thereto including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights;
- (iv) all monies from time to time payable to it under or pursuant to the Insurances including without limitation the refund of any premiums;
- (v) all its goodwill and uncalled capital;
- (vi) all patents, patent applications, trade marks and service marks (whether registered or not), trade mark applications, service mark applications, trade names, registered designs, registered design applications, design rights, copyrights, computer programs, know-how and trade secrets and all other industrial or intangible property or rights and all licenses, agreements and ancillary and connected rights relating to intellectual and intangible property;
- (vii) any beneficial interest, claim or entitlement it may have in any pension fund;
- (viii) all bills of exchange and other negotiable instruments held by it; and

- (ix) all claims, causes and rights of action and all judgments arising under or in connection with any of the foregoing.

3.4 Other claims

Each Chargor charges by way of first fixed charge all of its claims against the Lender as security for the Secured Liabilities. The Lender hereby confirms that it has been given notice of the charge referred to in the preceding sentence to the extent it relates to claims against the Lender.

3.5 Floating charge

- (a) Each Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged or charged by way of fixed mortgage, or charge under this Clause.
- (b) Except as provided below, the Lender may by notice to a Chargor convert the floating charge created by that Chargor under this subclause into a fixed charge as regards any of that Chargor's assets specified in that notice, if:
 - (i) an Enforcement Event has occurred; or
 - (ii) 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.
- (c) The floating charge created by this Subclause may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,under the Insolvency Act 2000.
- (d) The floating charge created by this Subclause will automatically convert into a fixed charge over all of a Chargor's assets if an administrator is appointed or the Lender receives notice of an intention to appoint an administrator.
- (e) The floating charge created by this Subclause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

4 REPRESENTATIONS AND WARRANTIES - GENERAL

Each Chargor gives the representations and warranties set out in this clause 4 to the Lender.

4.1 Status

It is a company duly incorporated and validly existing under the laws of the jurisdiction of its incorporation.



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4.2 Power and authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed.

4.3 Binding obligations

The obligations expressed to be assumed by it under this Deed are legal, valid, binding and enforceable obligations.

4.4 Non-conflict with laws and other obligations

The entry into and performance by it of this Deed does not and will not conflict with any law or regulation applicable to it, its constitutional documents or any agreement or instrument binding upon it.

4.5 Validity and admissibility in evidence

All authorisations required to enable it lawfully to enter into and comply with its obligations under this Deed, to permit the creation of the security expressed to be created under this Deed and to ensure that the security created under this Deed is legal, valid, binding and enforceable have been obtained or effected and are in full force and effect.

4.6 Legal and beneficial owner

It is the sole legal and beneficial owner of the Security Assets free from any Security Interest other than the Security Interests created by this Deed.

4.7 Insolvency

It is not insolvent or unable to pay its debts and could not be deemed by a court to be unable to pay its debts within the meaning of section 123 of the Insolvency Act nor will it become so in consequence of entering into this Deed.

4.8 Nature of security

This Deed creates the Security it purports to create and is not liable to be amended or otherwise set aside on its liquidation or administration or otherwise.

4.9 Times for making representations and warranties

- (a) The representations and warranties set out in this Deed (including in this clause) are made on the date of this Deed.
- (b) Unless a representation and warranty is expressed to be given at a specific date, each representation and warranty under this Deed is deemed to be repeated by each Chargor on each date during the Security Period.
- (c) When a representation and warranty is repeated, it is applied to the circumstances existing at the time of repetition.

5 REPRESENTATIONS AND WARRANTIES – REAL PROPERTY

Each Chargor represents and warrants to the Lender that:

- (a) it is the legal and beneficial owner of its Real Property;
- (b) no breach of any law or regulation is outstanding which affects or might affect materially the value of its Real Property;
- (c) there are no covenants, agreements, stipulations, reservations, conditions, interest, rights or other matters whatsoever affecting its Real Property which conflict with its present use or adversely affect the saleability or value or use of its Real Property to a material extent;
- (d) nothing has arisen or has been created or is subsisting which would be an overriding interest, or an unregistered interest which overrides first registration or registered dispositions, over Real Property;
- (e) no facilities necessary for the enjoyment and use of its freehold or leasehold property are enjoyed by that Real Property on terms entitling any person to terminate or curtail its use;
- (f) it has received no notice of any adverse claims by any person in respect of the ownership of its Real Property or any interest in it, nor has any acknowledgment been given to any person in respect of its Real Property; and
- (g) its Real Property is held by it free from any Security Interest or any tenancies or licences.

6 RESTRICTIONS ON DEALINGS

No Chargor may:

- (a) create or permit to subsist any Security Interest on any Security Asset; or
- (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,

except for the disposal of Floating Charge Assets.

7 GENERAL UNDERTAKINGS

7.1 Environmental matters

- (a) Each Chargor shall comply with all statutory and other regulations affecting the Security Assets. This will include all environmental laws and environmental permits applicable from time to time to all or any part of the Security Assets or any business or other activity from time to time carried out by a Chargor.
- (b) No Chargor shall allow any circumstances to arise which would lead:
 - (i) to any competent authority or other person taking action, or making a claim under any environmental laws (including the requirement to clean up any contaminated land or the revocation, suspension, variation or non-renewal of any environmental permit); or



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- (ii) to a Chargor having to take action or prevent the possibility of any such action or claim.
- (c) Each Chargor shall indemnify each of the Lender, an administrator or any Receiver (and their respective officers, agents and delegates) against all costs expenses and liabilities properly incurred (directly or indirectly) as a result of any non-compliance or alleged non-compliance with any environmental laws in relation to all or any part of the Security Assets or anything done or not done on it.

7.2 Debts

- (a) Each Chargor must collect in the ordinary course of its business in a proper and efficient manner all monies which it may receive in respect of the Debts forthwith on receipt and not, without the prior written consent of the Lender (such consent not to be unreasonably withheld), seek to compromise, compound, vary, discharge, postpone or release any of the Debts or waive its right of action in connection therewith or do or omit to do anything which may delay or prejudice the full recovery thereof; and
- (b) if called upon to do so by the Lender at any time after the occurrence of an Enforcement Event execute a legal assignment of the Debts to the Lender in such terms as the Lender may require and give notice thereof to the debtors from whom the Debts are owing or incurred and take such other steps as the Lender may require to perfect such legal assignment.

7.3 H.M. Land Registry

Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at H.M. Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of [] referred to in the charges register or its conveyancer."

7.4 Deposit of title deeds

Each Chargor must (at the Lender's request) deposit with the Lender all deeds and documents of title relating to its Real Property and all local land charges, land charges and Land Registry search certificates and similar documents received by it or on its behalf.

7.5 Deposit of Securities

Each Chargor must deposit with the Lender:

- (a) all certificates and documents of title relating to the Securities and such deed of transfer in blank and other documents as the Lender may from time to time require for perfecting the title of the Lender to the Securities (duly executed by or signed on behalf of the registered holder) or for vesting or enabling it to vest the same in itself or its nominees or in any purchaser;
- (b) all such other documents relating to the Security Assets as the Lender may from time to time require.

7.6 Calls etc.

- (a) Each Chargor must duly and promptly pay all calls, instalments or other monies which may from time to time become due in respect of any of the Securities, it being acknowledged by the Company that the Lender shall not in any circumstances incur any liability whatsoever in respect of any such calls, instalments or other monies.
- (b) No Chargor shall exercise any of the rights and powers attaching to any of the Securities in a manner which, in the reasonable opinion of the Lender, may adversely affect the value of the Security Interest created by this Deed.

7.7 Compliance with covenants etc.

Each Chargor must:

- (a) observe and perform all covenants, burdens, stipulations, requirements and obligations from time to time affecting the Security Assets and/or the use, ownership, occupation, possession, operation, repair, maintenance or other enjoyment or exploitation of the Security Assets whether imposed by statute, contract, lease, licence, grant or otherwise;
- (b) carry out all registrations or renewals and generally do all other acts and things (including the taking of legal proceedings) necessary to maintain, defend or preserve its right, title and interest to and in the Security Assets without infringement to any third party; and
- (c) not without the prior consent in writing of the Lender (such consent not to be unreasonably withheld) enter into any onerous or restrictive obligations affecting any of the Security Assets.

7.8 Repair

Each Chargor must keep its physical Security Assets in a good state of repair and in good working order and condition.

7.9 Insurance

- (a) Each Chargor must insure its Insured Assets against:
 - (i) loss or damage by fire;
 - (ii) other risks normally insured against by persons carrying on the same class of business as that carried on by it in accordance with accepted prudent business practice from time to time; and
 - (iii) any other risks which the Lender may reasonably require.
- (b) Any insurance must be in a sum or sums not less than the replacement value of the Insured Assets. For this purpose, "**replacement value**" means the total cost of entirely rebuilding, reinstating or replacing those Insured Assets in the event of their being completely destroyed, together with architects' and surveyors' fees (if relevant) or other professional's fees.



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- (c) Any insurance required under this Clause must be with an insurance company or underwriters acceptable to the Lender.
- (d) All moneys received or receivable under any insurance in respect of the Insured Assets must be applied:
 - (i) in replacing, restoring or reinstating the Insured Assets destroyed or damaged or in any other manner which the Lender may agree; or
 - (ii) after an Enforcement Event has occurred, if the Lender so directs and the terms of the relevant insurances allow, in or towards satisfaction of the Secured Liabilities.
- (e) Each Chargor must procure that a note of the Lender's interest is endorsed upon all policies of insurance maintained by that Chargor or any person on its behalf in respect of the Insured Assets and if the Bank reasonably so requires ensure that the policy is held in the joint names of the Chargor(s) and the Lender.
- (f) No Chargor may do or permit anything to be done which may make void or voidable any policy of insurance in connection with any Insured Asset.
- (g) Each Chargor must promptly pay all premiums and do all other things necessary to keep each policy of insurance in respect of its Insured Assets in force.
- (h) Each Chargor must, immediately on demand by the Lender, produce to the Lender the policy, certificate or cover note relating to any insurance policy and the receipt for the payment of any premium for any insurance policy as the Lender may request.
- (i) The Chargors must promptly notify the Lender of anything which may give rise to a claim under such policies of insurance and ensure that nothing is done or not done as a consequence of which any such policy might be adversely affected or which may increase the premium payable.

7.10 Intellectual Property

- (a) Each Chargor shall take all such necessary steps, and do all such acts (including the prompt payment of any appropriate fees and policing against any infringement of, or challenge to, its Intellectual Property) to maintain the value, subsistence and validity of its Intellectual Property.
- (b) Each Chargor shall where appropriate, use its best endeavours to protect and safeguard its Intellectual Property from and against theft, loss, destruction, unauthorised access, copying or use by third parties.
- (c) No Chargor shall use, or allow to be used, or take any step in respect of any of its Intellectual Property in any way which, in the reasonable opinion of the Lender, may adversely affect the value of it.

7.11 Inspection

Each Chargor shall permit the Lender, its agents and any person authorised by it, to enter any land charged by this deed or on which any Security Asset is situated, at all reasonable times for the purpose of inspecting or valuing any of the Security Assets.

7.12 Power to remedy

- (a) If a Chargor is in default in performing any obligation affecting it whether under this Deed or otherwise then:

in the case of a default affecting its Real Property, that Chargor must allow the Lender or its agents and contractors:

- (i) to enter any part of its Real Property;
- (ii) to comply with or object to any notice served on that Chargor in respect of its Real Property; and
- (iii) to take any action as the Lender may reasonably consider necessary or desirable to prevent or remedy any breach of any such term or to comply with or object to any such notice,

and,

in the case of any other default, the Lender may, on behalf of a Chargor, perform that obligation and take whatever other steps the Lender considers reasonable to mitigate or remedy the consequences of that default.

- (b) A Chargor to which this clause 7.12 applies must immediately on request by the Lender pay the costs and expenses of the Lender or its agents and contractors incurred in connection with any action taken by it under this clause 7.12.
- (c) The exercise or failure to exercise its rights under this clause 7.12 shall not prejudice the Lender's rights under this Deed.

8 FINANCIAL COLLATERAL

To the extent that any of the Security Assets constitute "financial collateral", this Deed, and the obligations of each Chargor under it constitute a "**security financial collateral arrangement**", (in each case for the purpose of and as defined by the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003/3226)) the Lender shall have the right to appropriate all or any part of such financial collateral in or towards the satisfaction of the Secured Liabilities.

9 WHEN SECURITY BECOMES ENFORCEABLE

9.1 Enforcement Event

This Security will become immediately enforceable if an Enforcement Event occurs and the Lender gives notice to each Chargor that this Security is enforceable.

9.2 Discretion

After this Security has become enforceable, the Lender may in its absolute discretion enforce all or any part of this Security in any manner it sees fit.



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9.3 Power of sale

The power of sale and other powers conferred by Section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

10 ENFORCEMENT OF SECURITY

10.1 General

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and Section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (c) The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender to lease, make agreements for leases, accept surrenders of leases and grant options as the Lender may think fit and without the need to comply with any provision of section 99 or 100 of the Act.

10.2 No liability as mortgagee in possession

Neither the Lender nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

10.3 Privileges

Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that Section 103 of the Act does not apply.

10.4 Protection of third parties

No person (including a purchaser) dealing with the Lender or a Receiver or its or his agents will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Lender or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Finance Documents; or
- (d) how any money paid to the Lender or to that Receiver is to be applied.

10.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Lender may:
 - (i) redeem any prior Security Interest against any Security Asset; and/or
 - (ii) procure the transfer of that Security Interest to itself; and/or

- (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Chargor.
- (b) Each Chargor must pay to the Lender, immediately on demand, the costs and expenses incurred by the Lender in connection with any such redemption and/or transfer, including the payment of any principal or interest.

10.6 Contingencies

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Lender (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account.

11 RECEIVER

11.1 Appointment of Receiver

- (a) Except as provided below, the Lender may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (i) this Security has become enforceable; or
 - (ii) a Chargor so requests the Lender in writing at any time.
- (b) Any appointment under sub-clause (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Lender is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.
- (e) The Lender may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Lender is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

11.2 Removal

The Lender may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

11.3 Remuneration

The Lender may fix the remuneration of any Receiver appointed by it and the maximum rate specified in Section 109(6) of the Act will not apply.



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11.4 Agent of each Chargor

- (a) A Receiver will be deemed to be the agent of each Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. Each Chargor alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.
- (b) The Lender will not incur any liability (either to a Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

11.5 Relationship with Lender

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may, after this Security becomes enforceable, be exercised by the Lender in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

12 POWERS OF RECEIVER

12.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this clause in addition to those conferred on it by any law; this includes:
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act, 1986; and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act, 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

12.2 Possession

A Receiver may take immediate possession of, get in and collect any Security Asset.

12.3 Carry on business

A Receiver may carry on any business of any Chargor in any manner he thinks fit.

12.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit.
- (b) A Receiver may discharge any person appointed by any Chargor.

12.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit.

12.6 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit.
- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit.
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the relevant Chargor.

12.7 Leases

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender).

12.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Security Asset.

12.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he thinks fit.

12.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

12.11 Subsidiaries

A Receiver may form a subsidiary of any Chargor and transfer to that subsidiary any Security Asset.

12.12 Delegation

A Receiver may delegate his powers in accordance with this Deed.



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12.13 Lending

A Receiver may lend money or advance credit to any customer of any Chargor.

12.14 Protection of assets

A Receiver may:

- (a) effect any repair or insurance and do any other act which any Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) commence and/or complete any building operation; and
- (c) apply for and maintain any planning permission, building regulation approval or any other authorisation,

in each case as he thinks fit.

12.15 Other powers

A Receiver may:

- (a) do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset; and
- (c) use the name of any Chargor for any of the above purposes.

13 APPLICATION OF PROCEEDS

Any moneys received by the Lender or any Receiver after this Security has become enforceable shall be applied in the following order of priority:

- (a) in or towards payment of or provision for all costs and expenses incurred by the Lender or any Receiver under or in connection with this Deed and of all remuneration due to any Receiver under or in connection with this Deed;
- (b) in or towards payment of or provision for the Secured Liabilities; and
- (c) in payment of the surplus (if any) to any Chargor or other person entitled to it.

This Clause is subject to the payment of any claims having priority over this Security. This Clause does not prejudice the right of the Lender to recover any shortfall from the Chargor.

14 EXPENSES AND INDEMNITY

Each Chargor must:

- (a) immediately on demand pay all costs and expenses (including legal fees) incurred in connection with this Deed by the Lender, any Receiver, attorney, manager, agent or

other person appointed by the Lender under this Deed including any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise; and

- (b) keep each of them indemnified against any failure or delay in paying those costs or expenses.

15 DELEGATION

15.1 Power of Attorney

The Lender or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed.

15.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the Lender or any Receiver may think fit.

15.3 Liability

Neither the Lender nor any Receiver will be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

16 FURTHER ASSURANCES

16.1 Further assurances

Each Chargor must, at its own expense, take whatever action the Lender or a Receiver may require for:

- (a) creating, perfecting or protecting any security intended to be created by this Deed; or
- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Lender or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset.

This includes:

- (i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Lender or to its nominee; or
- (ii) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Lender may think expedient.

16.2 Acquisition of real property

If a Chargor acquires any freehold or leasehold property after the date of this Deed it must notify the Lender immediately and immediately on request by the Lender and at the cost of that Chargor, execute and deliver to the Lender a legal mortgage in favour of the Lender of that property in any form which the Lender may require.



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16.3 Landlord's consent

If the consent of the landlord in whom the reversion of a lease is vested is required for a Chargor to execute a legal mortgage over it, that Chargor will not be required to perform that obligation unless and until it has obtained the landlord's consent. That Chargor must use its best endeavours to obtain the landlord's consent.

17 POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any of its delegates or sub-delegates to be its attorney to take any action which that Chargor is obliged to take under this Deed. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this clause.

18 MISCELLANEOUS

18.1 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, the Lender may open a new account with a Chargor.
- (b) If the Lender does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other account.
- (c) As from that time all payments made to the Lender will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

18.2 Time deposits

Without prejudice to any right of set-off the Lender may have under any other Finance Document or otherwise, if any time deposit matures on any account a Chargor has with the Lender within the Security Period when:

- (a) this Security has become enforceable; and
- (b) no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which the Lender considers appropriate.

18.3 Notice of assignment

This Deed constitutes notice in writing to each Chargor of any charge or assignment of a debt owed by that Chargor to any other Chargor and contained in this Deed or any other agreement in favour of the Lender.

18.4 Rights of third parties

A person who is not a party to this Deed may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 and no consent of any third party is required for any variation or termination of this Deed or any other Finance Document.

18.5 Counterparts

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed. Delivery of an executed counterpart signature page of this Deed by email (pdf) or telecopy shall be effective as delivery of a manually executed counterpart of this Deed.

19 RELEASE

At the end of the Security Period, the Lender shall at the request and cost of a Chargor, take whatever action is necessary to release its Security Assets from this Security.

20 COMMUNICATIONS

- (a) Unless specifically provided otherwise in this Deed, all notices and communications to the Lender relating to this Deed shall be in writing and shall be made or delivered to the Lender at the following address:

Address: Postbus 223, 3500 AE Utrecht, The Netherlands

Attention: Mr. M.N. Sadek, Relationship Manager

- (b) Unless specifically provided otherwise in this Deed, all notices and communications to each Chargor relating to this Deed shall be in writing and shall be made or delivered to the relevant Chargor at the following address:

Chargor:

Address: Unit 1 J4 15 Doman Road, Camberley, Surrey GU15 3LB, United Kingdom

Attention: Mr. O. Van der Plaat, Company Director

- (c) A notice will be deemed to be given:
- (i) if by letter, when delivered personally or on actual receipt; and
 - (ii) if by fax or other electronic communication, when received in legible form.
- (d) However, a notice given in accordance with the above, but received on a non-working day or after 4.00 p.m. in the place of receipt, will only be deemed to be given on the next working day in that place.
- (e) The Lender may change its contact details by giving each Chargor not less than five Business Days' notice.
- (f) Each Chargor may change its contact details by giving the Lender not less than five Business Days' notice.



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21 CHANGES TO THE PARTIES

21.1 The Chargors

No Chargor may assign or transfer any of its rights or obligations under this Deed.

21.2 The Lender

- (a) The Lender may assign or otherwise dispose of all or any of its rights under this Deed to a third party and may disclose any information in its possession relating to a Chargor to any actual or prospective assignee, transferee or participant. The Lender shall notify the relevant Chargor of such an assignment.
- (b) References to the Lender in this Deed include any successor Lender under a Finance Documents.

22 SEVERABILITY

If a term of this Deed is or becomes illegal, invalid or unenforceable in any respect under any jurisdiction, that will not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other term of this Deed; or
- (b) the legality, validity or enforceability in any other jurisdiction of that or any other term of this Deed.

23 GOVERNING LAW

- (a) This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including any non-contractual disputes or claims) is governed by English law.
- (b) Each Chargor agrees for the benefit of the Lender, and without prejudice to the right of the Lender to take proceedings before any other court of competent jurisdiction, that the English courts will have exclusive jurisdiction to settle any dispute (including any non-contractual disputes or claims) in connection with this Deed and for these purposes irrevocably submits to the jurisdiction of those courts.

SCHEDULE 1
CHARGORS

| Name | Registered number | Registered address |
|--------------------|--------------------------|---|
| ALREC IN-STORE LTD | 03467040 | Unit 1 J4 15 Doman Road, Chamberley Surrey GU15 3LB United Kingdom |
| | | |



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SIGNATORIES

Chargors

EXECUTED AS A DEED by)

ALREC IN-STORE LTD)

acting by)

Alrec Instore Communication Group B.V.

represented by:

Cerla Holding B.V.

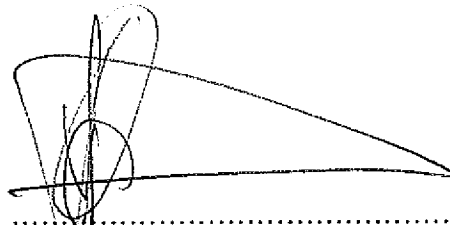
represented by:

ExKap OP B.V.

represented by:

Onno van der Plaat)

a director, in the presence of:


.....
Signature of director

Witness Signature

Witness Full Name.....

Witness Address.....

.....

.....

.....

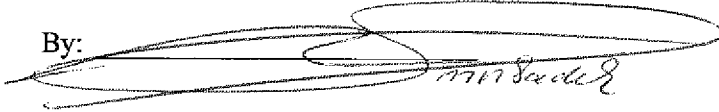
Witness Occupation

SIGNATORIES

Lender

Coöperatieve Rabobank Utrecht en Omstreken U.A.

By:

A handwritten signature in dark ink, appearing to be "M. J. de Vries", is written over a large, loopy, horizontal scribble that spans most of the width of the signature line.