



Registration of a Charge

Company name: **EVAC+CHAIR INTERNATIONAL LIMITED**

Company number: **03593826**



X61QS61F

Received for Electronic Filing: **08/03/2017**

Details of Charge

Date of creation: **06/03/2017**

Charge code: **0359 3826 0012**

Persons entitled: **MARK NICHOLAS WALLACE**

Brief description: **FIXED AND FLOATING CHARGES**

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: **GERARD PAUL WALLACE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3593826

Charge code: 0359 3826 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th March 2017 and created by EVAC+CHAIR INTERNATIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th March 2017 .

Given at Companies House, Cardiff on 9th March 2017

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 6 MARCH

2017

(1) EVAC+CHAIR INTERNATIONAL LIMITED

(2) MARK NICHOLAS WALLACE

DEBENTURE



SOLICITORS

Legal Clarity Limited, Avebury House, 55 Newhall Street, Birmingham, B3 3RB
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THIS DEBENTURE is dated 6 March 2017

BETWEEN:

- (1) **EVAC+CHAIR INTERNATIONAL LIMITED** a company incorporated and registered in England and Wales with company number 03593826 Whose registered office is at Paraid House, Weston Lane, Tysley, Birmingham B11 3RS (the "**Company**"); and
- (2) **MARK NICHOLAS WALLACE** of 44 Paradise Lane, Birmingham B28 0DU ("**Mark**").

BACKGROUND

- (A) **WENSLEYDALE W & G LIMITED** a company incorporated and registered in England and Wales with company number 10590753 whose registered office is at Paraid House, Weston Lane, Tysley, Birmingham B11 3RS (the "**Borrower**") proposes to issue loan notes to Mark pursuant to the terms and conditions of the Loan Note Instrument on the Adjustment Date.
- (B) The Company has agreed, subject to the terms and conditions of the Guarantee and Indemnity entered into on or about the date hereof, to guarantee and indemnify the Borrower's liabilities to Mark arising from time to time under the Loan Note Instrument and grants security to Mark for the repayment of the loan notes issued to him under the Loan Note Instrument, under the terms of this Debenture.

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Debenture the following expressions shall, unless the context otherwise requires, have the following meanings:

"Adjustment Date"	has the meaning given to that term in the Acquisition Agreement;
"Acquisition Agreement"	the agreement relating to the sale and purchase by the Borrower of the entire issued share capital of Evac+Chair Holdings Limited dated on or around 3 March 2017;
"Administrator"	as defined in clause 17;
"Book Debts"	all present and future book and other debts, and monetary claims due or owing to the Company, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Company in relation to any of them;
"Business Day"	any day other than a Saturday or Sunday or a bank or public holiday in England;
"Charged Property"	all the property, assets and rights charged under this Debenture;
"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;
"Equipment"	all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Company, including any part of it and all spare parts, replacements, modifications and additions;
"Event of Default"	any of the events set out in clause 14 or any breach by the Company of the Loan Agreement or the terms of this Debenture;
"Fixed Charged Property"	all the property, assets and rights charged under clause 4.1(a) of this Debenture;
"Floating Charged Property"	all the property assets and rights charged under clause 4.1(b) of this Debenture;
"Guarantee and Indemnity"	the guarantee and indemnity provided to Mark by, <i>inter alia</i> , the Company, as constituted by the Guarantee and Indemnity Agreement entered into on or about the date hereof between (1) Evac+Chair Holdings Limited, Hicorp 9 Limited and the Company and (2) Mark;
"Insurance Policy"	each contract and policy of insurance effected or maintained by the Company from time to time in respect of its assets or business (including, without limitation, any contract or policy of insurance relating to the Properties or the Equipment);
"Intellectual Property Rights"	all rights in patents, patent applications, inventions, trademarks, trade mark applications, service marks, trade names, registered designs, copyrights, know-how, confidential information, trade secrets and any other intellectual property rights whether registered or unregistered and any registration or application for registration including all present and future fees, royalties and other income or rights derived therefrom or incidental thereto and including the benefit of all present and future agreements relating to the use of a licensing or exploitation of any such rights;
"Investments"	all present and future certificated stocks, shares, loan capital, securities, bonds and investments (whether or not marketable)

for the time being owned (at law or in equity) by the Company, including any:

(a) dividend, interest or other distribution paid or payable in relation to any of the Investments; and

(b) right, money, shares or property accruing, offered or issued at any time in relation to any of the Investments by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise;

"Loan Note Instrument"

the Mark Loan Note Instrument as such term is defined in the Acquisition Agreement as the same may be modified, amended, varied, supplemented or novated from time to time;

"Properties"

all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Company, or in which the Company holds an interest and **"Property"** means any of them;

"Receiver"

as defined in clause 17; and

"Secured Liabilities"

all moneys and liabilities (whether present or future actual or contingent) now or at any time or times hereafter due or owing or incurred by the Company (whether as principal or surety) to Mark or any Noteholders pursuant to the Guarantee and Indemnity.

2. PAYMENT COVENANT

The Company hereby covenants with Mark that it will on the date or dates provided in clause 3 pay and discharge to Mark the Secured Liabilities.

3. PAYMENT DATE

The Secured Liabilities shall be repaid or discharged by the Company in accordance with the Guarantee and Indemnity unless the Company and Mark otherwise agree in writing.

4. CHARGING CLAUSE

4.1 By way of continuing security for the payment and discharge of the Secured Liabilities, the Company, with full title guarantee, hereby charges to Mark:

(a) by way of fixed charge:

- (i) all present and future interests of the Company in, or over, the Properties;
 - (ii) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property;
 - (iii) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Company's business or the use of any Charged Property, and all rights in connection with them;
 - (iv) all its present and future goodwill;
 - (v) all its uncalled capital;
 - (vi) all the Equipment;
 - (vii) all Investments;
 - (viii) all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy save for any payment made pursuant to any Insurance Policy properly made to a third party;
 - (ix) all the Intellectual Property Rights of the Company; and
 - (x) the benefit of any agreements entered into by the Company and the benefit of any guarantee or security for the performance of any such agreement.
- (b) by way of floating charge, the undertaking and all other property, assets and rights of the Company both present and future not otherwise effectively charged by way of fixed charge pursuant to clause 4.1(a), including, for the avoidance of doubt and without limitation, all the Book Debts.
- 4.2 The floating charge created by this Debenture is intended to be a qualifying floating charge as defined by paragraph 14 of Schedule B1 to the Insolvency Act 1986.

5. CONVERSION OF FLOATING CHARGE

- 5.1 If:
- (a) the Company creates or attempts to create an Encumbrance or any trust in favour of another person over all or any part of the Charged Property or disposes or attempts to dispose of all or any part of the Charged Property; or
 - (b) the Company disposes, or attempts to dispose of, all or any part of the Charged Property (other than assets that are only subject to the floating charge while it remains uncrystallised); or
 - (c) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Company; or
 - (d) any person levies or attempts to levy any distress, attachment, execution or other process against all or any part of the Charged Property,

the floating charge under this Debenture will automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property.

- 5.2 Mark may by notice to the Company convert the floating charge contained in this debenture into a fixed charge as regards such Charged Property as Mark may specify in that notice (i) if they consider that it would be desirable to do so in order to protect, preserve or supplement the charges over the Charged Property or the priority of those charges; or (ii) on, or at any time following, the occurrence of an Event of Default (whether or not the Event of Default is continuing at the relevant time), or both.

6. NATURE OF CHARGES

The charges hereby created shall be a continuing security and shall, unless otherwise agreed in writing by Mark, be first charges.

7. NEGATIVE PLEDGE

The Company shall not without the prior written consent of Mark (unless any such steps/actions are otherwise permitted by any lender to the Company (or any members of its group) in relation to which a deed of priority has been entered into in accordance with clause 9 of this Debenture):

- (a) sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so) all or any part of the Charged Property or any interest in the Charged Property other than the Floating Charged Property in the ordinary course of business;
- (b) create, purport to create or permit to subsist to create any Encumbrance on or in relation to any part of the Charged Property;
- (c) do, cause or permit to be done anything which may in the opinion of Mark, in any way depreciate, jeopardise or otherwise prejudice the value to Mark (whether monetary or otherwise) of the whole or any part of the Charged Property; and
- (d) create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.

8. DEPOSIT OF DEEDS AND DOCUMENTS OF TITLE

The Company shall, if and when called upon by Mark so to do, deposit with Mark and Mark shall hereafter hold and retain all deeds and documents of title (if any) relating to the Fixed Charged Property.

9. PRIORITY OF BANK FACILITIES

Mark may at his absolute discretion agree with any lender to the Company (or any member of its group) a deed of priority or an inter-creditor agreement in respect to charges created over or to be created over the Charged Assets. Where such deed of priority or inter-creditor agreement is agreed or where Mark has given consent to the creation or subsistence (as appropriate) of charges by any such lender, the creation or subsistence of such security shall not constitute an Event of Default. Compliance with the warranties, representations, pledges, covenants and undertakings in any charges in favour of any such lender shall also be deemed to be compliance with the provisions of this Debenture and shall not be a breach or

default hereunder. In the event of any conflict between any such charges in favour of any such lender and the terms of this Debenture the terms of the charges in favour of such other lender shall prevail.

10. ASSIGNMENT

As a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee assigns to Mark absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities all its rights in each Insurance Policy, including all claims, the proceeds of all claims (other than payments properly made to third parties pursuant to such policies) and all returns of premium in connection with each contract and policy of insurance effected or maintained by the Company from time to time in respect of its assets or business (including, without limitation, any insurances relating to the Properties or the Equipment).

11. FURTHER CHARGES

- 11.1 The Company shall forthwith if and when called upon by Mark so to do, execute in favour of Mark or as Mark shall direct such further legal and other mortgages and charges and assignments as Mark shall require of and on all the Company's estate and interest in the Fixed Charged Property (including any vendor's lien) to secure all principal and other moneys intended to be hereby secured, such mortgages or charges or assignments to be prepared by or on behalf of Mark at the cost of the Company and to be in such form as Mark may reasonably require.
- 11.2 Pending the execution and delivery of any such assignments, the Company shall hold such Charged Property upon trust for Mark subject to the provisions of this Debenture.
- 11.3 Pending the execution and delivery of any such mortgages, charges, or other security, hold such Charged Property subject to the provisions of this Debenture.

12. REPRESENTATIONS AND WARRANTIES

- 12.1 The Company represents and warrants to Mark that:
 - (a) it is otherwise absolutely, solely and beneficially entitled to all the Charged Property as from the date it or any part of it falls to be charged under this Debenture and the rights of the Company in respect of the Charged Property are free from any Encumbrance of any kind other than the first charge or an Encumbrance created under this Debenture; and
 - (b) it has not sold or agreed to sell or otherwise disposed of, or agreed to dispose of, the benefit of all or any of the Company's right, title and interest in and to the Charged Property.
- 12.2 The representations and warranties set forth in this clause are given and made on and as of the date of this Debenture, shall survive the execution of this Debenture and are continuing representations and warranties which are deemed to be repeated during the continuance of the security constituted by this Debenture.

13. COVENANTS OF THE COMPANY

- 13.1 The Company shall:
 - (a) comply with the requirements of any law and regulation relating to or affecting the Charged Property or the use of it or any part of them;

- (b) obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Charged Property or their use or that are necessary to preserve, maintain or renew any Charged Property;
- (c) promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Charged Property;
- (d) not, without Mark's prior written consent, use or permit the Charged Property to be used in any way contrary to law;
- (e) give Mark such information concerning the location, condition, use and operation of the Charged Property as Mark may require;
- (f) permit any persons designated by Mark and any Receiver to enter on its premises and inspect and examine any Charged Property, and the records relating to that Charged Property, at all reasonable times and on reasonable prior notice;
- (g) promptly notify Mark in writing of any action, claim or demand made by or against it in connection with any Charged Property or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim or demand, together with, in each case, the Company's proposals for settling, liquidating, compounding or contesting any such action, claim or demand and shall, subject to Mark prior approval, implement those proposals at its own expense;
- (h) promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Charged Property and, on demand, produce evidence of payment to Mark;
- (i) insure and keep insured such parts of the Charged Property as are of an insurable nature. Such insurance shall be effected in such office and generally in such manner as Mark shall approve, and the Company shall cause notice of the interest of Mark to be noted on the policies which (subject to the rights of any prior mortgagee) shall, if required by Mark, be delivered to and retained by Mark, and shall duly pay the premiums and other sums of money payable in respect of any such insurance and, if requested, after every such payment produce to Mark the receipt for the same. All moneys which may at any time hereafter be received or receivable by the Company under any insurance in respect of the Charged Property, whether or not effected pursuant to the foregoing provision, shall be applied at Mark option either in replacing restoring or reinstating the property destroyed or damaged or towards the discharge of the Secured Liabilities and any such money received by the Company shall be held by the Company on trust for Mark accordingly;
- (j) keep all buildings and all fixtures on each Property in good and substantial repair and condition;
- (k) observe and perform all covenants, stipulations and conditions to which each Property, or the use of it, is or may be subjected, and (if Mark so requires) produce evidence sufficient to satisfy Mark that those covenants, stipulations and conditions have been observed and performed;

- (l) diligently enforce all covenants, stipulations and conditions benefiting each Property and shall not (and shall not agree to) waive release or vary any of the same;
 - (m) (without prejudice to the generality of the foregoing) where a 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;
 - (n) pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed on each Property or on its occupier;
 - (o) procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of any Property without the prior written consent of Mark;
 - (p) maintain the Equipment in good and serviceable condition (except for expected fair wear and tear) in compliance with all relevant manuals, handbooks, manufacturer's instructions and recommendations and maintenance or servicing schedules;
 - (q) at its own expense, renew and replace any parts of the Equipment when they become obsolete, worn out or damaged with parts of a similar quality and of equal or greater value;
 - (r) not permit any Equipment to be:
 - (i) used or handled other than by properly qualified and trained persons; or
 - (ii) overloaded or used for any purpose for which it is not designed or reasonably suitable; and
 - (s) shall take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property Rights including (without limitation) by observing all covenants and stipulations relating to those rights, and by paying all applicable renewal fees, licence fees and other outgoings.
- 13.2 The Company shall furnish to Mark forthwith on demand by Mark such information and supply such documents or papers relating to the Charged Property from time to time as Mark may in his discretion reasonably require.
- 13.3 The Company shall forthwith notify Mark in writing of the happening of any Event of Default.

14. EVENTS OF DEFAULT

- 14.1 Each of the events or circumstances set out in this clause 14 other than this clause 14.1 is an Event of Default.
- 14.2 The Company fails to pay any sum payable by it under the Guarantee and Indemnity when due, unless its failure to pay is caused solely by an administrative error or technical problem and payment is made within seven Business Days of its due date.

- 14.3 The Company suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business.
- 14.4 The Company stops or suspends payment of any of its debts or is unable to, or admits its inability to, pay its debts as they fall due.
- 14.5 The Company commences negotiations, or enters into any composition, compromise, assignment or arrangement, with one or more of its creditors with a view to rescheduling any of its indebtedness (because of actual or anticipated financial difficulties).
- 14.6 Any action, proceedings, procedure or step is taken in relation to the suspension of payments, a moratorium of any indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Company.
- 14.7 The value of the Company's assets is less than its liabilities excluding shareholders' funds (taking into account contingent and prospective liabilities).
- 14.8 A commercial rent arrears recovery, attachment, execution, expropriation, sequestration or other analogous legal process is levied, enforced or sued out on, or against, the Company's assets having an aggregate value of £50,000 (or its equivalent in other currencies) and is not discharged or stayed within 30 days.
- 14.9 Any security in respect of indebtedness exceeding £10,000 (or its equivalent in other currencies) on or over the assets of the Company becomes enforceable.
- 14.10 The Company repudiates or evidences an intention to repudiate the Guarantee and Indemnity.
- 14.11 Any event occurs in relation to the Company that is analogous to those set out in clause 14.2 to clause 14.10 (inclusive) of this clause 14 in any jurisdiction.
- 14.12 Any of the events set out in clause 10, of the Loan Note Instrument.

15. POWER TO REMEDY

If the Company is at any time in breach of any of its obligations contained in this Debenture, Mark shall be entitled (but shall not be bound) to remedy such breach and the Company hereby irrevocably authorises Mark and his agents to do all such things necessary or desirable in connection therewith. The rights of Mark contained in this clause 15 are without prejudice to any other rights of Mark hereunder. The exercise by Mark of his rights under this clause shall not make Mark liable to account as a mortgagee in possession.

16. DEFAULT

- 16.1 This Debenture shall become enforceable on the occurrence of any Event of Default and until such time as such Event of Default has been remedied to the reasonable satisfaction of Mark, or if the Company requests Mark to appoint an Administrator or Receiver over the whole or any part of its undertaking and assets.
- 16.2 On and at any time after the occurrence of an Event of Default, Mark, in his absolute discretion, may by written notice to the Company:
 - (a) declare the Secured Liabilities to be immediately due and payable and, upon that declaration, such sums shall become immediately due and payable

without demand or notice of any kind, all of which are hereby expressly waived by the Company; or

- (b) declare the Secured Liabilities to be due and payable on demand of Mark; and/or
- (c) declare the security constituted by this Debenture to be enforceable.

17 ADMINISTRATOR OR RECEIVER

17.1 At any time after the security constituted by this Debenture becomes enforceable, or at the request of the Company, Mark may without further notice:

- (a) appoint any one or more persons to be an administrator ("**Administrator**") or a receiver or a receiver and manager ("**Receiver**") of all or any part of the Charged Property (the expressions Administrator and Receiver shall, where the context so admits, include any person substituted as administrator or receiver or receiver and manager under the power hereinafter contained); and
- (b) (subject to section 45 of the Insolvency Act 1986) from time to time, remove any person appointed to be Administrator or Receiver and may in like manner appoint another in his place.

17.2 Where more than one person is appointed Administrator or Receiver, they will have the power to act separately (unless the appointment by Mark specifies to the contrary).

18. POWERS OF ADMINISTRATOR OR RECEIVER

Any Administrator or Receiver appointed by Mark 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 power to do all such acts and things as an absolute owner could do in the management of such of the Charged Property over which such Administrator or Receiver is appointed and, in particular, shall have power to:

- (a) take immediate possession of get in and collect the Charged Property or any part thereof and for that purpose enter upon any premises at which the Charged Property or any part thereof is located and sever dismantle or remove the same therefrom without being liable for any loss or damage thereby occasioned other than through negligence;
- (b) carry on the business of the Company and for that purpose make or procure advances and secure the same by mortgage or charge in priority or subsequent to the moneys and interest secured by this Debenture or otherwise as may be thought expedient and carrying interest at such rate as Mark may consider necessary;
- (c) make and effect all repairs and insurances and do all other acts which the Company might do in the ordinary conduct of its business as well for the protection as for the improvement of the Charged Property;
- (d) sell, convert into money and realise all or any part of the Charged Property or any part thereof by public auction or private contract and generally in such manner and on such terms and conditions as he shall think proper;

- (e) let all or any part of the Fixed Charged Property for such term and at such rent as he may think proper and accept a surrender of any lease or tenancy thereof;
- (f) accept a surrender of any lease or tenancy;
- (g) compromise any claim by or against the Company;
- (h) call up all or any portion of any uncalled capital of the Company;
- (i) give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising the Charged Property;
- (j) use the name of the Company for all or any of the purposes aforesaid and in any legal proceedings with full power to convey any property sold in the name of the Company for all of which purposes the Company hereby irrevocably appoints every such Administrator or Receiver to be its attorney; and
- (k) appoint managers, officers, agents, accountants, clerks, servants, workmen and others for the aforesaid purposes upon such terms as to remuneration or otherwise as he may think proper.

19. SALE

Section 103 of the Law of Property Act 1925 shall not apply to this Debenture nor to any sale by Mark or an Administrator or Receiver appointed hereunder and the statutory power of sale shall as between Mark or such Administrator or Receiver and a purchaser from Mark or such Administrator or Receiver be exercisable at any time after the execution of this security, provided that Mark shall not exercise the said power of sale until payment of the moneys hereby secured shall have become due or an Administrator or a Receiver has been appointed hereunder, but this proviso shall not affect a purchaser or put him upon enquiry whether such moneys have become due or such appointment has been made.

20. FURTHER ASSURANCE

The Company shall from time to time execute and do all such assurances and things as Mark may reasonably require for perfecting the security hereby constituted and after the moneys hereby secured shall have become payable for facilitating the realisation of the Charged Property or any part thereof and for exercising all powers authorities and discretions hereby or by law conferred on Mark or any Administrator or Receiver appointed by it.

21. ATTORNEY

The Company hereby irrevocably and by way of security appoints Mark to be the attorney of the Company in the name and on behalf of the Company to execute and do any assurances and things which the Company ought to execute and do hereunder and generally to use the name of the Company in the exercise of all or any of the powers hereby conferred on Mark or any Administrator or Receiver appointed by him and the Company hereby expressly authorises Mark to pursue any insurance claim relating to the Charged Property in the name of the Company and to delegate all or any of the powers hereby conferred upon it to any Administrator or Receiver appointed by him or to such other person or persons as it may in its absolute discretion think fit.

22. APPLICATION OF RECEIPTS

22.1 Any moneys received under the powers hereby conferred shall, subject to the repayment of any claims having priority to this Debenture, be applied for the following purposes and in the following order of priority:

- (a) in satisfaction of all costs, charges and expenses properly incurred and payments properly made by Mark or any Administrator or Receiver appointed hereunder and of all remuneration due hereunder with interest on such costs charges expenses and payments as hereinafter provided in such order as Mark shall in his absolute discretion decide;
- (b) in satisfaction of the moneys outstanding and secured by this Debenture whether principal or interest in such order as Mark shall in his absolute discretion decide; and
- (c) the surplus (if any) shall be paid to the person or persons entitled thereto.

22.2 All moneys received, recovered or realised by Mark under this Debenture may be credited at the discretion of Mark to any suspense or impersonal account and may be held in such account for so long as Mark shall think fit pending its application from time to time in or towards the discharge of any of the moneys obligations and liabilities secured by this Debenture.

23. LIABILITY OF ADMINISTRATOR OR RECEIVER

Neither Mark nor any Administrator or Receiver appointed as aforesaid shall by reason of his or the Administrator's or Receiver's entering into possession of the Charged Property or any part thereof be liable to account as mortgagee in possession or be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable, but every Administrator or Receiver duly appointed by Mark under the powers in that behalf hereinbefore contained shall be deemed to be the agent of the Company for all purposes and shall as such agent for all purposes be deemed to be in the same position as a receiver duly appointed by a mortgagee under the Law of Property Act 1925 and Mark and every such Administrator or Receiver shall be entitled to all the rights powers privileges and immunities by the said Act conferred on mortgagees and receivers when such receivers have been duly appointed under the said Act.

24. PROTECTION OF PURCHASER

No purchaser, mortgagee or other person or company dealing with Mark or any Administrator or Receiver appointed hereunder or its or his agents shall be concerned to enquire whether the moneys hereby secured have become payable or whether the power which such Administrator or Receiver is purporting to exercise has become exercisable or whether any money remains due on this Debenture or to see to the application of any money paid to Mark or to such Administrator or Receiver.

25. COSTS AND EXPENSES

All costs, charges and expenses incurred and all payments made by Mark or any Administrator or Receiver appointed hereunder in the lawful exercise of the powers hereby conferred whether or not occasioned by any act neglect or default of the Company shall be payable by the Company on demand and shall be secured by this Debenture. All such costs, charges, expenses and payments shall be paid and

charged as between Mark and the Company on the basis of a full indemnity and not on the basis of a party and party or any other kind of taxation.

26. INDEMNITY

Mark and every Administrator, Receiver, attorney, manager, agent or other person appointed by Mark hereunder are hereby entitled to be indemnified out of the Charged Property in respect of all liabilities and expenses properly incurred by them or him in the execution or purported execution of any of the powers, authorities or discretions vested in them or him pursuant to this Debenture and against all actions proceedings costs claims and demands in respect of any matter or thing done or omitted by them or him in any way relating to the Charged Property, and Mark and any such Administrator or Receiver may retain and pay all sums in respect of the same out of any moneys received under the powers hereby conferred.

27. CONSOLIDATION

The restriction on the right of consolidating mortgage securities which is contained in Section 93 of the Law of Property Act 1925 shall not apply to this Debenture.

28. NOTICES

Where a notice is to be given under this Debenture it may be served by leaving it at or by sending it first-class letter post to, in the case of the Company, its registered office and, in the case of Mark, his last known residential address when it shall be deemed to have been served at the expiration of forty-eight hours after it has been posted.

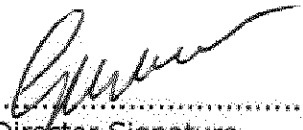
29. MISCELLANEOUS

- 29.1 Mark may, without discharging or in any way affecting the security created by this Debenture or any remedy of Mark, grant time or other indulgence or abstain from exercising or enforcing any remedy, security, guarantee or other right which they may now or in the future have from or against the Company and may make any arrangement variation and/or release with any person or persons without prejudice either to this Debenture or the liability of the Company for the moneys obligations and liabilities secured by this Debenture.
- 29.2 The provisions of this Debenture shall be severable and if at any time any one or more of such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be impaired.
- 29.3 The rights and remedies of Mark provided by this Debenture are cumulative and are not exclusive of any rights powers or remedies provided by law and may be exercised from time to time as often as Mark may deem expedient.
- 29.4 Any reference in this Debenture to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.
- 29.5 Save as provided in clause 25, the parties to this Debenture do not intend that any term of this Debenture should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Debenture other than Mark' acting either as individuals or in concert.

- 29.6 This Debenture may be executed in any number of counterparts, each of which is an original, and which together constitute one and the same document.
- 29.7 Each party to this Debenture agrees to be bound by this Debenture despite the fact that any other person which was intended to execute or to be bound does not do so or is not effectually bound and despite the fact that any Encumbrance contained in this Debenture is terminated or becomes invalid or unenforceable against any other person whether or not such termination, invalidity or unenforceability is known to Mark.
- 29.8 Neither Mark nor the Company may assign, transfer, novate or dispose of any of, or any interest in, his or its rights and obligations under this Debenture, save that Mark may assign such rights as provided in the Loan Note Instrument.
- 29.9 In the event of there being any conflict between the terms of the Guarantee and Indemnity and the terms of this Debenture, the terms of the Guarantee and Indemnity shall prevail.
- 29.10 This Debenture shall be governed by and construed in accordance with English Law.

IN WITNESS WHEREOF this Debenture had been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a Deed by
EVAC+CHAIR
INTERNATIONAL LIMITED
acting by a director, in the
presence of:


.....
Director Signature


GERARD PAUL WALLACE
.....
Print Director's name

Witness signature:

Witness name: (block capitals)

Witness address:

Witness occupation:


ANTON IVANOV

Legal Clarity Solicitors
Avebury House
55 Newhall Street
Birmingham B3 3RB
Tel: 08456 800727
LEGAL CLARITY
solicitors

Signed as a Deed by **MARK**
NICHOLAS WALLACE in the
presence of:



.....

Witness signature:

Witness name: (block capitals)

Witness address:

Witness occupation:


ANTON IVANOV

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