



Registration of a Charge

Company name: **BOWMAN POWER GROUP LIMITED**

Company number: **04998277**



X44DEOZC

Received for Electronic Filing: **31/03/2015**

Details of Charge

Date of creation: **27/03/2015**

Charge code: **0499 8277 0006**

Persons entitled: **EASTLEIGH BOROUGH COUNCIL**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) .

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: **ANNA ROBINSON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4998277

Charge code: 0499 8277 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th March 2015 and created by BOWMAN POWER GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st March 2015 .

Given at Companies House, Cardiff on 1st April 2015

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

27 March

2015

DEBENTURE

between

EASTLEIGH BOROUGH COUNCIL

-and-

BOWMAN POWER GROUP LIMITED

A R Ward
Head of Legal and Democratic Services
Eastleigh House
Upper Market Street
Eastleigh
Hampshire
SO50 9YN

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THIS DEBENTURE is made as a deed on

27 March

2015

PARTIES

- (1) EASTLEIGH BOROUGH COUNCIL of Eastleigh House Upper Market Street Eastleigh SO50 9YN (**Lender**).
- (2) BOWMAN POWER GROUP LIMITED (registered company number 04998277) whose registered office is at Ocean Quay Belvidere Road Southampton Hampshire SO14 5QY (**Borrower**).

RECITALS

- (A) The Lender has agreed to provide the Borrower with the loan on the terms of the Facility Agreement.
- (B) It is a condition precedent to the provision of the loan that the Borrower provide security to the Lender to secure the payment and discharge of the Secured Liabilities.
- (C) The Borrower has agreed to create the security required by entering into this Deed.

AGREED TERMS

1 Definitions and interpretation

- 1.1 Words and expressions defined in the Facility Agreement (defined below) will have the same meanings in this Deed unless they are expressly defined in this Deed.
- 1.2 In this Deed, unless otherwise provided:

'Default Rate'	means 2% above the base rate of Barclays Bank Plc;
'Facility Agreement'	means the Loan agreement dated on or about the date of this Deed between the Borrower and the Lender;
'Insurance'	means each contract or policy of insurance to which the Borrower is a party or in which it has an interest;

'Intellectual Property'

means copyright, patents, know-how, trade secrets, trade marks, trade names, the right to sue in passing off, design right, get-up, database right, customer lists, chip topography rights, mask works, utility models, domain names and all similar rights and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future, (v) to which the Borrower is entitled and (vi) wherever existing and the benefit of any agreement or any licence for the use of any such right;

'Land'

means any right or interest in or over land wherever situated, including without limitation any buildings and fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by such person by virtue of the ownership, possession or occupation of land and/or 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 Borrower or in which the Borrower holds an interest

'Receiver'

means a receiver appointed pursuant to this Deed or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and an administrative receiver (if the Lender is permitted to appoint such administrative receiver);

'Secured Liabilities'

means the liabilities of the Borrower to the Lender under or pursuant to the Facility Agreement and Security Documents and any interest, commission, costs, charges and expenses of the Lender under or pursuant to the Facility Agreement and the Security Documents

'Securities'

means all right, title and interest of the Borrower, now or in the future, in any:

- (a) stocks,
- (b) shares,
- (c) instruments creating, or
- (d) acknowledging any debt or other securities issued by any person, and

'Security Period'

the period starting on the date of this Deed and ending on the day 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.

- 1.3.1 each gender includes the others;
 - 1.3.2 the singular and the plural are interchangeable;
 - 1.3.3 references to clauses, Schedules or Appendices mean to clauses or Schedules of and Appendices to this Deed;
 - 1.3.4 references to this Deed include its Schedule and Appendices, as amended;
 - 1.3.5 references to persons include individuals, unincorporated bodies, government entities, companies and corporations;
 - 1.3.6 including means including without limitation and general words are not limited by example;
 - 1.3.7 clause headings do not affect their interpretation;
 - 1.3.8 an Event of Default is "**continuing**" if it has not been remedied or waived; and
 - 1.3.9 references to legislation exclude any re-enactment or modification after the date of this Deed to the extent they make any party's obligations more onerous.
- 1.4 Writing does not include facsimiles or emails.

2 Borrower's obligation to pay

- 2.1 The Borrower covenants with the Lender that it will pay and discharge to the Lender the Secured Liabilities on demand when the Secured Liabilities become due.
- 2.2 The making of one demand under this Deed will not stop the Lender making any further demands.
- 2.3 The Lender will not make any demand unless it is entitled to do so.

3 Creation of security

- 3.1 As continuing security for the payment and discharge of the Secured Liabilities the Borrower charges to the Lender with full title guarantee
 - 3.1.1 by way of fixed charge the assets set out in Schedule 1; and
 - 3.1.2 by way of floating charge the Borrower's bank accounts and Intellectual Property book debts and other assets not otherwise effectively charged by clause 3.1.1.
- 3.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by Clause 3.1.2.

4 Crystallisation

- 4.1 The floating charge created by clause 3.1.2 will crystallise into a fixed charge:
 - 4.1.1 by notice in writing given by the Lender to the Borrower at any time after the security constituted by this Deed becomes enforceable, specifying the Charged Assets over which the crystallisation will take effect and if no Charged Assets are specified, the notice shall take effect over all the Charged Assets of the Borrower; or
 - 4.1.2 automatically and instantly without notice if the Borrower resolves, without the Lender's prior written consent, to take or takes any step to:

- (a) create Security (other than Permitted Security) over any or all of the Charged Assets; and
 - (b) create a trust (other than pursuant to Permitted Security) over any or all of the Charged Assets;
- 4.1.3 automatically and instantly without notice if any person resolves, without the Lender's prior written consent, to take or takes any step to levy any distress, execution, sequestration or other process against any or all of the Charged Assets having an aggregate value of £30,000 and is not discharged within 10 Business Days.
- 4.2 Any asset acquired by the Borrower after crystallisation has occurred under clause 4.1 which would be subject to a floating charge if crystallisation had not occurred will be charged by way of a fixed charge, unless the Lender confirms otherwise in writing.
- 4.3 Any charge by the Borrower that has crystallised under clause 4.1 may, by notice in writing given at any time by the Lender to the Borrower, be reconverted into a floating charge in relation to the Charged Assets specified in the notice and if no Charged Assets are specified, the notice shall take effect over all the Charged Assets of the Borrower.

5 Borrower's representation and warranties

- 5.1 The Borrower represents and warrants to the Lender as follows:
 - 5.1.1 **OWNERSHIP:** The Borrower is the legal and beneficial owner of the Charged Assets, free from any Security other than Permitted Security.
 - 5.1.2 **Adverse claims and covenants:** Other than in respect of Permitted Security the Borrower has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Assets and there are no covenants, agreements, conditions, interests rights or other matters which may adversely affect the Charged Assets.
 - 5.1.3 **Breach of law or regulation:** The Borrower has at all times complied in all material respects with all applicable laws and regulations and has not breached any law or regulation which would materially adversely affect the Charged Assets.
 - 5.1.4 **Third Party Rights:** The Charged Assets are not subject to terms entitling a third party to terminate or limit the use of any facility necessary for the enjoyment and use of the Charged Assets.
 - 5.1.5 **Overriding interests:** Nothing has arisen, has been created or is subsisting, which would be an overriding interest in any of the Charged Assets, save for those already known to the Lender at the date of this Deed or which the Lender has consented to in writing.
 - 5.1.6 **Liquidation or administration:** No Security expressed to be created by this Deed is liable to be avoided or otherwise set aside on the liquidation or administration of the Borrower or otherwise.

6 Borrower's undertakings and covenants

- 6.1 The Borrower covenants not, without the prior written consent of the Lender, to:
 - 6.1.1 (except in the case of assets charged by way of floating charge only which the Borrower may deal with in the ordinary course of its business or pursuant to a Permitted Disposal) part with possession of, or transfer, sell, lease,

assign or otherwise dispose of all or any of the Charged Assets, or attempt or agree to do so;

- 6.1.2 other than Permitted Security, create, attempt to create, allow to subsist any mortgage, debenture, charge or pledge, increase the amount secured by the Deed, permit any lien (except a lien arising by operation of law in the ordinary course of trading) or other encumbrance to arise on or affect all or any of the Charged Assets;
 - 6.1.3 other than Permitted Security, permit any person to become entitled to any proprietary right or interest which might affect the value of any land fixtures or fixed plant and machinery charged by this Deed;
 - 6.1.4 redeem or purchase its own shares or pay dividends of an unusually large amount;
 - 6.1.5 do or allow any act or omission which may materially prejudice the value to the Lender of the Charged Assets; or
 - 6.1.6 create any subsidiaries.
- 6.2 The Borrower covenants that it will, unless, in any case, the Lender has given its written consent otherwise:
- 6.2.1 carry on its business properly and efficiently and not materially change how it conducts its business;
 - 6.2.2 notify the Lender in writing of any breach of this Deed, the Facility Agreement or any other Security Document, immediately on it becoming aware of such breach;
 - 6.2.3 maintain all plant, machinery, fixtures, fittings, vehicles, computers and office and other equipment part of the Charged Assets in good working order and condition (fair wear and tear accepted);
 - 6.2.4 in relation to the Intellectual Property which forms part of the Charged Assets and which is necessary for the conduct of the Borrower's business, observe all covenants and obligations and maintain and renew all relevant registrations, permits and licences;
 - 6.2.5 institute, pursue and defend proceedings relating to the Charged Assets as required to protect their value and apply moneys from such proceedings towards the general corporate purposes of the Borrower and following the occurrence of an Event of Default which is continuing in discharge of sums due to the Lender;
 - 6.2.6 at its own expense, keep insured any of the Charged Assets to their full replacement value including professional fees and other expenses with reputable insurers approved by the Lender against risks normally insured for assets of that type in the name of the Borrower with the interests of the Lender noted as mortgagee;
 - 6.2.7 punctually pay all insurance premiums, and produce the insurance documents including any receipt on request of the Lender and apply moneys received from insurance towards replacing, restoring or reinstating the Charged Assets or following the occurrence of an Event of Default which is continuing in discharge of its obligations under this Deed. If the Borrower does not maintain insurance, the Lender may do so at the Borrower's expense;
 - 6.2.8 punctually pay, and indemnify the Lender against, all moneys due in respect of the Charged Assets;

- 6.2.9 comply with all statutory, regulatory and other requirements applying to the Charged Assets except where actually materially adverse to the Lender's interest, when the Borrower will immediately consult the Lender and make or join the Lender in making such representations as the Lender may request;
- 6.2.10 if requested by the Lender, ensure that each subsidiary of the Borrower guarantees to the Lender payment of all monies covenanted to be paid under this Deed and charge its undertaking, property and assets to secure such payment in such manner as the Lender may request.

7 Liability of borrower

- 7.1 The Borrower's liability in respect of the Secured Liabilities shall not be discharged or prejudiced by:
 - 7.1.1 the renewal, determination, variation or increase of the loan under the Facility Agreement or the acceptance or variation of any compromise, arrangement or settlement or the omission to claim or enforcement of payment from any other person by the Lender; or
 - 7.1.2 any security, guarantee, indemnity, remedy or other right held by or available to the Lender being or becoming wholly or partially illegal, void or unenforceable on any ground; or
 - 7.1.3 any other act or omission which but for this provision might have discharged or otherwise prejudiced the liability of the Borrower.
- 7.2 The Borrower may not require the Lender to:
 - 7.2.1 enforce any security or other right; or
 - 7.2.2 claim any payment from; or
 - 7.2.3 otherwise proceed;
against any other person before enforcing this Deed against the Borrower.

8 Enforcement

The Lender may enforce this Deed at any time after:

- 8.1 the occurrence of an Event of Default which is continuing.

9 Appointment, powers and removal of receivers

- 9.1 At any time after the security created by this Deed becomes enforceable the Lender may without further notice appoint in writing any one or more persons to be a receiver or a receiver and manager. Where more than one Receiver is appointed they will have the power to act separately (unless the appointment specifies otherwise).
- 9.2 The Lender may determine the remuneration of the Receiver.
- 9.3 The appointment of a Receiver will not preclude the Lender from appointing a subsequent Receiver over all or any of the Charged Assets whether the previously appointed receiver continues to act or not.
- 9.4 The Receiver will be the agent of the Borrower and the Borrower will be solely liable for the acts, defaults, and remuneration of the Receiver unless and until the Borrower

goes into liquidation after which the receiver shall act as principal. In no event will the Receiver become the agent of the Lender.

9.5 The Receiver will have and be entitled to exercise all the powers set out in Schedule 1 and Schedule 2 to the Insolvency Act 1986 and the Law of Property Act 1925 and will also have the power, either in his name or in the name of the Borrower:

9.5.1 in connection with any sale or other disposition of the Charged Assets, to receive the consideration in a lump sum or in instalments and to receive shares and loan notes by way of consideration;

9.5.2 to grant options, licences or any other whatsoever in the Charged Assets;

9.5.3 to sever fixtures from and to repair, improve and make any alterations to, the Charged Assets;

9.5.4 to exercise any voting rights appertaining to the Borrower;

9.5.5 to do all other acts and things which the Receiver may consider desirable or necessary for realising any Charged Assets or incidental or conducive to any of the rights, powers or discretion conferred on a Receiver under or by virtue of the Deed; and

9.5.6 to exercise in relation to any Charged Assets all the powers, authorities and things which he would be capable of exercising if he was absolute beneficial owner of the same;

9.6 Neither the Lender nor the Receiver will be liable to account as mortgagee in possession or otherwise for any money not actually received by the Lender or the Receiver.

9.7 Section 109 of the Law of Property Act 1925 will not apply to this Deed or to any security it creates.

10 Powers of sale, leasing etc

10.1 Section 103 of the Law of Property Act 1925 shall not apply to this Deed but the statutory power of sale will as between the Lender and a purchaser arise on and be exercisable at any time after the execution of this Deed but the Lender will not exercise such power unless the security created by this Deed has become enforceable or after the appointment of a Receiver under clause 9.

10.2 The statutory powers of sale, leasing and accepting surrenders exercisable by the Lender are extended to allow the Lender to grant or surrender leases of any land vested in the Borrower or in which it has an interest on such terms and conditions as the Lender may think fit provided that the security constituted by this Deed has become enforceable.

10.3 The statutory power of sale exercisable by the Lender is extended to allow the Lender to sever any fixtures from the land and sell them separately.

10.4 No person dealing with the Lender or a Receiver, its agents or delegates will be concerned with whether this Deed has become enforceable, whether any power exercised or purported to be exercised has become exercisable, whether any of the Secured Liabilities remain due upon this Deed, as to the necessity or expediency of any stipulations and conditions subject to which the sale of any Charged Asset is made, as to the propriety or regularity of the sale of any Charged Asset or to see to the application of any money paid to the Lender or the Receiver, or its agents or delegates and each dealing shall be deemed to be within the powers conferred by this Deed and to be valid and effectual accordingly.

- 10.5 Section 93 of the Law of Property Act 1925 will not apply to this Deed or to any security it creates.

11 New accounts

- 11.1 On receiving notice that the Borrower has encumbered any of the Charged Assets (other than pursuant to a Permitted Security) the Lender may rule off the Borrower's account and open a new account in the name of the Borrower.
- 11.2 If the Lender does not open a new account on receipt of a notice as from that time all payments made to the Lender will be treated as if they had been credited to a new account and will not reduce the amount owing from the Borrower at the time when the notice was received.

12 Attorney

- 12.1 By way of security the Borrower irrevocably appoints the Lender, whether or not a Receiver has been appointed, and any Receiver separately as Borrower's attorney with full power to appoint substitutes and to delegate in its name and on its own behalf and as its act and deed or otherwise at any time after this security has become enforceable to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document, or perform any act that may be required of the Borrower under this Deed, or may be deemed by such attorney necessary or desirable for any purpose of this Deed or to enhance or perfect the security intended to be constituted by such attorney or to convey or transfer legal ownership of any Charged Assets.
- 12.2 The Borrower will ratify and confirm all transactions entered into by the Lender or Receiver in the proper exercise of their powers in accordance with this Deed and all transactions entered into by the Lender or the Receiver in signing, sealing, delivering and otherwise perfecting any assignment, mortgage, charge, security, deed, assurance, document or act as aforesaid.

13 Application of moneys received

- 13.1 Any money received under this Deed will, subject to the discharge of any prior-ranking claims, be paid or applied in the following order of priority:
- 13.1.1 in satisfaction of all costs, charges and expenses incurred and payments made by the Lender and/or the Receiver and of the remuneration of the Receiver;
- 13.1.2 in or towards satisfaction of the Secured Liabilities; and
- 13.1.3 as to the surplus, if any, to the person or persons entitled to it.
- 13.2 The Lender may, in its absolute discretion on or at any time or times after demand and pending the payment to the Lender of the whole of the Secured Liabilities, place and keep to the credit of a separate or suspense interest bearing account any money received, recovered or realised by the Lender by virtue of this Deed for so long and in such manner as the Lender may determine without any intermediate obligation to apply it in or towards the discharge of any of the Secured Liabilities.

14 Indemnity

- 14.1 The Borrower will indemnify the Lender against all and any costs, charges and expenses arising:
- 14.1.1 out of any of the assets charged or assigned pursuant to clause 3 resulting in the Borrower or the Lender or the Receiver infringing or allegedly infringing any third party rights; and
 - 14.1.2 in relation to any proceedings referable to the Borrower brought against the Lender and/or the Receiver or to which the Lender and/or the Receiver may be joined whether as the plaintiff or defendant that relate to any of the Charged Assets.
- 14.2 The Borrower agrees that if it fails to pay any moneys in respect of the Charged Assets or to take (or not take) any action which diminish the material value of the Charged Assets to the Lender, the Lender may pay such monies or take such action and recover the cost from the Borrower.
- 14.3 The Borrower indemnifies the Lender and its employees and agents fully at all times against any claim, liability, loss or expense incurred by the Lender directly or indirectly as a result of any delay or failure of the Borrower in complying with clause 6 or with any law, regulation, directive or code of practice applicable to the Borrower or to its business or the Charged Assets or relating to the protection of the environment or to health and safety matters.
- 14.4 Without prejudice to the generality of this clause the costs recoverable by the Lender and/or any Receiver under this Deed shall include:
- 14.4.1 all costs properly incurred by the Lender and the beneficiaries in preparing and administering this Deed or perfecting the security created by it;
 - 14.4.2 all properly incurred costs, whether or not allowable on a taxation by the Court, of all proceedings for the enforcement of this Deed or for the recovery or attempted recovery of the Secured Liabilities;
 - 14.4.3 all money expended and all costs arising out of the exercise of any power, right or discretion conferred by this Deed
- 14.5 Any overdue amounts secured by the Deed will carry interest at the Default Rate. Interest will accrue on a day-to-day basis to the date of repayment in full and, if unpaid, will be compounded with quarterly rates on the Lender's usual quarter days. Interest shall continue to be charged and compounded on this basis after as well as before any demand or judgment.

15 Release

- 15.1 Subject to clause 15.2 below, following the expiry of the Security Period the Lender will, at the request and cost of the Borrower, execute all documents as the Borrower may reasonably require to release the Charged Assets from the security constituted by this Deed.
- 15.2 Any release, discharge or settlement between the Lender and the Borrower will be conditional upon 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 and, notwithstanding any such release, discharge or settlement

16 Continuing security

- 16.1 This Deed will remain as continuing security in favour of the Lender, regardless of the settlement of any account or any other matter whatever and will be without prejudice and in addition to any and all other rights, remedies or security which is or are in place now or in the future in respect of any Charged Assets in favour of the Lender for the payment of an Indebtedness.

17 Further security

The Borrower will on the demand of the Lender execute and deliver to the Lender at the cost of the Borrower any document that the Lender reasonably requires further to secure the payment of the Secured Liabilities, or to create, enhance or perfect any fixed security over any of the Charged Assets or to give full effect to this debenture or to vest title to any of the Charged Assets in the Lender or the Lender's nominee or any purchaser.

18 Miscellaneous

18.1 Survival

Provisions which by their terms or intent are to survive termination hereof will do so.

18.2 Variation

Variations to this Deed will only have effect when agreed in writing by the parties' authorised representatives.

18.3 Severability

The unenforceability of any part of this Deed will not affect the enforceability of any other part.

18.4 Waiver

Unless otherwise agreed, no delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

18.5 Consent

Consent by a party, where required, will not prejudice its future right to withhold similar consent.

18.6 Rights of third parties

This Deed is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.

18.7 Assignment and subcontracting

18.7.1 The Lender may assign any of its rights under this Deed or transfer all its rights or obligations by novation to another bank or financial institution.

18.7.2 The Borrower may not assign any of its rights or transfer any rights or obligations under this Deed.

18.8 Entire agreement

This Deed and documents referred to in it represent the entire agreement between the parties and supersede all previous agreements, term sheets and understandings relating to the Loan whether written or oral.

18.9 Succession

This Deed will bind and benefit each party's successors and assignees.

19 Notices

19.1 Notices under this Deed will be in writing and sent to the persons and addresses in clause 19.2. They may be given, and will be deemed received:

19.1.1 by first-class post: two Business Days after posting;

19.1.2 by hand: on delivery;

19.2 Notices will be sent:

19.2.1 to the Borrower at its registered address

19.2.2 to the Lender at the address provided in this Deed.

20 Confidential Information

20.1 The Lender may disclose:

20.1.1 on a confidential basis to a subsidiary and any actual or potential assignee, transferee or sub-participant of its rights or obligations under this agreement in addition to any publicly available information such information about the Borrower as the Lender shall consider appropriate; and

20.1.2 any information about the Borrower to any person to the extent that it is required to do so by any applicable law, regulation or court order.

20.2 Subject to clause 20.1, neither party will, without the other's prior written consent, disclose:

20.2.1 the terms of this Deed;

20.2.2 any information relating to the customers, suppliers, methods, products, plans, finances, trade secrets or otherwise to the business or affairs of the other party which is obviously confidential or has been identified by the other party as such; and

20.2.3 any information developed by either party in performing its obligations under, or otherwise pursuant to this Deed,

all such information shall be defined and treated as "**Confidential Information**".

20.3 Neither party will use the other's Confidential Information except to perform this Deed.

20.4 Disclosure of Confidential Information may be made to a party's:

20.4.1 officers;

20.4.2 employees;

20.4.3 professional advisers; and

20.4.4 consultants and other agents,

on condition that the party disclosing is responsible for compliance with the obligations of confidence hereunder.

20.5 Confidential Information does not include information which:

20.5.1 is or becomes public other than by breach of this Deed;

20.5.2 was known to the other party before this Deed without breach of confidence;

20.5.3 is independently developed by or becomes available to the other party without using any information supplied by the first party; or

20.5.4 is required to be disclosed by law or regulatory authority.

20.6 This clause 20 will remain in force for a period of five (5) years from termination of this Deed.

21 Governing law and jurisdiction

21.1 This Deed is governed by the laws of England and Wales.

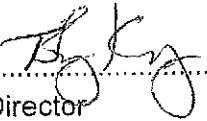
21.2 The parties will submit to the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS HEREOF the Party have executed and delivered this Deed on the day and year first above written.

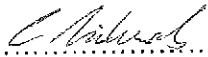
SCHEDULE 1
ASSETS CHARGED BY WAY OF FIXED CHARGE

A test rig constructed or to be constructed by the Borrower as part of a product testing and commissioning process of a 270kw turbine engine.

Executed as a deed by
**BOWMAN POWER GROUP
LIMITED** acting by
a director in the presence of:


.....
Director

Witness Signature:


.....

Witness Name:

.....
CARL RICHARDS
.....

Witness Address:

.....
125 BRADFORD ROAD
.....
BOURNEMOUTH BH9 3PL
.....

Executed as a Deed by affixing the
common seal of
EASTLEIGH BOROUGH COUNCIL
in the presence of:



.....
Head of Legal & Democratic
Services

