



**Registration of a Charge**

Company name: **ABILISOFT LTD**

Company number: **05023257**



X71884VV

Received for Electronic Filing: **07/03/2018**

---

**Details of Charge**

Date of creation: **07/03/2018**

Charge code: **0502 3257 0001**

Persons entitled: **ABILIGROUP LIMITED**

Brief description:

**Contains fixed charge(s).**

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

**Contains negative pledge.**

---

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

---

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT  
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION  
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **KINGSLEY NAPLEY LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 5023257

Charge code: 0502 3257 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th March 2018 and created by ABILISOFT LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th March 2018 .

Given at Companies House, Cardiff on 9th March 2018

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: 7<sup>th</sup> March 2018

**DEBENTURE**

**Between**

**(1) Abiligroup Limited (as Lender)**

**(2) Abilisoft Ltd (as Borrower)**

DATED 7<sup>th</sup> March 2018

## **PARTIES**

- (1) **ALIBIGROUP LIMITED** a company registered in England and Wales with company number 08774599 and whose registered office is at 9 Doolittle Mill, Froghall Road, Ampthill, Bedfordshire, MK45 2ND (the "**Lender**"); and
- (2) **ABILISOFT LTD**, a company registered in England and Wales with company number 05023257 whose registered office is at 9 Doolittle Mill, Froghall Road, Ampthill, Bedfordshire, MK45 2ND (the "**Borrower**").

## **BACKGROUND**

- (A) The Lender has agreed to make and has made loans available to the Borrower on a secured basis, from time to time.
- (B) 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. DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

In this Deed:

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

"**Borrowed Money**" means any Indebtedness for or in respect of:

- (a) borrowing or raising money, including any premium and any capitalised interest on that money;
- (b) any bond, note, loan stock, debenture, commercial paper or similar instrument;
- (c) any acceptance credit facility or dematerialised equivalent or bill-discounting, note purchase or documentary credit facilities;
- (d) monies raised by selling, assigning or discounting receivables or other financial assets on terms that recourse may be had to the Borrower in the event of non-payment of such receivables or financial assets when due;
- (e) any deferred payments for assets or services acquired, other than trade credit that is given in the ordinary course of trade and which does not involve any deferred payment of any amounts for more than 60 days;
- (f) any rental or hire charges under any financial leases (whether for land, machinery, equipment or otherwise);

- (g) any counter-indemnity obligation in respect of any guarantee, bond, standby letter of credit or other instrument issued by a third party in connection with the Borrower's performance of a contract;
- (h) any other transaction that has the commercial effect of borrowing (including any forward sale or purchase agreement and any liabilities which are not shown as borrowed money on the Borrower's balance sheet because they are contingent, conditional or otherwise);
- (i) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and when calculating the value of any derivative transaction, only the market to market value shall be taken into account); and
- (j) any guarantee, counter indemnity or other assurance against financial loss that the Borrower has given for any Indebtedness of the type referred to in paragraphs (a) to (i) of this definition incurred by any person,

when calculating Borrowed Money, no liability shall be taken into account more than once;

**"Event of Default"** means any of the events or circumstances set out in Schedule 1;

**"Indebtedness"** means any obligation to pay or repay money, present or future, whether actual or contingent, sole or joint and any guarantee or indemnity of any of those obligations;

**"Investments"** means 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 Borrower, 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;

**"Material Adverse Effect"** means any event or circumstance which, in the opinion of the Lender:

- (a) is likely to materially and adversely affect the Borrower's ability to perform or otherwise comply with all or any of its obligations to the Lender;
- (b) is likely to materially and adversely affect the business, operations, property, condition (financial or otherwise) or prospects of the Borrower; or
- (c) is likely to result in any term on which any loan is advanced to the Borrower by the Lender not being legal, valid and binding on, and enforceable in accordance with its terms against, the Borrower, and, in

the case of this Deed, not providing to the Lender security over the assets expressed to be subject to a security interest under this Deed,

**"Mortgaged Property"** means all freehold or leasehold property included in the definition of Security Asset;

**"Party"** means a party to this Deed;

**"Property"** means all estates or interests in any freehold and leasehold property (whether registered or unregistered) and all commonhold or other immovable property now or at any time in the future (and from time to time) owned by the Borrower (wherever situated) and all buildings, structures, fixtures and fixed plant and machinery at any time thereon and all easements, rights and agreements, benefit of all covenants and proceeds of sale in respect thereof, including but not limited to any property which is described in Schedule 2 (*Property currently owned*) of this Deed;

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

**"Relevant Contract"** means each agreement specified in Schedule 3 (*Relevant Contracts*) of this Deed;

**"Security"** means 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;

**"Security Asset"** means any asset of the Borrower which is, or is expressed to be, subject to any Security created by this Deed;

**"Secured Liabilities"** means all present and future monies, obligations and liabilities of the Borrower to the Lender whether actual or contingent and whether owed jointly or severally, as principle or surety, or in any other capacity whatsoever, together with all interest (including, without limitation, any default interest) accruing in respect of those monies, obligations or liabilities;

**"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

**"Third Parties Act"** means the Contracts (Rights of Third Parties) Act 1999.

## 1.2 Construction

In the Deed:

- (a) clause, schedule and paragraph headings shall not affect the interpretation of this deed;
- (b) a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint

venture or consortium (whether or not having separate legal personality);

- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (d) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (e) a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this deed shall be binding on, and enure to the benefit of, the parties to this deed and their respective personal representatives, successors, permitted assigns and permitted transferees;
- (f) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (g) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- (h) a reference to **writing** or **written** includes fax and email;
- (i) an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (j) a reference to **this deed** (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time;
- (k) unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or schedule to, this deed and a reference to a paragraph is to a paragraph of the relevant Schedule;
- (l) any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (m) a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly);
- (n) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- (o) a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisational, registration and resolution;
- (p) a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been remedied or waived;

- (q) a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and
- (r) a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.
- (s) any **rights** in respect of an asset includes:
  - (i) all amounts and proceeds paid or payable;
  - (ii) all rights to make any demand or claim; and
  - (iii) all powers, remedies, causes of action, security, guarantees and indemnities,

in each case in respect of or derived from that asset;

  - (i) any share, stock, debenture, bond or other security or investment includes:
  - (ii) any dividend, interest or other distribution paid or payable;
  - (iii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

in each case in respect of that share, stock, debenture, bond or other security or investment; and

  - (iv) the term "**this Security**" means any Security created by this Deed.
- (t) Any covenant of the Borrower under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- (u) The terms of any agreement or instrument between any Parties in relation to any loan facilities advanced to the Borrower by the Lender are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any Property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (v) If the Lender considers (acting reasonably) that an amount paid to the Lender 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.

- (w) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

### 1.3 Third party rights

In this Deed:

- (a) a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

## 2. CREATION OF SECURITY

### 2.1 General

- (a) The Borrower must pay or discharge the Secured Liabilities when due
- (b) All the security created under this Deed:
  - (i) is created in favour of the Lender;
  - (ii) is created over present and future assets of the Borrower;
  - (iii) is 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.
- (c)
  - (i) If the rights of the Borrower under any contract which is not a Relevant Contract (a "**Document**") cannot be secured without the consent of the counterparty to such Document:
    - (A) the Borrower must notify the Lender promptly;
    - (B) this Security will constitute security over all proceeds and other amounts which the Borrower may receive, or has received, under the relevant Document but will exclude the Borrower's other rights under that Document; and
    - (C) unless the Lender otherwise requires, the Borrower must use its reasonable endeavours to obtain the required consent or satisfy the relevant condition.

- (ii) If the Borrower obtains the required consent or satisfies the relevant condition:
  - (A) the Borrower must notify the Lender promptly;
  - (B) all of the Borrower's rights under that Document will immediately be secured in accordance with Clause 2.8 (*Contracts*); and
  - (C) Clause 8 (*Other Contracts*) will apply to that Document.

## 2.2 Land

- (a) The Borrower charges by way of a first legal mortgage all Property acquired by the Borrower now or in the future.
- (b) A reference in this Clause 2 to a mortgage or charge of any Property includes:
  - (i) all buildings, fixtures, fittings and fixed plant and machinery on that Property; and
  - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Borrower in respect of that Property or any moneys paid or payable in respect of those covenants.

## 2.3 Investments

The Borrower charges by way of a first fixed charge its interests in its Investments.

## 2.4 Plant and machinery

To the extent that they are not the subject of a mortgage or a first fixed charge under Clause 2.2 (*Land*), the Borrower charges by way of a first fixed charge all plant and machinery owned by the Borrower and its interest in any plant or machinery in its possession.

## 2.5 Credit balances

The Borrower charges by way of a first fixed charge all of its present and future rights and interest in respect of any account it has with any person, any amount standing to the credit of any such account and the debt represented by it.

## 2.6 Book debts etc.

The Borrower charges by way of a first fixed charge:

- (a) all of its book and other debts;
- (b) all other moneys due and owing to it; and
- (c) the benefit of all rights in relation to any item under paragraphs (a) to (b) above.

## 2.7 Insurances

- (a) The Borrower assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest (together, the "**Insurance Rights**").
- (b) To the extent that they have not been effectively assigned under paragraph (a) above, the Borrower charges by way of a first fixed charge all of its Insurance Rights.

## 2.8 Contracts

- (a) The Borrower:
  - (i) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:
    - (A) under each Relevant Contract to which it is a party or an addressee and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of any such Relevant Contract; and
    - (B) under any document, agreement or instrument to which it and any nominee or trustee is party in respect of an Investment; and
  - (ii) charges by way of a first fixed charge all of its rights under any other document, agreement or instrument to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause 2.
- (b) To the extent that they have not been effectively assigned under paragraph (a)(i) above, the Borrower charges by way of a first fixed charge all of its rights listed under paragraph (a)(i) above.

## 2.9 Miscellaneous

The Borrower charges by way of first fixed charge:

- (a) its goodwill;
- (b) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (c) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (b) above;
- (d) its uncalled capital; and
- (e) the benefit of all rights in relation to any item under paragraphs (a) to (d) above.

## 2.10 Floating charge

- (a) The Borrower charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this Clause 2.
- (b) Except as provided below, the Lender may by notice to the Borrower convert the floating charge created by this Clause 2.10 (*Floating charge*) into a fixed charge as regards any of the relevant Borrower's assets specified in that notice if:
  - (i) an Event of Default is continuing; or
  - (ii) the Lender considers (acting reasonably) 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 Clause 2.10 (*Floating charge*) will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of the Borrower's assets if an administrator is appointed or the Lender receives notice of an intention to appoint an administrator.
- (d) The floating charge created by this Clause 2.10 (*Floating charge*) is a **"qualifying floating charge"** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (e) Any asset acquired by the Borrower after any crystallisation of the floating charge created under this deed that, but for that crystallisation, would be subject to a floating charge created under this Deed, shall (unless the Lender confirms otherwise in writing) be charged to the Lender by way of first fixed charge.

## 3. RESTRICTIONS ON DEALINGS

The Borrower shall not at any time, except with prior written consent of the Lender:

- (a) create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Security created by this Deed;
- (b) sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Secured Assets that are only subject to a crystallised floating charge); or
- (c) create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party.

## 4. LAND

### 4.1 Acquisitions

If the Borrower acquires any Property in England and Wales after the date of this Deed it must:

- (a) notify the Lender immediately;
- (b) immediately on request by the Lender and at the cost of the Borrower, execute and deliver to the Lender a legal mortgage over that Property in favour of the Lender in any form which the Lender may reasonably require; and
- (c)
  - (i) if the title to that Property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of this Security; and
  - (ii) if applicable, ensure that this Security is correctly noted against that title in the title register at the Land Registry.

### 4.2 Land Registry

The Borrower consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at the 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 their conveyancer."

### 4.3 Deposit of title deeds

The Borrower must immediately, at the request of the Lender:

- (a) deposit with the Lender all deeds and documents necessary to show good and marketable title to any Property referred to in Clause 4.1 (*Acquisitions*) (the "**Title Documents**");
- (b) procure that the Title Documents are held at the applicable Land Registry to the order of the Lender; or
- (c) procure that the Title Documents are held to the order of the Lender by a firm of solicitors approved by the Lender for that purpose.

**5. INVESTMENTS**

**5.1 Deposit**

The Borrower must immediately:

- (a) deposit with the Lender, or as the Lender may direct, all certificates and other documents of title or evidence of ownership in relation to its Investments; and
- (b) execute and deliver to the Lender all share transfers and other documents which may be requested by the Lender in order to enable the Lender or its nominees to be registered as the owner of or otherwise obtain a legal title to its Investments.

**5.2 Calls**

- (a) The Borrower must pay all calls or other payments due and payable in respect of any of its Investments.
- (b) If the Borrower fails to do so, the Lender may pay the calls or other payments in respect of any of its Investments on behalf of the Borrower. The Borrower must immediately on request reimburse the Lender for any payment made by the Lender under this Clause 5.2 (*Calls*).

**5.3 Other obligations in respect of Investments**

- (a) The Borrower must promptly send a copy to the Lender of, and comply with all requests for, information which is within its knowledge and which are made under any law or regulation or any similar provision contained in any articles of association or other constitutional document, or by any listing or other authority, relating to any of its Investments. If it fails to do so, the Lender may elect to provide such information as it may have on behalf of the Borrower.
- (b) The Borrower must comply with all other conditions and obligations assumed by it in respect of any of its Investments.
- (c) The Lender is not obliged to:
  - (i) perform any obligation of the Borrower;
  - (ii) make any payment;
  - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or the Borrower; or
  - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,in respect of any of its Investments.

#### 5.4 Voting rights

- (a) Before this Security becomes enforceable:
  - (i) the voting rights, powers and other rights in respect of its Investments will be exercised:
    - (A) by the Borrower; or
    - (B) if exercisable by the Lender, in any manner which the Borrower may direct the Lender in writing; and
  - (ii) the Borrower may retain and apply for its own use all dividends, interest and other moneys paid or payable in respect of the Investments and, if any are paid or payable to the Lender or any of its nominees, the Lender will hold all those dividends, interest and other moneys received by it for the Borrower and will pay them to the Borrower promptly on request.
- (b) The Borrower must indemnify the Lender against any loss or liability incurred by the Lender as a consequence of the Lender acting in respect of any of its Investments as permitted by this Deed on the direction of the Borrower.
- (c) After this Security has become enforceable:
  - (i) the Lender may exercise (in the name of the Borrower and without any further consent or authority on the part of the Borrower) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise; and
  - (ii) all dividends and other distributions paid in respect of the Investments and received by the Borrower shall be held by the Borrower on trust for the Lender or, if received by the Lender, shall be retained by the Lender.

#### 6. ACCOUNTS

##### 6.1 General

In this Clause 6 "**Account Bank**" means a person with whom a bank account is maintained by the Borrower.

**6.2 Book debts and receipts**

- (a) The Borrower must get in and realise its book and other debts and other moneys due and owing to it, in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an account if required in accordance with paragraph (b) below) on trust for the Lender.
- (b) Following an Event of Default, the Borrower shall not, without the prior written consent of the Lender, withdraw any amounts standing to the credit of any bank account over which Security is created pursuant to this Deed.
- (c) The Borrower shall not (except as provided by this clause 6.2 or with the prior written consent of the Lender) release, exchange, compound, set off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the book debts over which Security is created pursuant to this Deed.

**6.3 Notices of charge**

The Borrower must, at the request of the Lender:

- (a) immediately serve a notice of charge, substantially in the form of Part 1 of Schedule 4 (*Forms of Notice and Acknowledgement for Account Bank*), on each Account Bank; and
- (b) use reasonable endeavours to ensure that each Account Bank acknowledges the notice, substantially in the form of Part 2 of Schedule 4 (*Forms of Notice and Acknowledgement for Account Bank*).

**7. INSURANCES**

The Borrower must, at the request of the Lender:

- (a) immediately serve a notice of assignment, substantially in the form of Part 1 of Schedule 6 (*Notice to Insurer*), on each counterparty to an insurance; and
- (b) use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 6 (*Acknowledgement of Insurer*).

**8. OTHER CONTRACTS**

The Borrower must, at the request of the Lender:

- (a) immediately serve a notice of assignment or charge (as applicable), substantially in the form of Part 1 of Schedule 6 (*Forms of Notice and Acknowledgement for Other Contracts*), on each counterparty to a contract listed in Clause 2.8 (*Contracts*); and
- (b) use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part 2 of

Schedule 6 (*Forms of Notice and Acknowledgement for Other Contracts*).

**9. WHEN SECURITY BECOMES ENFORCEABLE**

**9.1 Event of Default**

This Security will become immediately enforceable if an Event of Default occurs;

**9.2 Discretion**

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

**9.3 Statutory powers**

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 section 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**

The Lender and each Receiver 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/her 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 by the Borrower to the Lender; 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 against any Security Asset; and/or
  - (ii) procure the transfer of that Security 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 the Borrower.
- (b) The Borrower must pay to the Lender, immediately on demand, the reasonable 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 moneys are due by the Borrower to the Lender but at a time when amounts may or will become due, the Lender (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

**10.7 Financial collateral**

- (a) To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of the Borrower under this Deed constitutes a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Lender will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.
- (b) Where any financial collateral is appropriated:
  - (i) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or

- (ii) in any other case, its value will be such amount as the Lender reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it,

and the Lender will give credit for the proportion of the value of the financial collateral appropriated to its use.

## **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) the Borrower so requests to the Lender at any time.
- (b) Any appointment under paragraph (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.

### **11.4 Agent of the Borrower**

- (a) A Receiver will be deemed to be the agent of the Borrower 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. The

Borrower alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.

- (b) The Lender will not incur any liability (either to the Borrower 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 12 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/her 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 realise any Security Asset.

#### **12.3 Carry on business**

A Receiver may carry on any business of the Borrower in any manner he/she 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/she thinks fit.
- (b) A Receiver may discharge any person appointed by the Borrower.

**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/she 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/she thinks fit.
- (b) The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she 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 Borrower.

**12.7 Leases**

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he/she thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he/she 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 the Borrower 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/she 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 the Borrower and transfer to that Subsidiary any Security Asset.

**12.12 Delegation**

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

#### **12.13 Lending**

A Receiver may lend money or advance credit to any person.

#### **12.14 Protection of assets**

A Receiver may:

- (a) effect any repair or insurance and do any other act which the Borrower 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/she thinks fit.

#### **12.15 Other powers**

A Receiver may:

- (a) do all other acts and things which he/she may consider necessary or desirable 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/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and
- (c) use the name of the Borrower for any of the above purposes.

### **13. APPLICATION OF PROCEEDS**

All amounts from time to time received or recovered by the Lender or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Security will be held by the Lender and applied in repayment of any outstanding loan facilities owed by the Borrower to the Lender, at the Lender's discretion. This Clause 13:

- (a) is subject to the payment of any claims having priority over this Security; and
- (b) does not prejudice the right of any Lender to recover any shortfall from the Borrower.

### **14. EXPENSES AND INDEMNITY**

The Borrower must:

- (a) immediately on demand pay to the Lender the amount of all costs and expenses (including legal fees) incurred by the Lender in connection with this Deed including any arising from any actual or alleged breach by any person of any law or regulation; and

- (b) keep the Lender 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, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed.

### 15.2 Terms

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Lender or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Lender.

### 15.3 Liability

Neither the Lender nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

## 16. FURTHER ASSURANCES

- (a) The Borrower must promptly, at its own expense, take whatever action the Lender or a Receiver may require for:

- (i) creating, perfecting or protecting any security over any Security Asset; or
- (ii) 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 their respective delegates or sub-delegates in respect of any Security Asset.

- (b) The action that may be required under paragraph (a) above includes:

- (i) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Lender or to its nominees; or
- (ii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Lender may (acting reasonably) consider necessary or desirable.

## 17. POWER OF ATTORNEY

The Borrower, by way of security, irrevocably and severally appoints the Lender, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of the Borrower to execute, deliver and perfect all deeds, instruments and other documents in its name

and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of the Borrower under or pursuant to this Deed or generally for enabling the Lender or any Receiver to exercise the respective powers conferred on them under this Deed or by law. The Borrower ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 17.

## **18. MISCELLANEOUS**

### **18.1 Continuing Security**

This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

### **18.2 Tacking**

The Lender must perform its obligations under any loan agreement between the Lender and the Borrower (including any obligation to make available further advances).

### **18.3 New Accounts**

- (a) If any subsequent charge or other interest affects any Security Asset, the Lender may open a new account with the Borrower.
- (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 interest.
- (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.

### **18.4 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 that the Borrower 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.

### **18.5 Notice to Borrower**

This Deed constitutes notice in writing to the Borrower of any charge or assignment of a debt owed by the Borrower to any obligor and contained in any other Security Document.

**18.6 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.

**19. NOTICES**

**19.1 Delivery**

Any notice or other communication given to a party under or in connection with this Deed shall be:

- (a) in writing
- (b) delivered by pre-paid first-class post or other next working day delivery service or sent by fax: and
- (c) sent to:

- (i) the Lender at:

Address: 9 Doolittle Mill, Froghall Road, Ampthill, Bedfordshire,  
MK45 2ND

Fax: +44 (0) 1525 404070

Attention: Andrew Paul Onacko

- (ii) the Borrower at:

Address: 9 Doolittle Mill, Froghall Road, Ampthill, Bedfordshire,  
MK45 2ND

Fax: +44 (0) 1525 404070

Attention: Roy Francis Coutinho

**20. RELEASE**

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

**21. GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

**22. ENFORCEMENT**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute").

- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 21 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

**THIS DEED** has been executed and delivered as a deed on the date stated at the beginning of this Deed.

**SCHEDULE 1**

**"Event of Default"** means any of the following events or circumstances:

- (a) the Borrower fails to pay any sum payable by it when due;
- (b) the Borrower fails to comply with any other provision in connection with the Secured Liabilities;
- (c) any representation, warranty or statement made, repeated or deemed made by the Borrower in connection with this deed or any of the Secured Liabilities is (or proves to have been) incomplete, untrue, incorrect or misleading when made, repeated or deemed made;
- (d) the Borrower suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business;
- (e) any Borrowed Money is not paid when due or within any originally applicable grace period;
- (f) any Borrowed Money becomes due, or capable of being declared due and payable, prior to its stated maturity by reason of an event of default (howsoever described);
- (g) any commitment for any Borrowed Money is cancelled or suspended by a creditor of the Borrower by reason of an event of default (howsoever described);
- (h) any creditor of the Borrower becomes entitled to declare any Borrowed Money due and payable prior to its stated maturity by reason of an event of default (howsoever described);
- (i) the Borrower stops or suspends payment of its debts or is unable to pay its debts as they fall due;
- (j) the Borrower commences negotiations, or enters into any composition, compromise, assignment or arrangement, with one or more of its creditors (excluding the Lender) with a view to rescheduling any of its Indebtedness because of actual or anticipated financial difficulties;
- (k) a moratorium is declared in respect of any indebtedness of the Borrower;
- (l) any action, proceedings, procedure or step is taken in relation to:
  - (i) 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 Borrower; or
  - (ii) the composition, compromise, assignment or arrangement with any creditor of the Borrower; or

- (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Borrower or any of its assets,

save that the circumstances set out at (d)(d)(i) to (d)(d)(iii) above will not apply to any winding up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 14 days of commencement or, if earlier, the date on which it is advertised;

- (m) the value of the Borrower's assets is less than its liabilities (taking into account contingent and prospective liabilities);
- (n) any event occurs in relation to the Borrower that is analogous to those set out in paragraphs (i) to (m) above (inclusive) in any jurisdiction;
- (o) a distress, attachment, execution, expropriation, sequestration or other analogous legal process is levied, enforced or sued out on, or against the Borrower's assets;
- (p) any Security on or over the assets of the Borrower becomes enforceable;
- (q) the Borrower repudiates or evidences an intention to repudiate any terms in connection with the Secured Liabilities;
- (r) any event occurs (or circumstances exist) which, in the opinion of the Lender has or is likely to have a Material Adverse Effect; and
- (s) all or any part of the terms on which the loans are advanced to the Borrower become invalid, unlawful, unenforceable, terminated, disputed or ceases to be effective or to have full force and effect.

**SCHEDULE 2**  
**PROPERTY CURRENTLY OWNED**

Owner	Property Description / Address	Title Number(s)

**SCHEDULE 3**  
**RELEVANT CONTRACTS**

**SCHEDULE 4**  
**INVESTMENTS**

Owner	Description of shares

**SCHEDULE 5**

**FORMS OF NOTICE AND ACKNOWLEDGEMENT FOR ACCOUNT BANK**

**PART 1**

**NOTICE TO ACCOUNT BANK**

To: [Account Bank]

Copy: [Lender] (as Lender as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [ ] between [Borrower]  
and [Lender] (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have charged (by way of a first fixed charge) in favour of [Lender] (the "Lender") all our present and future rights and interests in respect of any account, and any amount standing to the credit of any account, maintained by us with you (the "Accounts").

We irrevocably instruct and authorise you to:

- (a) disclose to the Lender, without any reference to or further authority from us, any information relating to any Account requested from you by the Lender;
- (b) comply with the terms of any written notice or instruction relating to any Account received by you from the Lender;
- (c) hold all sums standing to the credit of any Account to the order of the Lender; and
- (d) in respect of any Account pay or release any sum standing to the credit of any such Account in accordance with the written instructions of the Lender.

In respect of the Accounts, we are permitted to withdraw any amount for any purpose unless and until you receive a notice from the Lender to the contrary stating that we are no longer permitted to withdraw any amount from the Account without its consent. If and from the date on which you receive any such notice, we will not be permitted to withdraw any amount from the Account without the prior written consent of the Lender.

We acknowledge that you may comply with the instructions in this letter without any further permission from us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please confirm your agreement to the above by sending the attached acknowledgement to the Lender at [address] with a copy to us.

Yours faithfully,

.....  
(Authorised Signatory)  
[Borrower]

PART 2

ACKNOWLEDGEMENT OF ACCOUNT BANK

To: [Lender] (as Lender)

Copy: [Borrower]

[Date]

Dear Sirs,

Security Agreement dated [ ] between [Borrower]  
and [Lender] (the "Security Agreement")

We confirm receipt from [Borrower] (the "Borrower") of a notice dated [ ] (the "Notice") of a charge upon the terms of the Security Agreement over all the rights of the Borrower to any amount standing to the credit of any of the Borrower's accounts with us (the "Accounts").

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of any prior security over, or the interest of any third party in, any Account;
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Account;
- (d) will comply with any notice we may receive from the Lender in respect of the Accounts.

The Accounts maintained with us are:

**[Specify accounts and account numbers here]**

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....  
(Authorised Signatory)

[Account Bank]

**SCHEDULE 6**

**FORMS OF NOTICE AND ACKNOWLEDGEMENT FOR INSURERS**

**PART 1**

**NOTICE TO INSURER**

To: [Insurer]

Copy: [Lender] (as Lender as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [ ] between [Borrower]  
and [Lender] (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely, subject to a proviso for re-assignment on redemption, to [Lender] as referred to in the Security Agreement, the "Lender") all our rights in respect of [insert details of contract of insurance] (the "Insurance").

We confirm that:

- (a) we will remain liable under the Insurance to perform all the obligations assumed by us under the Insurance; and
- (b) none of the Lender, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance (unless, and to the extent, otherwise expressly provided for in the Insurance).

We will also remain entitled to exercise all our rights, powers and discretions under the Insurance, and you should continue to give notices and make payments under the Insurance to us (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Lender in respect of the Insurance), unless and until you receive notice from the Lender to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Lender or as it directs (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Lender in respect of the Insurance).

We irrevocably instruct and authorise you to disclose to the Lender any information relating to the Insurance requested from you by the Lender.

The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Lender at [address] with a copy to us.

Yours faithfully,

.....  
(Authorised Signatory)  
[Borrower]

PART 2

ACKNOWLEDGEMENT OF INSURER

To: [Lender] (as Lender)

Copy: [Borrower]

[Date]

Dear Sirs,

**Security Agreement dated [ ] between [Borrower]  
and [Lender] (the Security Agreement)**

We confirm receipt from [Borrower] (the "Borrower") of a notice dated [ ] (the "Notice") of an assignment on the terms of the Security Agreement of all the Borrower's rights in respect of [insert details of the contract of insurance] (the "Insurance").

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice; and
- (b) will give notices and make payments under the Insurance as directed in the Notice.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....  
(Authorised Signatory)  
[Insurer]

**SCHEDULE 7**

**FORMS OF NOTICE AND ACKNOWLEDGEMENT FOR OTHER CONTRACTS**

**PART 1**

**NOTICE TO COUNTERPARTY**

To: [Contract Counterparty]

Copy: [Lender] (as Lender as defined below)

[Date]

Dear Sirs,

**Security Agreement dated [ ] between [Borrower]  
and [Lender] (the "Security Agreement")**

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely, subject to a proviso for re-assignment on redemption, to [Lender] as referred to in the Security Agreement, the "Lender") all our rights in respect of [insert details of contract] (the "Contract").

We confirm that:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (b) none of the Lender, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices and make payments under the Contract to us, unless and until you receive notice from the Lender to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Lender or as it directs.

We irrevocably instruct and authorise you to disclose to the Lender any information relating to the Contract requested from you by the Lender.

The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Lender at [address] with a copy to us.

Yours faithfully,

-----  
(Authorised Signatory)  
[Borrower]

PART 2

ACKNOWLEDGEMENT OF COUNTERPARTY

To: [Lender] (as Lender)

Copy: [Borrower]

[Date]

Dear Sirs,

Security Agreement dated [ ] between [Borrower]  
and [Lender] (the "Security Agreement")

We confirm receipt from [Borrower] (the "**Borrower**") of a notice dated [ ] (the "**Notice**") of an assignment on the terms of the Security Agreement of all the Borrower's rights in respect of [*insert details of the contract*] (the "**Contract**").

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice; and
- (b) will give notices and make payments under the Contract as directed in the Notice.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

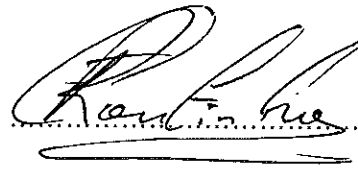
Yours faithfully,

.....  
(Authorised Signatory)  
[Contract counterparty]

EXECUTION PAGES


Lender

Executed as a deed by ABILIGROUP  
LIMITED LTD  
acting by Roy Carinho in the  
presence of:



Director

Name of witness: ANNA STONSFELD

Signature of witness: 

Address: C/O KINGSLEY NORTON LLP, 14 ST JAMES'S CAVES, LONDON

Occupation: SOLICITOR.

Address:

Fax:

Attn:

**Borrower**

Executed as a deed by ABILISOFT LTD  
in the presence of:

) .....   
)  
)

Name of witness: ANNA STONFELD

Signature of witness:



Address: C/O KINGSLEY NARLEY LLP, 14 ST JOHN'S LANE, LONDON

Occupation: SOLICITOR.