



Registration of a Charge

Company Name: **BRICE HOMES LIMITED**

Company Number: **05967024**



XBX8WTE0

Received for filing in Electronic Format on the: **13/02/2023**

Details of Charge

Date of creation: **31/01/2023**

Charge code: **0596 7024 0009**

Persons entitled: **EMPIRE CAPITAL FUNDING LIMITED**

Brief description: **ALL PROPERTIES OWNED BY THE BORROWER MORE PARTICULARLY DESCRIBED IN THE DEBENTURE AND LAND ADJOINING MEADOWS CROFT, NORTH STREET, WINKFIELD, WINDSOR, SL4 4TH REGISTERED UNDER TITLE NUMBER BK509313**

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: **RUPERT GRIFFITHS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5967024

Charge code: 0596 7024 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st January 2023 and created by BRICE HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th February 2023 .

Given at Companies House, Cardiff on 14th February 2023

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**

Debenture

Dated 31st January 2023

(1) BRICE HOMES LIMITED

(2) EMPIRE CAPITAL FUNDING LIMITED

I certify this to be a true copy,
the same having been
compared by me with the
original.

Dated this 6th day of Feb 2023

Full name: ROBERT BRIMBLE
Occupation: SOLICITOR

Nicholls Brimble Bhol Solicitors

Grays Court

11-15 High Street, Harborne,
Birmingham B17 9NT

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Schedule 1

This Deed is made on

31st January

2023

Between:

(1) BRICE HOMES LIMITED (Company number 05967024) whose registered office is at 60 Hinckley Road Leicester LE3 0RB (Borrower).

(2) EMPIRE CAPITAL FUNDING LIMITED (Company number 11921228) whose registered office is at 50 Woodgate, Leicester LE3 5GF (Lender).

It is agreed as follows:

1. Definitions and interpretation

1.1. Definitions

Terms defined in the Loan Agreement shall, unless otherwise defined in this deed, have the same meaning in this deed. In addition, the following definitions apply in this deed:

"Administrator"	an administrator appointed to manage the affairs, business and property of the Borrower pursuant to clause 15.6;
"Beneficiaries"	the Lender, a Receiver or any Delegate.
"Book Debts"	all present and future book and other debts, and monetary claims due or owing to the Borrower, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Borrower in relation to any of them;
"Business Day"	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
"Delegate"	any person appointed by the Lender or any Receiver pursuant to clause 20 and any person appointed as attorney of the Lender, Receiver or Delegate;
"Designated Account"	any account of the Borrower nominated by the Lender as a designated account for the purposes of this deed;
"Environment"	the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media;
"Environmental Law"	all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance

notes in so far as they relate to or apply to the Environment;

"Equipment" all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Borrower, including any part of it and all spare parts, replacements, modifications and additions;

"Event of Default" any default under a Finance Document;

"Finance Documents" means the Loan Agreement the Security Documents and all other agreements entered into between The Lender (directly or as agent or trustee) and the Borrower.

"Financial Collateral" shall have the meaning given to that expression in the Financial Collateral Regulations;

"Financial Collateral Regulations" the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226);

"Insurance Policy" each contract and policy of insurance effected or maintained by the Borrower from time to time in respect of its assets or business (including, without limitation, any contract or policy of insurance relating to the Properties or the Equipment);

"Intellectual Property" the Borrower's present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights;

"Investments"

all present and future certificated stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the 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;

"Lender"

the persons, who have agreed of the Loan or any other loans to the Borrower and whose names and addresses are set out in the records maintained by the Lender;

"Loan"

means the principal amount outstanding under the terms of the Loan Agreement;

"Loan Agreement"

the loan agreement entered into on or around the date of this debenture by the Borrower and the Lender;

"LPA 1925"

Law of Property Act 1925;

"Properties"

all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Borrower, or in which the Borrower holds an interest (including, but not limited to, the properties specified in Schedule 1), and
"Property" means any of them;

"Receiver"

a receiver, receiver and manager or administrative receiver of any or all of the Secured Assets appointed by the The Lender under clause 18;

"Secured Assets"

all the assets, property and undertaking for the time being subject to the Security created by, or pursuant to, this deed;

"Secured Liabilities"

all present and future monies, obligations and liabilities of the Borrower to the Beneficiaries, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity together with all interest (including, without

limitation, default interest) accruing in respect of these monies, obligations or liabilities pursuant to any Finance Document;

"Security Financial Collateral Arrangement"

shall have the meaning given to that expression in the Financial Collateral Regulations;

"Security"

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 Period"

the period starting on the date of this deed and ending on the date on which the The Lender is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding;

1.2. Interpretation

In this deed:

1.2.1. clause and Schedule headings shall not affect the interpretation of this deed;

1.2.2. 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) and that person's personal representatives, successors, permitted assigns and permitted transferees;

1.2.3. unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;

1.2.4. unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;

1.2.5. a reference to a party shall include that party's successors, permitted assigns and permitted transferees;

1.2.6. a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

1.2.7. a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;

1.2.8. a reference to writing or written includes fax but not e-mail;

1.2.9. an obligation on a party not to do something includes an obligation not to allow that thing to be done;

- 1.2.10. 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;
- 1.2.11. 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;
- 1.2.12. 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;
- 1.2.13. a reference to an amendment includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly);
- 1.2.14. a reference to assets includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.15. a reference to an authorisation includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- 1.2.16. a reference to continuing in relation to an Event of Default means an Event of Default that has not been remedied or waived;
- 1.2.17. 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
- 1.2.18. 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, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.3. Clawback

If the the Lender considers that an amount paid by the Borrower in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Borrower or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

1.4. Nature of security over real property

A reference in this deed to a charge or mortgage of or over any Property includes:

- 1.4.1. all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) that are situated on or form part of that Property at any time;
- 1.4.2. the proceeds of the sale of any part of that Property and any other monies paid or payable in respect of or in connection with that Property;

1.4.3. the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of that Property, and any monies paid or payable in respect of those covenants; and

1.4.4. all rights under any licence, agreement for sale or agreement for lease in respect of that Property.

1.5. Law of Property (Miscellaneous Provisions) Act 1989

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

1.6. Perpetuity period

If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1.7. Schedules

The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.

2. Covenant to pay

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

3. Grant of security

3.1. Fixed charges

3.1.1. As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lender by way of first fixed charge:

- (a) all Properties acquired by the Borrower in the future;
- (b) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property;
- (c) all present and future interests of the Borrower not effectively mortgaged or charged under the preceding provisions of this clause 3 in, or over, freehold or leasehold property;
- (d) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Borrower's business or the use of any property, and all rights in connection with them;
- (e) all its present and future goodwill and uncalled capital;
- (f) all the Equipment;

- (g) all the Intellectual Property;
- (h) all the Book Debts;
- (i) all the Investments;
- (j) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account); and
- (k) all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy, to the extent that effectively assigned under clause 3.2.

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

3.2. Assignment

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee assigns to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy.

3.3. Floating charge

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned pursuant to clause 3.1 to clause 3.3 inclusive.

3.4. Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3.3.

3.5. Automatic crystallisation of floating charge

The floating charge created by clause 3.3 shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if:

3.5.1. the Borrower:

- (a) creates, or attempts to create, without the prior written consent of the The Lender, a Security or a trust in favour of another person over all or any part of the Secured Assets (except as expressly permitted by the terms of this deed or the Loan Agreement); or
- (b) disposes, or attempts to dispose of, all or any part of the Secured Assets (other than Secured Assets that are only subject to the floating charge while it remains uncrystallised);

3.5.2. any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets; or

3.5.3. a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Borrower.

3.6. Crystallisation of floating charge by notice

The Lender may, in its sole discretion, at any time and by written notice to the Borrower, convert the floating charge created under this deed into a fixed charge as regards any part of the Secured Assets specified by the Lender in that notice.

3.7. Assets acquired after any floating charge has crystallised

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 under this deed, shall (unless the Lender confirms otherwise to the Borrower in writing) be charged to the Lender by way of first fixed charge.

4. Liability of the Borrower

4.1. Liability not discharged

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

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

4.1.2. the Lender or Beneficiaries or any of them renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or

4.1.3. any other act or omission that, but for this clause 4.1, might have discharged, or otherwise prejudiced or affected, the liability of the Borrower.

4.2. Immediate recourse

The Borrower waives any right it may have to require the Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against the Borrower.

5. Representations and warranties

5.1. Representations and warranties

The Borrower makes the representations and warranties set out in this clause 5 to the Lender.

5.2. Ownership of Secured Assets

The Borrower is the legal and beneficial owner of the Secured Assets.

5.3. No Security

The Secured Assets are free from any Security other than the Security created by this deed.

5.4. No adverse claims

The Borrower has not received, or acknowledged notice of, any adverse claim by any person in respect of the Secured Assets or any interest in them.

5.5. No adverse covenants

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

5.6. No breach of laws

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

5.7. No interference in enjoyment

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

5.8. No overriding interests

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

5.9. Avoidance of security

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

5.10. No prohibitions or breaches

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

5.11. Enforceable security

This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Borrower, and is and will continue to be effective security over all and every part of the Secured Assets in accordance with its terms.

5.12. Times for making representations and warranties

The representations and warranties set out in clause 5.2 to clause 5.11 are made by the Borrower on the date of this deed and are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

6. General covenants

6.1. Negative pledge and disposal restrictions

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

6.1.1. 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;

6.1.2. sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Secured Assets (except, in the ordinary course of business, Secured Assets that are only subject to an uncrystallised floating charge); or

6.1.3. create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party.

6.2. Preservation of Secured Assets

The Borrower shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender, or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this deed.

6.3. Compliance with laws and regulations

6.3.1. the Borrower shall not, without the Lender's prior written consent, use or permit the Secured Assets to be used in any way contrary to law.

6.3.2. the Borrower shall:

- (a) comply with the requirements of any law and regulation relating to or affecting the Secured Assets or the use of it or any part of them;
- (b) obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Secured Assets or their use or that are necessary to preserve, maintain or renew any Secured Asset; and
- (c) promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Secured Assets.

6.4. Enforcement of rights

The Borrower shall use its best endeavours to:

6.4.1. procure the prompt observance and performance of the covenants and other obligations imposed on the Borrower's counterparties (including each insurer in respect of an Insurance Policy); and

6.4.2. enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets which the Lender may require from time to time.

6.5. Notice of misrepresentation and breaches

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

- 6.5.1. any representation or warranty set out in this deed that is incorrect or misleading in any material respect when made or deemed to be repeated; and
- 6.5.2. any breach of any covenant set out in this deed.

6.6. Title documents

The Borrower shall, as so required by the Lender, deposit with the Lender and the Lender shall, for the duration of this deed be entitled to hold:

- 6.6.1. all deeds and documents of title relating to the Secured Assets that are in the possession or control of the Borrower (and if these are not within the possession or control of the Borrower, the Borrower undertakes to obtain possession of all these deeds and documents of title);
- 6.6.2. all Insurance Policies; and
- 6.6.3. all deeds and documents of title (if any) relating to the Book Debts as the The Lender may specify from time to time.

6.7. Insurance

6.7.1. The Borrower shall insure and keep the Secured Assets against:

- (a) loss or damage by fire or terrorist acts;
- (b) other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Borrower; and
- (c) any other risk, perils and contingencies as the The Lender may reasonably require.

Any such insurance must be with an insurance company or underwriters, and on such terms, as are reasonably acceptable to the Lender, and must be for not less than the replacement value of the relevant Secured Assets.

6.7.2. The Borrower shall, if requested by the Lender, produce to the Lender each policy, certificate or cover note relating to the insurance required by clause 6.7.1.

6.7.3. The Borrower shall, if requested by the Lender, procure that the Lender is named as co-insured with the Borrower on each insurance policy maintained by it or any person on its behalf in accordance with clause 6.7.1 and that the terms of each such insurance policy require the insurer not to invalidate the policy as against the Lender by reason of the act or default of any other joint or named insured and not to cancel it without giving at least thirty days' prior written notice to the Lender.

6.8. Insurance premiums

The Borrower shall:

6.8.1. promptly pay all premiums in respect of each insurance policy maintained by it in accordance with clause 6.7.1 and do all other things necessary to keep that policy in full force and effect; and

6.8.2. (if the Lender so requires) produce to, or deposit with, the Lender the receipts for all premiums and other payments necessary for effecting and keeping up each insurance policy maintained by it in accordance with clause 6.7.1.

6.9. No invalidation of Insurance

The Borrower shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any insurance policy maintained by it in accordance with clause 6.7.1.

6.10. Proceeds of insurance policies

All monies received or receivable by the Borrower under any insurance policy maintained by it in accordance with clause 6.7.1 (including all monies received or receivable by it under any Insurance Policy) at any time (whether or not the security constituted by this deed has become enforceable) shall:

6.10.1. immediately be paid;

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

6.10.3. be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or, after the security constituted by this deed has become enforceable and if the Lender so directs, in or towards discharge or reduction of the Secured Liabilities.

6.11. Notices to be given by the Borrower

6.11.1. The Borrower shall immediately on the execution of this deed (or, if later, the date of acquisition of the relevant Secured Asset) give notice to each insurer that it has charged or assigned its rights and interest in and under each Insurance Policy under clause 3.

6.11.2. The Borrower shall obtain the Lender's prior approval of the form of any notice or acknowledgement to be used under this clause 6.11.

6.12. Information

The Borrower shall:

6.12.1. give the Lender such information concerning the location, condition, use and operation of the Secured Assets as the Lender may require;

6.12.2. permit any persons designated by the Lender and any Receiver to enter on its premises and inspect and examine any Secured Asset, and the records relating to that Secured Asset, at all reasonable times and on reasonable prior notice; and

6.12.3. promptly notify the Lender in writing of any action, claim or demand made by or against it in connection with any Secured Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim or demand, together with, in each case, the Borrower's proposals for settling, liquidating, compounding or contesting any such action, claim or demand and shall, subject to the Lender's prior approval, implement those proposals at its own expense.

6.13. Payment of outgoings

The Borrower shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Secured Assets and, on demand, produce evidence of payment to the Lender.

7. Property covenants

7.1. Maintenance

The Borrower shall keep all buildings and all fixtures on each Property in good and substantial repair and condition.

7.2. Preservation of Property, fixtures and Equipment

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

7.2.1. pull down or remove the whole, or any part of, any building forming part of any Property or permit the same to occur;

7.2.2. make or permit any material alterations to any Property, or sever or remove, or permit to be severed or removed, any of its fixtures; or

7.2.3. remove or make any material alterations to any of the Equipment belonging to, or in use by, the Borrower on any Property (except to effect necessary repairs or replace them with new or improved models or substitutes).

7.3. Conduct of business on Properties

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

7.4. Planning Information

The Borrower shall:

7.4.1. give full particulars to the Lender of any notice, order, direction, designation, resolution or proposal given or made by any planning authority or other public body or authority ("Planning Notice") that specifically applies to any Property, or to the locality in which

it is situated, within seven days after becoming aware of the relevant Planning Notice;
and

7.4.2. at its own expense, immediately on request by the Lender, and at the cost of the Borrower, take all reasonable and necessary steps to comply with any Planning Notice, and make, or join with the Lender in making, any objections or representations in respect of that Planning Notice that the Lender may desire.

7.5. Compliance with covenants and payment of rent

The Borrower shall:

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

7.5.2. diligently enforce all covenants, stipulations and conditions benefiting each Property and shall not (and shall not agree to) waive, release or vary any of the same; and

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

7.6. Payment of rent and outgoings

The Borrower shall:

7.6.1. where a Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time; and

7.6.2. pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed on each Property or on its occupier.

7.7. Maintenance of interests in Properties

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

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

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

7.8. Registration restrictions

If the title to any Property is not registered at the Land Registry, the Borrower shall procure that no person (other than itself) shall be registered under the Land Registration Acts 1925 to 2002 as proprietor of all or any part of any Property without the prior written consent of the Lender.

The Borrower shall be liable for the costs and expenses of the Lender in lodging cautions against the registration of the title to the whole or any part of any Property from time to time.

7.9. Development restrictions

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

7.9.1. make or, insofar as it is able, permit others to make any application for planning permission or development consent in respect of the Property; or

7.9.2. carry out, or permit, or suffer to be carried out on any Property any development as defined in the Town and Country Planning Act 1990 and the Planning Act 2008, or change or permit or suffer to be changed the use of any Property.

7.10. Environment

The Borrower shall:

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

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

7.11. No restrictive obligations

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

7.12. Proprietary rights

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

7.13. Inspection

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

7.14. Property Information

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

7.15. VAT option to tax

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

7.15.1. exercise any VAT option to tax in relation to any Property; or

7.15.2. revoke any VAT option to tax exercised, and disclosed to the Lender, before the date of this deed.

7.16. Registration at the Land Registry

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

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated in favour of EMPIRE CAPITAL FUNDING LIMITED, as The Lender, referred to in the charges register or their conveyancer."

8. Investments covenants

8.1. Deposit of title documents

8.1.1. The Borrower shall:

- (a) on the execution of this deed, deposit with the Lender, or as the Lender may direct, all stock or share certificates and other documents of title or evidence of ownership relating to any Investments owned by the Borrower at that time; and
- (b) on the purchase or acquisition by it of Investments after the date of this deed, deposit with the Lender, or as the Lender may direct, all stock or share certificates and other documents of title or evidence of ownership relating to those Investments.

8.1.2. At the same time as depositing documents with the Lender, or as the Lender may direct, in accordance with 8.1.1(a) or 8.1.1(b), the Borrower shall also deposit with the Lender, or as the Lender may direct:

- (a) all stock transfer forms relating to the relevant Investments duly completed and executed by or on behalf of the Borrower, but with the name of the transferee, the consideration and the date left blank; and
- (b) any other documents (in each case duly completed and executed by or on behalf of the Borrower) that the Lender may request to enable it or any of its nominees, or any purchaser or transferee, to be registered as the owner of, or otherwise obtain a legal title to, or to perfect its security interest in any of the relevant Investments,

so that the Lender may, at any time and without notice to the Borrower, complete and present those stock transfer forms and other documents to the Issuer of the Investments for registration.

8.2. Nominations

8.2.1. The Borrower shall terminate with immediate effect all nominations it may have made (including, without limitation, any nomination made under section 145 or section 146 of

the Companies Act 2006) in respect of any Investments and, pending that termination, procure that any person so nominated:

- (a) does not exercise any rights in respect of any Investments without the prior written approval of the Lender; and
- (b) immediately on receipt by it, forward to the Lender all communications or other information received by it in respect of any Investments for which it has been so nominated.

8.2.2. The Borrower shall not, during the Security Period, exercise any rights (including, without limitation, any rights under sections 145 and 146 of the Companies Act 2006) to nominate any person in respect of any of the Investments.

8.3. Additional registration obligations

The Borrower shall:

- 8.3.1. obtain all consents, waivers, approvals and permissions that are necessary, under the articles of association (or otherwise) of an issuer, for the transfer of the Investments to the Lender or its nominee, or to a purchaser on enforcement of the security constituted by this deed; and
- 8.3.2. procure the amendment of the share transfer provisions (including, but not limited to, deletion of any pre-emption provisions) under the articles of association, other constitutional document or otherwise of each issuer in any manner that The Lender may require in order to permit the transfer of the Investments to the Lender or its nominee, or to a purchaser on enforcement of the security constituted by this deed.

8.4. Dividends and voting rights before enforcement

8.4.1. Before the security constituted by this deed becomes enforceable:

- (a) the Borrower may retain and apply for its own use all dividends, interest and other monies 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 monies received by it for the Borrower and will pay them to the Borrower promptly on request.
- (b) the Borrower may exercise all voting and other rights and powers in respect of the Investments or, if any of the same are exercisable by the Lender or any of its nominees, to direct in writing the exercise of those voting and other rights and powers provided that:
 - (i) it shall not do so in any way that would breach any provision of this deed or for any purpose inconsistent with this deed; and
 - (ii) the exercise of, or the failure to exercise, those voting rights or other rights and powers would not, in the Lender's opinion, have an adverse effect on the value of the Investments or otherwise prejudice the Lender's security under this deed.

8.4.2. The Borrower shall indemnify the Lender against any loss or liability incurred by the Lender (or its nominee) as a consequence of the Lender (or its nominee) acting in respect of the Investments at the direction of the Borrower.

8.4.3. The Lender shall not, be exercising or not exercising any voting rights or otherwise, be construed as permitting or agreeing to any variation or other change in the rights attaching to or conferred by any of the Investments that the Lender considers prejudicial to, or impairing the value of, the security created by this deed.

8.5. Dividends and voting rights after enforcement

8.5.1. After the security constituted by this deed has become enforceable:

(a) 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 and immediately paid into a Designated Account or, if received by the Lender, shall be retained by the Lender; and

(b) all voting and other rights and powers attaching to the Investments shall be exercised by, or at the direction of, the Lender and the Borrower shall, and shall procure that its nominees shall, comply with any directions the Lender may give, in its absolute discretion, concerning the exercise of those rights and powers.

8.6. Calls on Investments

The Borrower shall promptly pay all calls, instalments and other payments that may be or become due and payable in respect of all or any of the Investments. The Borrower acknowledges that the Lender shall not be under any liability in respect of any such calls, instalments or other payments.

8.7. No alteration of constitutional documents or rights attaching to Investments

The Borrower shall not, without the prior written consent of the Lender, amend, or agree to the amendment of:

8.7.1. the memorandum or articles of association, or any other constitutional documents, of any issuer that is not a public company; or

8.7.2. the rights or liabilities attaching to any of the Investments.

8.8. Preservation of Investments

The Borrower shall ensure (as far as it is able to by the exercise of all voting rights, powers of control and other means available to it) that any issuer that is not a public company shall not:

8.8.1. consolidate or subdivide any of its Investments, or reduce or re-organise its share capital in any way;

8.8.2. issue any new shares or stock; or

8.8.3. refuse to register any transfer of any of its Investments that may be lodged for registration by, or on behalf of, the Lender or the Borrower in accordance with this deed.

8.9. Investments information

The Borrower shall, promptly following receipt, send to the Lender copies of any notice, circular, report, accounts and any other document received by it that relates to the investments.

9. Equipment covenants

9.1. The Borrower shall:

9.1.1. maintain the Equipment in good and serviceable condition (except for expected fair wear and tear) in compliance with all relevant manuals, handbooks, manufacturer's instructions and recommendations and maintenance or servicing schedules;

9.1.2. at its own expense, renew and replace any parts of the Equipment when they become obsolete, worn out or damaged with parts of a similar quality and of equal or greater value; and

9.1.3. not permit any Equipment to be:

- (a) used or handled other than by properly qualified and trained persons; or
- (b) overloaded or used for any purpose for which it is not designed or reasonably suitable.

10. Payment of Equipment taxes

The Borrower shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect to the Equipment and, on demand, produce evidence of such payment to the Lender.

11. Notice of Charge

The Borrower:

11.1. shall, if so requested by the Lender, affix to and maintain on each item of Equipment in a conspicuous place, a clearly legible identification plate containing the following wording:

"NOTICE OF CHARGE

This [DESCRIBE ITEM] and all additions to it [and ancillary equipment] are subject to a fixed charge dated [DATE] in favour of [NAME].";

11.2. shall note, and shall not permit any person to, conceal, obscure, alter or remove any plate affixed in accordance with clause 11.1.

12. Book debts covenants

12.1. Realising Book Debts

The Borrower shall:

12.1.1. as an agent for the Lender, collect in and realise all Book Debts, pay the proceeds into a Designated Account immediately on receipt and, pending that payment, hold those proceeds in trust for the Lender;

12.1.2. not, without the prior written consent of the Lender, withdraw any amounts standing to the credit of any Designated Account; and

12.1.3. if called on to do so by the Lender, execute a legal assignment of the Book Debts to the Lender on such terms as the Lender may require and give notice of that assignment to the debtors from whom the Book Debts are due, owing or incurred.

12.2. Preservation of Book Debts

The Borrower shall not (except as provided by clause 12.1 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.

13. Intellectual property covenants

13.1. Preservation of rights

The Borrower shall take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property including (without limitation) by observing all covenants and stipulations relating to those rights, and by paying all applicable renewal fees, licence fees and other outgoings.

13.2. Registration of Intellectual Property

The Borrower shall use all reasonable efforts to register applications for the registration of any Intellectual Property, and shall keep the Lender informed of all matters relating to each such registration.

13.3. Maintenance of Intellectual Property

The Borrower shall not permit any Intellectual Property to be abandoned, cancelled or to lapse.

14. Provisions Relating to the Lender

14.1. Security Trust

14.1.1. The Lender shall hold and administer all the rights benefits and interests constituted in its favour by or pursuant to this Debenture together with all proceeds of enforcement, exercise of realisation of the same (the Security Property) upon trust to pay and apply the same for the benefit of the Beneficiaries in accordance with their respective entitlements under the Finance Documents subject to and in accordance with the terms thereof.

14.1.2. The Lender and the Receiver shall not be liable in respect of any loss or damage which arises out of the exercise or attempted or purported exercise of or the failure to exercise any of their respective powers under this deed.

15. Powers of the Lender

15.1. Power to remedy

15.1.1. The Lender shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Borrower of any of its obligations contained in this deed.

15.1.2. The Borrower irrevocably authorises the Lender and its agents to do all things that are necessary or desirable for that purpose.

15.1.3. Any monies expended by the Lender in remedying a breach by the Borrower of its obligations contained in this deed shall be reimbursed by the Borrower to the Lender on a full indemnity basis and shall carry interest in accordance with clause 22.1.

15.2. Exercise of rights

15.2.1. The rights of the Lender under clause 16.1 are without prejudice to any other rights of the Lender under this deed.

15.2.2. The exercise of any rights of the Lender under this deed shall not make the Lender liable to account as a mortgagee in possession.

15.3. Power to dispose of chattels

15.3.1. At any time after the security constituted by this deed has become enforceable, the Lender or any Receiver may, as agent for the Borrower, dispose of any chattels or produce found on any Property.

15.3.2. Without prejudice to any obligation to account for the proceeds of any disposal made under clause 15.3.1, the Borrower shall indemnify the Lender and any Receiver against any liability arising from any disposal made under clause 15.3.1.

15.4. The Lender has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this deed on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Lender in relation to any of the Secured Assets whether or not it has taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

15.5. Indulgence

The Lender may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this deed (whether or not any such person is jointly liable with the Borrower) in respect of any of the Secured Liabilities, or of any other security for them without prejudice either to this deed or to the liability of the Borrower for the Secured Liabilities.

15.6. Appointment of an Administrator

15.6.1. The Lender may, without notice to the Borrower, appoint any one or more persons to be an Administrator of the Borrower pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this deed becomes enforceable.

15.6.2. Any appointment under this clause 15.6 shall:

- (a) be in writing signed by a duly authorised signatory of the Lender; and
- (b) take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.

15.6.3. The Lender may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this clause 15.6 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

16. When security becomes enforceable

16.1. Security becomes enforceable on Event of Default

The security constituted by this deed shall become immediately enforceable if an Event of Default occurs.

16.2. Discretion

After the security constituted by this deed has become enforceable, the Lender may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Secured Assets.

17. Enforcement of security

17.1. Enforcement powers

17.1.1. for the purposes or all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this deed.

17.1.2. The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall, be immediately exercisable at any time after the security constituted by this deed has become enforceable under clause 16.1.

17.1.3. Section 103 of the LPA 1925 does not apply to the security constituted by this deed.

17.2. Extension of statutory powers of leasing

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

- 17.2.1. grant a lease or agreement to lease;
- 17.2.2. accept surrenders of leases; or

17.2.3. grant any option of the whole or any part of the Secured Assets with whatever rights relating to other parts of it,

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

17.3. Access on enforcement

17.3.1. At any time after the Lender has demanded payment of the Secured Liabilities or if the Borrower defaults in the performance of its obligations under this deed or the Loan Agreement, the Borrower will allow the Lender or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Secured Asset and for that purpose to enter on any premises where a Secured Asset is situated (or where the Lender or a Receiver reasonably believes a Secured Asset to be situated) without incurring any liability to the Borrower for, or by any reason of, that entry.

17.3.2. At all times, the Borrower must use its best endeavours to allow the Lender or its Receiver access to any premises for the purpose of clause 17.3.1 (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.

17.4. Prior Security

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

17.4.1. redeem that or any other prior Security;

17.4.2. procure the transfer of that Security to it; and

17.4.3. settle and pass any account of the holder of any prior Security.

Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Borrower. All monies paid by the Lender to an encumbrance in settlement of any of those accounts shall, as from its payment by The Lender, be due from the Borrower to the Lender on current account and shall bear interest at the default rate of interest specified in the Loan Agreement and be secured as part of the Secured Liabilities.

17.5. Protection of third parties

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

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

17.5.2. whether any power the Lender, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or

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

17.6. Privileges

Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

17.7. No liability as mortgagee in possession

Neither the Lender, the Beneficiaries, any Receiver, any Delegate nor any Administrator shall be liable to account as mortgagee in possession in respect of all or any of the Secured Assets, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Secured Assets for which a mortgagee in possession might be liable as such.

17.8. Conclusive discharge to purchasers

The receipt of the Lender, the Beneficiaries or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any acquisition in the exercise of their respective powers, the Lender, the Beneficiaries and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

17.9. Right of appropriation

17.9.1. To the extent that:

- (a) the Secured Assets constitute Financial Collateral; and
- (b) this deed and the obligations of the Borrower under it constitute a Security Financial Collateral Arrangement,

the Lender shall have the right, at any time after the security constituted by this deed has become enforceable, to appropriate all or any of those Secured Assets in or towards the payment or discharge of the Secured Liabilities in any order that the Lender may, in its absolute discretion, determine.

17.9.2. The value of any Secured Assets appropriated in accordance with this clause shall be the price of those Secured Assets at the time the right of appropriation is exercised as listed on any recognised market index or determined by any other method that the Lender may select (including independent valuation).

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

18. Receiver

18.1. Appointment

At any time after the security constituted by this deed has become enforceable, or at the request of the Borrower, the Lender may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Secured Assets.

18.2. Removal

The Lender may, without further notice (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receiver), from time to time, by way of deed, or otherwise in writing, 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.

18.3. Remuneration

The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925, and the remuneration of the Receiver shall be a debt secured by this deed, to the extent not otherwise discharged.

18.4. Power of appointment additional to statutory powers

The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

18.5. Power of appointment exercisable despite prior appointments

The power to appoint a Receiver (whether conferred by this deed or by statute) shall be, and remain, exercisable by the Lender despite any prior appointment in respect of all or any part of the Secured Assets.

18.6. Agent of the Borrower

Any Receiver appointed by the Lender under this deed shall be the agent of the Borrower and the Borrower shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Borrower goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lender or Beneficiaries.

19. Powers of receiver

19.1. General

19.1.1. Any Receiver appointed by the Lender under this deed shall, in addition to the powers conferred on him by statute, have the powers set out in clause 19.2 to clause 19.22.

19.1.2. If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.

19.1.3. Any exercise by a Receiver of any of the powers given by clause 19 may be on behalf of the Borrower, the directors of the Borrower (in the case of the power contained in clause 19.16) or himself.

19.2. Repair and develop Properties

A Receiver may undertake or complete any works of repair, building or development on the Properties and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

19.3. Surrender leases

A Receiver may grant, or accept surrenders of, any leases or tenancies affecting any Property and may grant any other interest or right over any Property on any terms, and subject to any conditions, that he thinks fit.

19.4. Employ personnel and advisors

A Receiver may provide services and employ or engage any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that he thinks fit. A Receiver may discharge any such person or any such person appointed by the Borrower.

19.5. Make VAT elections

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

19.6. Remuneration

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) that the Lender may prescribe or agree with him.

19.7. Realise Secured Assets

A Receiver may collect and get in the Secured Assets or any part of them in respect of which he is appointed, and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Secured Assets with like rights.

19.8. Manage or reconstruct the Borrower's business

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Borrower.

19.9. Dispose of Secured Assets

A Receiver may sell, exchange, convert into money and realise all or any of the Secured Assets in respect of which he is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as he thinks fit. Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Secured Assets to be sold.

19.10. Sever fixtures and fittings

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

19.11. Sell Book Debts

A Receiver may sell and assign all or any of the Book Debts in respect of which he is appointed in any manner, and generally on any terms and conditions, that he thinks fit.

19.12. Valid receipts

A Receiver may give valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Secured Assets.

19.13. Make settlements

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

19.14. Bring proceedings

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Secured Assets as he thinks fit.

19.15. Improve the Equipment

A Receiver may make substitutions of, or improvements to, the Equipment as he may think expedient.

19.16. Make calls on the Borrower's members

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

19.17. Insure

A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause 22, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Borrower under this deed.

19.18. Powers under the LPA 1925

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925, and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.

19.19. Redeem prior Security

A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest

error, conclusive and binding on the Borrower, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

19.20. Delegation

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

19.21. Absolute beneficial owner

A Receiver may, in relation to any of the Secured Assets, exercise all powers, authorisations and rights he would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Secured Assets or any part of the Secured Assets.

19.22. Incidental powers

A Receiver may do any other acts and things:

19.22.1. that he may consider desirable or necessary for realising any of the Secured Assets;

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

19.22.3. that he lawfully may or can do as agent for the Borrower.

20. Delegation

20.1. Delegation

The Lender or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this deed (including the power of attorney granted under clause 24.1).

20.2. Terms

The Lender and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

20.3. Liability

Neither the Lender, the Beneficiaries nor any Receiver shall be in any way liable or responsible to the Borrower for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

21. Application of proceeds

21.1. Order of application of proceeds

All monies received by the Lender, a Receiver or a Delegate pursuant to this deed, after the security constituted by this deed has become enforceable, shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority:

21.1.1. in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Beneficiaries, the Lender, (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this deed, and of all remuneration due to any Receiver under or in connection with this deed;

21.1.2. in or towards payment of or provision for the Secured Liabilities in any order and manner that the Lender determines; and

21.1.3. in payment of the surplus (if any) to the Borrower or other person entitled to it.

21.2. Appropriation

Neither the Lender, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

21.3. Suspense account

All monies received by the Lender, a Receiver or a Delegate under this deed:

21.3.1. may, at the discretion of the Lender, a Receiver or a Delegate, be credited to any suspense or securities realised account;

21.3.2. shall bear interest, if any, at the rate agreed in writing between the Lender and the Borrower; and

21.3.3. may be held in that account for so long as the Lender, a Receiver or a Delegate thinks fit.

22. Costs and indemnity

22.1. Costs

The Borrower shall, promptly demand, pay to, or reimburse, the Lender and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Lender, the Beneficiaries, any Receiver or any Delegate in connection with:

22.1.1. this deed or the Secured Assets;

22.1.2. taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's, a Receiver's or a Delegate's rights under this deed; or 22.1.3. taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding up or administration of the Borrower) at the rate and in the manner specified in the Loan Agreement.

22.2. Indemnity

The Borrower shall indemnify the Lender, each Receiver and each Delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

22.2.1. the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Secured Assets;

22.2.2. taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or

22.2.3. any default or delay by the Borrower in performing any of its obligations under this deed.

Any past or present employee or agent may enforce the terms of this clause 22.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

23. Further assurance

23.1. Further assurance

23.2. The Borrower shall, at its own expense, take whatever action the Lender or any Receiver may reasonably require for:

23.2.1. creating, perfecting or protecting the security intended to be created by this deed;

23.2.2. facilitating the realisation of any Secured Asset; or

23.2.3. facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any Secured Asset,

23.3. including, without limitation (if the Lender or any Receiver thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Secured Assets (whether to the Lender or to its nominee) and the giving of any notice, order or direction and the making of any registration.

24. Power of attorney

24.1. Appointment of attorneys

By way of security, the Borrower irrevocably appoints the Lender, every Receiver and every Delegate separately to be the attorney of the Borrower and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

24.1.1. the Borrower is required to execute and do under this deed; or

24.1.2. any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Lender, any Receiver or any Delegate.

24.2. Ratification of acts of attorneys

The Borrower ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 24.1.

25. Release

25.1. Subject to clause 32.3, on the expiry of the Security Period (but not otherwise), the The Lender shall, at the request and cost of the Borrower, take whatever action is necessary to:

25.1.1. release the Secured Assets from the security constituted by this deed; and

25.1.2. reassign the Secured Assets to the Borrower.

26. Assignment and transfer

26.1. Assignment by the Lender

26.1.1. At any time, without the consent of the Borrower, the Lender may assign or transfer any or all of its rights and obligations under this deed.

26.1.2. The Lender may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Borrower, the Secured Assets and this deed that the Lender considers appropriate.

26.2. Assignment by the Borrower

The Borrower may not assign any of its rights, or transfer any of its rights or obligations, under this deed.

27. Set-off

27.1. The Lender may at any time set off any liability of the Borrower to the Lender or the Beneficiaries against any liability of the Lender to the Borrower, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this deed. If the liabilities to be set off are expressed in different currencies, the Lender may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Lender of its rights under this clause 27 shall not limit or affect any other rights or remedies available to it under this deed or otherwise.

27.2. The The Lender is not obliged to exercise its rights under clause 27.1. If, however, it does exercise those rights it must promptly notify the Borrower of the set-off that has been made.

28. Amendments, waivers and consents

28.1. Amendments

No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

28.2. Waivers and consents

28.2.1. A waiver of any right or remedy under this deed or by law, or any consent given under this deed, is only effective if given in writing by the waiving or consenting party and shall

not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

28.2.2. A failure to exercise, or a delay in exercising, any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this deed. No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this deed by the Lender shall be effective unless it is in writing.

28.3. Rights and remedies

The rights and remedies provided under this deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

29. Severance

If any provision (or part of a provision) of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this deed.

30. Counterparts

This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

31. Third party rights

Except as expressly provided in clause 22.2, a person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act. For the avoidance of doubt the Beneficiaries shall have the benefit of this deed.

32. Further provisions

32.1. Independent security

The security constituted by this deed shall be in addition to, and independent of, any other security or guarantee that the Lender or Beneficiaries may hold for any of the Secured Liabilities at any time. No prior security held by the Lender or Beneficiaries over the whole or any part of the Secured Assets shall merge in the security created by this deed.

32.2. Continuing security

The security constituted by this deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this deed in writing.

32.3. Discharge conditional

Any release, discharge or settlement between the Borrower and the Lender shall be deemed conditional on no payment or security received by the Lender or Beneficiaries in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

32.3.1. the Lender or its nominee may retain this deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that the Lender deems necessary to provide the The Lender with security against any such avoidance, reduction or order for refund; and

32.3.2. the The Lender may recover the value or amount of such security or payment from the Borrower subsequently as if the release, discharge or settlement had not occurred.

32.4. Certificates

A certificate or determination by the Lender as to any amount for the time being due to it or the Beneficiaries from the Borrower shall be, in the absence of any manifest error, conclusive evidence of the amount due.

32.5. Consolidation

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this deed.

33. Notices

33.1. Delivery

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

33.1.1. in writing;

33.1.2. delivered by hand, by pre-paid registered first-class post or other registered next working day delivery service; and

33.1.3. sent to the parties at the address set out at the beginning of this deed or to any other address as is notified in writing by one party to the other from time to time.

33.2. Receipt by the Borrower

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

33.2.1. if delivered by hand, at the time it is left at the relevant address;

33.2.2. if posted by pre-paid first-class registered post or other registered next working day delivery service, on the second Business Day after posting; and

33.2.3. if sent by fax, when received in legible form.

A notice or other communication given as described in clause 33.2.1 or clause 33.2.3 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

33.3. Receipt by the Lender

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

33.4. Service of proceedings

This clause 33 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

33.5. No notice by e-mail

A notice or other communication given under or in connection with this deed is not valid if sent by e-mail.

34. Governing law and jurisdiction

34.1. Governing law

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

34.2. Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

This document has been signed as a deed and delivered on the date first above written

Schedule 1


Property

Registered Property- Land adjoining Meadows

Croft, North Street, Winkfield, Windsor (SL4 4TH)

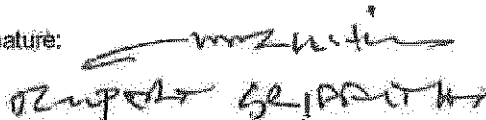
Title Number: BK509313

EXECUTED as a DEED by
BRICE HOMES LIMITED acting by its
Director,
in the presence of:



Witness Signature:

Name:



Address:

Nicholls Brimble Bhol
Solicitors

Occupation:

Solicitor

Grays Court,
11 High Street,
Harborne,
Birmingham,
B17 9NT

EXECUTED as a DEED by
EMPIRE CAPITAL FUNDING LIMITED
acting by its
Director,
in the presence of:

Witness Signature:

Witness Signature:

Name:

Address:

Occupation:

