

MR01

Particulars of a charge

026172/13.
IRIS Laserform

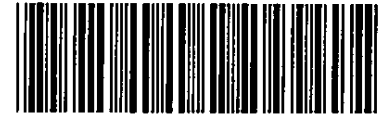
A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

✓ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

✗ **What this form is NOT for**
You may not use this form to
register a charge where there
is an instrument. Use form MR08

SATURDAY



A36 19/04/2014 #247
COMPANIES HOUSE

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied
by a court order extending the time for delivery.

✓ You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record.

1 Company details

Company number 0 6 0 7 0 3 7 4
Company name in full Future Metal Holdings Limited

3 For official use
→ **Filing in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 0 3 0 4 2 0 1 4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name ✓ D A Phillips & Co Limited

Name ✓ Douglas John Carman

Name ✓ Elizabeth Helen Chalu

Name ✓ Helen Jayne Chalu

If there are more than four names, please supply any four of these names then
tick the statement below

✓ [x] I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

The leasehold land and buildings on the south side of Ayton Road Wymondham registered at the Land Registry under title number NK273533

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

MR01

Particulars of a charge

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X



X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge

Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name

Company name

Cozens-Hardy LLP

Address Castle Chambers

Opie Street

Post town Norwich

County/Region Norfolk

Postcode

N R 1 3 D P

Country England

DX 5214 NORWICH

Telephone 01603 625231

Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

Important information

Please note that all information on this form will appear on the public record.

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'

Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6070374

Charge code: 0607 0374 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd April 2014 and created by FUTURE METAL HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th April 2014.

DN

Given at Companies House, Cardiff on 28th April 2014



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATED 03 April 2014

TRUSTEES OF FUTURE METAL PENSION SCHEME (1)

-and-

FUTURE METAL HOLDINGS LIMITED (2)

LEGAL CHARGE

relating to

Land and buildings on the south side of
Ayton Road Wymondham

We certify this to be a true and accurate
copy of the original document

Cozens-Hardy LLP
Cozens-Hardy LLP
Castle Chambers
Opie Street
Norwich NR1 3DP
Solicitors - Dated . *3/4/14*

THIS **LEGAL CHARGE** is made between the parties as stated below

A. Parties

- 1 The Borrower **BARLEY CHALU LIMITED** incorporated and registered in England and Wales with company number 00923231 whose registered office is at Ayton Road Wymondham Norfolk NR18 0QH
- 2 The Lender **D. A. PHILLIPS & CO. LTD.** of Bridewell House Bridewell Lane Tenterden Kent TN30 6FA and **DOUGLAS JOHN CARMAN** of 15 Waller Close Thorpe St Andrew Norwich Norfolk NR7 0RN **ELIZABETH HELEN CHALU** of 61 Fritillary Drive Wymondham Norfolk NR18 0XA **HELEN JAYNE CHALU** of 61 Sunningdale Norwich Norfolk NR4 6AN **JOHN LESLIE ROBERT CHALU** of 3 The Watermill Bracondale Millgate Norwich NR1 2EB **RICHARD TERENCE CHALU** of 61 Sunningdale Norwich Norfolk NR4 6AN **MOHAMMED CHESHAM-PANAM** of Manderley 179 Buxton Road Spixworth Norwich Norfolk NR10 3PL and **SUSAN CHESHAM PANAM** of Manderley 179 Buxton Road Spixworth Norwich Norfolk NR10 3PL as Trustees of Future Metal Pension Scheme
- 3 The Security Provider **FUTURE METAL HOLDINGS LIMITED** incorporated and registered in England and Wales with company number 06070374 of Ayton Road Wymondham Norfolk NR18 0QH

B. Property

The Leasehold land and buildings on the south side of Ayton Road Wymondham more particularly registered at the Land Registry under title number NK273533

C. Loan

A loan between the Lender and the Borrower contained in a loan agreement ("the Loan Agreement") made of even date (but immediately before) of this deed a copy of which is annexed hereto

W H E R E A S -

- (1) The Security Provider is seised in fee simple in possession of the Property free from incumbrances (except as herein mentioned)
- (2) The Lender has agreed to lend to the Borrower the Loan upon having the repayment thereof together with interest thereon secured in the manner set out in the Loan Agreement

NOW THIS DEED WITNESSES as follows -

1. For the consideration of the Lender lending the Loan to the Borrower the Security Provider with full title guarantee HEREBY CHARGES the Property by way of legal mortgage with the payment in accordance with the covenants herein contained of the Loan interest and other money hereby covenanted to be paid by the Borrower
2. The Security Provider HEREBY FURTHER COVENANTS with the Lender -
 - 2 1 that so long as any money remains owing on this security the Security Provider will keep the buildings for the time being comprised in the Property insured in the names of the Lender and the Security Provider against loss or damage caused by fire and such other risks as the Lender shall require to the full replacement value thereof (together with an appropriate addition for professional fees) with some insurance office or underwriters and through an agency approved by the Lender and will make all payments for the above purpose as and when the same shall become due and will when required by the Lender deliver to the Lender the policy or policies of such insurance and the receipt for each such payment PROVIDED THAT all monies which may be received by virtue of any such insurance shall be applied in the first place in making good the loss or damage in respect of which the same shall have been received (unless the Lender requires the same to be applied in or towards the discharge in whole or in part of the Loan such further or other monies or interest) and if such monies shall prove insufficient for that purpose to complete such making good out of the Security Provider's own monies
 - 2 2 that if at any time the Security Provider is entitled to the benefit of an insurance on the buildings for the time being comprised in the Property which is not effected or maintained in pursuance of the Security Provider's obligations aforesaid then all monies received by virtue of such insurance shall if the Lender so requires be applied at the option of the Lender either in making good the loss or damage in respect of

- which the same shall have been received or be paid to the Lender and be applied by the Lender in or towards discharge of the mortgage money
- 2 3 that so long as any money remains owing on this security the Security Provider will keep the buildings for the time being comprised in the Property in good repair and condition
- 2 4 that the Security Provider will -
- 2 4 1 observe and perform all covenants all planning permissions all building regulations and all restrictions conditions and stipulations (if any) for the time being affecting the Property or the mode of user or enjoyment of the same or any part thereof
- 2.4 2 pay and discharge all existing and future rents rates taxes duties charges assessments impositions and outgoings whatever (whether imposed by deed or statute or otherwise and even though of a wholly novel character) now or at any time during the continuance of this security payable in respect of the Property or any part thereof or by the owner or occupier thereof
- 2 4 3 execute and do at the expense of the Security Provider all such works and things whatever as may now or at any time during the continuance of this security be directed or required by any national or local or other public authority to be executed or done upon or in respect of the Property or any part thereof or by the owner or occupier thereof
- 2 4 4 obtain all licences permissions and consents and execute and do all works and things and bear and pay all expenses required or imposed by any existing or future legislation in respect of any works carried out by the Security Provider on the Property or any part thereof or of any user thereof during the continuance of this security
- 2 4 5 not make or cause or permit to be made any alteration in or addition to the Property nor carry out any development or change of user on the Property within the meaning of any legislation for the time being relating to Town and Country Planning without the previous consent of the Lender
- 2 4 6 keep the Lender fully indemnified in respect of any breach or non-observance of the covenants contained in this sub-clause
- 2 5 if default shall at any time be made by the Security Provider in the performance of any of the covenants hereinbefore contained in this clause it shall be lawful for but not obligatory upon the Lender to perform the same and to pay all costs and damages

occasioned by such default and with power in the case of the failure to repair buildings in accordance with the covenants hereinbefore contained or enter upon the Property without becoming liable to account as mortgagee in possession All monies expended by the Lender for any such purpose and all costs charges and expenses properly incurred by the Lender in relation to the protection or enforcement of this security whether involving litigation or not and on a complete unlimited and unqualified indemnity basis with interest thereon at the rate of 4% above the base rate from time to time of Lloyds Bank PLC from the time of the same having been expended or incurred shall on demand be repaid to the Lender by the Security Provider and until such repayment shall be a charge on the Property PROVIDED THAT the charge hereby conferred shall be in addition and without prejudice to any and every other remedy lien or security which the Lender may or but for the said charge would have for the recovery of monies thereby secured or any part thereof

2 6 the Security Provider will not exercise the power of leasing or agreeing to lease or of accepting surrenders of leases conferred on a mortgagor in possession by the Law of Property Act 1925 nor otherwise grant or agree to grant any lease or tenancy of the Property or any part thereof nor confer upon any person any contractual duty right or interest to occupy the Property or any part thereof

2 7 that so long as any money remains owing on this security the Security Provider will not cause or permit any person to be registered under the Land Registration Acts as the proprietor of the Property or any part thereof without the consent in writing of the Lender and that if the Lender shall enter any caution against any such registration the costs thereby incurred by the Lender shall be deemed to have been properly incurred as mortgagee

3. If the Lender shall enter into possession of the Property or part thereof the Lender may from time to time at pleasure go out of such possession and shall not be liable to account as mortgagee in possession while in fact out of such possession PROVIDED THAT notice of such fact shall within seven (7) days after its happening be served on the Security Provider


4. In this Deed where the context admits the terms "the Borrower" "the Security Provider" and "the Lender" include the persons deriving title under them respectively and if two or more persons constitute the Borrower or the Security Provider all

cw

covenants by the Borrower or the Security Provider herein contained or hereby implied shall take effect as joint and several covenants by such persons respectively Words importing the masculine shall include the feminine and words importing the singular shall include the plural and vice versa and words importing a person or persons all mean also a body corporate

IN WITNESS whereof this Deed has been executed by the parties the day and year first before written

SIGNED as a deed (but not delivered)
until the date of this Charge) by **D A**)
PHILLIPS & CO LTD by a Director, in the)
presence of -)


DIRECTOR.....
D. A. PHILLIPS & CO. LTD. ..

Witness Signature

Witness Name

Witness Address

DIRECTOR.....

D. A. PHILLIPS & CO LTD

Witness Occupation

SIGNED as a deed (but not delivered)
until the date of this Charge) by **DOUGLAS**)
JOHN CARMAN in the presence of -)



..

Witness Signature

Witness Name

Witness Address

Witness Occupation


Christine E Turner
22A Woodside Court,
Attleborough, Norfolk NR172JT
Receptionist

SIGNED as a deed (but not delivered)
until the date of this Charge) by)
ELIZABETH HELEN CHALU in the)
presence of -)



..

Witness Signature

Witness Name

Witness Address

Witness Occupation


Christine E Turner
22A Woodside Court,
Attleborough, Norfolk NR172JT
Receptionist

SIGNED as a deed (but not delivered)
until the date of this Charge) by **HELEN**)
JAYNE CHALU in the presence of -)



Witness Signature

Christine E. Turner

Witness Name

Christine E. Turner,

Witness Address

22A Woodside Court,
Attleborough, NORFOLK NR172JT

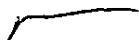
Witness Occupation

Receptionist

SIGNED as a deed (but not delivered)
until the date of this Charge) by **JOHN**)
LESLIE ROBERT CHALU in the)
presence of -)



Witness Signature



Witness Name

PAUL HOWARD

Witness Address

104 BROMEDALE AVENUE
MULBARTON, NR14 8GZ

Witness Occupation

ACCOUNT MANAGER

SIGNED as a deed (but not delivered)
until the date of this Charge) by **RICHARD**)
TERENCE CHALU in the presence of -)



Witness Signature

Christine E. Turner

Witness Name

Christine E. Turner

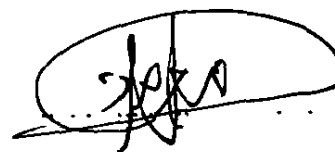
Witness Address

22A Woodside Court,
Attleborough, Norfolk NR172JT

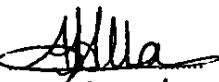
Witness Occupation

Receptionist

SIGNED as a deed (but not delivered)
until the date of this Charge) by)
MOHAMMED CHESHAM-PANAM in the)
presence of -)



Witness Signature



Witness Name

Alison Allam

Witness Address

The Nook, 2 Cheneys Lane
Tadnastan, Norfolk NR16 1DA

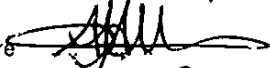
Witness Occupation

Travel Agent

SIGNED as a deed (but not delivered)
until the date of this Charge) by **SUSAN**)
CHESHAM-PANAM in the presence of -)

S. Chesham-Panam

Witness Signature



Witness Name

Alison Allam

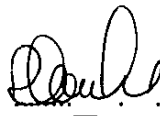
Witness Address

The Nook, 2 Cheneys ha
Tacolneston, Norfolk NR16 1DA

Witness Occupation

Travel Agent

SIGNED as a deed (but not delivered)
until the date of this Charge) by **FUTURE**)
METAL HOLDINGS LIMITED by a Director)
in the presence of:-)



Witness Signature



Witness Name

Christine E Turner

Witness Address

22nd Woodside Court,
Attleborough, Norfolk NR17 2JT.

Witness Occupation

Receptionist

THIS LOAN AGREEMENT is made the
BETWEEN

day of

2014

- (1) **BARLEY CHALU LIMITED** incorporated and registered in England and Wales with company number 00923921 whose registered office is at Ayton Road Wymondham Norfolk NR18 0QH ('the Borrower), and
- (2) **D. A PHILLIPS & CO. LTD.** of Bridewell House Bridewell Lane Tenterden Kent TN30 6FA and **DOUGLAS JOHN CARMAN** of 15 Waller Close Thorpe St Andrew Norwich Norfolk NR7 0RN **ELIZABETH HELEN CHALU** of 6 Fntillary Drive Wymondham Norfolk NR18 0XA **HELEN JAYNE CHALU** of 61 Sunningdale Norwich Norfolk NR4 6AN **JOHN LESLIE ROBERT CHALU** of 3 The Watermill Bracondale Millgate Norwich NR1 2EB **RICHARD TERENCE CHALU** of 61 Sunningdale Norwich Norfolk NR4 6AN **MOHAMMED CHESHEM-PANAM** of Manderley 179 Buxton Road Spixworth Norwich Norfolk NR10 3PL and **SUSAN CHESHEM-PANAM** of Manderley 179 Buxton Road Spixworth Norwich Norfolk NR10 3PL as Trustees of Future Metal Pension Scheme ('the Lender')

NOW IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

For all purposes of this agreement the terms defined in this clause 1 have the meanings specified

1.1 Gender, personality and number

Unless the context otherwise requires

1.1.1 the singular includes the plural and vice versa,

1.1.2 references to persons includes references to firms, companies, corporations or limited liability partnerships and vice versa, and

1.2 Headings

The clause headings do not form part of this document and are not to be taken into account in its construction or interpretation

1.3 'The Repayment Days'

'The Repayment Days' means the monthly anniversary of the date of this Agreement and each month thereafter

1.4 'The Interest Rate'

'The Interest Rate' means the greater of (a) 6.00% above the average of the base lending rates of the following six leading high street banks

- The Bank of Scotland
- Barclays Bank Plc
- HSBC Plc

- Lloyds TSB Plc
- National Westminster Plc
- Royal Bank of Scotland Plc

from time to time or, should this rate cease to exist, at another rate of interest closely comparable with the Interest Rate and (b) the minimum rate prescribed by statutory instrument 3449/205 of 'The Registered Pension Schemes (Prescribed Interest Rates for Authorised Employer Loans) Regulations 2005

1.5 Interpretation of 'the Borrower' and 'the Lender'

Unless the context otherwise requires the expressions 'the Borrower' and 'the Lender' include their respective successors and assigns whether immediate or derivative and where appropriate the survivors or survivor of them and where either party comprises two or more persons include any one or more of those persons

1.6 'The Advance'

'The Advance' means the sum of Two Hundred and Forty Five Thousand Pounds (£245,000)

1.7 References to clauses

Any reference in this document to a clause without further designation is to be construed as a reference to the clause of this document so numbered

1.9 References to statutes

Unless expressly stated to the contrary, any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it, and any general reference to a statute includes any regulations or orders made under that statute

2 AGREEMENT TO LEND ADVANCE

The Lender agrees with the Borrower to lend the Advance to the Borrower upon the terms, conditions and provisions of this agreement

3 PAYMENT OF ADVANCE, INTEREST AND COSTS

In consideration of the Advance now paid by the Lender to the Borrower (receipt of which the Borrower acknowledges) the Borrower undertakes with the Lender as set out in this clause 3

3.1 Payment of Advance

The Borrower undertakes with the Lender to pay the Advance Capital to the Lender by sixty equal monthly instalments of Four Thousand and Eighty Three Pounds and Thirty Three Pence (£4,083 33) plus interest accrued on a monthly basis free from any legal or equitable right of set-off on the on the Payment Dates the final payment being made on [] 2019 or, if earlier, immediately on demand if

- 3 1 1 any interest or other sum payable under this agreement is not paid within 28 days of becoming due, or
- 3 1 2 the Borrower fails to comply with any term, condition, covenant or provision of or to perform any of his obligations or liabilities under this agreement or any associated or collateral security, or
- 3 1 3 any representation or warranty given by the Borrower or any surety to the Lender is or becomes incorrect, or
- 3 1 4 any judgement or order made against the Borrower or any surety by any court is not complied with within 14 days, or
- 3 1 5 the property of the Borrower or any surety becomes subject to any forfeiture or execution, distress, sequestration or other form of process, or
- 3 1 6 a mortgagee takes possession of or exercises or seeks to exercise any power of sale or of an appointment of a receiver in relation to any property of the Borrower or of any surety, or
- 3 1 7 in the case of a company
 - 3 1 7 1 the Borrower or any surety ceases or threatens to cease to carry on, or disposes or threatens to dispose of, its business or a material part of its business, or
 - 3 1 7 2 the Borrower or any surety makes a proposal for a voluntary arrangement under the Insolvency Act 1986 Part I or enters, or seeks to enter, into any other form of composition or arrangement with its creditors whether in whole or in part, or
 - 3 1 7 3 the Borrower or any surety becomes subject to a notice of an intended appointment of an administrator or an application is made to any court or any meeting of directors or members is called with a view to the Borrower or any surety entering into administration, or
 - 3 1 7 4 an administrative receiver is appointed in respect of the whole or any part of the undertaking of the Borrower or any surety, or
 - 3 1 7 5 a petition is presented in any court or a meeting is convened for the purpose of considering a resolution for the winding up of the Borrower or any surety (except in the case of a reconstruction or amalgamation that has the previous approval in writing of the Lender)

3 2 **Early repayment of Advance**

Notwithstanding the provisions of clause 3 1 the Borrower may at any time repay the Advance or so much of it as may be owing on giving to the Lender notice subject to the Borrower at the same time also paying or discharging all other obligations and liabilities due or owing by the Borrower to the Lender under this agreement or under the terms of any security associated with or collateral to it

3.3 **Interest**

3.3.1 Repayments

The Borrower undertakes with the Lender to pay to the Lender interest on the Advance (or so much of it as may from time to time remain outstanding) at the Interest Rate, from the date of this deed, by equal monthly payments on the Payment Days, such interest to be payable as well after as before any demand or judgement or the administration or liquidation or, as appropriate, bankruptcy, death or insanity of the Borrower

3.3.2 Capitalisation of arrears of interest

3.3.2.1 Capitalisation

If any interest payable under this agreement is not paid within 28 days after the due date for payment it shall be capitalised and added to the Advance and be charged on the Property and bear interest from the due date for payment at the Interest Rate and on the Payment Days

3.3.2.2 Enforcement

The capitalisation of arrears of interest is to be without prejudice to the Lender's right at any time to enforce payment of the sums concerned as interest in arrear

3.3.2.3 Payment of capitalised arrears

The Borrower may at any time pay to the Lender, in addition to the interest then due, all or any part of the Advance representing capitalised arrears of interest

3.3.2.4 General

Otherwise all covenants and provisions contained in this agreement and all powers and remedies conferred by law or by this agreement and all rules of law or equity relating to the Advance and interest on it shall equally apply to capitalised arrears of interest and to interest on them

3.4 Costs, charges, expenses and other liabilities

3.4.1 Payment of costs, charges, expenses and other liabilities

The Borrower undertakes with the Lender to pay to the Lender on demand, and on a full and unlimited indemnity basis, all costs, charges, expenses and liabilities paid and incurred by the Lender (whether directly or indirectly) in relation to this agreement and the obligations owed under and associated with this agreement and any associated or collateral security (including all commission, legal and other professional costs and fees and disbursements and VAT on them) together with interest from the date when the Lender becomes liable for them until payment by the Borrower at the Interest Rate, such interest to be payable in the same manner as interest on the Advance

3.4.2 Costs included

Without prejudice to the generality of the provisions of that clause, the Borrower's liability under clause 3 4 1 will include not only those costs, charges, expenses and liabilities that would otherwise be allowable on the taking of an account between a mortgagor and mortgagee but also (and in so far as they are not so allowable) those incurred in relation to or arising out of

- 3 4 2 1 the contemplation and institution of all proceedings and other action in connection with the enforcement of this agreement and with the enforcement, preservation and protection of any associated or collateral security,
- 3 4 2 2 the contemplation and institution of all proceedings and other action (whether against the Borrower or otherwise) for the payment or discharge of the money and liabilities associated with this agreement or any associated or collateral security,
- 3 4 2 3 the exercise or contemplated exercise of any power, right or discretion conferred by this agreement or by law on the Lender,
- 3 4 2 4 any default by the Borrower or any surety in compliance with the obligations imposed by the terms of this agreement or any associated or collateral security,
- 3 4 2 5 any impeachment or attempted impeachment of the title of the Lender (whether by the Borrower or by a third party) or of the title of the Borrower to any associated or collateral security, and
- 3 4 2 6 the contemplation or doing of any other matter or thing which the Lender considers to be for the benefit or improvement of any associated or collateral security

4 BORROWER'S REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender as set out in this clause 4

4.1 Contravention of other liabilities

The execution of and the observance and performance of the Borrower's obligations under this agreement does not and will not contravene any charge, mortgage, lease, loan facility or other agreement

4.2 Capacity

The execution of and the observance of the Borrower's obligations under this agreement does not and will not contravene any of the provisions of its constitution

5 INDULGENCE AND WAIVER

The Lender may at any time or times without discharging or diminishing or in any way prejudicing or affecting this agreement or any associated or collateral security or any right or remedy of the Lender under this agreement or any associated or collateral security grant to the Borrower, or to any other person, time, indulgence, further credit, loans or advances, or enter into any

arrangement or variation of rights or, either in whole or in part, release, abstain from perfecting or enforcing, or neglect or fail to perfect or enforce any remedies, securities, guarantees or rights which he may now or subsequently have from or against the Borrower or any other person

6 DEMANDS AND NOTICES

6.1 Form and mode of deemed service

Any demand or notice by the Lender under this agreement must be in writing and shall be deemed to have been properly served on the Borrower if served personally on any one of the directors or the secretary of the Borrower or by first class letter post or fax addressed to the Borrower at or by delivery to his usual or last known place of abode or business or, as appropriate, its registered office or at any of its principal places of business

6.2 Method of service

Service shall be deemed to be effected notwithstanding the death or, as appropriate, dissolution of the Borrower

6 2 1 at 0930 hours on the second business day (being a day when the United Kingdom clearing banks are open for business in the City Of London) immediately following the day of posting if given by first class letter post irrespective of the time or date of actual delivery or of lack of delivery,

6 2 2 when dispatched if given by fax, and

6 2 3 when left at the property concerned if delivered

6.3 Other methods of service

The methods of service described in clause 6 1 are in addition, and without prejudice, to any other method of service prescribed or permitted by law

6.4 Multiple borrowers

If the expression 'the Borrower' includes more than one person, service on any one person shall be deemed to constitute service upon all such persons

7 VALIDITY AND SEVERABILITY

7.1 Enforceability

Each of the provisions of this agreement is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be affected or impaired

7.2 Lack of capacity

If this agreement is executed by or on behalf of more than one person and any one or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason), the remaining parties shall continue to be so bound as if those who are not bound had not been parties to the agreement

8 EXCLUSION OF THIRD PARTY RIGHTS

Nothing in this agreement is intended to confer any benefit on any person who is not a party to it

9 GOVERNING LAW AND JURISDICTION

9.1 Construction

This agreement shall be governed by and construed in accordance with English law

9.2 Jurisdiction of English courts

It is irrevocably agreed for the exclusive benefit of the Lender that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this agreement and that accordingly any suit, action or proceeding arising out of or in connection with this agreement may be brought in such courts

9.3 Jurisdiction of other courts

Nothing in this clause 9 shall limit the Lender's right to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not

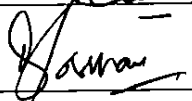
This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

Executed as a Deed by

Barley Chalul Limited

Acting by

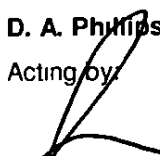
 _____ Director

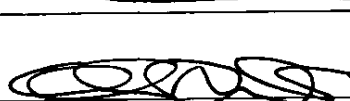
 _____ Director / ~~Secretary~~

Executed as a Deed by

D. A. Phillips & Co. Ltd

Acting by


 _____ Director

 _____ ~~Director~~ / Secretary

Executed as a Deed by

Douglas John Carman

In the presence of



Name Christine E Turner

Address 22^A Woodside Court,
Attleborough Norfolk NR12JT.

Occupation Receptionist

Signature elle Turner.

Executed as a Deed by

Elizabeth Helen Chalu

In the presence of



Name Christine E Turner

Address 22^A Woodside Court.
Attleborough. Norfolk NR172JT

Occupation Receptionist

Signature elle Turner.

Executed as a Deed by

Helen Jayne Chalu

In the presence of



Name Christine E Turner,

Address 22^A Woodside Court,
Attleborough. NORFOLK NR172JT

Occupation Receptionist

Signature elle Turner.

Executed as a Deed by

John Leslie Robert Chalu

In the presence of




Name PAUL HOWARD

Address 104 BRONDALE AVENUE

MULBARTON, NR14 8GZ

Occupation ACCOUNT MANAGER

Signature 

Executed as a Deed by

Richard Terence Chalu

In the presence of



Name Christine E Turner

Address 22A Woodside Court,

4 Littleborough, Norfolk NR17 2JT

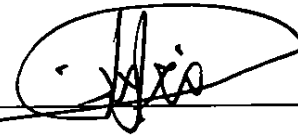
Occupation Receptionist

Signature ChE Turner

Executed as a Deed by

Mohammed Cheshem-Panam

In the presence of



Name Aileen Allam

Address The Nook, 2 Cheneys Lane

Tarcolneston, Norfolk NR16 1DA

Occupation Travel Agent

Signature 

Executed as a Deed by
Susan Cheshem-Panam

S. Cheshem-Panam

In the presence of

Name Alison Allam
Address The Nook, 2 Cheneys Lane
Tacolneston, Norfolk NR16 1DA
Occupation Travel Agent
Signature [Signature]