



**Registration of a Charge**

Company Name: **NORTH WEST POWDER COATING SERVICES LTD**

Company Number: **07163483**



Received for filing in Electronic Format on the: **05/07/2023**

XC74A87T

**Details of Charge**

Date of creation: **21/06/2023**

Charge code: **0716 3483 0001**

Persons entitled: **JEREMY PAUL MORGAN**

Brief description:

**Contains fixed charge(s).**

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

**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: **VALERIE THOMPSON**



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

Company number: 7163483

Charge code: 0716 3483 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st June 2023 and created by NORTH WEST POWDER COATING SERVICES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th July 2023 .

Given at Companies House, Cardiff on 6th July 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**

DATED 21 JUNE 2023

(1) NORTH WEST POWDER COATING SERVICES LTD

and

(2) JEREMY PAUL MORGAN

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DEBENTURE

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THIS DEED is dated

21 JUNE 2023

## PARTIES

- (1) **NORTH WEST POWDER COATING SERVICES LTD** incorporated and registered in England and Wales with company number 07163483 whose registered office is at UNIT 7 Primrose Mill, Friday Street, Chorley, Lancashire, PR6 0AA (**Chargor**); and
- (2) **JEREMY PAUL MORGAN** of (**Chargee**).

## BACKGROUND

- (A) Pursuant to a running account loan facility made between (1) the Chargee and (2) the Chargor, the Chargor has agreed to provide security to the Chargee for the Secured Liabilities on a secured basis under the terms of this deed.

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

**Administrator:** an administrator appointed to manage the affairs, business and property of the Chargor pursuant to clause 8.7.

**Book Debts:** all present and future book and other debts, and monetary claims due or owing to the Chargor, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Chargor 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.

**Charged Property:** all the assets, property and undertaking for the time being subject to the security interests created by this deed (and references to the Charged Property shall include references to any part of it).

**Delegate:** any person appointed by the Chargee or any Receiver pursuant to clause 13 and any person appointed as attorney of the Chargee, Receiver or Delegate.

**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 Chargor, including any part of it and all spare parts, replacements, modifications and additions.

**Insurance Policy:** each contract and policy of insurance effected or maintained by the Chargor 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 Chargor'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 stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by

the Chargor, including all rights accruing or incidental to those investments from time to time.

**LPA 1925:** Law of Property Act 1925.

**Permitted Future Security:** shall have the meaning set out in clause 7.

**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 Chargor, or in which the Chargor holds an interest, and **Property** means any of them.

**Receiver:** a receiver, receiver and manager or administrative receiver of any or all of the Charged Property appointed by the Chargee under clause 11.

**Secured Liabilities:** all present and future monies, obligations and liabilities owed by the Chargor to the Chargee, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity, under or in connection with the running account loan facility together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities.

**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 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:

- (a) clause and paragraph headings shall not affect the interpretation of this deed;
- (b) a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (d) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (e) a reference to a party shall include that party's successors, permitted assigns and permitted transferees;
- (f) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (g) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- (h) a reference to **writing** or **written** includes e-mail;

- (i) an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (j) a reference to **this deed** (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time;
- (k) unless the context otherwise requires, a reference to a clause is to a clause of this deed;
- (l) any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (m) a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly);
- (n) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- (o) a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- (p) a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been remedied or waived;
- (q) a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

### 1.3 **Clawback**

If the Chargee consider that an amount paid by the Chargor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor 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 any freehold, leasehold or commonhold property includes:

- (a) 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;
- (b) 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; and
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Chargor in respect of that Property, and any monies paid or payable in respect of those covenants,

### 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 running account loan facility and of any side letters between any parties in relation to the Running account loan facility 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).

**2. COVENANT TO PAY**

**2.1 Covenant to pay**

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

**3. GRANT OF SECURITY**

**3.1 Fixed charges**

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

- (a) all Properties acquired by the Chargor in the future;
- (b) all present and future interests of the Chargor not effectively mortgaged or charged under the preceding provisions of this clause 3 in, or over, freehold or leasehold property;
- (c) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property;
- (d) all licences, consents and authorisations (statutory or otherwise) held in connection with the Chargor's business or the use of any Charged Property, and all rights in connection with them;
- (e) all its present and future goodwill;
- (f) all its uncalled capital;
- (g) all the Equipment;
- (h) all the Intellectual Property;
- (i) all the Book Debts;
- (j) all the Investments;
- (k) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person, together with all other rights and benefits accruing to or arising in connection with each account (including, but not limited to, entitlements to interest);
- (l) 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 not effectively assigned under clause 3.2; and



- (m) all its rights in all other agreements, instruments and rights relating to the Charged Property, to the extent not effectively assigned under clause 3.2.

### **3.2 Assignment**

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor (so far as it is lawfully able) with full title guarantee assigns to the Chargee absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:

- (a) 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; and
- (b) the benefit of all other agreements, instruments and rights relating to the Charged Property.

### **3.3 Floating charge**

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Chargee, by way of first floating charge, all the undertaking, property, assets and rights of the Chargor at any time not effectively mortgaged, charged or assigned pursuant to clause 3.1 and clause 3.2 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:

- (a) the Chargor:
  - (i) creates, or attempts to create, without the prior written consent of the Chargee, a Security or a trust in favour of another person over all or any part of the Charged Property (except as expressly permitted by the terms of this deed or the running account loan facility); or
  - (ii) disposes, or attempts to dispose of, all or any part of the Charged Property (other than Charged Property that are only subject to the floating charge while it remains uncrystallised);
- (b) any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Charged Property; or
- (c) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Chargor.

### **3.6 Crystallisation of floating charge by notice**

The Chargee may, in their sole discretion, by written notice to the Chargor, convert the floating charge created under this deed into a fixed charge as regards any part of the Charged Property specified by the Chargee in that notice.

### **3.7 Assets acquired after any floating charge has crystallised**

Any asset acquired by the Chargor 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 Chargee confirm otherwise to the Chargor in writing) be charged to the Chargee by way of first fixed charge.

#### **4. LIABILITY OF THE CHARGOR**

##### **4.1 Liability not discharged**

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

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Chargee that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- (b) the Chargee 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
- (c) any other act or omission that, but for this clause 4.1, might have discharged, or otherwise prejudiced or affected, the liability of the Chargor.

##### **4.2 Immediate recourse**

The Chargor waives any right it may have to require the Chargee 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 Chargor.

#### **5. REPRESENTATIONS AND WARRANTIES**

##### **5.1 Representations and warranties**

The Chargor makes the representations and warranties set out in this clause 5 to the Chargee.

##### **5.2 Ownership of Secured Assets**

The Chargor is the sole legal and beneficial owner of the Charged Property.

##### **5.3 No Security**

The Charged Property is free from any Security other than the Security created by this deed.

##### **5.4 No adverse claims**

The Chargor has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Property or any interest in it.

##### **5.5 No adverse covenants**

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever, which materially adversely affect the Charged Property.

##### **5.6 No breach of laws**

There is no breach of any law or regulation which materially adversely affects the Charged Property.

**5.7 No interference in enjoyment**

No facility necessary for the enjoyment and use of the Charged Property 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 which 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 Chargor or otherwise.

**5.10 No prohibitions or breaches**

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

**5.11 Enforceable security**

This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Chargor, and is, and will continue to be, effective security over all and every part of the Charged Property 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 Chargor 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 Disposal restrictions**

The Chargor shall not at any time, except with the prior written consent of the Chargee, 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 Charged Property (except, in the ordinary course of business, Charged Property that are only subject to an uncrystallised floating charge).

**6.2 Preservation of Charged Property**

The Chargor shall not do, or permit to be done, any act or thing that it knows would or is likely to depreciate, jeopardise or otherwise prejudice the security held by the Chargee, or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this deed.

**6.3 Compliance with laws and regulations**

The Chargor shall comply with all statutes, byelaws and regulations relating to its trade or business and the whole or any part of the Charged Property.

#### **6.4 Notice of misrepresentation and breaches**

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

- (a) any representation or warranty set out in clause 5 which is incorrect or misleading in any material respect when made or deemed to be repeated; and
- (b) any breach of any covenant set out in clause 6 of this deed.

#### **6.5 Title documents**

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

- (a) all deeds and documents of title relating to the Charged Property that are in the possession or control of the Chargor (and if these are not within the possession or control of the Chargor, the Chargor undertakes to use its reasonable endeavours to obtain possession of all these deeds and documents of title);
- (b) all Insurance Policies and any other insurance policies relating to any of the Charged Property that the Chargor is entitled to possess; and
- (c) all deeds and documents of title (if any) relating to the Book Debts as the Chargee may specify (acting reasonably) from time to time.

#### **6.6 Enforcement of rights**

The Chargor shall use its best endeavours to:

- (a) procure the prompt observance and performance of the covenants and other obligations imposed on the Chargor's counterparties; and
- (b) enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Property which the Chargee may require from time to time.

#### **6.7 Insurance**

The Chargor shall:

- (a) insure and keep insured all of its undertaking and assets with reputable and responsible insurers previously approved by the Chargee in such manner and to such extent as is reasonable and customary for an enterprise engaged in the same or similar business and in the same or similar localities against such risks and contingencies as the Chargee shall from time to time request;
- (b) procure that the interest of the Chargee is noted on all its policies of insurance in such manner as the Chargee may in their absolute discretion require; and
- (c) duly and punctually pay all premiums and any other monies necessary for maintaining its insurance in full force and effect.

#### **6.8 Proceeds of insurance policies**

All monies received or receivable by the Chargor under any insurance policy (including all monies received or receivable by it under any Insurance Policy) at any time after the security constituted by this deed has become enforceable shall:

- (a) immediately be paid to the Chargee;
- (b) if they are not paid directly to the Chargee by the insurers, be held by the Chargor as trustee of the same for the benefit of the Chargee (and the Chargor shall account for them to the Chargee); and
- (c) at the option of the Chargee, be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or in, or towards, discharge or reduction of the Secured Liabilities.

#### **6.9 Repair**

The Chargor shall:

- (a) at all times keep in good and substantial repair and condition all the Charged Property including, without limitation, all buildings, erections, structures and fixtures and fittings on and in the Properties;
- (b) keep all Equipment in good repair, working order and condition and fit for its purpose; and
- (c) where it is uneconomic to repair any part of the Charged Property, replace such part by another similar asset of equal or greater quality and value.

#### **6.10 Investments**

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 Chargor shall be held on trust for the Chargee; and
- (b) all voting and other rights and powers attaching to the Investments shall be exercised by, or at the direction of the Chargee and the Chargor shall, and shall procure that its nominees shall, comply with any directions the Chargee may, in their absolute discretion, give concerning the exercise of those rights and powers.

#### **6.11 Intellectual Property**

The Chargor shall take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property including (without limitation) observing all covenants and stipulations relating to such rights and paying all applicable renewal fees, licence fees and other outgoings and shall not permit any Intellectual Property to be abandoned, cancelled or to lapse.

#### **6.12 Information**

The Chargor shall:

- (a) promptly give the Chargee such information concerning the location, condition, use and operation of the Charged Property as the Chargee may reasonably require; and

- (b) permit the Chargee and any Receiver to enter on its premises and inspect and examine any Charged Property, and the records relating to that Charged Property, at all reasonable times and on reasonable prior notice.

#### **6.13 Payment of outgoings**

The Chargor shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Charged Property and, on demand, produce evidence of payment to the Chargee (if reasonably requested to do so).

#### **6.14 Authorisations**

The Chargor shall promptly obtain all consents and authorisations necessary (and do all that is needed to maintain them in full force and effect) under any law or regulation of its jurisdiction of incorporation to enable it to perform its obligations under this deed and to ensure the legality, validity, enforceability and admissibility in evidence of this deed in its jurisdiction of incorporation.

#### **6.15 Change of business**

No substantial change shall be made (without prior written consent of the Chargee which shall not be unreasonably withheld or delayed) to the general nature of the Chargor's business as carried out at the date of this deed.

### **7. FUTURE SECURITY**

- (a) The Chargee consents to the creation of any future Security but such consent shall only extend to future Security created to secure the liabilities of the Chargor only where such liabilities are incurred for the benefit of the Chargor only (**Permitted Future Security**). The creation of any such Permitted Future Security shall not constitute a default under this deed.
- (b) The Chargee acknowledges and agrees that the Security created under this deed shall be postponed to and rank after any Permitted Future Security created in favour of a third party.

### **8. POWERS OF THE CHARGE**

#### **8.1 Power to remedy**

- (a) The Chargee shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Chargor of any of its obligations contained in this deed.
- (b) The Chargor irrevocably authorises the Chargee and its agents to do all things that are necessary or desirable for that purpose.

#### **8.2 Exercise of rights**

- (a) The rights of the Chargee under clause 8.1 are without prejudice to any other rights of the Chargee under this deed.
- (b) The exercise of any rights of the Chargee under this deed shall not make the Chargee liable to account as a mortgagee in possession.

#### **8.3 Power to dispose of chattels**

- (a) At any time after the security constituted by this deed has become enforceable, the Chargee or any Receiver may, as agent for the Chargor, dispose of any chattels or produce found on any Property.
- (b) Without prejudice to any obligation to account for the proceeds of any disposal made under clause 8.3(a), the Chargor shall indemnify the Chargee and any Receiver against any liability arising from any disposal made under clause 8.3 (a).

#### **8.4 Chargee 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 Chargee in relation to any of the Charged Property whether or not they have taken possession of any Charged Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

#### **8.5 Conversion of currency**

- (a) For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Chargee may convert any monies received, recovered or realised by it under this deed (including the proceeds of any previous conversion under this clause 8.5) from their existing currencies of denomination into any other currencies of denomination that the Chargee may think fit.
- (b) Each reference in this clause 8.5 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

#### **8.6 Indulgence**

The Chargee may, at their 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 Chargor) 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 Chargor for the Secured Liabilities.

#### **8.7 Appointment of an Administrator**

- (a) The Chargee may, without notice to the Chargor, appoint any one or more persons to be an Administrator of the Chargor pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this deed becomes enforceable.
- (b) Any appointment under this clause 8.7 shall:
  - (i) be in writing signed by the Chargee; and
  - (ii) take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.
- (c) The Chargee may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this clause 8.7 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

## **9. WHEN SECURITY BECOMES ENFORCEABLE**

### **9.1 Enforceable events**

The security constituted by this deed and the right to seek any repayment under clause 2 of this deed shall become immediately enforceable if:

- (a) any of the Secured Liabilities are not paid or discharged when the same ought to be paid or discharged by the Chargor (whether on demand, at scheduled maturity, or by acceleration or otherwise, as the case may be); or
- (b) the Chargor is in breach of any of its obligations under this deed or under any other agreement between the Chargor and the Chargee, and that breach (if capable of remedy) has not been remedied to the satisfaction of the Chargee within 14 days of notice by the Chargee to the Chargor to remedy the breach; or
- (c) the Chargor:
  - (i) becomes unable to pay its debts as they fall due (and/or the value of the Chargor's assets is less than the amount of its liabilities, taking into account the Chargor's contingent and prospective liabilities); or
  - (ii) commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness; or
  - (iii) makes a general assignment for the benefit of or a composition with its creditors; or
- (d) the Chargor passes any resolution or takes any corporate action, or a petition is presented or proceedings are commenced, or any action is taken by any person for its winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrative receiver, administrator, trustee or similar officer of it or of any or all of its revenues or assets; or
- (e) a distress, execution, attachment or other legal process is levied or enforced on, or sued out against, all or any part of the assets of the Chargor and remains undischarged for seven days; or
- (f) any event occurs in relation to the Chargor that is analogous to those set out in paragraph 1(c), paragraph 1(d) or paragraph 1(e) of this clause 9.1,

and in any such event (whether or not the event is continuing), without prejudice to any other rights of the Chargee, the powers of sale under the LPA 1925 shall immediately be exercisable and the Chargee may, in its absolute discretion, enforce all or any part of the security created by this deed as it sees fit.

### **9.2 Discretion**

After the security constituted by this deed has become enforceable, the Chargee 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 Charged Property.

## **10. ENFORCEMENT OF SECURITY**

### **10.1 Enforcement powers**



- (a) The statutory power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall, as between the Chargee and a purchaser from the Chargee, arise on and be exercisable at any time after the execution of this deed, but the Chargee shall not exercise such power of sale or other powers until the security constituted by this deed has become enforceable under clause 9.1
- (b) Section 103 of the LPA 1925 does not apply to the security constituted by this deed.

#### **10.2 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 Chargee 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 Chargor, to:

- (a) grant a lease or agreement to lease;
- (b) accept surrenders of leases; or
- (c) grant any option of the whole or any part of the Charged Property with whatever rights relating to other parts of it,

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

#### **10.3 Access on enforcement**

- (a) At any time after the Chargee have demanded payment of the Secured Liabilities following an Event of Default which is continuing, the Chargor will allow the Chargee 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 Charged Property and for that purpose to enter on any premises where a Charged Property is situated (or where the Chargee or a Receiver reasonably believes a Charged Property to be situated) without incurring any liability to the Chargor for, or by any reason of, that entry.
- (b) At all times, the Chargor must use its best endeavours to allow the Chargee or her Receiver access to any premises for the purpose of clause 10.3(a) (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.

#### **10.4 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 Chargee may:

- (a) redeem that or any other prior Security;
- (b) procure the transfer of that Security to it; and
- (c) 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 Chargor. All monies paid by the Chargee to an encumbrancer in settlement of any of those accounts shall, as from its payment by the Chargee, be due from the Chargor to the Chargee on current account and shall bear interest at the Default Rate and be secured as part of the Secured Liabilities.

#### **10.5 Protection of third parties**

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

- (a) whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- (b) whether any power the Chargee, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or
- (c) how any money paid to the Chargee, any Receiver or any Delegate is to be applied.

#### **10.6 Privileges**

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

#### **10.7 No liability as mortgagee in possession**

Neither the Chargee, any Receiver, any Delegate nor any Administrator shall be liable to account as mortgagee in possession in respect of all or any of the Charged Property, 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 Charged Property for which a mortgagee in possession might be liable as such.

#### **10.8 Conclusive discharge to purchasers**

The receipt of the Chargee, 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 Charged Property or in making any acquisition in the exercise of their respective powers, the Chargee, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

### **11. RECEIVER**

#### **11.1 Appointment**

At any time after the security constituted by this deed has become enforceable following an Event of Default which is continuing, or at the request of the Chargor, the Chargee 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 Charged Property.

#### **11.2 Removal**

The Chargee 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.

### **11.3 Remuneration**

The Chargee 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.

### **11.4 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 Chargee 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.

### **11.5 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 Chargee despite any prior appointment in respect of all or any part of the Charged Property.

### **11.6 Agent of the Chargor**

Any Receiver appointed by the Chargee under this deed shall be the agent of the Chargor and the Chargor shall be solely responsible for its acts and remuneration, as well as for any defaults committed by it.

## **12. POWERS OF RECEIVER**

### **12.1 General**

- (a) Any Receiver appointed by the Chargee under this deed shall, in addition to the powers conferred on him by statute, have the powers set out in clause 12.2 to 12.23.
- (b) 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.

### **12.2 Power to repair and develop Properties**

A Receiver may undertake or complete any works of repair, building or development on the Properties.

### **12.3 Power to surrender leases**

A Receiver may grant, or accept surrenders of, any leases or tenancies affecting the Properties on such terms and subject to such conditions as he thinks fit.

### **12.4 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 Chargor.

**12.5 Make VAT elections**

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

**12.6 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 Chargee may prescribe or agree with him.

**12.7 Realise Charged Property**

A Receiver may collect and get in the Charged Property 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 Charged Property with like rights.

**12.8 Manage or reconstruct the Chargor'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 Chargor.

**12.9 Dispose of Charged Property**

A Receiver may sell, exchange, convert into money and realise all or any of the Charged Property 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 Charged Property to be sold.

**12.10 Sever fixtures and fittings**

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

**12.11 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.

**12.12 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 Charged Property.

**12.13 Make settlements**

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

**12.14 Bring proceedings**

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

#### **12.15 Improve the Equipment**

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

#### **12.16 Make calls on Chargor members**

A Receiver may make calls conditionally or unconditionally on the members of the Chargor 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 Chargor on its directors in respect of calls authorised to be made by them.

#### **12.17 Insure**

A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause ~~1543~~, 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 Chargor under this deed.

#### **12.18 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.

#### **12.19 Borrow**

A Receiver may, for any of the purposes authorised by this clause 12, raise money by borrowing from the Chargee (or from any other person) either unsecured or on the security of all or any of the Charged Property in respect of which he is appointed on any terms that he thinks fit (including, if the Chargee consent, terms under which that security ranks in priority to this deed).

#### **12.20 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 Chargor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

#### **12.21 Delegation**

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

#### **12.22 Absolute beneficial owner**

A Receiver may, in relation to any of the Charged Property, 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 Charged Property or any part of the Charged Property.

#### **12.23 Incidental powers**

A Receiver may do any other acts and things:

- (a) that he may consider desirable or necessary for realising any of the Charged Property;

- (b) 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
- (c) that he lawfully may or can do as agent for the Chargor.

### **13. DELEGATION**

#### **13.1 Delegation**

The Chargee 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 17.1).

#### **13.2 Terms**

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

#### **13.3 Liability**

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

### **14. APPLICATION OF PROCEEDS**

#### **14.1 Order of application of proceeds**

All monies received by the Chargee, 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:

- (a) in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Chargee (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;
- (b) in or towards payment of or provision for the Secured Liabilities in any order and manner that the Chargee determine; and
- (c) in payment of the surplus (if any) to the Chargor or other person entitled to it.

#### **14.2 Appropriation**

Neither the Chargee, 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.

#### **14.3 Suspense account**

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

- (a) may, at the discretion of the Chargee, Receiver or Delegate, be credited to any suspense or securities realised account;

- (b) shall bear interest, if any, at the rate agreed in writing between the Chargee and the Chargor; and
- (c) may be held in that account for so long as the Chargee, Receiver or Delegate thinks fit.

## **15. COSTS AND INDEMNITY**

### **15.1 Costs**

The Chargor shall, promptly on demand, pay to, or reimburse, the Chargee 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) reasonably incurred by the Chargee, any Receiver or any Delegate in connection with:

- (a) perfecting, preserving or enforcing (or attempting to do so) of the Chargee, a Receiver's or a Delegate's rights under this deed; or
- (b) taking proceedings for, or recovering, any of the Secured Liabilities.

### **15.2 Indemnity**

The Chargor shall indemnify the Chargee, 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 losses and all interest, penalties and legal costs (and all other professional costs and expenses) in each case reasonably suffered or incurred by any of them arising out of or in connection with:

- (a) 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 Charged Property;
- (b) perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or
- (c) any default or delay by the Chargor in performing any of its obligations under this deed.

Any past or present employee or agent may enforce the terms of this clause 15.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

## **16. FURTHER ASSURANCE**

### **16.1 Further assurance**

The Chargor shall, at its own expense, take whatever action the Chargee or any Receiver may reasonably require for:

- (a) perfecting or protecting the security intended to be created by this deed;
- (b) facilitating the realisation of any Charged Property; or
- (c) facilitating the exercise of any right, power, authority or discretion exercisable by the Chargee or any Receiver in respect of any Charged Property,

including, without limitation (if the Chargee or 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 Charged Property (whether to the Chargee or to its nominee) and the giving of any notice, order or direction and the making of any registration.

## **17. POWER OF ATTORNEY**

### **17.1 Appointment of attorneys**

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

- (a) the Chargor is required to execute and do under this deed; or
- (b) any attorney deems proper or desirable (acting reasonably) in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Chargee, any Receiver or any Delegate.

### **17.2 Ratification of acts of attorneys**

The Chargor 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 17.1.

## **18. RELEASE**

Subject to clause 25.3, on the expiry of the Security Period (but not otherwise), the Chargee shall, at the request and cost of the Chargor, take whatever action is necessary to:

- (a) release the Charged Property from the security constituted by this deed; and
- (b) reassign the Charged Property to the Chargor.

## **19. ASSIGNMENT AND TRANSFER**

### **19.1 Assignment by Chargee**

- (a) At any time, without the consent of the Chargor, the Chargee may assign or transfer any or all of its rights and obligations under this deed to the extent that the Chargee are permitted to assign their rights under the running account loan facility.
- (b) The Chargee may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Chargor, the Charged Property and this deed that the Chargee consider appropriate (acting reasonably).

### **19.2 Assignment by Chargor**

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

## **20. SET-OFF**

### **20.1 Chargee right of set-off**

After the security constituted by this deed becomes enforceable, the Chargee may at any time set off any liability of the Chargor to the Chargee against any liability of the Chargee to the Chargor, 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 Chargee may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Chargee of its rights under this clause ~~20.4~~ shall not limit or affect any other rights or remedies available to it under this deed or otherwise.

**20.2 No obligation to set off**

The Chargee are not obliged to exercise its rights under clause 20.1

**20.3 Exclusion of Chargor's right of set-off**

All payments made by the Chargor to the Chargee under this deed shall be made without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**21. AMENDMENTS, WAIVERS AND CONSENTS**

**21.1 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).

**21.2 Waivers and consents**

- (a) 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.
- (b) 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 Chargee shall be effective unless it is in writing.

**21.3 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.

**22. SEVERANCE**

**22.1 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.

**23. COUNTERPARTS**

**23.1 Counterparts**

- (a) 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.
- (b) Transmission of an executed counterpart of this deed (but for the avoidance of doubt not just a signature page) by fax or e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this deed. If either method of delivery is adopted, without prejudice to the validity of the deed thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- (c) No counterpart shall be effective until each party has executed and delivered at least one counterpart.

## **24. THIRD PARTY RIGHTS**

### **24.1 Third party rights**

- (a) Except as expressly provided in clause 15.2, 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.
- (b) The rights of the parties to rescind or agree any amendment or waiver under this deed are not subject to the consent of any other person.

## **25. FURTHER PROVISIONS**

### **25.1 Independent security**

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

### **25.2 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 Chargee discharge this deed in writing.

### **25.3 Discharge conditional**

Any release, discharge or settlement between the Chargor and the Chargee shall be deemed conditional on no payment or security received by the Chargee 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:

- (a) the Chargee or their 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 Charged Property, for any period that the Chargee deem necessary (acting reasonably) to provide the Chargee with security against any such avoidance, reduction or order for refund; and

- (b) the Chargee may recover the value or amount of such security or payment from the Chargor subsequently as if the release, discharge or settlement had not occurred.

#### **25.4 Consolidation**

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

### **26. NOTICES**

#### **26.1 Delivery of notice**

Each notice or other communication required to be given under, or in connection with, this debenture shall be:

- (a) in writing, delivered personally or sent by pre-paid first-class letter; and
- (b) sent to the address as set out at the beginning of this agreement,

or to such other address as is notified in writing by one party to the other from time to time.

#### **26.2 Receipt by Chargee**

Any notice or other communication that the Chargee give shall be deemed to have been received:

- (a) if given by hand, at the time of actual delivery; and
- (b) if posted, on the second Business Day after the day it was sent by pre-paid first-class post.

A notice or other communication given as described in clause 26.2(a) on a day which is not a Business Day, or after 5pm on a Business Day, shall be deemed to have been received on the next Business Day.

#### **26.3 Service of proceedings**

This clause 26 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.

#### **26.4 No notice by e-mail**

A notice or other communication given under or in connection with this deed is valid if sent by e-mail.

### **27. GOVERNING LAW AND JURISDICTION**

#### **27.1 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.

#### **27.2 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 Chargee to take proceedings against the Chargor 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 executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by

**NORTH WEST POWDER COATING SERVICES LTD**



acting by )

**STEVEN JAMES BALL**, a director, )

In the presence of:

Signature of Witness:  .....

Name of Witness: ANDREW JAMES PACKER

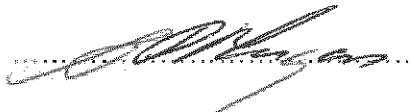
Address of Witness: 155 DAISY MEADOW  
BAMBER BRIDGE, PRESTON, PR5 8DP

Occupation of Witness: SUPERVISOR

Signed as a deed by )

**JEREMY PAUL MORGAN** )

In the presence of: )



Signature of Witness:  .....

Name of Witness: ANDREW JAMES PACKER

Address of Witness: 155 DAISY MEADOW  
BAMBER BRIDGE, PRESTON, PR5 8DP

Occupation of Witness: supervisor