

29513/13

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House

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

You can use the WebFiling service
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 the charge
instrument Use form MR01



A33 *A34OC8RV* #86
29/03/2014
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

SATURDAY

1 Company details

Company number 0 8 1 6 6 2 2 0
Company name in full Leach Lewis Rubber Tracks Limited

2

For official use

Filling 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 2 4 0 3 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 Hubert C Leach Limited (Co Reg No 00447346)

Name

Name

Name

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

☐ 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			

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 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
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6	Floating charge	Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> Yes	
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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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
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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 HRS Foreman Laws X

For and on behalf of Hubert C Leach Limited

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 James Morgan

Company name HRJ Foreman Laws

Address 25 Bancroft

Post town Hitchin

County/Region Hertfordshire

Postcode S G 5 1 J W

Country

DX DX 7102 Hitchin

Telephone 01462 471 660



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: 8166220

Charge code: 0816 6220 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th March 2014 and created by LEACH LEWIS RUBBER TRACKS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th March 2014

Given at Companies House, Cardiff on 3rd April 2014



Companies House



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

DATED. *24th March* 2014 .

DEBENTURE

Leach Lewis Rubber Tracks Limited(1)

Michael Brown, Gary Blake and Nicholas Leach (2)

and

Hubert C Leach Limited (3)

HRJ Foreman Laws LLP

25 Bancroft

Hitchin

Hertfordshire

SG5 1JW

Telephone 01462 458711

www.foremanlaws.co.uk

(Ref JAF 8472-118-1)

Lexcel
Practice Management Standard
Law Society Accredited

We hereby certify this to be a true
copy of the original.

HRJ Foreman Laws LLP, Solicitors, Hitchin

Herts. Dated *26/03/2014*

THIS DEBENTURE is made the 24th day of March 2013⁴

BETWEEN

- (1) **LEACH LEWIS RUBBER TRACKS LIMITED** (Company Registration No 08166220) whose registered office is at 3 The Exchange Station Road Stansted Essex CM24 8BE ('the Company') and
- (2) **MICHAEL BROWN** of Chestnut Cottage High Street Reed Royston Hertfordshire SG8 8AH
GARY BLAKE of 23 St Giles Close Wendlebury Oxon OX 25 2PX and **NICHOLAS LEACH** of the Old Vicarage Pipers Hill Great Gaddesden Hertfordshire HP13BY (the "Shareholder/Directors")
- (3) **HUBERT C LEACH LIMITED** (Company Registration Number 00447346 whose registered office is at Hamels Mansion Hamels Park Knights Hill Buntingford Hertfordshire SG9 9NF ('the Debenture Holder')

RECITALS

- A The Company has obtained invoice discounting finance by creating a first debenture over the Charged Assets (as later defined) with SME Invoice Finance Limited ('the First Debenture')
- B The Debenture Holder has injected funds into the Company in the sum of £ 450,000 and is to obtain security for this Loan (as later defined) and the Facility Payment (as later defined) by way of a second legal debenture over the Charged Assets (as later defined)
- C The Company, as security for the sums injected by the Debenture Holder, has agreed to enter into this second legal debenture on the terms set out below
- D The Shareholder/Directors holding 100% of the issued share capital of the Company have agreed to create a first charge over the shares in the Company and have agreed to be bound by the terms of this deed in manner hereafter appearing

NOW THIS DEED WITNESSES as follows

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed, unless the context requires otherwise

'Administrator'	means an administrator appointed under the Insolvency Act 1986,
'Business Day'	means each day (other than a Saturday or Sunday) on which banks are open for general business in London,

'Charged Assets'	means the undertaking, property, rights and assets charge under clause 3 1 below,
'Interest '	means interest at the rate of 5 5% above Barclays Bank Base Rate, per annum, calculated on a daily basis
'Events of Default'	means the events of default set out in clause 8 below,
'Facilities Payment'	means the sum of fifty six thousand two hundred and fifty Pounds (£56,250) payable to the Debenture Holder as part of the Secured Liabilities
'First Debenture'	means a first debenture dated 13 th December 2012 granted in favour of SME Invoice Finance Limited which was created by the Company and provides a fixed and floating charge over the Company's assets,
'Receiver'	means a receiver or receiver and manager or administrative receiver of the whole or any part of the Secured Liabilities,
'Secured Liabilities'	means all monies and liabilities which now or at any time after the date of this Deed may be due or owing by the Company to the Debenture Holder including, for the avoidance of doubt, the Loan including any applicable Interest, the Facility Payment and any future loans made by the Debenture Holder including any applicable Interest
'Shares'	means 999 £1 00 ordinary shares of the Company that are held by the Shareholder/Directors equally,
'Loan'	£450,000

1 2

In this Deed, unless the context requires otherwise

- 1 2 1 references to 'the Company' shall where the context so requires include references to its successors and assigns whether immediate or derivative,
- 1 2 2 references to the 'the Debenture Holder' shall where the context so requires include references to its successors and assigns whether immediate or derivative,
- 1 2 3 references to the Shareholder/Directors shall where the context so requires include references to their personal representatives,
- 1 2 4 terms defined in the Companies Act 2006 have the same meanings,
- 1 2 5 reference to any statute or statutory provision includes a reference to
 - 1 2 5 1 that statute or statutory provision as from time amended extended or re-enacted or consolidated, and
 - 1 2 5 2 all statutory instruments or orders made pursuant to it,
- 1 2 6 words denoting the singular shall include the plural and vice versa,

1 2 7 words denoting any gender include all the genders and words denoting persons shall include firms and corporations and vice versa,

1 3 References to 'clauses' are to the clauses or sub-clauses of this Deed and references to 'Schedules' are to the schedules to this Deed,

1 4 Clause headings do not form part of this Deed are for convenience only and shall not be taken into account in its construction or interpretation

2 COMPANY'S OBLIGATIONS

2 1 Subject to clauses 4 1 and 8 1, the Company covenants to pay or discharge the Secured Liabilities to the Debenture Holder by way of (i) 12 equal monthly payments of £6,250, commencing on 31st January 2014, (ii) 12 equal monthly payments of £12,500, commencing on 31st January 2015 and (iii) 12 equal monthly payments of £18,750 commencing on 31st January 2016 with the intention of having repaid the Secured Liabilities in full to the Debenture Holder on or before 31st December 2016 Each monthly payment shall be made on the last day of each month, provided that if such day is not a Business Day, such amount shall be paid on the next following Business Day

2 2 The Company shall pay Interest to the Debenture Holder quarterly in arrears commencing on the 30th September 2013 and thereafter on the 25th December 25th March and 25th June in any year calculated on the amount outstanding in respect of the Secured Liabilities at such time

3 FLOATING CHARGE

3 1 As a continuing security for the repayment of the Secured Liabilities pursuant to clause 2 1 above and the discharge of all obligations and liabilities covenanted under this Deed the Company with full title guarantee charges by way of a second floating charge to the Debenture Holder all the undertaking, property, rights and assets of the Company (which shall be taken to include but is not limited to all intellectual property rights owned by the Company) of any kind whatsoever and wherever situated

3 2 The floating charge referred to in clause 3 1 above shall, be subject to and rank immediately after the First Debenture

3 3 The Company undertakes that it shall make all reasonable endeavours to arrange for the redemption/cancellation of the First Debenture by no later than the 28th February 2014 or at the earliest date thereafter to enable the Debenture Holder to become a first debenture holder over the Charged Assets excluding, for the avoidance of doubt, any assets forming part of the debtor book of the Company at such time

4 RIGHT TO REDEEM

- 4 1 The Company shall be entitled to pay the Secured Liabilities in full or in part at any time and upon receipt of the Secured Liabilities in full together with any other sums due under this Deed. Upon receipt of the Secured Liabilities in full and at any time (together with any other sums due under this Deed) the Debenture Holder shall release the Company and each of the Shareholder/Directors from all obligations and/or liabilities pursuant to this Deed, execute any deed of surrender (or equivalent) that the Shareholder/Directors may reasonably request to record this release and surrender this Deed for retention by the Company.
- 4 2 If the Secured Liabilities are repaid earlier than the 31 August 2015 then the Debenture Holder shall make an adjustment to the Facilities Payment in accordance with the formula set out in Schedule 1.

5 FIXED CHARGE OVER THE SHARES AND SHAREHOLDER/DIRECTORS COVENANTS

- 5 1 As a continuing security for the repayment of the Secured Liabilities in accordance with clause 2 1 above and the discharge of all obligations and liabilities covenanted under this Deed each Shareholder/Director with full title guarantee charges by way of a first fixed charge his own entitlement to the Shares. Upon receipt of the Secured Liabilities in full together with any other sums due under this Deed the Debenture Holder shall release this first fixed charge over the Shares and execute any deed of surrender that the Shareholder/Directors may reasonably request to record this release.
- 5 2 The Shareholder/Directors have each agreed for the purpose of protecting the business of the Company to be bound by the following covenants for the benefit of the Company and its business:
- 5 2 1 that he shall not during the nine months beginning on the date on which he ceases to be a director/employee of the Company either on his own behalf or on behalf of any person, firm or company (including as an employee) directly or indirectly carry on or be concerned, engaged or interested in any trade or business competing with the trade or business of the Company or have any dealings with any customer of the Company.
- 5 2 2 that he acknowledges that all proprietary rights in any intellectual property relating to the business of the Company shall vest in the Company and the Shareholder/Directors will execute any instrument necessary for the purpose of vesting the intellectual property rights in the Company and entitling the Company to fully exploit the same.
- The Debenture Holder shall be entitled in the event that any Shareholder/Director breaches either or both of these covenants to treat such breach as an Event of Default and the provisions of clause 8 shall apply.

6. RESTRICTIONS

6 1 The Company covenants that it will not (without the prior consent in writing of the Debenture Holder, which shall not be unreasonably withheld or delayed)

6 1 1 create or attempt to create or permit to subsist any further mortgage, debenture, charge or pledge or permit any lien or other encumbrance (save a lien arising by operation of law in the ordinary course of trading) to arise on or affect all or any part of the Charged Assets, or

6 1 2 part with possession or transfer, sell, lease or otherwise dispose of all or any of the Charged Assets or attempt or agree so to do (save for sale at market value, as determined by the Company in good faith, for the purpose of carrying on its business)

6 2 Notwithstanding anything contained in this Deed, if the Company charges, pledges or otherwise encumbers any of the Charged Assets contrary to clause 6 1 above, or attempts to do so without the prior consent in writing of the Debenture Holder (which shall not be unreasonably withheld or delayed), or if any creditor or other person attempts to bring any distress, execution, sequestration or other process against any of the Charged Assets, the charge created by this Deed over the Charged Assets shall automatically without notice operate as a fixed charge instantly on such event occurring

6 3 During the continuance of this Deed the statutory and any other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by the Company in relation to all or any part of the Charged Assets, nor shall the Company part with possession of all or any part of the Charged Assets, nor confer any licence, right or interest to occupy, nor grant any licence or permission to assign, underlet or part with possession of all or any part of the Charged Assets, nor agree, suffer or permit any variation or addition to the terms of any lease, tenancy or licence without in every such case obtaining the prior consent in writing of the Debenture Holder

7 COMPANY'S MEMORANDUM AND ARTICLES OF ASSOCIATION.

7 1 The Company hereby certifies that this Debenture does not contravene any of the provisions of the memorandum and articles of association of the Company and has been duly authorised and executed in accordance therewith

8. EVENTS OF DEFAULT

- 8 1 The floating charge created under clause 3 1 shall automatically be converted into a fixed charge over the Charged Assets and all monies secured by this Deed shall immediately become due and payable on demand if the Company is in breach of any of the terms of this Deed (unless it is possible for the Company to remedy such breach and does so within 5 Business Days)
- 8 2 Notwithstanding clause 8 1 above this Debenture shall become enforceable,
- 8 2 1 if any distress, execution, sequestration or other process is levied or enforced upon issued against any of the assets of the Company and shall not be removed or discharged within 7 days of it being so levied, enforced upon or issued against,
- 8 2 2 if any judgment or order made against the Company is not complied with within the terms of the judgment or order unless the Company's obligations under that judgment or order are stayed because a valid appeal has been lodged by the Company against such judgment or order,
- 8 2 3 if a receiver is appointed of the Company or any of its assets or any resolution is passed or any application or request is made by any person for such an appointment or a notice is issued to convene a meeting for the passing of a resolution for any such application or appointment,
- 8 2 4 if any petition is presented or any order is made or any resolution is passed for the winding up of the Company or any notice is issued convening a meeting for the purpose of passing such resolution,
- 8 2 5 if the Company goes into administration, or any person gives notice to the Company of an intention to appoint an administrator, or if application is made or any meeting of the directors or members of the Company is called with a view to its going into administration,
- 8 2 6 if the Company stops payment or is unable or admits inability to pay its debts within the meaning of the Insolvency Act 1986 Section 123,
- 8 2 7 if the Company obtains or makes or proposes to obtain or make any moratorium, arrangement or composition with its creditors or any class of creditors or takes any other step with a view to doing any of those things,
- 8 2 8 if the Company ceases or threatens to cease to carry on all or a material part of the business conducted by it at the date of this Deed or sells or threatens to sell or otherwise dispose of all or a material part of its assets (other than in the normal course of business) whether by one or a series of transactions related or not or changes the nature or mode of conduct of its business in any material respect,
- 8 2 9 if an order is made for the compulsory acquisition of any part of the Company's assets which in the opinion of the Debenture Holder is a material part of the assets of the Company,
- 8 2 10 if control (as defined in the Income and Corporation Taxes Act 2010 Section 450) of the Company is acquired by any person or company or group of connected persons (as defined in the Income

and Corporation Taxes Act 2010 Section 1122) not having control of the Company at the date of this Deed (unless with the prior consent in writing of the Debenture Holder)

- 8 2 11 if any circumstances arise which may (in the opinion of the Debenture Holder acting in a commercially reasonable manner) affect materially and adversely the ability of the Company to perform its obligations under this Deed, provided that the Debenture Holder has given notice of such circumstance to the Company in accordance with clause 16 of this Deed and the Company has not remedied such circumstance within 5 Business Days following receipt of such notice,
- 8 2 12 upon the occurrence any breach of the covenants by the Shareholder/Directors as set out in clause 5 2 , or
- 8 2 13 upon any breach of the covenants by the Company and or the Shareholder/Directors as set out in clause 9 provided that the Debenture Holder has given notice to the Company in accordance with clause 15 of this Deed requesting that such breach (where possible) is remedied within 15 Business Days following receipt of such notice, and the Company has failed to do so

9 COVENANTS BY THE COMPANY AND THE SHAREHOLDER/ DIRECTORS

The Company and the Shareholder/Directors covenant with the Debenture Holder that during the continuance of this security the Company will as soon as reasonably practicable and to the extent not prohibited from doing so pursuant to any applicable law or regulation

- 9 1 notify the Debenture Holder in writing of the occurrence of any event which will or may, in its reasonable opinion, in due course constitute an Event of Default,
- 9 2 conduct and carry on its business in a proper efficient and business-like manner and not make any substantial alteration in the nature of or mode of conduct of that business and keep or cause to be kept proper books of account relating to such business,
- 9 3 observe and perform all covenants and stipulations from time to time affecting the Charged Assets including (if any), those relating to any freehold or leasehold property owned by the Company or its patents, patent applications, trademarks, trade names, registered designs and copyrights and all other intellectual property or any licence or ancillary or connected rights from time to time relating to intellectual property, and preserve, maintain and renew when necessary or desirable all such licences and rights,
- 9 4 use reasonable endeavours to enforce and at its own cost institute, continue or defend all proceedings relating to the Charged Assets,
- 9 5 keep all buildings and erections and all plant, machinery, fixtures, fittings, vehicles, computers and office and other equipment and every part of such property in good and substantial repair and in good working order and condition,
- 9 6 where appropriate to maintain at the Company's cost such insurance as may be reasonably required in the opinion of the Company (acting in good faith),

- 9 7 deposit (if required by the Debenture Holder) with the Debenture Holder or a nominee of the Debenture Holder and permit the Debenture Holder or its nominee during the continuance of this security to hold and retain the following
- 9 7 1 all deeds and documents of title relating to all freehold, leasehold and heritable property from time to time belonging to the Company,
- 9 7 2 all stock and documents of title relating to the Charged Assets, and
- 9 7 3 all such documents relating to the Charged Assets as the Debenture Holder may from time to time require,
- 9 8 not (without the prior consent in writing of the Debenture Holder, which shall not be unreasonably withheld or delayed) permit any person to become entitled to any proprietary right or interest which might materially affect the value of any land, fixtures or fixed plant and machinery charged by this Deed,
- 9 9 not to do or cause or permit to be done anything which may in any way materially prejudice the value to the Debenture Holder of the Charged Assets, and
- 9 10 to provide the Debenture Holder with the Company's Statutory Accounts and Monthly Management Accounts

10. FURTHER SECURITY

The Company shall on request by the Debenture Holder at any time after the occurrence of an Event of Default execute such legal or other mortgages or assignments in favour of the Debenture Holder as the Debenture Holder shall from time to time require over all or any of the Charged Assets both present and future to secure all money, obligations and liabilities covenanted under this Deed to be paid or otherwise secured by this Deed, such mortgages, charges or assignments to be prepared by or on behalf of the Debenture Holder at the cost of the Company, and to contain an immediate power of sale without notice, a clause excluding the Law of Property Act 1925 Section 93 and the restrictions contained in Section 103 of that Act and such other clauses for the benefit of the Debenture Holder as the Debenture Holder may reasonably require given the nature/quality of the security currently offered

11. POWERS OF THE DEBENTURE HOLDER

- 11 1 At any time after the Debenture Holder, acting in a commercially reasonable manner, shall have demanded repayment of the Secured Liabilities pursuant to this Deed or if requested by the Company the Debenture Holder may exercise without further notice (and without the restrictions contained in the Law of Property Act 1925 Section 103) and whether or not it shall have appointed a Receiver all the powers conferred on mortgagees by that Act as varied or extended by this Deed and all the powers and discretions conferred by this Deed either expressly or by reference to a Receiver appointed under this Deed

- 11 2 The Law of Property Act 1925 Section 93 shall not apply to this security or to any security given to the Debenture Holder under this Deed
- 11 3 The statutory powers of leasing conferred on the Debenture Holder shall be extended so as to authorise the Debenture Holder to lease and make agreements for leases at a premium or otherwise and accept surrenders of leases and grant options as the Debenture Holder shall consider expedient and without the need to observe any of the provisions of the Law of Property Act 1925 Sections 99 and 100
- 11 4 Any sale or other disposition by the Debenture Holder or by a Receiver may be made either subject to or discharged from the First Debenture or upon such terms as to indemnity as the Debenture Holder or such Receiver may think fit and the Debenture Holder or the Receiver may settle and pass the accounts of any person in whom the First Debenture may from time to time be vested and any accounts so settled and passed shall as between the Debenture Holder the Receiver and the Company be deemed to be properly settled and passed and shall be binding on the Company accordingly
- 11 5 If the persons entitled to the benefit of the First Debenture shall request repayment of the monies secured by the First Debenture or shall take any step to enforce the First Debenture the Debenture Holder may then discharge the sums owing under the First Debenture concerned and assume the benefit of the First Debenture and the monies so expended by the Debenture Holder and all costs of and incidental to the transaction incurred by the Debenture Holder shall be added to the Secured Liabilities the subject of this Deed and bear interest at the rate of 5 5% above Barclays base Rate per annum calculated on a daily basis
- 11 6 All monies received by the Debenture Holder or by any Receiver in the exercise of any powers conferred by this Deed shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to the claims of the Debenture Holder, in or towards satisfaction of such of the obligations and liabilities secured by this Deed and in such order as the Debenture Holder in its absolute discretion may from time to time conclusively determine (save that the Debenture Holder may credit the money to a suspense account for so long and in such manner as the Debenture Holder may in good faith and from time to time determine) The Receiver may retain any amount for such period as he considers expedient before so applying it
- 11.7 No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Debenture Holder or a Receiver to exercise any of the powers conferred by this Deed has arisen or not or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers
- 11 8 The Company covenants with the Debenture Holder on reasonable demand to pay all costs, charges and expenses properly incurred by the Debenture Holder in connection with the enforcement, preservation or attempted preservation of the security evidenced by this Deed on a full indemnity basis

11 9 Neither the Debenture Holder nor any Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets nor be liable for any loss in connection with the Charged Assets for which a mortgagee in possession may be liable as such, save to the extent that such loss has occurred as a result of any negligence, fraud or wilful default of the Debenture Holder or any Receiver

11 10 The Company agrees to indemnify the Debenture Holder and any Receiver against all losses, actions, claims, expenses, demands and liabilities whether in contract, tort or otherwise, now or after the date of this Deed, incurred by it or by any manager, agent, officer or employee for whose liability act or omission it may be answerable for anything done or omitted to be done in the exercise or purported exercise of the powers contained in this Deed or occasioned by any breach by the Company of any of its covenants or other obligations to the Debenture Holder pursuant to this Deed, save to the extent that such losses, actions, claims, expenses, demands and liabilities have occurred as result of any negligence, fraud or wilful default of the Debenture Holder or any of its managers, agents, officers, directors or employees The Company shall so indemnify the Debenture Holder on demand and shall pay interest on the sums demanded at the rate of 5 5% above Barclays base Rate per annum calculated on a daily basis

12 ADMINISTRATORS AND RECEIVERS

12 1 Subject as provided below, if

12 1 1 the Debenture Holder has demanded repayment of the Secured Liabilities in accordance with this Deed, or

12 1 2 the Company so requests in writing at any time

and at any time thereafter the Debenture Holder may appoint any one or more persons to be a Receiver of all or any part of the Charged Assets, and/or may appoint any one or more persons to be Administrators of the Company under paragraph 14 of Schedule B1 to the Insolvency Act 1986 So far as allowed by law, any restrictions on the right of a mortgagee to appoint a Receiver shall not apply to this Deed

12 2 Any appointment under paragraph 12 1 above may be by deed, under seal or in writing under the hand of any officer or employee of the Debenture Holder

12 3 The Debenture Holder are not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Section 1A of the Insolvency Act 1986 except with the leave of the court

12 4 The Debenture Holder may not appoint an administrative receiver (as defined in Section 29(2) of the Insolvency Act 1986) of the Company if the Debenture Holder are prohibited from so doing by Section 72A of that Act

12 5 The Debenture Holder may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may,

whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated

- 12 6 The Debenture Holder may fix the remuneration of any Receiver appointed by it and any maximum rate imposed by any law (including under Section 109(6) of the Law of Property Act 1925) will not apply
- 12 7 A Receiver will be deemed to be the agent of the Company for all purposes. The Company is solely responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver
- 12 8 The Debenture Holder will not incur any liability to the Company by reason of the appointment of a Receiver or Administrator, save to the extent that such liability has occurred as result of any negligence, fraud or wilful default of the Debenture Holder or any of its managers, agents, officers, directors or employees
- 12 9 A Receiver has all the rights, powers and discretions set out below in this clause in addition to those conferred on it by any law. Any Receiver shall have the powers set out in Schedule 1 to the Insolvency Act 1986 (limited, in the case of a receiver who is not an administrative receiver, to the exercise of such powers in connection with the Charged Assets over which he is appointed, or for the purpose of dealing with such Charged Assets)
- 12 10 If there is more than one Receiver holding office at the same time, they may act separately or jointly at their discretion, subject to any requirements set out in the documents appointing them
- 12 11 Fixtures may be severed and sold separately from the property containing them without the consent of the Company
- 12 12 A Receiver may let any Charged Asset for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Charged Asset on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender)
- 12 13 A Receiver may delegate his powers to any person
- 12 14 A Receiver may lend money or advance credit to any person having dealings with him or the Company
- 12 15 A Receiver may
- 12 15 1 effect any repair or insurance and do any other act which the Company might do in the ordinary conduct of its business to protect or improve any Charged Asset,
 - 12 15 2 commence and/or complete any building operation, and
 - 12 15 3 apply for and maintain any planning permission, building regulation approval or any other authorisation,

in each case as he thinks fit

13 POWER OF ATTORNEY

The Company by way of security irrevocably appoints the Debenture Holder and separately any Receiver jointly and severally to be their attorney, in its name, on its behalf and as its act and deed to execute any documents and do any acts and things as may be required for the full exercise of all or any of the powers conferred by this Deed, or which may be deemed proper or desirable by the attorney in exercising any of the powers conferred on the Debenture Holder and/or Receiver (as applicable) under this Deed. The Company covenants with the Debenture Holder and separately with any Receiver that on request it will ratify and confirm all documents, acts and things completed by the Debenture Holder or such Receiver in the exercise or purported exercise of its or his powers.

14. FREEDOM FROM EQUITIES

The money secured by this Deed shall be paid without regard to any set-off, cross-claim or equities between the Company and Debenture Holder.

15. MISCELLANEOUS

15.1 No failure or delay by the Debenture Holder in exercising any right or remedy shall operate as a waiver nor shall any single or any partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.

15.2 Each of the provisions of this Deed 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 of this Deed shall not in any way be affected or impaired.

15.3 Any demand for payment, and any other notice to be given by the Debenture Holder under this Deed, shall be in writing, and may be made or given at any place of business of the Company or at its registered office.

15.3.1 by delivering it to any such place, or

15.3.2 by sending it by first class post to any such place (in which case it shall be deemed received at 10.00 am on the next business day after posting, and proof of posting shall be proof of delivery).

16. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which is an original, but such counterparts shall, together constitute only one instrument

17 GOVERNING LAW

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

18 JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of, in connection with, this Deed, its subject matter or formation

This deed has been entered into on the date stated at the beginning of it

Schedule 1

In the event that the Company repays the Loan together with Interest on or before the 31st December 2016 an adjustment will be made to the Facility Payment

The adjustment will take into account not only the date of the early repayment but also the level of borrowing utilised up until the date of repayment

The basis of the calculation of the Adjusted Facility Payment will be the relationship between the Interest due and/or actually paid up to and including the date of repayment compared with the total amount of Interest due on the Loan as if it had been repaid on the 31st December 2016. The following formulae will therefore be applied


$A/B * £56,250 = \text{Adjusted Facility Payment}$

Where A = Total Interest due and/or actually paid up to and including the repayment of the Loan

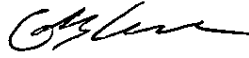
Where B = Total Interest that would have been payable if the Loan would have been repaid on the 31st December 2016

Attached to this Deed is Annexure 1 that sets out two worked examples of how this might work. Repayments are as per those outlined within clause 2.1. However, the interest rate has been notionally varied to demonstrate the effect that this might have.


It is agreed that to the extent that the Secured Liabilities are repaid early, the notional interest for the period from and including the day of actual repayment, up to and including 31st December 2016, shall be calculated on the basis of the prevailing interest rate at the time of such early repayment.


M.S. BROWN


Signed as a deed by **LEACH LEWIS
RUBBER TRACKS LIMITED**
acting by two Directors


G. BLAKE

Signed as a deed by **MICHAEL BROWN**
In the presence of


Witness signature 
Name Jacqueline Porter
Address 109 Lammas mead
Womley Herts
EN10 6PG
Occupation Accounts Clerk



Signed as a deed by **GARY BLAKE**
In the presence of
Witness signature 



Name Jacqueline Porter
Address 109 Lammas mead
Womley Herts
EN10 6PG
Occupation Accounts Clerk

Signed as a deed by **NICHOLAS LEACH**
In the presence of
Witness signature 



Name Jacqueline Porter
Address 109 Lammas mead
Womley Herts EN10 6PG
Occupation Accounts Clerk

Signed as a deed by **HUBERT C LEACH
LIMITED** acting by two directors

