



Registration of a Charge

Company name: **ALPHA BUSINESS PARK LIMITED**

Company number: **09425723**

Received for Electronic Filing: **05/06/2015**



X48XLHDN

Details of Charge

Date of creation: **02/06/2015**

Charge code: **0942 5723 0001**

Persons entitled: **CAMBRIDGE & COUNTIES BANK LIMITED**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **ANNA CORKER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9425723

Charge code: 0942 5723 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd June 2015 and created by ALPHA BUSINESS PARK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th June 2015 .

Given at Companies House, Cardiff on 8th June 2015

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DEBENTURE (CORPORATE/LLP)

Date *2nd June*

2015

DEBENTURE

(1) ALPHA BUSINESS PARK LIMITED

(2) CAMBRIDGE & COUNTIES BANK LIMITED

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THIS DEBENTURE is made on

2nd June

2015

BETWEEN

- (1) **ALPHA BUSINESS PARK LIMITED** a company incorporated and registered in England and Wales with company number 09425723 whose registered office is at 41 Church Street Birmingham B3 2RT ("the Chargor"); and
- (2) **CAMBRIDGE & COUNTIES BANK LIMITED** incorporated and registered in England with company number 07972522 whose registered office is at 42 Castle Street, Cambridge CB3 0AJ ("the Lender").

AGREED TERMS

1. Definitions and interpretation

1.1. Definitions

In this debenture the following definitions and rules of interpretation apply.

Administrator: an administrator appointed to manage the affairs, business and property of the Chargor pursuant to paragraph 14 of Schedule B1 Insolvency Act.

Assigned Agreement: an agreement specified in Schedule 2 (*Assigned Agreements*).

Book Debts: (a) all present and future book and other debts, rentals, royalties, fees, VAT and monetary claims due or owing to the Chargor and all other amounts recoverable or receivable by the Chargor from other persons or due or owing to the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever); (b) the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Chargor in relation to any of them; and (c) all proceeds of any of the above.

Business Day: a day (other than a Saturday or Sunday) on which clearing banks are open for general business in London and deposits are dealt with on the London Interbank Market.

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

Costs: all costs, charges, expenses and liabilities of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax charged on Costs.

Default Rate: the default rate of interest agreed between the Chargor and the Lender from time to time or, if no such rate has been agreed, a rate of four per cent. (4%) per annum higher than the Interest Rate.

Delegate: any delegate, agent, attorney or trustee appointed by the Lender.

Designated Account: any account of the Chargor nominated by the Lender as a designated account for the purposes of this debenture.

Environment: the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media.

Environmental Law: all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment.

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

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

Financial Collateral Regulations: the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226).

Insolvency Act: the Insolvency Act 1986

Insurance Policies: all the contracts and policies of insurance effected or maintained by the Chargor from time to time in respect of its assets or business (including, without limitation, any insurances relating to the Properties or the Equipment).

Intellectual Property: all intellectual property rights or equivalent, including: (a) patents, registered and unregistered trade and service marks, business names, domain names, copyright, rights in designs, rights in inventions, database rights and topography rights (whether or not registered); (b) applications for any or all of the rights in (a) above, together with the right to apply for registration of such rights; (c) know-how, trade secrets, confidential information, technical information, customer and supplier lists and any other proprietary knowledge and/or information of whatever nature and howsoever arising, together with any rights or types of protection of the same or of a similar nature to those listed in (a), (b) or (c) which may subsist anywhere in the world and in each case for their full term (including any reversions or extensions) and/or effect.

Interest Rate: the highest rate of interest payable on any facility secured by the Security Interest created or intended to be created by or pursuant to this debenture.

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 Related Rights.

Permitted Security Interest: (a) liens and rights of set-off securing obligations which are not overdue beyond their standard payment dates, arising by operation of law in the ordinary and usual course of trading over property other than land, (b) any Security Interest arising out of title retention provisions in a supplier's standard conditions of supply of goods acquired in the ordinary and usual course of trading and (c) any Security Interest granted with the prior written approval of the Lender or in favour of the Lender.

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 (including (but not limited to) the properties specified in Schedule 1 (*Property*)) and **Property** means any of them.

Receiver: a receiver, manager or receiver and manager of any or all of the Charged Property appointed under this debenture.

Related Rights: in relation to any Investments, means all dividends, distributions and other income paid or payable on such Investments (as the case may be), together with (a) all shares or other property derived from such Investments (as the case may be) and (b) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to such Investments (whether by way of dividend, distribution, conversion, redemption, bonus, preference, warrant, option to acquire or subscribe or otherwise).

Secured Liabilities: all present and future monies, obligations and liabilities owed by the Chargor to the Lender, whether actual or contingent and whether owed jointly or severally, as principal, guarantor or surety or in any other capacity whatsoever and including, without limitation, interest (including default interest), commission and other fees and charges at the rates and on the terms agreed between the Chargor and the Lender from time to time, any amounts arising under clause 13.3.1(a) and all costs, charges and expenses incurred by the Lender or any Receiver or Delegate in connection with the protection, preservation or enforcement of the rights under this debenture.

Security Financial Collateral Arrangement: shall have the meaning given to that expression in the Financial Collateral Regulations.

Security Interest: any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security, hypothecation or other encumbrance, arrangement or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect or any title rights or set-off rights created by agreement.

Security Period: the period starting on the date of this debenture 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

Unless the context otherwise requires, in this debenture:

- 1.2.1 a reference to a statute or statutory provision includes a reference to any subordinate legislation made under that statute or statutory provision, to any modification, re-enactment or extension of that statute or statutory provision and to any former statute or statutory provision that it consolidated or re-enacted before the date of this debenture;
- 1.2.2 a reference to one gender includes a reference to the other genders;
- 1.2.3 words in the singular include the plural and in the plural include the singular;
- 1.2.4 a reference to a clause or Schedule is to a clause of, or Schedule to, this debenture, and references to paragraphs are to paragraphs of the relevant Schedule;
- 1.2.5 a reference to this debenture (or any specified provision of it) or any other document shall be construed as a reference to this debenture, that provision or that document as in force for the time being and as amended, novated, supplemental, extended or restated from time to time;

- 1.2.6 a reference to a **person** shall include a reference to an individual, firm, corporation, unincorporated body of persons, or any state or any agency of a person;
- 1.2.7 a reference to an **amendment** includes a supplement, variation, novation or re-enactment (and amended shall be construed accordingly);
- 1.2.8 a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.9 a reference to an **authorisation** includes an authorisation, consent, licence, approval, resolution, exemption, filing, registration and notarisation;
- 1.2.10 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;
- 1.2.11 a reference to the **Chargor** or the **Lender** shall include its successors, permitted transferees and permitted assigns and where there is more than one party comprised in the Chargor, Chargor means each of them jointly and severally; and
- 1.2.12 clause, schedule and paragraph headings shall not affect the interpretation of this debenture.

1.3 **Nature of security over real property**

A reference in this debenture to a charge or mortgage of any freehold, leasehold or commonhold property includes:

- 1.3.1 all buildings and fixtures (including trade fixtures and fittings) that are situated on that property at any time;
- 1.3.2 the proceeds of the sale of any part of that property or any buildings, fixtures or fittings (including trade fixtures and fittings) at any time on or attached to that property; and
- 1.3.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Chargor in respect of that property or any such buildings, fixtures or fittings and any monies paid or payable in respect of those covenants.

1.4 **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 all other documents entered into between the Chargor and the Lender are incorporated into this debenture.

1.5 **Third party rights**

- 1.5.1 Subject to clauses 1.5.2 and 1.5.3, a person who is not a party shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon a provision of this debenture. This clause 1.5.1 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999.

- 1.5.2 Any person to whom the benefit of any provision of this debenture is assigned in accordance with the terms of this debenture is entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this debenture which confers (expressly or impliedly) any benefit on any such person.
- 1.5.3 Any Receiver or Delegate may, subject to the Contracts (Rights of Third Parties) Act 1999 rely on any clause of this debenture which expressly confers rights on it.
- 1.6 **Perpetuity period**
- If the rule against perpetuities applies to any trust created by this debenture, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).
- 1.7 **Insolvency Act 1986**
- Paragraph 14 of Schedule B1 of the Insolvency Act (as inserted by section 248 of, and Schedule 16 to, the Enterprise Act 2002) applies to any floating charge created by this debenture (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act).
- 1.8 **Schedules**
- The Schedules form part of this debenture and shall have effect as if set out in full in the body of this debenture. Any reference to this debenture includes the Schedules.
- 1.9 **Delivery**
- The parties intend this debenture to be delivered on the first date specified on page 1 of this debenture and that this document shall take effect as a deed notwithstanding the fact that the Lender may only execute this document under hand.
2. **Covenant to pay**
- The Chargor shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due.
3. **Grant of security**
- 3.1 **Charging clause**
- As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee:
- 3.1.1 charges to the Lender, by way of first legal mortgage, all the Properties specified in Schedule 1 (Property);
- 3.1.2 charges to the Lender, by way of first fixed charge:
- (a) all present and future interests of the Chargor not effectively mortgaged or charged under the provisions of clause 3.1.2 in, or over, freehold, leasehold or commonhold property;
- (b) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property;

- (c) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Chargor's business or the use of any Charged Property, and all rights in connection with them;
- (d) all rights and interests of the Chargor in, and claims under, each Insurance Policy and all proceeds of each Insurance Policy;
- (e) all its present and future goodwill and uncalled capital;
- (f) all the Equipment with the benefit of all manuals, instructions, warranties, licences and maintenance agreements relating to it;
- (g) all the Intellectual Property;
- (h) all the Book Debts;
- (i) all the Investments; and
- (j) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account).

3.1.3 **charges** to the Lender, 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 3.1.1, clause 3.1.2 and clause 3.2 and including, without limitation heritable property and all other property and assets in Scotland.

3.2 **Assignment clause**

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee **assigns** to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:

- 3.2.1 to the extent not effectively charged pursuant to clause 3.1.2(d), all the rights, title, interest and benefit of the Chargor in and to each Insurance Policy together with the proceeds of each Insurance Policy;
- 3.2.2 to the extent not effectively charged pursuant to clause 3.1.2(h), the Book Debts;
- 3.2.3 the benefit of each Assigned Agreement and the benefit of any guarantee or security for the performance of an Assigned Agreement.

3.3 **Automatic conversion of floating charge**

The floating charge created by clause 3.1.3 shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if:

- 3.3.1 the Chargor:
 - (a) creates, or attempts to create, without the prior written consent of the Lender, a Security Interest or a trust in favour of another person on all or any part of the Charged Property; or
 - (b) disposes, or attempts to dispose of, all or any part of the Charged Property (other than Charged Property that is only subject to the floating charge while it remains uncrystallised);

- 3.3.2 a receiver is appointed over all or any of the Charged Property that is subject to the floating charge;
- 3.3.3 any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Charged Property; or
- 3.3.4 any person presents a petition to wind up the Chargor or applies for an administration order; or
- 3.3.5 upon the enforcement of this debenture.

3.4 Conversion of floating charge by notice

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

3.5 Assets acquired after any floating charge crystallisation

Any asset acquired by the Chargor after any crystallisation of the floating charge created under this debenture which, but for that crystallisation, would be subject to a floating charge under this debenture, shall (unless the Lender confirms otherwise to the Chargor in writing) be charged to the Lender by way of first fixed charge.

4. Liability of the Chargor

4.1 Liability not discharged

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

- 4.1.1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- 4.1.2 the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- 4.1.3 any time, waiver or consent granted to, or composition with the Chargor or any other person;
- 4.1.4 the release of the Chargor or any other person under the terms of any composition or arrangement with any creditor of the Chargor;
- 4.1.5 the Lender failing to realise the full value of any Security held by it;
- 4.1.6 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor or any other person or any defective or excessive exercise of the Chargor's powers or authority;
- 4.1.7 any insolvency, bankruptcy, liquidation, administration, winding-up, incapacity, dissolution, limitation, disability, the discharge by operation of law or any similar proceedings in respect of the Chargor or any other person; or
- 4.1.8 any change in the constitution, name or style of the Chargor or any other person, or if the Chargor or such other person is a partnership or other

unincorporated organisation, its dissolution or any change in its status or membership.

4.1.9 any other act or omission, which 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 Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this debenture against the Chargor.

5. Representations and warranties

The Chargor makes the representations and warranties set out in Schedule 3 (*Representations and warranties*) to the Lender. The representations and warranties set out in Schedule 3 (*Representations and warranties*) are made by the Chargor on the date of this debenture and the representations and warranties contained in Schedule 3 (*Representations and warranties*) are deemed to be made by the Chargor on each day of the Security Period with reference to the facts and circumstances then existing.

6. Covenants

The Chargor covenants with the Lender in the terms set out in Schedule 4 (*Covenants*) and where required by the Lender the Chargor shall produce evidence of compliance to the Lender.

7. Powers of the Lender

The Lender shall have the powers set out in Schedule 5 (*Power of the Lender*).

8. Enforcement

8.1 Enforcement events

The security constituted by this debenture shall be immediately enforceable if any of the events set out in paragraph 1 of Schedule 6 (*Enforcement*) occurs. The parties to this debenture agree that the provisions of Schedule 6 (*Enforcement*) shall apply to this debenture and shall be binding between them.

8.2 Receiver's powers

A Receiver shall have, in addition to the powers conferred on receivers by statute, the further powers set out in Schedule 7 (*Further powers of a Receiver*).

8.3 Right of appropriation

8.3.1 To the extent that:

- (a) the Charged Property constitutes Financial Collateral; and
- (b) this debenture and the obligations of the Chargor hereunder constitute a Security Financial Collateral Arrangement.

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

8.3.2 The value of any Charged Property appropriated in accordance with this clause shall be the price of that Charged Property at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Lender may select (including independent valuation) or, in the case of cash, shall be the amount of cash appropriated.

8.3.3 The Chargor agrees that any Charged Assets that are Financial Collateral may, at the Lender's option, be held or designated so as to be under the control of the Lender for all purposes of the Financial Collateral Regulations.

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

9. Costs and indemnity

9.1 Costs

9.1.1 The Chargor shall pay to, or reimburse, the Lender, any Receiver, any Delegate and any Administrator on demand, on a full indemnity basis, all Costs incurred by the Lender, any Receiver, any Delegate or any Administrator in connection with:

- (a) this debenture or the Charged Property;
- (b) protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's, Receiver's, Delegate's or Administrator's rights under this debenture;
- (c) suing for, or recovering, any of the Secured Liabilities,

(including, without limitation, the Costs of any proceedings in connection with this debenture or the Secured Liabilities), together with interest on any amount due under clause 9.1.1(b) and clause 9.1.1(c) at the Default Rate in accordance with clause 13.13.

9.1.2 The Chargor shall pay all present and future stamp, registration and similar taxes or charges which may be payable, or determined to be payable, in connection with the execution, delivery, performance or enforcement of this debenture or any judgment given in connection therewith and shall indemnify the Lender, any Receiver and any Delegate against any and all liabilities, including penalties with respect to, or resulting from, its delay or omission to pay any such stamp, registration and similar taxes or charges.

9.2 Indemnity

The Lender, any Receiver, any Delegate, any Administrator and their respective employees and agents, shall be indemnified on a full indemnity basis out of the Charged Property in respect of all actions, liabilities and Costs incurred or suffered in or as a result of:

9.2.1 the exercise, or purported exercise, of any of the powers, authorities or discretions vested in them under this debenture.

9.2.2 any matter or thing done, or omitted to be done, in relation to the Charged Property under those powers; or

9.2.3 any default or delay by the Chargor in performing any of its obligations under this debenture.

10. Release

Subject to clause 13.3, on the expiry of the Security Period (but not otherwise), the Lender shall, at the request and cost of the Chargor, take whatever action is necessary to release the Charged Property from the security constituted by this debenture.

11. Disclosure

The Chargor consents to the disclosure by the Lender of any information about it or this debenture and the Property and the Secured Liabilities to any insurer of the Property or any person to whom disclosure is required by law or to any third party who has or intends to enter into any contractual arrangements relating to the debenture or the Property or the Secured Liabilities or who assumes any rights in relation to them and any of their advisers.

12. Assignment and transfer

12.1 Assignment by Lender

At any time, without the consent of the Chargor, the Lender may assign or transfer the whole or any part of its rights and obligations under this debenture to any other person and in this event the Chargor's existing rights in relation to the same will remain unaffected but its obligations will be owed to the third party instead of the Lender and the Lender will be released from its obligations to the Chargor insofar as the third party has assumed the Lenders obligations. If required to do so the Chargor will enter into any documentation required to effect any transfer of rights.

12.2 Assignment by Chargor

The Chargor may not assign any of its rights, or transfer any of its obligations, under this debenture, or enter into any transaction that would result in any of those rights or obligations passing to another person.

13. Further provisions

13.1 Independent security

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

13.2 Continuing security

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

13.2.2 This debenture shall be in addition to, and without prejudice to and shall not merge with, any other right, remedy, guarantee or Security Interest which the Lender may at any time hold in respect of any of the Secured Liabilities and

this debenture may be enforced against the Chargor without the Lender first having recourse to any other right, remedy, guarantee or Security Interest held or available to it.

13.3 Discharge conditional

13.3.1 Any release, discharge or settlement between the Chargor and the Lender shall be deemed conditional on no right, Security Interest, disposition or payment received by the Lender in respect of the Secured Liabilities being avoided, reduced, set-aside or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership, protection from creditors generally or otherwise. Despite any such release, discharge or settlement:

- (a) the Lender or its nominee may retain this debenture 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 such period as the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and
- (b) the Lender may recover the value or amount of such security or payment from the Chargor subsequently as if such release, discharge or settlement had not occurred.

13.3.2 If any claim of the kind referred to in clause 13.3.1 is made against the Lender under insolvency laws, the Lender may agree the claim or settle it on any terms it chooses without asking for the Chargor's agreement.

13.3.3 If the Lender does agree to settle the claim in accordance with clause 13.3.2, the Chargor will be liable under this debenture as if a court order had been made containing the terms the Lender has agreed.

13.3.4 The Chargor will be responsible for all costs and expenses the Lender properly incurs in defending any claim of the kind referred to in clause 13.3.

13.4 Certificates

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

13.5 Rights cumulative

The rights and remedies of the Lender conferred by this debenture are cumulative, may be exercised as often as the Lender considers appropriate, and are in addition to its rights and remedies under the general law.

13.6 Variations and waivers

Any waiver or variation of any right or remedy by the Lender (whether arising under this debenture or under the general law), or any consent given under this debenture, is only be effective if it is in writing and signed by the waiving, varying or consenting party, and applies only in the circumstances for which it was given, and shall not prevent the party giving it from subsequently relying on the relevant provision.

13.7 Further exercise of rights

No act or course of conduct or negotiation by, or on behalf of, the Lender shall, in any way, preclude the Lender from exercising any right or remedy under this debenture or constitute a suspension or variation of any such right or remedy.

13.8 Delay

No delay or failure to exercise any right or remedy under this debenture shall operate as a waiver of that right or remedy.

13.9 Single or partial exercise

No single or partial exercise of any right or remedy under this debenture shall prevent any further or other exercise of that right or remedy, or the exercise of any other right or remedy under this debenture.

13.10 Consolidation

The restriction on the right of consolidation contained in section 93 of the Law of Property Act 1925 shall not apply to this debenture.

13.11 Partial invalidity

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this debenture under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.

13.12 Counterparts

This debenture may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

13.13 Default Rate

13.13.1 Any amount which is not paid under this debenture when due shall bear interest (both before and after judgment and payable on demand) from the due date (or, in the case of costs, fees or expenses incurred, from the date they are so incurred) until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the Default Rate.

13.13.2 Default interest will be calculated on the basis of the actual number of days elapsed and a year of 365 days and will be compounded at monthly intervals.

14. Notices

14.1 Service

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

14.1.1 in writing, delivered personally or sent by pre-paid first-class letter or fax; and

14.1.2 sent:

(a) to the Chargor at:

Address: 41 Church Street Birmingham B3 2RT

Attention: Mr E T Commander

(b) to the Lender at:

Address: Cambridge & Counties Bank Limited, Charnwood Court, New Walk, Leicester LE1 6TE

Fax: 0116 254 4637

Attention: Andrew Norris

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

14.2 Receipt by Chargor

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

(a) if sent by fax, when received in legible form;

(b) if given by hand, at the time of actual delivery; and

(c) if posted, on the second Business Day after the day it was sent by pre-paid first-class post.

14.2.2 A notice or other communication given as described in clause 14.2.1(a) or clause 14.2.1(b) on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

14.3 Receipt by Lender

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

15. Governing law and jurisdiction

15.1 Governing law

This debenture 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.

15.2 Jurisdiction

The parties to this debenture irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this debenture or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Lender to take proceedings against the 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 that other jurisdiction.

15.3 Other service

The Chargor irrevocably consents to any process in any proceedings being served on it in accordance with the provisions of this debenture relating to service of notices. Nothing contained in this debenture shall affect the right to serve process in any other manner permitted by law.

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

SCHEDULE 1 – Properties

Properties

None

SCHEDULE 2 - Assigned Agreements

Assigned Agreement

None

SCHEDULE 3 - Representations and warranties

1. Status

- 1.1 The Chargor is a limited company or limited liability partnership duly organised, validly existing and registered under the relevant laws of its jurisdiction of incorporation.
- 1.2 The Chargor has the power to own its assets and carry on its business as it is being conducted.

2. Authority

The Chargor is empowered to enter into and perform its obligations contained in this debenture and has taken all necessary action to authorise the execution, delivery and performance of this debenture, to create the security to be constituted by this debenture and to observe and perform its obligations under this debenture.

3. Binding obligations

The obligations expressed to be assumed by the Chargor in this debenture are legal, valid, binding and enforceable obligations.

4. Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, this debenture and the granting of this debenture and security constituted by this debenture do not and will not conflict with:

- 4.1 any law or regulation applicable to it;
- 4.2 its constitutional documents; or
- 4.3 any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument.

5. Ownership of Charged Property

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

6. No Security Interests

The Charged Property is free from any Security Interest other than Permitted Security Interests and the Security Interests created by this debenture.

7. 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.

8. Adverse covenants

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

9. No breach of laws

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

10. **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.

11. **No overriding interests**

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

12. **Avoidance of security**

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

13. **No prohibitions or breaches**

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

14. **Environmental compliance**

The Chargor has, at all times, complied in all material respects with all applicable Environmental Law.

SCHEDULE 4 - Covenants

Part 1 - General covenants

1. Negative pledge and disposal restrictions

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

- 1.1 create, purport to create or permit to subsist any Security Interest on, or in relation to, any Charged Property other than any Security Interest created by this debenture or any Permitted Security Interest;
- 1.2 sell, assign, transfer, part with possession of, or otherwise dispose of, in any manner (or purport to do so), all or any part of, or any interest in, the Charged Property (except, in the ordinary course of business, Charged Property which is only subject to an uncrystallised floating charge); or
- 1.3 create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.

2. Preservation of Charged Property

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

3. Enforcement of rights

The Chargor shall use its best endeavours to:

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

4. Notice of breaches

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

- 4.1 any representation or warranty set out in Schedule 3 (*Representations and warranties*) which is incorrect or misleading in any material respect when made or deemed to be repeated; and
- 4.2 any breach of any covenant set out in this Schedule 4 - Covenants.

5. Title documents

- 5.1 The Chargor shall, on the execution of this debenture (or, if later, the date of acquisition of the relevant Charged Property), deposit with the Lender and the Lender shall, for the duration of this debenture be entitled to hold:

- 5.1.1 all deeds and documents of title relating to the Charged Property which 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 obtain possession of all such deeds and documents of title);

- 5.1.2 all Insurance Policies and any other insurance policies relating to any of the Charged Property which the Chargor is entitled to possess;
- 5.1.3 all deeds and documents of title (if any) relating to the Book Debts as the Lender may specify from time to time; and
- 5.1.4 copies of all the Assigned Agreements, certified to be true copies by either a director of the Chargor or by the Chargor's solicitors.

6. Notices to be given by the Chargor

- 6.1 The Chargor shall within immediately on the execution of this debenture give notice to each insurer of the assignment of the Chargor's rights and interest in and under each Insurance Policy pursuant to clause 3.2 and procure that each addressee of any such notice promptly provides an acknowledgement of the Lender's interest to the Lender;

The Chargor shall obtain the Lender's prior approval of the form of any notice or acknowledgement to be used under this paragraph 6.

7. Further assurance

- 7.1 The Chargor shall promptly, at its own cost:

- 7.1.1 do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender may reasonably specify (and in such form as the Lender may reasonably require in favour of the Lender or its nominee(s));

- (a) to perfect the Security Interest created or intended to be created under or evidenced by this debenture (which may include the execution of a mortgage, charge, assignment or other Security Interest over all or any of the assets which are, or are intended to be, the subject of this debenture) or for the exercise of any rights, powers and remedies of the Lender;

- (b) to facilitate the realisation of the assets which are, or are intended to be, the subject of this debenture; and

- 7.1.2 give all notices, orders and directions which the Lender may require, in its absolute discretion, for perfecting, protecting, maintaining or facilitating the realisation of its security over the Charged Property.

8. Appointment of accountants

- 8.1 The Chargor shall:

- 8.1.1 at its own cost, if the Lender requires, appoint an accountant or firm of accountants nominated by the Lender to investigate the financial affairs of the Chargor and those of its subsidiaries and report to the Lender; and

- 8.1.2 co-operate fully with any accountants so appointed and immediately provide them with all information requested.

- 8.2 The Chargor authorises the Lender to appoint, at any time (and without any further authority from the Chargor), an accountant or firm of accountants to investigate the financial affairs of the Chargor and those of its subsidiaries and to report to the Lender. If the Lender does appoint an accountant or firm of accountants, the Chargor shall pay the

fees and expenses of those accountants but, if the Lender pays those fees and expenses on the Chargor's behalf, the Chargor shall reimburse the Lender under clause 9.

9. Chargor's waiver of set-off

The Chargor waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by the Chargor under this debenture).

Part 2 - Book Debts and Insurance covenants

1. Preservation of Book Debts

The Chargor shall not (except as provided by paragraph 2 of Part 2 of Schedule 4 - **Covenants** or with the prior written consent of the Lender) release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts.

2. Realising Book Debts

2.1 The Chargor shall:

- 2.1.1 as an agent for the Lender, collect in and realise all Book Debts, pay the proceeds into a Designated Account immediately on receipt and, pending that payment, hold those proceeds in trust for the Lender;
- 2.1.2 not, without the prior written consent of the Lender, withdraw any amounts standing to the credit of any Designated Account; and
- 2.1.3 if called on to do so by the Lender, execute a legal assignment of the Book Debts to the Lender on such terms as the Lender may require and give notice of that assignment to the debtors from whom the Book Debts are due, owing or incurred.

3. Insurance

3.1 The Chargor shall:

- 3.1.1 (if the Lender so requires) produce to, or deposit with, the Lender each Insurance Policy and the receipts for all premiums and other payments necessary for effecting and keeping up each Insurance Policy;
- 3.1.2 maintain in full force and effect property owners' public liability and third party liability insurance;
- 3.1.3 not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any Insurance Policy.

3.2 The Chargor must procure that the Insurance Policies comply with the following requirements:

- 3.2.1 each of the Insurance Policies must contain:
 - (a) a non-invalidating and non-vitiating clause under which the Insurance Policies will not be invalidated or avoided as against the Lender as a result of any circumstances beyond the control of the Lender or any misrepresentation, non-disclosure, or breach of any policy term or condition, on the part of the Lender;
 - (b) a waiver of the rights of subrogation of the insurer as against the Chargor, the Lender and any tenants of any Property; and
 - (c) a loss payee clause in such terms as the Lender may reasonably require in respect of insurance claim payments otherwise payable to the Lender;

- 3.2.2 the insurers must give at least 30 days' notice to the Lender if any insurer proposes to repudiate, rescind or cancel any Insurance Policy, to treat it as avoided in whole or in part, to treat it as expired due to non-payment of premium or otherwise decline any valid claim under it by or on behalf of any insured party and must give the opportunity to rectify any such non-payment of premium within the notice period.
- 3.3 If the Chargor fails to comply with any term of paragraph 3 of Part 2 of Schedule 4 (*Covenants*), the Lender may, at the expense of the Chargor effect any insurance and generally do such things and take such other action as the Lender may reasonably consider necessary or desirable to prevent or remedy any breach of such clause.
4. **Insurance Policies' proceeds**
- 4.1 All monies payable under any Insurance Policy at any time (whether or not the security constituted by this debenture has become enforceable) shall, save to the extent required by the basis of settlement under any Insurance Policy or under any lease of a relevant Property:
- 4.1.1 immediately be paid to the Lender;
- 4.1.2 if they are not paid directly to the Lender by the insurers, be held by the Chargor as trustee of the same for the benefit of the Lender (and the Chargor shall account for them to the Lender); and
- 4.1.3 at the option of the Lender, 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 (but subject to paragraph 12 of Schedule 6 (*Enforcement*)).

Part 3 - Property covenants

1. Maintenance

The Chargor shall keep the Property in a good state of repair and in good working order and condition and renew and replace the fixtures and fittings about each Property when they become obsolete, worn out or destroyed.

2. Insurance

2.1 The Chargor shall:

2.1.1 insure, and keep insured, in full force and effect the Chargor's interests in each Property and all buildings and fixtures on each Property for their full replacement value (being the total cost of entirely rebuilding, reinstating or replacing the relevant asset if it is completely destroyed, together with all related fees and demolition costs) and to provide cover against such risks and losses and in amounts and on terms as the Lender may require from time to time (or, failing such requirement, in accordance with the practice in respect of items of the same type which are current amongst prudent businessmen from time to time) and in each case in an amount, and in form, and with an insurance company or underwriters, acceptable at all times to the Lender;

2.1.2 procure that the Lender is named as co-insured on a composite basis on all Insurance Policies referred to in paragraph 2.1.1 of Part 3 of Schedule 4 (Covenants) (other than public liability and third party liability insurances) but without liability on the part of the Lender for any premium in relation to such Insurance Policies.

2.2 If the Chargor fails to comply with any term of paragraph 2 of Part 3 of Schedule 4 (Covenants), the Lender may, at the expense of the Chargor effect any insurance and generally do such things and take such other action as the Lender may reasonably consider necessary or desirable to prevent or remedy any breach of such clause.

3. Preservation of Property, fixtures and equipment

3.1 The Chargor shall not, without the prior written consent of the Lender or otherwise than in accordance with plans, elevations and specifications previously submitted to and specifically approved by the Lender in writing:

3.1.1 pull down or remove the whole, or any part of, any building forming part of any Property;

3.1.2 make any alterations to any buildings, erections or structures fixed plant or machinery fixtures or fittings for the time being forming part of any Property or sever or remove any of its fixtures, or put up or erect any new buildings or allow any change of use;

3.1.3 remove or make any alterations to any of the Equipment belonging to, or in use by, the Chargor on any Property (except to affect necessary repairs or replace them with new or improved models or substitutes); or

3.1.4 whenever any Equipment is destroyed, damaged or deteriorates, immediately repair, replace and make good the same.

4. Conduct of business on Properties

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

5. Planning information

5.1 The Chargor shall:

5.1.1 give full particulars to the Lender of any notice, order, direction, designation, resolution or proposal given or made by any planning authority or other public body or authority (**Planning Notice**) that specifically applies to any Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Planning Notice; and

5.1.2 (if the Lender so requires) immediately, and at the cost of the Chargor, take all reasonable and necessary steps to comply with any Planning Notice, and make, or join with the Lender in making, such objections or representations in respect of any such Planning Notice as the Lender may desire.

6. Compliance with covenants

6.1 The Chargor shall:

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

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

6.1.3 pay all rents, rates, taxes, levies, assessments, impositions and outgoings whether governmental, municipal or otherwise that may be imposed upon or payable in respect of each Property as and when they become payable and on demand must produce the receipt for such payments;

6.1.4 observe and perform all covenants, conditions, agreements or obligations to be observed and performed on the part of the tenant contained in any lease under which any Property is held by the Chargor, and enforce observance and performance of the landlord's covenants in any such lease.

6.2 If the Chargor receives any notice served under section 146 of the Law of Property Act 1925 or any proceedings are commenced for forfeiture of any lease under which any Property is held by the Chargor or any superior lease or the landlord or any superior landlord attempts to re-enter under the provisions of such lease, the Chargor must give immediate notice in writing to the Lender and at the request of the Lender at the expense of the Chargor must take such steps as the Lender may require.

6.3 Compliance with statutes

6.3.1 The Chargor must observe any and every present or future statute, regulation, order and instrument or under any by-laws, regulations or requirements of any

competent authority or other approvals, licences or consents, relating to or affecting any Property or any development or the use of any Property for any purpose or the employment of persons in any Property, and must execute all works and provide and maintain all arrangements that any authorised person, authority or body recommends, directs or requires should be executed, provided or maintained at any time.

- 6.3.2 On becoming aware of any notice or proposal that may affect a Property the Chargor must immediately inform the Lender and if the Lender requires the Chargor must take all steps required to comply with the said notice or proposal or make objections or representations.

7. Maintenance of interests in Properties

- 7.1 The Chargor shall not, without the prior written consent of the Lender:

7.1.1 grant, or agree to grant, any licence or tenancy affecting the whole or any part of any Property, or exercise the statutory powers of leasing (or agreeing to lease) or of accepting (or agreeing to accept) surrenders under sections 99 or 100 of the Law of Property Act 1925; or

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

8. Registration restrictions

The Chargor shall procure that no person shall be registered under the Land Registration Acts 1925 to 2002 as proprietor of any Property without the prior written consent of the Lender. The Chargor shall be liable for the Costs of the Lender in lodging cautions against the registration of the title to the whole or any part of any Property from time to time.

9. Development restrictions

The Chargor shall not, without the prior written consent of the Lender, carry out, or permit, or suffer to be carried out on any Property any development as defined in the Town and Country Planning Act 1990 or change or permit or suffer to be changed the use of any Property.

10. Environment

The Chargor shall:

- 10.1 comply with all the requirements of Environmental Law both in the conduct of its general business and in the management, possession or occupation of each Property; and
- 10.2 obtain and comply with all authorisations, permits and other types of licences necessary under Environmental Law.

11. No restrictive obligations

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

12. Proprietary rights

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

13. Inspection

The Chargor must permit the Lender, any Receiver, any Delegate or its agent, surveyor or designated representative at reasonable times and on reasonable notice to:

- 13.1 enter upon all buildings, erections or structures forming part of the Property, without prejudice to the powers conferred by this debenture and without becoming a mortgagee in possession, for any reasonable purpose and to view the state of the same and undertake valuations;
- 13.2 have access to its accounts and accounting records and to any books and records relating to the Charged Property, to inspect and take extracts from and make photocopies of the same and the Chargor shall provide, at its cost and expense, such clerical and other assistance as the Lender may reasonably request.

14. Property information

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

15. Registration at the Land Registry

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

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated In favour of Cambridge & Counties Bank Limited referred to in the charges register."

Part 4 - Investment covenants

1. Registration of Investments

1.1 The Chargor shall:

1.1.1 terminate with immediate effect all nominations it may have made under sections 145 and 146 of the Companies Act 2006 in respect of any Investments and, pending that termination, procure that any person so nominated:

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

1.1.2 at the direction of the Lender, immediately execute and deliver to the Lender all transfers and other documents, and do all such things, as may be necessary or desirable to register all or any of the Investments in the name of the Lender or its nominee.

1.2 During the Security Period, the Chargor shall not exercise any rights under sections 145 and 146 of the Companies Act 2006 to nominate any person in respect of any of the Investments.

2. Additional registration obligations

2.1 The Chargor shall:

2.1.1 obtain all consents, waivers, approvals and permissions that are necessary, under the articles of association of any issuer that is not a public company or otherwise, for the transfer of the Investments to the Lender or its nominee, or to a purchaser on enforcement of this debenture; and

2.1.2 procure the amendment of the share transfer provisions of the articles of association of each issuer that is not a public company in such manner as the Lender may require in order to permit such a transfer.

3. Dividends and voting rights post enforcement

3.1 After the security constituted by this debenture has become enforceable:

3.1.1 all dividends and other distributions paid in respect of the Investments and received by the Chargor shall be held by the Chargor on trust for the Lender and immediately paid into a Designated Account or, if received by the Lender, shall be retained by the Lender; and

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

4. Calls on Investments

The Chargor shall duly and promptly pay all calls, instalments and other monies that may be payable from time to time in respect of the Investments. The Chargor acknowledges that the Lender shall not be under any liability in respect of any such calls, instalments or other monies.

5. No alteration of Investments

The Chargor shall not, without the prior written consent of the Lender, amend, or agree to the amendment of, the memorandum or articles of association, or any other constitutional documents, of any issuer that is not a public company, or the rights or liabilities attaching to any of the Investments.

6. Preservation of Investments

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

- 6.1.1 consolidate or subdivide any of its Investments, or reduce or re-organise its share capital in any way;
- 6.1.2 issue any new shares or stock; or
- 6.1.3 refuse to register any transfer of any of its Investments that may be lodged for registration by, or on behalf of, the Lender or the Chargor in accordance with this debenture.

7. Investments information

The Chargor shall send to the Lender copies of all notices, circulars, reports, accounts and other documents, which are sent to holders of any Investments, promptly following receipt.

Part 5 - Equipment covenants

1. Maintenance of Equipment

1.1 The Chargor shall:

- 1.1.1 maintain the Equipment in good and serviceable condition (except for expected fair wear and tear); and
- 1.1.2 not permit any Equipment to be:
 - (a) used or handled other than by properly qualified and trained persons; or
 - (b) overloaded or used for any purpose for which it is not designed or reasonably suitable.

2. Payment of Equipment taxes

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

3. Equipment information

3.1 The Chargor shall:

- 3.1.1 give the Lender any information concerning the location, condition, use and operation of Equipment as the Lender may require; and
- 3.1.2 permit any persons designated by the Lender to inspect and examine Equipment and the records relating to Equipment at all reasonable times.

4. Equipment insurance

4.1 The Chargor shall:

- 4.1.1 at its own expense, procure that the Equipment is covered and kept covered by insurance of a kind satisfactory to the Lender with insurers approved by the Lender (such approval not to be unreasonably withheld) for full comprehensive insurance cover, which shall include (but not be limited to) fire, theft and accident, for an amount that is not less than the aggregate cost of reinstating or replacing the Equipment;
- 4.1.2 procure that the Lender is named as co-insured on a composite basis on all Insurance Policies referred to in paragraph 4.1.1 of Part 5 of Schedule 4 (*Covenants*) (other than public liability and third party liability insurances) but without liability on the part of the Lender for any premium in relation to such Insurance Policies;
- 4.1.3 maintain insurance for third party liabilities in such amount, and on such terms, as is usual for users of equipment of the same type as the Equipment.

- 4.2 If the Chargor fails to comply with any term of paragraph 4.1 of Part 5 of Schedule 4 (*Covenants*), the Lender may, at the expense of the Chargor effect any insurance and generally do such things and take such other action as the Lender may reasonably consider necessary or desirable to prevent or remedy any breach of such clause.

5. **Notice of charge**

- 5.1 The Chargor shall, if so requested by the Lender, place and maintain on each item of Equipment in a conspicuous place, a clearly legible identification plate containing the following wording:

"NOTICE OF CHARGE

This [DESCRIBE ITEM] and ancillary equipment is subject to a fixed charge dated [DATE] in favour of Cambridge & Counties Bank Limited."

Part 6 - Intellectual Property covenants

1. Preservation of rights

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.

2. Registration of Intellectual Property

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

3. Maintenance of Intellectual Property

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

SCHEDULE 5 - Powers of the Lender

1. Power to remedy

The Lender shall be entitled (but shall not be bound) to remedy, at any time, a breach by the Chargor of any of its obligations contained in this debenture, and the Chargor irrevocably authorises the Lender and its agents to do everything necessary or desirable for that purpose.

2. Exercise of rights

The rights of the Lender under paragraph 1 of this Schedule 5 (*Powers of the Lender*) are without prejudice to any other rights of the Lender under this debenture. The exercise of those rights shall not make the Lender liable to account as a mortgagee in possession.

3. Power to dispose of chattels

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

3.2 Without prejudice to any obligation to account for the proceeds of any disposal made under paragraph 3.1 of this Schedule 5 (*Powers of the Lender*) the Chargor shall indemnify the Lender and any Receiver against any liability arising from such disposal.

4. Prior Security Interests

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

4.1.1 redeem such or any other prior Security Interest, or procure its transfer to itself; and

4.1.2 settle any account of the holder of any prior Security Interest.

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 Lender to the holder of a Security Interest in settlement of such an account shall, as from its payment by the Lender, be due from the Chargor to the Lender on current account and shall bear interest at the Default Rate and be secured as part of the Secured Liabilities.

5. Conversion of currency

5.1 For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Lender may convert any monies received, recovered or realised by it under this debenture (including the proceeds of any previous conversion under this paragraph 5) from their existing currencies into such other currencies as the Lender may think fit.

5.2 Any such conversion shall be effected at the Lender's then prevailing spot selling rate of exchange as determined by the Lender for such other currency against the existing currency.

5.3 Each reference in this paragraph 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.

6. New accounts

- 6.1 If the Lender receives notice of any subsequent Security Interest, or other interest, affecting all or part of the Charged Property, the Lender may open a new account for the Chargor in the Lender's books. Without prejudice to the Lender's right to combine accounts, no money paid to the credit of the Chargor in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.
- 6.2 If the Lender does not open a new account immediately on receipt of notice under paragraph 6.1 of this Schedule 5 (*Powers of the Lender*), then (unless the Lender gives express written notice to the contrary to the Chargor) all payments made by the Chargor to the Lender shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt of the relevant notice by the Lender.

7. Lender's set-off rights

- 7.1 If the Lender has more than one account for the Chargor in its books, the Lender may at any time after (i) the security constituted by this debenture has become enforceable or (ii) the Lender has received notice of any subsequent Security Interest or other interest affecting all or any part of the Charged Property:
- 7.1.1 combine or consolidate all or any sums of money now or hereafter standing to the credit of the then existing accounts of the Chargor with the Lender with the liabilities to the Lender of the Chargor; and
- 7.1.2 set-off or transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account that may be in debit (but the Lender shall notify the Chargor of the transfer once made) in or towards satisfaction of any of the liabilities of the Chargor to the Lender on any other account or in any other respect.
- 7.2 The liabilities referred to in this paragraph 7 of Schedule 5 (*Powers of the Lender*) may be actual, contingent, primary, collateral, several or joint liabilities, and the accounts, sums and liabilities referred to in this paragraph 7 of Schedule 5 (*Powers of the Lender*) may be denominated in any currency. If the amounts concerned are expressed in a different currency then the Lender may exercise all such rights and is authorised to effect any necessary conversions at the Lender's then prevailing spot selling rate of exchange as determined by the Lender.
- 7.3 If the relevant obligation or liability is unliquidated or unascertained the Lender may set-off the amount it estimates (in good faith) will be the final amount of such obligation or liability once it becomes liquidated or ascertained.

8. Indulgence

The Lender may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person or persons not being a party to this debenture (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 debenture or to the liability of the Chargor for the Secured Liabilities.

9. **Investments: dividends and voting rights before enforcement**

9.1 Until the security constituted by this debenture becomes enforceable:

9.1.1 the Lender shall, on request by the Chargor, release and pay to the Chargor any cash dividends paid in respect of any of the Investments and received by the Lender or its nominee, and

9.1.2 the Lender shall, in exercising all voting and other rights and powers of the Lender or its nominee attaching to the Investments, act in accordance with the directions of the Chargor from time to time provided that acting in accordance with those directions would not, in the Lender's opinion, prejudice the Lender's security under this debenture or the value of the Investments, or contravene any agreement between the Lender and the Chargor.

SCHEDULE 6 – Enforcement

1. Enforcement events

1.1 This debenture shall be enforceable if:

1.1.1 any of the Secured Liabilities are not paid or discharged when the same are due to be paid or discharged by the Chargor (whether on demand, at scheduled maturity, or by acceleration or otherwise, as the case may be);

1.1.2 the Chargor is in breach of any of its obligations under this debenture or under any other agreement between the Chargor and the Lender and that breach (if capable of remedy) has not been remedied to the satisfaction of the Lender within 14 days of notice by the Lender to the Chargor to remedy the breach;

1.1.3 the Chargor:

- (a) 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);
- (b) commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness; or
- (c) makes a general assignment for the benefit of, or a composition with, its creditors;

1.1.4 the Chargor passes any resolution, takes any corporate action, a petition is presented, an application is made or proceedings are commenced, or any action or step is taken by any person for its winding-up, dissolution, bankruptcy, administration or re-organisation, or for the appointment of a receiver, administrative receiver, administrator, trustee, liquidator or similar officer of it or of any or all of its revenues or assets;

1.1.5 a distress, execution, attachment or other legal process is levied, enforced on or sued against all or any part of the assets of the Chargor and remains undischarged for seven days;

1.1.6 any event occurs in relation to the Chargor that is analogous to those set out in paragraph 1.1.3, paragraph 1.1.4 or paragraph 1.1.5 of this Schedule 6 (*Enforcement*);

1.1.7 any representation, warranty or statement made, or deemed to be made, by the Chargor under this debenture is, or proves to have been, incorrect or misleading when made or deemed to be made; or

1.1.8 an Event of Default occurs (as defined in any facility letter entered into between the Chargor and the Lender from time to time).

1.2 If any of the events listed in paragraph 1.1 of this Schedule 6 (*Enforcement*) occurs, without prejudice to any other rights of the Lender and whether or not such event is continuing, the powers of sale under the Law of Property Act 1925 shall immediately be exercisable and the Lender may, in its absolute discretion, enforce all or any part of the security created by this debenture as it sees fit.

2. Statutory power of sale

The statutory powers of sale conferred by the Law of Property Act 1925 shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this debenture, but the Lender shall not exercise such power of sale until the security constituted by this debenture has become enforceable under paragraph 1 of this Schedule 6 (*Enforcement*).

3. Extension of statutory powers

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

- 3.1.1 grant any lease or agreement for lease;
- 3.1.2 accept surrenders of leases; or
- 3.1.3 grant any option of the whole or any part of the freehold and leasehold property of the Chargor with whatever rights relating to other parts of it,

- 3.2 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 Lender or Receiver thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925

4. Protection of third parties

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

- 4.1.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- 4.1.2 whether any power the Lender, a Receiver or any Delegate is purporting to exercise has become exercisable;
- 4.1.3 how any money paid to the Lender, any Receiver or any Delegate is to be applied; or
- 4.1.4 as to the necessity or expediency of the stipulations and conditions subject to which a disposal of any Charged Property shall be made.

- 4.2 The receipt of the Lender or any Receiver or Delegate or its or his attorney or agent for any money shall effectually discharge the person paying the same from such matters and from being concerned to see the application or being answerable for the loss or misapplication of such money.

5. No liability as mortgagee in possession

Neither the Lender, nor any Receiver, nor 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.

6. Appointment of Receiver

6.1 At any time after the security constituted by this debenture has become enforceable, or at the request of the Chargor, the Lender (or any Delegate on its behalf) may, without further notice:

6.1.1 appoint any one or more person or persons to be a Receiver of all or any part of the Charged Property;

6.1.2 (subject to section 45 of the Insolvency Act) from time to time remove any person appointed to be Receiver and may, in a similar manner, appoint another in his place; and

6.1.3 exercise in respect of all or any of the Charged Property all or any of the powers and remedies given to mortgagees by the Law of Property Act 1925, including the power to take possession of, receive the benefit of, or sell any of the Charged Property.

6.2 Where more than one person is appointed Receiver, each Receiver shall have power to act separately (unless the appointment by the Lender specifies to the contrary).

6.3 The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the Law of Property Act 1925, and the remuneration of the Receiver shall be a debt secured by this debenture which shall be due and payable immediately upon its being paid by the Lender.

6.4 If the Lender enforces this debenture itself pursuant to paragraph 6.1.3 of this Schedule 6 (*Enforcement*) it will have the same powers as a Receiver in respect of those Charged Property which are the subject of the enforcement.

6.5 All or any of the powers which are conferred by this debenture on a Receiver may be exercised by the Lender or any Delegate without first appointing a Receiver or notwithstanding the appointment of any Receiver.

7. Power of sale additional

7.1 The powers of sale and appointing a Receiver conferred by this debenture shall be in addition to all statutory and other powers of the Lender under the Insolvency Act, the Law of Property Act 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the Law of Property Act 1925 or otherwise.

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

7.3 In making any sale or other disposal in the exercise of their respective powers, the Receiver, the Lender or any Delegate may accept, as and by way of consideration for such sale or other disposal, cash, shares, loan capital or other obligations, including consideration fluctuating according to or dependent upon profit or turnover and consideration the amount whereof is to be determined by a third party. Any such consideration may be receivable in a lump sum or by instalments and upon receipt by the Receiver, the Lender or any Delegate shall *ipso facto* be and become charged with the payment of the Secured Liabilities. Any contract for any such sale or other disposal by the Receiver, the Lender or any Delegate may contain conditions excluding or restricting the personal liability of the Receiver, the Lender and any Delegate.

- 7.4 Where a Property is sold by the Lender or any Receiver or Delegate appointed by the Lender it may be sold either together or in parcels and/or by public auction or private contract.

8. Agent of the Chargor

Any Receiver appointed by the Lender under this debenture shall be the agent of the Chargor, and the Chargor shall be solely responsible for his acts and remuneration, as well as for any defaults committed by him.

9. Powers of Receiver

- 9.1 Any Receiver appointed by the Lender under this debenture shall, in addition to the powers conferred on him by the Law of Property Act 1925 and the Insolvency Act, have:

9.1.1 the power to do all such acts and things that an absolute owner could do in the management of that part of the Charged Property over which the Receiver is appointed; and

9.1.2 the powers set out in Schedule 7 (*Further powers of a Receiver*).

10. Order of application of proceeds

- 10.1 All monies received by the Lender, a Receiver or any Delegate in the exercise of any enforcement powers conferred by this debenture shall be applied:

10.1.1 first, in paying all unpaid fees, costs and other liability incurred by, or on behalf of, the Lender (and any Receiver, attorney or agent appointed by it);

10.1.2 second, in paying the remuneration of any Receiver or Delegate (as agreed between the Receiver and the Lender);

10.1.3 third, in or towards discharge of the Secured Liabilities in such order and manner as the Lender determines; and

10.1.4 finally, in paying any surplus to the Chargor or any other person entitled to it.

- 10.2 Only monies actually paid by a Receiver to the Lender in satisfaction or discharge of the Secured Liabilities shall be capable of being applied by the Lender in satisfaction of the Secured Liabilities.

11. Appropriation

Neither the Lender nor any Receiver or Delegate shall be bound (whether by virtue of section 109(8) of the Law of Property Act 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.

12. Suspense account

All monies received by the Lender, a Receiver or a Delegate under this debenture may, at the discretion of the Lender, Receiver or Delegate, be credited to a suspense or securities realised account and be held in such account for so long as the Lender, Receiver or Delegate thinks fit, and shall bear interest at such rate, if any, as may be agreed in writing between the Lender and the Chargor.

13. Power of attorney

13.1 By way of security, the Chargor irrevocably appoints the Lender and every Receiver and 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:

13.1.1 the Chargor is required to execute and do under this debenture including, without limitation, execute any document required by the Lender under paragraph 6 of Part 1 of Schedule 4 (*Covenants*); and

13.1.2 any attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by this debenture or by law on the Lender, any Receiver or any Delegate.

13.2 Each agent and attorney may appoint a substitute or delegate his authority.

14. Ratification of acts of attorney

The Chargor ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in paragraph 13 of this Schedule 6 (*Enforcement*).

15. Appointment of an Administrator

15.1 The Lender 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 if the security constituted by this debenture becomes enforceable.

15.2 Any appointment under this paragraph 15 shall:

15.2.1 be in writing signed by a duly authorised signatory of the Lender; and

15.2.2 take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act, when the requirements of paragraph 18 of that Schedule B1 are satisfied.

15.3 The Lender may, subject to any necessary approval from the court, end the appointment of an Administrator by notice in writing in accordance with this paragraph 15 and appoint a replacement for any Administrator whose appointment ends for any reason under that paragraph.

15.4 An Administrator shall have all the powers given to him under the Insolvency Act.

SCHEDULE 7 - Further powers of a Receiver

1. Power to repair and develop Properties

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

2. 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 and, without prejudice to the generality of the above, carry such surrender into effect by surrendering or accepting surrenders in the name or on behalf of the Chargor or otherwise.

3. Power to employ personnel and advisors

A Receiver may provide services and employ, or engage, such managers, contractors and other personnel and professional advisors on such terms as he thinks fit.

4. Power to make VAT elections

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

5. Power to charge for remuneration

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

6. Power to realise Charged Property

A Receiver may collect and get in the Charged Property and/or income, or any part of it, in respect of which he is appointed and make such demands, and take such proceedings, as may seem expedient for that purpose, and take possession of the Charged Property with like rights.

7. Power to 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.

8. Power to dispose of Charged Property

A Receiver may grant options and licences over all or any part of the Charged Property, sell, assign, lease and accept surrenders of leases of (or concur in selling, assigning, leasing or accepting surrenders of leases of) all or any of the Charged Property in respect of which he is appointed for such consideration and, in such manner (including, without limitation, by public auction or private sale) and generally on such terms and conditions as he thinks fit. A Receiver may promote, or concur in promoting, a company to purchase the Charged Property to be disposed of by him.

9. Power to sever fixtures and fittings

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

10. Power to sell Book Debts

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

11. Power to make settlements

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

12. Power to improve the Equipment

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

13. Power to 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.

14. Power to appoint

A Receiver may appoint managers, officers, servants, workmen and agents for the purposes of this Schedule 7 (*Further powers of a Receiver*) at such salaries, for such periods and on such terms as he may determine.

15. Power to insure

A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause 9, 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 debenture.

16. Powers under Law of Property Act 1925

A Receiver may exercise all powers provided for in the Law of Property Act 1925 in the same way as if he had been duly appointed under that act, and exercise all powers provided for an administrative receiver in Schedule 1 of the Insolvency Act.

17. Power to operate rent reviews

A Receiver may operate any rent review clause in respect of any property in respect of which he was appointed or any part of such property and to apply for any new or extended lease.

18. Power to borrow

A Receiver may, for any of the purposes authorised by this Schedule 7 (*Further powers of a Receiver*), raise money by borrowing from the Lender (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 such terms as he shall think fit (including, if the Lender consents, terms under which such security ranks in priority to this debenture).

19. Power to redeem prior Security Interests

A Receiver may redeem any prior Security Interest and settle and pass the accounts to which the Security Interest 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 him.

20. Incidental powers

20.1 A Receiver may do all such other acts and things:

20.1.1 as he may consider desirable or necessary for realising any of the Charged Property;

20.1.2 as 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

20.1.3 which he lawfully may or can do as agent for the Chargor.

21. Scope of powers

Any exercise of any of the powers given by this Schedule 7 (*Further powers of a Receiver*) may be on behalf of the Chargor, the directors of the Chargor (in the case of the power contained in paragraph 13 of this Schedule 7 (*Further powers of a Receiver*)) or himself.

EXECUTION

CHARGOR

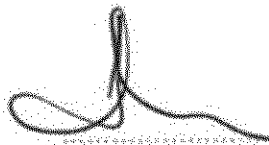
EXECUTED as a DEED by ALPHA)
BUSINESS PARK LIMITED acting by)
Edward Thomas Commander a)
director)



Edward Thomas Commander,
Director

in the presence of:

Witness signature:



Witness name

JOHN JODAN
54 STREATFORD ROAD
WHIRLEY B90 3LS
SOLICITOR

Witness address

Witness occupation:

LENDER

SIGNED for and on behalf of)
CAMBRIDGE & COUNTIES BANK)
LIMITED)



JOHN STODART