

805439/13

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

MR01

Particulars of a charge

Oyez

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

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

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

☒ **What this form is NOT for**
You may not use this form to
register a charge when
instrument Use form

For further information, please
refer to our guidance at

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

☒ You **must** enclose a certified copy of the instrument with this form
scanned and placed on the public record **Do not send the original**



A07 13/02/2016 #143
COMPANIES HOUSE

1 Company details

Company number 09601914

Company name in full LUKE BOWERS LIMITED

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

2 Charge creation date

Charge creation date 01/02/2016 ✓

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

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

Name The Barber Shop (Didcot) Limited

Name

Name

Name

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

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

None

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☒ Yes Continue

☐ No Go to Section 7

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

☒ Yes

7

Negative Pledge

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

☒ Yes

☐ No

8

Trustee statement ¹

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X  X

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

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record

Contact name

Rob Brookes

Company name

Bower and Bailey LLP

Address

Monument House

31-34 South Bar Street

Banbury

Post town

Oxfordshire

County/Region

Postcode

O X 1 6 9 A E

Country

DX

DX 24214 DX BANBURY

Telephone

01295 265566



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following.

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

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

For companies registered in England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

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

For companies registered in Northern Ireland

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



Further information

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

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



FILE COPY

DX

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9601914

Charge code: 0960 1914 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st February 2016 and created by LUKE BOWERS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th February 2016

Given at Companies House, Cardiff on 18th February 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 1 FEBRUARY 2016

DEBENTURE

between

LUKE BOWERS LIMITED

and

THE BARBER SHOP (DIDCOT) LIMITED

We hereby certify this to be
a true copy of the original
BOWER & BAILEY

Bower & Bailey

3 2.16.

BOWER & BAILEY
SOLICITORS

Offices at Banbury Oxford Swindon and Witley

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THIS DEED is dated 1 February 2016

PARTIES

- (1) **LUKE BOWERS LIMITED** incorporated and registered in England and Wales with company number 09601914 whose registered office is at 29 Kynaston Road, Didcot, Oxfordshire, OX11 8HE ("**Chargor**")
- (2) **THE BARBER SHOP (DIDCOT) LIMITED** incorporated and registered in England and Wales with company number 04180717 whose registered office is at 90A, The Broadway, Didcot, Oxfordshire, OX11 8AB (company no) of 79 Cumnor Hill, Oxford OX2 9HX ("**Creditor**")

WITNESSETH AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions in this clause apply in this debenture

- 1.1.1 **Administrator:** an administrator appointed to manage the affairs, business and property of the Chargor pursuant to paragraph 15 of Schedule 5
- 1.1.2 **Business Day:** a day (other than a Saturday or Sunday) on which commercial banks are open for general business in London and deposits are dealt with on the London Interbank Market
- 1.1.3 **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 include references to any part of it)
- 1.1.4 **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
- 1.1.5 **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
- 1.1.6 **Financial Collateral:** shall have the meaning given to that expression in the Financial Collateral Regulations
- 1.1.7 **Financial Collateral Regulations:** the Financial Collateral Arrangements (No 2) Regulations 2003 (*SI 2003/3226*)
- 1.1.8 **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 equity) by the Chargor, including all rights accruing or incidental to those investments from time to time

- 1.1.9 **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 which are briefly described in Schedule 1) and **Property** means any of them
- 1.1.10 **Receiver:** a receiver and/or manager of any or all of the Charged Property appointed under paragraph 6 of Schedule 5
- 1.1.11 **Sale Agreement:** a sale agreement dated on the date of this Deed and made between (1) the Creditor (2) the Chargor and (3) Luke Key relating to the sale and purchase of the certain assets from the Creditor
- 1.1.12 **Secured Liabilities:** all present and future monies, obligations and liabilities owed by the Chargor to the Creditor, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, under or in connection with the Sale Agreement or this debenture (including, without limitation, those arising under clause 13.3) together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities
- 1.1.13 **Security Financial Collateral Arrangement:** shall have the meaning given to that expression in the Financial Collateral Regulations
- 1.1.14 **Security Interest:** any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect
- 1.1.15 **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 any reference to any 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 which 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 or Schedule of or to this debenture,
- 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 or novated from time to time.

1 2 6 a reference to a **person** shall be construed as including 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 **Creditor** shall include its successors, permitted transferees and permitted assigns, and

1 2 12 the headings do not form part of this debenture or any part of it and do not affect its interpretation

1 3 **Clawback**

If the Creditor considers that an amount is capable of being avoided or otherwise set aside on liquidation or administration of the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this debenture

1 4 **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 4 1 all buildings and fixtures (including trade and tenant's fixtures) which are at any time situated on that property,

1 4 2 the proceeds of sale of any part of that property, and

1 4 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 monies paid or payable in respect of those covenants

1 5 **Law of Property (Miscellaneous Provisions) Act 1989**

The terms of the Sale Agreement under which the Secured Liabilities arise and of any side letters between the Chargor and the Creditor or any of them relating to the Secured Liabilities are incorporated into this debenture to the extent required for any purported disposition of the Charged Property contained in this debenture to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

1 6 **Insolvency Act 1986**

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (as inserted by section 248 of, and Schedule 16 to, the Enterprise Act 2002) applies to the floating charge created by this debenture

2 COVENANT TO PAY

The Chargor shall pay and discharge the Secured Liabilities to the Creditor on demand following the occurrence of any of the events described in clause 3.3 of the Sale Agreement

3 GRANT OF SECURITY

3.1 Charging clause

As a continuing security for the payment, discharge and performance of the Secured Liabilities, the Chargor with full title guarantee

3.1.1 charges to the Creditor, by way of first legal mortgage, all the Properties (if any) listed in Schedule 1,

3.1.2 charges to the Creditor, by way of first fixed charge

- a) all Properties acquired by the Chargor in the future,
- b) all present and future interests of the Chargor not effectively mortgaged or charged under the preceding provisions of this clause 3 in or over freehold or leasehold property,
- c) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties,
- d) 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,
- e) all present and future goodwill and uncalled capital for the time being of the Chargor,
- f) all Equipment,
- g) all Investments, and

3.1.3 charges to the Creditor, 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 and clause 3.1.2

3.2 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

3.2.1 the Chargor

- a) creates, or attempts to create, over all or any part of the Charged Property a Security Interest without the prior written consent of the Creditor or any trust in favour of another person, or

- b) disposes or attempts to dispose of all or any part of the Charged Property (other than property subject only to the floating charge while it remains uncrystallised which property may be disposed of in the ordinary course of business), or

3 2 2 a receiver is appointed over all or any of the Charged Property that is subject to the floating charge, or

3 2 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 2 4 the Creditor receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Chargor

3 3 **Conversion of floating charge by notice**

The Creditor may in its sole discretion at any time 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 Creditor in that notice

3 4 **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 such crystallisation would be subject to a floating charge shall (unless the Creditor confirms in writing to the contrary) be charged to the Creditor by way of first fixed charge

4 **LIABILITY OF CHARGOR**

4 1 **Liability not discharged**

The liability of the Chargor 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 Creditor being or becoming wholly or partially illegal, void or unenforceable on any ground, or

4 1 2 the Creditor renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from any other person, or

4 1 3 any other act or omission which but for this provision 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 of requiring the Creditor 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. This waiver applies irrespective of any law or any provision of the Sale Agreement to the contrary

5 REPRESENTATIONS AND WARRANTIES

The Chargor represents and warrants to the Creditor in the terms set out in Schedule 2. The representations and warranties set out in Schedule 2 are made on the date of this debenture.

6 COVENANTS

6.1 Covenants

The Chargor covenants with the Creditor during the continuance of the security constituted by this debenture in the terms set out in Schedule 3.

7 POWERS OF THE CREDITOR

7.1 Powers of the Creditor

The Creditor shall have the powers set out in Schedule 4.

8 ENFORCEMENT

8.1 Enforcement events

The security constituted by this debenture shall be immediately enforceable in any of the circumstances set out in paragraph 1 of Schedule 5. The parties to this debenture agree that the provisions of Schedule 5 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 6.

8.3 Right of appropriation

To the extent that the Charged Property constitutes Financial Collateral and this debenture and the obligations of the Chargor hereunder constitute a Security Financial Collateral Arrangement, the Creditor 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 and/or discharge of the Secured Liabilities in such order as the Creditor in its absolute discretion may from time to time determine. 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 Creditor may select (including independent valuation). 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

The Chargor shall pay to or reimburse the Creditor and any Receiver on demand, on a full indemnity basis, all Costs incurred by the Creditor and/or any Receiver in relation to

9.1.1 this debenture or the Charged Property, or

9.1.2 protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Creditor's or the Receiver's rights under this debenture, or

9.1.3 suing for, or recovering, any of the Secured Liabilities,

(including, without limitation, the Costs of any proceedings in relation to this debenture or the Secured Liabilities) together with, in the case of clause 9.1.2 and clause 9.1.3, interest on the amount due at the default rate of interest specified in the Sale Agreement

9.2 Indemnity

The Creditor and any Receiver 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, or

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

10.1 Release

Subject to clause 13.3, upon the expiry of the Security Period (but not otherwise) the Creditor 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 ASSIGNMENT AND TRANSFER

11.1 Assignment by Creditor

The Creditor may at any time, without the consent of the Chargor, assign or transfer the whole or any part of the Creditor's rights and/or obligations under this debenture to any person

11.2 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, which would result in any of those rights or obligations passing to another person

12 POWER OF ATTORNEY

12.1 Appointment of attorneys

By way of security, the Chargor irrevocably appoints the Creditor and every Receiver 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

12.1.1 the Chargor is required to execute and do under this deed, and/or

12.1.2 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Creditor or any Receiver

12 2 Ratification of acts of attorneys

The Chargor ratifies and confirms, and agrees to ratify and confirm, anything which any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 12 1

13 FURTHER PROVISIONS

13 1 Independent security

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

13 2 Continuing security

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

13 3 Discharge conditional

Any release, discharge or settlement between the Chargor and the Creditor shall be deemed conditional upon no payment or security received by the Creditor in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise and, notwithstanding any such release, discharge or settlement

13 3 1 the Creditor or its nominee shall be at liberty to retain this debenture and the security created by or pursuant to this debenture, including all certificates and documents relating to the whole or any part of the Charged Property, for such period as the Creditor shall deem necessary to provide the Creditor with security against any such avoidance, reduction or order for refund, and

13 3 2 the Creditor shall be entitled to 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 4 Certificates

A certificate or determination by the Creditor 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 powers of the Creditor conferred by this debenture are cumulative, may be exercised as often as the Creditor considers appropriate, and are in addition to its rights and powers under the general law

13 6 Waivers

Any waiver or variation of any right by the Creditor (whether arising under this debenture or under the general law) shall only be effective if it is in writing and signed by the Creditor and applies only in the circumstances for which it was given and shall not prevent the Creditor 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 Creditor shall in any way preclude the Creditor from exercising any right or power under this debenture or constitute a suspension or variation of any such right or power

13.8 Delay

No delay or failure to exercise any right or power under this debenture shall operate as a waiver

13.9 Single or partial exercise

No single or partial exercise of any right under this debenture shall prevent any other or further exercise of that or any other such right

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 Third party rights

A third party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this debenture

13.14 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)

14 NOTICES

14.1 Service

Any notice or other communication given under this debenture shall be in writing and shall be served by delivering it personally or by sending it by pre-paid first-class post or by fax to the address or fax number and for the attention of the relevant party as set out in Schedule 7 or such other address or fax number as may be notified in writing from time to time by the relevant party to the other party

14.2 Receipt

Receipt of any notice, given under clause 14.1 above, shall be deemed to be

14.2.1 if delivered personally, at the time of delivery, or

14.2.2 in the case of pre-paid first-class letter, 48 hours from the date of posting, or

14.2.3 in the case of a fax, when received in legible form,

but if deemed receipt occurs

- a) before 9.00 am on a Business Day, the notice shall be deemed to have been received at 9.00 am on that day, or
- b) after 5.00 pm on a Business Day or on a day that is not a Business Day, the notice shall be deemed to have been received at 9.00 am on the next Business Day

14.3 Proof of service

In proving service of a notice, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party as set out in Schedule 7 (or as otherwise notified by that party under clause 14.1 above) and delivered either

14.3.1 to that address, or

14.3.2 into the custody of the postal authorities as a pre-paid recorded delivery first-class letter

14.4 E-mail invalid

Notice given under this debenture shall not be validly served if sent by e-mail

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 according to 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 Creditor to take proceedings against the Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings

in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction

15.3 **Other service**

The Chargee 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 2 - REPRESENTATIONS AND WARRANTIES

1 OWNERSHIP OF CHARGED PROPERTY

The Chargor is the legal and beneficial owner of the Charged Property free from any Security Interest other than the Security Interests created by this debenture

2 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

3 ADVERSE COVENANTS

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

4 NO BREACH OF LAWS

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

5 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

6 NO OVERRIDING INTERESTS

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

7 AVOIDANCE OF SECURITY

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

SCHEDULE 3 – COVENANTS

1 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

- 1.1 The Chargor shall not at any time, except with the prior written consent of the Creditor
- 1.1.1 create, purport to create or permit to subsist any Security Interest on, or in relation to, any Charged Property other than any Security Interests created by this debenture, or
 - 1.1.2 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 for the disposal in the ordinary course of business of any of the Charged Property subject to the floating charge created under this debenture, or
 - 1.1.3 create or grant (or purport to create or grant) any interest in any Charged Property in favour of a third party, or
 - 1.1.4 grant or accept a surrender of, or vary, any lease or licence of, nor part with or share possession or occupation of any of the Properties nor reduce any sum payable under them nor enter into any onerous or restrictive obligations affecting the Properties or consent to any assignment or underletting of, an interest in the Properties

2 INSURANCE

- 2.1 The Chargor shall
- 2.1.1 insure and keep insured all of its undertaking and assets with reputable and responsible insurers previously approved by the Creditor in such manner and to such extent as is reasonable and customary for an enterprise engaged in the same or similar business and in the same or similar localities against such risks and contingencies as the Creditor shall from time to time request,
 - 2.1.2 procure that the interest of the Creditor is noted on all its policies of insurance in such manner as the Creditor may in its absolute discretion require, and
 - 2.1.3 duly and punctually pay all premiums and any other monies necessary for maintaining its insurance in full force and effect
- 2.2 The Chargor shall apply all monies received by virtue of any insurance of the whole or any part of the Charged Property
- 2.2.1 in making good or in recouping expenditure incurred in making good any loss or damage or
 - 2.2.2 if the Creditor in its discretion so requires, towards the discharge of the Secured Liabilities

3 REPAIR

- 3.1 The Chargor shall
- 3.1.1 at all times maintain the condition of all the Charged Property in a state no worse than at the date of this debenture including, without limitation, all buildings, erections, structures and fixtures and fittings on and in the Property, and

3.1.2 where it is uneconomic to repair any part of the Charged Property, replace such part by another similar asset of equal or greater quality and value

4 NOTICE OF BREACH

4.1 The Chargor shall promptly upon becoming aware of the same give the Creditor notice in writing of any breach of

4.1.1 any representation or warranty set out in Schedule 2, and

4.1.2 any covenant set out in this Schedule 3

5 FURTHER ASSURANCE

5.1 The Chargor, at its own cost, shall prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as the Creditor may reasonably require) in favour of the Creditor as the Creditor shall in its absolute discretion from time to time require over all or any part of the Charged Property and give all notices, orders and directions which the Creditor may require in its absolute discretion for perfecting, protecting or facilitating the realisation of its security over the Charged Property

6 INSPECTION

6.1 The Chargor shall permit the Creditor and any Receiver and any person appointed by either of them to enter upon and inspect any Property during normal business hours upon reasonable prior notice

7 CHARGOR'S WAIVER OF SET-OFF

7.1 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)

8 PRESERVATION OF CHARGED PROPERTY

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

SCHEDULE 4 - POWERS OF CREDITOR

1 POWER TO REMEDY

The Creditor shall be entitled (but shall not be bound) to remedy a breach at any time by the Chargor of any of its obligations contained in this debenture and the Chargor irrevocably authorises the Creditor and its agents to do all such things as are necessary or desirable for that purpose

2 EXERCISE OF RIGHTS

The rights of the Creditor under paragraph 1 of this Schedule 4 are without prejudice to any other rights of the Creditor under this debenture and the exercise of those rights shall not make the Creditor liable to account as a mortgagee in possession

3 POWER TO DISPOSE OF CHATTELS

At any time after the security constituted by this debenture shall have become enforceable, the Creditor or any Receiver

3.1.1 may dispose of any chattels or produce found on any Property as agent for the Chargor, and

3.1.2 without prejudice to any obligation to account for the proceeds of any sale of such chattels or produce, shall be indemnified by the Chargor against any liability arising from such disposal

4 PRIOR SECURITY INTERESTS

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

4.2 Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Chargor and all monies paid by the Creditor to an encumbrancer in settlement of such an account shall, as from its payment by the Creditor, be due from the Chargor to the Creditor on current account and shall bear interest and be secured as part of the Secured Liabilities

5 INDULGENCE

The Creditor may in 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 such person or persons are 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

SCHEDULE 5 – ENFORCEMENT

1 ENFORCEMENT EVENTS

1.1 *This debenture shall be enforceable if*

- 1.1.1 any of the events listed in clause 3.2 of the Sale Agreement occurs, or
- 1.1.2 the Chargor shall be in breach of any of its obligations under this debenture or under any other agreement between the Chargor and the Creditor and that breach (if capable of remedy) has not been remedied to the reasonable satisfaction of the Creditor within 30 days of notice by the Creditor to the Chargor to remedy the breach, or
- 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), or
 - 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, or
- 1.1.4 the Chargor passes any resolution or takes any corporate action or a petition is presented or proceedings are commenced or any action is taken by any person for its winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrative receiver, administrator, trustee or similar officer of it or of any or all of its revenues and assets, or
- 1.1.5 a distress, execution, attachment or other legal process is levied or enforced upon or sued against all or any part of the assets of the Chargor and remains undischarged for sixty days, or
- 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 5, or
- 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 in any material respect when made or deemed to be made, or
- 1.1.8 a Default Event (as defined in the Sale Agreement) occurs,

and in any such event (whether or not the event is continuing), without prejudice to any other rights of the Creditor, the powers of sale under the Law of Property Act 1925 shall immediately be exercisable and the Creditor 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 powers of sale conferred upon mortgagees under the Law of Property Act 1925 shall, as between the Creditor and a purchaser from the Creditor, arise on and be exercisable at any time after the execution of this debenture, but the Creditor shall not exercise such power of

sale until the security constituted by this debenture has become enforceable under paragraph 1 of this Schedule 5

3 EXTENSION OF STATUTORY POWERS

The statutory powers of sale, leasing and accepting surrenders conferred upon mortgagees under the Law of Property Act 1925 and/or by any other statute shall be exercisable by the Creditor under this debenture and are extended so as to authorise the Creditor whether in its own name or in that of the Chargor to make any lease or agreement for lease, accepts surrenders of lease or grant any option of the whole or any part or parts of the freehold and leasehold property of the Chargor with whatever rights relating to other parts of it and containing whatever covenants on the part of the Chargor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Creditor thinks fit

4 PROTECTION OF THIRD PARTIES

No purchaser, mortgagee or other person dealing with the Creditor or any Receiver shall be concerned

4.1.1 to enquire whether any of the Secured Liabilities have become due or payable or remain unpaid or undischarged, or whether the power the Creditor or a Receiver is purporting to exercise has become exercisable, or

4.1.2 to see to the application of any money paid to the Creditor or any Receiver

5 NO LIABILITY AS MORTGAGEE IN POSSESSION

Neither the Creditor nor any Receiver 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 upon realisation of, or for any neglect or default of any nature whatsoever in connection with, all or any of the Charged Property for which a mortgagee in possession might as such be liable

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 Creditor may without further notice

6.1.1 appoint by way of deed, or otherwise in writing, any one or more person or persons to be a receiver or a receiver and manager of all or any part of the Charged Property, and

6.1.2 (subject to section 45 of the Insolvency Act 1986) from time to time by way of deed, or otherwise in writing, remove any person appointed to be Receiver and may in like manner appoint another in his place

6.2 Where more than one person is appointed Receiver they will have power to act separately (unless the appointment by the Creditor specifies to the contrary)

6.3 The Creditor 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 Creditor

7 POWERS 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 Creditor under the Insolvency Act 1986, 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 Creditor notwithstanding any prior appointment in respect of all or any part of the Charged Property

8 AGENT OF THE CHARGOR

Any Receiver appointed by the Creditor 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

Any Receiver appointed by the Creditor under this debenture shall in addition to the powers conferred on him by the Law of Property Act 1925 and the Insolvency Act 1986 have power to do all such acts and things as an absolute owner could do in the management of such of the Charged Property over which the Receiver is appointed and in particular the powers set out in Schedule 6

10 ORDER OF APPLICATION OF PROCEEDS

All monies received by the Creditor or a Receiver 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 Creditor (and any Receiver, attorney or agent appointed by it),

10.1.2 second in paying the remuneration of any Receiver (as agreed between him and the Creditor),

10.1.3 third in or towards discharge of the Secured Liabilities in such order and manner as the Creditor shall determine, and

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

11 SECTION 109(8) LAW OF PROPERTY ACT 1925

Neither the Creditor nor any Receiver 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 as between any of the Secured Liabilities

12 SUSPENSE ACCOUNT

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

13 POWER OF ATTORNEY

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

13.1.1 the Chargor is required to execute and do under this debenture, and/or

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 Creditor or any Receiver

14 RATIFICATION OF ACTS OF ATTORNEY

The Chargor ratifies and confirms and agrees to ratify and confirm anything which any of its attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in paragraph 13 of this Schedule 5

15 APPOINTMENT OF AN ADMINISTRATOR

15.1 The Creditor may without notice to the Chargor appoint any one or more persons to be an administrator of the Chargor pursuant to paragraph 14 Schedule B1 of the Insolvency Act 1986 if 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 Creditor, and

15.2.2 take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986, when the requirements of paragraph 18 of that Schedule B1 are satisfied

15.3 The Creditor 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 under that paragraph a replacement for any Administrator whose appointment ends for any reason

SCHEDULE 6 - FURTHER POWERS OF RECEIVER

1 TO REPAIR AND DEVELOP PROPERTIES

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

2 TO SURRENDER LEASES

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

3 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 deems expedient

4 TO MAKE VAT ELECTIONS

A Receiver may make such elections for value added tax purposes as he thinks fit

5 TO CHARGE 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 Creditor may prescribe or agree with him

6 TO REALISE CHARGED PROPERTY

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

7 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 TO DISPOSE OF CHARGED PROPERTY

A Receiver may grant options and licences over all or any part of the Charged Property, sell or concur in selling, assign or concur in assigning, lease or concur in leasing and accept or concur in accepting surrenders of leases of, all or any of the property of the Chargor in respect of which he is appointed in such manner and generally on such terms and conditions as he thinks fit (fixtures and plant and machinery may be severed and sold separately from the premises in which they are contained without the consent of the Chargor) and to carry any such sale, assignment, leasing or surrender into effect Any such sale may be for such consideration as he shall think fit and he may promote or concur in promoting a company to purchase the property to be sold

9 TO MAKE SETTLEMENTS

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

10 TO IMPROVE EQUIPMENT

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

11 TO MAKE CALLS ON CHARGOR MEMBERS

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

12 TO APPOINT STAFF AND AGENTS

A Receiver may appoint managers, officers, servants, workmen and agents for the aforesaid purposes at such salaries and for such periods and on such terms as he may determine

13 TO INSURE

A Receiver may, if he thinks fit, but without prejudice to the indemnity contained in clause 9, effect with any insurer any policy or policies of insurance either in lieu or satisfaction of, or in addition to, such insurance

14 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 1986

15 TO BORROW

A Receiver may for any of the purposes authorised by this Schedule 6 raise money by borrowing from the Creditor or from any other person on the security of all or any of the Charged Property in respect of which he is appointed upon such terms (including if the Creditor shall consent to terms under which such security ranks in priority to this debenture) as he shall think fit

16 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 and 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 will be deemed to be an expense properly incurred by him

17 INCIDENTAL POWERS

A Receiver may do all such other acts and things as he may consider incidental or conducive to any of the matters or powers in this Schedule 6 or which he lawfully may or can do as agent for the Chargor

18 SCOPE OF POWERS

Any exercise of any of these powers may be on behalf of the Chargor, the directors of the Chargor (in the case of the power contained in paragraph 11 of this Schedule 6) or himself

SCHEDULE 7 - NOTICE DETAILS

The Chargor

The address stated at the beginning of this deed

The Creditor

The address stated at the beginning of this deed

Executed as a deed by **THE BARBER
SHOP (DIDCOT) LIMITED** acting
by a director, in the presence of

Director

Witness *Willa Papp*

Witness Name *STILVIA PAPP*

Witness Address *15 Kings Close, Letcombe Regis
Wantage OX12 5ST*

Witness Occupation *Hairdresser*

Executed as a deed by **LUKE
BOWERS LIMITED** acting by a
director, in the presence of

Director

Witness *Willa Papp*

Witness Name *STILVIA PAPP*

Witness Address *15 Kings Close Letcombe Regis
Wantage OX12 5ST*

Witness Occupation *Hairdresser*

Executed as a deed by **LUKE KEY** in
the presence of

Witness *Willa Papp*

Witness Name *STILVIA PAPP*

Witness Address *15 Kings Close Letcombe Regis
Wantage OX12 5ST*

Witness Occupation *Hairdresser*