



Registration of a Charge

Company name: **KAIZEN LAW SOLICITORS LTD**

Company number: **09687699**



X513S41U

Received for Electronic Filing: **19/02/2016**

Details of Charge

Date of creation: **16/02/2016**

Charge code: **0968 7699 0001**

Persons entitled: **HAMILTON LEVI 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: **UMBERTO VIETRI**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9687699

Charge code: 0968 7699 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th February 2016 and created by KAIZEN LAW SOLICITORS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th February 2016 .

Given at Companies House, Cardiff on 22nd February 2016

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

DATE

16th February

2016

PARTIES

- (1) **KAIZEN LAW SOLICITORS LIMITED (CRN: 09687699)** whose registered office is at Bridgeman Court, Salop Street, Bolton, BL2 1DZ (the "Company")
- (2) **HAMILTON LEVI LIMITED (CRN: 08090239)** of St Georges House, 2 St Georges Road, Bolton, BL1 2DD (the "Lender")

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires:

Business Day: means a day (other than a Saturday or Sunday) on which Lenders are open for general business in London;

Charged Property: means all the assets for the time being subject to the security interests created by this Deed (and references to the Charged Property include references to any part of it);

Debts: means all book debts, other debts, receivables and liabilities of any kind whatsoever now or at any time hereafter (and from time to time) due, owing or payable to the Company, including the benefit of any judgement or order to pay a sum of money, and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the same and all bills of exchange, promissory notes and other negotiable instruments for the time being owned or held by the Company;

Encumbrance: means 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;

Equipment: means all equipment, plant, machinery, tools, vehicles, furniture and other tangible moveable property now or at any time hereafter (and from time to time) owned by the Company, and any part thereof, together with all spare parts, replacements, modifications and additions thereto;

Insurance Policies: means the insurance policies referred to in clause 3.2.2;

Intellectual Property: means any present or future rights or interests of the Company in respect of any patent, trade mark, service mark, trade name, registered design, design rights, copyrights, know-how and any other rights in

intellectual property whether registered or unregistered and any registration or application for registration including all present and future fees, royalties and other income or rights derived there from or incidental thereto and including the benefit of all present and future agreements relating to the use of a licensing or exploitation of any such rights;

Issuer: means the issuer of any Securities which are charged to the Lender pursuant to this Deed;

Properties: means all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or at any time hereafter (and from time to time) owned by the Company or in which the Company holds an interest;

Secured Liabilities: means all present and future moneys, obligations and liabilities owed by the Company to the Lender, whether actual or contingent and whether owed jointly or severally, as principle or surety and/or in any other capacity whatsoever and for the avoidance of doubt such moneys, obligations and liabilities include all those which may arise pursuant to clause 20.3b (and references to the Secured Liabilities include references to any of them)

Securities: means all stocks, shares, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) now or at any time hereafter (and from time to time) owned (at law or in equity) by the Company, together with all allotments offered or arising in respect thereof or incidental thereto and all stocks, shares, loan capital, securities, bonds, investments, rights, income, money or property accruing, deriving, offered or paid from time to time by way of dividend, distribution, interest, exchange, capital reorganisation, conversion, redemption, bonus, rights, preference, option or otherwise in respect thereof; and

Security Period: means the period starting on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

1.2 Construction

- (a) In this Deed, (unless the context requires otherwise) any reference to:
 - (i) the Company or to the Lender shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - (ii) “assets” includes present and future properties, revenues and rights of every description;
 - (iii) an “amendment” includes a supplement, restatement, variation, novation or re-enactment (and “amended” is to be construed accordingly);

- (iv) an “authorisation” includes an authorisation, consent, licence, approval, resolution, exemption, filing, registration and notarisation;
- (v) “indebtedness” includes any obligation for the payment or repayment of money, whether as principal or as surety and whether present or future, actual or contingent;
- (vi) a “person” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;
- (vii) a “regulation” includes any regulation, rule, official directive, request, guideline or concession (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (viii) a “law” includes a reference to the common law, any statute, bye-law, regulation or instrument and any kind of subordinate legislation, and any order, requirement, code of practice, circular, guidance note, licence, consent or permission made or given pursuant to any of the foregoing;
- (ix) a provision of law is a reference to that provision as amended or re-enacted;
- (x) a time of day is a reference to London time;
- (xi) any gender includes a reference to the other genders;
- (xii) the singular includes a reference to the plural and vice versa; and
- (xiii) a clause or Schedule is to a Clause or Schedule (as the case may be) of or to this Deed.

(b) clause and Schedule headings are for ease of reference only.

1.3 **Clawback**

If the Lender considers that an amount paid by the Company in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Company or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.

1.4 **Nature of security over real property**

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

- (a) all buildings and fixtures (including trade and tenant's fixtures) which are at any time situated on that property;
- (b) the proceeds of sale of any part of that property; and
- (c) the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of that property or any monies paid or payable in respect of those covenants.

1.5 Third party rights

Save as expressly provided to the contrary a third party (being any person other than the Company and the Lender and their permitted successors and assigns) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

1.6 Perpetuity Period

The perpetuity period applicable to all trusts declared by this Deed shall be 80 years.

1.7 Enterprise Act 2002

Paragraph 14 of Schedule B1 of 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 Deed.

2. COVENANT TO PAY

2.1 Covenant to pay

The Company hereby covenants with the Lender that it will on demand pay and discharge the Secured Liabilities to the Lender when they become due.

3. GRANT OF SECURITY

3.1 Charging clause

As a continuing security for the payment or discharge of the Secured Liabilities, the Company with full title guarantee hereby:

- (a) Charges to the Lender, by way of first legal mortgage all Properties;
- (b) Charges to the Lender, by way of first fixed charge, the Securities;
- (c) Charges to the Lender, by way of first fixed charge:
 - (i) all Properties hereafter acquired by the Company;

- (ii) all present and future interests of the Company not effectively mortgaged or charged under the preceding provisions of this clause 3 in or over freehold or leasehold property;
 - (iii) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties;
 - (iv) all present and future goodwill of the Company and all uncalled capital for the time being of the Company;
 - (v) the Equipment;
 - (vi) all Intellectual Property;
 - (vii) the Debts; and
 - (viii) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person excluding any client or client account monies held by the Company.
- (d) Assigns to the Lender by way of first fixed mortgage all right, title and interest of the Company in and to any present or future policies of insurances or assurance (including, without limitation, any insurances relating to the Properties or the Equipment) and claims and recoveries thereunder;
 - (e) Charges to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of the Company at any time not effectively mortgaged, charged or assigned pursuant to clauses 3.1(a) to 3.1(e) inclusive.

3.2 **Title Documents**

The Company shall on the execution of this Deed (or, if later, the date of acquisition of the relevant Charged Property) deposit with the Lender and the Lender shall during the continuance of this security be entitled to hold:

- (a) all deeds and documents of title relating to the Charged Property which are in the possession or control of the Company (and, if not within the possession and/or control of the Company, the Company hereby undertakes to obtain possession of such deeds and documents of title);
- (b) all insurance policies relating to any of the Charged Property to which policies the Company is entitled to possession;
- (c) all certificates relating to the Securities and such instruments of transfer in blank and other documents as the Lender may from time to time require for perfecting its title to the Securities or for vesting.

or enabling it to vest the Securities in itself or its nominee or in any purchaser; and

- (d) declarations of trust in favour of the Company executed by all persons (other than the Company) in whose name the Securities are registered.

3.3 Automatic conversion of floating charge

If:

- (a) the Company creates or attempts to create an Encumbrance or any trust in favour of another person over all or any part of the Charged Property or disposes or attempts to dispose of all or any part of the Charged Property; or
- (b) any person levies or attempts to levy any distress, attachment, execution or other process against all or any part of the Charged Property,

the floating charge created under this Deed will automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property.

3.4 Conversion of floating charge by notice

Notwithstanding the provisions of clause 3.3 (*Automatic conversion of floating charge*) (and without prejudice to any other circumstances in which such floating charge may crystallise), the Lender may at any time and from time to time by written notice to the Company convert the floating charge created under this Deed into a fixed charge as regards any part of the Charged Property if the Lender considers (in its sole discretion) that any part of the Charged Property, or the Lender's security interest in any part of the Charged Property, is or may be in danger of being seized or subjected to any distress or execution or is otherwise in jeopardy, or if at any time any of the security constituted by this Deed becomes enforceable.

3.5 Assets acquired after any floating charge crystallisation

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

4. NO OTHER SECURITY INTERESTS OR DISPOSALS

4.1 Negative pledge and disposal restrictions.

The Company hereby covenants with the Lender that the Company will not at any time, except with the prior written consent of the Lender:

- (a) create or purport to create or permit to subsist any Encumbrance on or in relation to the Charged Property other than this Deed; or
- (b) sell, assign, transfer, lease, licence, share occupation of part with possession of or otherwise dispose of (or purport to sell, assign, transfer, lease, licence, share occupation of, part with possession of or otherwise dispose of) all or any part of the Charged Property or of the equity of redemption of any such Charged Property or any interest in any such Charged Property, except (in the case of the Charged Property charged by way of floating charge) in the ordinary course of the Company's business and for the purpose of carrying on that business; or
- (c) create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.

5. COVENANTS RELATING TO DEBTS AND INSURANCES

5.1 Preservation of debts

The Company shall not except 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 Debts save as hereinafter expressly provided.

5.2 Realising the debts

The Company shall if called upon so to do by the Lender, execute a legal assignment of the Debts to the Lender in such terms as the Lender may require and give notice thereof to the debtors from whom the Debts are due, owing or incurred.

5.3 Insurance covenant

The Company hereby covenants with the Lender that the Company will (if the Lender so requires) produce to or deposit with the Lender all Insurance Policies and the receipts for all premiums and other payments necessary for effecting and keeping up such policies

6. COVENANTS RELATING TO THE PROPERTIES

The Company hereby covenants with the Lender that the Company will:

6.1 Maintenance and insurance

Keep all buildings on each Property and all fixtures belonging to the Company thereon and therein in good and substantial repair and condition and insure and keep insured all such buildings and fixtures with such insurer and against such risks and in such amounts and otherwise upon such terms as the Lender

may require (and failing such requirement in accordance with the practice in respect of items of the same type from time to time current amongst prudent men of business) and will procure that the interest of the Lender is noted upon all policies of such insurance or at the option of the Lender that such policies are issued in the joint names of the Lender and the Company.

6.2 Property information

Inform the Lender promptly of any acquisition by the Company of, or contract made by the Company to acquire, any freehold or leasehold property or any interest therein.

7. COVENANTS RELATING TO THE EQUIPMENT

7.1 The Company hereby covenants with the Lender as follows:

(a) Maintenance of equipment

To maintain the Equipment in good and serviceable condition (fair wear and tear excepted) and not to permit the same to be used or handled other than by persons properly qualified and trained or to be overloaded or to be used for any purpose for which the Equipment is not designed or reasonably suitable;

8. COVENANTS RELATING TO THE INTELLECTUAL PROPERTY

The Company hereby covenants with the Lender as follows:

8.1 Preservation of rights

To 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 thereto and paying all applicable renewal fees, licence fees and other outgoings.

9. PROVISIONS RELATING TO THE SECURITIES

9.1 Registration of Securities

The Lender may at any time cause any or all of the Securities to be registered in the name of the Lender or its nominee. The Company agrees to forthwith execute and deliver to the Lender all such transfers and other documents and do all such things as may be necessary or desirable to bring about any such registration.

9.2 Additional registration obligations

The Company hereby grants and agrees to procure as necessary, all consents, waivers, approvals and permissions which are necessary, under the articles of

association of any Issuer or otherwise, for the transfer of the Securities to the Lender or its nominee or to a purchaser upon enforcement of this Deed. The Company further agrees to procure the amendment of the share transfer provisions of each Issuer's articles of association in such manner as the Lender may require in order to permit such a transfer.

10. COVENANTS RELATING TO THE SECURITIES

The Company further covenants with the Lender that:

10.1 Calls on Securities

It shall duly and promptly pay all calls, instalments and other moneys which may be payable from time to time in respect of the Securities it being acknowledged by the Company that the Lender shall be under no liability whatsoever in respect of any such calls, instalments or other moneys.

10.2 No Alteration of Securities

It shall not without the Lender's prior written consent amend, or agree to the amendment of, the memorandum or articles of association of any Issuer or the rights or liabilities attaching to any of the Securities.

10.3 Preservation of Securities

It shall ensure (insofar as it is able by the exercise of all voting rights, powers of control and other means available to it to do so) that no Issuer will:

- (a) consolidate or sub-divide any of its Securities or reduce or re-organise its share capital in any way;
- (b) issue any new shares or stock; or
- (c) refuse to register any transfer of any of its Securities which may be lodged for registration by or on behalf of the Lender or the Company in accordance with this Deed.

10.4 Securities information

It shall promptly send to the Lender copies of all notices, circulars, reports, accounts and other documents which are sent to holders of any Securities.

10.5 Preservation of Charged Property

It shall not do, or permit to be done, any act or thing which will or might materially diminish the value of any of the Charged Property or the effectiveness of the security created by this Deed.

10.6 Costs and expenses on enforcement

It shall pay to the Lender on demand the amount of all costs, expenses or liabilities which the Lender may incur in, or with a view to, perfecting or enforcing the security created by this Deed.

11. POWER TO REMEDY

If the Company is at any time in breach of any of its obligations contained in this Deed, the Lender shall be entitled (but shall not be bound) to remedy such breach and the Company hereby irrevocably authorises the Lender and its agents to do all such things necessary or desirable in connection therewith. The Company shall be liable to the Lender for the expenses of the Lender in so doing together with interest at the rate of 3% above the base rate of Natwest bank plc from time to time from the date of payment to the Lender until the date of repayment. The rights of the Lender contained in this clause 11 are without prejudice to any other rights of the Lender hereunder. The exercise by the Lender of its rights under this clause shall not make the Lender liable to account as a mortgagee in possession.

12. REPRESENTATIONS AND WARRANTIES

12.1 Representations and warranties

The Company represents and warrants to the Lender as follows it is the legal and beneficial owner of the Charged Property;

13. ENFORCEMENT

13.1 Enforcement events

The security constituted by this Deed shall become enforceable:

- (a) if any of the Secured Liabilities shall not be paid or discharged when the same ought to be paid or discharged by the Company (whether on demand or at scheduled maturity or by acceleration or otherwise as the case may be); or
- (b) if the Company shall be in breach of any of the obligations binding on the Company under this Deed or under any other agreement between the Company and the Lender and such breach (if capable of remedy) has not been remedied to the satisfaction of the Lender before the expiry of 14 days after notice calling upon the Company to do so has been given by the Lender; or
- (c) if the Company becomes unable to pay its debts as they fall due (and/or the value of the Company's assets is less than the amount of its liabilities, taking into account the Company's contingent and prospective liabilities), commences negotiations with any one or more of its creditors with a view to the general readjustment or

rescheduling of its indebtedness or makes a general assignment for the benefit of or a composition with its creditors; or

- (d) if the Company 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
- (e) if a distress, execution, attachment or other legal process is levied or enforced upon or sued out against all or any part of the assets of the Company and remains undischarged for seven days;

and thereupon and at any time thereafter (whether or not any of the above events is continuing), without prejudice to any other rights of the Lender, 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 Deed as it sees fit.

13.2 **Statutory power of sale**

The statutory power of sale shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this Deed, provided that the Lender shall not exercise such power of sale until the security constituted by this Deed has become enforceable pursuant to Clause 13.1 (*Enforcement of events*)).

13.3 **Extension of statutory powers**

The statutory powers of sale, leasing and accepting surrenders exercisable by the Lender under this Deed are extended so as to authorise the Lender whether in its own name or in that of the Company to grant a lease or leases of the whole or any part or parts of the freehold and leasehold property of the Company with whatever rights relating to other parts of it and containing whatever covenants on the part of the Company 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 Lender thinks fit.

13.4 **No obligation to enquire**

No person dealing with the Lender or any Administrator or Receiver appointed hereunder, or its agents or brokers, shall be concerned to enquire whether the security constituted by this Deed has become enforceable, or whether any power exercised or purported to be exercised has become exercisable, or whether any money remains due upon this Deed, or as to the necessity or expediency of the stipulations and conditions subject to which any sale of any Charged Property shall be made, or otherwise as to the propriety or regularity of any sale of any of the Charged Property, or to see to

the application of any money paid to the Lender or such Administrator or Receiver, or its agents or brokers, and such dealing shall be deemed to be within the powers hereby conferred and to be valid and effectual accordingly.

13.5 No liability as mortgagee in possession

None of the Lender, the Administrator or the Receiver 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.

- 13.6 The parties acknowledge and agree that the terms of this clause 13 shall be subject to the provisions set out in the Solicitors Regulation Authority Code of Conduct and in accordance with the business continuity plan implemented by the Company.

14. ADMINISTRATOR OR RECEIVER

14.1 Appointment of Administrator or Receiver

At any time after the security constituted by this Deed becomes enforceable, or at the request of the Company, the Lender may without further notice:

- (a) appoint under seal or by writing under hand of a duly authorised officer of the Lender any one or more person or persons to be an administrator (Administrator) or a receiver or a receiver and manager or an administrative receiver (Receiver), of all or any part of the Charged Property (the expressions Administrator and Receiver shall, where the context so admits, include any person substituted as administrator or receiver or receiver and manager or administrative receiver under the power hereinafter contained); and
- (b) (subject to Section 45 of the Insolvency Act 1986) from time to time under seal or by writing under hand of a duly authorised officer of the Lender remove any person appointed to be Administrator or Receiver and may in like manner appoint another in his place.

14.2 More than one appointment

Where more than one person is appointed Administrator or Receiver, they will have power to act separately (unless the appointment by the Lender specifies to the contrary).

14.3 Additional powers

- (a) The powers of sale and appointing an Administrator or a Receiver conferred by this Deed shall be in addition to all statutory and other

powers of the Lender under the Insolvency Act 1986 and the Law of Property Act 1925 or otherwise and shall be exercisable without the restrictions contained in Sections 103 and 109 of that Act or otherwise; and

- (b) The power to appoint an Administrator or a Receiver (whether conferred by this Deed or by statute) shall be and remain exercisable by the Lender notwithstanding any prior appointment in respect of all or any part of the Charged Property.

14.4 Agent of the Company

An Administrator or any Receiver appointed by the Lender under this Deed shall be the agent of the Company and the Company shall be solely responsible for his acts and remuneration as well as for any defaults committed by him.

- 14.5 The parties acknowledge and agree that the terms of this clause 14 shall be subject to the provisions set out in the Solicitors Regulation Authority Code of Conduct and in accordance with the business continuity plan implemented by the Company.

15. POWERS OF ADMINISTRATOR OR RECEIVER

Any Receiver or Administrator appointed by the Lender under this Deed 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 such Administrator or Receiver is appointed and in particular (where relevant):

15.1 Power to repair and develop Properties

To undertake or complete any works of repair, building or development on the Properties.

15.2 Power to surrender leases

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

15.3 Power to employ personnel and advisors

To provide services and employ or engage such managers contractors and other personnel and professional advisors on such terms as he deems expedient.

15.4 Power to make VAT elections

To make such elections for value added tax purposes as he thinks fit.

- 15.5 **Power to charge for remuneration**
- To 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.
- 15.6 **Power to realise Charged Property**
- To collect and get in the Charged Property in respect of which he is appointed or any part thereof and for that purpose to make such demands and take any proceedings as may seem expedient and to take possession of the Charged Property with like rights.
- 15.7 **Power to manage or reconstruct the Company's business**
- To carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Company.
- 15.8 **Power to dispose of Charged Property**
- To 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 Company 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 Company) 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.
- 15.9 **Power to sell Debts**
- To sell and assign all or any of the Debts in respect of which he is appointed in such manner and generally on such terms and conditions as he thinks fit.
- 15.10 **Power to make settlements**
- To make any arrangement, settlement or compromise between the Company and any other person which he may think expedient.
- 15.11 **Power to improve the Equipment**
- To make and effect such substitutions of or improvements to the Equipment as he may think expedient.
- 15.12 **Power to make calls on Company members**

To make calls conditionally or unconditionally on the members of the Company 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 Company on its directors in respect of calls authorised to be made by them.

15.13 Power to appoint

To 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.

15.14 Power to insure

If he thinks fit, but without prejudice to the indemnity contained in clause 17 (*Indemnity*), to effect with any insurer any policy or policies of insurance either in lieu or satisfaction of or in addition to such indemnity.

15.15 Powers under Law of Property Act 1925

To exercise all powers provided for in the Law of Property Act 1925 in the same way as if he had been duly appointed thereunder and to exercise all powers provided for an administrative receiver in Schedule 1 of the Insolvency Act 1986.

15.16 Power to borrow

For any of the purposes authorised by this clause to raise money by borrowing from the Lender 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 Lender shall consent terms under which such security ranks in priority to this Deed) as he shall think fit.

15.17 Power to redeem prior Encumbrances

To redeem any prior Encumbrance and to settle and pass the accounts to which the Encumbrance relates and any accounts so settled and passed will be conclusive and binding on the Company and the moneys so paid will be deemed to be an expense properly incurred by him.

15.18 Incidental powers

To do all such other acts and things as he may consider to be incidental or conducive to any of the matters or powers aforesaid or which he lawfully may or can do as agent for the Company.

15.19 Scope of powers

To exercise any of the above powers on behalf of the Company or on his own behalf (or, in the case of the power contained in clause 15.12 (*Power to make calls on Company members*), on behalf of the directors of the Company).

- 15.20 The parties acknowledge and agree that the terms of this clause 15 shall be subject to the provisions set out in the Solicitors Regulation Authority Code of Conduct and in accordance with the business continuity plan implemented by the Company.

16. APPLICATION OF PROCEEDS

16.1 Order of application

The Receiver shall apply all monies received by him (other than insurance monies):

- (a) first in paying all rents, taxes, rates and outgoings whatever affecting any Charged Property;
- (b) secondly in paying all costs, charges and expenses of and incidental to his appointment and the exercise of his powers and all outgoings paid by him;
- (c) thirdly in paying his remuneration (as agreed between him and the Lender);
- (d) fourthly in or towards discharge of the Secured Liabilities in such order and manner as the Lender shall determine; and
- (e) finally in paying any surplus to the Company or any other person entitled to it.

16.2 Section 109(8) Law of Property Act 1925

Neither the Lender nor any Receiver shall be bound (whether by virtue of section 109(8) of the Law of Property Act 1925, which is hereby 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.

17. INDEMNITY

The Company hereby agrees to indemnify and hold harmless the Lender, any Administrator and any Receiver from and against all actions, claims, expenses, demands and liabilities whether arising out of contract or in tort or in any other way incurred or which may at any time be incurred by him or by any manager, agent, officer, servant or workman for whose debt, default or miscarriage he may be answerable for anything done or omitted to be done in the exercise or purported exercise of his powers under the provisions of this Deed or pursuant hereto.

18. POWERS OF THE LENDER

18.1 Power to dispose of chattels

At any time after the security constituted by this Deed shall have become enforceable, the Lender or any Administrator or Receiver appointed by the Lender under this Deed may dispose of any chattels or produce found on any Property as agent for the Company and without prejudice to any obligation to account for the proceeds of any sale of such chattels or produce, the Lender or such Administrator or Receiver shall be indemnified by the Company against any liability arising from such disposal.

18.2 Prior Encumbrances

At any time after the security constituted by this Deed shall have become enforceable or after any powers conferred by any Encumbrance having priority to this Deed shall have become exercisable, the Lender may redeem such or any other prior Encumbrance or procure the transfer thereof to itself and may settle and pass the accounts of the encumbrancer and any account so settled and passed shall be conclusive and binding on the Company and all monies paid by the Lender to the encumbrancer in accordance with such accounts shall as from such payment be due from the Company to the Lender on current account and shall bear interest and be secured as part of the Secured Liabilities.

18.3 Currencies of denomination

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 the Lender under this Deed (including the proceeds of any previous conversion under this clause) from their existing currencies of denomination into such other currencies of denomination as the Lender may think fit and any such conversion shall be effected at the Lender's then prevailing spot selling rate of exchange for such other currency against the existing currency. Each previous reference in this clause 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.

18.4 Suspense account

All monies received, recovered or realised by the Lender under this Deed (including the proceeds of any conversion pursuant to clause 18.3 (*Currencies of denomination*)) may at the discretion of the Lender be credited to any suspense or impersonal account and shall bear interest at such rate, if any, as may be agreed in writing between the Lender and the Company and may be held in such account for so long as the Lender thinks fit pending the application from time to time (as the Lender shall be entitled to do as it may

think fit) of such monies and accrued interest thereon (if any) in or towards the discharge of any of the Secured Liabilities.

19. POWER OF ATTORNEY; CONFIRMATION

19.1 Power of attorney

The Company hereby irrevocably appoints the Lender and (jointly and severally) each and every Administrator or Receiver appointed by the Lender under the provisions of this Deed to be the attorney of the Company and in the name and on behalf of the Company and as the Company's act and deed or otherwise to sign, execute, seal, deliver, complete any blanks in and otherwise perfect any deed, transfer, assurance, agreement, instrument or act which such Administrator, Receiver or the Lender may consider expedient in the exercise of any of his or its powers or in respect of the Company's obligations under this Deed. The power of attorney hereby granted is to secure the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act 1971.

19.2 Confirmation

The Company covenants with the Lender and with any Administrator or Receiver that if required to do so it shall ratify and confirm:

- (a) all transactions entered into by the Lender and/or any Administrator and/or any Receiver in the proper exercise of its or their powers in accordance with this Deed; and
- (b) all transactions entered into by the Lender and/or any Administrator and/or any Receiver in signing, sealing, delivering and otherwise perfecting any assignment, mortgage, charge, security, document or other act.

20. INDEPENDENT AND CONTINUING SECURITY

20.1 Independent security

This Deed shall be in addition to and independent of every other security or guarantee which the Lender may at any time hold for any of the Secured Liabilities and it is hereby declared that 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 Deed.

20.2 Continuing security

This Deed 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 Lender discharges this Deed in writing.

20.3 Discharge conditional

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

- (a) the Lender or its nominee shall be at liberty to retain this Deed and the security created by or pursuant to this Deed, including all certificates and documents relating to the Charged Property or any part thereof, for such period as the Lender shall deem necessary to provide the Lender with security against any such avoidance or reduction or order for refund; and
- (b) the Lender shall be entitled to recover the value or amount of such security or payment from the Company subsequently as if such settlement, discharge or release had not occurred and the Company agrees with the Lender accordingly and charges the Charged Property and the proceeds of sale thereof with any liability under this clause.

21. FURTHER ASSURANCE

As and when required by the Lender the Company, at its own cost, shall execute such further legal or other mortgages, charges or transfers in favour of the Lender as the Lender shall from time to time require over all or any part of the Charged Property, further to secure the payment of the Secured Liabilities, such further mortgages, charges or transfers to be prepared at the cost of the Company and to contain a power of sale and such other clauses for the benefit of the Lender as the Lender may reasonably require.

22. ACCOUNTANTS

22.1 Appointment of accountants

The Company will at its own cost at any time if so required by the Lender appoint an accountant or firm of accountants nominated by the Lender to investigate the financial affairs of the Company and those of its subsidiaries and report to the Lender. The Company authorises the Lender itself at any time to make such appointment as it shall think fit without further authority being required from the Company and in every such case the fees and expenses of such accountants will be paid by the Company but may be paid by the Lender on the Company's behalf and the Lender may at the time of such appointment or at any time after such appointment guarantee payment by the Company of such fees and expenses.

22.2 Cooperation with accountants

The Company shall cooperate fully with any accountants appointed in accordance with clause 22.1 (*Appointment of accountants*) and will forthwith provide such accountants with all information requested.

23. INDULGENCE

The Lender may in its discretion grant time or other indulgence or make any other arrangement, variation or release with any person or persons not party hereto (whether or not such person or persons are jointly liable with the Company) in respect of any of the Secured Liabilities or of any other security therefore without prejudice either to this Deed or to the liability of the Company for the Secured Liabilities.

24. COSTS

The Company shall pay or reimburse to the Lender and any Administrator or Receiver on demand, on a full indemnity basis, all costs, charges and expenses (including legal fees) in any way incurred by the Lender and/or the Administrator and/or the Receiver in relation to this Deed or the Charged Property or in protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's rights under this Deed or in suing for or recovering any of the Secured Liabilities (including, without limitation, the costs of any proceedings in relation to this Deed or the Secured Liabilities).

25. MISCELLANEOUS

A certificate by the Lender as to any amount for the time being due to it from the Company shall be conclusive evidence of the amount so due in the absence of any manifest error.

26. DEMANDS AND NOTICES

26.1 Mode of service

Any demand for payment and any other demand, notice, consent or communication made or given on or to the Company under or in connection with this Deed may be left at any of the addresses referred to in clause 26.2 (*Addresses*) or sent there by first class post or facsimile. Any such demand shall be validly made whether or not it contains an accurate statement of the amount of the Secured Liabilities.

26.2 Addresses

The addresses referred to in clause 26.1 (*Mode of service*) are:

- (a) the Company's registered office;
- (b) any address at which the Company carries on business;

- (c) any address shown on any current letterhead of the Company; and
- (d) the address of the Company shown in this Deed or, if the Company has given written notice to the Lender of any other address for service, the most recent address so notified.

26.3 Proof of service

In proving service of a document it shall be sufficient to prove that it was left at the relevant location or that it was properly addressed, stamped and posted or transmitted by facsimile.

26.4 Deemed service

Any demand or notice:

- (a) if left at the relevant address, shall be deemed given when so left;
- (b) if sent by post, shall be deemed given when it would be delivered in the normal course of post; and
- (c) if sent by facsimile before 5.00 pm on a Business Day in the place of receipt, shall be deemed given on that day, and if so sent at any other time shall be deemed given at the opening of normal business hours on the next following Business Day.

27. RIGHTS CUMULATIVE

The rights and powers which this Deed confers on the Lender are cumulative, may be exercised as often as the Lender considers appropriate, and are in addition to its rights and powers under the general law. The rights of the Lender (whether arising under this Deed or under the general law) shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing; and, in particular, any failure to exercise or any delay in exercising any such right shall not operate as a variation or waiver of that or any other such right; any defective or partial exercise of any such right shall not preclude any other or further exercise of that or any other such right; and no act or course of conduct or negotiation on its part or on its behalf shall in any way preclude the Lender from exercising any such right or constitute a suspension or variation of any such right.

28. CONSOLIDATION

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

29. NO SET-OFF

The Company waives any right of set-off it may have now or at any time in the future in respect of the Secured Liabilities (including sums payable by the Company under this Deed).

30. SRA CODE OF CONDUCT

30.1 This agreement is entered in accordance with the following Principles of the of SRA's code of conduct.

Principle 3: Not allow your independence to be compromised;

Principle 4: Act in the best interests of each client;

Principle 5: Provide a proper standard of service to your clients;

Principle 6: Behave in a way that maintains the trust the public places in you and in the provision of legal services

Principle 8: Run your business or carry out your role in the business effectively and in accordance with proper governance and sound financial and risk management principles;

Principle 10: Protect client money and assets.

30.2 Nothing in this agreement shall allow Mr Saif Khan's independence to be compromised, prevent him from acting in the best interests of his clients or procure Mr Saif Khan from providing a proper standard of service to his clients. Notwithstanding this agreement Mr Saif Khan shall Behave in a way that maintains the trust the public places in him and in the provision of legal services.

Notwithstanding this agreement Mr Saif Khan will run his business or carry out his role in the business effectively and in accordance with proper governance and sound financial and risk management principles; Notwithstanding this agreement Mr Saif Khan will at all times protect client money and assets.

30.3 Hamilton Levi Limited duly confirm that the entry into of this Debenture will not give them any control or influence over any policies, procedures or conduct of the parties of Kaizen Law Solicitors Limited that would undermine the independence of Kaizen Law Solicitors Limited.

31. ASSIGNMENT AND TRANSFER

31.1 Assignment by Lender

The Lender may at any time, without the consent of the Company, assign or transfer the whole or any part of the Lender's rights under this Deed to any person.

31.2 Assignment by Company

The Company may not assign any of its rights or transfer any of its obligations under this Deed or enter into any transaction which would result in any of these rights or obligations passing to another person.

32. DISCLOSURE

The Company hereby consents to the disclosure by the Lender of any information about the Company, this Deed, the Charged Property and the Secured Liabilities:

32.1 Disclosure to Lender's assignee

To any person to whom the Lender has assigned or transferred or proposes or may propose to assign or transfer all or any of its rights and benefits under this Deed or the Secured Liabilities; or

32.2 Disclosure to contractor

To any person with whom the Lender has entered or proposes or may propose to enter into any contractual arrangements in connection with this Deed or the Secured Liabilities; or

32.3 Disclosure to Lender's agent

To any subsidiary or agent of the Lender; or

32.4 Other disclosure

To any other person if required or permitted by law to do so.

33. SEVERABILITY

If any provision of this Deed is or becomes invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected or impaired thereby.

34. RELEASE

Subject to clause 20.3 (*Discharge conditional*), upon the expiry of the Security Period (but not otherwise) the Lender shall, at the request and cost of the Company, take whatever action is necessary to release the Charged Property from the security constituted by this Deed.

35. GOVERNING LAW

This Deed is governed by English law. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (Dispute);

36. COUNTERPARTS

This Deed may be executed in one or more counterparts all of which when taken together shall be deemed to constitute one and the same instrument.

In witness whereof this Deed has been executed by the Company and is intended to be and is hereby delivered as a deed the day and year first above written and has been signed on behalf of the Lender.

Signed as deed by **KAIZEN LAW**)
SOLICITORS LIMITED acting by **SAIF**)
ULLAH KHAN a duly authorised and)
empowered director, in the presence of:)
)
)

X  X

director to sign above this line

WAMBERN VIGNI
Witness Name – ie print

being an independent witness


Witness Signature – ie sign

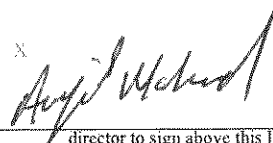
12-16 NORTH ST
Witness Address – line 1

WIMBORNE
Witness Address – line 2

B021 3SE
Witness Address – line 3

SOLICITOR
Witness Occupation

Signed as deed by **HAMILTON LEVI**)
LIMITED acting by **AMJID MAHMOOD**)
a duly authorised and empowered director, in)
the presence of:)
)

X  X

director to sign above this line

WAMBERN VIGNI
Witness Name – ie print

being an independent witness


Witness Signature – ie sign

12-16 NORTH ST
Witness Address – line 1

WIMBORNE
Witness Address – line 2

B021 3SE
Witness Address – line 3

SOLICITOR
Witness Occupation