

MR01

Particulars of a charge

52801/3

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 where there is no
instrument Use form MR0

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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**



A15 09/04/2016 #239
COMPANIES HOUSE

SATURDAY

1 Company details

Company number 09696573 ✓
Company name in full BRIGHTERKIND (QUERCUS) LIMITED ✓

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 2 d 9 m 0 m 3 y 2 y 0 y 1 y 6 ✓

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 QUERCUS (NURSING HOMES) LIMITED as Trustee ✓

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

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

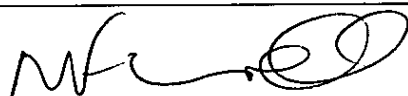
Signature

Please sign the form here

Signature

Signature

X



X

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

MRO1

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 NEIL FARRELL

Company name ANDERSON STRATHERN LLP

Address 1 RUTLAND COURT

Post town EDINBURGH

County/Region MIDLOTHIAN

Postcode

E	H	3			8	E	Y
---	---	---	--	--	---	---	---

Country SCOTLAND

DX ED3 EDINBURGH 1

Telephone 0131 270 7796

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

DX



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9696573

Charge code: 0969 6573 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th March 2016 and created by BRIGHTERKIND (QUERCUS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th April 2016.

Given at Companies House, Cardiff on 20th April 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Floating Charge

by

BRIGHTERKIND (QUERCUS) LIMITED

In favour of

QUERCUS (NURSING HOMES) LIMITED, as trustee

Kingsmills Nursing Home, 10 Kingsmill Road, Inverness, IV2 3RE

Certified a true copy

Anderson Strathern LLP
1 Rutland Court
Edinburgh EH3 8EY

ANDERSON STRATHERN LLP
1 Rutland Court
Edinburgh
Tel: 0131 270 7700
Fax: 0131 270 7703
DX ED3 Edinburgh - 1
FAS: 0208
Ref NXF/QUE0010 419

FLOATING CHARGE by

BRIGHTERKIND (QUERCUS) LIMITED incorporated under the Companies Acts (Registered Number 09696573) and having their Registered Office at Norcliffe House, Station Road, Wilmslow, United Kingdom, SK9 1BU (hereinafter referred to as the "Chargor")

In favour of

QUERCUS (NURSING HOMES) LIMITED incorporated under the Companies Acts (Registered Number 03672911) and having their Registered Office at 43-45, Portman Square, London, W1H 6LY as trustee for the Partners (as such trustee, "the Chargee")

WHEREAS:

- (A) The Chargor holds the tenant's interest in the lease of the Premises among Quintain Estates and Developments plc and Grampian Care Limited and Grampian Corporation Limited dated 23 March and 20 and 23 April 1998 and recorded in the General Register of Sasines for the County of Inverness on 10 November 1999,
- (B) The Chargee holds the landlord's interest in the Lease,
- (C) In consideration of the Chargee agreeing to consent to the assignation of the Lease to the Chargor, the Chargor has agreed to grant this Floating Charge.

NOW THEREFORE THIS DEED WITNESSETH as follows

1 Definitions and Interpretation

1 1 Words and expressions defined in the Lease shall have the same meaning in this Floating Charge unless otherwise defined herein or unless the context otherwise requires

1.2 In this Floating Charge

1.2.1 "Act" means the Insolvency Act 1986;

1 2 2 "Appendix" means the appendix attached to the 1999 Lease Variation;

1 2 3 "1999 Lease Variation" means a minute of variation of the Lease between Quercus Nominees Limited as trustees, Mercourt Limited and Four Seasons Healthcare plc dated 26 August and 8 September 1999 and recorded GRS Inverness 10 November 1999

1 2 4 "Appointment Event" means the occurrence of any of the following events:

if the rents payable under the Lease remain unpaid 14 days after the due date (whether formally demanded or not) or if any other obligation under the Lease has not been complied with within 14 days after the Chargee gives notice to the Chargor requiring compliance , or

if the Chargor shall be in breach of any provision of this Floating Charge or of any agreement containing any terms and conditions of or applicable to the monies obligations and liabilities secured by this Floating Charge (including the Lease); or

upon the presentation of a petition for the winding up of the Chargor; or

if a security holder shall take possession of or a receiver shall be appointed over or any secured creditor of the Chargor shall seek to enforce his security in respect of all or any of the property or assets charged by this Floating Charge, or

if a petition shall be presented for an administration order in relation to the Chargor; or

if the Chargor shall enter into any composition or arrangement for the benefit of its creditors; or

upon the occurrence of any event mentioned in clause 5.1.3 to 5.1.8 of the Appendix,

- 1.2.5 "Business Transfer Agreement" means any agreement relating to the transfer of assets or the business being carried on from the Premises to the Chargor,
- 1.2.6 "Charged Property" means the whole and any part of the undertaking property and assets of the Chargor whatsoever and wheresoever present and future
- 1.2.7 "Company" includes any body corporate;
- 1.2.8 "Landlord" means the person or persons who is or are from time to time the landlord under the Lease;
- 1.2.9 "Lease" means the lease mentioned in recital (A) of this Floating Charge as amended from time to time (including without limitation any minute of variation to be entered into between the Chargee and the Chargor);
- 1.2.10 "Partners" are as defined in an agreement constituting Quercus Healthcare Property Partnership dated 21 June 2004 made between Quercus (General Partner) Limited and the Limited Partners (therein defined) from time to time of Quercus Healthcare Property Partnership (such agreement replacing and restating an agreement dated 22 December 1998 constituting such Partnership);
- 1.2.11 "Premises" means Kingsmills Nursing Home, 10 Kingsmill Road, Inverness, IV2 3RE,
- 1.2.12 "Quercus Healthcare Property Partnership" a limited partnership of that name (formerly Quercus Property Partnership, their name having changed to conform to certificate of incorporation of change of name dated 29 June 2004) acting by its general partner Quercus (General Partner) Limited (Registered Number 3672909) having its registered office at 43-45 Portman Square, London, W1H 6LY (such agreement replacing and restating an agreement dated 22 December 1998 constituting such Partnership);
- 1.2.13 "Secured Liabilities" means all monies, liabilities and obligations whether principal, interest or otherwise, now or at any time in the future being or becoming due, owing or incurred by the Chargor to the Landlord in any manner of way, including

without limitation those due, owing or incurred under the terms of the Lease or this Floating Charge, whether actual, contingent or future and whether alone, severally or jointly with any other person and whether as principal or surety or in some other capacity, together with interest, legal and other costs, charges and expenses whatsoever on the basis set out in Condition 11 of the Schedule;

1 2 14 "Tenant's Assets" is as defined in the Lease,

1 3 Save where the contrary is indicated, any reference in this Floating Charge to this Floating Charge or any other agreement or document shall be construed as a reference to this Floating Charge or, as the case may be, such other agreement or document as the same may have been, or may from time to time be amended, varied, supplemented or novated from time to time.

1 4 Headings are inserted for ease of reference only and shall not affect the construction of this Floating Charge

1 5 Any reference in this Floating Charge to any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force

1.6 References to clauses, conditions and to the Schedule are to clauses, conditions and to the schedule to this Floating Charge, unless otherwise specified

2 Covenant to Pay

The Chargor hereby undertakes to the Chargee that it will pay, perform and discharge the Secured Liabilities as and when the same become due or enforceable.

3 Preservation of Rights

3 1 The obligations of the Chargor herein contained shall be in addition to and independent of every other security which the Chargee may at any time hold in respect of the Chargor's covenants and obligations under the Lease. The obligations of the Chargor herein contained shall constitute and be continuing obligations notwithstanding any settlement of account or other matter or thing whatsoever and, in particular, but without limitation, shall not be considered satisfied by any intermediate payment, performance or discharge of all or any of the Secured Liabilities and shall continue in full force and effect until final and irrevocable payment, performance or discharge in full of all the Secured Liabilities

3 2 The security from time to time constituted by or pursuant to this Floating Charge shall be in addition to and shall not prejudice, determine or affect any other security which the Chargee may from time to time hold for or in respect of all or any part of the monies, obligations and liabilities hereby secured. No prior security held by the Chargee over the property charged by this Floating Charge or any part of it shall merge in the security created hereby or pursuant hereto which will remain in force and effect as a continuing security until discharged by the Chargee

3.3 Neither the obligations of the Chargor herein contained nor the rights, powers and remedies conferred in respect of the Chargor upon the Chargee by the Lease or this Floating Charge or by law shall be discharged, impaired or otherwise affected by

- 3.3.1 the winding-up or dissolution of the Chargor or any change in the status, function, control or ownership thereof,
- 3.3.2 any of the covenants and obligations of the Chargor owed to the Chargee being or becoming illegal, invalid, unenforceable or ineffective in any respect;
- 3.3.3 time or other indulgence being granted or agreed to be granted to the Chargor in respect of its covenants and obligations owed to the Chargee;
- 3.3.4 any amendment to, or any variation, waiver or release of any covenants or obligations of the Chargor owed to the Chargee;
- 3.3.5 any failure to take, or fully to take, any security agreed to be taken in respect of the Chargor's covenants and obligations owed to the Chargee;
- 3.3.6 any failure to realise or fully to realise the value of, or any release, discharge, exchange or substitution of, any security taken in respect of any of the Chargor's covenants and obligations owed to the Chargee; or
- 3.3.7 any other act, event or omission which, but for this Clause 3, might operate to discharge, impair or otherwise affect any of the obligations of the Chargor herein contained or any of the rights, powers or remedies conferred upon the Chargee by the Lease or other document or by law
- 3.4 Any settlement or discharge between the Chargor and the Chargee shall be conditional upon no security or payment to the Chargee by the Chargor or any other person on behalf of the Chargor being avoided or reduced by virtue of any provisions or enactments relating to bankruptcy, insolvency or liquidation for the time being in force and, if any such security or payment is so avoided or reduced, the Chargee shall be entitled to recover the value or amount of such security or payment from the Chargor subsequently as if such settlement or discharge had not occurred.
- 3.5 The Chargee shall not be obliged before exercising any of the rights, powers or remedies conferred upon it in respect of the Chargor by the Lease or by law:
 - 3.5.1 to make any demand of the Chargor other than that required by the terms of the Lease,
 - 3.5.2 to take any action or obtain judgement in any court against the Chargor,
 - 3.5.3 to submit, make or file any claim or proof in a winding-up or dissolution of the Chargor, or
 - 3.5.4 to enforce or seek to enforce any other security taken in respect of any of the covenants and obligations of the Chargor under the Lease
- 3.6 The Chargee may refrain from applying or enforcing any other security, money or rights held or received in respect of the Secured Liabilities or may apply the same in such manner and order as it sees fit and the Chargor shall not be entitled to the benefit of the same until all the Secured Liabilities have been irrevocably paid and discharged in full
- 3.7 No delay on the part of the Chargee in exercising any right, power or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any such

right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy

- 3.8 No amendment, modification or waiver of, or any consent with regard to, any provision of this Floating Charge shall in any event be effective unless the same shall be in writing, and signed and delivered by the Chargee and then such amendment, modification, waiver or consent shall be effective only in the specific instance for the purpose for which it was given.

4 Charging Clause

The Chargor hereby grants a floating charge, which is a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 to the Act, over the Charged Property for the performance and discharge to the Chargee of all the Secured Liabilities.

5. Ranking of Charges

The charge created hereby shall be a continuing security and shall (1) be postponed to any standard security granted over the Tenant's interest in the Lease by the Chargor in the favour of the Chargee and (2) rank equally with any other floating charge granted by the Chargor to the Chargee and (3) subject as aforesaid unless otherwise agreed in writing by the Chargee be a first charge ranking in priority to any other fixed or floating charge. If any fixed or floating charge is granted in breach of such provision, this Floating Charge shall rank in priority to that fixed security or floating charge.

6. Incorporation of Conditions

This Floating Charge is issued subject to and with the benefit of the conditions set out in the Schedule hereto.

7. Representations and Warranties

The Chargor represents and warrants to the Chargee that:

- (a) it is a limited liability company duly incorporated and validly existing under the laws of its place of incorporation and it has the power to own its property and assets and carry on its business as it is and will be conducted and to enter into and perform its covenants and obligations under this Floating Charge and the Lease,
- (b) it has taken all necessary corporate action and has obtained all necessary consents and approvals in order to enable it lawfully to enter into, exercise its rights under and perform the covenants and obligations assumed by it under this Floating Charge and the Lease,
- (c) the covenants and obligations assumed by it under this Floating Charge and the Lease are legal, valid and binding obligations on it and are, subject to all applicable insolvency laws and to due registration pursuant to the Companies Act 2006, enforceable in accordance with their terms,
- (d) the execution and performance by it of the covenants and obligations assumed by it under the Lease will not contravene any law or regulation or any of its

constitutional documents or any agreement, instrument or understanding to which it is a party.

- (e) its obligations hereunder will on a liquidation or winding up rank in priority to all its other obligations except obligations which have priority by operation of law applicable generally to companies incorporated in Scotland or as agreed to (in writing) by the Chargee,
- (f) this Floating Charge creates a valid floating charge over all the Charged Property, securing the payment of the Secured Liabilities and, other than registration hereof pursuant to Part 25 of the Companies Act 2006, no authorisation, approval or other action by, and no notice to or filing with any person, governmental authority or regulatory body is required either for the grant by the Chargor of the charge granted hereby or for the execution, delivery or performance of this Floating Charge by the Chargor, or for the exercise by the Chargee of its rights and remedies hereunder

8. **Remedies – Cumulative**

All obligations of the Chargor and all rights, powers and remedies of the Chargee expressed in this Floating Charge are in addition to all other rights, powers and remedies possessed by It, including, without limitation, those provided by applicable law or in any other written instrument or agreement relating to any of the Chargor's obligations or the Charged Property

9

Governing Law

This Floating Charge shall be governed by and construed in accordance with Scots law.

IN WITNESS WHEREOF this document, consisting of this and the preceding six pages, with the Schedule annexed, is executed as follows

EXECUTED by the said
BRIGHTERKIND (QUERCUS) LIMITED acting by

20 Thomas Director

M.W.M. Witness

MARK WILLIAMSON Name of Witness

LINGFIELD POINT Address of witness

DARLINGTON, DL1 1RW Address of witness

DARLINGTON Place of signing (eg Edinburgh)

27 MARCH 2016 Date of signing

The Director should also sign the last page of the Schedule

THIS IS THE SCHEDULE TO THE FOREGOING FLOATING CHARGE

**granted by Brighterkind (Quercus) Limited in favour of Quercus (Nursing Homes) Limited
as trustee**

Conditions

1 Payments and other obligations in respect of the Charged Property

The Chargor shall as and when the same become payable pay all taxes, rates, duties, charges, assessments and outgoings whatsoever (whether parliamentary, parochial, local or of any other description) which shall be assessed, charged or imposed upon or payable in respect of the Charged Property or any part thereof and in default thereof it shall be lawful (but not obligatory) for the Chargee to pay and discharge such sums which at any time may be or become due, assessed or payable in respect of Charged Property and the Chargor shall repay the same to the Chargee on demand

2. Administrator

Upon the happening of any Appointment Event or if the Chargor so requests in writing the Chargee may without further notice to the Chargor appoint by instrument in writing any one or more persons appropriately qualified either singly, jointly or jointly and severally to be an administrator of the Chargor (each an "Administrator") to carry out the functions and to have the powers as set out in Schedule B1 to the Act.

3. Appointment and Removal of Receiver

3 1 Upon the happening of any Appointment Event or if the Chargor so requests in writing the Chargee may without further notice to the Chargor appoint by instrument in writing any one or more persons either singly, jointly or severally to be a receiver or receivers (each a "Receiver") of all or any part of the Charged Property and either at the time of appointment or any time thereafter may fix his or their remuneration and except as otherwise required by statute may remove any such Receiver and appoint another or others in his or their place, provided that the Chargee may not appoint an administrative receiver if the Chargee is prohibited from doing so by section 72A of the Act and no exception to the prohibition on appointing an administrative receiver applies

3 2 Any Receiver shall be the agent of the Chargor which shall be solely responsible for his acts and defaults and the payment of his remuneration

4 Powers of Receiver

4 1 Any Receiver shall have all the powers conferred by the Act on receivers, administrative receivers and administrators appointed under that Act which in the case of a joint receiver may be exercised either jointly or severally. In addition, but without prejudice to the generality of the foregoing the Receiver shall have power (in the name of the Chargor or otherwise and in such manner and on such terms and conditions as he shall think fit) to

4 2 take possession of collect and get in all or any part of the Charged Property in respect of which he is appointed and for that purpose to take any proceedings,

- 4.3 carry on or concur in carrying on the business of the Chargor and to raise money from the Chargee or others on the security of any Charged Property,
- 4.4 purchase or acquire any land and purchase, acquire and grant any interest in or right over land,
- 4.5 sell or concur in selling, let or concur in letting and terminate or accept surrenders of leases or tenancies of any of the Charged Property and to carry any such transactions into effect,
- 4.6 sell, assign, let or otherwise dispose of or concur in selling, assigning, letting or otherwise disposing of all or any of the debts and any other Charged Property in respect of which he is appointed,
- 4.7 make any arrangement or compromise between the Chargor and any other person which he may think expedient;
- 4.8 make and effect all repairs, improvement and insurances,
- 4.9 purchase materials, tools, equipment, goods or supplies;
- 4.10 call up any uncalled capital of the Chargor with all the powers conferred by the Articles of Association of the Chargor in relation to calls;
- 4.11 employ, engage and appoint managers and other employees and professional advisers;
- 4.12 do all such other acts and things as may be considered to be incidental or conducive to any other matters or powers aforesaid or to the realisation of the security constituted by this Floating Charge and which he lawfully may or can do

5 Proceedings

The Chargor shall in the event of a notice being served affecting the Charged Property or any part thereof or in the event of any proceedings being commenced affecting the same immediately give full details thereof to the Chargee

6 Removal/Leasing

The Chargor shall not, except in the ordinary course of business prior to the appointment of an Administrator or the crystallisation of the Floating Charge, with the previous written consent of the Chargee, remove any of the Charged Property from the Premises. The Chargor shall not grant or agree to grant any lease over the Charged Property or any part thereof

7 Further Assurance

- 7.1 The Chargor shall from time to time execute all such deeds, documents, agreements and instruments in such form as the Chargee may reasonably require to perfect the security hereby constituted (or intended to be hereby constituted) and following the appointment of an Administrator or Receiver shall execute all such deeds, documents, agreements and instruments and do all such things as the Chargee may reasonably require for facilitating the realisation of the Charged Property or any part thereof and for exercising all powers, authorities and discretions hereby or by law conferred on the Chargee or any Receiver or

Administrator appointed by the Chargee. The Charger hereby irrevocably appoints the Chargee to be the Attorney of the Chargor in the name and on behalf of the Chargor to execute and give such assurances and do such things which the Chargor ought to execute and do hereunder

- 7.2 The Chargor irrevocably appoints the Chargee and any Receiver and any Administrator jointly and severally as its attorney, with full power of delegation, for it and in its name and on its behalf and as its act and deed or otherwise, following appointment of an Administrator or Receiver, to execute, deliver and otherwise perfect any deed, assurance, agreement or act which may be required or may be deemed proper for any of the purposes set out in this Floating Charge. The Chargor shall ratify and confirm all transactions entered into by the Chargee, any Receiver, any Administrator or any delegate in the exercise or purported exercise of the Chargee's or Receiver's or Administrator's respective power of attorney given by this condition 7.2.

8 Application of Receipts

All monies received under the powers hereby conferred shall subject to the repayment of any claims having priority to this Floating Charge be applied for the following purpose and in the following order of priority

- 8.1 In satisfaction of all costs, charges and expenses properly incurred and payments properly made by the Chargee or any Receiver or any Administrator appointed hereunder and of all remuneration due hereunder with interest on such costs, charges, expenses and payments as hereinafter provided in such order as the Chargee shall in its absolute discretion decide.
- 8.2 In satisfaction of the Secured Liabilities in such order as the Chargee shall decide, and
- 8.3 the surplus (if any) shall be paid to the person or persons entitled thereto.

9 Receiver's Liability

The Chargee shall not nor shall any Receiver or Administrator appointed as aforesaid by reason of its or the Receivers entering into possession of the Charged Property or any part thereof be liable to account as security holder in possession or be liable for any loss on realisation or for any default or omission for which a security holder in possession might be liable but every Receiver or Administrator duly appointed by the Chargee under the powers in that behalf hereinbefore contained shall be deemed to be the agent of the Chargor for all purposes

10 Protection of Purchaser

No purchaser, mortgagee or other person or company dealing with the Chargee, or any Receiver or Administrator or its or his agents shall be concerned to enquire whether the Secured Liabilities have been paid, performed or discharged or whether the power which such Receiver or Administrator is purporting to exercise has become exercisable. The receipt of a Receiver or Administrator shall be an absolute discharge to a purchaser from, or other person dealing with, the Receiver or Administrator and shall relieve that purchaser of any obligation to see to the application of any monies paid to or at the discretion of the Receiver or Administrator

11 Costs and Expenses

All costs, charges and expenses incurred and all payments made by the Chargee or any Receiver appointed hereunder in the lawful exercise of the powers hereby conferred whether or not occasioned by any act, neglect or default of the Chargor shall carry interest from the date of the same being incurred or, if later, becoming payable at the rate of 4 per cent per annum above the base rate from time to time of Barclays Bank PLC (or such other bank being a member of the British Banker's Association as the Chargee may from time to time nominate) and the amount of all such interest thereon and all remuneration payable hereunder shall be payable by the Chargor on demand and shall be an additional charge on the Charged Property. All such costs, charges, expenses and payments shall be paid and charged as between the Chargee and the Chargor on the basis of a full indemnity and not on the basis of party and party or any other kind of taxation. The remuneration of the Receiver shall be such as may be agreed between him and the Chargee.

12 Indemnity

The Chargee and (save in cases of gross negligence on their part) every Receiver, Administrator, attorney, manager, agent or other person appointed by the Chargee hereunder shall be entitled to be indemnified out of the Charged Property in respect of all liabilities and expenses incurred by them or it in the execution or purported execution of any of the powers, authorities or discretions vested in them or it pursuant to these Conditions and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Property and the Chargee and any such Receiver and any such Administrator may retain and pay all sums in respect of the same out of any monies received under the powers hereby conferred

13 Avoidance of Payments

No assurance, security or payment which may be avoided under Sections 238-245 of the Act or under any other enactment relating to insolvency, bankruptcy or liquidation (or under any similar legislation binding on the Chargor in a jurisdiction other than England and Wales or Scotland), and no release, settlement or discharge given or made by the Chargee on the faith of any such assurance, security or payment, shall prejudice or affect the right of the Chargee to enforce the security created by or pursuant to this Floating Charge in respect of the full extent of the Secured Liabilities hereby secured.

14 Restrictions on Dealing

The Chargor shall not without the prior written consent of the Chargee (which is given in relation to the Standard Security granted by the Chargee in favour of the Chargor over the Premises):

- 14 1 create any mortgage, charge, pledge, hypothecation, lien or other security interest on any of the Charged Property other than this Floating Charge, any other charge granted by the Chargor to the Chargee, any encumbrance or charges arising by operation of law or in respect of any items acquired pursuant to hire purchase or title retention agreements consented to by the Chargee, such consent not to be unreasonably withheld,

14 2 sell, transfer, lease, lend or otherwise dispose of the whole or any part of the Charged Property (save where such assets are replaced by items of at least as good quality.)

15. Covenants by the Chargor

15 1 The Chargor shall:

15 1.1 keep the Charged Property in good repair and working order and condition,

15 1.2 (in the case of the Premises and its Contents subject to the terms of the Lease) insure and keep insured such of its property as is insurable with such insurer and against such risks and in such amounts and otherwise in such terms as the Chargee may require and will maintain such other insurances as are normally maintained by prudent companies carrying on similar businesses with the interest of the Chargee noted upon all policies of such insurance or, if the Chargee shall require, in the joint names of the Chargor and the Chargee and will produce or deposit with the Chargee all such policies and receipts for all premium and other payments necessary for effecting and maintaining such insurances;

15.1 3 (in the case of the Premises and the Tenant's Assets subject to the terms of the Lease) apply any insurance proceeds in making good the loss or damage in respect of which the money is received,

15.1.4 give the Chargee reasonable details of any matter giving rise to a loss to the Chargor caused by a breach by a third party of the terms of the Business Transfer Agreement, take all reasonable steps available to the Chargor (including litigation) to enforce any of its rights pursuant to the Business Transfer Agreement, keep the Chargee advised as to progress in enforcing any of those rights, and unless otherwise agreed with the Chargee apply any sums recovered by the Chargor in making good the said loss

16 Notices

Any demand or notice under this Floating Charge shall be in writing and may be served by recorded delivery post to the registered office of the Chargor. If such demand or notice is sent by recorded delivery post it shall be deemed to have been received at the expiry of two days after the day on which it was posted

17 Obligations in respect of the Chargor

17 1 The Chargor shall not, save with the prior written consent of the Chargee:

17 1 1 carry on any business other than that operated from the Premises or from any other property let by the Chargee to the Chargor,

17 1.2 lend or indemnify or guarantee or except in the ordinary course of business, give credit to any other person(s),

17.1.3 join any partnership or joint venture with any other person or amalgamate with any other person (other than in the ordinary course of business or as part of a solvent reconstruction with the prior written consent of the Chargee),

17.1 4 acquire any business or business assets other than those that are operated from the Premises or from any other property let by the Chargee to the Chargor, or

- 17.1.5 acquire any company or business (or any shares in any company) or incorporate any subsidiaries;
- 17.2 The Chargor warrants that it has not undertaken any such activities as are mentioned in paragraph 17.1 of this Schedule.
- 18 Miscellaneous
- 18.1 The Chargee shall have a full and unfettered right to assign the whole or any part of the benefit of this Floating Charge to any party to whom it transfers its interest as landlord under the Lease and the expression "the Chargee" shall include its successors and assignees and the Chargee shall be entitled to disclose any information on a confidential basis to any actual or prospective assignee or successor
- 18.2 The provisions of this Floating Charge shall be severable and if at any time any one or more such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not in any way be impaired.
- 18.3 In the event of any conflict between the terms of this Floating Charge and those of the Lease, the terms of the Lease shall apply



Director