



**Registration of a Charge**

Company Name: **HST HOLDINGS LIMITED**

Company Number: **10729317**



Received for filing in Electronic Format on the: **13/04/2023**

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**Details of Charge**

Date of creation: **29/03/2023**

Charge code: **1072 9317 0003**

Persons entitled: **DANIEL ALEXANDER JORDAN  
SHELLEY LOUISE JORDAN**

Brief description: **FIXED CHARGE OVER LEASEHOLD INTEREST IN RIVERSIDE BUSINESS PARK, DANSK WAY, LEEDS ROAD, ILKLEY, LS29 8JZ (TOGETHER WITH ALL OTHER CURRENT AND FUTURE PROPERTY).**

**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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

**FREETHS LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 10729317

Charge code: 1072 9317 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th March 2023 and created by HST HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th April 2023 .

Given at Companies House, Cardiff on 17th April 2023

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**

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# FREETHS

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(1) High Speed Training Holdings Limited, High Speed Training Limited and HST Holdings Limited (as Chargors)

(2) Daniel Alexander Jordan and Shelley Louise Jordan (as Chargees)

**Debenture**

relating to

the assets and undertaking of High Speed Training Holdings Limited, HST Holdings Limited and High Speed Training Limited

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**THIS DEED** is dated

29 March 2023

## **PARTIES**

- (1) **HIGH SPEED TRAINING HOLDINGS LIMITED**, a private company limited by shares and incorporated under the Companies Act and registered in England and Wales with registered number 13424416, having its registered office address at Riverside Business Park, Dansk Way, Leeds Road, Ilkley, West Yorkshire, LS29 8JZ and **HIGH SPEED TRAINING LIMITED**, a private company limited by shares and incorporated under the Companies Act and registered in England and Wales with registered number 06428976, having its registered office address at Riverside Business Park, Dansk Way, Leeds Road, Ilkley, West Yorkshire, LS29 8JZ and **HST HOLDINGS LIMITED**, a private company limited by shares and incorporated under the Companies Act and registered in England and Wales with registered number 10729317, having its registered office address at C/O High Speed Training Ltd Riverside Business Park, Dansk Way, Leeds Road, Ilkley, West Yorkshire, LS29 8JZ (**Chargors**, each a **Chargor**); and
- (2) **THE PERSONS** whose names and addresses are set out in Schedule 1 of this agreement (together the **Chargees** and each a **Chargee**).

## **BACKGROUND**

- (A) The Chargees are owed certain sums by the Buyer (defined below) under the Share Purchase Agreement (defined below).
- (B) Under this Debenture, the Chargors provide security to the Chargees for the sums owed by the Buyer under the Share Purchase Agreement.

## **AGREED TERMS**

### **1. DEFINITIONS AND INTERPRETATION**

The following definitions apply in this Debenture:

**Assets:** means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of each of the Chargors.

**Business Day:** means a day (other than a Saturday or Sunday) when banks are open for business in London.

**Buyer:** HST 123 Limited, a company incorporated under the Companies Act 2006 and registered in England and Wales with registered number 14600055 and having its registered office at Riverside Business Park, Dansk Way, Leeds Road, Ilkley, West Yorkshire, LS29 8JZ (as sole corporate trustee of the '*High Speed Training Employee Ownership Trust*').

**Companies Act** means the Companies Act 2006.

**Default Rate:** means 5% per annum above the Bank of England's base rate from time to time and where the base rate is below 0%, the base rate shall be deemed to be 0%.

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

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

**Fixed Charge Asset:** means an Asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by clause 3.1, 3.2 or 3.3 or (with effect from the date of its creation) any security created pursuant to clause 3.10.

**Group:** means the Chargors and each of their subsidiaries (if any) and **Group Company** shall be construed accordingly.

**Permitted Disposal:** means:

- (a) the disposal of stock subject only to the floating charge created by clause 3.1.2.18 on an arm's length basis in the ordinary course of trading;
- (b) disposals of obsolete or redundant assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of the Chargee and any other heritable or leased property in England) which are no longer required for the business of any Group Company; or
- (c) disposals of assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of the Chargee and other heritable or leased property in England) in exchange for replacement assets comparable or superior as to type, value and quality.

**Properties:** means at any time the freehold, heritable and leasehold properties of the Chargors at that time or any of them as the context requires.

**Receivables:** means all sums of money now or in the future receivable by the Chargor which consist of or are derived from any Asset referred to in clauses 3.1.1, 3.1.2, 3.2 or 3.3 or (with effect from the date of the creation of any such security) any Assets comprised in any security created pursuant to clause 3.10.

**Receiver:** means an administrative receiver, receiver and manager or other receiver appointed pursuant to this deed in respect of the Chargor or over all or any of the Assets charged by or pursuant to this deed.

**Rights:** any Security or other right or benefit whether arising by set-off, counterclaim, subrogation, indemnity, proof in liquidation or otherwise and whether from contribution or otherwise.

**Secured Liabilities:** means all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred to the Chargees by the Buyer or the Chargors under the guarantee given by the Chargors pursuant to the Share Purchase Agreement or this Debenture, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), and including interest and other lawful charges or expenses which the Chargees may be entitled to charge or incur pursuant to the Share Purchase Agreement or this Debenture, and so that interest shall be computed and compounded (or otherwise agreed in writing) after as well as before any demand made or judgment or decree obtained under or in relation to this deed.

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

**Share Purchase Agreement:** the share purchase agreement between and among the Chargees, the Chargors and the Buyer dated on or around the date of this Debenture.

1.1. In this Debenture, references to:

- 1.1.1. statutes, statutory provisions and other national or EC legislation shall include all amendments, substitutions, modifications and re-enactments for the time being in force and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant legislation save to the extent that any amendment, modification, consolidation or re-enactment made after the date of this Debenture would increase or alter the liability of any party under this Debenture;
- 1.1.2. a **holding company** or **subsidiary** (as the case may be) means a holding company or subsidiary as defined in section 1159 of the Companies Act and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) by way of security or in connection with the taking of security; or (b) its nominee. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act shall be amended so that: (a) references in sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights;
- 1.1.3. **control** of any company shall be interpreted in accordance with Section 995 of the Income Tax Act 2007;
- 1.1.4. **including** shall not be construed as limiting the generality of the words preceding it;
- 1.1.5. **property** shall include any interest (legal or equitable) in real or personal property and any thing in action;
- 1.1.6. this Debenture shall include the Schedules;
- 1.1.7. any term or phrase defined in the Companies Act (as amended from time to time) shall bear the same meaning in this Debenture;
- 1.1.8. words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- 1.1.9. this Debenture and to any provisions of it or to any other document referred to in this Debenture shall be construed as references to it in force for the time being as amended, varied, supplemented, restated, substituted or novated from time to time;
- 1.1.10. any person is to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or agency of a state, whether or not a separate legal entity;
- 1.1.11. any person is to be construed to include that person's personal representatives, successors and permitted assigns, whether direct or indirect;



- 1.1.12. clause headings are for ease of reference only and are not to affect the interpretation of this Debenture; and
- 1.1.13. references to the Chargors shall be deemed to be a reference to all of the Chargors or to each respective Chargor as applicable or as the context requires.
- 1.2. The terms of the documents under which the Secured Liabilities arise are incorporated herein to the extent required for any purported disposition of the Assets (or any of them) contained in this Debenture to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- 1.3. The parties intend that this document shall take effect as a deed.
- 1.4. The use of bold type shall be ignored in the construction of this Debenture.

## **2. COVENANT TO PAY**

- 2.1. The Chargors, as primary obligors and not merely as surety, jointly and severally covenant that they will, on demand in writing made to them, pay or discharge the Secured Liabilities when the same are due and payable.
- 2.2. If the Chargors (or any of them) shall fail to pay any amount under this Debenture when it is due then such amount shall bear interest (after as well as before judgment and payable on demand) at the Default Rate from time to time from the due date until the date such amount is paid in full to the Chargees.

## **3. CHARGING PROVISIONS**

- 3.1. The Chargors, with full title guarantee, hereby charge to the Chargees as a continuing security for the payment or discharge of the Secured Liabilities:
  - 3.1.1. by way of legal mortgage all estates or interests in the freehold and leasehold property described in Schedule 2 (if any) together with all present and future buildings, and fixtures (including trade and tenant's fixtures), which are at any time on or attached to the property and the Properties;
  - 3.1.2. by way of fixed charge:
    - 3.1.2.1. all estates or interests in any freehold or leasehold property belonging to the Chargors now or at any time after the date of this Debenture (other than any property charged in terms of clause 3.1.1 above) together with all buildings, and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property;
    - 3.1.2.2. all present and future interests of the Chargors in or over land or the proceeds of sale of it and all present and future licences of the Chargors to enter upon or use land;
    - 3.1.2.3. the benefit of all other agreements relating to land which each Chargor is or may become party to or otherwise entitled;

- 3.1.2.4. all plant and machinery of the Chargors now or in the future attached to property which is charged by the foregoing provisions of this clause 3.1;
- 3.1.2.5. all present and future stocks, shares and other securities owned (at law or in equity) by the Chargors and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise;
- 3.1.2.6. all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charged by clause 3.1.2.5, whether by way of dividend, distribution, interest or otherwise;
- 3.1.2.7. all rights and interests in and claims under all insurance contracts or policies now or in the future held by or insuring to the benefit of the Chargors which relate to Fixed Charge Assets (including all money payable under such contracts and policies);
- 3.1.2.8. all rights and interest and claims under all other insurance or assurance contracts or policies now or in the future held by or insuring to the benefit of the Chargors (including all money payable under them);
- 3.1.2.9. all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights in each case now or in the future held by the Chargors (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application for such rights;
- 3.1.2.10. the benefit of all agreements and licences now or in the future entered into or enjoyed by the Chargors relating to the use or exploitation by or on behalf of the Chargors in any part of the world of any such rights as are referred to in clause 3.1.2.9 but owned by others;
- 3.1.2.11. all the Chargors' rights now or in the future in relation to trade secrets, confidential information and know how in any part of the world;
- 3.1.2.12. all present and future book debts of the Chargors;
- 3.1.2.13. all other present and future debts or monetary claims of the Chargors against third parties (excluding those

charged under clause 3.1.2.7 or 3.1.2.8 or arising on fluctuating accounts with other Group Companies);

- 3.1.2.14. the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Chargors in respect of any Fixed Charge Assets;
- 3.1.2.15. all present and future bank accounts, cash at bank and credit balances of the Chargors (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest);
- 3.1.2.16. all rights, money or property accruing or payable to the Chargors now or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of this clause 3.1;
- 3.1.2.17. all the Chargors' goodwill and uncalled capital for the time being; and
- 3.1.2.18. by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by this clause 3 (including, without limitation, any immovable property of the Chargors in England and any Assets in England falling within any of the types mentioned in clause 3.1.2).

3.2. The Chargors jointly and severally and with full title guarantee hereby assign as a continuing security for the payment or discharge of the Secured Liabilities in favour of the Chargees (subject to the right of the Chargors to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities):

- 3.2.1. all the rights, title and interests of the Chargors in and to any interest rate hedging agreements now or in the future entered into with any person; and
- 3.2.2. (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Chargors in and to any agreement to which the the Chargors (or either of them) are a party except to the extent that it is subject to any fixed charge created under any other provisions of this Debenture.

3.3. To the extent that any such right, title and interest as is referred to in clause 3.2 is not assignable or capable of assignment, the assignment of it purported to be effected by such clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Chargors (or any of them) may derive from it or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities.

- 3.4. Any mortgage, fixed charge or other fixed security created by the Chargors in favour of the Chargees shall have priority over the floating charge created by this Debenture, except insofar as the Chargees shall declare otherwise whether at or after the time of creation of such fixed security.
- 3.5. The Chargees may at any time after the occurrence of any one of the events listed below immediately convert the floating charge created under clause 3.1.2.18 into a fixed charge over any Assets:
  - 3.5.1. in respect of any Assets which become subject to any step by any third party to take a fixed charge;
  - 3.5.2. in respect of any Assets which become subject to any step by any third party to levy any distress, attachment, execution or other legal process against them;
  - 3.5.3. in respect of all Assets charged under clause 3.1.2.18 if and when the relevant Chargor ceases to carry on business or to be a going concern;
  - 3.5.4. in respect of all the Assets on the making of an order for the compulsory winding-up of the relevant Chargor, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the relevant Chargor or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the relevant Chargor or any other person for the appointment of an administrator in respect of the relevant Chargor; or
  - 3.5.5. an Event of Default (as defined in the Share Purchase Agreement) occurs.
- 3.6. Clause 3.5 will not apply:
  - 3.6.1. to any Assets situated in England if, and to the extent that, a Receiver would not be capable of exercising his powers in England pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion; and/or
  - 3.6.2. solely by reason of a Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under the Schedule A1 of the Insolvency Act 2000.
- 3.7. The Chargors will not without the prior written consent of the Chargees:
  - 3.7.1. create or attempt to create or permit to subsist any right in security, mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or any encumbrance, trust agreement, declaration of trust or trust arising by operation of law over all or any Assets (except in favour of the Chargees or either of them); or
  - 3.7.2. sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than in terms of a Permitted Disposal); or
  - 3.7.3. in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset.

- 3.8. The Chargors shall apply to the Chief Land Registrar for a restriction to be entered on the Register of Title of all present and future registered freehold and leasehold property of the Chargors in the following terms:

*"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ insert date of charge ] in favour of [ insert Name of Chargees ] referred to in the Charges Register or, if appropriate, signed on behalf of such proprietor by its authorised signatory"*

- 3.9. Each Chargor will, on demand in writing by the Chargees, deliver to the Chargees (or as they shall direct) all certificates and other documents of title to the stocks, shares and other securities referred to in clause 3.1.2.5 above together with stock transfer forms in respect of the same executed in blank (except for the number and class of shares and the name of the transferor) and left undated. The Chargees may at any time after the date of this Debenture complete the instruments of transfer on behalf of the Chargors (or any of them) in favour of themselves or such other person as they shall select.

- 3.10. Each Chargor (at its own cost) will on demand in writing by the Chargees execute and deliver in such form as the Chargees may reasonably require:

- 3.10.1. a legal mortgage of any freehold or leasehold property of the Chargors which is not effectively charged by clause 3.1.1 and of any freehold or leasehold property acquired by the Chargors after the date of this Debenture;
- 3.10.2. a standard security or other fixed security over the relevant Chargor's heritable freehold, leasehold or other property;
- 3.10.3. a fixed charge or assignment in or by way of security of any Asset subject to a floating charge under clause 3.1.2.18;
- 3.10.4. a chattel mortgage over such chattels, plant and machinery as the Chargees may specify; and
- 3.10.5. a notice of any assignment of its right, title and interest in and to any of the agreements referred to in clause 3.2 above;

and the Chargors will execute such other deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts or things as the Chargees may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by this Debenture or for facilitating the realisation of the Assets or the exercise of any rights of the Chargees under this Debenture.

- 3.11. Each of the Chargors shall:

- 3.11.1. get in and realise all Receivables in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an account in accordance with clause 3.11.2 below) upon trust for the Chargees;
- 3.11.2. pay to the Chargees (or as the Chargees may direct) all money which it receives in respect of any Receivables; and
- 3.11.3. if called upon to do so by the Chargees execute a legal assignment of all or any of the Receivables to the Chargees.

- 3.12. If the Chargees release, waive, or postpone their rights in respect of any Receivables to enable the Chargors to factor or discount them to any third party (the "**factor**"), the charges created by this Debenture shall in all other respects remain in full force and effect. All amounts becoming due to the Chargors from the factor and any Receivables re-assigned, or due to be re-assigned to the Chargors, shall be subject to the relevant fixed charge created by this Debenture, subject only to any defences or rights of set-off which the factor may have against the Chargors.
- 3.13. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the charges created by or pursuant to this Debenture.

#### **4. CONTINUING SECURITY**

This security will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or other matter or thing whatsoever and will be without prejudice and in addition to any other right, remedy or security of whatever sort which the Chargees may hold at any time for the Secured Liabilities or any other obligation whatsoever and will not be affected by any release, reassignment or discharge of such other right remedy or security.

#### **5. UNDERTAKINGS**

- 5.1. Save to the extent that the provisions of this clause are inconsistent with or conflict with the terms of the Share Purchase Agreement, the Chargors will:
- 5.1.1. at all times comply with the terms of this Debenture and of all agreements relating to the Secured Liabilities;
  - 5.1.2. keep the Assets in good and substantial repair and in good working order and condition, ordinary wear and tear excepted;
  - 5.1.3. preserve and maintain all intellectual property rights owned or used by the Chargor (including those referred to in clauses 3.1.2.9 to 3.1.2.11);
  - 5.1.4. comply in all material respects with the terms of all applicable laws and regulations including (without limitation) all environmental laws, legislation relating to public health, town & country planning, control and handling of hazardous substances or waste, fire precautions and health and safety at work;
  - 5.1.5. promptly notify the Chargees of the acquisition by the Chargors of any estate or interest in any freehold, heritable or leasehold property;
  - 5.1.6. ensure that all Assets that are insurable are insured with reputable insurance companies or underwriters to such extent and against such risks as is normal for prudent companies in businesses similar to those of the Chargors (or as otherwise requested in writing by the Chargees from time to time) and (without limitation to the generality of the foregoing):
    - 5.1.6.1. pay all premiums and other money due and payable under all such insurances and provide premium receipts or any other evidence of payment promptly upon request to do so by the Chargees;
    - 5.1.6.2. ensure that, at the request of the Chargees, the interest of the Chargees is noted on the policies in

respect of such insurances or, at the request of the Chargees, that such policies contain such other provisions for the protection of the Chargees as the Chargees may from time to time require;

- 5.2. promptly upon request by the Chargees deposit with the Chargees (or as they may direct) all deeds, certificates and documents of title relating to the Assets or any part of them charged by this Debenture and all policies of insurance and assurance;
- 5.3. promptly pay or cause to be paid and indemnify the Chargees and any Receiver against all present and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever now or at any time in the future payable in respect of any of its Properties (or any part of them) or by the owner or occupier of them;
- 5.4. not make any structural or material alteration to or to the user of any of its Properties or do or permit to be done anything which is a "development" within the meaning of the Town and Country Planning Acts from time to time (or any orders or regulations under such acts) or do or permit to be done any act, matter or thing where to do so would have a material and adverse effect on the value of any of its Properties or on the marketability of any of such Properties;
- 5.5. save for leases to any Group Companies, not grant any lease of, part with possession or share occupation of, the whole or any part of any of its Properties or confer any licence, right or interest to occupy or grant any licence or permission to assign, under-let or part with possession of the same;
- 5.6. not vary, surrender, cancel or dispose of, or permit to be forfeit, any leasehold interest in any of its Properties;
- 5.7. observe and perform all covenants, agreements and stipulations from time to time affecting its interest in any of its Properties or contained in any lease, agreement for lease or tenancy agreement under which any part of such Properties may be held;
- 5.8. notify the Chargees immediately in the event of any creditor executing diligence against any of the Chargors or any distress or execution is levied or enforced against any of the Chargors or any third party debt order or freezing order is made and served on any Chargor;
- 5.9. notify the Chargees immediately if any steps (including, without limitation, the making of any application or the giving of any notice) are taken by any person (including, without limitation, the Chargors) in relation to the administration, receivership, winding-up or dissolution of any Chargor;
- 5.10. not allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor of any of its Properties (or any part of them) or create or permit to arise any overriding interest (as specified in Schedule 1 or Schedule 3 to the Land Registration Act 2002) affecting any such property;
- 5.11. not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of its Assets; and
- 5.12. maintain its centre of main interests (COMI) for the purposes of the EU Regulation on Insolvency Proceedings 2000 (NO 1346/2000), in the United Kingdom.

## **6. PROTECTION OF SECURITY**

- 6.1. If any of the Chargors fails to keep any of the Assets in good and substantial repair and in good working order and condition or does not take out and

maintain such insurances as set out above or prove to the Chargees that the premiums and other money have been paid then the Chargees may (as they think fit) repair and keep in repair the Assets or any of them (and for that purpose they or any of their agents may enter upon the properties of the relevant Chargor) or take out or renew any such insurance in any sum and on terms as the Chargees may think fit.

- 6.2. The Chargees will be entitled to be paid the proceeds of any policy of insurance of the Chargors (other than in respect of employers' or public liability) and the Chargors will promptly irrevocably instruct any insurer of a policy to pay the proceeds of it to the Chargees and undertakes to the Chargees to repeat that instruction if the Chargees require.
- 6.3. All money received on any insurance policy of the Chargors (unless paid to the Chargees in terms of clause 6.2) will, as the Chargees requires, be applied either in making good the loss or damage in respect of which the money is received or in or towards discharge of the Secured Liabilities.
- 6.4. The Chargors will permit any authorised representative of the Chargees at all reasonable times to enter upon any part of the Properties of the Chargors and of any other property where the Chargors may be carrying out any contract or other works and to inspect the relevant Chargor's books of account and other books and documents and those of its subsidiaries.
- 6.5. The Chargees shall be entitled, at their sole discretion, to have a valuation of the Assets or any part of them carried out from time to time by an independent surveyor or valuer (to be appointed at the Chargees' sole discretion) and the Chargors consent to any such valuation report being prepared and agrees to provide such access and other assistance as may be reasonably required by the Chargees for such purposes; and the relevant Chargor shall ensure that any tenant or other occupier of the Properties shall ensure access and assistance is provided for the foregoing purposes.
- 6.6. No statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the whole or any part of the Properties charged under this Debenture will be capable of being exercised by the Chargors without the prior written consent of the Chargees.
- 6.7. The obligations of the Chargors under this Debenture will not be affected by any act, omission, circumstance, matter or thing which but for this provision might operate to release or otherwise exonerate it from any of its obligations hereunder in whole or in part, including (without limitation):
  - 6.7.1. any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Chargees may have now or in the future from or against the Chargors or any other person in respect of the Secured Liabilities;
  - 6.7.2. any act or omission by the Chargees or any other person in taking up, perfecting or enforcing any security or guarantee from or against the Chargors or any other person or the invalidity or unenforceability of any such security or guarantee;
  - 6.7.3. any amendment, variation, restatement or supplement of or to, or novation, transfer or termination (in whole or in part) of, any document relating to the Secured Liabilities or any exercise by the Chargees (in their absolute discretion) of their rights to refuse, grant, continue, vary, review, determine or increase any credit or facilities to the Chargors or any other person;
  - 6.7.4. any grant of time, indulgence, waiver or concession to the Chargors or any other person;



- 6.7.5. any arrangement or compromise entered into between the Chargees and the Chargors or any other person;
- 6.7.6. the administration, insolvency, bankruptcy, sequestration, liquidation, winding-up, receivership, dissolution, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name and style of, either Chargor or any other person;
- 6.7.7. the invalidity, illegality, unenforceability, irregularity or frustration of the Secured Liabilities or any of the obligations of either of the Chargor or any other person; or
- 6.7.8. any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any other person resulting from any administration, insolvency, liquidation, receivership or dissolution proceedings or from any law, regulation or order.

## 7. ENFORCEMENT

- 7.1. The security constituted by this Debenture shall become enforceable and the Chargees may exercise all the powers conferred on mortgagees by the Law of Property Act 1925 (as varied or extended by this Debenture), all the powers conferred on the holder of a qualifying floating charge (as defined in the Insolvency Act 1986) by the Insolvency Act 1986 and all or any of the rights and powers conferred by this Debenture without further notice to the Chargors upon and at any time after the occurrence of any of the following events:
  - 7.1.1. if the Chargors have failed to pay all or any of the Secured Liabilities following a demand for payment by the Chargees where such demand is made in accordance with the terms of the Share Purchase Agreement;
  - 7.1.2. any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Chargors or by any other person to appoint an administrator in respect of any Chargor;
  - 7.1.3. any step is taken (including, without limitation, the making of an application or the giving of any notice) by any Chargor or by any other person to wind up or dissolve any Chargor or to appoint a liquidator, trustee, receiver, administrative receiver or similar officer of either Chargor or any part of the relevant Chargor's undertaking or assets;
  - 7.1.4. the making of a request by any Chargor for the appointment of a Receiver or administrator;
  - 7.1.5. if any of the Chargors commit a material breach any of the provisions of this Debenture; or
  - 7.1.6. if there is any event of default (howsoever described) in any agreement between the Chargees and the Chargors (while it is continuing unwaived), including, for the avoidance of doubt, any event of default under the Share Purchase Agreement but excluding always any employment or consultancy agreement entered into between either Chargors or Chargees.
- 7.2. Section 103 of the Law of Property Act 1925 (*Regulation of exercise of power of sale*) will not apply to this Debenture but the statutory power of sale will as

between the Chargees and a purchaser from the Chargees arise on and be exercisable at any time after the execution of this Debenture provided that the Chargees will not exercise the power of sale until payment of all or any part of the Secured Liabilities have been demanded or a Receiver or administrator has been appointed but this proviso will not affect a purchaser or put him upon inquiry whether such demand or appointment has been validly made.

- 7.3. The Chargors shall not, without the prior written consent of the Chargees, exercise any of the powers of leasing or of accepting surrenders of leases conferred by Sections 99 (*Leasing powers of mortgagor and mortgagee in possession*) and 100 (*Powers of mortgagor and mortgagee in possession to accept surrenders of leases*) of the Law of Property Act 1925. The statutory powers of sale, leasing and accepting surrenders exercisable by the Chargees under this Debenture are extended so as to authorise the Chargees whether in their own name or in that of the Chargors to grant a lease or leases of the whole or any part or parts of the freehold and leasehold property of the Chargors with whatever rights relating to other parts of it and containing whatever covenants on the part of the Chargors 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 Chargees thinks fit.
- 7.4. To the extent that Assets constitute Financial Collateral and are subject to a Security Financial Collateral Arrangement created by or pursuant to this Debenture, the Chargees shall have the right, at any time after this Debenture becomes enforceable, to appropriate all of or any part of those Assets in or towards the payment or discharge of the Secured Liabilities. The value of any Assets appropriated in accordance with this clause 7.4 shall be the price of those Assets at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Chargee may select (including independent valuation). The Chargors each agree that the methods of valuation provided for in this clause 7.4 are commercially reasonable for the purpose of Regulation 18 of the Financial Collateral Regulations. To the extent that Assets constitute Financial Collateral, the Chargors agree that such Assets shall be held or redesignated so as to be under the control of the Chargees for all purposes of the Financial Collateral Regulations.
- 7.5. At any time after this Debenture becomes enforceable, all voting rights in respect of all stock, shares and securities charged by clause 3.1.2.5 may be exercised (without obligation to do so) by the Chargees (or their nominee) in such a manner as it shall (in its absolute discretion) see fit and all dividends and other distributions payable in respect of such stock, shares and securities shall be paid to and retained by the Chargees and may be applied by the Chargees in accordance with clause 10.
- 7.6. Section 93 of the Law of Property Act 1925 (*Restriction on consolidation of mortgages*) will not apply to this Debenture.
- 7.7. Neither the Chargees nor any Receiver shall be liable to account to any Chargor as mortgagee in possession in respect of all or any of the Assets and shall not be liable to the Chargors for any loss or damage arising from the exercise by the Chargees or any Receiver of all or any of the powers conferred by this Debenture or the Law of Property Act 1925.
- 7.8. At any time after this Debenture becomes enforceable, the Chargees may redeem any prior mortgage, charge or encumbrance in respect of all or any of the Assets or procure the transfer of them to itself and may settle the accounts of the prior mortgagee, chargee or encumbrancer and any accounts so settled

will be, in the absence of manifest error, conclusive and binding on the Chargors. All money paid by the Chargees to the mortgagee, chargee or encumbrancer in accordance with such accounts shall form part of the Secured Liabilities.

7.9. The Chargors' liability under this Debenture in respect of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- 7.9.1. any security, guarantee, indemnity, remedy or other right held by, or available to, the Chargees that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- 7.9.2. the Chargees 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
- 7.9.3. any other act or omission that, but for this clause 7.9 might have discharged, or otherwise prejudiced or affected, the liability of the Chargors.

## **8. APPOINTMENT OF RECEIVER OR ADMINISTRATOR**

8.1. At any time after the security constituted by this Debenture has become enforceable the Chargees shall be and are entitled by instrument in writing to appoint any one or more persons as:

- 8.1.1. a Receiver of all or any of the Assets; and/or
- 8.1.2. an administrator of any Chargor,
- 8.1.3. in each case in accordance with and to the extent permitted by applicable laws.

8.2. The Chargees (or either of them) may not appoint a Receiver solely as a result of the obtaining of a moratorium or anything done with a view to obtaining a moratorium under Schedule A1 of the Insolvency Act 2000 except with the leave of the court.

8.3. Where more than one Receiver is appointed they will have power to act separately (unless the appointment of the Chargees specifies to the contrary).

8.4. Any appointment over part only of the Assets charged under this Debenture will not preclude the Chargees from making any subsequent appointment of a Receiver over any part of the Assets over which an appointment has not previously been made by it.

8.5. The Chargees may from time to time determine the remuneration of the Receiver and may (subject to Section 45 of the Insolvency Act 1986) remove the Receiver from all or any part of the Assets of which they are the Receiver and at any time after any Receiver has vacated office or ceased to act, appoint a further Receiver over all or any part of those Assets.

8.6. The Receiver will be the agent of the relevant Chargor (which will be solely liable for his acts, defaults and remuneration) and will have and be entitled to exercise in relation to the relevant Chargor all the powers set out in Schedule 1 to the Insolvency Act 1986 and all the powers conferred from time to time on receivers by statute and in particular by way of addition to but without prejudice to those powers (and those of the Chargees) the Receiver will have power:

- 8.6.1. to sell, let or lease or concur in selling, letting or leasing and to vary the terms or determine, surrender or accept surrenders of leases or tenancies of or grant options and licences over all or any part of the Assets in such manner and generally on such terms as he shall think fit in his absolute and unfettered discretion and so that any such sale may be made for cash or for shares or securities of another company or other valuable consideration (in each case payable in a lump sum or by instalments);
  - 8.6.2. to sever any fixtures (including trade and tenant's fixtures) from the property of which they form part;
  - 8.6.3. to exercise all powers, rights and/or obligations under any contract or agreement forming part of the Assets, including, without limitation, all voting and other rights attaching to stocks, shares and other securities owned by the Chargors;
  - 8.6.4. to make and effect all repairs and improvements;
  - 8.6.5. to redeem any prior encumbrance and to settle and pass the accounts of the encumbrancer and any accounts so settled and passed will (subject to any manifest error) be conclusive and binding on the Chargors and the money so paid will be deemed to be an expense properly incurred by the Receiver;
  - 8.6.6. to promote the formation of a subsidiary or subsidiaries of the Chargors, including, without limitation, any such company formed for the purpose of purchasing, leasing, licensing or otherwise acquiring interests in all or any of the assets and intellectual property of the Chargors;
  - 8.6.7. to make any arrangement or compromise which the Chargees or the Receiver may think fit;
  - 8.6.8. to make and effect all repairs, renewals, improvements, and insurances;
  - 8.6.9. to appoint managers officers and agents for any of the purposes referred to in this clause 8 at such salaries as the Receiver may determine;
  - 8.6.10. to do all other acts and things as may be considered by the Receiver to be incidental or conducive to the above or otherwise incidental or conducive to the preservation, improvement or realisation of the Assets.
- 8.7. No purchaser or other person dealing with the Chargees, any Receiver or any agent or delegate shall be obliged or concerned to enquire whether the right of the Chargees or any Receiver to exercise any of the powers conferred by or referred to in this Debenture has arisen or become exercisable, whether any of the Secured Liabilities remain outstanding or be concerned with notice to the contrary or whether an event has occurred to authorise the Chargees or any Receiver to act or as to the propriety or validity of the exercise or purported exercise of any such power.

## **9. POWER OF ATTORNEY**

- 9.1. Each Chargor irrevocably and by way of security appoints the Chargees jointly (whether or not a Receiver or administrator has been appointed) and also (as a separate appointment) any Receiver severally as the attorney and attorneys of the Chargors, for the Chargors and in its name and on its behalf and as its act and deed or otherwise, to execute and deliver and otherwise perfect any

deed, assurance, agreement, instrument or act which may be required of the Chargors under this Debenture or may be required or deemed proper in the exercise of any rights or powers conferred on the Chargees or any Receiver under this Debenture or otherwise for any of the purposes of this Debenture.

- 9.2. The Chargors jointly and severally ratify and confirm and agree to ratify and confirm whatever any attorney does or purports to do under its appointment under clause 9.1.

## **10. APPLICATION OF SECURITY PROCEEDS**

- 10.1. Any money received under the powers conferred by this Debenture will, subject to the payment or repayment of any prior claims, be paid or applied in the following order of priority:

- 10.1.1. in or towards satisfaction of all costs, charges and expenses incurred, and payments made, by the Chargees and/or the Receiver including the remuneration of the Receiver;
- 10.1.2. in or towards satisfaction of the Secured Liabilities in whatever order the Chargees may require;
- 10.1.3. as to the surplus (if any) to the person(s) entitled to it,

provided that the Receiver may retain any money in his hands for so long as he thinks fit, and the Chargees may, without prejudice to any other rights the Chargees may have at any time and from time to time, place and keep for such time as the Chargees may think prudent any money received, recovered or realised under or by virtue of this Debenture to or at a separate or suspense account to the credit either of either Chargors or of the Chargees as the Chargees think fit without any immediate obligation on the part of the Chargees to apply such money or any part of such money in or towards the payment or discharge of the Secured Liabilities.

- 10.2. Subject to clause 10.1, any money received or realised by the Chargees from the Chargors or a Receiver under this Debenture or any administrator may be applied by the Chargees to any item of account or liability or transaction in such order or manner as the Chargees may determine.

## **11. INDEMNITY**

- 11.1. The Chargees, the Receiver and every attorney, manager, agent, employee or other person appointed by the Chargees or the Receiver under or in connection with this Debenture shall be indemnified by the Chargors in respect of all liabilities, costs, losses and expenses incurred by it or them in the execution (or purported execution) of any of the powers, authorities or discretions vested in it or him pursuant to the terms of this Debenture (or by any law or regulation) and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way in connection with or relating to all or any of the Assets and the Chargees, the Receiver or any such other person may retain and pay all sums in respect of the same out of the money received under the powers conferred by this Debenture.
- 11.2. The indemnity under clause 11.1 shall not apply to the extent that any such liability, cost, loss and/or expense arises as a result of the wilful default or gross negligence of the Chargees or the Receiver.

**12. COSTS AND EXPENSES**

The Chargors shall pay or reimburse to the Chargees on demand (on a full indemnity basis) all costs, charges and expenses (including legal fees) reasonably incurred or to be incurred by the Chargees in the creation, registration, perfection, enforcement, discharge and/or assignment of this Debenture (including, without limitation, the costs of any proceedings in relation to this Debenture or the Secured Liabilities), which costs, charges and expenses shall form part of the Secured Liabilities.

**13. SET-OFF**

- 13.1. The Chargors agree that any money (of any other nature whatsoever) from time to time held on its behalf by the Chargees may be retained as cover for and/or applied by the Chargees at any time and without notice to the relevant Chargor (whether on or before or after the expiry of any fixed or minimum period for which such money may have been deposited) in or towards payment or discharge of the Secured Liabilities or such part of them as the Chargees may select.
- 13.2. The Chargees shall not be liable for any loss of interest caused by the determination before maturity of any deposits or any loss caused by the fluctuation in any exchange rate at which any currency may be bought or sold by the Chargees.

**14. INVESTIGATIONS**

- 14.1. If any event of default (howsoever described) in any agreement between the Chargees and the Chargors occur then (while it is continuing unwaived) the Chargees shall be entitled to initiate an investigation of, and/or instruct the preparation of a report (accounting, legal, valuation or other) on, the business and affairs of the relevant Chargor and/or any other Group Company which the Chargees consider necessary to ascertain the financial position of the relevant Chargor, all fees and expenses incurred by the Chargees in so doing being payable by the relevant Chargor.
- 14.2. The Chargors hereby consent to the provision by the Chargees of all information in relation to the Chargors which the Chargees provides to any person in relation to the preparation of a report as is referred to in clause 14.1 above.

**15. NOTICES**

- 15.1. Every notice or other communication under this Debenture shall be in writing and shall be sent to the address of the recipient set out in this Debenture or such other address as the recipient may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally or by first class pre-paid letter or email transmission (receipt confirmed).
- 15.2. Subject to clauses 15.3 and 15.4, any communication made or document made or delivered by one person to another under or in connection with this Debenture will only be effective:

- 15.2.1. if by way of email, when received in legible form; or

- 15.2.2. if by way of letter, when it has been delivered to the relevant address or three Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address.
- 15.3. Any communication or document to be made or delivered to the Chargees will be effective only when it is actually received (or deemed, pursuant to clause 15.4) by the Chargees.
- 15.4. Notice given or received by Daniel Alexander Jordan (one of the Chargees) under this Debenture shall be deemed to have been given or received (as applicable) by all Chargees, but in the event of Daniel Alexander Jordan's death or he becomes incapacitated, notice given or received shall be deemed to have been given or received (as applicable) by the Chargees if it is received or given by Shelley Louise Jordan.

## **16. MISCELLANEOUS**

- 16.1. If at any time any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will be in any way affected or impaired.
- 16.2. No failure or delay by the Chargees in exercising any right or remedy under this Debenture shall operate as a waiver, and no single or partial exercise shall prevent further exercise of any right or remedy.
- 16.3. The Chargees will be entitled to disclose to their advisers or applicable regulatory authority or any other person that enters or proposes to enter into any trust or contractual arrangements with the Chargees in relation to the Secured Liabilities confidential information concerning this Debenture or any arrangement made in connection with this Debenture.
- 16.4. Save to the extent expressly provided to the contrary in this Debenture, a third party (being any person other than the Chargors or the Chargees and their permitted successors and assigns) may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 and no consent of any third party is required for any amendment, variation or termination of this Debenture.
- 16.5. A certificate by the Chargees or any duly authorised officer of the Chargees as to the amount of the Secured Liabilities or any part of them shall, in the absence of manifest error, be conclusive and binding on the Chargors.
- 16.6. The Chargees or any representative of the Chargees may at any time (without notice or consent) assign the benefit of this Debenture (or all or any of its rights under this Debenture) to any person. The Chargors may not assign or transfer the benefit or burden of this Debenture or all or any of its rights under this Debenture without the prior written consent of the Chargees.

## **17. RELEASE**

If the Chargees are satisfied that the Secured Liabilities have been unconditionally and irrevocably paid or discharged in full, the Chargees will at the request and cost of the Chargors take whatever action is required in order to release the Assets from the security constituted by this Debenture.

## **18. COUNTERPARTS**

- 18.1. This document may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one deed.
- 18.2. Transmission of the executed signature page of a counterpart of this document by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this document. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 18.3. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

## **19. GOVERNING LAW**

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

## **20. JURISDICTION**

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Debenture or its subject matter or formation. Nothing in this clause shall limit the right of the Chargees to take proceedings against the Chargors 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.

**IN WITNESS** whereof this Debenture has been executed by the Chargors as a deed and signed by the Chargees and shall take effect on the day and year stated at the beginning of this document.



SCHEDULE 1: CHARGEES

(1)	(2)
Name	Address
Daniel Alexander Jordan	[REDACTED] [REDACTED]
Shelley Louise Jordan	[REDACTED] [REDACTED]

## **SCHEDULE 2: PROPERTY**

### **Part 1. Freehold Property**

Not Applicable

### **Part 2. Leasehold Property**

Riverside Business Park Dansk Way, Leeds Road, Ilkley, England, LS29 8JZ

EXECUTION PAGES

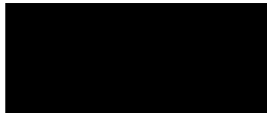
**EXECUTED as a DEED by  
High Speed Training Holdings Limited**  
acting by two Directors or a Director and  
its Secretary:



Director

Director/Secretary

**EXECUTED as a DEED by  
High Speed Training Limited**  
acting by two Directors or a Director and  
its Secretary:



Director

Director/Secretary

**EXECUTED as a DEED by  
HST Holdings Limited**  
acting by two Directors or a Director and  
its Secretary:



Director

Director/Secretary

**SIGNED as a DEED by Daniel  
Alexander Jordan** in the presence of:



Witness' Signature:



Witness' Name: **MEGAN ATTACK**

Witness' Address: **100 WELLINGTON ST, LEEDS, LS1 4LT**

I confirm that I was physically present when Daniel Alexander Jordan signed this deed

EXECUTION PAGES

**EXECUTED as a DEED by  
High Speed Training Holdings Limited**  
acting by two Directors or a Director and  
its Secretary:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

**EXECUTED as a DEED by  
High Speed Training Limited**  
acting by two Directors or a Director and  
its Secretary:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

**EXECUTED as a DEED by  
HST Holdings Limited**  
acting by two Directors or a Director and  
its Secretary:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

**SIGNED as a DEED by Daniel  
Alexander Jordan** in the presence of:

Witness' Signature:

Witness' Name:

Witness' Address:

I confirm that I was physically present when Daniel Alexander Jordan signed this deed

**SIGNED as a DEED by Shelley Louise  
Jordan** in the presence of:

Witness' Signature:

Witness' Name: MEGAN ATACK

Witness' Address: 100 WELLINGTON ST, LEEDS, LS1 4LT

I confirm that I was physically present when Shelley Louise Jordan signed this deed