



Registration of a Charge

Company name: **SPRAYTECH COACHWORKS LTD**

Company number: **11713953**



X89Q17IW

Received for Electronic Filing: **15/07/2019**

Details of Charge

Date of creation: **09/07/2019**

Charge code: **1171 3953 0001**

Persons entitled: **CHARALAMBOS CHARALAMBOUS
ANNA CHARALAMBOUS
ALEX CHARALAMBOUS
ANDREW CHARALAMBOUS**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **NICK NICHOLAS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11713953

Charge code: 1171 3953 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th July 2019 and created by SPRAYTECH COACHWORKS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th July 2019 .

Given at Companies House, Cardiff on 16th July 2019

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

Dated 9 July 2019

(1) SPRAYTECH COACHWORKS LTD

(2) PALACE GROUP HOLDINGS LTD

(3) CHARALAMBOS CHARALAMBOUS

(4) ANNA CHARALAMBOUS

(5) ALEX CHARALAMBOUS

(6) ANDREW CHARALAMBOUS

Certified as a true copy of the original
Signed AMY WRIGHT
Name AMY WRIGHT
Date 9 July 2019
Evolution

DEBENTURE

Contents

Clause	Page
1. Definitions and interpretation.....	2
2. Covenant to pay	7
3. Grant of security.....	7
4. Liability of the Securing Parties	10
5. Representations and warranties.....	10
6. General covenants	12
7. Property covenants	17
8. Investments covenants	21
9. Equipment covenants.....	25
10. Intellectual Property covenants	25
11. Powers of the Secured Parties	26
12. When security becomes enforceable.....	28
13. Enforcement of security.....	28
14. Receiver.....	31
15. Powers of Receiver	32
16. Delegation.....	36
17. Application of proceeds.....	37
18. Costs and indemnity.....	38
19. Further assurance	39
20. Power of attorney	39
21. Release.....	40
22. Assignment and transfer	40
23. Set-off	40
24. Amendments, waivers and consents	41
25. Severance.....	42
26. Counterparts	42
27. Third party rights	42
28. Further provisions	42
29. Notices.....	44
30. Governing law and jurisdiction.....	45

Schedule	Page
1. Real Property	47

THIS DEED is dated 9 July 2019

Parties

- (1) **SPRAYTECH COACHWORKS LTD** incorporated and registered in England and Wales with company number 11713953 whose registered office is at 1 Kings Avenue, London, United Kingdom, N21 3NA (**Spraytech**);
- (2) **PALACE GROUP HOLDINGS LTD** incorporated and registered in England and Wales with company number 11831133 whose registered office is at Unit 7, 8 and 9 Tait Road, Tait Road Industrial Estate, Croydon, London, United Kingdom, CR0 2DT (**Company**);
- (3) **CHARALAMBOS CHARALAMOUS** and **ANNA CHARALAMBOUS** of 11 Canon Hill, Southgate, London, N14 7DJ, **ALEX CHARALAMBOUS** of 11 Canon Hill, Southgate, London, N14 7DJ, and **ANDREW CHARALAMBOUS** of 11 Canon Hill, Southgate, London, N14 7DJ, (each a **Secured Party** and together the **Secured Parties**).

Background

- (A) Pursuant to the terms of the SPA, the Company owes to the Secured Parties the Deferred Consideration, payment of which is to be secured in accordance with the terms of this Deed.
- (B) Under this Deed, the Securing Parties provides security to the Secured Parties in respect of Deferred Consideration under the SPA.

Agreed terms

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

Terms defined in the SPA shall, unless otherwise defined in this Deed, have the same meaning in this Deed. In addition, the following definitions apply in this Deed:

Administrator: an administrator appointed to manage the affairs, business and property of the Securing Parties pursuant to clause 11.8.

Book Debts: all present and future book and other debts, and monetary claims due or owing to the Securing Parties, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Securing Parties in relation to any of them.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Charged Property: any freehold, leasehold or commonhold property the subject of the security constituted by this Deed and references to **Charged Property** shall include references to the whole or any part or part of it.

Delegate: any person appointed by the Secured Parties or any Receiver pursuant to clause 16 and any person appointed as attorney of the Secured Party, Receiver or Delegate.

Designated Account: any account of the Securing Parties nominated by the Secured Parties as a designated account for the purposes of this Deed.

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

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

Environmental Licence: any authorisation, permit or licence necessary under Environmental Law in respect of any of the Secured Assets.

Equipment: all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property owned by the Securing Parties or in which it has an interest, including any part of it and all spare parts, replacements, modifications and additions.

Insurance Policy: each contract and policy of insurance effected or maintained by the Securing Parties from time to time in respect of its assets or business (including, without limitation, any contract or policy of insurance relating to the Charged Properties or the Equipment).

Intellectual Property: the Securing Party's present and future patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Investments: all shares legally or beneficially owned by or on behalf of the Company in Spraytech.

LPA 1925: the Law of Property Act 1925.

Receiver: a receiver, receiver and manager or administrative receiver appointed by the Secured Parties under clause 14.

Secured Assets: all the assets, property and undertaking of the Securing Parties which are, or are expressed to be, subject to the Security created by, or pursuant to, this Deed (and references to the Secured Assets shall include references to any part of them).

Secured Liabilities: all present and future obligations and liabilities of the Securing Parties to the Secured Party, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the SPA or this Deed (including, without limitation, those arising under clause 28), together with all interest (including, without limitation, default interest) accruing in respect of those obligations or liabilities.

Securing Parties: each of the Company and Spraytech.

Security: any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

Security Period: the period starting on the date of this Deed and ending on the date on which the Secured Parties is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

SPA: the share purchase agreement entered into between the Company (1) and the Securing Parties (2) on or around the date of this Deed.

VAT: value added tax or any equivalent tax chargeable in the UK or elsewhere.

1.2. Interpretation

In this Deed:

- 1.2.1. clause, Schedule and paragraph headings shall not affect the interpretation of this Deed;
- 1.2.2. a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- 1.2.3. unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.4. unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.5. a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this Deed shall be binding on, and enure to the benefit of, the parties to this Deed and their respective

personal representatives, successors, permitted assigns and permitted transferees;

- 1.2.6. a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.7. a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.8. a reference to **writing** or **written** excludes fax;
- 1.2.9. an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.10. a reference to **this Deed** (or any provision of it) or to any other agreement or document referred to in this Deed is a reference to this Deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Deed) from time to time;
- 1.2.11. unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this Deed and a reference to a paragraph is to a paragraph of the relevant Schedule;
- 1.2.12. any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.2.13. a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amend** and **amended** shall be construed accordingly);
- 1.2.14. a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.15. a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- 1.2.16. a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and
- 1.2.17. a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.3. **Clawback**

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

1.4. Nature of security over real property

A reference in this Deed to a charge or mortgage of or over any Charged Property includes:

- 1.4.1. all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery that are situated on or form part of that Charged Property at any time;
- 1.4.2. the proceeds of the sale of any part of that Charged Property and any other monies paid or payable in respect of or in connection with that Charged Property;
- 1.4.3. the benefit of any covenants for title given, or entered into, by any predecessor in title of the Securing Parties in respect of that Charged Property, and any monies paid or payable in respect of those covenants; and
- 1.4.4. all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property.

1.5. Nature of security over Investments

A reference in this Deed to any share, stock, debenture or other security or investment includes:

- 1.5.1. any dividend, interest or other distribution paid or payable in respect of that share, stock, debenture or other security or investment;
- 1.5.2. any right, money, shares or property accruing, offered or issued at any time in relation to that share, stock, debenture or other security or investment by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.

1.6. Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the SPA and of any side letters between any parties in relation to the SPA are incorporated into this Deed.

1.7. Perpetuity period

If the rule against perpetuities applies to any trust created by this Deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1.8. Schedules

The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.

2. COVENANT TO PAY

The Securing Parties shall, on demand, pay to the Secured Parties and discharge the Secured Liabilities when they become due.

3. GRANT OF SECURITY

3.1. Legal mortgage

As a continuing security for the payment and discharge of the Secured Liabilities, the Securing Parties with full title guarantee charges to the Secured Parties, by way of a first legal mortgage, all estates or interests in any freehold, leasehold or commonhold property now owned by it, including the real property (if any) specified in Schedule 1.

3.2. Fixed charges

As a continuing security for the payment and discharge of the Secured Liabilities, the Securing Parties with full title guarantee charges to the Secured Parties by way of a first fixed charge:

- 3.2.1. all present and future estates or interests of the Securing Parties in, or over, any freehold, leasehold or commonhold property (other than any such property effectively mortgaged under clause 3.1);
- 3.2.2. the benefit of all other contracts, guarantees, appointments and warranties relating to each Charged Property and other documents to which the Securing Parties is a party or which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of any Charged Property or otherwise relating to any Charged Property (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for its benefit under or arising from any of them, all

remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them);

- 3.2.3. all licences, consents and authorisations (statutory or otherwise) held or required in connection with its business or the use of any Secured Asset, and all rights in connection with them;
- 3.2.4. all its present and future goodwill;
- 3.2.5. all its uncalled capital;
- 3.2.6. all the Equipment;
- 3.2.7. all the Intellectual Property;
- 3.2.8. all the Investments;
- 3.2.9. all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account), together with all other rights and benefits accruing to or arising in connection with each account (including, but not limited to, entitlements to interest);
- 3.2.10. all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy, to the extent not effectively assigned under clause 3.3; and
- 3.2.11. all its rights in respect of all agreements, instruments and rights relating to the Secured Assets, to the extent not effectively assigned under clause 3.3.

3.3. Assignment

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

- 3.3.1. all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy; and
- 3.3.2. the benefit of all agreements, instruments and rights relating to the Secured Assets.

3.4. Floating charge

As a continuing security for the payment and discharge of the Secured Liabilities, the Securing Parties with full title guarantee charges to the Secured Parties, by way of first floating charge, all its undertaking, property, assets and rights not otherwise effectively mortgaged, charged or assigned under clause 3.1 to clause 3.3 inclusive.

3.5. Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3.4.

3.6. Automatic crystallisation of floating charge

The floating charge created by clause 3.4 shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if:

3.6.1. the Securing Parties:

3.6.1.1. creates, or attempts to create, without the prior written consent of the Secured Parties, Security or a trust in favour of another person over all or any part of the Secured Assets (except as expressly permitted by the terms of this Deed or the SPA); or

3.6.1.2. disposes, or attempts to dispose of, all or any part of the Secured Assets (other than Secured Assets that are only subject to the floating charge while it remains uncrystallised);

3.6.2. any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets; or

3.6.3. a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Securing Parties.

3.7. Assets acquired after any floating charge has crystallised

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

4. LIABILITY OF THE SECURING PARTIES

4.1. Liability not discharged

The Securing Parties' liability under this Deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- 4.1.1. any security, guarantee, indemnity, remedy or other right held by, or available to, the Secured Parties that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- 4.1.2. the Secured Parties renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- 4.1.3. any other act or omission that, but for this clause 4.1, might have discharged, or otherwise prejudiced or affected, the liability of the Securing Parties.

4.2. Immediate recourse

The Securing Parties waives any right it may have to require the Secured Parties to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Deed against the Securing Parties.

5. REPRESENTATIONS AND WARRANTIES

5.1. Times for making representations and warranties

The Securing Parties make the representations and warranties set out in this clause 5 to the Secured Parties on the date of this Deed are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

5.2. Ownership of Secured Assets

The Securing Parties are the sole legal and beneficial owner of, and has good, valid and marketable title to, the Secured Assets.

5.3. No Security

The Secured Assets are free from any Security other than the Security created by this Deed.

5.4. No adverse claims

The Securing Parties have not received, or acknowledged notice of, any adverse claim by any person in respect of the Secured Assets or any interest in them.

5.5. No adverse covenants

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

5.6. No breach of laws

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

5.7. No interference in enjoyment

No facility necessary for the enjoyment and use of the Secured Assets is subject to terms entitling any person to terminate or curtail its use.

5.8. No overriding interests

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

5.9. Avoidance of security

No Security expressed to be created under this Deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Securing Parties or otherwise.

5.10. Enforceable security

This Deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Securing Parties, and is, and will continue to be,

effective security over all and every part of the Secured Assets in accordance with its terms.

5.11. Investments

- 5.11.1. The Investments are fully paid and are not subject to any option to purchase or similar rights.
- 5.11.2. No constitutional document of an issuer of an Investment, nor any other agreement:
 - 5.11.2.1. restricts or inhibits any transfer of the Investments on creation or enforcement of the security constituted by this Deed; or
 - 5.11.2.2. contains any rights of pre-emption in relation to the Investments.
- 5.11.3. The Securing Parties have complied with all notices relating to all or any of the Investments received by it pursuant to sections 790D and 790E of the Companies Act 2006.
- 5.11.4. No warning notice has been issued under paragraph 1(2) of Schedule 1B of the Companies Act 2006, and no restrictions notice has been issued under paragraph 1(3) of Schedule 1B of the Companies Act 2006, in respect of all or any of the Investments.

6. GENERAL COVENANTS

6.1. Negative pledge and disposal restrictions

The Securing Parties shall not at any time, except with the prior written consent of the Secured Parties:

- 6.1.1. create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Security created by this Deed;
- 6.1.2. sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Secured Assets (except, in the ordinary course of business, Secured Assets that are only subject to an uncrystallised floating charge); or
- 6.1.3. create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party.

6.2. Preservation of Secured Assets

The Securing Parties shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Secured Party, or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this Deed.

6.3. Compliance with laws and regulations

6.3.1. The Securing Parties shall not, without the Secured Party's prior written consent, use or permit the Secured Assets to be used in any way contrary to law.

6.3.2. The Securing Parties shall:

6.3.2.1. comply with the requirements of any law or regulation relating to or affecting the Secured Assets or the use of it or any part of them;

6.3.2.2. obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Secured Assets or their use or that are necessary to preserve, maintain or renew any Secured Asset; and

6.3.2.3. promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Secured Assets.

6.4. Enforcement of rights

The Securing Parties shall use its best endeavours to:

6.4.1. procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Securing Parties and forming part of the Secured Assets of the covenants and other obligations imposed on such counterparty (including each insurer in respect of an Insurance Policy); and

6.4.2. enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets that the Secured Parties may require from time to time.

6.5. Notice of misrepresentation and breaches

The Securing Parties shall, promptly on becoming aware of any of the same, notify the Secured Parties in writing of:

- 6.5.1. any representation or warranty set out in this Deed that is incorrect or misleading in any material respect when made or deemed to be repeated; and
- 6.5.2. any breach of any covenant set out in this Deed.

6.6. Title documents

The Securing Parties shall, as so required by the Secured Parties, deposit with the Secured Parties and the Secured Parties shall, for the duration of this Deed be entitled to hold:

- 6.6.1. all deeds and documents of title relating to the Secured Assets that are in the possession or control of the Securing Parties (and if these are not within the possession or control of the Securing Parties, the Securing Parties undertakes to obtain possession of all these deeds and documents of title); and
- 6.6.2. all Insurance Policies.

6.7. Insurance

- 6.7.1. The Securing Parties shall insure and keep insured (or where, in the case of any leasehold property, insurance is the responsibility of the landlord under the terms of the lease, either procure that the landlord insures and keeps insured or, if and to the extent that the landlord does not do so, itself insure and keep insured) the Secured Assets against:
 - 6.7.1.1. loss or damage by fire or terrorist acts, including any third party liability arising from such acts;
 - 6.7.1.2. other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Securing Party; and
 - 6.7.1.3. any other risk, perils and contingencies as the Secured Parties may reasonably require.
- 6.7.2. Any such insurance must be with an insurance company or underwriters, and on such terms, as are reasonably acceptable to the Secured Parties, and must include property owners' public liability and third party liability insurance and be for not less than the replacement value of the relevant Secured Assets (meaning in the case of any premises on any Charged Property, the total cost of entirely rebuilding, reinstating or replacing the premises in the event of their being destroyed, together with architects', surveyors', engineers' and other professional fees and charges for shoring or propping up, demolition, site clearance and reinstatement with adequate allowance for inflation) and, in the case of any Charged Property, loss of rents payable by the tenants or other occupiers of any Charged Property for a period of at

least three years, including provision for increases in rent during the period of insurance.

6.7.3. The Securing Parties shall, if requested by the Secured Parties, produce to the Secured Parties each policy, certificate or cover note relating to any insurance as is required by clause 6.7.1 (or where, in the case of any leasehold property, that insurance is effected by the landlord, such evidence of insurance as the Securing Parties is entitled to obtain from the landlord under the terms of the relevant lease).

6.7.4. The Securing Parties shall, if requested by the Secured Parties, procure that a note of the Secured Party's interest is endorsed on each insurance policy (other than public liability and third party liability insurances) effected or maintained by it or any person on its behalf in accordance with clause 6.7.1 but without the Secured Parties having any liability for any premium in relation to those insurance policies unless it has expressly and specifically requested to be made liable in respect of any increase in premium or unpaid premium in respect of any Insurance Policy.

6.8. Insurance premiums

The Securing Parties shall:

6.8.1. promptly pay all premiums in respect of each insurance policy as is required by clause 6.7.1 and do all other things necessary to keep that policy in full force and effect; and

6.8.2. (if the Secured Parties so require) give to the Secured Parties copies of the receipts for all premiums and other payments necessary for effecting and keeping up each insurance policy as is required by clause 6.7.1 (or where, in the case of leasehold property, insurance is effected by the landlord, such evidence of the payment of premiums as the Securing Parties is entitled to obtain from the landlord under the terms of the relevant lease).

6.9. No invalidation of insurance

The Securing Parties shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any insurance policy as is required by clause 6.7.1.

6.10. Proceeds from Insurance policies

All monies payable under any insurance policy maintained by the Securing Parties in accordance with clause 6.7.1 at any time (whether or not the security constituted by this Deed has become enforceable) shall:

- 6.10.1. be paid immediately to the Secured Parties;
- 6.10.2. if they are not paid directly to the Secured Parties by the insurers, be held, pending such payment, by the Securing Parties as trustee of the same for the benefit of the Secured Parties; and
- 6.10.3. be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or, after the security constituted by this Deed has become enforceable and if the Secured Parties so directs, in or towards discharge or reduction of the Secured Liabilities.

6.11. Information

The Securing Parties shall:

- 6.11.1. give the Secured Parties such information concerning the location, condition, use and operation of the Secured Assets as the Secured Parties may require;
- 6.11.2. permit any persons designated by the Secured Parties and any Receiver to enter on its premises and inspect and examine any Secured Asset, and the records relating to that Secured Asset, at all reasonable times and on reasonable prior notice; and
- 6.11.3. promptly notify the Secured Parties in writing of any action, claim, notice or demand made by or against it in connection with all or any part of a Secured Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim, notice or demand, together with, in each case, the Securing Parties' proposals for settling, liquidating, compounding or contesting any such action, claim, notice or demand and shall, subject to the Secured Parties' prior approval, implement those proposals at its own expense.

6.12. Payment of outgoings

The Securing Parties shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Secured Assets and, on demand, produce evidence of payment to the Secured Parties.

7. PROPERTY COVENANTS

7.1. Repair and maintenance

The Securing Parties shall keep all premises and fixtures and fittings on each Charged Property in good and substantial repair and condition and shall keep all premises adequately and properly painted and decorated and replace any fixtures and fittings which have become worn out or otherwise unfit for use with others of a like nature and equal value.

7.2. No alterations

The Securing Parties shall not, without the prior written consent of the Secured Parties:

- 7.2.1. pull down or remove the whole, or any part of, any building forming part of any Charged Property or permit the same to occur;
- 7.2.2. make or permit to be made any material alterations to any Charged Property, or sever or remove or permit to be severed or removed, any of its fixtures or fittings (except to make any necessary repairs or renew or replace the same in accordance with clause 7.1); or
- 7.2.3. remove or make any material alterations to any of the Equipment belonging to, or in use by, the Securing Parties on any Charged Property (except to effect necessary repairs or replace them with new or improved models or substitutes).

7.3. Conduct of business on Charged Properties

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

7.4. Notices or claims relating to the property

7.4.1. The Securing Parties shall:

- 7.4.1.1. give full particulars to the Secured Parties of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority (a **Notice**) that specifically applies to any Charged Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice; and

7.4.1.2. (if the Secured Parties so requires) immediately, and at the cost of the Securing Parties, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Secured Parties in making, any objections or representations in respect of that Notice that the Secured Parties thinks fit.

7.4.2. The Securing Parties shall give full particulars to the Secured Parties of any claim, notice or other communication served on it in respect of any modification, suspension or revocation of any Environmental Licence or any alleged breach of any Environmental Law, in each case relating to any Charged Property.

7.5. Compliance with and enforcement of covenants

The Securing Parties shall:

7.5.1. observe and perform all covenants, stipulations and conditions to which each Charged Property, or the use of it, is or may be subject, and (if the Secured Parties so requires) produce to the Secured Parties evidence sufficient to satisfy the Secured Parties that those covenants, stipulations and conditions have been observed and performed; and

7.5.2. diligently enforce all covenants, stipulations and conditions benefiting each Charged Property and shall not (and shall not agree to) waive, release or vary any of the same.

7.6. Payment of outgoings

The Securing Parties shall pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed on each Charged Property or on its occupier.

7.7. Leases and licences affecting the Charged Properties

The Securing Parties shall not, without the prior written consent of the Secured Parties (which consent, in the case of clause 7.7.4, is not to be unreasonably withheld or delayed in circumstances in which the Securing Parties may not unreasonably withhold or delay its consent):

7.7.1. grant any licence or tenancy affecting the whole or any part of any Charged Property, or exercise the statutory powers of leasing or of accepting surrenders under sections 99 or 100 of the LPA 1925 (or agree to grant any such licence or tenancy, or agree to exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925);

- 7.7.2. in any other way dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of any Charged Property (or agree to dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of any Charged Property);
- 7.7.3. let any person into occupation of or share occupation of the whole or any part of any Charged Property; or
- 7.7.4. grant any consent or licence under any lease or licence affecting any Charged Property.

7.8. Registration restrictions and cautions against first registration and notices

- 7.8.1. If the title to any Charged Property is not registered at the Land Registry, the Securing Parties shall procure that no person (other than itself) shall be registered under the Land Registration Act 2002 as proprietor of all or any part of any Charged Property, without the prior written consent of the Secured Parties.
- 7.8.2. Whether or not title to any Charged Property is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is registered against the Securing Parties' title to any Charged Property, the Securing Parties shall immediately provide the Secured Parties with full particulars of the circumstances relating to such caution or notice. If such caution or notice was registered to protect a purported interest the creation of which is not permitted under this Deed, the Securing Parties shall immediately, and at its own expense, take such steps as the Secured Parties may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.
- 7.8.3. The Securing Parties shall be liable for the costs and expenses of the Secured Parties in lodging cautions against the registration of the title to the whole or any part of any Charged Property from time to time.

7.9. Development restrictions

The Securing Parties shall not, without the prior written consent of the Secured Parties:

- 7.9.1. make or, insofar as it is able, permit others to make any application for planning permission or development consent in respect of any Charged Property; or
- 7.9.2. carry out or permit or suffer to be carried out on any Charged Property any development (as defined in each of the Town and Country

Planning Act 1990 and the Planning Act 2008) or change or permit or suffer to be changed the use of any Charged Property.

7.10. Environment

The Securing Parties shall in respect of each Charged Property:

7.10.1. comply in all material respects with all the requirements of Environmental Law; and

7.10.2. obtain and comply in all material respects with all Environmental Licences.

7.11. No restrictive obligations

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

7.12. Proprietary rights

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

7.13. Inspection

The Securing Parties shall permit the Secured Parties, any Receiver and any person appointed by either of them to enter on and inspect any Charged Property on reasonable prior notice.

7.14. Property information

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

7.15. VAT option to tax

The Securing Parties shall not, without the prior written consent of the Secured Parties:

- 7.15.1. exercise any VAT option to tax in relation to any Charged Property; or
- 7.15.2. revoke any VAT option to tax exercised, and disclosed to the Secured Parties, before the date of this Deed.

8. INVESTMENTS COVENANTS

8.1. Deposit of title documents

8.1.1. The Company shall:

- 8.1.1.1. on the execution of this Deed, deposit with the Secured Parties, or as the Secured Parties may direct, all stock or share certificates and other documents of title or evidence of ownership relating to any Investments owned by the Securing Parties at that time; and
- 8.1.1.2. on the purchase or acquisition by it of Investments after the date of this Deed, deposit with the Secured Parties, or as the Secured Parties may direct, all stock or share certificates and other documents of title or evidence of ownership relating to those Investments.

8.1.2. At the same time as depositing documents with the Secured Parties, or as the Secured Parties may direct, in accordance with clause 8.1.1, the Company shall also deposit with the Secured Parties, or as the Secured Parties may direct:

- 8.1.2.1. all stock transfer forms relating to the relevant Investments duly completed and executed by or on behalf of the Company, but with the name of the transferee, the consideration and the date left blank; and
- 8.1.2.2. any other documents (in each case duly completed and executed by or on behalf of the Securing Parties) that the Company may request to enable it or any of its nominees, or any purchaser or transferee, to be registered as the owner of, or otherwise obtain a legal title to, or to perfect its security interest in any of the relevant Investments,

so that the Secured Parties may, at any time and without notice to the Company, complete and present those stock transfer forms and other documents to the issuer of the Investments for registration.

8.2. Nominations

- 8.2.1. The Company shall terminate with immediate effect all nominations it may have made (including, without limitation, any nomination made

under section 145 or section 146 of the Companies Act 2006) in respect of any Investments and, pending that termination, procure that any person so nominated:

8.2.1.1. does not exercise any rights in respect of any Investments without the prior written approval of the Secured Parties; and

8.2.1.2. immediately on receipt by it, forward to the Secured Parties all communications or other information received by it in respect of any Investments for which it has been so nominated.

8.2.2. The Company shall not, during the Security Period, exercise any rights (including, without limitation, any rights under sections 145 and 146 of the Companies Act 2006) to nominate any person in respect of any of the Investments.

8.3. Pre-emption rights and restrictions on transfer

The Company shall:

8.3.1. obtain all consents, waivers, approvals and permissions that are necessary, under the articles of association (or otherwise) of an issuer of any Investments, for the transfer of the Investments to the Secured Parties or its nominee, or to a purchaser on enforcement of the security constituted by this Deed; and

8.3.2. procure the amendment of the share transfer provisions (including, but not limited to, deletion of any pre-emption provisions) under the articles of association, other constitutional document or otherwise of each issuer of the Investments in any manner that the Secured Parties may require in order to permit the transfer of the Investments to the Secured Parties or its nominee, or to a purchaser on enforcement of the security constituted by this Deed.

8.4. Dividends and voting rights before enforcement

8.4.1. Before the security constituted by this Deed becomes enforceable, the Company may retain and apply for its own use all dividends, interest and other monies paid or payable in respect of the Investments and, if any are paid or payable to the Secured Parties or any of its nominees, the Secured Parties will hold all those dividends, interest and other monies received by it for the Securing Parties and will pay them to the Company promptly on request.

8.4.2. Before the security constituted by this Deed becomes enforceable, the Company may exercise all voting and other rights and powers in respect of the Investments or, if any of the same are exercisable by

the Secured Parties or any of its nominees, to direct in writing the exercise of those voting and other rights and powers provided that:

- 8.4.2.1. it shall not do so in any way that would breach any provision of the SPA or this Deed or for any purpose inconsistent with the SPA or this Deed; and
 - 8.4.2.2. the exercise of, or the failure to exercise, those voting rights or other rights and powers would not, in the Secured Party's opinion, have an adverse effect on the value of the Investments or otherwise prejudice the Secured Parties' security under this Deed.
- 8.4.3. The Company shall indemnify the Secured Parties against any loss or liability incurred by the Secured Parties (or its nominee) as a consequence of the Secured Parties (or its nominee) acting in respect of the Investments at the direction of the Company.
- 8.4.4. The Secured Parties shall not, by exercising or not exercising any voting rights or otherwise, be construed as permitting or agreeing to any variation or other change in the rights attaching to or conferred by any of the Investments that the Secured Parties considers prejudicial to, or impairing the value of, the security created by this Deed.

8.5. Dividends and voting rights after enforcement

After the security constituted by this Deed has become enforceable:

- 8.5.1. all dividends and other distributions paid in respect of the Investments and received by the Company shall be held by the Company on trust for the Secured Parties and immediately paid into a Designated Account or, if received by the Secured Parties, may be applied by the Secured Parties in accordance with clause 17.1; and
- 8.5.2. all voting and other rights and powers attaching to the Investments may be exercised by, or at the direction of, the Secured Parties and the Company shall, and shall procure that its nominees shall, comply with any directions the Secured Parties may give, in its absolute discretion, concerning the exercise of those rights and powers.

8.6. Calls on Investments

Notwithstanding the security created by this Deed, the Company shall promptly pay all calls, instalments and other payments that may be or become due and payable in respect of all or any of the Investments. The Company acknowledges that the Secured Parties shall not be under any liability in respect of any such calls, instalments or other payments.

8.7. No alteration of constitutional documents or rights attaching to Investments

The Company shall not, without the prior written consent of the Secured Parties, amend, or agree to the amendment of:

- 8.7.1. the memorandum or articles of association, or any other constitutional documents, of any issuer of the Investments that is not a public company; or
- 8.7.2. the rights or liabilities attaching to, or conferred by, all or any of the Investments.

8.8. Preservation of Investments

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

- 8.8.1. consolidate or subdivide any of the Investments, or re-organise, exchange, repay or reduce its share capital in any way;
- 8.8.2. issue any new shares or stock; or
- 8.8.3. refuse to register any transfer of any of the Investments that may be lodged with it for registration by, or on behalf of, the Secured Parties or the Company in accordance with this Deed.

8.9. Investments information

The Company shall, promptly following receipt, send to the Secured Parties copies of any notice, circular, report, accounts and any other document received by it that relates to the Investments.

8.10. Compliance with requests for information

The Company shall promptly send a copy to the Secured Parties of, and comply with, all requests for information which is within its knowledge and which are made under any law or regulation or any similar provision in any articles of association or other constitutional document, or by any listing or other authority, relating to any of the Investments. If it fails to do so, the Secured Parties may elect to provide such information as it may have on behalf of the Company.

9. EQUIPMENT COVENANTS

9.1. Maintenance of Equipment

The Securing Parties shall:

- 9.1.1. maintain the Equipment in good and serviceable condition (except for expected fair wear and tear) in compliance with all relevant manuals, handbooks, manufacturer's instructions and recommendations and maintenance or servicing schedules;
- 9.1.2. at its own expense, renew and replace any parts of the Equipment when they become obsolete, worn out or damaged with parts of a similar quality and of equal or greater value; and
- 9.1.3. not permit any Equipment to be:
 - 9.1.3.1. used or handled other than by properly qualified and trained persons; or
 - 9.1.3.2. overloaded or used for any purpose for which it is not designed or reasonably suitable.

9.2. Payment of Equipment taxes

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

10. INTELLECTUAL PROPERTY COVENANTS

10.1. Preservation of rights

The Securing Parties shall take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property including (without limitation) by observing all covenants and stipulations relating to those rights, and by paying all applicable renewal fees, licence fees and other outgoings.

10.2. Registration of Intellectual Property

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

10.3. Maintenance of Intellectual Property

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

11. POWERS OF THE SECURED PARTIES

11.1. Power to remedy

11.1.1. The Secured Parties shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Securing Parties of any of its obligations contained in this Deed.

11.1.2. The Securing Parties irrevocably authorises the Secured Parties and its agents to do all things that are necessary or desirable for that purpose.

11.1.3. Any monies expended by the Secured Parties in remedying a breach by the Securing Parties of its obligations contained in this Deed shall be reimbursed by the Securing Parties to the Secured Parties on a full indemnity basis and shall carry interest in accordance with clause 18.1.

11.2. Exercise of rights

11.2.1. The rights of the Secured Parties under clause 11.1 are without prejudice to any other rights of the Secured Parties under this Deed.

11.2.2. The exercise of any rights of the Secured Parties under this Deed shall not make the Secured Parties liable to account as a mortgagee in possession.

11.3. Power to dispose of chattels

11.3.1. At any time after the security constituted by this Deed has become enforceable, the Secured Parties or any Receiver may, as agent for the Securing Parties, dispose of any chattels or produce found on any Charged Property.

11.3.2. Without prejudice to any obligation to account for the proceeds of any disposal made under clause 11.3.1, the Securing Parties shall indemnify the Secured Parties and any Receiver against any liability arising from any disposal made under clause 11.3.1.

11.4. Secured Parties have Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may, after the

security constituted by this Deed has become enforceable, be exercised by the Secured Parties in relation to any of the Secured Assets whether or not it has taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

11.5. Conversion of currency

- 11.5.1. For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Secured Parties may convert any monies received, recovered or realised by it under this Deed (including the proceeds of any previous conversion under this clause 11.5) from their existing currencies of denomination into any other currencies of denomination that the Secured Parties may think fit.
- 11.5.2. Any such conversion shall be effected at Barclays Bank Plc then prevailing spot selling rate of exchange for such other currency against the existing currency.
- 11.5.3. Each reference in this clause 11.5 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

11.6. New accounts

- 11.6.1. If the Secured Parties receives, or is deemed to have received, notice of any subsequent Security, or other interest, affecting all or part of the Secured Assets, the Secured Parties may open a new account for the Securing Parties in the Secured Parties' books. Without prejudice to the Secured Parties' right to combine accounts, no money paid to the credit of the Securing Parties in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.
- 11.6.2. If the Secured Parties does not open a new account immediately on receipt of the notice, or deemed notice, under clause 11.6.1, then, unless the Secured Parties gives express written notice to the contrary to the Securing Parties, all payments made by the Securing Parties to the Secured Parties shall be treated as having been credited to a new account of the Securing Parties and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Secured Parties.

11.7. Indulgence

The Secured Parties may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this Deed (whether or not any such person is jointly liable with the

Securing Parties) in respect of any of the Secured Liabilities, or of any other security for them without prejudice either to this Deed or to the liability of the Securing Parties for the Secured Liabilities.

11.8. Appointment of an Administrator

11.8.1. The Secured Parties may, without notice to the Securing Parties, appoint any one or more persons to be an Administrator of the Securing Parties pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this Deed becomes enforceable.

11.8.2. Any appointment under this clause 11.8 shall:

11.8.2.1. be in writing signed by a duly authorised signatory of the Secured Party; and

11.8.2.2. take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.

11.8.3. The Secured Parties may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this clause 11.8 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

11.9. Further advances

The Secured Parties covenants with the Securing Parties that it shall perform its obligations to make advances under the SPA (including any obligation to make available further advances).

12. WHEN SECURITY BECOMES ENFORCEABLE

12.1. Discretion

After the security constituted by this Deed has become enforceable, the Secured Parties may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Secured Assets.

13. ENFORCEMENT OF SECURITY

13.1. Enforcement powers

- 13.1.1. For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- 13.1.2. The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this Deed) shall be immediately exercisable at any time after the security constituted by this Deed has become enforceable under clause 12.1.
- 13.1.3. Section 103 of the LPA 1925 does not apply to the security constituted by this Deed.

13.2. Extension of statutory powers of leasing

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Secured Parties and any Receiver, at any time after the security constituted by this Deed has become enforceable, whether in its own name or in that of the Securing Party, to:

- 13.2.1. grant a lease or agreement for lease;
- 13.2.2. accept surrenders of leases; or
- 13.2.3. grant any option in respect of the whole or any part of the Secured Assets with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Securing Parties, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Secured Parties or Receiver thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

13.3. Access on enforcement

- 13.3.1. At any time after the Secured Parties have demanded payment of the Secured Liabilities or if the Securing Parties defaults in the performance of its obligations under this Deed or the SPA, the Securing Parties will allow the Secured Parties or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Secured Asset and for that purpose to enter on any premises where a Secured Asset is situated (or where the Secured Parties or a Receiver reasonably believes a Secured Asset to be situated) without

incurring any liability to the Securing Parties for, or by any reason of, that entry.

- 13.3.2. At all times, the Securing Parties must use its best endeavours to allow the Secured Parties or its Receiver access to any premises for the purpose of clause 13.3.1 (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.

13.4. Redemption of prior Security

- 13.4.1. At any time after the security constituted by this Deed has become enforceable, the Secured Parties may:

- 13.4.1.1. redeem any prior Security over any Secured Asset;
- 13.4.1.2. procure the transfer of that Security to itself; and
- 13.4.1.3. settle and pass the accounts of the holder of any prior Security (and any accounts so settled and passed shall, in the absence of any manifest error, be conclusive and binding on the Securing Parties).

- 13.4.2. The Securing Parties shall pay to the Secured Parties immediately on demand all principal, interest, costs, charges and expenses of, and incidental to, any such redemption or transfer, and such amounts shall be secured by this Deed as part of the Secured Liabilities.

13.5. Protection of third parties

No purchaser, mortgagee or other person dealing with the Secured Parties, any Receiver or any Delegate shall be concerned to enquire:

- 13.5.1. whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- 13.5.2. whether any power the Secured Parties, a Receiver or Delegate is purporting to exercise has become exercisable or is being properly exercised; or
- 13.5.3. how any money paid to the Secured Parties, any Receiver or any Delegate is to be applied.

13.6. Privileges

Each Receiver and the Secured Parties is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

13.7. No liability as mortgagee in possession

Neither the Secured Parties nor any Receiver or Delegate shall be liable, by reason of entering into possession of a Secured Asset or for any other reason, to account as mortgagee in possession in respect of all or any of the Secured Assets, nor shall any of them be liable for any loss on realisation of, or for any act, default or omission for which a mortgagee in possession might be liable.

13.8. Conclusive discharge to purchasers

The receipt of the Secured Parties, or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any acquisition in the exercise of their respective powers, the Secured Parties, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it thinks fit.

13.9. Right of appropriation

13.9.1. To the extent that:

14. RECEIVER

14.1. Appointment

At any time after the security constituted by this Deed has become enforceable, or at the request of the Securing Parties, the Secured Parties may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Secured Assets.

14.2. Removal

The Secured Parties may, without further notice (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receiver), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

14.3. Remuneration

The Secured Parties may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925, and the

remuneration of the Receiver shall be a debt secured by this Deed, to the extent not otherwise discharged.

14.4. Power of appointment additional to statutory powers

The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Secured Parties under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

14.5. Power of appointment exercisable despite prior appointments

The power to appoint a Receiver (whether conferred by this Deed or by statute) shall be, and remain, exercisable by the Secured Parties despite any prior appointment in respect of all or any part of the Secured Assets.

14.6. Agent of the Securing Parties

Any Receiver appointed by the Secured Parties under this Deed shall be the agent of the Securing Parties and the Securing Parties shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Securing Parties goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Secured Parties.

15. POWERS OF RECEIVER

15.1. General

- 15.1.1. Any Receiver appointed by the Secured Parties under this Deed shall, in addition to the powers conferred on it by statute, have the rights, powers and discretions set out in clause 15.2 to clause 15.22.
- 15.1.2. A Receiver has all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the LPA 1925, and shall have those rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986 whether it is an administrative receiver or not.
- 15.1.3. If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing it states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

15.1.4. Any exercise by a Receiver of any of the powers given by clause 15 may be on behalf of the Securing Party, the directors of the Securing Parties (in the case of the power contained in clause 15.15) or itself.

15.2. Repair and develop Charged Properties

A Receiver may undertake or complete any works of repair, alteration, building or development on the Charged Properties and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

15.3. Grant or accept surrenders of leases

A Receiver may grant, or accept, surrenders of any leases or tenancies affecting any Secured Asset on any terms, and subject to any conditions, that it thinks fit.

15.4. Employ personnel and advisers

15.4.1. A Receiver may provide services and employ or engage any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that it thinks fit.

15.4.2. A Receiver may discharge any such person or any such person appointed by the Securing Party.

15.5. Make and revoke VAT options to tax

A Receiver may make, exercise or revoke any VAT option to tax as it thinks fit.

15.6. Remuneration

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by it) that the Secured Parties may prescribe or agree with it.

15.7. Possession

A Receiver may take immediate possession of, get in and realise any Secured Asset.

15.8. Manage or reconstruct the Securing Party's business

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Securing Parties.

15.9. Dispose of Secured Assets

A Receiver may sell, exchange, convert into money and realise all or any of the Secured Assets in respect of which it is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as it thinks fit. Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Secured Assets to be sold.

15.10. Sever fixtures and fittings

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

15.11. Valid receipts

A Receiver may give a valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Secured Assets.

15.12. Make settlements

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who claims to be a creditor of the Securing Parties or relating in any way to any Secured Asset.

15.13. Legal action

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Secured Assets as it thinks fit.

15.14. Improve the Equipment

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

15.15. Make calls on Securing Parties members

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

15.16. Insure

A Receiver may, if it thinks fit, but without prejudice to the indemnity in clause 18, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Securing Parties under this Deed.

15.17. Subsidiaries

A Receiver may form a subsidiary of the Securing Parties and transfer to that subsidiary any Secured Asset

15.18. Borrow

A Receiver may, for whatever purpose it thinks fit, raise and borrow money either unsecured or on the security of all or any of the Secured Assets in respect of which it is appointed on any terms that it thinks fit (including, if the Secured Parties consents, terms under which that security ranks in priority to this Deed).

15.19. Redeem prior Security

A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Securing Parties, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

15.20. Delegation

A Receiver may delegate its powers in accordance with this Deed.

15.21. Absolute beneficial owner

A Receiver may, in relation to any of the Secured Assets, exercise all powers, authorisations and rights it would be capable of exercising as, and do all those acts and things, an absolute beneficial owner could exercise or do, in the ownership and management of the Secured Assets or any part of the Secured Assets.

15.22. Incidental powers

A Receiver may do any other acts and things that it:

15.22.1. may consider desirable or necessary for realising any of the Secured Assets;

15.22.2. may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this Deed or law; or

15.22.3. lawfully may or can do as agent for the Securing Parties.

16. DELEGATION

16.1. Delegation

The Secured Parties or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Deed (including the power of attorney granted under clause 20.1).

16.2. Terms

The Secured Parties and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

16.3. Liability

Neither the Secured Parties nor any Receiver shall be in any way liable or responsible to the Securing Parties for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

17. APPLICATION OF PROCEEDS

17.1. Order of application of proceeds

All monies received or recovered by the Secured Parties, a Receiver or a Delegate under this Deed or in connection with the realisation or enforcement of all or part of the security constituted by this Deed (other than sums received under any Insurance Policy), shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority (but without prejudice to the Secured Party's right to recover any shortfall from the Securing Parties):

- 17.1.1. in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Secured Parties (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this Deed, and of all remuneration due to any Receiver under or in connection with this Deed;
- 17.1.2. in or towards payment of the Secured Liabilities in any order and manner that the Secured Parties determines; and
- 17.1.3. in payment of the surplus (if any) to the Securing Parties or other person entitled to it.

17.2. Appropriation

Neither the Secured Parties, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

17.3. Suspense account

All monies received by the Secured Parties, a Receiver or a Delegate under this Deed (other than sums received under any Insurance Policy that are not going to be applied in or towards discharge of the Secured Liabilities):

- 17.3.1. may, at the discretion of the Secured Parties, Receiver or Delegate, be credited to a suspense account;
- 17.3.2. shall bear interest, if any, at the rate agreed in writing between the Secured Parties and the Securing Parties; and
- 17.3.3. may be held in that account for so long as the Secured Parties, Receiver or Delegate thinks fit.

18. COSTS AND INDEMNITY

18.1. Costs

The Securing Parties shall, promptly on demand, pay to, or reimburse, the Secured Parties and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Secured Party, any Receiver or any Delegate in connection with:

18.1.1. this Deed or the Secured Assets;

18.1.2. taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Secured Party's, a Receiver's or a Delegate's rights under this Deed; or

18.1.3. taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost, charge, expense, tax or liability arose until full discharge of that cost, charge, expense, tax or liability (whether before or after judgment, liquidation, winding-up or administration of the Securing Party) at the rate and in the manner specified in the SPA.

18.2. Indemnity

18.2.1. The Securing Parties shall indemnify the Secured Parties, each Receiver and each Delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

18.2.1.1. the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Deed or by law in respect of the Secured Assets;

18.2.1.2. taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this Deed; or

18.2.1.3. any default or delay by the Securing Parties in performing any of its obligations under this Deed.

- 18.2.2. Any past or present employee or agent may enforce the terms of this clause 18.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

19. FURTHER ASSURANCE

19.1. Further assurance

The Securing Parties shall promptly, at its own expense, take whatever action the Secured Parties or any Receiver may reasonably require for:

- 19.1.1. creating, perfecting or protecting the security created or intended to be created by this Deed;
- 19.1.2. facilitating the realisation of any Secured Asset; or
- 19.1.3. facilitating the exercise of any right, power, authority or discretion exercisable by the Secured Parties or any Receiver in respect of any Secured Asset,

including, without limitation the execution of any mortgage, transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Secured Assets (whether to the Secured Parties or to its nominee) and the giving of any notice, order or direction and the making of any filing or registration which, in any such case, the Secured Parties may consider necessary or desirable.

20. POWER OF ATTORNEY

20.1. Appointment of attorneys

By way of security, the Securing Parties irrevocably appoints the Secured Parties, every Receiver and every Delegate separately to be the attorney of the Securing Parties and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

- 20.1.1. the Securing Parties is required to execute and do under this Deed; or
- 20.1.2. any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this Deed or by law on the Secured Parties, any Receiver or any Delegate.

20.2. Ratification of acts of attorneys

The Securing Parties ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or

purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 20.1.

21. RELEASE

Subject to clause 28.3, at the end of the Security Period, the Secured Parties shall, at the request and cost of the Securing Parties, take whatever action is necessary to:

- 21.1.1. release the Secured Assets from the security constituted by this Deed; and
- 21.1.2. reassign the Secured Assets to the Securing Parties.

22. ASSIGNMENT AND TRANSFER

22.1. Assignment by Secured Parties

- 22.1.1. At any time, without the consent of the Securing Parties, the Secured Parties may assign or transfer any or all of its rights and obligations under this Deed.
- 22.1.2. The Secured Parties may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Securing Parties, the Secured Assets and this Deed that the Secured Parties considers appropriate.

22.2. Assignment by Securing Parties

The Securing Parties may not assign any of its rights, or transfer any of its rights or obligations, under this Deed.

23. SET-OFF

23.1. Secured Parties' right of set-off

The Secured Parties may at any time set off any liability of the Securing Parties to the Secured Parties against any liability of the Secured Parties to the Securing Parties, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Deed. If the liabilities to be set off are expressed in different currencies, the Secured Parties may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Secured Parties of its rights under this clause 23 shall

not limit or affect any other rights or remedies available to it under this Deed or otherwise.

23.2. No obligation to set off

The Secured Parties is not obliged to exercise its rights under clause 23.1. If, however, it does exercise those rights it must promptly notify the Securing Parties of the set-off that has been made.

23.3. Exclusion of Securing Parties' right of set-off

All payments made by the Securing Parties to the Secured Parties under this Deed shall be made in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

24. AMENDMENTS, WAIVERS AND CONSENTS

24.1. Amendments

No amendment of this Deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

24.2. Waivers and consents

24.2.1. A waiver of any right or remedy under this Deed or by law, or any consent given under this Deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

24.2.2. A failure or delay by a party to exercise any right or remedy provided under this Deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Deed. No single or partial exercise of any right or remedy provided under this Deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Deed by the Secured Parties shall be effective unless it is in writing.

24.3. Rights and remedies

The rights and remedies provided under this Deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

25. SEVERANCE

25.1. Severance

If any provision (or part of a provision) of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Deed.

26. COUNTERPARTS

26.1. Counterparts

26.1.1. This Deed 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 one deed.

26.1.2. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

27. THIRD PARTY RIGHTS

27.1. Third party rights

Except as expressly provided elsewhere in this Deed, a person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

28. FURTHER PROVISIONS

28.1. Independent security

The security constituted by this Deed shall be in addition to, and independent of, any other security or guarantee that the Secured Parties may hold for any of the Secured Liabilities at any time. No prior security held by the Secured Parties over the whole or any part of the Secured Assets shall merge in the security created by this Deed.

28.2. Continuing security

The security constituted by this Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Secured Parties discharge this Deed in writing.

28.3. Discharge conditional

Any release, discharge or settlement between the Securing Parties and the Secured Parties shall be deemed conditional on no payment or security received by the Secured Parties in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded under any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

- 28.3.1. the Secured Parties or its nominee may retain this Deed and the security created by or under it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that the Secured Parties deem necessary to provide the Secured Parties with security against any such avoidance, reduction or order for refund; and
- 28.3.2. the Secured Parties may recover the value or amount of such security or payment from the Securing Parties subsequently as if the release, discharge or settlement had not occurred.

28.4. Certificates

A certificate or determination by the Secured Parties as to any amount for the time being due to it from the Securing Parties under this Deed and the SPA shall be, in the absence of any manifest error, conclusive evidence of the amount due.

28.5. Consolidation

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this Deed.

28.6. Small company moratorium

Notwithstanding anything to the contrary in this Deed, neither the obtaining of a moratorium by the Securing Parties under schedule A1 to the Insolvency Act 1986 nor the doing of anything by the Securing Parties with a view to obtaining such a moratorium (including any preliminary decision or investigation) shall be, or be construed as:

- 28.6.1. an event under this Deed which causes any floating charge created by this Deed to crystallise;
- 28.6.2. an event under this Deed which causes any restriction which would not otherwise apply to be imposed on the disposal of any property by the Securing Parties; or
- 28.6.3. a ground under this Deed for the appointment of a Receiver.

29. NOTICES

29.1. Delivery

Any notice or other communication given to a party under or in connection with this Deed shall be:

- 29.1.1. in writing;
- 29.1.2. delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax; and
- 29.1.3. sent to:
 - 29.1.3.1. the Securing Parties at:
Palace Group Ruxley, Old Maidstone Road, Sidcup, Kent, DA14 5AZ
Attention: Neville Pearson
 - 29.1.3.2. the Secured Parties at:
11 Canon Hill, Southgate, London, N14 7DJ
Attention: Charalambos Charalambous

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

29.2. Receipt by Securing Parties

Any notice or other communication that the Secured Parties gives to the Securing Parties shall be deemed to have been received:

- 29.2.1. if delivered by hand, at the time it is left at the relevant address;

29.2.2. if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and

29.2.3. if sent by fax, when received in legible form.

A notice or other communication given as described in clause 29.2.1 or clause 29.2.3 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

29.3. Receipt by Secured Parties

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

29.4. Service of proceedings

This clause 29 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

29.5. No notice by email

A notice or other communication given under or in connection with this Deed is not valid if sent by email.

30. GOVERNING LAW AND JURISDICTION

30.1. Governing law

This Deed 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.

30.2. Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation.

30.3. Other service

The Securing Parties irrevocably consents to any process in any legal action or proceedings under clause 30.2 being served on it in accordance with the provisions of this Deed relating to service of notices. Nothing contained in this Deed shall affect the right to serve process in any other manner permitted by law.

This Deed has been entered into on the date stated at the beginning of this Deed.

Schedule 1

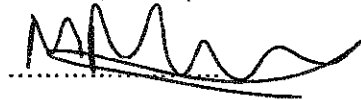
Real Property

Part 1

Registered Property

None at the date of this deed

Executed (but not delivered until the date first stated) as a deed by **PALACE GROUP HOLDINGS LTD** acting by **DOMINIC FIORE** a director, in the presence of:



Signature of Witness:

Name, Address and Occupation of Witness:

Matthew Nicholas
114C WOODFIELD ROAD, LEIGHONSEA SS9 1ET
DIRECTOR WATTS SA

Executed (but not delivered until the date first stated) as a deed by **SPRAYTECH COACHWORKS LTD** acting by **DOMINIC FIORE** a director, in the presence of:



Signature of Witness:

Name, Address and Occupation of Witness:

MATTHEW NICHOLAS
114C WOODFIELD ROAD, LEIGHONSEA SS9 1ET
DIRECTOR WATTS SA

Signed (but not delivered until the date first stated) as a deed by **CHARALAMBOS CHARALAMBOUS**:

.....

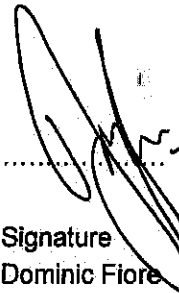
Signature of Witness:

Name, Address and Occupation of Witness:



Signature of
Dominic Fiore

Director



Signature of
Dominic Fiore

Director

.....
Signature of
Charalambos
Charalambous

Director

Signed (but not delivered until the date first stated)
as a deed by **ANNA CHARALAMBOUS**:

.....

Signature of Witness:

Name, Address and Occupation of Witness:

.....

Signature of Anna
Charalambous

Director

Signed (but not delivered until the date first stated)
as a deed by **ALEX CHARALAMBOUS**:

.....

Signature of Witness:

Name, Address and Occupation of Witness:

.....

Signature of Alex
Charalambous

Director

Signed (but not delivered until the date first stated)
as a deed by **ANDREW CHARALAMBOUS**:

.....

Signature of Witness:

Name, Address and Occupation of Witness:

.....

Signature of
Andrew
Charalambous

Director

Dated

10 July

2019

- (1) SPRAYTECH COACHWORKS LTD
- (2) PALACE GROUP HOLDINGS LTD
- (3) CHARALAMBOS CHARALAMBOUS
- (4) ANNA CHARALAMBOUS
- (5) ALEX CHARALAMBOUS
- (6) ANDREW CHARALAMBOUS

DEBENTURE

We hereby certify this to be a true
copy of the original.
Nicholas & Co

Solicitors
18-22 Wigmore Street
London W1U 2RG



10/7/2019

Contents

Clause	Page
1. Definitions and interpretation	2
2. Covenant to pay	7
3. Grant of security	7
4. Liability of the Securing Parties	10
5. Representations and warranties	10
6. General covenants	12
7. Property covenants	17
8. Investments covenants	21
9. Equipment covenants	25
10. Intellectual Property covenants	25
11. Powers of the Secured Parties	26
12. When security becomes enforceable	28
13. Enforcement of security	28
14. Receiver	31
15. Powers of Receiver	32
16. Delegation	36
17. Application of proceeds	37
18. Costs and indemnity	38
19. Further assurance	39
20. Power of attorney	39
21. Release	40
22. Assignment and transfer	40
23. Set-off	40
24. Amendments, waivers and consents	41
25. Severance	42
26. Counterparts	42
27. Third party rights	42
28. Further provisions	42
29. Notices	44
30. Governing law and jurisdiction	45
 Schedule	
1. Real Property	47

THIS DEED is dated 9th July 2019

Parties

- (1) **SPRAYTECH COACHWORKS LTD** incorporated and registered in England and Wales with company number 11713953 whose registered office is at 1 Kings Avenue, London, United Kingdom, N21 3NA (**Spraytech**);
- (2) **PALACE GROUP HOLDINGS LTD** incorporated and registered in England and Wales with company number 11831133 whose registered office is at Unit 7, 8 and 9 Tait Road, Tait Road Industrial Estate, Croydon, London, United Kingdom, CR0 2DT (**Company**);
- (3) **CHARALAMBOS CHARALAMOUS** and **ANNA CHARALAMBOUS** of 11 Canon Hill, Southgate, London, N14 7DJ, **ALEX CHARALAMBOUS** of 11 Canon Hill, Southgate, London, N14 7DJ, and **ANDREW CHARALAMBOUS** of 11 Canon Hill, Southgate, London, N14 7DJ, (each a **Secured Party** and together the **Secured Parties**).

Background

- (A) Pursuant to the terms of the SPA, the Company owes to the Secured Parties the Deferred Consideration, payment of which is to be secured in accordance with the terms of this Deed.
- (B) Under this Deed, the Securing Parties provides security to the Secured Parties in respect of Deferred Consideration under the SPA.

Agreed terms

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

Terms defined in the SPA shall, unless otherwise defined in this Deed, have the same meaning in this Deed. In addition, the following definitions apply in this Deed:

Administrator: an administrator appointed to manage the affairs, business and property of the Securing Parties pursuant to clause 11.8.

Book Debts: all present and future book and other debts, and monetary claims due or owing to the Securing Parties, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Securing Parties in relation to any of them.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Charged Property: any freehold, leasehold or commonhold property the subject of the security constituted by this Deed and references to **Charged Property** shall include references to the whole or any part or part of it.

Delegate: any person appointed by the Secured Parties or any Receiver pursuant to clause 16 and any person appointed as attorney of the Secured Party, Receiver or Delegate.

Designated Account: any account of the Securing Parties nominated by the Secured Parties as a designated account for the purposes of this Deed.

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

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

Environmental Licence: any authorisation, permit or licence necessary under Environmental Law in respect of any of the Secured Assets.

Equipment: all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property owned by the Securing Parties or in which it has an interest, including any part of it and all spare parts, replacements, modifications and additions.

Insurance Policy: each contract and policy of insurance effected or maintained by the Securing Parties from time to time in respect of its assets or business (including, without limitation, any contract or policy of insurance relating to the Charged Properties or the Equipment).

Intellectual Property: the Securing Party's present and future patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Investments: all shares legally or beneficially owned by or on behalf of the Company in Spraytech.

LPA 1925: the Law of Property Act 1925.

Receiver: a receiver, receiver and manager or administrative receiver appointed by the Secured Parties under clause 14.

Secured Assets: all the assets, property and undertaking of the Securing Parties which are, or are expressed to be, subject to the Security created by, or pursuant to, this Deed (and references to the Secured Assets shall include references to any part of them).

Secured Liabilities: all present and future obligations and liabilities of the Securing Parties to the Secured Party, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the SPA or this Deed (including, without limitation, those arising under clause 28), together with all interest (including, without limitation, default interest) accruing in respect of those obligations or liabilities.

Securing Parties: each of the Company and Spraytech.

Security: any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

Security Period: the period starting on the date of this Deed and ending on the date on which the Secured Parties is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

SPA: the share purchase agreement entered into between the Company (1) and the Securing Parties (2) on or around the date of this Deed.

VAT: value added tax or any equivalent tax chargeable in the UK or elsewhere.

1.2. Interpretation

In this Deed:

- 1.2.1. clause, Schedule and paragraph headings shall not affect the interpretation of this Deed;
- 1.2.2. a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- 1.2.3. unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.4. unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.5. a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this Deed shall be binding on, and enure to the benefit of, the parties to this Deed and their respective

personal representatives, successors, permitted assigns and permitted transferees;

- 1.2.6. a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.7. a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.8. a reference to **writing** or **written** excludes fax;
- 1.2.9. an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.10. a reference to **this Deed** (or any provision of it) or to any other agreement or document referred to in this Deed is a reference to this Deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Deed) from time to time;
- 1.2.11. unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this Deed and a reference to a paragraph is to a paragraph of the relevant Schedule;
- 1.2.12. any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.2.13. a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amend** and **amended** shall be construed accordingly);
- 1.2.14. a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.15. a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- 1.2.16. a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and
- 1.2.17. a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.3. Clawback

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

1.4. Nature of security over real property

A reference in this Deed to a charge or mortgage of or over any Charged Property includes:

- 1.4.1. all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery that are situated on or form part of that Charged Property at any time;
- 1.4.2. the proceeds of the sale of any part of that Charged Property and any other monies paid or payable in respect of or in connection with that Charged Property;
- 1.4.3. the benefit of any covenants for title given, or entered into, by any predecessor in title of the Securing Parties in respect of that Charged Property, and any monies paid or payable in respect of those covenants; and
- 1.4.4. all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property.

1.5. Nature of security over Investments

A reference in this Deed to any share, stock, debenture or other security or investment includes:

- 1.5.1. any dividend, interest or other distribution paid or payable in respect of that share, stock, debenture or other security or investment;
- 1.5.2. any right, money, shares or property accruing, offered or issued at any time in relation to that share, stock, debenture or other security or investment by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.

1.6. Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the SPA and of any side letters between any parties in relation to the SPA are incorporated into this Deed.

1.7. Perpetuity period

If the rule against perpetuities applies to any trust created by this Deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1.8. Schedules

The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.

2. COVENANT TO PAY

The Securing Parties shall, on demand, pay to the Secured Parties and discharge the Secured Liabilities when they become due.

3. GRANT OF SECURITY

3.1. Legal mortgage

As a continuing security for the payment and discharge of the Secured Liabilities, the Securing Parties with full title guarantee charges to the Secured Parties, by way of a first legal mortgage, all estates or interests in any freehold, leasehold or commonhold property now owned by it, including the real property (if any) specified in Schedule 1.

3.2. Fixed charges

As a continuing security for the payment and discharge of the Secured Liabilities, the Securing Parties with full title guarantee charges to the Secured Parties by way of a first fixed charge:

- 3.2.1. all present and future estates or interests of the Securing Parties in, or over, any freehold, leasehold or commonhold property (other than any such property effectively mortgaged under clause 3.1);
- 3.2.2. the benefit of all other contracts, guarantees, appointments and warranties relating to each Charged Property and other documents to which the Securing Parties is a party or which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of any Charged Property or otherwise relating to any Charged Property (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for its benefit under or arising from any of them, all

remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them);

- 3.2.3. all licences, consents and authorisations (statutory or otherwise) held or required in connection with its business or the use of any Secured Asset, and all rights in connection with them;
- 3.2.4. all its present and future goodwill;
- 3.2.5. all its uncalled capital;
- 3.2.6. all the Equipment;
- 3.2.7. all the Intellectual Property;
- 3.2.8. all the Investments;
- 3.2.9. all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account), together with all other rights and benefits accruing to or arising in connection with each account (including, but not limited to, entitlements to interest);
- 3.2.10. all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy, to the extent not effectively assigned under clause 3.3; and
- 3.2.11. all its rights in respect of all agreements, instruments and rights relating to the Secured Assets, to the extent not effectively assigned under clause 3.3.

3.3. Assignment

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

- 3.3.1. all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy; and
- 3.3.2. the benefit of all agreements, instruments and rights relating to the Secured Assets.

3.4. Floating charge

As a continuing security for the payment and discharge of the Secured Liabilities, the Securing Parties with full title guarantee charges to the Secured Parties, by way of first floating charge, all its undertaking, property, assets and rights not otherwise effectively mortgaged, charged or assigned under clause 3.1 to clause 3.3 inclusive.

3.5. Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3.4.

3.6. Automatic crystallisation of floating charge

The floating charge created by clause 3.4 shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if:

3.6.1. the Securing Parties:

3.6.1.1. creates, or attempts to create, without the prior written consent of the Secured Parties, Security or a trust in favour of another person over all or any part of the Secured Assets (except as expressly permitted by the terms of this Deed or the SPA); or

3.6.1.2. disposes, or attempts to dispose of, all or any part of the Secured Assets (other than Secured Assets that are only subject to the floating charge while it remains uncrystallised);

3.6.2. any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets; or

3.6.3. a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Securing Parties.

3.7. Assets acquired after any floating charge has crystallised

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

4. LIABILITY OF THE SECURING PARTIES

4.1. Liability not discharged

The Securing Parties' liability under this Deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- 4.1.1. any security, guarantee, indemnity, remedy or other right held by, or available to, the Secured Parties that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- 4.1.2. the Secured Parties renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- 4.1.3. any other act or omission that, but for this clause 4.1, might have discharged, or otherwise prejudiced or affected, the liability of the Securing Parties.

4.2. Immediate recourse

The Securing Parties waives any right it may have to require the Secured Parties to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Deed against the Securing Parties.

5. REPRESENTATIONS AND WARRANTIES

5.1. Times for making representations and warranties

The Securing Parties make the representations and warranties set out in this clause 5 to the Secured Parties on the date of this Deed are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

5.2. Ownership of Secured Assets

The Securing Parties are the sole legal and beneficial owner of, and has good, valid and marketable title to, the Secured Assets.

5.3. No Security

The Secured Assets are free from any Security other than the Security created by this Deed.

5.4. No adverse claims

The Securing Parties have not received, or acknowledged notice of, any adverse claim by any person in respect of the Secured Assets or any interest in them.

5.5. No adverse covenants

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

5.6. No breach of laws

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

5.7. No interference in enjoyment

No facility necessary for the enjoyment and use of the Secured Assets is subject to terms entitling any person to terminate or curtail its use.

5.8. No overriding interests

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

5.9. Avoidance of security

No Security expressed to be created under this Deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Securing Parties or otherwise.

5.10. Enforceable security

This Deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Securing Parties, and is, and will continue to be,

effective security over all and every part of the Secured Assets in accordance with its terms.

5.11. Investments

- 5.11.1. The Investments are fully paid and are not subject to any option to purchase or similar rights.
- 5.11.2. No constitutional document of an issuer of an Investment, nor any other agreement:
 - 5.11.2.1. restricts or inhibits any transfer of the Investments on creation or enforcement of the security constituted by this Deed; or
 - 5.11.2.2. contains any rights of pre-emption in relation to the Investments.
- 5.11.3. The Securing Parties have complied with all notices relating to all or any of the Investments received by it pursuant to sections 790D and 790E of the Companies Act 2006.
- 5.11.4. No warning notice has been issued under paragraph 1(2) of Schedule 1B of the Companies Act 2006, and no restrictions notice has been issued under paragraph 1(3) of Schedule 1B of the Companies Act 2006, in respect of all or any of the Investments.

6. GENERAL COVENANTS

6.1. Negative pledge and disposal restrictions

The Securing Parties shall not at any time, except with the prior written consent of the Secured Parties:

- 6.1.1. create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Security created by this Deed;
- 6.1.2. sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Secured Assets (except, in the ordinary course of business, Secured Assets that are only subject to an uncrystallised floating charge); or
- 6.1.3. create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party.

6.2. Preservation of Secured Assets

The Securing Parties shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Secured Party, or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this Deed.

6.3. Compliance with laws and regulations

6.3.1. The Securing Parties shall not, without the Secured Party's prior written consent, use or permit the Secured Assets to be used in any way contrary to law.

6.3.2. The Securing Parties shall:

6.3.2.1. comply with the requirements of any law or regulation relating to or affecting the Secured Assets or the use of it or any part of them;

6.3.2.2. obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Secured Assets or their use or that are necessary to preserve, maintain or renew any Secured Asset; and

6.3.2.3. promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Secured Assets.

6.4. Enforcement of rights

The Securing Parties shall use its best endeavours to:

6.4.1. procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Securing Parties and forming part of the Secured Assets of the covenants and other obligations imposed on such counterparty (including each insurer in respect of an Insurance Policy); and

6.4.2. enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets that the Secured Parties may require from time to time.

6.5. Notice of misrepresentation and breaches

The Securing Parties shall, promptly on becoming aware of any of the same, notify the Secured Parties in writing of:

6.5.1. any representation or warranty set out in this Deed that is incorrect or misleading in any material respect when made or deemed to be repeated; and

6.5.2. any breach of any covenant set out in this Deed.

6.6. Title documents

The Securing Parties shall, as so required by the Secured Parties, deposit with the Secured Parties and the Secured Parties shall, for the duration of this Deed be entitled to hold:

6.6.1. all deeds and documents of title relating to the Secured Assets that are in the possession or control of the Securing Parties (and if these are not within the possession or control of the Securing Parties, the Securing Parties undertakes to obtain possession of all these deeds and documents of title); and

6.6.2. all Insurance Policies.

6.7. Insurance

6.7.1. The Securing Parties shall insure and keep insured (or where, in the case of any leasehold property, insurance is the responsibility of the landlord under the terms of the lease, either procure that the landlord insures and keeps insured or, if and to the extent that the landlord does not do so, itself insure and keep insured) the Secured Assets against:

6.7.1.1. loss or damage by fire or terrorist acts, including any third party liability arising from such acts;

6.7.1.2. other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Securing Party; and

6.7.1.3. any other risk, perils and contingencies as the Secured Parties may reasonably require.

6.7.2. Any such insurance must be with an insurance company or underwriters, and on such terms, as are reasonably acceptable to the Secured Parties, and must include property owners' public liability and third party liability insurance and be for not less than the replacement value of the relevant Secured Assets (meaning in the case of any premises on any Charged Property, the total cost of entirely rebuilding, reinstating or replacing the premises in the event of their being destroyed, together with architects', surveyors', engineers' and other professional fees and charges for shoring or propping up, demolition, site clearance and reinstatement with adequate allowance for inflation) and, in the case of any Charged Property, loss of rents payable by the tenants or other occupiers of any Charged Property for a period of at

least three years, including provision for increases in rent during the period of insurance.

6.7.3. The Securing Parties shall, if requested by the Secured Parties, produce to the Secured Parties each policy, certificate or cover note relating to any insurance as is required by clause 6.7.1 (or where, in the case of any leasehold property, that insurance is effected by the landlord, such evidence of insurance as the Securing Parties is entitled to obtain from the landlord under the terms of the relevant lease).

6.7.4. The Securing Parties shall, if requested by the Secured Parties, procure that a note of the Secured Party's interest is endorsed on each insurance policy (other than public liability and third party liability insurances) effected or maintained by it or any person on its behalf in accordance with clause 6.7.1 but without the Secured Parties having any liability for any premium in relation to those insurance policies unless it has expressly and specifically requested to be made liable in respect of any increase in premium or unpaid premium in respect of any Insurance Policy.

6.8. Insurance premiums

The Securing Parties shall:

6.8.1. promptly pay all premiums in respect of each insurance policy as is required by clause 6.7.1 and do all other things necessary to keep that policy in full force and effect; and

6.8.2. (if the Secured Parties so require) give to the Secured Parties copies of the receipts for all premiums and other payments necessary for effecting and keeping up each insurance policy as is required by clause 6.7.1 (or where, in the case of leasehold property, insurance is effected by the landlord, such evidence of the payment of premiums as the Securing Parties is entitled to obtain from the landlord under the terms of the relevant lease).

6.9. No invalidation of insurance

The Securing Parties shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any insurance policy as is required by clause 6.7.1.

6.10. Proceeds from insurance policies

All monies payable under any insurance policy maintained by the Securing Parties in accordance with clause 6.7.1 at any time (whether or not the security constituted by this Deed has become enforceable) shall:

- 6.10.1. be paid immediately to the Secured Parties;
- 6.10.2. if they are not paid directly to the Secured Parties by the insurers, be held, pending such payment, by the Securing Parties as trustee of the same for the benefit of the Secured Parties; and
- 6.10.3. be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or, after the security constituted by this Deed has become enforceable and if the Secured Parties so directs, in or towards discharge or reduction of the Secured Liabilities.

6.11. Information

The Securing Parties shall:

- 6.11.1. give the Secured Parties such information concerning the location, condition, use and operation of the Secured Assets as the Secured Parties may require;
- 6.11.2. permit any persons designated by the Secured Parties and any Receiver to enter on its premises and inspect and examine any Secured Asset, and the records relating to that Secured Asset, at all reasonable times and on reasonable prior notice; and
- 6.11.3. promptly notify the Secured Parties in writing of any action, claim, notice or demand made by or against it in connection with all or any part of a Secured Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim, notice or demand, together with, in each case, the Securing Parties' proposals for settling, liquidating, compounding or contesting any such action, claim, notice or demand and shall, subject to the Secured Parties' prior approval, implement those proposals at its own expense.

6.12. Payment of outgoings

The Securing Parties shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Secured Assets and, on demand, produce evidence of payment to the Secured Parties.

7. PROPERTY COVENANTS

7.1. Repair and maintenance

The Securing Parties shall keep all premises and fixtures and fittings on each Charged Property in good and substantial repair and condition and shall keep all premises adequately and properly painted and decorated and replace any fixtures and fittings which have become worn out or otherwise unfit for use with others of a like nature and equal value.

7.2. No alterations

The Securing Parties shall not, without the prior written consent of the Secured Parties:

- 7.2.1. pull down or remove the whole, or any part of, any building forming part of any Charged Property or permit the same to occur;
- 7.2.2. make or permit to be made any material alterations to any Charged Property, or sever or remove or permit to be severed or removed, any of its fixtures or fittings (except to make any necessary repairs or renew or replace the same in accordance with clause 7.1); or
- 7.2.3. remove or make any material alterations to any of the Equipment belonging to, or in use by, the Securing Parties on any Charged Property (except to effect necessary repairs or replace them with new or improved models or substitutes).

7.3. Conduct of business on Charged Properties

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

7.4. Notices or claims relating to the property

7.4.1. The Securing Parties shall:

- 7.4.1.1. give full particulars to the Secured Parties of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority (a Notice) that specifically applies to any Charged Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice; and

7.4.1.2. (if the Secured Parties so requires) immediately, and at the cost of the Securing Parties, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Secured Parties in making, any objections or representations in respect of that Notice that the Secured Parties thinks fit.

7.4.2. The Securing Parties shall give full particulars to the Secured Parties of any claim, notice or other communication served on it in respect of any modification, suspension or revocation of any Environmental Licence or any alleged breach of any Environmental Law, in each case relating to any Charged Property.

7.5. Compliance with and enforcement of covenants

The Securing Parties shall:

7.5.1. observe and perform all covenants, stipulations and conditions to which each Charged Property, or the use of it, is or may be subject, and (if the Secured Parties so requires) produce to the Secured Parties evidence sufficient to satisfy the Secured Parties that those covenants, stipulations and conditions have been observed and performed; and

7.5.2. diligently enforce all covenants, stipulations and conditions benefiting each Charged Property and shall not (and shall not agree to) waive, release or vary any of the same.

7.6. Payment of outgoings

The Securing Parties shall pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed on each Charged Property or on its occupier.

7.7. Leases and licences affecting the Charged Properties

The Securing Parties shall not, without the prior written consent of the Secured Parties (which consent, in the case of clause 7.7.4, is not to be unreasonably withheld or delayed in circumstances in which the Securing Parties may not unreasonably withhold or delay its consent):

7.7.1. grant any licence or tenancy affecting the whole or any part of any Charged Property, or exercise the statutory powers of leasing or of accepting surrenders under sections 99 or 100 of the LPA 1925 (or agree to grant any such licence or tenancy, or agree to exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925);

- 7.7.2. in any other way dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of any Charged Property (or agree to dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of any Charged Property);
- 7.7.3. let any person into occupation of or share occupation of the whole or any part of any Charged Property; or
- 7.7.4. grant any consent or licence under any lease or licence affecting any Charged Property.

7.8. Registration restrictions and cautions against first registration and notices

- 7.8.1. If the title to any Charged Property is not registered at the Land Registry, the Securing Parties shall procure that no person (other than itself) shall be registered under the Land Registration Act 2002 as proprietor of all or any part of any Charged Property, without the prior written consent of the Secured Parties.
- 7.8.2. Whether or not title to any Charged Property is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is registered against the Securing Parties' title to any Charged Property, the Securing Parties shall immediately provide the Secured Parties with full particulars of the circumstances relating to such caution or notice. If such caution or notice was registered to protect a purported interest the creation of which is not permitted under this Deed, the Securing Parties shall immediately, and at its own expense, take such steps as the Secured Parties may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.
- 7.8.3. The Securing Parties shall be liable for the costs and expenses of the Secured Parties in lodging cautions against the registration of the title to the whole or any part of any Charged Property from time to time.

7.9. Development restrictions

The Securing Parties shall not, without the prior written consent of the Secured Parties:

- 7.9.1. make or, insofar as it is able, permit others to make any application for planning permission or development consent in respect of any Charged Property; or
- 7.9.2. carry out or permit or suffer to be carried out on any Charged Property any development (as defined in each of the Town and Country

Planning Act 1990 and the Planning Act 2008) or change or permit or suffer to be changed the use of any Charged Property.

7.10. Environment

The Securing Parties shall in respect of each Charged Property:

7.10.1. comply in all material respects with all the requirements of Environmental Law; and

7.10.2. obtain and comply in all material respects with all Environmental Licences.

7.11. No restrictive obligations

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

7.12. Proprietary rights

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

7.13. Inspection

The Securing Parties shall permit the Secured Parties, any Receiver and any person appointed by either of them to enter on and inspect any Charged Property on reasonable prior notice.

7.14. Property information

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

7.15. VAT option to tax

The Securing Parties shall not, without the prior written consent of the Secured Parties:

- 7.15.1. exercise any VAT option to tax in relation to any Charged Property; or
- 7.15.2. revoke any VAT option to tax exercised, and disclosed to the Secured Parties, before the date of this Deed.

8. INVESTMENTS COVENANTS

8.1. Deposit of title documents

8.1.1. The COmpany shall:

8.1.1.1. on the execution of this Deed, deposit with the Secured Parties, or as the Secured Parties may direct, all stock or share certificates and other documents of title or evidence of ownership relating to any Investments owned by the Securing Parties at that time; and

8.1.1.2. on the purchase or acquisition by it of Investments after the date of this Deed, deposit with the Secured Parties, or as the Secured Parties may direct, all stock or share certificates and other documents of title or evidence of ownership relating to those Investments.

8.1.2. At the same time as depositing documents with the Secured Parties, or as the Secured Parties may direct, in accordance with clause 8.1.1, the Company shall also deposit with the Secured Parties, or as the Secured Parties may direct:

8.1.2.1. all stock transfer forms relating to the relevant Investments duly completed and executed by or on behalf of the Company, but with the name of the transferee, the consideration and the date left blank; and

8.1.2.2. any other documents (in each case duly completed and executed by or on behalf of the Securing Parties) that the Company may request to enable it or any of its nominees, or any purchaser or transferee, to be registered as the owner of, or otherwise obtain a legal title to, or to perfect its security interest in any of the relevant Investments,

so that the Secured Parties may, at any time and without notice to the Company, complete and present those stock transfer forms and other documents to the issuer of the Investments for registration.

8.2. Nominations

8.2.1. The Company shall terminate with immediate effect all nominations it may have made (including, without limitation, any nomination made

under section 145 or section 146 of the Companies Act 2006) in respect of any Investments and, pending that termination, procure that any person so nominated:

8.2.1.1. does not exercise any rights in respect of any Investments without the prior written approval of the Secured Parties; and

8.2.1.2. immediately on receipt by it, forward to the Secured Parties all communications or other information received by it in respect of any Investments for which it has been so nominated.

8.2.2. The Company shall not, during the Security Period, exercise any rights (including, without limitation, any rights under sections 145 and 146 of the Companies Act 2006) to nominate any person in respect of any of the Investments.

8.3. Pre-emption rights and restrictions on transfer

The Company shall:

8.3.1. obtain all consents, waivers, approvals and permissions that are necessary, under the articles of association (or otherwise) of an issuer of any Investments, for the transfer of the Investments to the Secured Parties or its nominee, or to a purchaser on enforcement of the security constituted by this Deed; and

8.3.2. procure the amendment of the share transfer provisions (including, but not limited to, deletion of any pre-emption provisions) under the articles of association, other constitutional document or otherwise of each issuer of the Investments in any manner that the Secured Parties may require in order to permit the transfer of the Investments to the Secured Parties or its nominee, or to a purchaser on enforcement of the security constituted by this Deed.

8.4. Dividends and voting rights before enforcement

8.4.1. Before the security constituted by this Deed becomes enforceable, the Company may retain and apply for its own use all dividends, interest and other monies paid or payable in respect of the Investments and, if any are paid or payable to the Secured Parties or any of its nominees, the Secured Parties will hold all those dividends, interest and other monies received by it for the Securing Parties and will pay them to the Company promptly on request.

8.4.2. Before the security constituted by this Deed becomes enforceable, the Company may exercise all voting and other rights and powers in respect of the Investments or, if any of the same are exercisable by

the Secured Parties or any of its nominees, to direct in writing the exercise of those voting and other rights and powers provided that:

8.4.2.1. it shall not do so in any way that would breach any provision of the SPA or this Deed or for any purpose inconsistent with the SPA or this Deed; and

8.4.2.2. the exercise of, or the failure to exercise, those voting rights or other rights and powers would not, in the Secured Party's opinion, have an adverse effect on the value of the Investments or otherwise prejudice the Secured Parties' security under this Deed.

8.4.3. The Company shall indemnify the Secured Parties against any loss or liability incurred by the Secured Parties (or its nominee) as a consequence of the Secured Parties (or its nominee) acting in respect of the Investments at the direction of the Company.

8.4.4. The Secured Parties shall not, by exercising or not exercising any voting rights or otherwise, be construed as permitting or agreeing to any variation or other change in the rights attaching to or conferred by any of the Investments that the Secured Parties considers prejudicial to, or impairing the value of, the security created by this Deed.

8.5. Dividends and voting rights after enforcement

After the security constituted by this Deed has become enforceable:

8.5.1. all dividends and other distributions paid in respect of the Investments and received by the Company shall be held by the Company on trust for the Secured Parties and immediately paid into a Designated Account or, if received by the Secured Parties, may be applied by the Secured Parties in accordance with clause 17.1; and

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

8.6. Calls on Investments

Notwithstanding the security created by this Deed, the Company shall promptly pay all calls, instalments and other payments that may be or become due and payable in respect of all or any of the Investments. The Company acknowledges that the Secured Parties shall not be under any liability in respect of any such calls, instalments or other payments.

8.7. No alteration of constitutional documents or rights attaching to Investments

The Company shall not, without the prior written consent of the Secured Parties, amend, or agree to the amendment of:

- 8.7.1. the memorandum or articles of association, or any other constitutional documents, of any issuer of the Investments that is not a public company; or
- 8.7.2. the rights or liabilities attaching to, or conferred by, all or any of the Investments.

8.8. Preservation of Investments

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

- 8.8.1. consolidate or subdivide any of the Investments, or re-organise, exchange, repay or reduce its share capital in any way;
- 8.8.2. issue any new shares or stock; or
- 8.8.3. refuse to register any transfer of any of the Investments that may be lodged with it for registration by, or on behalf of, the Secured Parties or the Company in accordance with this Deed.

8.9. Investments information

The Company shall, promptly following receipt, send to the Secured Parties copies of any notice, circular, report, accounts and any other document received by it that relates to the Investments.

8.10. Compliance with requests for information

The Company shall promptly send a copy to the Secured Parties of, and comply with, all requests for information which is within its knowledge and which are made under any law or regulation or any similar provision in any articles of association or other constitutional document, or by any listing or other authority, relating to any of the Investments. If it fails to do so, the Secured Parties may elect to provide such information as it may have on behalf of the Company.

9. EQUIPMENT COVENANTS

9.1. Maintenance of Equipment

The Securing Parties shall:

- 9.1.1. maintain the Equipment in good and serviceable condition (except for expected fair wear and tear) in compliance with all relevant manuals, handbooks, manufacturer's instructions and recommendations and maintenance or servicing schedules;
- 9.1.2. at its own expense, renew and replace any parts of the Equipment when they become obsolete, worn out or damaged with parts of a similar quality and of equal or greater value; and
- 9.1.3. not permit any Equipment to be:
 - 9.1.3.1. used or handled other than by properly qualified and trained persons; or
 - 9.1.3.2. overloaded or used for any purpose for which it is not designed or reasonably suitable.

9.2. Payment of Equipment taxes

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

10. INTELLECTUAL PROPERTY COVENANTS

10.1. Preservation of rights

The Securing Parties shall take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property including (without limitation) by observing all covenants and stipulations relating to those rights, and by paying all applicable renewal fees, licence fees and other outgoings.

10.2. Registration of Intellectual Property

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

10.3. Maintenance of Intellectual Property

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

11. POWERS OF THE SECURED PARTIES

11.1. Power to remedy

11.1.1. The Secured Parties shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Securing Parties of any of its obligations contained in this Deed.

11.1.2. The Securing Parties irrevocably authorises the Secured Parties and its agents to do all things that are necessary or desirable for that purpose.

11.1.3. Any monies expended by the Secured Parties in remedying a breach by the Securing Parties of its obligations contained in this Deed shall be reimbursed by the Securing Parties to the Secured Parties on a full indemnity basis and shall carry interest in accordance with clause 18.1.

11.2. Exercise of rights

11.2.1. The rights of the Secured Parties under clause 11.1 are without prejudice to any other rights of the Secured Parties under this Deed.

11.2.2. The exercise of any rights of the Secured Parties under this Deed shall not make the Secured Parties liable to account as a mortgagee in possession.

11.3. Power to dispose of chattels

11.3.1. At any time after the security constituted by this Deed has become enforceable, the Secured Parties or any Receiver may, as agent for the Securing Parties, dispose of any chattels or produce found on any Charged Property.

11.3.2. Without prejudice to any obligation to account for the proceeds of any disposal made under clause 11.3.1, the Securing Parties shall indemnify the Secured Parties and any Receiver against any liability arising from any disposal made under clause 11.3.1.

11.4. Secured Parties have Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may, after the

security constituted by this Deed has become enforceable, be exercised by the Secured Parties in relation to any of the Secured Assets whether or not it has taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

11.5. Conversion of currency

- 11.5.1. For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Secured Parties may convert any monies received, recovered or realised by it under this Deed (including the proceeds of any previous conversion under this clause 11.5) from their existing currencies of denomination into any other currencies of denomination that the Secured Parties may think fit.
- 11.5.2. Any such conversion shall be effected at Barclays Bank Plc then prevailing spot selling rate of exchange for such other currency against the existing currency.
- 11.5.3. Each reference in this clause 11.5 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

11.6. New accounts

- 11.6.1. If the Secured Parties receives, or is deemed to have received, notice of any subsequent Security, or other interest, affecting all or part of the Secured Assets, the Secured Parties may open a new account for the Securing Parties in the Secured Parties' books. Without prejudice to the Secured Parties' right to combine accounts, no money paid to the credit of the Securing Parties in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.
- 11.6.2. If the Secured Parties does not open a new account immediately on receipt of the notice, or deemed notice, under clause 11.6.1, then, unless the Secured Parties gives express written notice to the contrary to the Securing Parties, all payments made by the Securing Parties to the Secured Parties shall be treated as having been credited to a new account of the Securing Parties and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Secured Parties.

11.7. Indulgence

The Secured Parties may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this Deed (whether or not any such person is jointly liable with the

Securing Parties) in respect of any of the Secured Liabilities, or of any other security for them without prejudice either to this Deed or to the liability of the Securing Parties for the Secured Liabilities.

11.8. Appointment of an Administrator

11.8.1. The Secured Parties may, without notice to the Securing Parties, appoint any one or more persons to be an Administrator of the Securing Parties pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this Deed becomes enforceable.

11.8.2. Any appointment under this clause 11.8 shall:

11.8.2.1. be in writing signed by a duly authorised signatory of the Secured Party; and

11.8.2.2. take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.

11.8.3. The Secured Parties may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this clause 11.8 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

11.9. Further advances

The Secured Parties covenants with the Securing Parties that it shall perform its obligations to make advances under the SPA (including any obligation to make available further advances).

12. WHEN SECURITY BECOMES ENFORCEABLE

12.1. Discretion

After the security constituted by this Deed has become enforceable, the Secured Parties may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Secured Assets.

13. ENFORCEMENT OF SECURITY

13.1. Enforcement powers

- 13.1.1. For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- 13.1.2. The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this Deed) shall be immediately exercisable at any time after the security constituted by this Deed has become enforceable under clause 12.1.
- 13.1.3. Section 103 of the LPA 1925 does not apply to the security constituted by this Deed.

13.2. Extension of statutory powers of leasing

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Secured Parties and any Receiver, at any time after the security constituted by this Deed has become enforceable, whether in its own name or in that of the Securing Party, to:

- 13.2.1. grant a lease or agreement for lease;
- 13.2.2. accept surrenders of leases; or
- 13.2.3. grant any option in respect of the whole or any part of the Secured Assets with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Securing Parties, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Secured Parties or Receiver thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

13.3. Access on enforcement

- 13.3.1. At any time after the Secured Parties have demanded payment of the Secured Liabilities or if the Securing Parties defaults in the performance of its obligations under this Deed or the SPA, the Securing Parties will allow the Secured Parties or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Secured Asset and for that purpose to enter on any premises where a Secured Asset is situated (or where the Secured Parties or a Receiver reasonably believes a Secured Asset to be situated) without

incurring any liability to the Securing Parties for, or by any reason of, that entry.

- 13.3.2. At all times, the Securing Parties must use its best endeavours to allow the Secured Parties or its Receiver access to any premises for the purpose of clause 13.3.1 (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.

13.4. Redemption of prior Security

- 13.4.1. At any time after the security constituted by this Deed has become enforceable, the Secured Parties may:

13.4.1.1. redeem any prior Security over any Secured Asset;

13.4.1.2. procure the transfer of that Security to itself; and

13.4.1.3. settle and pass the accounts of the holder of any prior Security (and any accounts so settled and passed shall, in the absence of any manifest error, be conclusive and binding on the Securing Parties).

- 13.4.2. The Securing Parties shall pay to the Secured Parties immediately on demand all principal, interest, costs, charges and expenses of, and incidental to, any such redemption or transfer, and such amounts shall be secured by this Deed as part of the Secured Liabilities.

13.5. Protection of third parties

No purchaser, mortgagee or other person dealing with the Secured Parties, any Receiver or any Delegate shall be concerned to enquire:

- 13.5.1. whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;

13.5.2. whether any power the Secured Parties, a Receiver or Delegate is purporting to exercise has become exercisable or is being properly exercised; or

- 13.5.3. how any money paid to the Secured Parties, any Receiver or any Delegate is to be applied.

13.6. Privileges

Each Receiver and the Secured Parties is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

13.7. No liability as mortgagee in possession

Neither the Secured Parties nor any Receiver or Delegate shall be liable, by reason of entering into possession of a Secured Asset or for any other reason, to account as mortgagee in possession in respect of all or any of the Secured Assets, nor shall any of them be liable for any loss on realisation of, or for any act, default or omission for which a mortgagee in possession might be liable.

13.8. Conclusive discharge to purchasers

The receipt of the Secured Parties, or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any acquisition in the exercise of their respective powers, the Secured Parties, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it thinks fit.

13.9. Right of appropriation

13.9.1. To the extent that:

14. RECEIVER

14.1. Appointment

At any time after the security constituted by this Deed has become enforceable, or at the request of the Securing Parties, the Secured Parties may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Secured Assets.

14.2. Removal

The Secured Parties may, without further notice (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receiver), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

14.3. Remuneration

The Secured Parties may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925, and the

remuneration of the Receiver shall be a debt secured by this Deed, to the extent not otherwise discharged.

14.4. Power of appointment additional to statutory powers

The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Secured Parties under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

14.5. Power of appointment exercisable despite prior appointments

The power to appoint a Receiver (whether conferred by this Deed or by statute) shall be, and remain, exercisable by the Secured Parties despite any prior appointment in respect of all or any part of the Secured Assets.

14.6. Agent of the Securing Parties

Any Receiver appointed by the Secured Parties under this Deed shall be the agent of the Securing Parties and the Securing Parties shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Securing Parties goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Secured Parties.

15. POWERS OF RECEIVER

15.1. General

15.1.1. Any Receiver appointed by the Secured Parties under this Deed shall, in addition to the powers conferred on it by statute, have the rights, powers and discretions set out in clause 15.2 to clause 15.22.

15.1.2. A Receiver has all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the LPA 1925, and shall have those rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986 whether it is an administrative receiver or not.

15.1.3. If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing it states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

15.1.4. Any exercise by a Receiver of any of the powers given by clause 15 may be on behalf of the Securing Party, the directors of the Securing Parties (in the case of the power contained in clause 15.15) or itself.

15.2. Repair and develop Charged Properties

A Receiver may undertake or complete any works of repair, alteration, building or development on the Charged Properties and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

15.3. Grant or accept surrenders of leases

A Receiver may grant, or accept, surrenders of any leases or tenancies affecting any Secured Asset on any terms, and subject to any conditions, that it thinks fit.

15.4. Employ personnel and advisers

15.4.1. A Receiver may provide services and employ or engage any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that it thinks fit.

15.4.2. A Receiver may discharge any such person or any such person appointed by the Securing Party.

15.5. Make and revoke VAT options to tax

A Receiver may make, exercise or revoke any VAT option to tax as it thinks fit.

15.6. Remuneration

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by it) that the Secured Parties may prescribe or agree with it.

15.7. Possession

A Receiver may take immediate possession of, get in and realise any Secured Asset.

15.8. Manage or reconstruct the Securing Party's business

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Securing Parties.

15.9. Dispose of Secured Assets

A Receiver may sell, exchange, convert into money and realise all or any of the Secured Assets in respect of which it is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as it thinks fit. Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Secured Assets to be sold.

15.10. Sever fixtures and fittings

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

15.11. Valid receipts

A Receiver may give a valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Secured Assets.

15.12. Make settlements

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who claims to be a creditor of the Securing Parties or relating in any way to any Secured Asset.

15.13. Legal action

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Secured Assets as it thinks fit.

15.14. Improve the Equipment

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

15.15. Make calls on Securing Parties members

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

15.16. Insure

A Receiver may, if it thinks fit, but without prejudice to the indemnity in clause 18, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Securing Parties under this Deed.

15.17. Subsidiaries

A Receiver may form a subsidiary of the Securing Parties and transfer to that subsidiary any Secured Asset

15.18. Borrow

A Receiver may, for whatever purpose it thinks fit, raise and borrow money either unsecured or on the security of all or any of the Secured Assets in respect of which it is appointed on any terms that it thinks fit (including, if the Secured Parties consents, terms under which that security ranks in priority to this Deed).

15.19. Redeem prior Security

A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Securing Parties, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

15.20. Delegation

A Receiver may delegate its powers in accordance with this Deed.

15.21. Absolute beneficial owner

A Receiver may, in relation to any of the Secured Assets, exercise all powers, authorisations and rights it would be capable of exercising as, and do all those acts and things, an absolute beneficial owner could exercise or do, in the ownership and management of the Secured Assets or any part of the Secured Assets.

15.22. Incidental powers

A Receiver may do any other acts and things that it:

15.22.1. may consider desirable or necessary for realising any of the Secured Assets;

15.22.2. may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this Deed or law; or

15.22.3. lawfully may or can do as agent for the Securing Parties.

16. DELEGATION

16.1. Delegation

The Secured Parties or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Deed (including the power of attorney granted under clause 20.1).

16.2. Terms

The Secured Parties and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

16.3. Liability

Neither the Secured Parties nor any Receiver shall be in any way liable or responsible to the Securing Parties for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

17. APPLICATION OF PROCEEDS

17.1. Order of application of proceeds

All monies received or recovered by the Secured Parties, a Receiver or a Delegate under this Deed or in connection with the realisation or enforcement of all or part of the security constituted by this Deed (other than sums received under any Insurance Policy), shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority (but without prejudice to the Secured Party's right to recover any shortfall from the Securing Parties):

- 17.1.1. in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Secured Parties (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this Deed, and of all remuneration due to any Receiver under or in connection with this Deed;
- 17.1.2. in or towards payment of the Secured Liabilities in any order and manner that the Secured Parties determines; and
- 17.1.3. in payment of the surplus (if any) to the Securing Parties or other person entitled to it.

17.2. Appropriation

Neither the Secured Parties, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

17.3. Suspense account

All monies received by the Secured Parties, a Receiver or a Delegate under this Deed (other than sums received under any Insurance Policy that are not going to be applied in or towards discharge of the Secured Liabilities):

- 17.3.1. may, at the discretion of the Secured Parties, Receiver or Delegate, be credited to a suspense account;
- 17.3.2. shall bear interest, if any, at the rate agreed in writing between the Secured Parties and the Securing Parties; and
- 17.3.3. may be held in that account for so long as the Secured Parties, Receiver or Delegate thinks fit.

18. COSTS AND INDEMNITY

18.1. Costs

The Securing Parties shall, promptly on demand, pay to, or reimburse, the Secured Parties and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Secured Party, any Receiver or any Delegate in connection with:

18.1.1. this Deed or the Secured Assets;

18.1.2. taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Secured Party's, a Receiver's or a Delegate's rights under this Deed; or

18.1.3. taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost, charge, expense, tax or liability arose until full discharge of that cost, charge, expense, tax or liability (whether before or after judgment, liquidation, winding-up or administration of the Securing Party) at the rate and in the manner specified in the SPA.

18.2. Indemnity

18.2.1. The Securing Parties shall indemnify the Secured Parties, each Receiver and each Delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

18.2.1.1. the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Deed or by law in respect of the Secured Assets;

18.2.1.2. taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this Deed; or

18.2.1.3. any default or delay by the Securing Parties in performing any of its obligations under this Deed.

- 18.2.2. Any past or present employee or agent may enforce the terms of this clause 18.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

19. FURTHER ASSURANCE

19.1. Further assurance

The Securing Parties shall promptly, at its own expense, take whatever action the Secured Parties or any Receiver may reasonably require for:

- 19.1.1. creating, perfecting or protecting the security created or intended to be created by this Deed;
- 19.1.2. facilitating the realisation of any Secured Asset; or
- 19.1.3. facilitating the exercise of any right, power, authority or discretion exercisable by the Secured Parties or any Receiver in respect of any Secured Asset,

including, without limitation the execution of any mortgage, transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Secured Assets (whether to the Secured Parties or to its nominee) and the giving of any notice, order or direction and the making of any filing or registration which, in any such case, the Secured Parties may consider necessary or desirable.

20. POWER OF ATTORNEY

20.1. Appointment of attorneys

By way of security, the Securing Parties irrevocably appoints the Secured Parties, every Receiver and every Delegate separately to be the attorney of the Securing Parties and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

- 20.1.1. the Securing Parties is required to execute and do under this Deed; or
- 20.1.2. any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this Deed or by law on the Secured Parties, any Receiver or any Delegate.

20.2. Ratification of acts of attorneys

The Securing Parties ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or

purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 20.1.

21. RELEASE

Subject to clause 28.3, at the end of the Security Period, the Secured Parties shall, at the request and cost of the Securing Parties, take whatever action is necessary to:

21.1.1. release the Secured Assets from the security constituted by this Deed; and

21.1.2. reassign the Secured Assets to the Securing Parties.

22. ASSIGNMENT AND TRANSFER

22.1. Assignment by Secured Parties

22.1.1. At any time, without the consent of the Securing Parties, the Secured Parties may assign or transfer any or all of its rights and obligations under this Deed.

22.1.2. The Secured Parties may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Securing Parties, the Secured Assets and this Deed that the Secured Parties considers appropriate.

22.2. Assignment by Securing Parties

The Securing Parties may not assign any of its rights, or transfer any of its rights or obligations, under this Deed.

23. SET-OFF

23.1. Secured Parties' right of set-off

The Secured Parties may at any time set off any liability of the Securing Parties to the Secured Parties against any liability of the Secured Parties to the Securing Parties, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Deed. If the liabilities to be set off are expressed in different currencies, the Secured Parties may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Secured Parties of its rights under this clause 23 shall

not limit or affect any other rights or remedies available to it under this Deed or otherwise.

23.2. No obligation to set off

The Secured Parties is not obliged to exercise its rights under clause 23.1. If, however, it does exercise those rights it must promptly notify the Securing Parties of the set-off that has been made.

23.3. Exclusion of Securing Parties' right of set-off

All payments made by the Securing Parties to the Secured Parties under this Deed shall be made in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

24. AMENDMENTS, WAIVERS AND CONSENTS

24.1. Amendments

No amendment of this Deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

24.2. Waivers and consents

24.2.1. A waiver of any right or remedy under this Deed or by law, or any consent given under this Deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

24.2.2. A failure or delay by a party to exercise any right or remedy provided under this Deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Deed. No single or partial exercise of any right or remedy provided under this Deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Deed by the Secured Parties shall be effective unless it is in writing.

24.3. Rights and remedies

The rights and remedies provided under this Deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

25. SEVERANCE

25.1. Severance

If any provision (or part of a provision) of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Deed.

26. COUNTERPARTS

26.1. Counterparts

26.1.1. This Deed 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 one deed.

26.1.2. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

27. THIRD PARTY RIGHTS

27.1. Third party rights

Except as expressly provided elsewhere in this Deed, a person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

28. FURTHER PROVISIONS

28.1. Independent security

The security constituted by this Deed shall be in addition to, and independent of, any other security or guarantee that the Secured Parties may hold for any of the Secured Liabilities at any time. No prior security held by the Secured Parties over the whole or any part of the Secured Assets shall merge in the security created by this Deed.

28.2. Continuing security

The security constituted by this Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Secured Parties discharge this Deed in writing.

28.3. Discharge conditional

Any release, discharge or settlement between the Securing Parties and the Secured Parties shall be deemed conditional on no payment or security received by the Secured Parties in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded under any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

28.3.1. the Secured Parties or its nominee may retain this Deed and the security created by or under it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that the Secured Parties deem necessary to provide the Secured Parties with security against any such avoidance, reduction or order for refund; and

28.3.2. the Secured Parties may recover the value or amount of such security or payment from the Securing Parties subsequently as if the release, discharge or settlement had not occurred.

28.4. Certificates

A certificate or determination by the Secured Parties as to any amount for the time being due to it from the Securing Parties under this Deed and the SPA shall be, in the absence of any manifest error, conclusive evidence of the amount due.

28.5. Consolidation

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this Deed.

28.6. Small company moratorium

Notwithstanding anything to the contrary in this Deed, neither the obtaining of a moratorium by the Securing Parties under schedule A1 to the Insolvency Act 1986 nor the doing of anything by the Securing Parties with a view to obtaining such a moratorium (including any preliminary decision or investigation) shall be, or be construed as:

- 28.6.1. an event under this Deed which causes any floating charge created by this Deed to crystallise;
- 28.6.2. an event under this Deed which causes any restriction which would not otherwise apply to be imposed on the disposal of any property by the Securing Parties; or
- 28.6.3. a ground under this Deed for the appointment of a Receiver.

29. NOTICES

29.1. Delivery

Any notice or other communication given to a party under or in connection with this Deed shall be:

- 29.1.1. in writing;
 - 29.1.2. delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax; and
 - 29.1.3. sent to:
 - 29.1.3.1. the Securing Parties at:
Palace Group Ruxley, Old Maidstone Road, Sidcup, Kent, DA14 5AZ
Attention: Neville Pearson
 - 29.1.3.2. the Secured Parties at:
11 Canon Hill, Southgate, London, N14 7DJ
Attention: Charalambos Charalambous
- or to any other address or fax number as is notified in writing by one party to the other from time to time.

29.2. Receipt by Securing Parties

Any notice or other communication that the Secured Parties gives to the Securing Parties shall be deemed to have been received:

- 29.2.1. if delivered by hand, at the time it is left at the relevant address;

29.2.2. if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and

29.2.3. if sent by fax, when received in legible form.

A notice or other communication given as described in clause 29.2.1 or clause 29.2.3 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

29.3. Receipt by Secured Parties

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

29.4. Service of proceedings

This clause 29 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

29.5. No notice by email

A notice or other communication given under or in connection with this Deed is not valid if sent by email.

30. GOVERNING LAW AND JURISDICTION

30.1. Governing law

This Deed 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.

30.2. Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation.

30.3. Other service

The Securing Parties irrevocably consents to any process in any legal action or proceedings under clause 30.2 being served on it in accordance with the provisions of this Deed relating to service of notices. Nothing contained in this Deed shall affect the right to serve process in any other manner permitted by law.

This Deed has been entered into on the date stated at the beginning of this Deed.

Schedule 1

Real Property

Part 1

Registered Property

None at the date of this deed

Executed (but not delivered until the date first stated) as a deed by **PALACE GROUP HOLDINGS LTD** acting by **DOMINIC FIORE** a director, in the presence of:

.....
Signature of
Dominic Fiore

.....
Director

Signature of Witness:

Name, Address and Occupation of Witness:

Executed (but not delivered until the date first stated) as a deed by **SPRAYTECH COACHWORKS LTD** acting by **DOMINIC FIORE** a director, in the presence of:

.....
Signature of
Dominic Fiore

.....
Director

Signature of Witness:

Name, Address and Occupation of Witness:

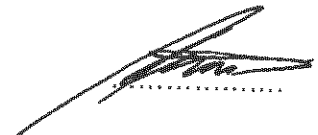
Signed (but not delivered until the date first stated) as a deed by **CHARALAMBOS**

CHARALAMBOS:


.....
NICK NICHOLAS
SOLICITOR

18-22 WIGMORE STREET
LONDON W1U 2RG

Signature of Witness:


.....
Signature of
Charalambos
Charalambous

Director

Name, Address and Occupation of Witness:

Signed (but not delivered until the date first stated)
as a deed by **ANNA CHARALAMBOUS**:





Signature of Anna
Charalambous


Director

Signature of Witness:

NICK NICHOLAS

SOLICITOR
Name, Address and Occupation of Witness:
18-22 WIGMORE STREET
LONDON W1U 2RG

Signed (but not delivered until the date first stated)
as a deed by **ALEX CHARALAMBOUS**:





Signature of Alex
Charalambous

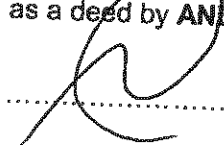
Director

Signature of Witness:

NICK NICHOLAS

SOLICITOR
Name, Address and Occupation of Witness:
18-22 WIGMORE STREET
LONDON W1U 2RG

Signed (but not delivered until the date first stated)
as a deed by **ANDREW CHARALAMBOUS**:





Signature of
Andrew
Charalambous

Director

NICK NICHOLAS
SOLICITOR
Signature of Witness: **18-22 WIGMORE STREET**
LONDON W1U 2RG

Name, Address and Occupation of Witness: