



Companies House

LLMR01(ef)

Registration of a Charge

LLP name: **HENSTRIDGE AIRFIELD PARTNERSHIP NO.2 LLP**
LLP number: **OC320129**

Received for Electronic Filing: **08/05/2013**



Details of Charge

Date of creation: **30/04/2013**
Charge code: **OC32 0129 0002**
Persons entitled: **ALFRED HENRY CHARLES MAYNARD**
Brief description: **EACH PROPERTY SPECIFIED IN SCHEDULE 1 OF THE DEED (BEING THE FREEHOLD LAND BEING LAND AT HENSTRIDGE AIRFIELD, HENSTRIDGE, TEMPLECOMBE, REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBERS WS41421 AND WS45263 AND WS50467), ALL PROPERTIES ACQUIRED BY THE COMPANY IN THE FUTURE AND ALL INTERESTS OF THE COMPANY AT THE DATE OF THE DEED AND IN FUTURE OWNED BY THE COMPANY IN, OR OVER, FREEHOLD OR LEASEHOLD PROPERTY. AT THE DATE OF THE DEED AND IN FUTURE, THE COMPANY'S PATENTS, TRADE MARKS, SERVICE MARKS, TRADE NAMES, DESIGNS, COPYRIGHTS, INVENTIONS, TOPOGRAPHICAL OR SIMILAR RIGHTS, CONFIDENTIAL INFORMATION AND KNOW-HOW AND ANY INTEREST IN ANY OF THESE RIGHTS, WHETHER OR NOT REGISTERED, INCLUDING ALL APPLICATIONS AND RIGHTS TO APPLY FOR REGISTRATION AND ALL FEES, ROYALTIES AND OTHER RIGHTS DERIVED FROM, OR INCIDENTAL TO, THESE RIGHTS. PLEASE SEE THE INSTRUMENT FOR MORE INFORMATION.**

Contains fixed charge(s).

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

Notification of addition to or amendment of charge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 AS APPLIED BY THE LIMITED LIABILITY PARTNERSHIPS (APPLICATION OF COMPANIES ACT 2006) REGULATIONS 2009 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **TOBY LARKHAM FOR ASHFORDS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC320129

Charge code: OC32 0129 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th April 2013 and created by HENSTRIDGE AIRFIELD PARTNERSHIP NO.2 LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013 on 8th May 2013 .

Given at Companies House, Cardiff on 9th May 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 30 April 2013

- (1) HENSTRIDGE AIRFIELD PARTNERSHIP NO. 2 LLP
- (2) ALFRED HENRY CHARLES MAYNARD

DEBENTURE

Ashfords
www.ashfords.co.uk

THIS DEED is dated 30 April 2013

BETWEEN

- (1) **HENSTRIDGE AIRFIELD PARTNERSHIP NO 2 LLP** (No. OC320129) whose registered office is at The Vicarage, Stourton Caundle, Sturminster Newton, Dorset DT10 2JH (the 'Borrower')
- (2) **ALFRED HENRY CHARLES MAYNARD** of Weston House, Stalbridge, Weston Stalbridge, Sturminster Newton, Dorset DT10 2LA (the 'Lender').

AGREED TERMS:-

1. Definitions and interpretation

1.1. Definitions

The following definitions apply in this deed.

Administrator	an administrator appointed to manage the affairs, business and property of the Borrower pursuant to clause 10.9.
Book Debts	all present and future book and other debts, and monetary claims due or owing to the Borrower, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Borrower in relation to any of them.
Business Day	a day (other than a Saturday or Sunday) on which commercial banks are open for general business in London and deposits are dealt with on the London Interbank Market.
Delegate	any person appointed by the Lender or any Receiver pursuant to clause 15 and any person appointed as attorney of the Lender, Receiver or Delegate.
Designated Account	any account of the Borrower nominated by the Lender as a designated account for the purposes of this deed.
Equipment	all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Borrower, including any part of it and all spare parts, replacements, modifications and additions.
Event of Default	any of the following events: <ul style="list-style-type: none">(a) any of the Secured Liabilities are not paid or discharged when the same ought to be paid or discharged by the Borrower (whether on demand, at scheduled maturity, or by acceleration or otherwise, as the case may be); or(b) the occurrence of any of the events listed in paragraph 8 of the Facility Agreement (<i>Events of default</i>); or(c) the Borrower is in breach of any of its obligations under this deed; or

		<p>(d) any representation, warranty or statement made or deemed to be made by the Borrower under this deed is or proves to have been incorrect or misleading in any material respect when made or deemed to be made; or</p> <p>(e) any event occurs as detailed in any agreement between the Lender and the Borrower from time to time to which the parties have agreed the occurrence of which will enable the Lender to take the actions and enforce its rights as set out in this deed.</p>
Facility Agreement		the facility agreement dated on or about the date of this deed between the Borrower and the Lender for the provision of the loan facilities secured by this deed.
Financial Collateral		shall have the meaning given to that expression in the Financial Collateral Regulations.
Financial Regulations	Collateral	the Financial Collateral Arrangements (No 2) Regulations 2003 (<i>SI 2003/3226</i>).
Insurance Policy		each contract and policy of insurance effected or maintained by the Borrower from time to time in respect of its assets or business (including, without limitation, any insurances relating to the Properties or the Equipment).
Intellectual Property		the Borrower's present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights.
Investments		<p>all present and future certificated stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Borrower, including any:</p> <p>(a) dividend, interest or other distribution paid or payable in relation to any of the Investments; and</p> <p>(b) right, money, shares or property accruing, offered or issued at any time in relation to any of the Investments by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.</p>
LPA 1925		Law of Property Act 1925.
Permitted Interest	Security	means any Security Interest listed in the Deed of Priorities.
Properties		all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Borrower, or in which the Borrower holds an interest (including, but not

limited to, the properties specified in Schedule 1), and Property means any of them.

Receiver	a receiver, receiver and manager or administrative receiver of any or all of the Secured Assets appointed by the Lender under clause 13.
Secured Assets	all the assets, property and undertaking for the time being subject to the Security Interests created by, or pursuant to, this deed.
Secured Liabilities	all present and future monies, obligations and liabilities owed by the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, including but not limited to under or in connection with the Facility Agreement or this deed (including, without limitation, those arising under clause 22.3.2), together with all interest (including, without limitation, default interest) accruing in respect of those monies or liabilities.
Security Financial Collateral Arrangement	shall have the meaning given to that expression in the Financial Collateral Regulations.
Security Interest	any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.
Security Period	the period starting on the date of this deed and ending on the date on which the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

1.2. Interpretation

In this deed:

- 1.2.1. reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force for the time being, taking account of any amendment or re-enactment or extension and includes any former statute, statutory provision or subordinate legislation which it amends or re-enacts;
- 1.2.2. unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.3. unless the context otherwise requires, words in the singular include the plural and in the plural include the singular;
- 1.2.4. a reference to a clause or Schedule is to a clause of, or Schedule to, this deed, unless the context otherwise requires;
- 1.2.5. a reference to **this deed** (or any provision of it) or any other document shall be construed as a reference to this deed, that provision or that document as it is in force for the time being and as amended in accordance with its terms or with the agreement of the relevant parties;
- 1.2.6. a reference to a **person** shall include a reference to an individual, firm, company,

corporation, partnership, unincorporated body of persons, or any state or any agency of any person;

- 1.2.7. a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amended** shall be construed accordingly);
- 1.2.8. a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.9. a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- 1.2.10. a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- 1.2.11. a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the discretion of the person making it;
- 1.2.12. a reference to the **Borrower** or the **Lender** shall include its successors, permitted transferees and permitted assigns;
- 1.2.13. clause and schedule headings shall not affect the interpretation of this deed.

1.3. **Clawback**

If the Lender considers that an amount paid by the Borrower in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Borrower 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 Property includes:

- 1.4.1. all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) that are situated on or form part of that Property at any time;
- 1.4.2. the proceeds of the sale of any part of that Property and any other monies paid or payable in respect of or in connection with that Property;
- 1.4.3. the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of that 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 Property.

1.5. **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 Facility Agreement and of any other loan agreements or side letters between any parties in relation thereto are incorporated into this deed.

1.6. **Deed of priorities**

This deed is subject to a deed of priorities dated on or about the date of this deed between (1) the Lender, (2) Michael Alden and Christopher Vining and (3) the Borrower (the "**Deed of Priorities**"). In the event of any inconsistency between the terms of this deed and the Deed

of Priorities, the terms of the Deed of Priorities shall prevail.

1.7. Third party rights

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

1.8. 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).

1.9. 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 Borrower shall, on demand, pay to the Lender 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 Borrower with full title guarantee charges to the Lender, by way of first legal mortgage, each Property specified in Schedule 1.

3.2. Fixed charges

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

- 3.2.1. all Properties acquired by the Borrower in the future;
- 3.2.2. all present and future interests of the Borrower not effectively mortgaged or charged under the preceding provisions of this clause 3 in, or over, freehold or leasehold property;
- 3.2.3. all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property;
- 3.2.4. all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Borrower's business or the use of any Secured Asset, and all rights in connection with them;
- 3.2.5. all its present and future goodwill;
- 3.2.6. all its uncalled capital;
- 3.2.7. all the Equipment;
- 3.2.8. all the Intellectual Property;
- 3.2.9. all the Book Debts;

- 3.2.10. all the Investments; and
- 3.2.11. 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).

3.3. Assignment

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee assigns to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy.

3.4. Floating charge

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned pursuant to 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) be converted into a fixed charge over the assets subject to that floating charge if:

- 3.6.1. the Borrower:
 - 3.6.1.1. creates, or attempts to create, without the prior written consent of the Lender, a Security Interest 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 a Permitted Security Interest); 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 Borrower.

3.7. Crystallisation of floating charge by notice

The Lender may, in its sole discretion, by written notice to the Borrower, convert the floating charge created under this deed into a fixed charge as regards any part of the Secured Assets specified by the Lender in that notice if:

- 3.7.1. an Event of Default occurs and is continuing; or
- 3.7.2. the Lender considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

3.8. Assets acquired after any floating charge has crystallised

Any asset acquired by the Borrower 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 Lender confirms otherwise to the Borrower in writing) be charged to the Lender by way of first fixed charge.

4. Liability of the Borrower

4.1. Liability not discharged

The Borrower's 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 Lender that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- 4.1.2. the Lender 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 Borrower.

4.2. Immediate recourse

The Borrower waives any right it may have to require the Lender 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 Borrower.

5. General covenants

5.1. Negative pledge and disposal restrictions

The Borrower shall not at any time, except with the prior written consent of the Lender:

- 5.1.1. create, purport to create or permit to subsist any Security Interest on, or in relation to, any Secured Asset other than any Security Interest created by this deed or any Permitted Security Interest;
- 5.1.2. 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
- 5.1.3. create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party.

5.2. Preservation of Secured Assets

The Borrower 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 Lender, or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this deed.

5.3. Compliance with laws and regulations

The Borrower shall comply with the requirements of any law and regulation relating to or

affecting the Secured Assets or the use of it or any part of them;

5.4. Title documents

The Borrower shall, as so required by the Lender, deposit with the Lender and the Lender shall, for the duration of this deed be entitled to hold:

- 5.4.1. all deeds and documents of title relating to the Secured Assets that are in the possession or control of the Borrower (and if these are not within the possession or control of the Borrower, the Borrower undertakes to obtain possession of all these deeds and documents of title);
- 5.4.2. all Insurance Policies;
- 5.4.3. all deeds and documents of title (if any) relating to the Book Debts as the Lender may specify from time to time.

5.5. Insurance

5.5.1. The Borrower shall insure and keep insured the Secured Assets against:

- 5.5.1.1. loss or damage by fire or terrorist acts;
- 5.5.1.2. other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Borrower; and
- 5.5.1.3. any other risk, perils and contingencies as the Lender may reasonably require.

Any such insurance must be with an insurance company or underwriters, and on such terms, as are reasonably acceptable to the Lender, and must be for not less than the replacement value of the Secured Assets.

- 5.5.2. The Borrower shall, if requested by the Lender, produce to the Lender the policy, certificate or cover note relating to the insurance required by clause 5.5.1.
- 5.5.3. The Borrower shall, if requested by the Lender, procure that a note of the Lender's interest is endorsed upon each insurance policy maintained by it or any person on its behalf in accordance with clause 5.5.1 and that the terms of each insurance policy require the insurer not to invalidate the policy as against the Lender by reason of the act or default of any other joint or named insured and not to cancel it without giving at least 30 days' prior written notice to the Lender.

5.6. Insurance premiums

The Borrower shall:

- 5.6.1. promptly pay all premiums in respect of each insurance policy maintained by it in accordance with clause 5.5.1 and do all other things necessary to keep that policy in full force and effect; and
- 5.6.2. (if the Lender so requires) produce to, or deposit with, the Lender the receipts for all premiums and other payments necessary for effecting and keeping up each insurance policy maintained by it in accordance with clause 5.5.1.

5.7. No invalidation of insurance

The Borrower 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 maintained by it in accordance

with clause 5.5.1.

5.8. Proceeds of insurance policies

All monies received or receivable by the Borrower under any insurance policy maintained by it in accordance with clause 5.5.1 (including all monies received or receivable by it under any Insurance Policy) at any time (whether or not the security constituted by this deed has become enforceable) shall:

- 5.8.1. immediately be paid into a Designated Account;
- 5.8.2. if they are not paid directly to the Lender by the insurers, be held by the Borrower as trustee of the same for the benefit of the Lender (and the Borrower shall account for them to the Lender); and
- 5.8.3. 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 Lender so directs, in or towards discharge or reduction of the Secured Liabilities.

5.9. Notices to be given by the Borrower

The Borrower shall immediately on the execution of this deed (or, if later, the date of acquisition of the relevant Secured Asset) give notice to each insurer that it has assigned its rights and interest in and under each Insurance Policy under clause 0. The Borrower shall obtain the Lender's prior approval of the form of any notice or acknowledgement to be used under this clause 5.9.

6. Property covenants

6.1. Maintenance

The Borrower shall keep all buildings and all fixtures on each Property in good and substantial repair and condition.

6.2. Preservation of Property, fixtures and Equipment

The Borrower shall not, without the prior written consent of the Lender:

- 6.2.1. pull down or remove the whole, or any part of, any building forming part of any Property or permit the same to occur;
- 6.2.2. make or permit any alterations to any Property, or sever or remove, or permit to be severed or removed, any of its fixtures; or
- 6.2.3. remove or make any alterations to any of the Equipment belonging to, or in use by, the Borrower on any Property (except to effect necessary repairs or replace them with new or improved models or substitutes).

6.3. Planning information

The Borrower shall:

- 6.3.1. give full particulars to the Lender of any notice, order, direction, designation, resolution or proposal given or made by any planning authority or other public body or authority (**Planning Notice**) that specifically applies to any Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Planning Notice; and
- 6.3.2. (if the Lender so requires) immediately, and at the cost of the Borrower, take all

reasonable and necessary steps to comply with any Planning Notice, and make, or join with the Lender in making, any objections or representations in respect of that Planning Notice that the Lender may desire.

6.4. Compliance with covenants and payment of rent

The Borrower shall:

- 6.4.1. observe and perform all covenants, stipulations and conditions to which each Property, or the use of it, is or may be subjected, and (if the Lender so requires) produce evidence sufficient to satisfy the Lender that those covenants, stipulations and conditions have been observed and performed;
- 6.4.2. diligently enforce all covenants, stipulations and conditions benefiting each Property and shall not (and shall not agree to) waive release or vary any of the same; and
- 6.4.3. (without prejudice to the generality of the foregoing) where a Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time, and perform and observe all the tenant's covenants and conditions.

6.5. Maintenance of interests in Properties

The Borrower shall not, without the prior written consent of the Lender:

- 6.5.1. grant, or agree to grant, any licence or tenancy affecting the whole or any part of any Property, or exercise, or agree to exercise, the statutory powers of leasing or of accepting surrenders under sections 99 or 100 of the Law of Property Act 1925; or
- 6.5.2. in any other way dispose of, surrender or create, or agree to dispose of surrender or create, any legal or equitable estate or interest in the whole or any part of any Property.

6.6. Registration restrictions

If the title to any Property is not registered at the Land Registry, the Borrower shall procure that no person (other than itself) shall be registered under the Land Registration Acts 1925 to 2002 as proprietor of all or any part of any Property without the prior written consent of the Lender. The Borrower shall be liable for the costs and expenses of the Lender in lodging cautions against the registration of the title to the whole or any part of any Property from time to time.

6.7. No restrictive obligations

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

6.8. Proprietary rights

The Borrower 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 Property without the prior written consent of the Lender.

6.9. Inspection

The Borrower shall permit the Lender, any Receiver and any person appointed by either of them to enter on and inspect any Property on reasonable prior notice.

6.10. Property information

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

6.11. Registration at the Land Registry

The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to each Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of Alfred Henry Charles Maynard referred to in the charges register."

7. Investments covenants

7.1. Deposit of title documents

7.1.1. The Borrower shall:

7.1.1.1. on the execution of this deed, deposit with the Lender all stock or share certificates and other documents of title or evidence of ownership relating to any Investments owned by the Borrower at that time; and

7.1.1.2. on the purchase or acquisition by it of Investments after the date of this deed, deposit with the Lender all stock or share certificates and other documents of title or evidence of ownership relating to those Investments.

7.1.2. At the same time as depositing documents with the Lender in accordance with clause 7.1.1.1 or clause 7.1.1.2, the Borrower shall also deposit with the Lender:

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

7.1.2.2. any other documents (in each case duly completed and executed by or on behalf of the Borrower) that the Lender may request in order 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 Lender may, at any time and without notice to the Borrower, complete and present those stock transfer forms and other documents to the issuer of the Investments for registration.

7.2. Nominations

7.2.1. The Borrower 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:

7.2.1.1. does not exercise any rights in respect of any Investments without the prior written approval of the Lender; and

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

7.2.2. The Borrower 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.

7.3. Additional registration obligations

The Borrower shall:

7.3.1. obtain all consents, waivers, approvals and permissions that are necessary, under the articles of association of any issuer that is not a public company or otherwise, for the transfer of the Investments to the Lender or its nominee, or to a purchaser on enforcement of this deed; and

7.3.2. procure the amendment of the share transfer provisions (including, but not limited to, deletion of any pre-emption provisions) of the articles of association of each issuer that is not a public company in any manner that the Lender may require in order to permit such a transfer.

7.4. Dividends and voting rights before enforcement

7.4.1. Before the security constituted by this deed becomes enforceable, the Borrower 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 Lender or any of its nominees, the Lender will hold all those dividends, interest and other monies received by it for the Borrower and will pay them to the Borrower promptly on request; and

7.4.2. Before the security constituted by this deed becomes enforceable, the Borrower may exercise all voting and other rights and powers in respect of the Investments or, if any of the same are exercisable by the Lender or any of its nominees, to direct in writing the exercise of those voting and other rights and powers provided that:

7.4.2.1. it shall not do so in any way that would breach any provision of the Facility Agreement or this deed or for any purpose inconsistent with the Facility Agreement or this deed; and

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

7.4.3. The Borrower shall indemnify the Lender against any loss or liability incurred by the Lender (or its nominee) as a consequence of the Lender (or its nominee) acting in respect of the Investments at the direction of the Borrower.

7.4.4. The Lender 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 Lender considers prejudicial to, or impairing the value of, the security created by this deed.

7.5. Dividends and voting rights after enforcement

After the security constituted by this deed has become enforceable:

- 7.5.1. all dividends and other distributions paid in respect of the Investments and received by the Borrower shall be held by the Borrower on trust for the Lender and immediately paid into a Designated Account or, if received by the Lender, shall be retained by the Lender; and
- 7.5.2. all voting and other rights and powers attaching to the Investments shall be exercised by, or at the direction of, the Lender and the Borrower shall, and shall procure that its nominees shall, comply with any directions the Lender may give, in its absolute discretion, concerning the exercise of those rights and powers.

7.6. Calls on Investments

The Borrower 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 Borrower acknowledges that the Lender shall not be under any liability in respect of any such calls, instalments or other payments.

8. Equipment covenants

8.1. Maintenance of Equipment

The Borrower shall:

- 8.1.1. 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;
- 8.1.2. 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.

8.2. Notice of charge

The Borrower:

- 8.2.1. shall, if so requested by the Lender, affix to and maintain on each item of Equipment in a conspicuous place, a clearly legible identification plate containing the following wording:

"NOTICE OF CHARGE

This [] and all additions to it and ancillary equipment are subject to a fixed charge dated [] in favour of Alfred Henry Charles Maynard."

- 8.2.2. shall not, and shall not permit any person to, conceal, obscure, alter or remove any plate affixed in accordance with clause 8.2.1.

9. Intellectual Property covenants

9.1. Preservation of rights

The Borrower 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.

9.2. Registration of Intellectual Property

The Borrower shall use all reasonable efforts to register applications for the registration of

any Intellectual Property, and shall keep the Lender informed of all matters relating to each such registration.

9.3. Maintenance of Intellectual Property

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

10. Powers of the Lender

10.1. Power to remedy

10.1.1. The Lender shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Borrower of any of its obligations contained in this deed.

10.1.2. The Borrower irrevocably authorises the Lender and its agents to do all things that are necessary or desirable for that purpose.

10.1.3. Any monies expended by the Lender in remedying a breach by the Borrower of its obligations contained in this deed shall be reimbursed by the Borrower to the Lender on a full indemnity basis and shall carry interest in accordance with clause 17.1.

10.2. Exercise of rights

The rights of the Lender under clause 10.1 are without prejudice to any other rights of the Lender under this deed. The exercise of any rights of the Lender under this deed shall not make the Lender liable to account as a mortgagee in possession.

10.3. Power to dispose of chattels

10.3.1. At any time after the security constituted by this deed has become enforceable, the Lender or any Receiver may, as agent for the Borrower, dispose of any chattels or produce found on any Property.

10.3.2. Without prejudice to any obligation to account for the proceeds of any disposal made under clause 10.3.1, the Borrower shall indemnify the Lender and any Receiver against any liability arising from any disposal made under clause 10.3.1.

10.4. Lender has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this deed on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Lender 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.

10.5. Conversion of currency

10.5.1. For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Lender may convert any monies received, recovered or realised by it under this deed (including the proceeds of any previous conversion under this clause 10.5) from their existing currencies of denomination into any other currencies of denomination that the Lender may think fit.

10.5.2. Any such conversion shall be effected at the Lender's bank's then prevailing spot selling rate of exchange for such other currency against the existing currency.

10.5.3. Each reference in this clause 10.5 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.

10.6. New accounts

- 10.6.1. If the Lender receives, or is deemed to have received, notice of any subsequent Security Interest, or other interest, affecting all or part of the Secured Assets, the Lender may open a new account for the Borrower in the Lender's books. Without prejudice to the Lender's right to combine accounts, no money paid to the credit of the Borrower in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.
- 10.6.2. If the Lender does not open a new account immediately on receipt of the notice, or deemed notice, under clause 10.6.1, then, unless the Lender gives express written notice to the contrary to the Borrower, all payments made by the Borrower to the Lender shall be treated as having been credited to a new account of the Borrower and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt of the relevant notice by the Lender.

10.7. Lender's set-off rights

If the Lender has more than one account for the Borrower in its books, the Lender may at any time after:

- 10.7.1. the security constituted by this deed has become enforceable; or
- 10.7.2. the Lender has received, or is deemed to have received, notice of any subsequent Security Interest or other interest affecting all or any part of the Secured Assets,

transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account that may be in debit. After making any such transfer, the Lender shall notify the Borrower of that transfer.

10.8. Indulgence

The Lender 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 Borrower) 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 Borrower for the Secured Liabilities.

10.9. Appointment of an Administrator

- 10.9.1. The Lender may, without notice to the Borrower, appoint any one or more persons to be an Administrator of the Borrower pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this deed becomes enforceable.
- 10.9.2. Any appointment under this clause 10.9 shall:
- 10.9.2.1. be in writing signed by a duly authorised signatory of the Lender; and
- 10.9.2.2. take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.
- 10.9.3. The Lender may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this clause 10.9 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

11. When security becomes enforceable

11.1. Security becomes enforceable on Event of Default

The security constituted by this deed shall be immediately enforceable if an Event of Default occurs.

11.2. Discretion

After the security constituted by this deed has become enforceable, the Lender 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.

12. Enforcement of security

12.1. Enforcement powers

12.1.1. The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this deed, but the Lender shall not exercise such power of sale or other powers until the security constituted by this deed has become enforceable under clause 11.1.

12.1.2. Section 103 of the LPA 1925 does not apply to the security constituted by this deed.

12.2. 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 Lender 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 Borrower, to:

12.2.1. grant a lease or agreement to lease;

12.2.2. accept surrenders of leases; or

12.2.3. grant any option 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 Borrower, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Lender or Receiver thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

12.3. Access on enforcement

12.3.1. At any time after the Lender has demanded payment of the Secured Liabilities or if the Borrower defaults in the performance of its obligations under this deed or the Facility Agreement, the Borrower will allow the Lender 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 Lender or a Receiver reasonably believes a Secured Asset to be situated) without incurring any liability to the Borrower for, or by any reason of, that entry.

12.3.2. At all times, the Borrower must use its best endeavours to allow the Lender or its

Receiver access to any premises for the purpose of clause 12.3.1 (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.

12.4. Prior Security Interests

At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security Interest having priority to this deed shall have become exercisable, the Lender may:

- 12.4.1. redeem that or any other prior Security Interest;
- 12.4.2. procure the transfer of that Security Interest to it; and
- 12.4.3. settle and pass any account of the holder of any prior Security Interest.

Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Borrower. All monies paid by the Lender to an encumbrancer in settlement of any of those accounts shall, as from its payment by the Lender, be due from the Borrower to the Lender on current account and be secured as part of the Secured Liabilities.

12.5. Protection of third parties

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

- 12.5.1. whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- 12.5.2. whether any power the Lender, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or
- 12.5.3. how any money paid to the Lender, any Receiver or any Delegate is to be applied.

12.6. Privileges

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

12.7. No liability as mortgagee in possession

Neither the Lender, any Receiver, any Delegate nor any Administrator shall be liable 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 neglect or default of any nature in connection with, all or any of the Secured Assets for which a mortgagee in possession might be liable as such.

12.8. Conclusive discharge to purchasers

The receipt of the Lender 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 Lender, every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

12.9. Right of appropriation

- 12.9.1. To the extent that:

12.9.1.1. the Secured Assets constitute Financial Collateral; and

12.9.1.2. this deed and the obligations of the Borrower under it constitute a Security Financial Collateral Arrangement,

the Lender shall have the right, at any time after the security constituted by this deed has become enforceable, to appropriate all or any of those Secured Assets in or towards the payment or discharge of the Secured Liabilities in any order that the Lender may, in its absolute discretion, determine.

12.9.2. The value of any Secured Assets appropriated in accordance with this clause shall be the price of those Secured Assets at the time the right of appropriation is exercised as listed on any recognised market index, or determined by any other method that the Lender may select (including independent valuation).

12.9.3. The Borrower agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

13. Receiver

13.1. Appointment

At any time after the security constituted by this deed has become enforceable, or at the request of the Borrower, the Lender 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.

13.2. Removal

The Lender may, without further notice (subject to section 45 of the Insolvency Act 1986), 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.

13.3. Remuneration

The Lender 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, which shall be due and payable immediately on its being paid by the Lender.

13.4. 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 Lender 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.

13.5. 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 Lender despite any prior appointment in respect of all or any part of the Secured Assets.

13.6. Agent of the Borrower

Any Receiver appointed by the Lender under this deed shall be the agent of the Borrower and the Borrower 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 Borrower goes into

liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lender.

14. Powers of Receiver

14.1. General

14.1.1. Any Receiver appointed by the Lender under this deed shall, in addition to the powers conferred on him by statute, have the powers set out in clause 14.2 to clause 14.23.

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

14.1.3. Any exercise by a Receiver of any of the powers given by clause 14 may be on behalf of the Borrower, the directors of the Borrower (in the case of the power contained in clause 14.16) or himself.

14.2. Repair and develop Properties

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

14.3. Surrender leases

A Receiver may grant, or accept surrenders of, any leases or tenancies affecting any Property and may grant any other interest or right over any Property on any terms, and subject to any conditions, that he thinks fit.

14.4. Employ personnel and advisors

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 he thinks fit. A Receiver may discharge any such person or any such person appointed by the Borrower.

14.5. Make VAT elections

A Receiver may make, exercise or revoke any value added tax option to tax as he thinks fit.

14.6. Remuneration

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

14.7. Realise Secured Assets

A Receiver may collect and get in the Secured Assets or any part of them in respect of which he is appointed, and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Secured Assets with like rights.

14.8. Manage or reconstruct the Borrower'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 Borrower.

14.9. 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 he is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as he 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.

14.10. Sever fixtures and fittings

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

14.11. Sell Book Debts

A Receiver may sell and assign all or any of the Book Debts in respect of which he is appointed in any manner, and generally on any terms and conditions, that he thinks fit.

14.12. Valid receipts

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

14.13. Make settlements

A Receiver may make any arrangement, settlement or compromise between the Borrower and any other person that he may think expedient.

14.14. Bring proceedings

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

14.15. Improve the Equipment

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

14.16. Make calls on Borrower members

A Receiver may make calls conditionally or unconditionally on the members of the Borrower 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 Borrower on its directors in respect of calls authorised to be made by them.

14.17. Insure

A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause 17, 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 Borrower under this deed.

14.18. Powers under the LPA 1925

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925, and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.

14.19. Borrow

A Receiver may, for any of the purposes authorised by this clause 14, raise money by borrowing from the Lender (or from any other person) either unsecured or on the security of all or any of the Secured Assets in respect of which he is appointed on any terms that he thinks fit (including, if the Lender consents, terms under which that security ranks in priority to this deed).

14.20. Redeem prior Security Interests

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

14.21. Delegation

A Receiver may delegate his powers in accordance with this deed.

14.22. Absolute beneficial owner

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

14.23. Incidental powers

A Receiver may do any other acts and things:

14.23.1. that he may consider desirable or necessary for realising any of the Secured Assets;

14.23.2. that he 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; and

14.23.3. that he lawfully may or can do as agent for the Borrower.

15. Delegation

15.1. Delegation

The Lender 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 19.1).

15.2. Terms

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

15.3. Liability

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

16. Application of proceeds

16.1. Order of application of proceeds

All monies received by the Lender, a Receiver or a Delegate pursuant to this deed, after the security constituted by this deed has become enforceable, 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:

- 16.1.1. in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Lender (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;
- 16.1.2. in or towards payment of or provision for the Secured Liabilities in any order and manner that the Lender determines; and
- 16.1.3. in payment of the surplus (if any) to the Borrower or other person entitled to it.

16.2. Appropriation

Neither the Lender, 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.

16.3. Suspense account

All monies received by the Lender, a Receiver or a Delegate under this deed:

- 16.3.1. may, at the discretion of the Lender, Receiver or Delegate, be credited to any suspense or securities realised account;
- 16.3.2. shall bear interest, if any, at the rate agreed in writing between the Lender and the Borrower; and
- 16.3.3. may be held in that account for so long as the Lender, Receiver or Delegate thinks fit.

17. Costs and indemnity

17.1. Costs

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

- 17.1.1. this deed or the Secured Assets;
- 17.1.2. taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's, a Receiver's or a Delegate's rights under this deed;
- 17.1.3. 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 or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding up or administration of the Borrower) at the rate and in the manner specified in the Facility Agreement.

17.2. Indemnity

The Borrower shall indemnify the Lender, each Receiver and each Delegate, and their

respective employees and agents, on a full indemnity basis against any cost, charge, expense, tax, loss, liability or damage incurred by any of them as a result of:

- 17.2.1. 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;
- 17.2.2. taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or
- 17.2.3. any default or delay by the Borrower in performing any of its obligations under this deed.

Any past or present employee or agent may enforce the terms of this clause 17.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

18. Further assurance

18.1. Further assurance

The Borrower shall, at its own expense, take whatever action the Lender or any Receiver may reasonably require for:

- 18.1.1. creating, perfecting or protecting the security intended to be created by this deed;
- 18.1.2. facilitating the realisation of any Secured Asset; or
- 18.1.3. facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any Secured Asset,

including, without limitation (if the Lender or Receiver thinks it expedient) the execution of any 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 Lender or to its nominee) and the giving of any notice, order or direction and the making of any registration.

19. Power of attorney

19.1. Appointment of attorneys

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

- 19.1.1. the Borrower is required to execute and do under this deed; or
- 19.1.2. 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 Lender, any Receiver or any Delegate.

19.2. Ratification of acts of attorneys

The Borrower 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 19.1.

20. Release

Subject to clause 22.3, on the expiry of the Security Period (but not otherwise), the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to:

- 20.1.1. release the Secured Assets from the security constituted by this deed; and
- 20.1.2. reassign the Secured Assets to the Borrower.

21. Assignment

Neither the Borrower nor the Lender may assign or transfer any of their rights under this deed.

22. Further provisions

22.1. Independent security

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

22.2. Continuing security

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 Lender discharges this deed in writing.

22.3. Discharge conditional

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

- 22.3.1. the Lender or its nominee may retain this deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and
- 22.3.2. the Lender may recover the value or amount of such security or payment from the Borrower subsequently as if the release, discharge or settlement had not occurred.

22.4. Rights cumulative

The rights and remedies of the Lender conferred by this deed are cumulative, may be exercised as often as the Lender considers appropriate, and are in addition to its rights and remedies under the general law.

22.5. Variations and waivers

Any waiver or variation of any right or remedy by the Lender (whether arising under this deed or under the general law), or any consent given under this deed, is only be effective if it is in writing and signed by the waiving, varying or consenting party, and applies only in the circumstances for which it was given, and shall not prevent the party giving it from subsequently relying on the relevant provision.

22.6. Further exercise of rights

No act or course of conduct or negotiation by, or on behalf of, the Lender shall, in any way, preclude the Lender from exercising any right or remedy under this deed or constitute a

suspension or variation of any such right or remedy.

22.7. Delay

No delay or failure to exercise any right or remedy under this deed shall operate as a waiver of that right or remedy or constitute an election to affirm this deed. No election to affirm this deed on the part of the Lender shall be effective unless it is in writing.

22.8. Single or partial exercise

No single or partial exercise of any right or remedy under this deed shall prevent any further or other exercise of that right or remedy, or the exercise of any other right or remedy under this deed.

22.9. Consolidation

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

22.10. Partial invalidity

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this deed under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.

22.11. Counterparts

This deed may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

23. Notices

23.1. Service

Each notice or other communication required to be given under, or in connection with, this deed shall be:

23.1.1. in writing, delivered personally or sent by pre-paid first-class letter; and

23.1.2. sent:

23.1.2.1. to the Borrower at its registered office address (as specified in the recitals to this deed), for the attention of The Members;

23.1.2.2. to the Lender at:

Weston House, Stalbridge, Weston Stalbridge, Sturminster
Newton, Dorset DT10 2LA,

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

23.2. Receipt by Borrower

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

23.2.1. if given by hand, at the time of actual delivery; and

23.2.2. if posted, on the second Business Day after the day it was sent by pre-paid first-class post.

A notice or other communication given as described in clause 23.2.1 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.

23.3. Receipt by Lender

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

24. Governing law

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

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1 - PROPERTY

The freehold land being land at Henstridge Airfield, Henstridge, Templecombe registered at the Land Registry with title numbers WS41421 and WS45263 and WS50467.

Handwritten signature

**EXECUTED and DELIVERED as a
DEED by
HENSTRIDGE AIRFIELD
PARTNERSHIP NO 2 LLP**
acting by a member in the presence of:

)
)
)
)
)

Signature of witness:

)
)
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)
)

Name of witness: REBECCA DUKY

Address: Ashford House, Grenadier Road, Exeter EX1 3LH

Occupation: Solicitor

**EXECUTED and DELIVERED as a
DEED by
ALFRED HENRY CHARLES
MAYNARD**
in the presence of:

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)

Signature of witness:

)
)
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)
)

Name of witness: REBECCA DUKY

Address: Ashford House, Grenadier Road, Exeter EX1 3LH

Occupation: Solicitor