

LL MR01

Particulars of a charge created by a Limited Liability
Partnership (LLP)

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Oyez

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where
instrument Use form

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

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the
delivered outside of the 21 days it will be rejected unless it is ac
court order extending the time for delivery

☐ You must enclose a certified copy of the instrument with this for
scanned and placed on the public record Do not send the original.

TUESDAY



A21 *A3ZY3PQ8*
27/01/2015 #225
COMPANIES HOUSE

1 LLP details

LLP number 0 C 3 8 0 5 7 6

LLP name in full STM CONTRACTS LLP

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

2 Charge creation date

Charge creation date 01 06 2015

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name M.M INVESTMENTS LIMITED

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered (or required to be registered) in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the LLP?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the LLP from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement

You may tick the box if the LLP named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

1 This statement may be filed after the registration of the charge (use form LL MR06)

9

Signature

Please sign the form here

Signature

Signature

X  X
Tim Edwards on behalf of the Wilkes Partnership LLP

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

LL MR01

Particulars of a charge created by a Limited Liability Partnership (LLP)



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

TIM EDWARDS

LLP name

The Wilkes Partnership LLP

Address

41 Church Street

Birmingham

Post town

County/Region

Postcode

B 3 2 R T

Country

DX BIRMINGHAM - 13047

Telephone

0121 233 4333



Certificate

We will send your certificate to the presenter's address if given above or to the LLP's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The LLP name and number match the information held on the public Register
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For LLPs registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For LLPs registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For LLPs registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC380576

Charge code: OC38 0576 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th January 2015 and created by STM CONTRACTS LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009 on 27th January 2015.

Dx

Given at Companies House, Cardiff on 2nd February 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 16th January 2015

M.M. INVESTMENTS LIMITED (1)

and

STM CONTRACTS LLP (2)

DEBENTURE

to secure all money owed by Company

WE HEREBY CERTIFY THIS TO BE
A TRUE COPY OF THE ORIGINAL

 TIM EDWARDS 16/01/15

THE WILKES PARTNERSHIP
41 CHURCH STREET, BIRMINGHAM B3 2RT

the Wilkes



Partnership
Solicitors

41 Church Street
Birmingham, B3 2RT
Tel: 0121 233 4333
Fax: 0121 710 5913
www.wilkes.co.uk

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SCHEDULE

SCHEDULE 1	INTEREST RATE	12
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THIS AGREEMENT dated

16th January

2015

PARTIES

- (1) **M.M. INVESTMENTS LIMITED** (a company incorporated and registered in England and Wales with company number 02416168 whose registered office is at The Robbins Building Albert Street Rugby Warwickshire CV21 2SD (**Lender**).
- (2) **STM CONTRACTS LLP** (a company incorporated and registered in England and Wales with company number OC380576 whose registered office is at The Robbins Building Albert Street Rugby Warwickshire CV21 2SD (which expression shall include the Lender's successors and assigns) (**Company**))

1. LIABILITIES SECURED BY DEBENTURE

This debenture shall be a continuing security to the Lender for the payment or discharge on demand of the following (whether any such liability shall be the sole liability of the Company or shall be a joint liability with any other person firm or company)

- 1.1 All past, present and future indebtedness of the Company to the Lender,
- 1.2 All other liabilities whatsoever of the Company to the Lender present or future actual or contingent (including liabilities as surety or guarantor) and
- 1.3 All costs charges and expenses owed to or incurred directly or indirectly by the Lender in relation to this security or any other security held by the Lender in connection with advances or other facilities offered to the Company or in relation to the enforcement of any such security in relation to any such indebtedness or liabilities on a full and unlimited indemnity basis together in each of the cases mentioned in clauses 1.1 and 1.2 above with all interest (such interest being computed in each case according to the provisions of the First Schedule below and so that interest shall be payable at the same rate as well after as before any judgment).

2. CHARGE

- 2.1 The Company hereby covenants with the Lender on demand to pay or discharge all the Company's present or future indebtedness to the Lender arising under the liabilities described in clause 1 above.

- 2.2 The Company with full title guarantee and to the intent that the security created by this debenture shall rank as a continuing security for all the liabilities described in clause 1 above charges to the Lender.
- (a) by way of fixed equitable charge all estates or interests in any freehold or leasehold property now or at any time during the continuance of this security belonging to the Company together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property,
 - (b) by way of fixed charge all stocks shares or other securities now or at any time during the continuance of this security belonging to the Company in any of its subsidiary companies,
 - (c) by way of fixed legal charge its goodwill;
 - (d) by way of fixed charge all book and other debts now or at any time during the continuance of this security due or owing to the Company, and
 - (e) by way of floating security its undertaking and all its other property assets and rights whatever and wherever present and future (including its uncalled capital)
- 2.3 The undertaking and all property assets and rights of the Company charged by or pursuant to any provision of this debenture are referred to below as "the Charged Property"
- 2.4 All the charges created or agreed to be created by this debenture are or in the case of future property shall be first charges.

3. CONVERSION OF FLOATING CHARGE INTO SPECIFIC CHARGE

In the event that the Company fails to observe the terms and conditions of this debenture, the Lender may at any time by notice in writing to the Company convert the floating charge into a specific charge with reference to any assets specified in such notice and by way of further assurance of such specific charge the Company will promptly execute over such assets a fixed charge in favour of the Lender in such form as the Lender shall require.

4. COVENANTS BY COMPANY

The Company covenants with and undertakes to the Lender as follows.

4.1 Provide information relating to its affairs

From time to time as required by the Lender to give to the Lender or to any accountant to be nominated by the Lender or any receiver appointed by the Lender such information relating to the business and affairs of the Company and its

subsidiary companies and as to its or their property assets and liabilities as the Lender may require and to permit such inspection of the books of account and other books and documents of the Company and its subsidiary companies as may be necessary for the purpose of verification of such information and in particular (but without prejudice to the generality of the above) to send to the Lender a copy of its directors' report and audited accounts and those of each of its subsidiaries at the same time as they are issued to the shareholders entitled to them;

4.2 Company's Obligations

(a) Restrictions on Company

Not without the previous consent in writing to the Lender (and then only to the extent that such consent permits and in accordance with any conditions attached to such consent):

- (i) to sell mortgage or otherwise deal with its book or other debts or securities for money otherwise than for the purpose of getting in and realising them in the ordinary course of and for the purposes of carrying on its trading business (which expression shall not include the selling factoring or discounting by the Company of its book debts); and
- (ii) to sell the whole or (except in the ordinary course of and for the purposes of carrying on its trading business) any other part of the Charged Property.

4.3 Exceptional or Unusual Expenditure

Not without the previous consent in writing of the Lender (and then only to the extent that such consent permits and in accordance with any conditions attached to such consent) to make or incur any expenditure or any liabilities of an exceptional or unusual nature.

4.4 Observe Covenants in Leases

To pay the rents reserved by and to observe and perform all the covenants on the part of the lessee contained in the respective leases under which any leasehold properties for the time being comprised in the Charged Property are held.

4.5 Demolition or Removal of Buildings etc.

Not without the previous consent in writing of the Lender (and then only to the extent that such consent permits and in accordance with any conditions attached to such consent) to pull down or remove the whole or any part of the Charged Property consisting of buildings or other erections fixed plant and machinery or change its use or develop it or develop it further.

4 6 State of Repair of Buildings etc.

To keep all buildings and fixed and moveable plant machinery fixtures fittings implements utensils and other effects forming part of the Charged Property in a good state of repair and in good working order and condition and to permit the Lender and such persons as it shall from time to time in writing for that purpose appoint to enter and view their state and condition.

4 7 Insurance Provisions

To insure and keep insured such parts of the Charged Property as are of an insurable nature against loss or damage by fire and other usual risks and such other risks as the Lender may require in the full amount of their reinstatement value (due allowance being made for inflation during the period of insurance and reinstatement) in such name and in such offices or at Lloyds as the Lender shall in writing approve on terms requiring the insurers not to cancel the policy without giving at least 14 days prior notice to the Company and to pay all premiums and money necessary for effecting and keeping up such insurances on the first day on which they ought to be paid and to have the interest of the Lender noted on any such policy or policies and if required to deliver to the Lender such policy or policies and the receipt (or other evidence of payment satisfactory to the Lender) for every premium payable in respect of such policy or policies

4 8 Application of Insurance Money

To add all money received on any insurance whatsoever in respect of loss or damage to the Charged Property whether pursuant to the covenant contained in clause 4.7 above or otherwise on trust for the Company to be applied in making good the loss or damage in respect of which the money is received or in or towards discharge of the sums for the time being owing under this debenture as the Company may in its absolute discretion require,

4 9 Creation of Other Charges etc.

Not without the previous consent in writing of the Lender (and then only to the extent that such consent permits and in accordance with any conditions attached to such consent) to create or attempt to create any mortgage pledge charge (whether fixed or floating) or other incumbrance on or over the whole or any part of the Charged Property or permit any lien to arise on or to affect any part and not (save as mentioned above) to increase or extend any liability of the Company secured on any of the above forms of security;

4 10 Purchase of Subsequent Property

To inform the Lender immediately on becoming bound to complete the purchase of any estate or interest in any freehold or leasehold property after the date of this debenture and to deposit with the Lender the deeds and documents of title relating to such property and any other property comprised in clause 2.2 above;

4 11 Charge Over Subsequent Property

To execute at any time upon request over all or any part of the property referred to in clause 4 10 above a charge by way of legal mortgage in favour of the Lender in such form as the Lender shall require; and

4 12 Perfection of Debenture

To execute and do all such assurances and things as the Lender may reasonably require for perfecting the security constituted by this debenture and after the money secured by it shall have become payable for facilitating the realisation of the Charged Property or any part of it and for exercising all powers authorities and discretions conferred by this debenture upon the Lender or any receiver appointed by the Lender.

5. DEFAULT BY COMPANY

5 1 If default shall at any time be made in keeping with the Charged Property or any part of it in such state of repair as specified above or in effecting or keeping up such insurances as specified above or producing any such policy or policies or receipt (or other evidence as specified above) to the Lender on demand the Lender may put or keep the Charged Property or any part of it in repair (with power to enter upon the Charged Property for that purpose) and/or as the case may be may insure and keep the Charged Property or any part of it insured in any sum which the Lender may think expedient and all costs incurred by the Lender under this provision shall be deemed to be properly incurred by the Lender.

5 2 If the Company shall have failed to deliver on demand as specified above the policy or policies or current premium receipt (or other evidence as specified above) in respect of any portion of the Charged Property the Lender shall be entitled to assume that the Company has made default in insuring it within the meaning of this clause.

6. RESTRICTION ON LEASING AND ACCEPTING SURRENDERS

The Company shall not exercise any of the powers of leasing or of accepting surrenders of leases conferred by sections 99 and 100 of the Law of Property Act 1925 ("the Act" which expression shall include any re-enactment or amendment of the Act) or by common law or vary any lease or tenancy agreement or reduce any sum payable under them but the Lender shall be entitled to grant or vary or reduce any sum payable under or accept surrenders of leases without restriction.

7. MONEY DUE ON DEMAND

Section 103 of the Act shall not apply and all money shall be immediately payable on demand at any time or times and failing payment immediately of any money so demanded this security shall become immediately enforceable and the power of sale conferred upon mortgagees by the Act immediately exercisable without the restrictions contained in the Act as to the giving of notice or otherwise, all such money shall also become immediately payable without any demand and this security shall become immediately enforceable and such powers exercisable without such restrictions in any of the following events.

- 7.1 If a petition is presented in any court or a meeting is convened for the purpose of considering a resolution for the winding-up of the Company (except in the case of a reconstruction or amalgamation which has the prior written approval of the Lender under which the new or amalgamating company assumes liability under this debenture and provides security for it in form and amount approved by the Lender, or
- 7.2 If a receiver is appointed of the whole or any part of the Charged Property or an incumbrance takes possession of or exercises or attempts to exercise any power of sale in relation to the Charged Property or any part of it; or
- 7.3 If a judgement or order of any court is made against the Company for payment of any sum of money exceeding £1,000 and is not complied with within 14 days of a writ of execution is issued against or a distress execution or sequestration is levied or enforced upon or sued out against any of the property of the Company, or
- 7.4 If the Company stops payment or ceases or threatens to cease to carry on its business or substantially the whole of its business, or
- 7.5 If the Company shall fail to observe or commit a breach of any of the covenants and undertakings contained in clause 4 above; or
- 7.6 If the Company shall fail to observe or perform or shall commit any breach of any of the other covenants undertakings and conditions or provisions of this debenture and if capable of remedy shall not remedy such breach immediately after notice by the Lender to do so

8. APPOINTMENT OF RECEIVER AND POWERS

At any time after this security shall have become enforceable or at the request of the Company the Lender may in writing under the hand of any officer of the Lender appoint any person to be a receiver of all or any part of the Charged Property (whether or not an employee of the Lender) and none of the restrictions imposed by the Act in relation to the appointment of receivers or to the giving of notice or otherwise shall apply The Lender may at any time and from time to time in like

manner remove any receiver so appointed and appoint another in his place or appoint an additional person as receiver and may either at the time of appointment or at any time subsequently and from time to time fix the remuneration of any receiver so appointed in this debenture any reference to a receiver shall be deemed to include a reference to a receiver and manager any receiver so appointed shall be the agent of the Company for all purposes and the Company shall be solely responsible for his acts or defaults and for his remuneration and any receiver so appointed shall have power whether immediately or at any later time in addition to any powers conferred upon a receiver by statute or common law. The receiver so appointed shall have the following powers:

8 1 To Take Possession

To take possession of collect and get in all or any part of the Charged Property and for that purpose to take any proceedings in the name of the Company or otherwise;

8 2 To Carry On Company's Business

To manage or carry on or concur in carrying on the business of the Company as he may think fit and for that purpose to raise or borrow money to rank for payment in priority to this security and with or without a charge on the Charged Property or any part of it;

8 3 To Sell Property etc.

To sell (whether by public auction or private contract or otherwise) lease or vary or surrender leases or accept surrenders of leases of or concur in selling leasing varying or surrendering leases or accepting surrenders of leases of all or any part of the Charged Property on such terms and for such consideration (including a consideration consisting wholly or partly of shares or securities of any other company) as he may think fit;

8 4 To Settle Disputes etc.

To settle arrange compromise and submit to arbitration any accounts claims questions or disputes whatsoever which may arise in connection with the business of the Company or the Charged Property or in any way relating to this security to bring take defend compromise submit to arbitration and discontinue any actions suits or proceedings whatsoever whether civil or criminal in relation to the above matters to disclaim abandon or disregard all or any of the outstanding contracts of the Company and to allow time for payment of any debts with or without security;

8 5 To Give Receipts

To give valid receipts for all money and execute all assurances and things which may be proper or desirable for realising the Charged Property,

8.6 To Make Calls on Members

To make calls conditionally or unconditionally on the members of the Company in respect of its uncalled capital with such and the same powers for that purpose of enforcing payment of any calls so made as are by the articles of association of the Company conferred upon the directors of the Company in respect of calls authorised to be made by them and in the names of the directors or in that of the Company or otherwise and to the exclusion of the directors power in that behalf;

8.7 To Make Arrangements and Compromises

To make any arrangement or compromise which he shall think expedient in the interests of the Lender;

8.8 To Realise Property

To do all such other acts and things as he may consider necessary or desirable in his absolute discretion for the realisation of any of the Charged Property, and

8.9 To Use Name of Company

Generally to use the name of the Company in the exercise of all or any of the powers conferred by this debenture

PROVIDED ALWAYS that any such receiver shall in the exercise of his powers authority and discretion conform to the directions and regulations from time to time given and made by the Lender and shall not be responsible nor shall the Lender be responsible for any loss occasioned as a result No purchaser mortgagor mortgagee or other person or company dealing with a receiver appointed by the Lender shall be concerned to inquire whether any power exercised or purported to be exercised by him has become exercisable or whether any money is due on the security of this debenture or as to the propriety or regularity of any sale by or other dealing with such receiver but any such sale or dealing shall be deemed to be within the powers conferred by this debenture and to be valid and effectual accordingly

9. SEVERANCE OF PLANT AND MACHINERY

In the exercise of the powers conferred by this debenture the Lender or any receiver appointed by the Lender may sever and sell plant and machinery and other fixtures separately from the property to which they may be annexed

10. APPLICATION OF MONEY RECEIVED

All money received by any receiver shall be applied by him in the following order.

- 10.1 In payment of the costs charges and expenses of and incidental to the appointment of the receiver and the exercise of all or any of his powers and of all outgoings paid by him (including preferential debts);
- 10.2 In payment of the receiver of such remuneration as may be agreed between him and the Lender or at any time and from time to time after his appointment, and
- 10.3 In or towards satisfaction of the amount owing on this security and the surplus (if any) shall be paid to the Company or other persons entitled to it.

11. POWERS CONFERRED BY THE LAW OF PROPERTY ACT 1925

The powers conferred on mortgagees or receivers by the Act shall apply to any receiver appointed under this debenture as if such powers were incorporated in this debenture except in so far as they are expressly or impliedly excluded and where there is an ambiguity or conflict between the powers contained in the Act and those contained in this debenture the terms of this debenture shall prevail.

12. APPOINTMENT OF ATTORNEY

The Company irrevocably and by way of security appoints the Lender and any person nominated in writing under the hand of any officer of the Lender including every receiver appointed under this debenture as attorney of the Company for the Company and in its name and on its behalf and as its act and deed to execute seal and deliver and otherwise perfect and do any deed assurance agreement instrument act or thing which it ought to execute and do under the covenants undertakings and provisions contained in this debenture or which may be required or deemed proper for any of the purposes of this debenture.

13. INDEMNITY FOR RECEIVER ETC.

The Lender and every receiver attorney manager agent or other person appointed by the Lender under this debenture shall be entitled to be indemnified out of the Charged Property in respect of all liabilities and expenses incurred directly or indirectly by any of them in the execution or purported execution of any of the powers authorities or discretions vested in them or him under this debenture and against all actions proceedings costs claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Property and the Lender and any such receiver may retain and pay all sums in respect of such liabilities and expenses out of any money received under the powers conferred by this debenture.

14. FORMAL DEMAND AND NOTICES

Any demand or notice by the Lender under this debenture shall be in writing signed by any officer of the Lender and may be served on the Company by leaving the demand or notice at or sending it through the post in a prepaid envelope addressed to the Company at the address last known to the Lender or the registered or principal office of the Company and a demand or notice so served shall be effective (notwithstanding that it may later be returned undelivered) at the time it was so left or as the case may be at the expiry of 48 hours after it was posted excluding Saturdays Sundays and bank or public holidays

15. COMPLIANCE WITH MEMORANDUM AND ARTICLES OF ASSOCIATION

It is certified that neither the execution of this debenture nor the creation of any security under it or pursuant to it does or will contravene any of the provisions of the memorandum or articles of association of the Company.

16. EFFECT OF TRANSFER OF LENDER'S ASSETS

This debenture shall remain in effect and binding upon the Company notwithstanding any amalgamation or merger that may be effected by the Lender with any company or person(s) and notwithstanding any reconstruction by the Lender involving the formation and transfer of the whole or any of the Lender's undertaking and assets to a new company or person(s) and notwithstanding the sale or transfer of all or any part of the Lender's undertaking and assets to a company or person(s) whether the company and/or person(s) with which the Lender amalgamates or merges or the company and/or the person(s) to which the Lender transfers all or any part of its undertaking and assets either on a reconstruction or sale or transfer as specified above shall or shall not differ from the Lender in its objects character or constitution it being the intent of the Company that the security granted by this debenture and the provisions contained in it shall remain valid and effectual in all respects in favour of against and with reference to and that the benefit of this debenture and all rights conferred upon the Lender by it may be assigned to and enforced by any such company and/or person(s) and proceeded on in the same manner to all intents and purposes as if such company and/or person(s) had been named in it instead of or in addition to the Lender.

17. EFFECT OF DELAY OR OMISSION BY LENDER

No delay or omission of the Lender in exercising any right or privilege under this debenture shall impair such right power or privilege or be construed as a waiver of such right power or privilege nor shall any single or partial exercise of any such right power or privilege preclude any further exercise of them or the exercise of any other right power or privilege The rights and remedies of the Lender provided in this debenture are cumulative and not exclusive of any rights or remedies provided by law.

18. WAIVER OF TERMS AND CONDITIONS

The Lender may from time to time and at any time waive or authorise on such terms and conditions (if any) as shall seem expedient to the Lender any breach or proposed breach by the Company of any of the covenants conditions provisions or obligations contained in this debenture without prejudice to the rights of the Lender in respect of any subsequent breach of them.

19. SEVERANCE

If at any time any provision in this debenture is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions of this debenture shall not be impaired.

20. GOVERNING LAW AND JURISDICTION

This debenture shall be governed by and construed in accordance with English Law

Schedule 1 Interest Rate

Either:

- (a) four per cent (4%) above the base rate of Lloyds TSB Bank plc base rate from time to time or if the same should cease to exist at such rate as the Lender shall reasonably substitute therefore, or
- (b) ten per cent (10%) per annum;

whichever shall be the higher

Executed as a deed by

Simon Burton
for and on behalf of
STM CONTRACTS LLP
in the presence of




Witness

Signature :

Name :

Occupation :

Address :


Susan Proctor
MARKETING
60 HUNTING LANE
BROMSGROVE
WORCS
B61 7BX

WE HEREBY CERTIFY THIS TO BE
A TRUE COPY OF THE ORIGINAL

 TIM EDWARDS 16/01/15
THE WILKES PARTNERSHIP
41 CHURCH STREET, BIRMINGHAM B3 2RT