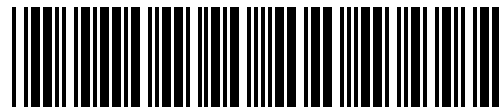




Registration of a Charge

Company Name: **STABLES THOMPSON & BRISCOE LTD**

Company Number: **06329610**



Received for filing in Electronic Format on the: **03/10/2025**

XECET3C8

Details of Charge

Date of creation: **30/09/2025**

Charge code: **0632 9610 0003**

Persons entitled: **JOHN ANDREW**

Brief description:

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **BLACKS SOLICITORS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6329610

Charge code: 0632 9610 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th September 2025 and created by STABLES THOMPSON & BRISCOE LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd October 2025 .

Given at Companies House, Cardiff on 3rd October 2025

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Dated

30 September

2025

(1) STABLES THOMPSON & BRISCOE LTD
and
(2) JOHN ANDREW

DEBENTURE



City Point, 29 King Street, Leeds, LS1 2HL
www.LawBlacks.com
Ref: RHNM/JOH1300/1

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DATE

30 September

2025

PARTIES

- (1) **STABLES THOMPSON & BRISCOE LTD** a company incorporated and registered in England and Wales (registered number 06329610) whose registered office is at 34 Lowther House, Lowther Street, Kendal, England, LA9 4DX (the **Chargor**); and
- (2) **JOHN ANDREW** of [REDACTED] (the **Chargee**).

IT IS AGREED

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this deed the following definitions apply:

Administrator

any person appointed to be an administrator of the Chargor under Schedule B1 Insolvency Act;

Authorisation

any authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;

Bank Accounts

in relation to the Chargor, all its accounts (held by it or by any trustee or nominee on its behalf) with any bank, financial institution or other person together with all sub-accounts, additions to or sub-divisions, renewals or replacements of those accounts (in whatever currency);

Business Day

any day (other than a Saturday, Sunday or public holiday) during which banks in London are open for normal business;

Charged Assets

in relation to the Chargor, all its property and assets which are, or are intended or expressed to be, subject to any Security Interest created by this deed (and references to the Charged Assets includes any part of them);

Claim

any action, proceeding, right, claim or demand of any nature, whether actual or contingent or otherwise;

Default Interest

any interest accruing under clause 20;

Default Rate

4% per year;

Delegate

any delegate, agent, attorney or co-trustee appointed by the Chargee;

Environment

humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following:

- (a) air (including air within natural or man-made structures, whether above or below ground);
- (b) water (including territorial, coastal and inland waters, water under or within land and water in drains and sewers); and
- (c) land (including land under water);

Environmental Law

any applicable law or regulation which relates to:

- (a) the pollution or protection of the Environment;
- (b) the conditions of the workplace; or
- (c) the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including any waste;

Equipment

in relation to the Chargor, all equipment, plant, machinery, tools, vehicles, furniture, fittings, installations, apparatus and other tangible moveable property owned by it (or any trustee or nominee on its behalf), including any part of it and all spare parts, replacements, modifications and additions and the benefit of all manuals, instructions, warranties, licences and maintenance agreements relating to the equipment;

Event of Default

- (a) the Chargor fails to pay all or any of the Secured Liabilities following a demand for payment by the Chargee;
- (b) any corporate action, legal proceedings or other procedure or step (including the making of a petition or an application or the giving of any notice) is taken in relation to:
 - (i) the appointment of an Administrator;
 - (ii) the winding up or dissolution of the Chargor or to appoint a liquidator, trustee, manager or receiver, administrative receiver or similar office of the Chargor or any part of its undertaking or assets;
 - (iii) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Chargor;

- (iv) any composition, compromise, assignment or arrangement with any creditor or member of the Chargor;
- (c) the making of a request by the Chargor for the appointment of a Receiver;
- (d) any equivalent procedure or step to those listed in (b) and (c) above is taken under the laws of any Relevant Jurisdiction; or
- (e) the Chargor breaches any of the provisions of any Finance Document or an event of default (however described) occurs under any Finance Document;

Finance Documents

- (a) this deed;
- (b) the asset purchase agreement dated on or about the date of this deed and made between, amongst others, the Chargor (as buyer), the Chargee (as a seller);
- (c) any document, instrument or agreement under which the Chargee makes money available to the Chargor or under which the Chargor otherwise owes sums to the Chargee;
- (d) any Security Interest granted in favour of the Chargee in connection with the Secured Liabilities from time to time;
- (e) any intercreditor, subordination or other priority agreement to which the Chargee and the Chargor are party in connection with the Secured Liabilities (or in connection with any Security Interest referred to in paragraph (c) above) from time to time; and
- (f) any other document designated a 'Finance Document' by the Chargor and the Chargee;

Fixtures

all (trade) fixtures and fittings and fixed plant and machinery on the Property now or at any time after the date of this deed;

Floating Charge Asset

any Charged Asset which is subject to the floating charge created by this deed;

Insolvency Act

the Insolvency Act 1986;

Insurances

in relation to the Chargor:

- (a) any insurance policies in which it has an interest (other than public liability and third party liability insurances); and
- (b) any rights in respect of those policies;

Losses

any loss, cost, damage, award, charge, penalty, fine, expense or any other liability which any of the Secured Parties have incurred or suffered, or may, directly or indirectly, incur or suffer, including legal costs and any VAT or similar tax on any of those;

LPA

the Law of Property Act 1925;

LPMPA

the Law of Property (Miscellaneous Provisions) Act 1994;

New Property

has the meaning given in clause 8.1;

Party

a party to this deed;

Permitted Disposal

a disposal that is not prohibited by any Finance Document of any Charged Asset charged by way of uncrystallised floating charge only for market value in the ordinary course of the Chargor's business;

Permitted Security

- (a) liens and rights of set-off securing obligations which are not overdue beyond their standard payment dates, arising by operation of law in the ordinary and usual course of trading over property other than land;
- (b) any Security Interest arising out of title retention provisions in a supplier's standard conditions of supply of goods acquired in the ordinary and usual course of trading; or
- (c) any Security Interest granted in relation to any Finance Document or with the prior written approval of the Chargee or in favour of the Chargee;

Premises

any building or erection on the Property;

Property

in relation to the Chargor, any of its freehold, heritable and leasehold property including any property specified in schedule 1 (but excluding any Short Leasehold Property), together with:

- (a) the benefit of all rights, easements and privileges relating to that property;
- (b) all covenants given in respect of that property;
- (c) all licences to enter or use land; and
- (d) all Premises and Fixtures on that property at any time,

(and references to Property includes any part of it);

Receivables

in relation to the Chargor:

- (a) all book and other debts and owing to it;
 - (b) all other monetary claims or money due and owing to it;
 - (c) any rights in respect of any item listed in paragraph (a) and (b) above,
- but excluding any such debts or claims in relation to the Insurances;

Receiver

any receiver, manager or receiver and manager appointed under this deed;

Related Rights

in connection with any Securities:

- (a) all dividends, interest and other distributions paid or payable;
- (b) all rights, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise; and
- (c) any other rights;

Relevant Jurisdiction

- (a) the Chargor's jurisdiction of incorporation or organisation;
- (b) any jurisdiction where any Charged Asset is situated; and
- (c) any jurisdiction where the Chargor conducts its business;

Secured Liabilities

- (a) all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity) of the Chargor to the Chargee; and
- (b) any amounts which would be included in paragraph (a) above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings;

Secured Parties

- (a) the Chargee;
- (b) any Receiver, and
- (c) any Delegate,

or any of them and any of their agents, officers and employees;

Securities

in relation to the Chargor, all its stocks, shares, loan capital, debentures, bonds, warrants, coupons or other securities or investments (whether or not marketable) (held by it or by any trustee or nominee on its behalf) together with all Related Rights;

Security Interest

a mortgage, charge, pledge, trust, assignment by way of security, lien, hypothecation or other encumbrance, arrangement or security interest securing any obligation of any person or any other agreement or arrangement having a similar effect or any title retention rights or set-off rights created by agreement;

Security Period

the period beginning on the date of this deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full;

Short Leasehold Property

a leasehold property held by the Chargor now or in the future under a lease granted at a market rate which has an unexpired term of 15 years or less at the date of this deed (or in the case of future acquired leasehold property, at the date of acquisition of such property by the Chargor);

Subsidiary

a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006;

Tax

any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of them);

Third Parties Act

the Contracts (Rights of Third Parties) Act 1999; and

VAT

value added tax provided for in the Value Added Tax Act 1994 and any other Tax of a similar nature.

- 1.2 In this deed, unless stated otherwise, a reference to:
 - 1.2.1 a clause or schedule is to a clause or schedule to this deed;
 - 1.2.2 a paragraph is to a paragraph of a schedule;
 - 1.2.3 a provision of law includes that provision as replaced, modified or re-enacted from time to time and any secondary legislation made under that statutory provision from time to time, in each case whether before or after the date of this deed;
 - 1.2.4 a person includes any individual, firm, company, corporation, government, state or agency of state or any association, trust, joint

- venture, consortium or partnership (whether or not having separate legal personality);
- 1.2.5 a “Party”, the “Chargor”, the “Chargee” or any other person includes its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under any Finance Document;
- 1.2.6 “disposal” or “dispose” includes any sale, transfer, assignment, grant, lease, licence, declaration of trust or other disposal, whether voluntary or involuntary;
- 1.2.7 a company includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.8 writing, subject to clause 28, includes any mode of reproducing words in a legible and non-transitory form;
- 1.2.9 this deed or any provision of this deed or any other agreement, document or instrument is to this deed, that provision or that agreement, document or instrument as amended, novated, supplemented, extended, restated or replaced; and
- 1.2.10 a time of day is to London time.
- 1.3 The contents table and headings are for convenience only and do not affect interpretation of this deed.
- 1.4 Words in the singular include the plural (and *vice versa*) and gender specific words include every gender.
- 1.5 The Schedules form part of this deed as if set out in the body of this deed.
- 1.6 The words “other”, “include”, “including” and “in particular” (or any similar words or expression) do not limit the generality of any preceding words and any words which follow them will not be limited by any preceding words where a wider interpretation is possible.
- 1.7 For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of all Finance Documents and other documents and of any side letters between any parties relating to any Finance Document are incorporated into this deed to the extent necessary to ensure that any disposition of Property in this deed is valid under that section.
- 1.8 In this deed, unless the context requires otherwise, references to :
- 1.8.1 “this Security” is to any Security Interest created or intended or expressed to be created by this deed;
- 1.8.2 a Charged Asset includes the proceeds of that Charged Asset;
- 1.8.3 any **rights** in respect of an asset includes:
- (a) all amounts and proceeds paid or payable;
 - (b) all rights to make any demand or Claim; and
 - (c) all powers, remedies, causes of action, security, guarantees and indemnities,

in each case in respect of or derived from that asset.

1.9 “£” and “sterling” represent lawful currency of the United Kingdom.

1.10 The Parties intend this document to take effect as a deed despite the fact the Chargee may only execute it under hand.

2. **CREATION OF SECURITY**

2.1 **Security**

2.1.1 The Chargor covenants to pay or discharge, on demand, the Secured Liabilities when they fall due.

2.1.2 This Security is:

- (a) created in favour of the Chargee;
- (b) created over present and future assets of the Chargor;
- (c) security for payment of all the Secured Liabilities; and
- (d) made with full title guarantee under the LPMPA.

2.1.3 Clause 2.2 and clause 2.3 shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each Charged Asset within any particular class of assets specified.

2.1.4 Any failure to create an effective fixed Security Interest (for whatever reason) over a Charged Asset shall not affect the fixed nature of the Security Interest over any other Charged Asset, whether within the same class of assets or not.

2.2 **Fixed charges**

2.2.1 The Chargor charges by legal mortgage its Property listed in schedule 1.

2.2.2 The Chargor charges by fixed charge:

- (a) all its other interests in Property (not effectively charged by clause 2.2.1);
- (b) all its Equipment;
- (c) all its other Securities;
- (d) all its Bank Accounts;
- (e) the benefit of all Authorisations used in connection with its business or any of its Charged Assets and the right to recover and receive compensation which may be payable to it in respect of any of those Authorisations;
- (f) all its goodwill and uncalled capital;
- (g) all its Receivables; and
- (h) to the extent not effectively assigned under clause 2.3, all its Insurances.

2.3 **Assignment**

The Chargor assigns and will assign absolutely (subject to a condition for reassignment on irrevocable discharge in full of the Secured Liabilities) all its rights, title, interest and benefit in and to its Insurances.

2.4 **Floating charge**

2.4.1 The Chargor charges by a first floating charge all its assets not effectively mortgaged, charged or assigned by fixed mortgage, fixed charge or assignment.

2.4.2 The floating charge created by clause 2.4.1 is a qualifying floating charge for the purpose of Paragraph 14 of Schedule B1 to the Insolvency Act.

2.5 **Conversion of floating charge**

2.5.1 If:

(a) an Event of Default is continuing; or

(b) the Chargee, in its reasonable opinion:

(i) considers any Floating Charge Asset 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; or

(ii) considers it desirable to protect the priority of this Security,

the Chargee may, by written notice to the Chargor, convert the floating charge created by this deed into a fixed charge over those Charged Assets specified in the notice.

2.5.2 The floating charge created by this deed may not be converted into a fixed charge solely by reason of:

(a) obtaining a moratorium; or

(b) anything done with a view to obtaining a moratorium, under Part A1 Insolvency Act.

2.5.3 Clause 2.5.2 does not apply to any floating charge referred to in subsection (4) of section A52 of Part A1 Insolvency Act.

2.5.4 The giving by the Chargee of a notice under clause 2.5.1 relating to any class of assets of the Chargor shall not be construed as a waiver or abandonment of the rights of the Chargee to serve similar notices for any other class of assets or of any of the other rights of the Chargee.

2.5.5 The floating charge created by this deed will (in addition to the circumstances in which this will occur under general law) automatically be converted into a fixed charge over any Floating Charge Asset if an administrator is appointed or the Chargee receives notice of an intention to appoint an administrator.

2.5.6 Clause 2.5.5 will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in

Scotland pursuant to section 72 of the Insolvency Act by reason of such automatic conversion.

3. REPRESENTATIONS AND WARRANTIES

3.1 The Chargor makes the following representations and warranties to the Chargee:

- 3.1.1 all Property beneficially owned by the Chargor at the date of this deed is identified in schedule 1;
- 3.1.2 it is the legal and beneficial owner of the Charged Assets; and
- 3.1.3 the obligations expressed to be assumed by it in this deed are legal, valid, binding and enforceable obligations.

3.2 The Chargor makes the representations and warranties in clause 3.1 on the date of this deed and the representations and warranties in clause 3.1.2 and 3.1.3 on each day any of the Secured Liabilities remain outstanding.

4. NEGATIVE PLEDGE AND NO DISPOSAL

The Chargor must not:

- 4.1 create, purport to create or permit to exist any Security Interest over any Charged Asset (unless it is Permitted Security); or
- 4.2 dispose of any Charged Asset (unless it is a Permitted Disposal), except with the prior written consent of the Chargee.

5. PRESERVATION AND MAINTENANCE

5.1 The Chargor must not do (or allow to be done) anything which might:

- 5.1.1 depreciate, jeopardise or otherwise prejudice this Security; or
- 5.1.2 materially reduce the value of any Charged Asset.

5.2 The Chargor must:

- 5.2.1 comply with all laws, regulations, licences or consents affecting any of the Charged Assets;
- 5.2.2 observe and perform in all material respects all covenants and stipulations from time to time affecting any Charged Assets, make all payments, carry out all registrations or renewals and generally take all steps to preserve, maintain and renew where necessary or desirable all of the Charged Assets;
- 5.2.3 not enter into any onerous or restrictive obligations affecting the Charged Assets without the prior written consent of the Chargee;
- 5.2.4 produce to the Chargee within 14 days of receipt by it, every material notice, order or proposal given or made relating to the Charged Assets by any competent authority and either comply with them or make any objections and representations against them that the Chargee requires or approves;

- 5.2.5 keep all Premises in a good state of repair and keep all other Charged Assets in good working order and condition (ordinary wear and tear excepted); and
- 5.2.6 not, except with the prior written consent of the Lender:
 - (a) part with or share possession or occupation of the Property;
 - (b) grant any lease or other right or licence to occupy the Property or any licence to assign or sub-let the Property;
 - (c) forfeit, determine, accept or agree to accept the surrender of any lease relating to the Property;
 - (d) vary the terms of any lease or licence of the Property;
 - (e) agree any rent review of any lease or licence of the Property;
 - (f) surrender or agree to surrender any leasehold interest held by it relating to the Property or allow that interest to be forfeited;
 - (g) create or permit to arise on the Property any interest having overriding effect; or
 - (h) permit any person to become entitled to any right, easement, covenant or other matter which might adversely affect the use, value or marketability of the Property.

6. **INSURANCES**

- 6.1 The Chargor will collect all money payable to it under the Insurances.
- 6.2 All money collected under clause 6.1:
 - 6.2.1 will be held on trust for the Chargee; and
 - 6.2.2 if the Chargee requests, be promptly paid into any bank account the Chargee directs.

7. **RECEIVABLES**

- 7.1 The Chargee appoints the Chargor as its agent for:
 - 7.1.1 administering and collecting all Receivables; and
 - 7.1.2 at the Chargor's own expense, taking any enforcement action and legal or other proceedings necessary or that the Chargee requires for collection of the Receivables,

in each case for the benefit of the Chargee and following any directions given by the Chargee from time to time. The Chargor accepts that appointment.
- 7.2 The Chargee may terminate the agency under clause 7.1 at any time.
- 7.3 While the agency in clause 7.1 continues, the Chargor will not hold itself out to third parties as agent of the Chargee other than for the purposes it is appointed for.
- 7.4 The Chargor must not, without the Chargee's prior written consent:
 - 7.4.1 exercise (or allow any other person to exercise) set-off against any Receivables;

- 7.4.2 sell, assign, charge, factor or discount or in any other manner deal with any Receivables; or
 - 7.4.3 extend the due date for payment of any Receivables;
 - 7.4.4 waive any right of recovery nor fail to do anything which may delay or prejudice recovery of any Receivables.
- 7.5 All Receivables collected under clause 7.1:
- 7.5.1 will be held on trust for the Chargee; and
 - 7.5.2 if the Chargee requests, be promptly paid into any bank account the Lender directs.

8. **NEW PROPERTY**

- 8.1 If, after the date of this deed, the Chargor acquires any Property (**New Property**) it must:
- 8.1.1 notify the Lender immediately;
 - 8.1.2 immediately on the Lender's request and at the Chargor's cost, execute and deliver to the Lender a legal mortgage (or, in the case of New Property situated in Scotland, standard security) in favour of the Lender over that New Property in any form which the Lender may require; and
 - 8.1.3 complete any registration requirements or notices that the Lender requires in respect of this Security or such legal charge (or standard security).
- 8.2 If any New Property is leasehold property requiring the landlord's consent for the Chargor to perform any of its obligations under this clause 8, the Chargor is not required to perform that obligation until it has obtained the landlord's consent. The Chargor will use its reasonable endeavours to obtain that consent.

9. **SECURITIES**

- 9.1 Until this Security is enforceable under clause 12:
- 9.1.1 the voting rights, powers and other rights in respect of the Securities will be exercised:
 - (a) by the Chargor; or
 - (b) if exercisable by the Chargee, in any manner which the Chargor may direct the Chargee in writing; and
 - 9.1.2 all dividends, distributions or other income paid or payable in relation to any of the Securities may be received by the Chargor.
- 9.2 When this Security has become enforceable under clause 12:
- 9.2.1 provided that the Chargee has given notice to the Chargor that it intends to exercise its rights under this clause 9.2.1, the Chargee may exercise (in the Chargor's name without further consent), any voting rights and other powers or rights exercisable by the registered holder or bearer of the Securities; and

- 9.2.2 all dividends, distributions, or other income paid or payable in relation to the Securities received by or for the Chargor will be held on trust for the Chargee and promptly transferred to the Chargee or as the Chargee directs.
- 9.3 The exercise of voting rights and other powers or rights under clause 9.2.1 is for the purpose of preserving the value of this Security or facilitating the realisation of it.
- 9.4 The Chargee is not under any duty to:
- 9.4.1 ensure any money payable relating to the Securities is paid or received;
- 9.4.2 verify that the correct amounts are paid or received; or
- 9.4.3 take any action relating to the taking up of any (or any offer of any) stocks, shares, rights, money or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or relating to, or in substitution for, any of those Securities.
- 9.5 Despite anything to the contrary contained in this deed, the Chargor remains liable to observe and perform all conditions and obligations assumed by it relating to the Securities.
- 9.6 The Chargor indemnifies the Chargee against any loss or liability incurred by the Chargee as a consequence of the Chargee acting on the Chargor's directions in respect of any of the Securities.

10. **THE LAND REGISTRY**

The Chargor consents to a restriction being entered on the Register of Title relating to any of its Property registered at HM Land Registry. The restriction will be as follows:

"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 John Andrew referred to in the charges register or their conveyancer (Standard Form P)."

11. **FURTHER ADVANCES**

- 11.1 Subject to any Finance Documents, the Chargee is obliged to make further advances (and that obligation is deemed to be incorporated into this deed) and this Security secures those further advances.
- 11.2 The Chargor consents to a notice being entered on the Register of Title relating to any Property registered at HM Land Registry that there is an obligation to make further advances in respect of this Security.

12. **WHEN SECURITY BECOMES ENFORCEABLE**

- 12.1 This Security will become immediately enforceable if an Event of Default occurs.
- 12.2 After this Security has become enforceable, the Chargee may enforce all or any part of it in any manner it sees fit.

12.3 The power of sale and other powers conferred by section 101 LPA, as amended by this deed, will be immediately exercisable at any time after this Security has become enforceable.

12.4 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this deed.

13. **ENFORCEMENT OF SECURITY**

13.1 **General**

13.1.1 Section 103 LPA (restricting the power of sale) and section 93 LPA (restricting the right of consolidation) do not apply to this Security.

13.1.2 The Chargee's statutory powers of leasing are extended so as to authorise the Chargee to lease, make agreements for leases, accept surrenders of leases and grant options as the Chargee considers suitable, without the need to comply with any provision of section 99 or section 100 LPA.

13.1.3 No person dealing with any Secured Party need enquire:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power a Secured Party is exercising or trying to exercise:
 - (i) has become exercisable; or
 - (ii) is being exercised properly;
- (c) whether any money remains due by the Chargor to the Chargee; or
- (d) how any money paid to a Secured Party will be applied.

13.2 **No liability as mortgagee in possession**

No Secured Party will be liable, by reason of entering into possession of a Charged Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

13.3 **Privileges**

Each Secured Party is entitled to all the rights, powers, privileges and immunities conferred by the LPA on mortgagees and receivers properly appointed under the LPA, except that section 103 LPA does not apply.

14. **RECEIVER**

14.1 **Appointment, remuneration and removal of Receiver**

14.1.1 Except as provided below, the Chargee or any Delegate may appoint any one or more persons to be a Receiver of the Charged Assets if:

- (a) this Security has become enforceable under clause 12; or
- (b) the Chargor asks the Chargee to do so at any time.

14.1.2 Any appointment under clause 14.1.1 may be by deed, under seal or in writing under its hand.

- 14.1.3 Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) LPA) does not apply to this deed.
- 14.1.4 The Chargee is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 Insolvency Act other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 Insolvency Act.
- 14.1.5 The Chargee may not appoint an administrative receiver (as defined in section 29(2) Insolvency Act) over the Charged Assets if the Chargee is prohibited from doing so by section 72A Insolvency Act and no exception to the prohibition on appointing an administrative receiver applies.
- 14.1.6 The Chargee may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) LPA will not apply.
- 14.1.7 The Chargee may remove any Receiver appointed by it and appoint a new Receiver in his place. If there is more than one Receiver, they will have power to act individually (unless the deeds or other instruments appointing them say otherwise).

14.2 **Agent of the Chargor**

- 14.2.1 A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver properly appointed by a mortgagee under the LPA. The Chargor is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.
- 14.2.2 No Secured Party (and none of their agents, officers or employees) will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

14.3 **Relationship with Chargee**

To the fullest extent allowed by law, any right, power or discretion conferred by this deed (either expressly or impliedly) or by law on a Receiver may, after this Security becomes enforceable under clause 12, be exercised by the Chargee or any Delegate in relation to any Charged Asset whether or not a Receiver has been appointed.

15. **POWERS OF RECEIVER**

15.1 **General**

- 15.1.1 A Receiver has all of the rights, powers and discretions set out below in this clause 15 in addition to those conferred on it by any law (but without any of the restrictions on the exercise of those powers imposed by the LPA or the Insolvency Act). This includes:
 - (a) all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act, even though he may not be an administrative receiver; and

- (b) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the LPA and the Insolvency Act.

15.1.2 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.

15.2 Possession

A Receiver may take immediate possession of, collect and get in the Charged Assets and/or income for which he was appointed.

15.3 Carry on business

A Receiver may manage the Charged Assets and the business of the Chargor.

15.4 Employees

15.4.1 A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others (including his partners and firms) for the purposes of this deed on any terms (as to remuneration or otherwise) he considers suitable.

15.4.2 A Receiver may discharge any person appointed by the Chargor.

15.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Charged Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose he considers suitable.

15.6 Sale of assets

15.6.1 A Receiver may (or may agree to) sell, exchange, convert into money and realise any Charged Asset by public auction or private contract and generally in any manner and on any terms he considers suitable.

15.6.2 The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period he considers suitable.

15.6.3 Fixtures, (other than those belonging to a landlord), may be severed and sold separately from the relevant Property without the consent of the Chargor.

15.7 Leases

15.7.1 A Receiver may (or may agree to) let any Property for any term and at any rent (with or without a premium) he considers suitable and may accept a surrender of any lease or tenancy of any Property on any terms he considers suitable (including the payment of money to a lessee or tenant on a surrender).

15.7.2 A Receiver may operate any rent review clause for any Property and apply for any new or extended lease.

15.8 Compromise

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

15.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Charged Asset he considers suitable.

15.10 Receipts

15.10.1 A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Charged Asset.

15.10.2 Only money actually paid by a Receiver to the Chargee in satisfaction or discharge of the Secured Liabilities may be applied by the Chargee in satisfaction of the Secured Liabilities.

15.10.3 No Secured Party need take any particular action relating to the Receivables.

15.11 Subsidiaries

A Receiver may form a subsidiary of the Chargor and transfer any Charged Asset to that subsidiary.

15.12 Delegation

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

15.13 Lending

A Receiver may lend money or advance credit to any person.

15.14 Protection of assets

A Receiver may:

15.14.1 carry out any repair or put in place any insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Charged Asset;

15.14.2 commence and/or complete any building operation; and

15.14.3 apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he considers suitable.

15.15 Other powers

A Receiver may:

15.15.1 do all other acts and things he considers necessary or desirable for realising any Charged Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this deed or law;

- 15.15.2 exercise in relation to any Charged Asset all the powers, authorities and things he would be capable of exercising if he were the absolute beneficial owner of that Charged Asset;
 - 15.15.3 agree to any arrangement or compromise he considers suitable and do any other things incidental or conducive to any of his other powers; and
 - 15.15.4 use the name of the Chargor for any of the above purposes.
- 15.16 In making any disposal a Secured Party may accept, as consideration, cash, shares, loan capital or other obligations on any terms he may agree. Any contract for disposal may contain conditions excluding or restricting the personal liability of any Secured Party.
- 15.17 No Secured Party will be liable for:
- 15.17.1 the Charged Assets; or
 - 15.17.2 any loss or damage which arises out of the:
 - (a) exercise;
 - (b) attempted exercise; or
 - (c) failure to exercise,any of their respective powers, unless the loss or damage is caused by his gross negligence or wilful misconduct.
- 15.18 No Secured Party will be liable to the Chargor for the manner in which they deal or fail to deal with the Receivables.
- 15.19 Without prejudice to the generality of clause 15.17, entry into possession of the Charged Assets will not make a Secured Party liable to account as mortgagee in possession. If any Secured Party enters into possession of the Charged Assets, he may, at any time at his discretion, go out of possession.
- 15.20 All or any of the powers which a Receiver has under this deed may be exercised by the Chargee or any Delegate without first appointing a Receiver or despite the appointment of any Receiver.
- 15.21 Except to the extent provided by law, an insolvency event for the Chargor will not affect any powers described in this clause 15.
16. **APPLICATION OF PROCEEDS AND SUSPENSE ACCOUNT**
- 16.1 All money received by a Secured Party under this deed will (subject to the claims of any person having prior rights and as a variation of the LPA) be applied in the following order:
- 16.1.1 in payment of the costs, charges and expenses incurred by or for any Secured Party (or attorney or agent appointed by them) relating to this deed and the payment of any Receiver's remuneration due in relation to this deed;
 - 16.1.2 in or towards the Secured Liabilities in any order the Chargee decides; and
 - 16.1.3 any surplus to the Chargor or other person entitled to it.

16.2 Until the Secured Liabilities have been irrevocably paid in full, the Chargee (or any trustee or agent on its behalf) may:

16.2.1 refrain from applying or enforcing any other money, Security Interest or rights held or received by the Chargee (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce them in any manner and order it chooses (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of them; and

16.2.2 hold in an interest-bearing suspense account any money received from the Chargor or on account of the Chargor's liability under this deed.

16.3 If this Security is enforced at a time when no amount is due in respect of the Secured Liabilities but at a time when amounts may or will become due, the Chargee may pay the proceeds of any recoveries or other proceeds of enforcement into a suspense account.

17. **SECURITY PROTECTIONS**

17.1 **Continuing**

This Security is a continuing security and extends to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part or any other matter or thing.

17.2 **No merger**

17.2.1 This Security is in addition to, and independent of, any other Security Interest or guarantee that the Chargee holds at any time for any of the Secured Liabilities.

17.2.2 No prior Security Interest held by the Chargee over the Charged Assets will merge with this Security.

17.2.3 This Security may be enforced against the Chargor without first having recourse to any other rights of the Chargee.

17.3 **Remedies and waivers**

17.3.1 No single or partial exercise, or non-exercise or non-enforcement of any right or remedy provided by this deed or by law prevents or restricts any further or other exercise or enforcement of that (or any other) right or remedy.

17.3.2 No failure to exercise, nor any delay in exercising any right or remedy under any Finance Document or other document shall operate as a waiver of any such right or remedy or constitute an election to affirm any Finance Document or other document. No election to affirm any Finance Document or other documents on the part of any Secured Party shall be effective unless it is in writing.

17.3.3 The rights and remedies of the Secured Parties under this deed are cumulative and not exclusive of any rights or remedies provided by law.

17.4 Reinstatement

17.4.1 If the Chargee considers that an amount paid to it is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this deed.

17.4.2 If any release, discharge or arrangement (whether in respect of the obligations of the Chargor or any guarantee or Security Interest given for those obligations or otherwise) is made by the Chargee in whole or in part on the basis of any payment, guarantee, Security Interest or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Chargor under this deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

17.5 Redemption of prior charges

17.5.1 When this Security has become enforceable under clause 12, the Chargee may, at the sole cost of the Chargor (payable to the Chargee on demand):

- (a) redeem any prior Security Interest over any Charged Asset; and/or
- (b) ensure the transfer of that Security Interest to itself; and/or
- (c) settle and pass the accounts of any prior mortgagee, chargee or encumbrancer which, once so settled and passed, will be final and binding on the Chargor.

17.5.2 The Chargor must pay to the Chargee, immediately on demand, the costs and expenses incurred by the Chargee in connection with any such redemption and/or transfer, including the payment of any principal or interest.

17.6 Waiver of defences

The obligations of the Chargor under this deed will not be affected by any act, omission, matter or thing which but for this clause 17.6, might reduce, release or prejudice any of its obligations under this deed (whether or not the Chargor or the Chargee knows about it) including:

17.6.1 any time, waiver or consent granted to, or composition with, the Chargor or any other person;

17.6.2 any failure or delay in exercising a right or remedy under this deed;

17.6.3 the release of any other person under the terms of any composition or arrangement;

17.6.4 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security Interest over assets of, the Chargor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security Interest;

- 17.6.5 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor or any other person;
- 17.6.6 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or Security Interest including any change in the purpose of, any extension of or increase in any facility or the addition of any new facility or other document, guarantee or Security Interest;
- 17.6.7 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security Interest; or
- 17.6.8 any insolvency or similar proceedings.

17.7 Deferral of rights

- 17.7.1 Until all amounts which may be or become payable in respect of the Secured Liabilities have been irrevocably paid in full and unless the Chargee otherwise directs, the Chargor will not exercise any rights it may have by reason of performance by it of its obligations under the Finance Documents or any other document or by reason of any amount being payable, or liability arising, under this deed:
 - (a) to be indemnified by or otherwise claim any right of contribution from any other person in respect of any payment made or other satisfaction of the Secured Liabilities;
 - (b) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Chargee under any Finance Documents or of any other document, guarantee or Security Interest taken pursuant to, or in connection with, the Secured Liabilities by the Chargee;
 - (c) to bring legal or other proceedings for an order requiring any person to make any payment, or perform any obligation in respect of the Secured Liabilities;
 - (d) to exercise any right of set-off against any person in respect of any payment made or other satisfaction of the Secured Liabilities; and/or
 - (e) to claim or prove as a creditor of any person in respect of any payment made or other satisfaction of the Secured Liabilities in competition with the Chargee.
- 17.7.2 If the Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Chargee by the Chargor to be repaid in full on trust for the Chargee and shall promptly pay or transfer the same to the Chargee or as the Chargee may direct for application under clause 16.

17.8 New accounts

- 17.8.1 If the Chargee receives notice of any subsequent Security Interest or other interest affecting any Charged Asset, it may open a new account for the Chargor in its books.
- 17.8.2 If the Chargee does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that Security Interest.
- 17.8.3 As from that time all payments made to the Chargee will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

18. COSTS, EXPENSES AND INDEMNITIES

18.1 Documentation costs

The Chargor must on demand pay the Secured Parties all reasonable costs and expenses, including reasonable legal, valuation, accountancy and consultancy fees (and VAT) incurred by any of them relating to any actual or proposed amendment, replacement, restatement or extension of, or any waiver or consent under, this deed or any of the documents referred to in this deed.

18.2 Enforcement costs

The Chargor must reimburse any Secured Party on demand for all Losses incurred as a result of the enforcement, attempted enforcement or preservation of any of their rights under:

- 18.2.1 this deed; or
- 18.2.2 any of the documents referred to in this deed.

18.3 Further indemnity

- 18.3.1 The Chargor must, on demand, indemnify the Secured Parties for all Claims and Losses which may be incurred by or made against any of them at any time relating to or arising directly or indirectly out of:
- (a) a failure by the Chargor to pay any amount due under this deed on its due date;
 - (b) taking, holding, protection or enforcement of this Security;
 - (c) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;
 - (d) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts;
 - (e) any Event of Default or other default by the Chargor in the performance of any of its other obligations under any Finance Documents;
 - (f) the exercise of any of the rights, powers, discretions, authorities and remedies vested in any Secured Party by this deed or by law;

- (g) any actual or alleged breach of any law or regulation (including any Environmental Law) by any person which would not have arisen if this deed had not been entered into;
- (h) any misconduct, omission or default by any substitute or delegate under clause 23 or clause 24.3;
- (i) acting as Chargee, Receiver or Delegate under this deed or which otherwise relates to any of the Charged Assets (otherwise, in each case, than by reason of the relevant Secured Party's gross negligence or wilful misconduct).

18.3.2 The Chargor expressly acknowledges and agrees that the continuation of its indemnity obligations under this clause 18.3 will not be prejudiced by any release of this Security or disposal of any Charged Asset.

18.3.3 Each Secured Party may, in priority to any payment to the other Secured Parties, indemnify itself out of the Charged Assets in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this clause 18.3 and shall have a lien on this Security and the proceeds of the enforcement of this Security for all money payable to it.

18.4 **No liability**

No Secured Party will in any way be liable or responsible for any loss or liability of any kind arising from any act or omission by that Secured Party (whether as mortgagee in possession or otherwise) relating to the Charged Assets, except to the extent caused by its own negligence or wilful misconduct.

18.5 **Stamp duty costs**

The Chargor must pay all present and future stamp, registration and similar taxes or charges which may be payable, or determined to be payable, as a result of the execution, delivery, performance or enforcement of this deed or any judgment given relating to this deed.

19. **PAYMENTS**

19.1 Subject to clause 19.2, all payments to be made by the Chargor under this deed, must be made:

- 19.1.1 in immediately available funds to any account the Chargee chooses; and
- 19.1.2 free and clear of, and without any deduction for, or on account of, any set-off or counterclaim or, except to the extent required by law, any deduction on account of any Tax.

19.2 If the Chargor is legally required to withhold or deduct any Tax from any payment under this deed, that sum must be increased so as to result in the receipt by the Chargee of a net amount equal to the full amount expressed to be payable under this deed.

19.3 Any demand, notification or certificate given by the Chargee specifying amounts due and payable under or relating to this deed shall, in the absence of manifest error, be conclusive and binding on the Chargor.

20. DEFAULT INTEREST

20.1 Any amount due under this deed but unpaid will bear interest (both before and after judgment and payable on demand) from its due date (or, in the case of costs, fees or expenses incurred, from the date they are incurred) until the date it is unconditionally and irrevocably paid and discharged in full on a daily basis at the Default Rate.

20.2 Default Interest is calculated on the basis of the actual number of days elapsed and a year of 365 days and is compounded at quarterly intervals.

21. CURRENCY

21.1 Conversion

All money received or held by a Secured Party under this deed may be converted from its existing currency into any other currency the Chargee considers necessary to discharge the Secured Liabilities in that other currency at a market rate of exchange then prevailing.

21.2 No Discharge

No payment to the Chargee (whether under any judgment or court order or in the liquidation or dissolution of the Chargor or otherwise) will discharge any obligation or liability of the Chargor, unless and until the Chargee has received payment in full in the currency in which the obligation or liability was incurred and, to the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency, the Chargee has a further separate cause of action in relation to the shortfall and is entitled to enforce this Security to recover the amount of the shortfall.

21.3 Change of Currency

21.3.1 Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:

- (a) any reference in this deed to, and any obligations arising under this deed in, the currency of that country is translated into, or paid in, the currency or currency unit of that country designated by the Chargee (after consultation with the Chargor); and
- (b) any translation from one currency or currency unit to another is at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Chargee (acting reasonably).

21.3.2 If a change in any currency of a country occurs, this deed will, to the extent the Chargee (acting reasonably and after consultation with the Chargor) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the London interbank market and otherwise to reflect the change in currency.

22. SET-OFF BY CHARGEЕ

The Chargee may set off any matured obligation due from the Chargor under this deed (to the extent beneficially owned by the Chargee) against any matured

obligation owed by the Chargee to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Chargee may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

23. DELEGATION

23.1 The Chargee or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this deed.

23.2 Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Chargee or that Receiver (as the case may be) may, in its discretion, think fit.

23.3 Neither the Chargee nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

24. FURTHER ASSURANCE AND POWER OF ATTORNEY

24.1 Further assurance

24.1.1 The Chargor must promptly at its own expense do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Chargee reasonably specifies (and in any form the Chargee reasonably requires in favour of the Chargee or its nominee(s)):

- (a) to perfect this Security (which may include the execution of a mortgage, charge, assignment or other Security Interest over all or any of the Charged Assets) or for the exercise of any rights, powers and remedies of the Chargee provided by or pursuant to this deed or by law;
- (b) to confer on the Chargee Security Interests over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security Interest intended to be conferred by or pursuant to this deed; and/or
- (c) to facilitate the realisation of the Charged Assets.

24.1.2 The Chargor must take all action available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of this Security.

24.2 Remedy

Without prejudice to clause 12, clause 24.3 or any other provision of this deed, if the Chargor does not comply with any of its obligations under this deed and that failure is not remedied to the Chargee's satisfaction within 10 Business Days of the earlier of:

24.2.1 the Chargor becoming aware of such failure; and

24.2.2 the Chargee notifying the Chargor that remedy is required,

the Chargor irrevocably authorises the Chargee or any Delegate to take any action on its behalf that is necessary to ensure those obligations are complied with.

24.3 Power of attorney

24.3.1 The Chargor, by way of security, irrevocably and severally appoints the Chargee, any Delegate and each Receiver (and any Receiver's delegates or sub-delegates) to be its attorney with the full power and authority of the Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise for the Chargor and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of the Chargor under this deed or generally for enabling the Chargee or any Delegate or Receiver (or Receiver's delegates or sub-delegates) to exercise the respective powers conferred on them under this deed or by law.

24.3.2 The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under clause 24.3.1.

25. TIME DEPOSITS

Without prejudice to any right of set-off the Chargee may have under any other Finance Document or otherwise, if any time deposit matures on any account the Chargor has with the Chargee within the Security Period when:

25.1 this Security has become enforceable under clause 12; and

25.2 no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which the Chargee considers appropriate.

26. CHANGE TO PARTIES

26.1 The Chargee may assign, charge or transfer all or any part of its rights under this deed.

26.2 The Chargor must not assign, transfer, charge, make the subject of a trust or deal in any other manner with this deed or any of its rights under this deed or purport to do any of the same without the prior written consent of the Chargee.

27. THIRD PARTY RIGHTS

27.1 Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this deed.

27.2 Notwithstanding any term of any Finance Document or other document, the consent of any person who is not a Party is not required to rescind or vary this deed at any time.

27.3 Any Secured Party may enforce and enjoy the benefit of any clause which expressly confers rights on it, subject to clause 27.2 and the provisions of the Third Parties Act.

28. NOTICES

28.1 Communications in writing

Any communication to be made under or in connection with this deed shall be made in writing.

28.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this deed is that identified with its name below or any substitute address, fax number or department or officer as one Party may notify to the other Parties by not less than five Business Days' notice.

28.3 Delivery

28.3.1 Any communication or document made or delivered by one person to another under or in connection with this deed will only be effective:

- (a) if by way of fax, when received in legible form; or
- (b) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post with postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 28.2, if addressed to that department or officer.

28.3.2 Any communication or document to be made or delivered to the Chargee will be effective only when actually received by the Chargee and then only if it is expressly marked for the attention of the department or officer identified with the Chargee's signature below (or any substitute department or officer as Chargee shall specify for this purpose).

28.3.3 Any communication or document which becomes effective, under clause 28.3.1 and clause 28.3.2 after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

29. GENERAL

29.1 No variation to this deed will be effective unless made in writing and signed by or on behalf of each of the Parties. A waiver given or consent granted by the Chargee under this deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

29.2 Each provision of this deed is severable and distinct from the others. If at any time any provision of this deed is or becomes unlawful, invalid or unenforceable to any extent or in any circumstances for any reason, it shall to that extent or in those circumstances be deemed not to form part of this deed but (except to that extent or in those circumstances in the case of that provision) the legality, validity and enforceability of that and all other provisions of this deed will not be affected in any way.

29.3 If any provision of this deed is found to be illegal, invalid or unenforceable under clause 29.2 but would be legal, valid or enforceable if some part of the provision were deleted, the provision in question will apply with any modifications that may be necessary to make it legal, valid or enforceable.

29.4 This deed may be executed in any number of counterparts each of which when executed and delivered will be an original. All the counterparts together will form one and the same document.

30. **GOVERNING LAW AND JURISDICTION**

30.1 This deed and any non-contractual obligations arising out of or relating to it are governed by the laws of England and Wales.

30.2 The English Courts have exclusive jurisdiction to settle any dispute arising out of or relating to this deed (including a dispute relating to the existence, validity or termination of this deed or any non-contractual obligation arising out of or relating to this deed) (a **Dispute**).

30.3 The Parties agree that the English Courts are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

30.4 Notwithstanding clause 30.2 and 30.3, the Chargee will not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Chargee may take concurrent proceedings in any number of jurisdictions.

EXECUTED as a deed and delivered on the date stated at the beginning of this deed.

SCHEDULE 1

Property

Intentionally blank

EXECUTION PAGES FOR DEBENTURE

EXECUTED as a **DEED** by **STABLES**)
THOMPSON & BRISCOE LTD acting by a)
director in the presence of:) Director

W Signature
I
T Name
N
E Address
S
S

Signed as a **DEED** by **JOHN ANDREWS** in)
the presence of:)
John Andrewꝯ)

W Signature
I
T Name Ellen Stantschew
N
E Address
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