



Registration of a Charge

Company Name: **UNIVERSAL TRADE FRAMES LIMITED**

Company Number: **03233824**



Received for filing in Electronic Format on the: **01/11/2023**

XCFEPPFK

Details of Charge

Date of creation: **01/11/2023**

Charge code: **0323 3824 0005**

Persons entitled: **BRIAN RODGER KRUGER
JEAN ELIZABETH KRUGER**

Brief description: **NO SPECIFIC LAND, SHIP, AIRCRAFT OR INTELLECTUAL PROPERTY
HAS BEEN CHARGED. FOR FULL DETAILS OF THE CHARGES, PLEASE
REFER TO THE CHARGING DOCUMENT DIRECTLY.**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by:

JENNI ENTWISLE, SOLICITOR, DLA PIPER UK LLP, MANCHESTER



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3233824

Charge code: 0323 3824 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st November 2023 and created by UNIVERSAL TRADE FRAMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st November 2023 .

Given at Companies House, Cardiff on 2nd November 2023

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



Companies House



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

Date

1 November

2023

Universal Trade Frames Limited

and

Brian Rodger Kruger and Jean Elizabeth Kruger

Debenture



I CERTIFY THAT SAVE FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES ACT 2006,
THIS IS A TRUE, COMPLETE AND CORRECT COPY
OF THE ELECTRONICALLY EXECUTED ORIGINAL
INSTRUMENT.

DATE 1 November 2023

SIGNED J. Kruger

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This deed is made on the 1st day of November 2023.

PARTIES

- (1) **Universal Trade Frames Limited** incorporated and registered in England and Wales with company number 03233824 whose registered office is at Cross Chambers High Street, Newtown, Powys, SY16 2NY (**Chargor**); and
- (2) The several persons whose names and addresses are set out in Schedule 1 (each a **Lender** together the **Lenders**).

BACKGROUND

Under this deed, the Chargor provides security to the Lenders for the Secured Liabilities.

AGREED TERMS

1. Definitions and interpretation

1.1 Definitions

The following definitions apply in this deed:

"Administrator" an administrator appointed to manage the affairs, business and property of the Chargor pursuant to clause 9.7.

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

"Borrower" means Complete Alliance Acqco 1 Limited a company incorporated and registered in England and Wales with company number 15248591 whose registered office is at Three Counties House, Festival Way, Stoke-on-Trent ST1 5PX.

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

"CA Shareholders" means each of Steven Lloyd, Jason George Mitchell, Gareth Andrew Mobley, John Edward Morris and John James Whittle.

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

"Default Rate" 4% per annum above the interest rate applicable to the relevant Secured Liabilities or, where no rate is applicable, the base rate from time to time of Barclays Bank plc.

"Delegate" any person appointed by the Lenders or any Receiver pursuant to clause 14 and any person appointed as attorney of the Lenders, or any Receiver or Delegate.

"Designated Account" any account of the Chargor nominated by the Lenders as a designated account for the purposes of this deed.

"Disruption Event" either or both of:

- 1 an event (not caused by, and outside the control of, either party) that materially disrupts the systems for payment or communication or the financial markets needed, in each case, to enable either payment to be made or transactions to be carried out under this deed or the Guarantee and Indemnity or any other document under which the Chargor owes obligations to the Lenders; or
- 2 any other event (not caused by, and outside the control of, the party whose operations are disrupted), that results in disruption (of a technical or systems-related nature) to the treasury or payments operations of a party and which prevents either or both parties from (i) performing its payment obligations under this deed or the Guarantee and Indemnity or any other document under which the Chargor owes obligations to the Lenders; or (ii) communicating with the other party as required by the terms of this deed or the Guarantee and Indemnity or any other document under which the Chargor owes obligations to the Lenders.

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

"Event of Default" any of the following events:

- 1 the Chargor fails to pay any of the Secured Liabilities when due, unless its failure to pay is caused solely by an administrative error or technical problem and payment is made within three Business Days of its due date or by a Disruption Event and payment is made within three Business Days of its due date;

- 2 the Chargor or the Borrower suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business;
- 3 the Chargor or the Borrower stops, or suspends, payment of any of its debts or is unable to, or admits its inability to, pay its debts as they fall due;
- 4 the Chargor or the Borrower commences negotiations, or enters into any composition, compromise, assignment or arrangement, with one or more of its creditors (excluding the Lenders) with a view to rescheduling any of its indebtedness (because of actual or anticipated financial difficulties);
- 5 a moratorium is declared in respect of any indebtedness of the Chargor or the Borrower;
- 6 any action, proceedings, procedure or step is taken in relation to the suspension of payments, a moratorium in respect of any indebtedness, winding-up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Chargor or the Borrower;
- 7 any action, proceedings, procedure or step is taken in relation to a composition, compromise, assignment or arrangement with any creditor of the Chargor or the Borrower;
- 8 any action, proceedings, procedure or step is taken in relation to the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Chargor or the Borrower or any of its assets;
- 9 any event occurs in relation to the Chargor or the Borrower similar to those set out in paragraphs 2 to 8 above (inclusive) under the laws of any applicable jurisdiction;
- 10 control of the Chargor's or the Borrower's goods is taken or a distress, attachment, execution, expropriation, sequestration or other analogous legal process in any jurisdiction is levied, enforced or sued out on, or against, the Chargor's or the Borrower's assets which is not discharged or stayed within 21 days;
- 11 any Security on or over the assets of the Chargor or the Borrower becomes enforceable.

"Financial Collateral" has the meaning given to that expression in the Financial Collateral Regulations.

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

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

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

"Inter-Creditor Deed" the inter-creditor deed to be entered into on or around the date of this deed between the Chargor, the Borrower, the CA Shareholders and the Lenders.

"Investments" all certificated shares, stock, debentures, bonds or other securities or investments (whether or not marketable) from time to time legally or beneficially owned by the Chargor.

"Guarantee and Indemnity" the guarantee and indemnity entered into between the Chargor (as guarantor) and the Lenders (as lenders) on or around the date of this deed.

"Lenders' Representative" means Brian Rodger Kruger, being one of the Lenders.

"LPA 1925" the Law of Property Act 1925.

"Permitted Security" means (1) the guarantee and indemnity to be granted by the Chargor in favour of the CA Shareholders on or around the date of this deed; (2) the debenture to be granted by the Chargor to the CA Shareholders on or around the date of this deed; (3) the debenture to be granted by the Borrower to the CA Shareholders on or around the date of this deed; and (4) any Security permitted under the Inter-Creditor Deed.

"Receiver" a receiver, receiver and manager or administrative receiver appointed by the Lenders under clause 12.

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

"Secured Liabilities" all monies, debts and liabilities of any nature from time to time due, owing or incurred by the Chargor to the Lenders pursuant to the terms of the Guarantee and Indemnity.

"Security Financial Collateral Arrangement" has the meaning given to that expression in the Financial Collateral Regulations.

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

"Security Period" the period starting on the date of this deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

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

1.2 Interpretation

In this deed:

- 1.2.1 clause, Schedule and paragraph headings shall not affect the interpretation of this deed;
- 1.2.2 a **person** includes an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any

- association, trust, joint venture or consortium or other entity (whether or not having separate legal personality);
- 1.2.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.4 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.5 a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this deed shall be binding on, and enure to the benefit of, the parties to this deed and their respective personal representatives, successors, permitted assigns and permitted transferees;
- 1.2.6 a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.7 a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision;
- 1.2.8 a reference to **writing** or **written** includes email but not fax;
- 1.2.9 an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.10 a reference to **this deed** (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time;
- 1.2.11 unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this deed and a reference to a paragraph is to a paragraph of the relevant Schedule;
- 1.2.12 any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.2.13 a reference to an **amendment** includes a novation, supplement or variation (and **amend** and **amended** shall be construed accordingly);

- 1.2.14 a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.15 a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration or resolution;
- 1.2.16 a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been remedied or waived;
- 1.2.17 a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and
- 1.2.18 a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.3 **Clawback**

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

1.4 **Nature of security over real property**

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

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

1.5 Nature of security over Investments

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

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

1.6 Law of Property (Miscellaneous Provisions) Act 1989

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

1.7 Schedules

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

2. Covenant to pay

2.1 Covenant to pay

The Chargor covenants to the Lenders that it shall, on demand, pay and discharge the Secured Liabilities when they become due.

2.2 Interest

- 2.2.1 The Chargor covenants with the Lenders to pay interest on any amounts due under clause 2.1 from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of the Chargor) at the Default Rate, provided that, in the case of any cost or expense, such interest shall accrue and be payable as from the date on which the relevant cost or expense arose without the necessity for any demand being made for payment.

- 2.2.2 The Lenders shall not be entitled to recover any amount in respect of interest under both this deed and the Guarantee and Indemnity in respect of any failure by the Chargor to make any payment in respect of the Secured Liabilities.

3. Grant of security

3.1 Fixed charges

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

3.1.1 all present and future estates or interests of the Chargor in, or over, any freehold, leasehold or commonhold property;

3.1.2 the benefit of all other contracts, guarantees, appointments and warranties relating to each Charged Property and other documents to which the Chargor is a party or which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of any Charged Property or otherwise relating to any Charged Property (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them);

3.1.3 all licences, consents and authorisations (statutory or otherwise) held or required in connection with its business or the use of any Secured Asset, and all rights in connection with them;

3.1.4 all its present and future goodwill;

3.1.5 all its uncalled capital;

3.1.6 all the Equipment;

3.1.7 all the Intellectual Property;

3.1.8 all the Book Debts;

3.1.9 all the Investments;

3.1.10 all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account), together with all other rights and benefits accruing to or arising in connection with each account (including, but not limited to, entitlements to interest);

3.1.11 all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy, to the extent not effectively assigned under clause 3.2; and

3.1.12 all its rights in respect of all agreements, instruments and rights relating to the Secured Assets, to the extent not effectively assigned under clause 3.2.

3.2 **Assignment**

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

3.2.1 all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy; and

3.2.2 the benefit of all other agreements, instruments and rights relating to the Secured Assets.

3.3 **Floating charge**

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Lenders, by way of first floating charge, all its undertaking, property, assets and rights not otherwise effectively mortgaged, charged or assigned under clause 3.1 and clause 3.2.

3.4 **Qualifying floating charge**

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3.3.

3.5 **Automatic crystallisation of floating charge**

The floating charge created by clause 3.3 shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if:

3.5.1 the Chargor:

3.5.1.1 creates, or attempts to create, without the prior written consent of the Lenders, Security or a trust in favour of another person over all or any part of the Secured Assets (except as expressly permitted by the terms of this deed or the Guarantee and Indemnity or the Inter-Creditor Deed); or

- 3.5.1.2 disposes, or attempts to dispose, of all or any part of the Secured Assets (other than Secured Assets that are only subject to the floating charge while it remains uncrystallised);
- 3.5.2 any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets;
- 3.5.3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Chargor; or
- 3.5.4 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed

3.6 Crystallisation of floating charge by notice

Except as provided in clause 3.7, the Lenders may, in their sole discretion, by written notice to the Chargor, convert the floating charge created under this deed into a fixed charge as regards any part of the Secured Assets specified by the Lenders in that notice if:

- 3.6.1 an Event of Default is continuing; or
- 3.6.2 the Lenders consider, acting reasonably, that those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

3.7 Part A1 moratorium

- 3.7.1 Subject to paragraph (b) below, the floating charge created by clause 3.3 may not be converted into a fixed charge solely by reason of obtaining a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986.
- 3.7.2 Paragraph (a) above does not apply to any floating charge referred to in section A52(4) of Part A1 of the Insolvency Act 1986.

3.8 Assets acquired after any floating charge has crystallised

Any asset acquired by the Chargor after any crystallisation of the floating charge created under this deed that, but for that crystallisation, would be subject to a floating charge under this deed, shall (unless the Lenders confirm otherwise to the Chargor in writing) be charged to the Lenders by way of first fixed charge.

4. Liability of the Chargor and Lenders' protection

4.1 Liability not discharged

The Chargor's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- 4.1.1 any intermediate payment, settlement of account or discharge in whole or in part of the Secured Liabilities;
- 4.1.2 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Lenders or any Lender may now or after the date of this deed have from or against the Chargor, the Borrower or any other person in connection with the Secured Liabilities;
- 4.1.3 any act or omission by the Lenders or any other person in taking up, perfecting or enforcing any Security, indemnity, or guarantee from or against the Chargor or the Borrower or any other person;
- 4.1.4 any termination, amendment, variation, novation, replacement or supplement of or to any of the Secured Liabilities;
- 4.1.5 any grant of time, indulgence, waiver or concession to the Chargor or the Borrower or any other person;
- 4.1.6 the death, incapacity, insolvency, bankruptcy, liquidation, administration or winding up or any incapacity, limitation, disability, discharge by operation of law or change in the constitution, name or style of the Chargor, the Borrower, a Lender or any other person;
- 4.1.7 any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or Security held from, the Borrower, the Chargor or any other person in connection with the Secured Liabilities;
- 4.1.8 any claim or enforcement of payment from the Borrower, Chargor or any other person;
or
- 4.1.9 any security, guarantee, indemnity, remedy or other right held by, or available to, the Lenders that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;

- 4.1.10 the Lenders or any Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from the Borrower or any other person; or
- 4.1.11 any other act or omission which would not have discharged or affected the liability of the Chargor had it been a principal debtor or anything done or omitted by any person which, but for this provision, might operate to exonerate or discharge the Chargor or otherwise reduce or extinguish its liability under this deed.

4.2 Immediate recourse

The Chargor waives any right it may have to require the Lenders:

- 4.2.1 to take any action or obtain judgment in any court against the Borrower or any other person;
- 4.2.2 to make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Borrower or any other person; or
- 4.2.3 to make demand, enforce or seek to enforce any claim, right or remedy against the G or any other person,

before taking steps to enforce any of its rights or remedies under this deed.

5. General covenants

5.1 Negative pledge and disposal restrictions

The Chargor shall not at any time, except with the prior written consent of the Lenders:

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

5.2 Title documents

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

- 5.2.1 all deeds and documents of title relating to the Secured Assets that are in the possession or control of the Chargor (and if they are not within the possession or control of the Chargor, the Chargor undertakes to obtain possession of all those deeds and documents of title);
- 5.2.2 all Insurance Policies and any other insurance policies relating to any of the Secured Assets that the Chargor is entitled to possess; and
- 5.2.3 all deeds and documents of title (if any) relating to the Book Debts as the Lenders may specify from time to time.

5.3 Insurance

- 5.3.1 The Chargor shall insure and keep insured (or where, in the case of any leasehold property, insurance is the responsibility of the landlord under the terms of the lease, either procure that the landlord insures and keeps insured or, if and to the extent that the landlord does not do so, itself insure and keep insured) the Secured Assets with a reputable insurance company or underwriters in such amounts and against such losses, liabilities and risks (including property owners' public liability and third party liability insurance) as a prudent company in the same business as the Chargor would insure.
- 5.3.2 The Chargor shall, if requested by the Lenders, produce to the Lenders each policy, certificate or cover note relating to any insurance as is required by clause 5.3.1 (or where, in the case of any leasehold property, that insurance is effected by the landlord, such evidence of insurance as the Chargor is entitled to obtain from the landlord under the terms of the relevant lease).
- 5.3.3 The Chargor shall, if requested by the Lenders, procure that, at the Lenders' option, a note of their interest is endorsed on or the Lenders are named as composite insured in respect of its own separate insurable interest under each insurance policy (other than public liability and third party liability insurances) effected or maintained by it or any person on its behalf in accordance with clause 5.3.1 but without the Lenders having any liability for any premium in relation to those insurance policies unless it has expressly and specifically requested to be made liable in respect of any increase in premium or unpaid premium in respect of any Insurance Policy.

5.4 The Chargor shall:

5.4.1 promptly pay all premiums in respect of each insurance policy as is required by clause 5.3.1 and do all other things necessary to keep that policy in full force and effect; and

5.4.2 (if the Lenders so require) give to the Lenders copies of the receipts for all premiums and other payments necessary for effecting and keeping up each insurance policy as is required by clause 5.3.1 (or where, in the case of leasehold property, insurance is effected by the landlord, such evidence of the payment of premiums as the Chargor is entitled to obtain from the landlord under the terms of the relevant lease).

5.5 All monies payable under any insurance policy maintained by the Chargor in accordance with clause 5.3.1 at any time (whether or not the security constituted by this deed has become enforceable) shall:

5.5.1 be paid immediately into a Designated Account;

5.5.2 if they are not paid into a Designated Account, be held, pending such payment, by the Chargor as trustee of the same for the benefit of the Lenders; and

5.5.3 be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or, after the security constituted by this deed has become enforceable and if the Lenders so direct, in or towards discharge or reduction of the Secured Liabilities.

5.6 Notices to be given by the Chargor

The Chargor shall as so requested by the Lenders from time to time:

5.6.1 give notice to each insurer under an Insurance Policy in a form approved by the Lenders, and procure that each insurer provides to the Lenders promptly an acknowledgement of the notice in a form approved by the Lenders; and

5.6.2 give notice to each bank, financial institution or other person with whom the Chargor holds an account (including each Designated Account) in a form approved by the Lenders, and procure that each such bank, financial institution or other person provides to the Lenders promptly an acknowledgement of the notice in a form approved by the Lenders.

6. Investments covenants

6.1 Deposit of title documents

- 6.1.1 The Chargor shall:
 - 6.1.1.1 immediately on written request by the Lenders, deposit with the Lenders, or as the Lenders may direct, all stock or share certificates and other documents of title or evidence of ownership relating to any Investments owned by the Chargor at that time; and
 - 6.1.1.2 on the purchase or acquisition by it of Investments after the date of this deed, deposit with the Lenders, or as the Lenders may direct, immediately upon its written request, all stock or share certificates and other documents of title or evidence of ownership relating to those Investments.
- 6.1.2 Immediately on written request by the Lenders, the Chargor shall also deposit with the Lenders, or as the Lenders may direct:
 - 6.1.2.1 all stock transfer forms relating to the relevant Investments duly completed and executed by or on behalf of the Chargor, but with the name of the transferee, the consideration and the date left blank; and
 - 6.1.2.2 any other documents (in each case duly completed and executed by or on behalf of the Chargor) that the Lenders may request to enable them or any of their nominees, or any purchaser or transferee, to be registered as the owner of, or otherwise obtain a legal title to, or to perfect its security interest in any of the relevant Investments, so that the Lenders may, at any time and without notice to the Chargor, complete and present those stock transfer forms and other documents to the issuer of the Investments for registration.

7. Equipment covenants

7.1 Notice of charge

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

"NOTICE OF CHARGE

This [DESCRIBE ITEM] and all additions to it [and ancillary equipment] are subject to a fixed charge dated [DATE] in favour of [LENDERS]."

- 7.1.2 The Chargor shall not, and shall not permit any person to, conceal, obscure, alter or remove any plate affixed in accordance with clause 7.1.1.

8. Book Debts covenants

- 8.1 The Chargor shall as an agent for the Lenders, collect in and realise all Book Debts and at the written request of the Lenders from time to time pay the proceeds into a Designated Account immediately on receipt and, pending that payment, hold those proceeds in trust for the Lenders.
- 8.2 The Chargor shall not, without the prior written consent of the Lenders, withdraw any amounts standing to the credit of any Designated Account.
- 8.3 The Chargor shall, if called on to do so by the Lenders, execute a legal assignment of the Book Debts to the Lenders on such terms as the Lenders may require and give notice of that assignment to the debtors from whom the Book Debts are due, owing or incurred.

9. Powers of the Lenders

9.1 Power to remedy

- 9.1.1 The Lenders shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Chargor of any of its obligations contained in this deed.
- 9.1.2 The Chargor irrevocably authorises the Lenders and their agents to do all things that are necessary or desirable for that purpose.
- 9.1.3 The Chargor shall reimburse the Lenders, on a full indemnity basis, for any monies the Lenders expend in remedying a breach by the Chargor of its obligations contained in this deed, and such monies shall carry interest in accordance with clause 16.1.

9.2 Exercise of rights

- 9.2.1 The rights of the Lenders under clause 9.1 are without prejudice to any other rights of the Lenders under this deed.
- 9.2.2 The exercise of any rights of the Lenders under this deed shall not make the Lenders liable to account as a mortgagee in possession.

9.3 Power to dispose of chattels

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

9.3.2 Without prejudice to any obligation to account for the proceeds of any disposal made under clause 9.3.1, the Chargor shall indemnify the Lenders and any Receiver against any liability arising from any disposal made under clause 9.3.1.

9.4 **Lenders have Receiver's powers**

To the extent permitted by law, any right, power or discretion conferred by this deed (either expressly or impliedly) or by law on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Lenders in relation to any of the Secured Assets whether or not it has taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

9.5 **New accounts**

9.5.1 If the Lenders receive, or are deemed to have received, notice of any subsequent Security (other than Permitted Security), or other interest, affecting all or part of the Secured Assets (other than as permitted by the Inter-Creditor Deed), the Lenders may open a new account for the Chargor in the Lenders' books. Without prejudice to the Lenders' right to combine accounts, no money paid to the credit of the Chargor in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.

9.5.2 If the Lenders do not open a new account immediately on receipt of the notice, or deemed notice, under clause 9.5.1, then, unless the Lenders give express written notice to the contrary to the Chargor, all payments made by the Chargor to the Lenders shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Lenders.

9.6 **Indulgence**

The Lenders may, at their discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this deed (whether or not any such person is jointly liable with the Chargor) in respect of any of

the Secured Liabilities, or of any other security for them without prejudice either to this deed or to the liability of the Chargor for the Secured Liabilities.

9.7 Appointment of an Administrator

9.7.1 The Lenders may, without notice to the Chargor, appoint any one or more persons to be an Administrator of the Chargor pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this deed becomes enforceable.

9.7.2 Any appointment under this clause 9.7 shall:

9.7.2.1 be in writing signed by the Lenders; and

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

9.7.3 The Lenders may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this clause 9.7 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

10. When security becomes enforceable

10.1 Security becomes enforceable on Event of Default

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

10.2 Discretion

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

11. Enforcement of security

11.1 General

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

11.1.2 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable under clause 10.1.

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

11.2 Extension of statutory powers of leasing

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

11.2.1 grant a lease or agreement for lease;

11.2.2 accept surrenders of leases; or

11.2.3 grant any option in respect of the whole or any part of the Secured Assets with whatever rights relating to other parts of it,

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

11.3 Access on enforcement

11.3.1 At any time after the Lenders demanded payment of the Secured Liabilities or if the Chargor defaults in the performance of its obligations under this deed or an Event of Default is continuing, the Chargor will allow the Lenders or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Secured Asset and for that purpose to enter on any premises where a Secured Asset is situated (or where the Lenders or a Receiver reasonably believes a Secured Asset to be situated) without incurring any liability to the Chargor for, or by any reason of, that entry.

11.3.2 At all times, the Chargor must use its best endeavours to allow the Lenders or its Receiver access to any premises for the purpose of clause 11.3.1 (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.

11.4 Redemption of prior Security

11.4.1 At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security having priority or ranking pari passu in terms of priority to this deed shall have become exercisable, the Lenders may:

11.4.1.1 redeem any prior Security over any Secured Asset;

11.4.1.2 procure the transfer of that Security to itself; and

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

11.4.2 The Chargor shall pay to the Lenders immediately on demand all principal, interest, costs, charges and expenses of, and incidental to, any such redemption or transfer, and such amounts shall be secured by this deed as part of the Secured Liabilities.

11.5 Protection of third parties

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

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

11.5.2 whether any power the Lenders, a Receiver or Delegate is or are purporting to exercise has become exercisable or is being properly exercised; or

11.5.3 how any money paid to the Lenders, any Receiver or any Delegate is to be applied.

11.6 Privileges

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

11.7 Exclusion of liability

Neither the Lenders, nor any Receiver or Delegate, shall be liable to the Chargor or any other person:

11.7.1 (by reason of entering into possession of a Secured Asset, or for any other reason) to account as mortgagee in possession in respect of all or any of the Secured Assets;

- 11.7.2 for any loss on realisation, or for any act, default or omission for which a mortgagee in possession might be liable; or
 - 11.7.3 for any expense, loss or liability:
 - 11.7.3.1 relating to the enforcement of, or any failure to enforce or delay in enforcing, any security constituted by or pursuant to this deed;
 - 11.7.3.2 relating to an exercise of rights, or by any failure to exercise or delay in exercising, rights under this deed; or
 - 11.7.3.3 arising in any other way in connection with this deed,
- except that this does not exempt the Lenders or any Receiver or Delegate from liability for losses caused by the gross negligence, fraud or wilful misconduct of the Lenders or the relevant Receiver or Delegate.

11.8 Conclusive discharge to purchasers

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

11.9 Right of appropriation

- 11.9.1 To the extent that:
 - 11.9.1.1 the Secured Assets constitute Financial Collateral; and
 - 11.9.1.2 this deed and the obligations of the Chargor under it constitute a Security Financial Collateral Arrangement,
- the Lenders shall have the right, at any time after the security constituted by this deed has become enforceable, to appropriate all or any of those Secured Assets in or towards the payment or discharge of the Secured Liabilities in any order that the Lenders may, in its absolute discretion, determine.
- 11.9.2 The value of any Secured Assets appropriated in accordance with this clause shall be:

- 11.9.2.1 in the case of cash, the amount standing to the credit of each of the Chargor's accounts with any bank, financial institution or other person, together with any accrued but unpaid interest, at the time the right of appropriation is exercised; and
- 11.9.2.2 in the case of Investments, the market price of those Investments at the time the right of appropriation is exercised determined by the Lenders by reference to a recognised market index or by any other method that the Lenders may select (including independent valuation).
- 11.9.3 The Chargor agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

12. Receiver

12.1 Appointment

- 12.1.1 At any time after the security constituted by this deed has become enforceable, or at the request of the Chargor, the Lenders may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Secured Assets.
- 12.1.2 The Lenders may not appoint a Receiver solely as a result of the obtaining of a moratorium (or as a result of anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in section A52(4) of Part A1 of the Insolvency Act 1986.

12.2 Removal

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

12.3 Remuneration

The Lenders may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925, and the remuneration of the Receiver shall be a debt secured by this deed, to the extent not otherwise discharged.

12.4 Power of appointment additional to statutory powers

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

12.5 Power of appointment exercisable despite prior appointments

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

12.6 Agent of the Chargor

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

13. Powers of Receiver

13.1 General

13.1.1 Any Receiver appointed by the Lenders under this deed shall, in addition to the powers conferred on it by statute, have the rights, powers and discretions set out in clause 13.2 to clause 13.23.

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

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

13.1.4 Any exercise by a Receiver of any of the powers given by clause 13 may be on behalf of the Chargor, the directors of the Chargor (in the case of the power contained in clause 13.16) or itself.

13.2 Repair and develop Charged Properties

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

13.3 Grant or accept surrenders of leases

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

13.4 Employ personnel and advisers

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

13.4.2 A Receiver may discharge any such person or any such person appointed by the Chargor.

13.5 Make and revoke VAT options to tax

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

13.6 Remuneration

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

13.7 Possession

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

13.8 Manage or reconstruct the Chargor's business

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

13.9 Dispose of Secured Assets

A Receiver may sell, exchange, convert into money and realise all or any of the Secured Assets in respect of which it is appointed in any manner (including, without

limitation, by public auction or private sale) and generally on any terms and conditions as it thinks fit. Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Secured Assets to be sold.

13.10 Sever fixtures and fittings

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

13.11 Sell Book Debts

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

13.12 Valid receipts

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

13.13 Make settlements

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

13.14 Legal action

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

13.15 Improve the Equipment

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

13.16 Make calls on Chargor members

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

13.17 Insure

A Receiver may, if it thinks fit, but without prejudice to the indemnity in clause 16, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Chargor under this deed.

13.18 Subsidiaries

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

13.19 Borrow

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

13.20 Redeem prior Security

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

13.21 Delegation

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

13.22 Absolute beneficial owner

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

13.23 Incidental powers

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

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

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

13.23.3 lawfully may or can do as agent for the Chargor.

14. Delegation

14.1 Delegation

The Lenders or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this deed (including the power of attorney granted under clause 18.1).

14.2 Terms

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

14.3 Liability

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

15. Application of proceeds

15.1 Order of application of proceeds

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

15.1.1 first, in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Lenders (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this deed, and of all remuneration due to any Receiver under or in connection with this deed;

15.1.2 second, in or towards payment of the other Secured Liabilities and as between the Lenders on a pari passu basis according to the amount of Secured Liabilities owed to them respectively; and

15.1.3 third, in payment of the surplus (if any) to the Chargor or other person entitled to it.

15.2 Permitted deductions

Notwithstanding anything contained in this deed, the Lenders shall be entitled to make and pay, any deductions and withholdings (on account of taxes or otherwise) which they are or may be required by any applicable law to make from any distribution or payment made by them under this deed, and to pay all taxes which may be assessed against them in respect of any of the Charged Property, or as a consequence of performing their duties, or by virtue of their capacity as Lenders under the Guarantee and Indemnity or this deed or otherwise.

15.3 Appropriation

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

15.4 Suspense account

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

- 15.4.1 may, at the discretion of the Lenders, Receiver or Delegate, be credited to a suspense account;
- 15.4.2 shall bear interest, if any, at the rate agreed in writing between the Lenders and the Chargor; and
- 15.4.3 may be held in that account for so long as the Lenders, Receiver or Delegate thinks fit.

16. Costs and indemnity

16.1 Costs

The Chargor shall, promptly on demand, pay to, or reimburse, the Lenders and any Receiver, on a full indemnity basis, all fees, costs, charges, losses, liabilities and expenses (including, without limitation, legal and any other professional fees and printing and out-of-pocket expenses) and any taxes thereon incurred by the Lenders, any Receiver or any Delegate in connection with:

- 16.1.1 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the security constituted under this deed or any rights of the Lenders, a Receiver or a Delegate under this deed;
- 16.1.2 any amendment, extension, waiver, consent or suspension of rights (or any proposal for any of these) under or in connection with this deed;
- 16.1.3 any release of any security constituted by this deed;
- 16.1.4 taking proceedings for, or recovering, any of the Secured Liabilities; or
- 16.1.5 any actual or alleged breach by any person of any law or regulation (including the investigation of that breach)

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant fee, cost, charge, loss, liability, expense or tax arose until its full discharge (whether before or after judgment) at the Default Rate.

16.2 **Indemnity**

- 16.2.1 The Chargor shall, promptly on demand, indemnify the Lenders, each Receiver and each Delegate, and their respective employees and agents against any failure or delay in paying the fees, costs, charges, losses, liabilities, expenses, taxes or interest referred to in clause 16.1 above.
- 16.2.2 Any past or present employee or agent may enforce the terms of this clause 16.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

17. **Further assurance**

17.1 **Further assurance**

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

- 17.2 creating, perfecting or protecting the security created or intended to be created by this deed;
- 17.3 facilitating the realisation of any Secured Asset; or
- 17.4 facilitating the exercise of any right, power, authority or discretion exercisable by the Lenders or any Receiver in respect of any Secured Asset,

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

18. Power of attorney

18.1 Appointment of attorneys

By way of security, the Chargor irrevocably appoints the Lenders, every Receiver and every Delegate separately to be the attorney(s) of the Chargor and, in its name, on its behalf and as its act and deed, to, after the security constituted by this deed has become enforceable, execute any documents and do any acts and things that:

18.1.1 the Chargor is required to execute and do under this deed; or

18.1.2 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Lenders, any Receiver or any Delegate.

18.2 Ratification of acts of attorneys

The Chargor ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 18.1.

19. Release

Subject to clause 26.3, at the end of the Security Period, the Lenders shall, at the request and cost of the Chargor, take whatever action is necessary to:

19.1 release the Secured Assets from the security constituted by this deed; and

19.2 reassign the Secured Assets to the Chargor.

20. Assignment and transfer

20.1 Assignment by Lenders

The Lenders shall not, without the consent of the Chargor, assign any of its rights or transfer any of its rights and obligations under this deed.

20.2 Assignment by Chargor

The Chargor may not assign any of its rights, or transfer any of its rights or obligations, under this deed or enter into any transaction which would result in any of those rights or obligations passing to another person.

21. Set-off

All payments made by a party under this deed shall be made in full, without set-off, counterclaim or condition, and free and clear of, and without any deduction or withholding, provided also that, if the Chargor is required by law or regulation to make such deduction or withholding, it shall:

- 21.1.1 ensure that the deduction or withholding does not exceed the minimum amount legally required;
- 21.1.2 pay to the relevant taxation or other authorities, as appropriate, the full amount of the deduction or withholding;
- 21.1.3 give to the Lenders, within the period for payment permitted by the relevant law, either:
 - 21.1.3.1 an official receipt of the relevant taxation authorities concerned on payment to them of amounts so deducted or withheld; or
 - 21.1.3.2 if the taxation authorities concerned do not issue such receipts on payment to them of amounts so deducted or withheld, a certificate of deduction or equivalent evidence of the relevant deduction or withholding; and
 - 21.1.3.3 pay to the Lenders such additional amount as is necessary to ensure that the net full amount received by the Lenders after the required deduction or withholding is equal to the amount that the Lenders would have received had no such deduction or withholding been made.

22. Amendments, waivers and consents

22.1 Amendments

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

22.2 Waivers and consents

- 22.2.1 A waiver of any right or remedy under this deed or by law, or any consent given under this deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any subsequent right or remedy. It only applies to the

circumstances in relation to which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

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

22.3 Rights and remedies

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

23. Partial invalidity

23.1 Partial invalidity

If, at any time, any provision of this deed is or becomes invalid, illegal or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

24. Counterparts

24.1 Counterparts

- 24.2 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

- 24.3 Transmission of an executed counterpart of this deed (but for the avoidance of doubt not just a signature page) by email (in PDF or other agreed format) shall take effect as delivery of an executed counterpart of this deed. If either method of delivery is adopted, without prejudice to the validity of the deed thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

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

25. Third party rights

25.1 Third party rights

25.2 Except as expressly provided elsewhere in this deed, a person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed.

25.3 Notwithstanding any term of this deed, the consent of any person who is not a party to this deed is not required to rescind or vary this deed at any time.

26. Further provisions

26.1 Independent security

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

26.2 Continuing security

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

26.3 Discharge conditional

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

26.3.1 the Lenders or their nominee may retain this deed and the security created by or under it, including all certificates and documents relating to the whole or any part of the

Secured Assets, for any period that the Lenders deem necessary to provide the Lenders with security against any such avoidance, reduction or order for refund; and

- 26.3.2 the Lenders may recover the value or amount of such security or payment from the Chargor subsequently as if the release, discharge or settlement had not occurred.

26.4 **Consolidation**

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

27. **Notices**

27.1 **Delivery**

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

- 27.1.1 in writing;

- 27.1.2 delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by email; and

- 27.1.3 sent to:

- 27.1.3.1 the Chargor at:

Address: its registered office from time to time

Email: [REDACTED]

Attention: The Directors

- 27.1.3.2 in respect of the Lenders, to the Lenders' Representative at:

Address: [REDACTED]

Email: [REDACTED]

Attention: the Lenders

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

27.2 **Receipt by Chargor**

Any notice or other communication that the Lenders give to the Chargor shall be deemed to have been received:

- 27.2.1 if delivered by hand, at the time it is left at the relevant address; and
- 27.2.2 if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and
- 27.2.3 if sent by email, when received in readable form.

A notice or other communication given as described in this clause (other than as described in clause 27.2.2) on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed instead to have been received on the next Business Day.

27.3 Receipt by Lenders and Lenders' Representative

- 27.3.1 Any notice or other communication given to the Lenders shall be deemed to have been received only on actual receipt.
- 27.3.2 Without prejudice to clause 27.3.1, any notice or consent to be given under this deed to or by all the Lenders, shall be deemed to have been properly given if it is given to or by (as the case may be) the Lenders' Representative.

27.4 Service of proceedings

This clause 27 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

28. Conflicts and Inter-Creditor Deed

- 28.1 If there is an inconsistency between any of the provisions of this deed and the provisions of the Inter-Creditor Deed, the provisions of the Inter-Creditor Deed shall prevail.
- 28.2 If there is an inconsistency between any of the provisions of this deed and the provisions of the Guarantee and Indemnity, the provisions of the Guarantee and Indemnity shall prevail.
- 28.3 The terms of this deed are subject always to the terms of the Inter-Creditor Deed.

29. Governing law and jurisdiction

29.1 Governing law

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

29.2 Jurisdiction

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

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

Schedule 1 The Lenders

Lender's name	Lender's address
Brian Rodger Kruger	Shelton Oak Cottage, Shelton, Shrewsbury, Shropshire SY3 8BN
Jean Elizabeth Kruger	Shelton Oak Cottage, Shelton, Shrewsbury, Shropshire SY3 8BN

Executed as a deed by **Universal Trade Frames Limited**
acting by **Brian Rodger Kruger**, a director, in the presence of:

Witness signature: [redacted]

Witness name: [redacted]

Witness address: [redacted]

Witness occupation: [redacted]

[redacted]
Director

Signed as a deed by **Brian Rodger Kruger** in the
presence of:

Witness signature: [redacted]

Witness name: [redacted]

Witness address: [redacted]

Witness occupation: [redacted]

Signed as a deed by **Jean Elizabeth Kruger** in the
presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:

