Companies House

MR01(ef)

Registration of a Charge

Company name: **BODDINGTONS PLASTICS LIMITED**

Company number: **00497339**

Received for Electronic Filing: **21/10/2019**

X8GK43U3

Details of Charge

Date of creation: **14/10/2019**

Charge code: **0049 7339 0006**

Persons entitled: **SECURE TRUST BANK PLC**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT 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: **CLARION SOLICITORS LIMITED**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 497339

Charge code: 0049 7339 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th October 2019 and created by BODDINGTONS PLASTICS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st October 2019 .

Given at Companies House, Cardiff on 22nd October 2019

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

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

This Debenture is made on 14 OCTOBER 2019

Between

STB: **Secure Trust Bank Plc** a company incorporated and registered under the laws of England and Wales and registered with the number 00541132 with its registered office at One Arleston Way, Solihull B90 4LH; and

Client: **Boddingtons Plastics Limited** a company incorporated and registered under the laws of England and Wales with limited liability and registered with the number 00497339 with its registered office at Wheelbarrow Park Estate, Pattenden Lane, Tonbridge, Kent, TN12 9QJ.

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Deed:

Associated Rights means, in respect of any Investments:

(a) all monies paid or payable in respect of that Investment (whether as income, capital or otherwise)

(b) all shares, investments or other assets derived from that Investment and

(c) all rights derived from or incidental to that Investment

CA 2006 means the Companies Act 2006

Default means a Termination Event or any event, fact or circumstance which, with the giving of notice and/or lapse of time and/or fulfilment of any condition or otherwise, might lead to a Termination Event

Finance Agreement means the receivables financeagreement between the Client and STB dated on or about the date of this Deed (and as varied or amended from time to time) and/or any other funding agreement between the Client and STB at any time and from time to time

Fixtures means in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or at any time after the date of this Deed on that Secured Property

Floating Charge Assets means all the assets and undertaking from time to time subject to the floating charge created under clause 3.4

Insurance Policies means all policies of insurance present and future in which the Client has an interest

Intellectual Property means:

(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, topography rights, domain names, moral rights, inventions, confidential information, knowhow and any other associated or similar

intellectual property rights and interests anywhere in the world (which may now or in the future subsist), and in each case whether registered or unregistered and

(b) the benefit of all applications, rights to apply for and rights to use such assets (including, without limitation, any licences and sub-licences of the same granted by it or to it) of the Client (which may now or in the future subsist)

Investments means any shares, stocks, debenture security, securities, bonds and investments of any type whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22 of, and as defined in Part II of schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the Client or by a trustee or clearance system or nominee

Non-Vesting Debts means any Debt which either fails to vest absolutely or effectively in STB under the Finance Agreement for any reason, including where the assignment of the Debt to STB is void or voidable (whether as between STB and the Client or as between STB and any third party)

Other Debt means

(a) all present and future book and other debts due or owing to the Client, the proceeds of the same and all other moneys due and owing to the Client or which may become due and owing to it in the future;

(b) all moneys (including accrued and accruing interest) from time to time standing to the credit of each present and future account of the Client with any bank, financial institution or other person and the debts represented thereby;

(c) all present and future sums due or owing by way of grant, subsidy or refund by any person, body, authority or institution; and

(d) the benefit of all rights, securities, Encumbrances, guarantees and other assurances against loss, indemnities of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the debts, proceeds, moneys or sums referred to in any of paragraphs (a), (b) or (c) above,

but excluding Non-Vesting Debts and any Debts which are vested in STB in accordance with the Finance Documents

Party means a party to this Deed

Planning Acts means the Town and Country Planning Acts 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and any regulations or subordinate legislation made under any of the foregoing and any other statute or regulation governing or controlling the use or development of land and buildings

Premises means any building on a Secured Property

Properties mean the properties listed in schedule 1 (Properties)

Receiver means any receivers or managers appointed by STB in respect of the Client or any of the Secured Assets

Related Rights means any rights in relation to a Debt or Sale Contract including

(a) the Client's rights as an unpaid seller;

(b) documents of title to goods;

(c) the benefit of all insurances;

(d) all Remittances, Security, bonds, guarantees and indemnities;

(e) all accounting records;

(f) the ownership of all Returned Goods; and

(g) interest

Secured Assets means all of the assets and undertaking of the Client the subject of any Security created by, under or supplemental to, this Deed in favour of STB

Secured Obligations means all monies and liabilities now or after the date of this Deed due, owing or incurred by the Client to STB whatsoever, in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, (including without limitation due under the Finance Agreement), together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by STB, except for any obligation which, if it were included here, would constitute unlawful financial assistance, or its equivalent in any other jurisdiction

Secured Property means at any time the Properties and all other freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to, this Deed

Security Period means the period beginning on the date of this Deed and ending on the date on which STB is satisfied that the Secured Obligations have been irrevocably and unconditionally satisfied in full and all facilities made available by STB to the Client have been cancelled

Subsidiary means a subsidiary within the meaning of section 1159 CA 2006 and, unless the context otherwise requires, a subsidiary undertaking within the meaning of section 1162 and Schedule 7 for the CA 2006.

Termination Event means any event or circumstance specified as a Termination Event under any Finance Document

Treasury Transaction means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price

Unpaid Sum means any sum due and payable to STB but unpaid by the Client

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

Working Day means a day (other than a Saturday or Sunday) on which banks are open for general business in London

1.2 **Interpretation**

(a) Unless a contrary indication appears, a reference in this Deed to:

(i) words and phrases which are not defined or construed in this Deed but which are defined or construed in the Finance Agreement shall be construed as having the meanings ascribed to them therein;

(ii) STB, the Client, any Party or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

(iii) **assets** includes present and future properties, revenues and rights of every description (including any right to receive such revenues);

(iv) a Finance Document or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented or restated (however fundamentally) or replaced;

(v) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(vi) a **person** includes any individual person, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality) or any other entity or body of any description;

(vii) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but if not having the force of law, then being a type with which persons to which it applies customarily comply) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;

(viii) a provision of law is a reference to a provision, of any treaty, legislation, regulation, decree, order or by-law and any secondary legislation enacted under a power given by that provision, as amended, applied or re-enacted or replaced (whether with or without modification) whether before or after the date of this Deed;

(ix) a time of day is a reference to London time; and

(x) **dispose** includes any sale, lease, licence, transfer or loan.

(b) Clause and schedule headings are for ease of reference only.

(c) Any word importing the singular shall include the plural and vice versa.

(d) A Default is **continuing** if it has not been waived, in both cases, to the satisfaction of STB.

(e) Any certificate provided by a director of the Client pursuant to the terms of this Deed shall be given without incurring any personal liability.

(f) A term defined in this Deed has the same meaning when used in any notices, acknowledgements or other documents issued under or in connection with this Deed.

1.3 **Third party rights**

(a) Unless expressly provided to the contrary in any Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed or any other Finance Document issued or entered into under or in connection with it.

(b) Unless expressly provided to the contrary in any Finance Document the consent of any person who is not a Party is not required to rescind or vary this Deed or any other Finance Document entered into under or in connection with it.

1.4 **Administration**

(a) Any reference in this Deed, or any other Finance Document entered into under or in connection with it, to the making of an administration order shall be treated as including a reference to the appointment of an administrator under paragraph 14 (by the holder of a qualifying floating charge in respect of the Client's assets) or 22 (by the Client or the directors of the Client) of Schedule B1 to the Insolvency Act 1986 or any steps taken toward such order or appointment.

(b) Any reference in this Deed or any other Finance Document entered into under or in connection with it, to making an application for an administration order by petition shall be treated as including a reference to making an administration application to the court under Schedule B1 to the Insolvency Act 1986, appointing an administrator under paragraph 14 or 22 of that Schedule, or giving notice under paragraph 15 or 26 of that Schedule of intention to appoint an administrator or any steps taken towards such application or notice.

1.5 **Incorporated terms**

(a) This Deed is a Finance Document.

(b) The terms of the Finance Documents and of any side letters relating to the Finance Documents and the Secured Obligations are incorporated into this Deed to the extent required for any purported disposition of any Secured Assets contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

2 Covenant to pay

The Client covenants with STB to pay and discharge the Secured Obligations when they become due for payment and discharge.

3 Charging provisions

3.1 All Security created by the Client under clauses 3.2 to 3.5 inclusive is:

(a) a continuing security for the payment and discharge of the Secured Obligations;

(b) granted with full title guarantee;

(c) granted in respect of all the right, title and interest (if any), present and future, of the Client in and to the relevant Secured Asset; and

(d) granted in favour of STB.

3.2 The Client charges by way of first legal mortgage the Properties and all Premises and Fixtures on each of the Properties.

3.3 The Client charges by way of first fixed charge:

(a) all interests and estates in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 3.2) and, in each case, the Premises and Fixtures on each such property;

(b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;

(c) the benefit of all other agreements, instruments and rights relating to its Secured Property;

(d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;

(e) the Investments together with all Associated Rights;

(f) the Insurance Policies from time to time and all proceeds of them;

(g) all Non-Vesting Debts and Other Debts due to the Client and their proceeds (both collected and uncollected) and all Related Rights;

(h) all its Intellectual Property;

(i) all its goodwill and uncalled capital;

(j) the benefit of all authorisations, consents, approvals, resolutions, licences, exemptions, filings, notarisations or registrations, or any other similar permissions held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them; and

(k) its rights under any hedging agreement or any other Treasury Transaction.

3.4 The Client charges by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge under clauses 3.2 and 3.3.

3.5 This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

3.6 STB may at any time by notice in writing to the Client convert the floating charge created under clause 3.5 into a fixed charge as regards any Floating Charge Asset as it shall specify in the notice if:

(a) a Default is continuing; or

(b) in the opinion of STB that Floating Charge Asset is in danger of being seized or any legal process or execution is being enforced against that Floating Charge Asset.

3.7 If (unless permitted in writing by STB or expressly permitted under the terms of any Finance Document):

(a) the Client creates or attempts to create any Security over any of its Floating Charge Assets;

(b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset; or

(c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of the Client including without limitation the appointment of a Receiver,

the floating charge created by this Deed will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in clause 3.7(c), over all of the Floating Charge Assets.

3.8 Where the Client is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 to the Insolvency Act 1986, then the obtaining of a moratorium, including any preliminary decision, or investigation in terms of paragraph 43 of Schedule A1 to the Insolvency Act 1986 shall not cause the floating charge created by this Deed to crystallise into a fixed charge, nor cause restrictions which would not otherwise apply to be imposed on the disposal of its property and assets by the Client.

4 Continuing security

4.1 The Security constituted by this Deed shall be continuing security and shall remain in full force and effect regardless of any intermediate payment or discharge by the Client or any other person of the whole or any part of the Secured Obligations.

4.2 The Security constituted by this Deed:

(a) is in addition to any other Security which STB may hold at any time for the Secured Obligations (or any of them); and

(b) may be enforced without first having recourse to any other rights of STB.

5 Restrictions

5.1 The Client shall not create or permit to subsist any Security over any of its assets.

5.2 Save as otherwise permitted in any Finance Document, the Client shall not:

(a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by it;

(b) sell, transfer or otherwise dispose of any of its receivables on recourse terms;

(c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or

(d) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

5.3 Save as otherwise permitted in any Finance Document, the Client shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any Secured Assets or call on, or accept payment of any uncalled capital.

6 Land Registry

6.1 In relation to land and buildings situated in England and Wales title to which is registered or is to be registered at the Land Registry, the Client consents to an application being made to the Chief Land Registrar for registration of a restriction on the register of title of all present and future registered freehold, leasehold or commonhold property of the Client (and any unregistered properties subject to compulsory first registration at the date of this Deed).

6.2 The Client confirms that so far as any of the Secured Property is unregistered, such land is not affected by any disclosable overriding interests within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003.

7 Notices of assignments and charges

7.1 Within 5 Business Days of a request by STB, the Client will affix to, and maintain in a visible place on each of its Chattels specified in such request the value of which exceeds £10,000, a notice in the following terms:

"Notice of Charge

This asset and all additions to it and ancillary equipment are subject to a first fixed charge in favour of Secure Trust Bank Plc".

The Client shall not conceal, alter or remove such notice or permit it to be concealed, altered or removed.

7.2 The Client as registered proprietor hereby appoints STB as its agent to apply for the particulars of this Deed and STB's interest in the Intellectual Property and any other or future trade marks or trade mark applications registered or to be registered in the UK in the Client's name, to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994.

8 Undertakings

The Client undertakes to STB in accordance with this clause 8. The undertakings in this clause 8 shall remain in force during the Security Period.

8.1 **Real property**

(a) It will permit STB and such person or persons as STB shall nominate to enter on any part of its Secured Property at any time.

(b) It shall keep its Secured Property in good and substantial repair and condition and decorative order and shall repair any defect or damage to any of its Secured Property promptly.

(c) It shall keep its Secured Property insured to STB's satisfaction and for its full reinstatement cost and hold on trust for STB all proceeds of any insurance policy of the Secured Property

(d) It shall not do or allow or omit to be done anything which may infringe or contravene the Planning Acts affecting its Secured Property, nor make any application for the grant of planning permission within the meaning of the Planning Acts without the prior written consent of STB.

(e) It shall not carry out any development (as defined in the Planning Acts) on any part of its Secured Property without the prior written consent of STB or change the use of any part of its Secured Property without the prior written consent of STB.

(f) Where required by STB, it shall deposit with STB all deeds and documents to title and insurance relating to its Secured Property.

(g) It will punctually pay and indemnify STB and any Receiver against all present and future rents, rates, taxes, assessments and outgoings of whatsoever nature imposed on or payable in respect of its Secured Property or any part of it or payable by the owner or occupier of it.

(h) On request by STB, it shall grant STB or its advisers (at the cost of the Client) all facilities within its power to enable STB or its advisers or delegates to carry out such investigations of title to and enquiries into its Secured Property or other Secured Assets as may be carried out by a prudent mortgagee or chargee.

(i) It will deliver to STB promptly a certified true copy of any statutory or other notice (including any notice issued under the Regulatory Reform (Fire Safety) Order 2005 and all regulations, guidance, measures and notices issued under it), in respect of the Secured Property.

8.2 **Leases**

(a) It shall perform all the terms on its part contained in any lease or agreement for lease under which it holds an interest in a Secured Property or to which any of its Secured Property is subject and properly perform (and indemnify STB and each Receiver for any breach of) any covenants and stipulations of whatsoever nature affecting any of its Secured Property;

(b) It shall not without the prior written consent of STB alter or vary or agree to alter or vary the terms of any lease under which it holds any Secured Property or any lease to which any Secured Property is subject.

(c) It shall not without the prior written consent of STB surrender or otherwise terminate any lease under which it holds a Secured Property or terminate, forfeit or accept a surrender of any lease to which any Secured Property is subject.

(d) It will not without the prior written consent of STB grant any lease or tenancy or exercise any other power of leasing of the whole or part of any Secured Property or grant any person any contractual licence or the right to occupy any Secured Property or part with possession of it.

(e) It shall not do or permit anything which may render any lease or agreement for lease under which it holds an interest in a Secured Property, or to which the Secured Property is subject, liable to forfeiture or otherwise determinable.

8.3 **Chattels**

It will keep all Chattels comprised in its Secured Assets in good and substantial repair and in good working order and condition and shall repair any defect or damage to any of its Chattels promptly.

8.4 **Book and other debts**

(a) It shall collect and realise the Non-Vesting Debts and Other Debts in the ordinary course of trading as agent for STB and in accordance with the Finance Agreement.

(b) It shall not set off, postpone or release any of the Non-Vesting Debts and Other Debts or do or omit to do anything which may delay or prejudice the full recovery of all Non-Vesting Debts and Other Debts without the prior written consent of STB.

8.5 **General**

It shall not do or cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value to STB of the Security created by or under this Deed.

9 Power to remedy

9.1 If the Client fails to comply with any of the undertakings set out in clause 8 (Undertakings), it shall allow and irrevocably authorises STB and/or such persons as it shall nominate to take such action on its behalf as shall be necessary to ensure that it complies with those undertakings.

9.2 The Client shall within 3 Working Days of demand indemnify STB against any cost, loss or liability incurred by it in taking any of the steps referred to in this clause 9.

10 Security power of attorney

The Client, by way of security, irrevocably and severally appoints STB, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Client is obliged to take under this Deed. The Client ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 10.

11 Enforcement of security

11.1 On the occurrence of any Default which is continuing, the Security created by and under this Deed is immediately enforceable.

11.2 STB may, at its absolute discretion, at any time after the Security created by or under this Deed is enforceable:

(a) enforce all or any part of the Security created by or under this Deed in any manner it sees fit;

(b) exercise its rights and powers conferred upon mortgagees by the Law of Property Act 1925, as varied and extended by this Deed, and rights and powers conferred on a Receiver by this Deed, whether or not it has taken possession or appointed a Receiver to any of the Secured Assets;

(c) appoint a Receiver to all or any part of the Secured Assets;

(d) appoint an administrator in respect of the Client and take any steps to do so; or

(e) exercise its power of sale under section 101 of the Law of Property Act 1925 (as amended by this Deed)

11.3 For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed.

11.4 Section 103 of the Law of Property Act 1925 and section 93 of the Law of Property Act 1925 do not apply to the Security constituted by or under this Deed.

11.5 The statutory powers of leasing conferred on STB are extended so that, without the need to comply with any provision of section 99 or section 100 of the Law of Property Act 1925, STB is empowered to lease and make agreements for lease at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it may think fit.

11.6 Each Receiver and STB is entitled to all the rights, powers, privileges and immunities conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on mortgagees and Receivers.

11.7 If STB enforces the Security constituted by or under this Deed at a time when no amounts are due to STB but at a time when amounts may or will become so due, STB (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest bearing suspense account.

11.8 Neither STB nor any Receiver will be liable, by reason of entering into possession of a Secured 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 otherwise be liable.

12 Receiver

12.1 At any time after any Security created by or under this Deed is enforceable, STB may appoint a Receiver to all or any part of the Secured Assets.

12.2 Any Receiver appointed under this Deed shall be the agent of the Client and the Client shall be solely responsible for his acts or defaults and for his remuneration and liable on any contracts or engagements made or entered into by him and in no circumstances whatsoever shall STB be in any way responsible for any misconduct, negligence or default of the Receiver.

12.3 STB may by written notice remove from time to time any Receiver appointed by it and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated.

12.4 In addition to those conferred by the Law of Property Act 1925 on any Receiver appointed under that Act, each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out in this clause 12.4.

12.5 A Receiver of the Client has all the rights, powers and discretions of an administrative receiver under the Insolvency Act 1986.

12.6 Joint receivers may exercise their powers jointly and severally.

12.7 A Receiver may:

(a) in the name of the Client do all other acts and things which he may consider expedient for realising any Secured Asset and exercise in relation to any Secured Asset all the powers, authorities and things which he would be capable of exercising if he were its absolute beneficial owner;

(b) raise and borrow money (in priority to the security constituted by this Deed or otherwise) on any terms and for whatever purpose which he thinks fit;

(c) carry on the business of the Client as he thinks fit;

(d) settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Client or relating in any way to any Secured Asset;

(e) delegate his powers in accordance with clause 12.9;

(f) appoint and discharge managers, officers, agents, accountants, servants, workmen and others upon such terms as to remuneration or otherwise as he may think proper;

(g) let any Secured Asset for any term and at any rent (with or without a premium) which he thinks proper and may accept a surrender of any lease or tenancy of any Secured Assets on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender);

(h) bring, prosecute, enforce, defend and abandon all actions, suits and proceedings or submit to arbitration or any form of alternative dispute resolution in the name of the Client in relation to any Secured Asset as he considers expedient;

(i) take immediate possession of, get in and collect any Secured Asset;

(j) in each case as he may think fit:

(i) make and effect all repairs and insurances and do all other acts which the Client might do in the ordinary conduct of its business be they for the protection or for the improvement of the Secured Assets;

(ii) commence and/or complete any building operations on the Secured Property or other Secured Asset; and

(iii) apply for and maintain any planning permission, building regulation approval or any other permission, consent or licence;

(k) give valid receipts for all monies and execute all assurances and things which may be expedient for realising any Secured Asset;

(l) sell, exchange, convert into monies and realise any Secured Asset in any manner and on any terms which he thinks proper;

(m) form a Subsidiary of the Client and transfer to that Subsidiary any Secured Asset;

(n) without restriction sell, let or lease, surrender or accept surrenders of leases or tenancies or charge or deal with the Secured Assets including disposing of, or grant options and licences over or otherwise dealing with, all or any part of the Secured Assets;

(o) exercise all voting and other rights attaching to the Investments, Associated Rights, and stocks, shares and other securities owned by the Client and comprised in the Secured Assets in such manner as he may think fit;

(p) redeem any prior Security and settle and pass the accounts of the person entitled to the prior Security so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Client and the money so paid shall be deemed to be an expense properly incurred by the Receiver;

(q) purchase or acquire any land and purchase, acquire or grant any interest in or right over land;

(r) implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on, any real property comprised in the Secured Property and do all acts and things incidental to the Secured Property;

(s) on behalf of the Client and without consent of or notice to the Client exercise all the powers conferred on a landlord or a tenant by the Landlord and Tenants Acts, the Rents Acts and Housing Acts or any other legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Secured Property;

(t) make calls conditionally or unconditionally on the members of the Client in respect of uncalled capital;

(u) do all other acts and things including without limitation, signing and executing all documents and deeds as may be considered by the Receiver to be incidental or conducive to any of the matters or powers listed here or granted by law or otherwise incidental or conducive to the preservation, improvement or realisation of the Secured Assets and to use the name of the Client for all the purposes set out in this clause 12.

12.8 STB may from time to time fix the remuneration of any Receiver appointed by it.

12.9 STB and any Receiver may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by STB and the Receiver (as appropriate) under this Deed to any person or persons as it shall think fit.

12.10 STB and any Receiver will not be liable or responsible to the Client or any other person for any losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of any delegate.

13 Currency clauses

If a payment is made to STB under this Deed in a currency (**Payment Currency**) other than the currency in which it is expressed to be payable (**Contractual Currency**), STB may convert that payment into the Contractual Currency at the rate at which it (acting reasonably and in good faith) is able to purchase the Contractual Currency with the Payment Currency on or around the date of receipt of the payment and to the extent that the converted amount of the payment falls short of the amount due and payable the Client will remain liable for such shortfall and such shortfall shall form part of the Secured Obligations.

14 Application of monies

14.1 Sections 109(6) and (8) (Appointment, powers, remuneration and duties of receiver) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Deed.

14.2 All monies received by STB or any Receiver under this Deed shall be applied in discharge of the Secured Obligations shall be applied to the Secured Obligations in such order as STB may determine.

14.3 STB and any Receiver may place any money received, recovered or realised pursuant to this Deed in an interest bearing suspense account and it may retain the same for such period as it considers expedient without having any obligation to apply the same or any part of it in or towards discharge of the Secured Obligations.

15 Remedies and waivers

15.1 No failure to exercise, nor any delay in exercising, on the part of STB or any Receiver, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

15.2 A waiver given or consent granted by STB 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.

16 Further assurance

The Client shall, at its cost, promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as STB may reasonably specify (and in such form as STB may reasonably require) in favour of STB or its nominee(s) to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies of STB provided by or pursuant to this Deed or by law.

17 Additional security

The Security created by or under this Deed is in addition to and is not in any way prejudiced by any guarantee or security now or subsequently held by STB.

18 Settlements conditional

18.1 If STB (acting reasonably) believes that any amount paid by the Client or any other person in respect of the Secured Obligations is capable of being avoided or set aside for any reason, then for the purposes of this Deed, such amount shall not be considered to have been paid.

18.2 Any settlement, discharge or release between the Client and STB shall be conditional upon no Security or payment to or for STB by the Client or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any law relating to bankruptcy, insolvency or liquidation or otherwise.

19 Subsequent Security

If STB receives notice of any other subsequent Security or other interest affecting all or any of the Secured Assets it may open a new account or accounts for the Client in its books. If it does not do so then, unless it gives express written notice to the contrary to the Client, as from the time of receipt of such notice by STB, all payments made by the Client to STB shall be treated as having been credited to a new account of the Client and not as having been applied in reduction of the Secured Obligations.

20 Set-off

STB may, set off any matured obligation due from the Client (to the extent beneficially owned by STB) against any matured obligation owed by STB to the Client, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, STB may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

21 Notices

21.1 All consents, notices and other communications must be in writing.

21.2 STB may deliver notices in person or by post to the Client's registered office or the address last known to STB at which the Client carried on business or by fax, email or via Electronic Data.

21.3 Any such notice or process will be considered served:

(a) if delivered - at the time of delivery;

(b) if sent by post - 48 hours from the time of posting;

(c) if sent by facsimile transmission or electronic medium - at the time of transmission; and

(d) if handed over - at the time of handing over.

21.4 The Client must serve notice to STB to STB's registered office, unless otherwise notified by STB.

22 Invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid 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.

23 Assignment

STB may assign or otherwise transfer all or any part of its rights under this Deed or any Security created by or under it.

24 Releases

Upon the expiry of the Security Period, STB shall, at the request and cost of the Client, take whatever action is necessary to release and reassign to the Client:

(a) its rights arising under this Deed;

(b) the Secured Assets from the Security created by and under this Deed,

and return all documents or deeds of title delivered to it under this Deed.

25 Indemnity

25.1 The Client shall promptly indemnify STB and every Receiver and any of their delegates (each an **Indemnified Person**) against any cost, loss or liability together with any associated VAT incurred by any of them as a result of:

(a) the taking, holding, protection or enforcement of this Deed;

(b) the exercise of any of the rights, powers, discretions and remedies vested in STB and each Receiver and Delegate by this Deed or by law; and

(c) any default by the Client in the performance of any of the obligations expressed to be assumed by it in this Deed.

25.2 The Client shall indemnify STB against any and all costs, losses, liabilities or expenses together with any associated VAT incurred by STB arising (directly or indirectly) out of or in connection with:

(a) any breach or potential breach of or liability (whether civil and/or criminal) under any environmental laws;

(b) any responsibility on the part of STB in respect of any clean-up, repair or other corrective action; or

(c) the business or any real property of the Client.

25.3 STB may indemnify itself out in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this clause and shall have a lien on this Deed and the proceeds of the enforcement of this Deed for all monies payable to it.

26 Exclusion of liability

26.1 Neither STB nor any Receiver shall be liable in respect of all or any part of the Secured Assets or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers unless such loss or damage is caused by its gross negligence or wilful acts of default and recklessness.

26.2 The Client may not take proceedings against any officer, employee or agent of STB in respect of any claim it might have against STB or in respect of any act or omission of any kind by that

officer, employee or agent in relation to this Deed and any officer, employee or agent of STB may rely on this clause.

27 Fees, costs and expenses

27.1 The Client shall promptly on demand pay STB the amount of all costs, fees and expenses (including legal fees) together with any associated VAT incurred by it in connection with the negotiation, preparation, printing, execution and perfection of this Deed.

27.2 If the Client requests an amendment, waiver or consent of this Deed, the Client shall, within 3 Working Days of demand, reimburse STB for the amount of all costs and expenses (including legal fees) together with any associated VAT reasonably incurred by STB in responding to, evaluating, negotiating or complying with the request or requirement.

27.3 The Client shall, within 3 Working Days of demand, pay to STB the amount of all costs, fees and expenses (including legal fees) together with any associated VAT incurred by STB in connection with the enforcement of or the preservation of any rights under this Deed and any proceedings instituted by or against STB as a consequence of taking or holding the Security created or expressed to be created in favour of STB under this Deed or enforcing these rights.

27.4 If the Client fails to pay any amount payable by it under this Deed on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at the annual percentage rate equal to the applicable Discount Rate set out in the Finance Agreement. Any interest accruing under this clause 27 shall be immediately payable by the Client on demand by STB.

27.5 Default interest (if unpaid) arising on Unpaid Sums will be compounded with the overdue amount at the end of each calendar month but will remain immediately due and payable.

28 Counterparts

This Deed or any Finance Document entered into under or in connection with this Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed or any such Finance Document entered into under or in connection with this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

29 Law and Jurisdiction

This Deed and any non contractual obligations arising in connection with this Deed are governed and interpreted by English law. The Client irrevocably agree that the English courts will have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of this Deed and, for such purposes, irrevocably submit to the jurisdiction of the English courts. The submission to the jurisdiction of the English courts will not (and will not be construed so as to) limit STB's right to take proceedings against the Client in any other court of competent jurisdiction nor will the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

In witness whereof the parties hereto have executed this Deed as a deed and have delivered it on the day and year first written above.

Schedule 1 - Properties

Registered Land

Beneficial Owner	Country and district (or address or description and London borough)	Title number

Unregistered Land

SIGNATURES TO THE DEBENTURE

SECURE TRUST BANK

Executed as a deed by:

.....	.....
as attorney for and on behalf of **Secure Trust Bank Plc** in the presence of	(attorney's signature)

.....
Signature of witness

Name .....

Address .....

.....

CLIENT

Executed as a deed by	)	[redacted]
Boddingtons Plastics Limited	)	Director
acting by two directors or by a director and its	)	
secretary or a director in the presence of a	)	.....
witness	)	Director/Secretary
Signature of witness:	)	[redacted]
Witness' full name:	)	B. RINK
Witness' address:	)	8-12 York Gate
	)	London
	)	NW1 4QG
	)	.....
Witness' occupation:	)	ASSOCIATE



