



Registration of a Charge

Company name: **VISICAN LIMITED**

Company number: **02993638**



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Received for Electronic Filing: **02/03/2021**

Details of Charge

Date of creation: **26/02/2021**

Charge code: **0299 3638 0002**

Persons entitled: **MALCOLM KIRKHAM
MELVILLE CROSSLEY**

Brief description: **AS A CONTINUING SECURITY FOR THE PAYMENT AND DISCHARGE OF THE SECURED LIABILITIES, EACH CHARGOR WITH FULL TITLE GUARANTEE CHARGES TO THE SELLERS, BY WAY OF A LEGAL MORTGAGE, ALL ESTATES OR INTERESTS IN ANY FREEHOLD, LEASEHOLD OR COMMONHOLD PROPERTY NOW OWNED BY IT. FIXED CHARGES AS A CONTINUING SECURITY FOR THE PAYMENT AND DISCHARGE OF THE SECURED LIABILITIES, EACH CHARGOR WITH FULL TITLE GUARANTEE CHARGES TO THE SELLERS BY WAY OF A FIXED CHARGE ALL PRESENT AND FUTURE ESTATES OR INTERESTS OF ANY CHARGOR IN, OR OVER, ANY FREEHOLD, LEASEHOLD OR COMMONHOLD PROPERTY (OTHER THAN ANY SUCH PROPERTY EFFECTIVELY MORTGAGED UNDER THE CLAUSE ABOVE); THE BENEFIT OF ALL OTHER CONTRACTS, GUARANTEES, APPOINTMENTS AND WARRANTIES RELATING TO EACH CHARGED PROPERTY AND OTHER DOCUMENTS TO WHICH ANY CHARGOR IS A PARTY OR OF WHICH IT HAS THE BENEFIT RELATING TO ANY SALE, PURCHASE OR USE OF ANY CHARGED PROPERTY OR OTHERWISE RELATING TO ANY CHARGED PROPERTY; ALL LICENCES, CONSENTS AND AUTHORISATIONS (STATUTORY OR OTHERWISE) HELD OR REQUIRED IN CONNECTION WITH ITS BUSINESS OR ANY SECURED ASSET; ALL ITS PRESENT AND FUTURE GOODWILL; ALL ITS UNCALLED CAPITAL; ALL THE EQUIPMENT; ALL THE INTELLECTUAL PROPERTY; ALL THE BOOK DEBTS; ALL THE INVESTMENTS; ALL MONIES FROM TIME TO TIME STANDING TO THE CREDIT OF ITS ACCOUNTS WITH ANY**

BANK, FINANCIAL INSTITUTION OR OTHER PERSON, TOGETHER WITH ALL OTHER RIGHTS AND BENEFITS ARISING IN CONNECTION WITH EACH ACCOUNT; ALL ITS RIGHTS IN RESPECT OF EACH INSURANCE POLICY; AND ALL ITS RIGHTS IN RESPECT OF ALL AGREEMENTS, INSTRUMENTS AND RIGHTS RELATING TO THE SECURED ASSETS. BY WAY OF FLOATING CHARGE, ALL ITS UNDERTAKING, PROPERTY, ASSETS AND RIGHTS NOT OTHERWISE EFFECTIVELY MORTGAGED, CHARGED OR ASSIGNED UNDER THE TWO PARAGRAPHS ABOVE.

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: GEORGE GREEN LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2993638

Charge code: 0299 3638 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th February 2021 and created by VISICAN LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd March 2021 .

Given at Companies House, Cardiff on 3rd March 2021

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**

FINAL FORM

STEP 10

Dated FEBRUARY 26 2021

VISICAN HOLDINGS LIMITED, VISICAN GROUP LIMITED AND VISICAN LIMITED
and

MELVILLE CROSSLEY & MALCOLM KIRKHAM

DEBENTURE

Certified as being a
true copy of the
original

George Green LLP

2 March 2021

CONTENTS

CLAUSE	
1.	Definitions and interpretation
2.	Covenant to pay
3.	Grant of security
4.	Liability of the Chargors
5.	Representations and warranties
6.	General covenants
7.	Powers of the Sellers
8.	When security becomes enforceable
9.	Enforcement of security
10.	Receiver
11.	Powers of Receiver
12.	Delegation
13.	Application of proceeds
14.	Costs and indemnity
15.	Further assurance
16.	Power of attorney
17.	Release
18.	Assignment and transfer
19.	Set-off
20.	Amendments, waivers and consents
21.	DeedDeedLiability of Multiple Chargors
22.	Severance
23.	Counterparts
24.	Third party rights
25.	Further provisions
26.	Notices
27.	Governing law and jurisdiction
Schedule	Chargors
	31

THIS DEED is dated 26 February 2021

PARTIES

- (1) The companies whose names and company numbers are set out in the Schedule (each a "Chargor" and together the "Chargors"); and
- (2) Melville Crossley of 35 Church Road, Edgbaston, Birmingham, B15 3ST and Malcolm Kirkham of 29 Mary Street, Birmingham, B3 1UD (the "Sellers" which terms when used in this Deed shall also mean any one of them if the context so requires).

BACKGROUND

Under this Deed, the Chargors provide security to the Sellers for their present and future obligations and liabilities to the Sellers pursuant to the SPA and this Deed.

AGREED TERMS

1. Definitions and interpretation

1.1 Definitions

Terms defined in the SPA shall, unless otherwise defined in this Deed, have the same meaning in this Deed. In addition, the following definitions apply in this Deed:

"Administrator"

an administrator appointed to manage the affairs, business and property of a Chargor pursuant to clause 7.6.

"Book Debts"

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

"Charged Property"

any freehold, leasehold or common hold 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"

the rate of 4% above the base rate of Barclays Bank PLC.

"Delegate"

any person appointed by the Sellers or any Receiver pursuant to clause 12 and any person appointed as attorney of the Sellers (or either of them), Receiver or Delegate.

"Equipment"

all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by a Chargor.

"Event of Default"

(i) an "Event of Default" as defined in the SPA; and/or

(ii) a Chargor or any other Obligor failing to comply

with this Deed or any other Security Document and (if the Sellers consider, acting reasonably, that the default is capable of remedy) such default is not remedied within 28 days of the earlier of the Sellers notifying the Obligors of the default and the remedy required, and the relevant Obligor becoming aware of the default.

"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 maintained by a Chargor from time to time in respect of its assets or business, together with all monies paid or payable in respect of that policy.

"Intellectual Property"

all intellectual property rights, 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 which subsist or will subsist in any part of the world.

"Investments"

all securities or investments from time to time legally or beneficially owned by or on behalf of a Chargor, including:

- (i) any dividend or other distribution paid or payable in respect of such security or investment;
- (ii) any right, money or asset accruing or offered in relation to such security or investment, including on a redemption or sale thereof.

"LPA 1925"

the Law of Property Act 1925.

"Obligor"

any person who has given a guarantee or granted Security to the Sellers for the Secured Liabilities.

"Permitted Disposal"

a disposal in the ordinary course of business of Secured Assets that are only subject to an uncrystallised floating charge.

"Receiver"

a receiver, receiver and manager or administrative receiver appointed by the Sellers under clause 10.

"Secured Assets"

all the assets, property and undertaking for the time being of a Chargor which are, or are intended to be, subject to the Security created by, or pursuant to, this Deed (and references to the Secured Assets shall include references to

"Secured Liabilities"	any part of them).
"Secured Party"	all present and future obligations and liabilities of any Chargor to the Sellers under the SPA and/or this Deed, together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities.
"Security"	the Sellers and any Receiver or Delegate.
"Security Document"	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 Financial Collateral Arrangement"	this Deed, and any other document designated as such by an Obligor and the Sellers.
"Security Period"	has the meaning given to that expression in the Financial Collateral Regulations.
"SPA"	the period from the date of this Deed until the date on which the Sellers are both satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.
"Third Parties Act:"	a share sale and purchase agreement to be entered into on the same date as this agreement between Visican Holdings, each of the Sellers and other parties in relation to the sale by the Sellers of the entire issued share capital of Visican Group Limited (company number 13145397) in consideration for the issue of shares in the capital of Visican Holdings and the payment of cash consideration (on completion of the SPA and on a deferred and earn out basis on the terms of that agreement).
"Visican Holdings"	the Contracts (Rights of Third Parties) Act 1999.
1.2 Interpretation	Visican Holdings Limited, a company incorporated in England and Wales with company number 13164220.
In this Deed:	
1.2.1	clause, Schedule and paragraph headings shall not affect the interpretation of this Deed;
1.2.2	a reference to a person shall include a reference to 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 (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 a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.7 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.8 a reference to **writing** or **written** excludes fax and email;
- 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 construed 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, re-enactment, 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 **continuing** in relation to an Event of Default means an Event of Default that has not been remedied or waived.

1.3 **Clawback**

If the Sellers reasonably consider in all the circumstances that an amount paid by a Chargor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of such 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 situated on or forming part of that Charged Property at any time;
- 1.4.2 the proceeds of the sale of any part of that Charged Property;
- 1.4.3 the benefit of any covenants for title, security agreements, benefits, easements, guarantees and other rights in respect of that Charged Property; and
- 1.4.4 all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property.

1.5 Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the SPA are incorporated into this Deed.

1.6 Perpetuity period

If the rule against perpetuities applies to any trust created by this Deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1.7 Schedule

The Schedule forms 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 Schedule.

1.8 Effect as a Deed

This Deed shall take effect as a Deed notwithstanding that the Sellers (or either of them) may have executed it under hand.

1.9 SPA to prevail

In the event of any inconsistency between the SPA on the one hand and this Deed on the other, the terms of the SPA shall prevail.

2. Covenant to pay

Each Chargor shall, on demand, pay to the Sellers and discharge the Secured Liabilities when they become due.

3. Grant of security

3.1 Legal mortgage

As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee charges to the Sellers, by way of a legal mortgage, all estates or interests in any freehold, leasehold or commonhold property now owned by it.

3.2 Fixed charges

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

- 3.2.1 all present and future estates or interests of any Chargor in, or over, any freehold, leasehold or commonhold property (other than any such property effectively mortgaged under clause 3.1);
- 3.2.2 the benefit of all other contracts, guarantees, appointments and warranties relating to each Charged Property and other documents to which any Chargor is a party or of which it has the benefit relating to any sale, purchase or use of any Charged Property or otherwise relating to any Charged Property;
- 3.2.3 all licences, consents and authorisations (statutory or otherwise) held or required in connection with its business or any Secured Asset;
- 3.2.4 all its present and future goodwill;
- 3.2.5 all its uncalled capital;
- 3.2.6 all the Equipment;
- 3.2.7 all the Intellectual Property;
- 3.2.8 all the Book Debts;
- 3.2.9 all the Investments;
- 3.2.10 all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person, together with all other rights and benefits arising in connection with each account;
- 3.2.11 all its rights in respect of each Insurance Policy; and
- 3.2.12 all its rights in respect of all 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, each Chargor with full title guarantee charges to the Sellers, by way of 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 a Chargor pursuant to 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 that Chargor:

3.5.1.1 creates, or attempts to create Security or a trust in favour of another person over all or any part of the Secured Assets (other than Permitted Security); or

3.5.1.2 disposes, or attempts to dispose of, all or any part of the Secured Assets (other than a Permitted Disposal);

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; or

3.5.3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of that Chargor.

3.6 Crystallisation of floating charge by notice

The Sellers may, in their discretion, by written notice to any Chargor, convert the floating charge created under this Deed into a fixed charge as regards any part of the Secured Assets specified by the Sellers in that notice if:

3.6.1 an Event of Default has occurred; or

3.6.2 the Sellers consider 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.

4. Liability of the Chargors

4.1 Liability not discharged

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

4.1.1 any security or other right held by, or available to, a Secured Party that is, or becomes, wholly or partially illegal, void or unenforceable;

4.1.2 a Secured Party renewing, determining, varying or increasing any facility or concurring in, accepting or varying any compromise or settlement, or omitting to claim or enforce payment from any other person; or

4.1.3 any other act or omission that, but for this clause 4.1, might have discharged, or otherwise prejudiced or affected, the liability of a Chargor.

4.2 Immediate recourse

Each Chargor waives any right it may have to require the Sellers to enforce any security or other right, or claim any payment from any other person before enforcing this Deed against that Chargor.

5. Representations and warranties

5.1 Time for making representations and warranties

Each Chargor makes the representations and warranties set out in this clause 5 to the Sellers on the date of this Deed and such representations and warranties are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

5.2 Ownership of Secured Assets

Each Chargor is the sole legal and beneficial owner of, and has good, valid and marketable title to, its Secured Assets.

5.3 No Security

The Secured Assets are free from any Security other than Permitted Security and the Security created by this Deed.

5.4 No adverse claims

No Chargor has received, or acknowledged notice of, any adverse claim by any person in respect of the Secured Assets or any interest in them.

5.5 No adverse covenants

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever that materially and adversely affect the Secured Assets.

5.6 No breach of laws

There is no breach of any law or regulation that materially and adversely affects the Secured Assets.

5.7 No interference in enjoyment

No facility necessary for the enjoyment and use of the Secured Assets is subject to terms entitling any person to terminate or curtail its use.

5.8 No overriding interests

Nothing has arisen, has been created or is subsisting, that would be an overriding interest in any Charged Property.

5.9 Avoidance of security

No Security expressed to be created under this Deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of a Chargor or otherwise.

5.10 No prohibitions or breaches

There is no prohibition on assignment in any Insurance Policy and the entry into this Deed by a Chargor does not, and will not, constitute a breach of any Insurance Policy, or any other policy, agreement, document, instrument or obligation binding on such Chargor or its assets.

5.11 Enforceable security

This Deed constitutes and will constitute the legal, valid, binding and enforceable obligations of each Chargor, and is, and will continue to be, effective security over all and every part of the Secured Assets in accordance with its terms.

6. General covenants

6.1 Negative pledge and disposal restrictions

No Chargor shall at any time, except with the prior written consent of the Sellers:

6.1.1 create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Permitted Security;

6.1.2 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 for a Permitted Disposal).

6.2 Title documents

Each Chargor shall, as so required by the Sellers, deposit with the Sellers and the Sellers shall, for the duration of this Deed be entitled to hold all Deeds and documents of title relating to the Secured Assets.

6.3 Registration of legal mortgage at the Land Registry

Each Chargor consents to an application being made by the Sellers to the Land Registrar for the following restriction in Form P to be registered against its title to any Charged Property over which the Sellers have a legal mortgage:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 26 February 2021 in favour of Melville Crossley and Malcolm Kirkham referred to in the charges register."

6.4 Land

Each Chargor shall promptly notify the Sellers in writing if it intends to acquire any estate or interest in land and shall promptly on request by the Sellers (at the cost of such Chargor) execute a legal mortgage in favour of the Sellers of that property in any form which the Sellers may require.

If the title to any such estate or interest is registered (or required to be registered) at the Land Registry, such Chargor will procure the registration of the legal mortgage at the Land Registry.

6.5 Preservation of Secured Assets

No Chargor shall do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Sellers, or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this Deed.

6.6 Compliance with laws and regulations

6.6.1 No Chargor shall, without the Sellers' prior written consent, use or permit the Secured Assets to be used in any way contrary to law.

6.6.2 Each Chargor shall:

6.6.2.1 comply with the requirements of any law or regulation relating to or affecting the Secured Assets or the use of them or any part of them;

6.6.2.2 obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Secured Assets or their use or that are necessary to preserve, maintain or renew any Secured Asset; and

6.6.2.3 promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Secured Assets.

6.7 Enforcement of rights

Each Chargor shall use its best endeavours to:

6.7.1 procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with such Chargor and forming part of the Secured Assets of the covenants and other obligations imposed on such counterparty (including each insurer in respect of an Insurance Policy); and

6.7.2 enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets that the Sellers may require from time to time.

6.8 Notice of misrepresentation and breaches

Each Chargor shall, promptly on becoming aware of any of the same, notify the Sellers in writing of:

6.8.1 any representation or warranty set out in this Deed that is incorrect or misleading in any material respect when made or deemed to be repeated; and

6.8.2 any breach of any covenant set out in this Deed.

6.9 Insurance

6.9.1 Each Chargor shall insure and keep insured the Secured Assets against:

- 6.9.1.1 loss or damage by fire or terrorist acts, including any third party liability arising from such acts;
 - 6.9.1.2 other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as such Chargor; and
 - 6.9.1.3 any other risk, perils and contingencies as the Sellers may reasonably require.
- 6.9.2 Any such insurance must be with an insurance company or underwriters, and on such terms, as are reasonably acceptable to the Sellers, and must include property owners' public liability and third party liability insurance and be for not less than the replacement value of the relevant Secured Assets.
- 6.9.3 Each Chargor shall, if requested by the Sellers, produce to the Sellers each policy, certificate or cover note relating to any insurance as is required by clause 6.9.1.
- 6.9.4 Each Chargor shall, if requested by the Sellers, procure that a note of the Sellers' interest is endorsed on 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 6.9.1 but without the Sellers having any liability for any premium in relation to those insurance policies unless he 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.
- 6.10 **Insurance premiums**
 - Each Chargor shall:
 - 6.10.1 promptly pay all premiums in respect of each Insurance Policy as is required by clause 6.9.1 and do all other things necessary to keep that policy in full force and effect; and
 - 6.10.2 (if the Sellers so require) give to the Sellers copies of the receipts for all premiums and other payments necessary for effecting and keeping up each Insurance Policy as is required by clause 6.9.1.
- 6.11 **No invalidation of insurance**

No Chargor shall do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any Insurance Policy as is required by clause 6.9.1.
- 6.12 **Proceeds from insurance policies**

All monies payable under any Insurance Policy maintained by a Chargor in accordance with clause 6.9.1 at any time (whether or not the security constituted by this Deed has become enforceable) shall 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 Sellers so direct, in or towards discharge or reduction of the Secured Liabilities.

6.13 Realising Book Debts

6.13.1 Each Chargor shall collect in and realise all Book Debts, in the ordinary course of business and (following an Event of Default and prior to any payment referred to in clause 6.13.2) hold the proceeds of those Book Debts in trust for the Sellers.

6.13.2 Following an Event of Default, each Chargor shall pay in accordance with the directions of the Sellers, all monies received by such Chargor in respect of the Book Debts.

7. Powers of the Sellers

7.1 Power to remedy

7.1.1 Without prejudice to their other rights under this Deed, the Sellers shall be entitled (but shall not be obliged) to remedy, at any time, a breach by a Chargor of any of its obligations contained in this Deed and each Chargor irrevocably authorises the Sellers and their agents to do all things that are necessary or desirable for that purpose.

7.1.2 Any monies expended by the Sellers in remedying a breach by a Chargor of its obligations contained in this Deed shall be reimbursed by the Chargors to the Sellers on a full indemnity basis and shall carry interest at the Default Rate.

7.1.3 In remedying any breach in accordance with this clause 7.1, the Sellers, their agents and their respective officers, agents and employees shall be entitled to enter onto a Charged Property and to take any action as the Sellers may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or development.

7.2 Sellers have Receiver's powers

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

7.3 Conversion of currency

For the purpose of discharging any of the Secured Liabilities, the Sellers may convert any monies received, recovered or realised by him under this Deed from their existing currencies of denomination into any other currencies of denomination that the Sellers may think fit. Any such conversion shall be effected at the then prevailing spot selling rate of exchange, for such other currency against the existing currency, of such clearing bank as is selected for this purpose by the Sellers at their sole discretion.

7.4 New accounts

7.4.1 If the Sellers receive, or are deemed to have received, notice of any subsequent Security, or other interest, affecting all or part of the Secured Assets, the Sellers may open a new account for any Chargor in the Sellers' books. Without prejudice to the Sellers' right to combine accounts, no money paid to the credit of a Chargor in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.

7.4.2 If the Sellers do not open a new account immediately on receipt of the notice, or deemed notice, under clause 7.4.1, then, unless the Sellers give express written notice to the contrary to a Chargor, all payments made by such Chargor to the Sellers shall be treated as having been credited to a new account of such 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 Sellers.

7.5 Indulgence

The Sellers may, at their discretion, grant time or other indulgence 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 any Chargor for the Secured Liabilities.

7.6 Appointment of an Administrator

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

8. When security becomes enforceable

8.1 Security becomes enforceable on Event of Default

The security constituted by this Deed shall become immediately enforceable on the occurrence of:

8.1.1 an Event of Default; and/or

8.1.2 an event of default (howsoever defined) under any other agreement between a Chargor and a Seller and/or any other agreement between a Seller and the shareholders of a Chargor.

8.2 Discretion

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

9. Enforcement of security

9.1 Enforcement powers

9.1.1 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.

9.1.2 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this Deed) shall be exercisable at any time after the execution of this Deed, but the Sellers shall not exercise such power of sale or other powers until the security constituted by this Deed has become enforceable under clause 8.1.

9.1.3 Section 103 of the LPA 1925 does not apply to the security constituted by this Deed.

9.2 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 Sellers 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 a Chargor, to grant a lease or agreement to lease, accept surrenders of leases, or grant any option of the whole or any part of the Secured Assets with whatever rights relating to other parts of it, on such terms and conditions as it thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

9.3 Redemption of prior Security

9.3.1 At any time after the security constituted by this Deed has become enforceable, the Sellers may redeem any prior Security over any Secured Asset and procure the transfer of that Security to himself.

9.3.2 The Chargors shall pay to the Sellers 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.

9.4 Protection of third parties

No purchaser, mortgagee or other person dealing with the Sellers, any Receiver or any Delegate shall be concerned to enquire whether any power the Sellers, a Receiver or Delegate is purporting to exercise has become exercisable or is being properly exercised.

9.5 Privileges

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

9.6 No liability as mortgagee in possession

Neither the Sellers nor any Receiver or Delegate shall be liable, 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, nor shall any of them be liable for any act, default or omission for which a mortgagee in possession might be liable.

9.7 Relinquishing possession

If the Sellers, any Receiver or Delegate enters into or takes possession of a Charged Property, it may at any time relinquish possession.

9.8 Conclusive discharge to purchasers

The receipt of the Sellers, or any Receiver or Delegate shall be a conclusive discharge to a purchaser.

9.9 Right of appropriation

9.9.1 To the extent that the Secured Assets constitute Financial Collateral, and this Deed and the obligations of a Chargor under it constitute a Security Financial Collateral Arrangement, the Sellers 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 Sellers may, in their absolute discretion, determine.

9.9.2 The value of any Secured Assets appropriated in accordance with this clause shall be:

9.9.2.1 in the case of cash, the amount standing to the credit of each of a 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

9.9.2.2 in the case of Investments, the market price of those Investments at the time the right of appropriation is exercised determined by the Sellers by reference to a recognised market index or by any other method that the Sellers may select (including independent valuation).

9.9.3 Each Chargor agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

10. Receiver

10.1 Appointment

At any time after the security constituted by this Deed has become enforceable, or at the request of a Chargor, the Sellers 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.

10.2 Removal

The Sellers 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 him and may, whenever he thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

10.3 Remuneration

The Sellers may fix the remuneration of any Receiver appointed by him 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.

10.4 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 Sellers, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

10.5 Agent of the Chargors

Any Receiver appointed by the Sellers under this Deed shall be the agent of the relevant Chargor which shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver.

11. Powers of Receiver

11.1 General

11.1.1 Any Receiver appointed by the Sellers under this Deed shall, in addition to the powers conferred on it by statute, have the rights, powers and discretions set out in clause 11.2.

11.1.2 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.

11.1.3 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.

11.2 Specific Powers

A Receiver may:

11.2.1 undertake or complete any works of repair or development on the Charged Properties and may apply for permission to carry out any of the same;

11.2.2 grant, or accept, surrenders of any leases or tenancies affecting any Secured Asset as it thinks fit;

11.2.3 provide services and employ or engage any personnel and professional advisers on any terms that it thinks fit and discharge any such person;

11.2.4 make, exercise or revoke any VAT option to tax;

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

11.2.6 take immediate possession of, get in and realise any Secured Asset on such terms as it thinks fit;

11.2.7 carry on or reconstruct the business of a Chargor;

11.2.8 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;

11.2.9 settle or compromise any claim relating in any way to any Secured Asset;

11.2.10 bring, defend and abandon all actions and proceedings in relation to any of the Secured Assets as it thinks fit;

11.2.11 effect with any insurer any policy of insurance;

11.2.12 make substitutions of, or improvements to any asset, as it may think expedient;

- 11.2.13 make calls conditionally or unconditionally on the members of a Chargor in respect of uncalled capital with the same powers as are conferred by the articles of association of such Chargor in respect of calls;
- 11.2.14 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 Sellers consent, terms under which that security ranks in priority to this Deed);
- 11.2.15 acquire, and/or grant any interest in, any asset;
- 11.2.16 redeem any prior Security;
- 11.2.17 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.
- 11.2.18 do any other acts and things that it:
 - 11.2.18.1 may consider desirable or necessary for realising any of the Secured Assets;
 - 11.2.18.2 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
 - 11.2.18.3 lawfully may or can do as agent for a Chargor.

12. Delegation

12.1 Delegation

The Sellers 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 16.1).

12.2 Liability

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

13. Application of proceeds

13.1 Order of application of proceeds

All monies received or recovered by the Sellers, 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, 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:

- 13.1.1 in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Sellers (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;

- 13.1.2 in or towards payment of the Secured Liabilities in any order and manner that the Sellers determine; and
- 13.1.3 in payment of the surplus (if any) to the relevant Chargor or other person entitled to it.
- 13.2 **Suspense account**

All monies received by the Sellers, a Receiver or a Delegate under this Deed:

- 13.2.1 may, at the discretion of the Sellers, Receiver or Delegate, be credited to a suspense account;
- 13.2.2 shall bear interest, if any, at the rate agreed in writing between the Sellers and the Chargors; and
- 13.2.3 may be held in that account for so long as the Sellers, Receiver or Delegate thinks fit.

14. **Costs and indemnity**

14.1 **Costs**

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

- 14.1.1 this Deed or the Secured Assets;
- 14.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Sellers', a Receiver's or a Delegate's rights under this Deed; or
- 14.1.3 taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost, charge, expense, tax or liability arose until full discharge of that cost, charge, expense, tax or liability (whether before or after judgment, liquidation, winding up or administration of a Chargor) at the Default Rate.

14.2 **Indemnity**

14.2.1 The Chargors shall indemnify the Sellers, each Receiver and each Delegate, and their respective employees and agents against all liabilities, damages, losses and reasonable costs and expenses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

- 14.2.1.1 the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Deed or by law in respect of the Secured Assets;
- 14.2.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this Deed; or

14.2.1.3 any default or delay by a Chargor in performing any of its obligations under this Deed.

14.2.2 Any past or present employee or agent may enforce the terms of this clause 14.2 subject to and in accordance with the provisions of the Third Parties Act.

15. Further assurance

15.1 Further assurance

Each Chargor shall promptly, at its own expense, take whatever action the Sellers or any Receiver may reasonably require for creating, perfecting or protecting the security created or intended to be created by this Deed, facilitating the realisation of any Secured Asset, facilitating the exercise of any right, power, authority or discretion exercisable by the Sellers or any Receiver in respect of any Secured Asset or conferring on the Sellers such security as he may require over a Chargor's assets outside England and Wales which if in England and Wales would form part of the Secured Assets 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.

16. Power of attorney

16.1 Appointment of attorneys

By way of security, each Chargor irrevocably appoints the Sellers, every Receiver and every Delegate separately to be the attorney of that Chargor and, in its name, on its behalf and as its act and Deed, to execute any documents and do any acts and things that such Chargor is required to execute and do under this Deed, or 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 Sellers, any Receiver or any Delegate.

16.2 Ratification of acts of attorneys

Each 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 powers referred to in clause 16.1.

17. Release

Subject to clause 25.3, at the end of the Security Period, the Sellers shall, at the request and cost of a Chargor, take whatever action is necessary to release the Secured Assets from the security constituted by this Deed.

18. Assignment and transfer

18.1 Assignment by Sellers

At any time, without the consent of the Chargors, the Sellers may assign or transfer any or all of his rights and obligations under this Deed. Such assignee shall, with effect from the date of such assignment or transfer, be the Sellers for the Sellers under this Deed in place of the previous Sellers.

18.2 Assignment by Chargors

No Chargor may assign any of its rights, or transfer any of its rights or obligations, under this Deed.

19. Set-off

19.1 Sellers' right of set-off

The Sellers may at any time set off any liability of a Chargor under the SPA and this Deed to the Sellers against any liability of the Sellers to such Chargor, whether either liability is present or future, liquidated or unliquidated. If the liabilities to be set off are expressed in different currencies, the Sellers may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Sellers of their rights under this clause 19 shall not limit or affect any other rights or remedies available to him under this Deed or otherwise.

19.2 Exclusion of Chargors' right of set-off

All payments made by a Chargor to the Sellers under this Deed shall be made in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

20. Amendments, waivers and consents

20.1 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).

20.2 Waivers and consents

20.2.1 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 other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

20.2.2 A failure or delay by a party to exercise any right or remedy provided under this Deed or by law shall not constitute a waiver of that or any other right or remedy or prevent or restrict any further exercise of that or any other right or remedy. 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.

20.3 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.

21. Liability of Multiple Chargors

21.1 Each Chargor agrees to be bound by this Deed notwithstanding that it may not have been signed by any other party or may otherwise not become binding on any other party and notwithstanding that this Deed may be determined or be or become invalid or unenforceable against any one or more of such parties.

21.2 The Sellers may release or discharge any one or more of the Chargors from this Deed and may compound with or otherwise vary or agree to vary the liability of or to grant time or indulgence to or make other arrangements with any one or more of the same or any other party without prejudicing or affecting the rights and remedies of the Sellers against the others of such Chargors.

21.3 The agreements, obligations and liabilities of the Chargors herein contained or implied shall be joint and several and any demand for payment made by the Sellers to any one or more of the Chargors so jointly and severally liable shall be deemed to be a demand made to all such parties.

22. Severance

22.1 Severance

If any provision (or part of a provision) of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Deed.

23. Counterparts

23.1 Counterparts

23.1.1 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.

23.1.2 Transmission of an executed counterpart of this Deed (but for the avoidance of doubt not just a signature page) by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Deed. If such 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.

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

24. Third party rights

24.1 Third party rights

24.1.1 Except as expressly provided elsewhere in this Deed, a person who is not a party to this Deed shall not have any rights under the Third Parties Act to enforce, or enjoy the benefit of, any term of this Deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

24.1.2 The terms of this Deed are enforceable by each Secured Party notwithstanding that they are not a party to this Deed.

24.1.3 The rights of the parties to rescind or agree any amendment or waiver under this Deed are not subject to the consent of any other person.

25. Further provisions

25.1 Independent security

The security constituted by this Deed shall be in addition to, and independent of, any other security or guarantee that the Sellers may hold for any of the Secured Liabilities at any time.

25.2 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 Sellers discharge this Deed in writing

25.3 Discharge conditional

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

25.3.1 the Sellers 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 Sellers deem necessary to provide the Sellers with security against any such avoidance, reduction or order for refund; and

25.3.2 the Sellers may recover the value or amount of such security or payment from a Chargor subsequently as if the release, discharge or settlement had not occurred.

25.4 Certificates

A certificate or determination by the Sellers as to any amount for the time being due to him from a Chargor under the SPA or this Deed shall be, in the absence of any manifest error, conclusive evidence of the amount due.

25.5 Consolidation

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

26. Notices

26.1 Delivery

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

26.1.1 in writing;

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

26.1.3 delivered or sent to a party at the address set out under its name below or any other address as is notified in writing by such party to the other from time to time in accordance with this Deed.

26.2 Receipt by Chargor

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

26.2.1 if delivered by hand, at the time it is left at the relevant address; and

26.2.2 if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting.

A notice or other communication given as described in clause 26.2.1 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

26.3 Receipt by Sellers

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

26.4 Service of Proceedings

Subject to clause 27.3 this clause 26 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.

26.5 No notice by e-mail or fax

A notice or other communication given under or in connection with this Deed is not valid if sent by e-mail or fax.

27. Governing law and jurisdiction

27.1 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.

27.2 Jurisdiction

Each party irrevocably agrees that, subject as provided below, 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. Nothing in this clause shall limit the right of the Sellers to take proceedings against a Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

27.3 Other service

Each Chargor irrevocably consents to any process in any legal action or proceedings under clause 27.2 being served on it in accordance with the provisions of this Deed relating to service of notices. Nothing contained in this Deed shall affect the right to serve process in any other manner permitted by law.

THIS DEED HAS BEEN DULY EXECUTED AND DELIVERED AS A DEED ON THE DATE STATED AT THE BEGINNING OF IT.


Schedule

Chargors


Company Name	Company Number
Visican Holdings Limited	13164220
Visican Group Limited	13145397
Visican Limited	02993638


Executed as a Deed by
Visican Holdings Limited
acting by a director in the presence of:


Director

Witness Signature: 

Witness Name: FARAH AMAZ

Address: 

Occupation: 


Chargor address for service: 115 Phillips Street, Aston, Birmingham

Attention: Alan Lett

West Midlands B6 4PT

Executed as a Deed by
Visican Group Limited
acting by a director in the presence of:


Director

Witness Signature: 

Witness Name: Farah Buz

Address:

Occupation:

Chargor address for service: 115 Phillips Street, Aston, Birmingham

Attention: Alan Lett

West Midlands B6 4PT

Executed as a Deed by
Visican Limited
acting by a director in the presence of:


Director

Witness Signature:



Witness Name: Farah Ayaz

Address:

.....

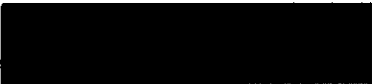
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Occupation:

.....

Chargor address for service: 115 Phillips Street, Aston, Birmingham


Attention: West Midlands, B6 4PT

Signed by 

Melville Crossley as a Secured Party

Address for service:



Signed by 

Malcolm Kirkham as a Secured Party

Address for service:

