

701818 £13

In accordance with  
Sections 859A &  
859J of the Companies  
Act 2006

**MR01**

## Particulars of a charge

Oyez

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

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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

☐ You must enclose a certified copy of the instrument with this form. This will be  
scanned and placed on the public record

THURSDAY



\*A2ESEJD7\*

A14

15/08/2013

#298

COMPANIES HOUSE

**1 Company details**

Company number 0 3 3 4 0 2 1 4

Company name in full The Friary Electrical Company Limited

2 For official use

**Filing in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date 0 7 0 8 2 0 1 3

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

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

Name Andrew Simon Kirshen (the "Chargee")

Name

Name

Name

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

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

MR01

Particulars of a charge

<b>4</b>	<b>Description</b>	<p>Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security</p>	<p><b>Continuation page</b> Please use a continuation page if you need to enter more details</p>	
Description	<p>The Company charges to the Chargee by way of first legal mortgage all freehold and leasehold property of the Company together with all present and future buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon</p> <p>The Company charges by way of first fixed charge to the Chargee all future freehold and leasehold property of the Company together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon, together with all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use the land</p> <p>The Company also charges by way of first fixed charge all rent receivable from any lease granted out of any freehold or leasehold property present and future vested in or charged to the Company or in which it otherwise has an interest, together with the benefit of all other agreements relating to land which the Company is or may become party or otherwise entitled</p> <p><i>Please see Continuation Page 1</i></p>			
<b>5</b>	<b>Fixed charge or fixed security</b>	<p>Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>		
<b>6</b>	<b>Floating charge</b>	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes Continue</p> <p><input type="checkbox"/> No Go to <b>Section 7</b></p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>		
<b>7</b>	<b>Negative Pledge</b>	<p>Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>		

# MR01 - continuation page

## Particulars of a charge



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### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

*Continuation Page 1*

The Company further charges to the Chargee by way of first fixed charge all patents, utility models, trade marks and service marks (whether registered or not), brand and trade names, registered and unregistered design rights, rights in passing off, database rights, copyrights, computer programs, inventions, confidential information, know-how, trade secrets and all other intellectual or intangible property or rights in each case now or in the future held by the Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any and all applications for the protection thereof and all licences agreements and ancillary and connected rights and benefits including all royalties fees and other income from the same both present and future of the Company, together with the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company in any part of the world in respect of such rights

# MR01

## Particulars of a charge

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### Trustee statement <sup>1</sup>

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

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

9

### Signature

Please sign the form here

Signature

Signature

X

Ward Hadaway.

X

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

# MR01

## Particulars of a charge

	<b>Presenter information</b>
We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.	
Contact name	Philip Murphy
Company name	Ward Hadaway
Address	
1a Tower Square	
Wellington Street	
Post town	
Leeds	
County/Region	
West Yorkshire	
Postcode	L S 1 4 D L
Country	
DX Leeds Park Square - DX 14087	
Telephone	0113 2056600
	<b>Certificate</b>
We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.	
	<b>Checklist</b>
We may return forms completed incorrectly or with information missing.	
Please make sure you have remembered the following:	
<input checked="" type="checkbox"/> The company name and number match the information held on the public Register	
<input checked="" type="checkbox"/> You have included a certified copy of the instrument with this form	
<input checked="" type="checkbox"/> You have entered the date on which the charge was created	
<input checked="" type="checkbox"/> You have shown the names of persons entitled to the charge	
<input checked="" type="checkbox"/> You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8	
<input checked="" type="checkbox"/> You have given a description in Section 4, if appropriate	
<input checked="" type="checkbox"/> You have signed the form	
<input checked="" type="checkbox"/> You have enclosed the correct fee	
<input checked="" type="checkbox"/> Please do not send the original instrument, it must be a certified copy	

	<b>Important information</b>
Please note that all information on this form will appear on the public record.	
	<b>How to pay</b>
A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.	
Make cheques or postal orders payable to 'Companies House'.	
	<b>Where to send</b>
You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.	
<b>For companies registered in England and Wales</b> The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff	
<b>For companies registered in Scotland</b> The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post)	
<b>For companies registered in Northern Ireland</b> The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG DX 481 N R Belfast 1	
	<b>Further information</b>
For further information, please see the guidance notes on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a> or email <a href="mailto:enquiries@companieshouse.gov.uk">enquiries@companieshouse.gov.uk</a>	
This form is available in an alternative format. Please visit the forms page on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a>	



FILE COPY

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 3340214

Charge code: 0334 0214 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th August 2013 and created by THE FRIARY ELECTRICAL COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th August 2013

Given at Companies House, Cardiff on 19th August 2013



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Dated 7<sup>th</sup> August 2013

THE FRIARY ELECTRICAL COMPANY LIMITED

and

ANDREW SIMON KIRSHEN

---

DEBENTURE

---

WE HEREBY CERTIFY THIS TO  
BE A TRUE COPY OF THE ORIGINAL  
Ward Hadaway  
WARD HADAWAY  
Solicitors  
1A TOWER SQUARE  
WELLINGTON STREET  
LEEDS LS1 4PL  
DATED 12.10.8.13

wardhadaway  
lawfirm

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This Debenture dated 7<sup>th</sup> August 2013 is made

**Between**

- (1) **The Friary Electrical Company Limited** (company number 03340214) a company whose registered office is at Beacon House, 113 Kingsway, London, WC2B 6PP (the "Chargor"), and
- (2) **Andrew Simon Kirshen** of 20 Westbury Road, Northwood, Middlesex, HA6 3BU (the "Chargee")

**Background**

- (1) The Chargor and Chargee have agreed to enter into a short form Loan Agreement (as defined below)
- (2) The Chargor has agreed to provide security in the form of this Debenture for all monies, obligations and liabilities due by it to the Chargee including but not limited to all monies due pursuant to the terms of the Loan Agreement (as defined below)
- (3) This Debenture is to be a second ranking debenture, behind the Existing Security already created by the Chargor in favour of Barclays Bank Plc

**1 Interpretation**

**1.1 Definitions**

In this Debenture so far as the context admits

"Charged Property"	means all and every part of the property assets and undertaking of the Chargor charged by this Debenture,
"Debts"	means all book and other debts of the Chargor (present and future), all other monies due and owing to the Chargor (present and future) and the benefit of all rights, securities or of invoices in respect of such book or other debts,
"Default Rate"	means 3% above the base rate of Barclays Bank plc from time to time in force,
"Encumbrance"	means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, hypothecation, 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,

"Equipment"	means all present and future equipment, plant machinery, tools, vehicles, furniture, fittings not alterations and apparatus and other tangible moveable property for the time being owned by the Chargor, including any part of it and all spare parts, replacements, modifications and additions,
"Event of Default"	means all of the events mentioned in clause 13,
"Existing Security"	means the debenture dated 14 October 1997 in favour of Barclays Bank plc, under which the Chargor charges all property and assets both present and future, which is to rank above this Debenture,
"Insurances"	means all contracts and policies of insurance of whatever nature which are from time to time taken out by or on behalf of the Chargor or (to the extent of such interest) in which the Chargor has an interest,
"Loan Agreement"	means the loan agreement dated on or about the date hereof between the Chargee and the Chargor,
"Proceeds Account"	means such of the Chargor's bank account(s) as Chargee may from time to time specify,
"Receiver"	means any person or persons appointed as administrator, administrative receiver, receiver, manager or receiver and manager or other receiver by the Chargee under this Debenture or otherwise in respect of the Chargor and/or over all or any part of the Charged Property,
"Secured Liabilities"	means all present and future monies, obligations or liabilities whatsoever now or hereafter due, owing or incurred to the Chargee by the Chargor including but not limited to all monies now or hereafter due, owing or incurred to the Chargee by the Chargor pursuant to the terms of the Loan Agreement, and
"Security Interest"	means any mortgage charge pledge lien right of set off or any security interest

whatsoever

- 1 2 Unless the context otherwise requires -
- 1 2 1 reference to the Chargor and Chargee includes any person deriving title from them,
  - 1 2 2 references to any document (including this Debenture) shall be construed as a reference to that document as from time to time supplemented or varied,
  - 1 2 3 references to any statute shall include any statutory modification or re-enactment thereof,
  - 1 2 4 references to clauses are to be construed as references to clauses to this Debenture and any references to sub-clauses are to be construed as references and sub-clauses of the clause or sub-clause in which the references appear,
  - 1 2 5 words importing the singular shall include the plural and vice versa and persons shall include bodies corporate and vice versa,
  - 1 2 6 headings are for convenience only and shall not affect the construction thereof
- 1 3 The terms of the Loan Agreement are incorporated in this Debenture to the extent required for any purported disposition of any property contained herein to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- 1 4 Any certificate of the Chargee setting forth the amount of any of the Secured Liabilities due from the Chargor shall be conclusive evidence of such amount against the Chargor in the absence of manifest error
- 1 5 If the Chargee considers that an amount is capable of being avoided or otherwise set aside on liquidation or administration of the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Debenture

## 2 **Covenant to Pay**

- 2 1 The Chargor hereby covenants with the Chargee to pay or discharge immediately on demand all the Secured Liabilities as and when they fall due together with interest charges and other expenses payable in respect of such sums
- 2 2 If the Chargor shall fail to pay any amount under this Debenture when it is due then such amount shall bear interest (after as well as before judgment and payable on demand) at the Default Rate from time to time from the due date until the date such amount is paid in full to the Chargee

3      **Fixed and Floating Charges**

3 1      The Chargor with full title guarantee hereby charges to the Chargee as a continuing security for the payment and/or discharge of the Secured Liabilities -

3 1 1      by way of first legal mortgage all freehold and leasehold property of the Chargor now vested in it (whether or not registered at the Land Registry) together with all present and future buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon,

3 1 2      by way of first fixed charge

3 1 2 1      all future freehold and leasehold property of the Chargor together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon,

3 1 2 2      all present and future interests of the Chargor in or over land or the proceeds of sale of it and all present and future licences of the Chargor to enter upon or use land,

3 1 2 3      all rent receivable from any lease granted out of any freehold or leasehold property present and future vested in or charged to the Chargor or in which it otherwise has an interest,

3 1 2 4      the benefit of all other agreements relating to land which the Chargor is or may become party or otherwise entitled,

3 1 2 5      all plant, machinery, vehicles and computer equipment of the Chargor (present and future) including but not limited to the Equipment together with all rights, title and interest of the Chargor under any agreements relating to the purchase, lease, hire purchase or maintenance of the same,

3 1 2 6      all furniture, furnishings, equipment, tools and other chattels of the Chargor (present and future) together with all right, title and interest of the Chargor under any agreements relating to the purchase, lease or hire purchase of the same,

3 1 2 7      all present and future uncalled capital and goodwill of the Chargor,

3 1 2 8      all patents, utility models, trade marks and

service marks (whether registered or not), brand and trade names, registered and unregistered design rights, rights in passing off, database rights, copyrights, computer programs, inventions, confidential information, know-how, trade secrets and all other intellectual or intangible property or rights in each case now or in the future held by the Chargor (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any and all applications for the protection thereof and all licences agreements and ancillary and connected rights and benefits including all royalties fees and other income from the same both present and future of the Chargor,

3 1 2 9 the benefit of all agreements and licences now or in the future entered into or enjoyed by the Chargor in any part of the world of any such rights as are referred to in clause 3 1 2 8 but owned by others,

3 1 2 10 all rights and interests in and claims under all present and future contracts or policies of insurance now or in the future held by or insuring to the benefit of the Chargor which relate to any asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by clause 3 1 1 or 3 1 2 (including all money payable under such contracts and policies),

3 1 2 11. all rights and interests and claims under all other present and future contracts of insurance or assurance in which the Chargor now or hereafter has an interest and all monies from time to time payable thereunder including any refund of premiums,

3 1 2 12 all present and future stocks, shares and other securities owned (at law or in equity) by the Chargor and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise,

3 1 2 13 all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other

- securities charged by clause 3 1 2 12, whether by way of dividend, distribution, interest or otherwise,
- 3 1 2 14 the benefit of all warranties, instruments, guarantees, charges, pledges and other security and all other rights and remedies available to the Chargor in respect of any of the assets secured by fixed charge under this Debenture,
- 3 1 2 15 all present and future bank accounts, cash at bank and credit balances of the Chargor with any bank or other person whatsoever and all rights relating or attaching to them (including the rights to interest) including but not limited to the Proceeds Account,
- 3 1 2 16 all rights or property accruing or payable to the Chargor now or in the future under or by virtue of an asset secured by a fixed charge under this Debenture except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of this clause 3 1, and
- 3 1 2 17 all Debts whether now or hereafter existing and whether presently payable or hereafter falling due for payment and the full benefit of all rights and remedies relating thereto,
- 3 1 3 by way of floating charge the whole of the undertaking of the Chargor and all its other property and assets whatsoever and wheresoever both present and future other than the property and assets effectively charged to the Chargee by way of legal mortgage or fixed charge by this Debenture
- 3 2 The Chargor with full title guarantee hereby assigns as a continuing security for the payment or discharge of the Secured Liabilities in favour of the Chargee (subject to the right of the Chargor to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities) (insofar as they are capable of being assigned by way of security) all the rights, title and interest of the Chargor in and to any agreement to which the Chargor is a party except to the extent that it is subject to any fixed charge created under any other provisions of this Debenture
- 3 3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2002) shall apply to any floating charge created pursuant to this Debenture

4 **Continuance of Security**

The security from time to time constituted by or pursuant to this Debenture shall be in addition to and shall not prejudice determine or affect any other security which the Chargee may from time to time hold in respect of all or any part of the Secured Liabilities. The security constituted by this Debenture shall be continuing and will extend to the ultimate balance of all sums payable by the Chargor to the Chargee regardless of any intermediate payments of or discharge in whole or in part of the Secured Liabilities

5 **Crystallisation**

5.1 The floating charge created by this Debenture shall automatically crystallise and be converted into a specific fixed charge over the assets and undertaking of the Chargor upon the occurrence of an Event of Default and/or if any subsequent floating charge is crystallised into a fixed charge

5.2 In addition and without prejudice to any other right the Chargee may at any time by notice in writing to the Chargor declare that the floating charge created by this Debenture shall be converted into a fixed charge over all or such part of the assets and undertaking as may be specified in the notice

6 **General Covenants**

6.1 The Chargor covenants with the Chargee that it shall not without the prior written consent of the Chargee -

6.1.1 [save for the Existing Security] create or attempt to create or permit to subsist any Encumbrance over all or any of its assets nor increase nor extend any liability of the Chargor secured on any of the Charged Property,

6.1.2 sell lease licence or otherwise dispose of any property or the whole or a substantial part of the undertaking of the Chargor or cause or permit any right over the Charged Property to be acquired by any third party but so that the Chargor may dispose of the Charged Property subject to the floating charge contained in this Debenture while the floating charge remains uncrystallised by sale at arms length in the usual course of the Chargor's day to day business

6.1.3 exercise the statutory powers of leasing or accepting surrenders of leases nor grant any right to occupy or share occupation of any property nor agree to do any of such things,

6.1.4 make any material alterations or additions to or change the authorised use of any Charged Property,

6.1.5 allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor of any of its

properties (or any part of them) or create or permit to arise any overriding interest ((as specified in Schedule 1 or Schedule 3) to the Land Registration Act 2002) affecting any such property

6 2 The Chargor covenants with the Chargee that it will -

- 6 2 1 at all times comply with the terms of this Debenture and the Loan Agreement,
- 6 2 2 preserve and maintain all intellectual property rights owned or used by the Chargor,
- 6 2 3 immediately notify the Chargee of the acquisition by the Chargor of any estate or interest in any freehold, heritable or leasehold property,
- 6 2 4 immediately notify the Chargee in writing of the occurrence of an Event of Default or of the occurrence of any event which with the lapse of time or giving of notice would or may constitute any of the same,
- 6 2 5 keep all of the Charged Property of an insurable nature insured against such risks and in such amounts and otherwise in such terms as the Chargee may require with insurers approved in writing by the Chargee and will maintain such other insurances against such risks as are normally maintained by prudent companies carrying on similar businesses with the interest of the Chargee noted upon all policies of such insurance and will produce copies of all such policies and receipts for premium and other payments necessary for effecting and maintaining such insurances,
- 6 2 6 punctually pay or cause to be paid and indemnify the Chargee against all premiums in respect of all Insurances of the Charged Property,
- 6 2 7 comply with the terms and conditions of the Insurances including without limitation any stipulations or restrictions as to use or operation of any asset and not to do or permit anything to be done which may make void or voidable any such insurance,
- 6 2 8 keep in good and substantial repair (fair wear and tear excepted) and proper working order and renew where necessary all the Charged Property,
- 6 2 9 punctually pay all rents governmental municipal or other taxes duties rates and outgoings payable with reference to the Charged Property and comply with all covenants and all statutory and other requirements affecting the Charged Property,



- 6 2 10 carry on its business in a proper and efficient manner and keep properly books of account and except with the prior written consent of the Chargee not make any substantial alterations to the nature of its business,
- 6 2 11 [subject to the Existing Security,] deposit with the Chargee all deeds certificates and documents constituting or evidencing title to the Charged Property or any party thereof,
- 6 2 12 comply with the provisions of all present and future statutes and directions and any notice order or direction made under any of the foregoing,
- 6 2 13 in respect of any freehold or leasehold property which is hereafter acquired by the Chargor the title to which is registered at the Land Registry or the title to which is required to be so registered give such Registry notice of this Debenture and procure that notice of these presents is duly noted in the Register to each such title in accordance with the terms of clause 24,
- 6 2 14 generally not to do anything to materially lessen the value of the Chargor's interest in the Charged Property

## **7 Representations and Warranties**

- 7 1 The Chargor represents and warrants to the Chargee that -
  - 7 1 1 it is the legal and beneficial owner of the Charged Property,
  - 7 1 2 the Charged Property is free from any Encumbrance other than the Encumbrances created by this Debenture [and the Existing Security],
  - 7 1 3 it has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Property or any interest in it,
  - 7 1 4 there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever, which materially adversely affect the Charged Property,
  - 7 1 5 there is no breach of any law or regulation which in the opinion of the Chargor materially adversely affects the Charged Property,
  - 7 1 6 no facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use,
  - 7 1 7 no Encumbrance expressed to be created under this Debenture is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Chargor or

otherwise

- 7.2 the representations and warranties contained in clause 7.1 shall be deemed to be made on each day during the period starting on the date of this Debenture and ending on the date on which all Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding

## **8 Debts**

- 8.1 The Chargor will not without the prior written consent of the Chargee deal with its Debts otherwise than by collecting them in the ordinary course of business and will not charge, factor, discount or assign any of its Debts in favour of any third party
- 8.2 Immediately following a request by the Chargee and at all times following such request the Chargor will pay the proceeds of payment or realisation of all the Chargor's Debts into the Proceeds Account, and pending that payment will hold all money so received upon trust for the Chargee. The Chargor will not, without the prior written consent of the Chargee, withdraw any monies standing to the credit of the Proceeds Account
- 8.3 If called upon to do so by the Chargee, the Chargor
- 8.3.1 will promptly give notice to the bank or financial institution with which the Proceeds Account has been opened/is held substantially in the form set out in Schedule 1 and use reasonable endeavours to ensure that the bank or financial institution acknowledges that notice, and
- 8.3.2 shall provide notice to the financial institution with which the Proceeds Account is held to confirm that the Chargee has withdrawn any consents provided to withdrawals of monies from the Proceeds Account or for any other purpose as requested by the Chargee
- 8.4 If called upon to do so by the Chargee, execute a legal assignment of the Debts to Chargee in such terms as the Chargee may require and give notice of that assignment to the Debtors from whom the Debts are due, owing or incurred

## **9 Equipment**

- 9.1 The Chargor shall
- 9.1.1 maintain the Equipment in good and serviceable condition (except for expected fair wear and tear), and
- 9.1.2 not to permit any Equipment to be
- 9.1.2.1 used or handled, other than by properly qualified and trained persons, or

9 1 2 2 to be overloaded or used for any purpose for which it is not designed or reasonably suitable

9 2 The Chargor shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Equipment and, on demand, produce evidence of payment to the Chargee

9 3 The Chargor shall

9 3 1 give Chargee such information concerning the location, condition, use and operation of Equipment as the Chargee may require, and

9 3 2 permit any persons designated by the Chargee to inspect and examine Equipment and the records relating to Equipment at all reasonable times

9 4 The Chargor shall

9 4 1 at its own expense, procure that the Equipment is covered and kept covered by insurance of a kind satisfactory to the Chargee with insurers approved by the Chargee (such approval not to be unreasonably withheld) for full comprehensive insurance cover, which shall include (but not be limited to) fire, theft and accident, for an amount which is not less than the aggregate cost of reinstating or replacing such Equipment,

9 4 2 if the Chargee so requires, procure that the interest of the Chargee is noted on all such insurance policies or, at the option of the Chargee, that such insurance policies are issued in the joint names of the Chargee and the Chargor, and

9 4 3 maintain insurance for third party liabilities in such amount, and on such terms, as is usual for users of equipment of the same type as the Equipment

9 5 The Chargor shall, if so requested by the Chargee, place and maintain on each item of Equipment, in a conspicuous place, a clearly legible identification plate containing the following wording

"NOTICE OF CHARGE

This [DESCRIPTION OF ITEM] and ancillary equipment is subject to a fixed charge dated [DATE] in favour of [Chargee]".

## 10 **Power to Remedy**

At reasonable times and upon reasonable notice or at any time in case of default by the Chargor in repairing or keeping in repair or insuring the Charged Property or any part thereof or in observing or performing any of the

covenants or stipulations affecting the same the Chargor will permit the Chargee or its agents and contractors to enter onto any of the Charged Property and to comply with or object to any notice served on the Chargor in respect of the Charged Property and to effect such repairs or insurance or generally do such things or pay all such costs charges and expenses that the Chargee may reasonably consider necessary or desirable to prevent or remedy any breach of covenant or stipulation or to comply with or object to any notice The Chargor will indemnify and keep the Chargee indemnified against all losses costs charges and expenses reasonably incurred in connection with the exercise of the powers contained in this clause 10

**11 When Security Becomes Enforceable**

11 1 The security constituted by this Debenture shall become immediately enforceable upon the occurrence of an Event of Default and the power of sale and other powers conferred on mortgagees by the Law of Property Act 1925 (as varied or amended by this Debenture), all the powers conferred on the holder of a qualifying floating charge (as defined in the Insolvency Act 1986) by the Insolvency Act 1986 and all or any of the rights and powers conferred by this Debenture shall be immediately exercisable without further notice to the Chargor at any time after the execution of this Debenture, but the Chargee shall not exercise such power of sale until the occurrence of an Event of Default

11 2 After the security constituted hereby has become enforceable the Chargee may in its absolute discretion enforce all or any part of such security in such manner as it sees fit

**12 Enforcement of Security**

12 1 For the purposes of all powers implied by statute the Secured Liabilities shall be deemed to have become due and payable on the date hereof and Section 103 of the Law of Property Act 1925 (restricting the power of sale) and Section 93 of the same act (restricting the right of consolidation) shall not apply to this security

12 2 The statutory powers of leasing conferred on the Chargee shall be extended so as to authorise the Chargee to lease, make agreements for leases, accept surrenders of leases and grant options as the Chargee shall think fit and without the need to comply with any of the provisions of Section 99 to 100 of the said act

**13 Event of Default**

13 1 This Debenture shall be enforceable if

13 1 1 any of the Secured Liabilities are not paid or discharged when the same ought to be paid or discharged by the Chargor (whether on demand, at scheduled maturity, or by acceleration or otherwise, as the case may be), or

13 1 2 the Chargor is in breach of any of its obligations under this Debenture or under any other agreement between the

Chargor and the Chargee and (if the Chargee considers, acting reasonably, that the breach is capable of remedy), such breach is not remedied within 14 days of the earlier of -

- 13 1 2 1 the Chargee notifying the Chargor of the breach, and
- 13 1 2 2 the Chargor becoming aware of the breach
- or
- 13 1 3 the Chargor
  - 13 1.3 1 becomes unable to pay its debts as they fall due (and/or the value of the Chargor's assets is less than the amount of its liabilities, taking into account the Chargor's contingent and prospective liabilities), or
  - 13 1 3 2 commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness, or
  - 13 1 3 3 makes a general assignment for the benefit of, or a composition with, its creditors, or
  - 13 1 3 4 [any of the Existing Security becomes enforceable, or]
- 13 1 4 the Chargor passes any resolution or takes any corporate action, or a petition is presented or proceedings are commenced, or any action is taken by any person for its winding-up, dissolution, administrative or re-organisation or for the appointment of a receiver, administrative receiver, administrator, trustee or similar officer of it or of any or all of its revenues or assets, or
- 13 1 5 a distress, execution, attachment or other legal process is levied, or enforced on or sued against all or any part of the assets of the Chargor and remains undischarged for fourteen days unless the Chargor has demonstrated to the Chargee's satisfaction (acting reasonably) that it is being contested in good faith and due diligence, or
- 13 1 6 any event occurs in relation to the Chargor that is analogous to those set out in clause 13 1 3, clause 13 1 4 or clause 13 1 5, or
- 13 1 7 any representation, warranty or statement made or deemed to be made by the Chargor under this Debenture is or proves to have been materially incorrect or misleading when made or deemed to be made

## 14 Receiver

- 14 1 At any time after the security constituted by this Debenture has become enforceable or if so requested by the Chargor Chargee may by instrument in writing appoint (and thereafter remove or substitute) any person or persons to be Receiver of the Charged Property or any part thereof and/or an administrator of the Chargor. If more than one person is appointed they may act and exercise all their powers together or separately. The appointment of a Receiver over part of the Charged Property shall not prevent the appointment being extended or another Receiver being appointed over any other part of the Charged Property.
- 14 2 Any Receiver shall be the agent of the Chargor which shall be solely responsible for his acts and defaults and liable on any contracts entered into or adopted by him and for the payment of his remuneration. The remuneration of any Receiver may be fixed by the Chargee but shall be payable by the Chargor alone and may be debited by the Chargee to any account of the Chargor but shall in any event form part of the Secured Liabilities.
- 14 3 Every Receiver appointed under this Debenture shall have and be entitled to exercise all of the powers set out below in addition to those conferred by the Law of Property Act 1925 (without the restrictions contained in s103 of that act) and Schedule I to the Insolvency Act 1986 on mortgagees in possession (but without liability of such) receivers administrative receivers and administrators appointed under those acts. In addition but without prejudice to the generality of the foregoing the Receiver shall have the power (in the name of the Chargor or otherwise and in such manner and on such terms and conditions as he shall think fit) to -
- 14 3 1 take possession of collect and get in all or any part of the property in respect of which he is appointed and for that purpose to take any proceedings,
  - 14 3 2 carry on or concur in carrying on the business of the Chargor and raise money from the Chargee or others on the security of any property charged by this Debenture,
  - 14 3 3 purchase or acquire any land and purchase acquire and grant any interest in or right over land,
  - 14 3 4 sell or concur in selling let or concur in letting and terminate or accept surrenders of leases or tenancies of any property charged by this Debenture and to carry any such transactions into effect,
  - 14 3 5 sell assign let or otherwise dispose of or concur in selling assigning letting or otherwise disposing of all or any of the

property in respect of which he is appointed,

- 14 3 6 make any arrangement or compromise between the Chargor and any other person which he may think expedient,
- 14 3 7 make and effect all repairs improvement and insurances,
- 14 3 8 purchase materials tools equipment goods or supplies,
- 14 3 9 call up any uncalled capital of the Chargor with all the powers conferred by the Articles of Association of the Chargor in relation to calls,
- 14 3 10 employ engage and appoint managers and other employees and professional advisors, and
- 14 3 11 do all such other acts and things as may be considered to be incidental or conducive to any other matters or powers aforesaid or to the realisation of the security constituted by this Debenture for which he lawfully may or can do

- 14 4 All or any of the powers conferred on a Receiver by this clause 14 may be exercised by the Chargee without first appointing a Receiver or notwithstanding any such appointment

## 15 Application of Proceeds

- 15 1 All monies received by the Chargee or by any Receiver appointed by it pursuant to this Debenture and/or under the powers hereby conferred shall, subject to any prior claims, be applied for the following purposes and unless otherwise determined by the Chargee or such receiver in the following order of priority (but without prejudice to the right of the Chargee to recover any shortfall from the Chargor) -

- 15 1 1 in satisfaction of or provision for all monies raised or borrowed and all costs charges expenses and liabilities paid or incurred by the Receiver or Chargee,
- 15 1 2 the remuneration of the Receiver,
- 15 1 3 in or towards payment of the Secured Liabilities on a pari passu basis or such part of them as is then due and payable (on the same basis), and
- 15 1 4 the claims of those entitled to any surplus

Provided that the Receiver may retain any money in his hands for so long as he thinks fit, and the Chargee may, without prejudice to any other rights the Chargee may have at any time and from time to time, place and keep for such time as the Chargee think prudent any money received, recovered or realised under or by virtue of this Debenture to or at a separate suspense account to the credit either of the Chargor or of the Chargee as the Chargee may think fit without any immediate

obligation on the part of the Chargee to apply such money or any part of such money in or towards the payment or discharge of the Secured Liabilities

**16     Protection of Third Parties**

16 1     No purchaser mortgagee or other person or company dealing with the Chargee or the Receiver or his agents shall be concerned to enquire whether any power has arisen become exercisable or is being validly exercised

16 2     The receipt of the Chargee or the Receiver shall be an absolute discharge and the payer shall not be obliged to see to the application of monies paid to them

**17     Protection of Chargee and Receiver**

17 1     Neither the Chargee (in its position as mortgagor and Chargee) nor the Receiver shall be liable to the Chargor in respect of any loss or damage arising out of the exercise or the attempted purported or failure to exercise any of their respective powers

17 2     Entry into possession of any of the Charged Property shall not render the Chargee or the Receiver liable to account as mortgagee in possession or be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable nor shall it prevent Chargee at any time going out of such possession

17 3     The Chargor further covenants with the Chargee (even if no Event of Default shall have occurred) that it shall upon demand execute at the Chargor's own cost any document or do any act or thing which may -

17 3 1     perfect or improve any Security Interest intended to be created by this Debenture (including a legal mortgage over property acquired after the date of this deed), or

17 3 2     facilitate the exercise of any of the powers of the Chargee or the Receiver

**18     Expenses**

The Chargor further covenants with the Chargee to -

18 1     reimburse or pay and indemnify the Chargee and the Receiver against all costs charges expenses payments losses and liabilities incurred by the Chargee or the Receiver in connection with the exercise or purported exercise of any of their powers under or the enforcement or preservation of this Debenture or because of any breach of the Chargor of any of its obligations to the Chargee

18 2     pay all value added or similar tax payable on all monies payable under this Debenture, and

18 3     pay interest at a rate equal to the Default Rate (as that rate fluctuates)



as well after as before judgement from the date of the costs, charges, expenses or payments referred at clause 16.1 being incurred or becoming payable until the date the same are unconditionally and irrevocably paid and discharged in full provided that where such Default Rate cannot be determined by reference to the Loan Agreement, the Default Rate shall be 3% above the base rate of Barclays Bank Plc. All such costs charges expenses and payments shall be paid on the basis of a full indemnity.

**19     Assignment and Transfer**

- 19.1     the Chargee may at any time, without the consent of the Chargor, assign or transfer the whole or any part of the Chargee's rights under this Debenture to any person
- 19.2     The Chargor may not assign any of its rights or transfer any of its obligations under this Debenture or enter into any transaction, which would result in any of these rights or obligations passing to another person

**20     Further Provisions**

**20.1     Discharge Conditional**

Any release, discharge or settlement between the Chargor and Chargee shall be deemed conditional upon no payment or security received by the Chargee in respect of the Secured Liabilities being avoided or reduced or ordered to be refunded pursuant to any provision of any enactment relating to insolvency, bankruptcy, winding up, administration or receivership and, notwithstanding any such release, discharge or settlement

20.1.1     the Chargee or its nominee shall be at liberty to retain this Debenture and the security created by or pursuant to this Debenture, including all certificates and documents relating to the whole or any part of the Charged Property, for such period as the Chargee shall deem necessary to provide the Chargee with security against and any such avoidance or reduction or order for refund, and

20.1.2     the Chargee shall be entitled to recover the value or amount of such security or payment from the Chargor subsequently as if such settlement, discharge or release had not occurred and the Chargor agrees with the Chargee accordingly and charges the Charged Property and the proceeds of any sale of it with any liability under this paragraph

**20.2     Rights Cumulative**

The rights and powers of the Chargee conferred by this Debenture are cumulative, may be exercised as often as the Chargee considers

appropriate, and are in addition to its rights and powers under the general law

**20 3 Waivers**

Any waiver or variation of any right by the Chargee (whether arising under this Debenture or under the general law) is only effective if it is in writing and signed by the Chargee and applies only in the circumstances for which it was given and shall not prevent the Chargee from subsequently relying on the relevant provision

**20 4 Further Exercise of Rights**

No act or course of conduct or negotiation by or on behalf of the Chargee shall in any way preclude the Chargee from exercising any right or power under this Debenture or constitute a suspension or variation of any such right or power

**20 5 Delay**

No delay or failure to exercise any right or power under this Debenture shall operate as a waiver

**20 6 Single or Partial Exercise**

No single or partial exercise of any right under this Debenture shall prevent any other or further exercise of that or any such right

**20 7 Counterparts**

This Debenture may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document

**20 8 Third Party Rights**

A third party (being any person other than the Chargor, the Debtor and Chargee and its permitted successors and assigns) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Debenture and no consent of any third party is required for any amendment, variation or termination of this Debenture

**21 Power of Attorney**

21 1 The Chargor hereby by way of security and in order more fully to secure the performance of its obligations irrevocably appoints the Chargee and Receiver and each of them jointly and also severally to be its attorney (with full power of substitution) on behalf of the Chargor and in its name or otherwise to execute any document or do any act or thing which the Chargee or the Receiver may in their absolute discretion consider appropriate in the exercise of any of their powers

or which the Chargor is obliged to the Chargee to execute or do whether under this Debenture or otherwise

- 21 2 The Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney as is mentioned in clause 21 1 shall do or purport to do in the exercise or purported exercise of all or any of the powers authorised and discretions referred to in such clause

**22 Other Security etc**

- 22 1 The charges in this Debenture are in addition to any other Security Interest which the Chargee may have in respect of the Secured Liabilities. Such charges and other Security Interest can be enforced in whatever order the Chargee decides
- 22 2 If there are any Security Interests (other than the Existing Security) higher in priority to the charge in this Debenture and any powers and remedies conferred to them are being exercised or enforced against the Charged Property, the Chargee or any Receiver may redeem or take a transfer of such prior Security Interest, may settle and pass the accounts to the prior Chargees which shall be inclusive and binding on the Chargor and all monies paid or costs incurred in such redemption or transfer shall be paid to the Chargee on demand and until payment added to the Secured Liabilities

**23 Notices**

- 23 1 Any notice or other communication given under this Debenture shall be in writing and shall be served by delivering it personally or by sending it by pre-paid first-class post to the address of the relevant party as set out on page 1 above or such other address or fax number as may be notified in writing from time to time by the relevant party to the other party
- 23 2 Receipt of any notice, given under clause 23 1 above, shall be deemed to be
- 23 2 1 if delivered personally, at the time of delivery, or
- 23 2 2 in the case of pre-paid first-class letter, 48 hours from the date of posting,
- but if deemed receipt occurs
- 23 2 2 1 before 9 00 am on a Business Day, the notice shall be deemed to have been received at 9 00 am on that day, or
- 23 2 2 2 after 5 00 pm on a Business Day or on a day that is not a Business Day, the notice shall be deemed to have been received at 9 00 am on the next Business Day

23 3 In proving service of a notice, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party as set out on page 1 above (or as otherwise notified by that party under clause 23 1 above) and delivered either

23 3 1 to that address, or

23 3 2 into the custody of the postal authorities as a pre-paid first-class letter

24 **Land Registry**

24 1 In respect of the property the title to which is registered at the Land Registry and in respect of any other registered titles against which this Debenture may be noted the Chargor hereby applies to the Chief Land Registrar for a restriction in following terms to be entered on the Register of Title relating thereto

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [Chargee] referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its secretary or conveyancer "

25 **Governing Law**

25 1 This Debenture, any non-contractual obligations arising out of or in connection with it and any dispute arising out of or in connection with it or its subject matter shall be governed by and construed according to the law of England

25 2 The parties to this Debenture irrevocably agree that, subject as provided below, the courts of England shall have exclusive jurisdiction over any claim or matter arising out of or in connection with this debenture. Nothing in this clause shall limit the right of the Chargee to take proceedings against the 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

26 **Severability**

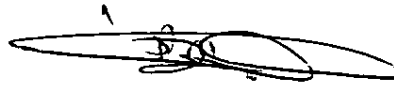
26 1 If a provision of this Debenture is or becomes illegal invalid or unenforceable in any jurisdiction that shall not effect -

26 1 1 the validity or enforceability in that jurisdiction or any other provision in this Debenture, and

26 1 2 the validity or enforceability in other jurisdiction of that or any other provision of this Debenture

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

Executed and Delivered as a Deed )  
by THE FRIARY ELECTRICAL )  
COMPANY LIMITED )  
acting by a director )



Director

In the presence of

Witness Hoi Cheng Lee

Witness signature



Witness address

109 Stanley Road  
Harrow  
Middlesex HA2 8AT

Witness occupation

Bookkeeper

Executed and Delivered as a Deed )  
by ANDREW SIMON KIRSHEN )




Andrew Simon Kirshen

In the presence of

Witness MICHELLE DEBORAH COX

Witness signature



Witness address

14 WOODSTOCK GARDENS  
LAINDON WEST  
ESSEX SS15 6LQ

Witness occupation

ACCOUNTANT

**Schedule 1**

To [ ]  
("the Bank")

Dear Sirs,

**Notice of Charge over Account**

We hereby give you notice that any amount standing to the credit of the following account maintained with you

Account Number [ 40608882 ]

Sort Code [ 20-90-69 ]

("the Account") was charged by way of first fixed charge in favour of Andrew Simon Kirshen ("Chargee") pursuant to the terms of a debenture entered into by The Friary Electrical Company Limited ("the Chargor") in favour of the Chargee dated ("the Debenture")

Pursuant to the terms of the Debenture the Chargor is not permitted to make withdrawals of monies from the Account without the prior written consent of Chargee. Chargee hereby provides its consent to the fact that

- (a) the Bank may continue to collect instruments/credits payable to or endorsed in favour of the Chargor to its account with the Bank and
- (b) that the Bank may permit the Chargor to draw against its existing credit balance and the proceeds of instruments/credits collected from time to time to its account with the Bank

Chargee may withdraw this consent at any time and agrees to notify the Bank if such consent is withdrawn

These instructions in this letter may not be revoked or amended without the prior consent of Chargee

Please acknowledge by signing and returning one copy of this notice

Yours faithfully



for and on behalf of The Friary Electrical Company Limited