



**Registration of a Charge**

Company Name: **DIRECT PACKAGING (U.K.) LTD.**

Company Number: **03480709**



Received for filing in Electronic Format on the: **20/11/2023**

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**Details of Charge**

Date of creation: **15/11/2023**

Charge code: **0348 0709 0005**

Persons entitled: **TIER ONE CAPITAL FM LIMITED (AS SECURITY TRUSTEE)**

Brief description: **BY WAY OF FIRST CHARGE THE PROPERTY KNOWN AS LAND AND BUILDINGS AT MORTON PARK WAY, DARLINGTON, DL1 4XZ AS MORE PARTICULARLY DESCRIBED IN AN UNDERLEASE DATED 31 MAY 2023 AND ALL PROPERTIES (WHETHER REGISTERED OR UNREGISTERED) AT THE DATE OF THIS DEBENTURE OR THEREAFTER OWNED BY THE CHARGOR OR IN WHICH THE CHARGOR HOLDS ANY INTEREST. FOR FURTHER DETAILS OF PROPERTY CHARGED PLEASE SEE THE DEED. BY WAY OF FIRST FIXED CHARGE, THE CHARGOR'S PRESENT AND FUTURE PATENTS, TRADEMARKS, SERVICE MARKS, TRADE NAMES, DESIGNS, COPYRIGHTS, INVENTIONS, TOPOGRAPHICAL OR SIMILAR RIGHTS, CONFIDENTIAL INFORMATION AND KNOW-HOW AND ANY INTEREST IN ANY OF THESE RIGHTS, WHETHER OR NOT REGISTERED**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

**Authentication of Form**

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

## **Authentication of Instrument**

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED  
AS PART OF THIS APPLICATION FOR REGISTRATION IS A  
CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PAUL CRAWLEY**



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

Company number: 3480709

Charge code: 0348 0709 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th November 2023 and created by DIRECT PACKAGING (U.K.) LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th November 2023 .

Given at Companies House, Cardiff on 20th November 2023

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



**Companies House**



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

Dated 15 November 2023

**Direct Packaging (U.K.) Ltd**  
**and**  
**Tier One Capital FM Limited as Security Trustee**

**Debenture**



**TIER ONE CAPITAL**

Eagle House  
Asama Court  
Newcastle Upon Tyne  
NE4 7YD

## **Contents**

<b>Clause</b>	<b>Page</b>
1. Definitions and Interpretation	1
2. Covenant to Pay	8
3. Grant of Security	8
4. Liability of Chargor	10
5. Representations and Warranties	11
6. Covenants	11
7. Powers of the Security Trustee	11
8. Enforcement	11
9. Undertakings	12
10. Costs and Indemnity	12
11. Release	13
12. Assignment and Transfer	13
13. Power of Attorney	14
14. Further Provisions	14
15. Notices	17
16. Security Trustee	17
17. Governing Law and Jurisdiction	18
Schedule 1 Property	19
Schedule 2 Representations and Warranties	20
Schedule 3 Covenants	21
Schedule 4 Powers of Security Trustee	25
Schedule 5 Enforcement	27
Schedule 6 Further Powers of Receiver	31

Dated

15 November

2023

**Parties**

- (1) **Direct Packaging (U.K.) Ltd** incorporated and registered in England and Wales with company number 03480709 whose registered office is at Unit 28, North East Wholesale Fruit Marke, Gateshead, Tyne & Wear, NE11 0QY (**Chargor**); and
- (2) **Tier One Capital FM Limited** incorporated and registered in England and Wales with company number 14570410 whose registered office is at Eagle House, Asama Court, Newcastle upon Tyne, England, NE4 7YD acting as security trustee for and on behalf of the Finance Parties (as defined below) from time to time (**Security Trustee**).

**Background**

- (A) The Lenders have agreed to provide the Borrower with a loan facility on a secured basis.
- (B) The Chargor has agreed to enter into this debenture for the purpose of granting security to the Security Trustee acting as security trustee for and on behalf of the Finance Parties for the loan facility made available under the Facility Agreement.

**It is agreed**

**1. Definitions and Interpretation**

**1.1 Definitions**

The following definitions in this clause apply in this debenture:

**Administrator** an administrator appointed to manage the affairs, business and property of the Chargor pursuant to paragraph 15 of Schedule 5;

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

**Borrower** Investment Properties & Lettings Limited incorporated and registered in England and Wales with company number 07171251 whose registered office is at Unit 28 North East Fruit & Vegetable Market, Team Valley

	Trading Estate, Gateshead, England, NE11 0QY;
<b>Business Day</b>	a day other than a Saturday or Sunday or a bank holiday in London;
<b>Charged Property</b>	all the assets, property and undertaking for the time being subject to the Security Interests created by this debenture (and references to the Charged Property include references to any part of it);
<b>Costs</b>	all costs, charges, expenses and liabilities of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax charged on Costs;
<b>Counterparty</b>	means any counterparty to any of the Development Documents;
<b>Development</b>	has the meaning given to it in the Facility Agreement;
<b>Development Documents</b>	has the meaning given to it in the Facility Agreement;
<b>Environment</b>	the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media;
<b>Environmental Law</b>	all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment;
<b>Equipment</b>	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 the Chargor, including any part of it and all spare parts, replacements, modifications and additions;
<b>Event of Default</b>	has the meaning given to that expression in the Facility Agreement;
<b>Facility Agent</b>	has the meaning given to that expression in the Facility Agreement;
<b>Facility Agreement</b>	the facility agreement made between the Lenders, the Security Trustee, the Facility Agent, the Borrower and the Chargor on the date of this debenture, as the same may be amended, restated, supplemented, varied or replaced from time to time;
<b>Finance Document</b>	has the meaning given to that expression in the Facility Agreement;
<b>Finance Parties</b>	the Facility Agent, the Security Trustee or a Lender;
<b>Financial Collateral</b>	shall have the meaning given to that expression in the Financial Collateral Regulations;
<b>Financial Collateral Regulations</b>	the Financial Collateral Arrangements (No. 2) Regulations 2003 ( <i>SI 2003/3226</i> );
<b>Insurance Policy</b>	each contract or policy of insurance effected or maintained by the Chargor from time to time in respect of the Development and/or the Property;
<b>Intellectual Property</b>	the Chargor's present and future patents, trademarks, service marks, trade names, designs, copyrights, inventions, topographical, or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration, all fees, royalties and other rights derived from, or incidental to these rights;



**Investments**

all present and future certificated stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Chargor, including any:

- (a) dividend, interest or other distribution paid or payable in relation to any of the Investments; and
- (b) right, money, shares or property accruing, offered or issued at any time in relation to any of the Investments by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise;

**Lenders**

has the meaning given to it in the Facility Agreement;

**Properties**

all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Chargor or in which the Chargor holds an interest (including (but not limited to) the properties which are briefly described in Schedule 1 (if any)) and **Property** means any of them;

**Receiver**

a receiver and/or manager of any or all of the Charged Property appointed under paragraph 6 of Schedule 5;

**Secured Liabilities**

all present and future monies, obligations and liabilities from time to time due or owing by the Borrower and/or the Chargor to the Finance Parties, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, (including, without limitation, those arising under clause 14.3 and/or under or in connection with the

	Finance Documents) together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities and any costs and expenses;
<b>Security Financial Collateral Arrangement</b>	shall have the meaning given to that expression in the Financial Collateral Regulations;
<b>Security Interest</b>	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; and
<b>Security Period</b>	the period starting on the date of this debenture and ending on the date on which the Security Trustee is 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.

## 1.2 Interpretation

Unless the context otherwise requires, in this debenture:

- 1.2.1 clause, Schedule and paragraph headings shall not affect the interpretation of this debenture;
- 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 debenture shall be binding on, and enure to the benefit

of, the parties to this debenture and their respective personal representatives, successors, permitted assigns and permitted transferees;

- 1.2.6 any reference to any statute or statutory provision includes a reference to any subordinate legislation made under that statute or statutory provision, to any modification, re-enactment or extension of that statute or statutory provision and to any former statute or statutory provision which it consolidated or re-enacted before the date of this debenture;
- 1.2.7 a reference to **writing** or **written** includes fax but not email;
- 1.2.8 an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.9 a reference to **this debenture** (or any provision of it) or any other agreement or document referred to in this debenture is a reference to this debenture, that provision or such other agreement or document as amended, varied or supplemented (in each case, other than in breach of the provisions of this debenture) from time to time;
- 1.2.10 unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this debenture and a reference to a paragraph is to a paragraph of the relevant Schedule;
- 1.2.11 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;
- 1.2.12 a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly);
- 1.2.13 a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.14 a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- 1.2.15 a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been waived in writing or remedied to the satisfaction of the Facility Agent;

1.2.16 a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and

1.2.17 a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

### **1.3 Clawback**

If the Security Trustee 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.

### **1.4 Nature of security over real property**

A reference in this debenture to a charge or mortgage of any freehold, leasehold or commonhold property includes:

1.4.1 all buildings and fixtures (including trade and tenant's fixtures) which are at any time situated on that property;

1.4.2 the proceeds of sale of any part of that property; and

1.4.3 the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any monies paid or payable in respect of those covenants.

### **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 Facility Agreement and of any side letters (if any) between any parties in relation to the Facility Agreement are incorporated in this debenture.

### **1.6 Insolvency Act 1986**

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (as inserted by section 248 of, and Schedule 16 to, the Enterprise Act 2002) applies to the floating charge created by this debenture.

### **1.7 This debenture is a Finance Document.**

## **2. Covenant to Pay**

The Chargor shall pay and discharge the Secured Liabilities when the same become due for payment.

## **3. Grant of Security**

3.1 As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee:

3.1.1 charges to the Security Trustee, by way of first legal mortgage, all the Properties listed in Schedule 1 (if any);

3.1.2 charges to the Security Trustee, by way of first fixed charge:

3.1.2.1 all Properties acquired by the Chargor in the future;

3.1.2.2 all present and future interests of the Chargor not effectively mortgaged or charged under the preceding provisions of this clause 3 in or over freehold or leasehold property;

3.1.2.3 all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties;

3.1.2.4 all Development Documents to which it is a party;

3.1.2.5 any Development Documents entered into by the Chargor in the future;

3.1.2.6 all licences, consents and authorisations, statutory or otherwise held or required in connection with the Chargor's business or the use of any Charged Property and all rights in connection with them;

3.1.2.7 all present and future goodwill and uncalled capital for the time being of the Chargor;

3.1.2.8 all Intellectual Property;

3.1.2.9 all Book Debts;

3.1.2.10 all Investments;

3.1.2.11 all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy, all monies from time to time standing to the credit of the Chargor's accounts with any bank, financial institution or other person; and

3.1.2.12 all Equipment; and

3.1.3 charges to the Security Trustee, by way of first floating charge, all the undertaking, property, assets and rights of the Chargor at any time not effectively mortgaged, charged or assigned pursuant to clause 3.1.1 and clause 3.1.2.

### **3.2 Assignment**

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

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

3.2.2 the benefit of each Development Document and the benefit of any guarantee or security for the performance of a Development Document,

provided that nothing in this clause 3.2 shall constitute the Security Trustee as mortgagee in possession.

### **3.3 Automatic conversion of floating charge**

The floating charge created by clause 3.1.3 shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if:

3.3.1 the Chargor:

3.3.1.1 creates, or attempts to create, over all or any part of the Charged Property a Security Interest without the prior written consent of the Security Trustee or any trust in favour of another person; or

3.3.1.2 disposes or attempts to dispose of all or any part of the Charged Property (other than property subject only to the floating charge while it remains uncrystallised which property may be disposed of in the ordinary course of business) without the prior written consent of the Security Trustee; or

3.3.2 a receiver is appointed over all or any of the Charged Property that is subject to the floating charge; or

3.3.3 any person levies or attempts to levy any distress, attachment, execution or other process against all or any part of the Charged Property; or

3.3.4 the Security Trustee receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Borrower or the Chargor.

### **3.4 Conversion of floating charge by notice**

The Security Trustee may in its sole discretion at any time after the occurrence of an Event of Default (but not in respect of any Event of Default that is no longer continuing due to having been remedied to the satisfaction of the Security Trustee as evidenced in writing), by written notice to the Chargor, convert the floating charge created under this debenture into a fixed charge as regards any part of the Charged Property specified by the Security Trustee in that notice.

### **3.5 Assets acquired after any floating charge crystallisation**

Any asset acquired by the Chargor after any crystallisation of the floating charge created under this debenture which but for such crystallisation would be subject to a floating charge under this debenture shall (unless the Security Trustee confirms in writing to the contrary) be charged to the Security Trustee by way of first fixed charge.

### **3.6 Part A1 moratorium**

3.6.1 Subject to clause 3.6.2 below, the floating charge created by clause 3.1.3 may not be converted into a fixed charge solely by reason of obtaining a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986.

3.6.2 Clause 3.6.1 above does not apply to any floating charge referred to in section A52(4) of Part A1 of the Insolvency Act 1986.

## **4. Liability of Chargor**

### **4.1 Liability not discharged**

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

4.1.1 any security, guarantee, indemnity, remedy or other right held by or available to the Security Trustee being or becoming wholly or partially illegal, void or unenforceable on any ground; or

4.1.2 the Security Trustee renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from any other person; or

4.1.3 any other act or omission which but for this provision might have discharged or otherwise prejudiced or affected the liability of the Borrower or the Chargor.

**4.2 Immediate recourse**

The Chargor waives any right it may have of requiring the Security Trustee to enforce any security or other right or claim any payment from or otherwise proceed against any other person before enforcing this debenture against the Chargor.

**5. Representations and Warranties**

The Chargor represents and warrants to the Security Trustee in the terms set out in Schedule 2. The representations and warranties set out in Schedule 2 are made by the Chargor on the date of this debenture and shall be deemed to be made by the Chargor on each day of the Security Period with reference to the facts and circumstances then existing.

**6. Covenants**

The Chargor covenants with the Security Trustee during the continuance of the security constituted by this debenture in the terms set out in Schedule 3.

**7. Powers of the Security Trustee**

The Security Trustee shall have the powers set out in Schedule 4.

**8. Enforcement**

**8.1 Enforcement events**

The security constituted by this debenture shall be immediately enforceable in any of the circumstances set out in paragraph 1 of Schedule 5. The parties to this debenture agree that the provisions of Schedule 5 shall apply to this debenture and shall be binding between them.

**8.2 Receiver's powers**

A Receiver shall have, in addition to the powers conferred on receivers by statute, the further powers set out in Schedule 6.

**8.3 Right of appropriation**

To the extent that the Charged Property constitutes Financial Collateral and this debenture and the obligations of the Chargor hereunder constitute a Security Financial Collateral Arrangement, the Security Trustee shall have the right, at any time after the security constituted by this debenture has become enforceable, to appropriate all or any of that Charged Property in or towards the payment and/or discharge of the Secured Liabilities in



such order as the Security Trustee in its absolute discretion may from time to time determine. The value of any Charged Property appropriated in accordance with this clause shall be the price of that Charged Property at the time the right of appropriation is exercised as determined by independent valuation. The Chargor agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

## **9. Undertakings**

The undertakings in this clause 9 shall remain in force from the date of this debenture for so long as any amount is outstanding under the Finance Documents.

9.1 The Chargor shall serve a notice of assignment or charge (as applicable) pursuant to this debenture, and the Security Interests purported to be created hereunder, in a form acceptable to the Security Trustee:

9.1.1 in respect of clause 3.1.2.4, within 5 Business Days of the date of this debenture on each Counterparty to such Development Document; and

9.1.2 in respect of clause 3.1.2.5, within 5 Business Days of entry into the relevant Development Document on each Counterparty to such Development Document; and

9.1.3 in respect of clause 3.1.2.11, within 5 Business Days of the date of this debenture on the provider of such Insurance Policy.

9.2 The Chargor shall use reasonable endeavours to ensure that each such party on whom notice is served under clause 9.1 acknowledges that notice in a form acceptable to the Security Trustee

9.3 The Chargor shall deliver to the Security Trustee a first legal charge in agreed form over any Property acquired by the Chargor in the future, in a form and substance satisfactory to the Security Trustee, together with payment of all reasonable and proper fees and charges payable for the registration of such legal charge, together with payment of all reasonably and properly incurred fees and charges payable, including but not limited to Land Registry fees.

## **10. Costs and Indemnity**

### **10.1 Costs**

The Chargor shall pay to or reimburse the Security Trustee and any Receiver on demand, on a full indemnity basis all Costs:

10.1.1 subject to clauses 10.1.2 and 10.1.3, reasonably and properly incurred by the Security Trustee and/or any Receiver in relation to this debenture or the Charged Property; or

10.1.2 incurred by the Security Trustee and/or any Receiver in protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Security Trustee's or the Receiver's rights under this debenture; or

10.1.3 incurred by the Security Trustee and/or any Receiver in suing for, or recovering, any of the Secured Liabilities,

(including, without limitation, the Costs of any proceedings in relation to this debenture or the Secured Liabilities) together with, in the case of clause 10.1.2 and clause 10.1.3, interest on the amount due at the default rate of interest specified in the Facility Agreement.

## **10.2 Indemnity**

The Security Trustee and any Receiver and their respective employees and agents shall be indemnified on a full indemnity basis in respect of all actions, liabilities and Costs incurred or suffered in or as a result of:

10.2.1 the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this debenture; or

10.2.2 any matter or thing done or omitted to be done in relation to the Charged Property under those powers; or

10.2.3 any default or delay by the Chargor in performing any of its obligations under this debenture.

## **11. Release**

Subject to clause 14.3, upon the expiry of the Security Period (but not otherwise) the Security Trustee shall, at the request and cost of the Chargor, take whatever action is necessary to:

11.1 release and discharge in full the Charged Property from the security constituted by this debenture; and

11.2 reassign the Charged Property to the Chargor.

## **12. Assignment and Transfer**

### **12.1 Assignment by Security Trustee**

The Security Trustee may at any time, without the consent of the Chargor, assign or transfer the whole or any part of the Security Trustee's rights and/or obligations under this debenture to any person.

**12.2 Assignment by Chargor**

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 those rights or obligations passing to another person.

**13. Power of Attorney**

**13.1 Appointment of attorneys**

By way of security, the Chargor irrevocably appoints the Security Trustee and every Receiver separately to be the attorney of the Chargor and, in its name, on its behalf and as its act and deed, to execute, deliver and perfect all deeds, instruments and any other documents and do any acts and things that:

13.1.1 the Chargor is required to execute and do under this debenture; and/or

13.1.2 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this debenture or by law on the Security Trustee or any Receiver.

**13.2 Ratification of acts of attorneys**

The Chargor ratifies and confirms, and agrees to ratify and confirm, anything which any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 13.1.

**14. Further Provisions**

**14.1 Independent security**

This debenture shall be in addition to and independent of every other security or guarantee which the Security Trustee may at any time hold for any of the Secured Liabilities and no prior security held by the Security Trustee over the whole or any part of the Charged Property shall merge in the security created by this debenture.

**14.2 Continuing security**

This debenture shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or other matter

or thing whatsoever, unless and until the Security Trustee discharges this debenture in writing.

**14.3 Discharge conditional**

Any release, discharge or settlement between the Borrower and/or the Chargor and the Security Trustee shall be deemed conditional upon no payment or security received by the Security Trustee in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise and, notwithstanding any such release, discharge or settlement:

14.3.1 the Security Trustee or its nominee shall (subject to there being a reasonable prospect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any such law) 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 Security Trustee shall deem necessary to provide the Security Trustee with security against any such avoidance, reduction or order for refund; and

14.3.2 the Security Trustee shall be entitled to recover the value or amount of such security or payment from the Borrower and/or the Chargor subsequently as if such release, discharge or settlement had not occurred.

**14.4 Certificates**

A certificate or determination by the Security Trustee as to any amount for the time being due to it from the Chargor shall (in the absence of any manifest error) be conclusive evidence of the amount due.

**14.5 Rights cumulative**

The rights and powers of the Security Trustee conferred by this debenture are cumulative, may be exercised as often as the Security Trustee considers appropriate, and are in addition to its rights and powers under the general law.

**14.6 Waivers**

Any waiver or variation of any right by the Security Trustee (whether arising under this debenture or under the general law) shall only be effective if it is in writing and signed by the

Security Trustee and applies only in the circumstances for which it was given and shall not prevent the Security Trustee from subsequently relying on the relevant provision.

**14.7 Further exercise of rights**

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

**14.8 Delay**

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

**14.9 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 other such right.

**14.10 Consolidation**

The restriction on the right of consolidation contained in section 93 of the Law of Property Act 1925 shall not apply to this debenture.

**14.11 Partial invalidity**

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this debenture under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.

**14.12 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.

**14.13 Third party rights**

A third party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this debenture.

**14.14 Perpetuity period**

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

**15. Notices**

**15.1 Service**

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 and for the attention of the relevant party as set out in this debenture or such other address as may be notified in writing from time to time by the relevant party to the other party.

**15.2 Receipt**

Receipt of any notice, given under clause 15.1 above, shall be deemed to be:

15.2.1 if delivered personally, at the time of delivery; or

15.2.2 in the case of pre-paid first-class letter, 48 hours from the date of posting.

**15.3 Proof of service**

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 in the parties clause in this debenture (or as otherwise notified by that party under clause 15.1 above) and delivered either:

15.3.1 to that address, or

15.3.2 into the custody of the postal authorities as a pre-paid recorded delivery first-class letter.

**15.4 E-mail and fax invalid**

Notice given under this debenture shall not be validly served if sent by fax or email.

**16. Security Trustee**

**16.1** The Security Trustee holds all obligations and liabilities of the Borrower and the Chargor and all the Security Trustee's rights under this debenture as agent on behalf of the Finance Parties pursuant to the terms agreed between the Security Trustee and the Finance Parties within the Facility Agreement.

**16.2** The security created by this debenture is created with the benefit of and subject to the provisions of the Facility Agreement, the provisions of which the Chargor hereby

acknowledges, including the Security Trustee's right to use monies received by it in respect of the Secured Liabilities to reduce the Secured Liabilities in accordance with the terms of the Facility Agreement.

**17. Governing Law and Jurisdiction**

**17.1 Governing law**

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

**17.2 Jurisdiction**

The parties to this debenture irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this debenture or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Security Trustee 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.

**17.3 Other service**

The Chargor irrevocably consents to any process in any proceedings being served on it in accordance with the provisions of this debenture relating to service of notices. Nothing contained in this debenture shall affect the right to serve process in any other manner permitted by law.

**Executed** in the manner set out below on the date hereof.

**Schedule 1**

**Property**

**Part 1**

**Registered property**

**Part 2**

**Unregistered property**

1. The property known as Land and buildings at Morton Park Way, Darlington, DL1 4XZ as more particularly described in an underlease dated 31 May 2023 made between the Borrower and the Chargor.
2. The property known as Units 16 Front and 16 Rear North East Fruit and Vegetable Market, Gateshead, NE11 0QY as more particularly described in a lease dated 1 April 2021 made between (1) Pearl Mint Estates Ltd (2) the Chargor and (3) Anthony James Macari.



## **Schedule 2**

### **Representations and Warranties**

#### **1. Ownership of Charged Property**

The Chargor is the legal and beneficial owner of the Charged Property free from any Security Interest other than the Security Interests created by this debenture.

#### **2. Adverse Claims**

The Chargor has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Property or any interest in it.

#### **3. Adverse Covenants**

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever, which materially adversely affect the Charged Property.

#### **4. No Breach of Laws**

There is no breach of any law or regulation, which materially adversely affects the Charged Property.

#### **5. No Interference in Enjoyment**

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.

#### **6. No Overriding Interests**

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

#### **7. Avoidance of Security**

No Security Interest expressed to be created by this debenture is liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise.

#### **8. Environmental Compliance**

The Chargor has not breached any applicable Environmental Law in respect of the Charged Property.

### **Schedule 3**

#### **Covenants**

##### **1. Negative Pledge and Disposal Restrictions**

##### **1.1 The Chargor shall not at any time, except with the prior written consent of the Security Trustee:**

1.1.1 create, purport to create or permit to subsist any Security Interest on, or in relation to, any Charged Property other than any Security Interests created by this debenture or otherwise in favour of the Security Trustee; or

1.1.2 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 Charged Property, except for the disposal in the ordinary course of business of any of the Charged Property subject to the floating charge created under this debenture; or

1.1.3 create or grant (or purport to create or grant) any interest in any Charged Property in favour of a third party.

##### **2. Trading and preservation of Charged Property**

##### **2.1 The Chargor shall:**

2.1.1 carry on its trade and business in accordance with the standards of good management from time to time current in such trade or business on those parts (if any) of the Properties as are, or may be, used for the purposes of trade or business; and

2.1.2 not do, or permit to be done, any act or thing, which will or might depreciate, jeopardise or otherwise prejudice the security held by the Security Trustee or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this debenture.

##### **3. Statutory Compliance**

##### **3.1 The Chargor shall comply with all statutes, byelaws and regulations relating to its trade or business and the whole or any part of the Charged Property.**

##### **4. Provision of Information**

##### **4.1 The Chargor shall:**

- 4.1.1 promptly on request by the Security Trustee provide to the Security Trustee whatever information, documents or papers relating to the Charged Property as the Security Trustee may from time to time reasonably request; and
- 4.1.2 promptly inform the Security Trustee of any acquisition by the Chargor of, or contract made by the Chargor to acquire, any freehold, leasehold or other interest in Property.

**5. Insurance**

**5.1 The Chargor shall:**

- 5.1.1 insure and keep insured all of its undertaking and assets with reputable and responsible insurers previously approved by the Security Trustee in such manner and to such extent as is reasonable and customary for an enterprise engaged in the same or similar business and in the same or similar localities against such risks and contingencies as the Security Trustee shall from time to time reasonably request;
- 5.1.2 procure that from the date of this debenture the Security Trustee is co-insured, on all its policies of insurance in such manner as the Security Trustee may in its absolute discretion require (save in respect of any third party liability insurance or public liability insurance); and
- 5.1.3 duly and punctually pay all premiums and any other monies necessary for maintaining its insurance in full force and effect.

**5.2 The Chargor shall apply all monies received by virtue of any insurance of the whole or any part of the Charged Property:**

- 5.2.1 in making good or in recouping expenditure incurred in making good any loss or damage; or
- 5.2.2 if the Security Trustee in its discretion so requires, towards the discharge of the Secured Liabilities.

**6. Repair**

**6.1 The Chargor shall:**

- 6.1.1 keep in good and substantial repair and condition all the Charged Property including, without limitation, all buildings, erections, structures and fixtures and fittings (if any) on and in the Property (provided that the Chargor shall not be deemed to be in

breach of this covenant in respect of any part of the Development that is in the course of being constructed);

6.1.2 keep all Equipment in good repair, working order and condition and fit for its purpose; and

6.1.3 where it is uneconomic to repair any part of the Charged Property, replace such part by another similar asset of equal or greater quality and value.

**7. Notice of Breach**

7.1 The Chargor shall promptly upon becoming aware of the same give the Security Trustee notice in writing of any breach of:

7.1.1 any representation or warranty set out in Schedule 2; and

7.1.2 any covenant set out in Schedule 3.

**8. Title Documents**

8.1 The Chargor shall, promptly upon the Security Trustee's request, deposit with the Security Trustee and the Security Trustee shall during the Security Period be entitled to hold all deeds and documents of title relating to the Charged Property which are in the possession or control of the Chargor (and, if not within the possession and/or control of the Chargor, the Chargor undertakes to obtain possession of all such deeds and documents of title).

**9. Further Assurance**

9.1 The Chargor, at its own cost, shall prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as the Security Trustee may reasonably require) in favour of the Security Trustee as the Security Trustee shall in its absolute discretion require over all or any part of the Charged Property necessary to give effect to the provisions of this debenture and give all notices, orders and directions which the Security Trustee may require in its absolute discretion for perfecting, protecting or facilitating the realisation of its security over the Charged Property.

**10. Inspection**

10.1 The Chargor shall permit the Security Trustee and any Receiver and any person appointed by either of them to enter upon and inspect any Property during normal business hours upon reasonable prior written notice provided such notice is served no less than 48 hours before

entry is required (save where there is an Event of Default that has occurred and is continuing and in the case of an emergency).

**11. Chargor's Waiver of Set-off**

- 11.1 The Chargor waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by the Borrower under the Finance Documents or the Chargor under this debenture).

## **Schedule 4**

### **Powers of Security Trustee**

#### **1. Power to Remedy**

The Security Trustee shall be entitled (but shall not be bound) to remedy a breach at any time by the Chargor of any of its obligations contained in this debenture and the Chargor irrevocably authorises the Security Trustee and its agents to do all such things as are necessary or desirable for that purpose.

#### **2. Exercise of Rights**

The rights of the Security Trustee under paragraph 1 of this Schedule 4 are without prejudice to any other rights of the Security Trustee under this debenture and the exercise of those rights shall not make the Security Trustee liable to account as a mortgagee in possession.

#### **3. Power to Dispose of Chattels**

##### **3.1 At any time after the security constituted by this debenture shall have become enforceable, the Security Trustee or any Receiver:**

3.1.1 may dispose of any chattels or produce found on any Property as agent for the Chargor; and

3.1.2 without prejudice to any obligation to account for the proceeds of any sale of such chattels or produce, shall be indemnified by the Chargor against any liability arising from such disposal.

#### **4. Prior Security Interests**

##### **4.1 At any time after the security constituted by this debenture shall have become enforceable or after any powers conferred by any Security Interest having priority to this debenture shall have become exercisable, the Security Trustee may:**

4.1.1 redeem such or any other prior Security Interest or procure its transfer to itself; and

4.1.2 settle any account of the holder of any prior Security Interest.

Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Chargor and all monies paid by the Security Trustee to an encumbrancer in settlement of such an account shall, as from its payment by the Security Trustee, be due from the Chargor to the Security Trustee on current account and shall bear interest and be secured as part of the Secured Liabilities.

**5. New Accounts**

5.1 If the Security Trustee receives notice of any subsequent Security Interest or other interest affecting all or part of the Charged Property, the Security Trustee may open a new account or accounts for the Chargor in the Security Trustee's books and (without prejudice to the Security Trustee's right to combine accounts) no money paid to the credit of the Chargor in any such new account will be appropriated towards or have the effect of discharging any part of the Secured Liabilities.

5.2 If the Security Trustee does not open a new account or accounts immediately on receipt of notice under paragraph 5.1 of this Schedule 4, then, unless the Security Trustee gives express written notice to the contrary to the Chargor, as from the time of receipt of the relevant notice by the Security Trustee all payments made by the Chargor to the Security Trustee shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities.

**6. Indulgence**

The Security Trustee may in its discretion grant time or other indulgence or make any other arrangement, variation or release with any person or persons not being a party to this debenture (whether or not such person or persons are jointly liable with the Chargor) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this debenture or to the liability of the Chargor for the Secured Liabilities.

## **Schedule 5**

### **Enforcement**

#### **1. Enforcement Events**

This debenture shall be enforceable if an Event of Default occurs. In any such event (whether or not the event is continuing), without prejudice to any other rights of the Security Trustee, the powers of sale under the Law of Property Act 1925 shall immediately be exercisable and the Security Trustee may in its absolute discretion enforce all or any part of the security created by this debenture as it sees fit.

#### **2. Statutory Power of Sale**

The powers of sale conferred upon mortgagees under the Law of Property Act 1925 shall, as between the Security Trustee and a purchaser from the Security Trustee, arise on and be exercisable at any time after the execution of this debenture, but the Security Trustee shall not exercise such power of sale until the security constituted by this debenture has become enforceable under paragraph 1 of this Schedule 5.

#### **3. Extension of Statutory Powers**

The statutory powers of sale, leasing and accepting surrenders conferred upon mortgagees under the Law of Property Act 1925 and/or by any other statute shall be exercisable by the Security Trustee under this debenture and are extended so as to authorise the Security Trustee whether in its own name or in that of the Chargor to make any lease or agreement for lease, accepts surrenders of lease or grant any option of the whole or any part or parts of the freehold and leasehold property of the Chargor with whatever rights relating to other parts of it and containing whatever covenants on the part of the Chargor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Security Trustee thinks fit.

#### **4. Protection of Third Parties**

4.1 No purchaser, mortgagee or other person dealing with the Security Trustee or any Receiver shall be concerned:

4.1.1 to enquire whether any of the Secured Liabilities have become due or payable or remain unpaid or undischarged, or whether the power the Security Trustee or a Receiver is purporting to exercise has become exercisable; or



4.1.2 to see to the application of any money paid to the Security Trustee or any Receiver.

**5. No Liability As Mortgagee in Possession**

5.1 Neither the Security Trustee nor any Receiver nor any Administrator shall be liable to account as mortgagee in possession in respect of all or any of the Charged Property nor shall any of them be liable for any loss upon realisation of, or for any neglect or default of any nature whatsoever in connection with, all or any of the Charged Property for which a mortgagee in possession might as such be liable.

**6. Appointment of Receiver**

6.1 At any time after the security constituted by this debenture has become enforceable, or at the request of the Chargor, the Security Trustee may without further notice:

6.1.1 appoint by way of deed, or otherwise in writing, any one or more person or persons to be a receiver or a receiver and manager of all or any part of the Charged Property; and

6.1.2 (subject to section 45 of the Insolvency Act 1986) from time to time by way of deed, or otherwise in writing, remove any person appointed to be Receiver and may in like manner appoint another in his place.

Where more than one person is appointed Receiver, they will have power to act separately (unless the appointment by the Security Trustee specifies to the contrary).

6.2 The Security Trustee may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the Law of Property Act 1925 and the remuneration of the Receiver shall be a debt secured by this debenture which shall be due and payable immediately upon its being paid by the Security Trustee.

**7. Powers Additional**

7.1 The powers of sale and appointing a Receiver conferred by this debenture shall be in addition to all statutory and other powers of the Security Trustee under the Insolvency Act 1986, the Law of Property Act 1925 or otherwise and shall be exercisable without the restrictions contained in sections 103 and 109 of the Law of Property Act 1925 or otherwise.

7.2 The power to appoint a Receiver (whether conferred by this debenture or by statute) shall be and remain exercisable by the Security Trustee notwithstanding any prior appointment in respect of all or any part of the Charged Property.

**8. Agent of the Chargor**

Any Receiver appointed by the Security Trustee under this debenture shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts and remuneration as well as for any defaults committed by him.

**9. Powers of Receiver**

Any Receiver appointed by the Security Trustee under this debenture shall in addition to the powers conferred on him by the Law of Property Act 1925 and the Insolvency Act 1986 have power to do all such acts and things as an absolute owner could do in the management of such of the Charged Property over which the Receiver is appointed and in particular the powers set out in Schedule 6.

**10. Order of Application of Proceeds**

**10.1 All monies received by the Security Trustee or a Receiver in the exercise of any enforcement powers conferred by this debenture shall be applied:**

10.1.1 first in paying all unpaid fees, costs and other liability incurred by or on behalf of the Security Trustee (and any Receiver, attorney or agent appointed by it);

10.1.2 second in paying the remuneration of any Receiver (as agreed between him and the Security Trustee);

10.1.3 third in or towards discharge of the Secured Liabilities in such order and manner as the Security Trustee shall determine; and

10.1.4 finally in paying any surplus to the Chargor or any other person entitled to it.

**11. Section 109(8) Law of Property Act 1925**

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

**12. Suspense Account**

All monies received by the Security Trustee or a Receiver under this debenture may, at the discretion of the Security Trustee or Receiver, be credited to any suspense or securities realised account and shall bear interest at such rate, if any, as may be agreed in writing

between the Security Trustee and the Chargor and may be held in such account for so long as the Security Trustee or Receiver thinks fit.

**13. Power of Attorney**

By way of security the Chargor irrevocably appoints the Security Trustee and every Receiver separately to be the attorney of the Chargor and in its name and on its behalf and as its act and deed to execute any documents, and do any acts and things which:

- 13.1 the Chargor is required to execute and do under this debenture; and/or
- 13.2 any attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by this debenture or by law on the Security Trustee or any Receiver.

**14. Ratification of Acts of Attorney**

The Chargor ratifies and confirms and agrees to ratify and confirm anything which any of its attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in paragraph 13 of this Schedule 5.

**15. Appointment of An Administrator**

- 15.1 The Security Trustee may without notice to the Chargor appoint any one or more persons to be an administrator of the Chargor pursuant to paragraph 14 Schedule B1 of the Insolvency Act 1986 if this debenture becomes enforceable.
- 15.2 Any appointment under this paragraph 15 shall:
  - 15.2.1 be in writing signed by a duly authorised signatory of the Security Trustee, and
  - 15.2.2 take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986, when the requirements of paragraph 18 of that Schedule B1 are satisfied.
- 15.3 The Security Trustee may (subject to any necessary approval from the court) end the appointment of an Administrator by notice in writing in accordance with this paragraph 15 and appoint under that paragraph a replacement for any Administrator whose appointment ends for any reason.

## **Schedule 6**

### **Further Powers of Receiver**

**1. To Repair and Develop Properties**

A Receiver may undertake or complete any works of repair, building or development on the Properties.

**2. To Surrender Leases**

A Receiver may grant or accept surrenders of any leases or tenancies affecting the Properties upon such terms and subject to such conditions as he thinks fit.

**3. To Employ Personnel and Advisors**

A Receiver may provide services and employ, or engage, such managers contractors and other personnel and professional advisors on such terms as he deems expedient for the purposes of this debenture.

**4. To Make VAT Elections**

A Receiver may make such elections for value added tax purposes as he thinks fit.

**5. To Charge Remuneration**

A Receiver may charge and receive such sum by way of remuneration (in addition to all charges and expenses incurred by him) as the Security Trustee may prescribe or agree with him in connection with this debenture.

**6. To Realise Charged Property**

A Receiver may collect and get in the Charged Property in respect of which he is appointed or any part thereof and for that purpose make such demands and take any proceedings as may seem expedient and to take possession of the Charged Property with like rights.

**7. To Manage or Reconstruct the Chargor's Business**

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

**8. To Dispose of Charged Property**

A Receiver may grant options and licences over all or any part of the Charged Property, sell or concur in selling, assign or concur in assigning, lease or concur in leasing and accept or concur in accepting surrenders of leases of, all or any of the property of the Chargor in

respect of which he is appointed in such manner and generally on such terms and conditions as he thinks fit (fixtures and plant and machinery may be severed and sold separately from the premises in which they are contained without the consent of the Chargor) and to carry any such sale, assignment, leasing or surrender into effect. Any such sale may be for such consideration as he shall think fit and he may promote or concur in promoting a company to purchase the property to be sold.

**9. To Make Settlements**

A Receiver may make any arrangement, settlement or compromise between the Chargor and any other person which he may think expedient.

**10. To Improve Equipment**

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

**11. To Make Calls on Chargor Members**

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

**12. To Appoint Staff and Agents**

A Receiver may appoint managers, officers, servants, workmen and agents for the aforesaid purposes at such salaries and for such periods and on such terms as he may determine.

**13. To Insure**

A Receiver may, if he thinks fit, but without prejudice to the indemnity contained in clause 9, effect with any insurer any policy or policies of insurance either in lieu or satisfaction of, or in addition to, such insurance.

**14. Law of Property Act 1925**

A Receiver may exercise all powers provided for in the Law of Property Act 1925 in the same way as if he had been duly appointed under that act and exercise all powers provided for an administrative receiver in Schedule 1 of the Insolvency Act 1986.

**15. To Borrow**

A Receiver may for any of the purposes authorised by this Schedule 6 raise money by borrowing from the Security Trustee or from any other person on the security of all or any of the Charged Property in respect of which he is appointed upon such terms (including if the Security Trustee shall consent to terms under which such security ranks in priority to this debenture) as he shall think fit.

**16. To Redeem Prior Security Interests**

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

**17. Incidental Powers**

A Receiver may do all such other acts and things as he may consider incidental or conducive to any of the matters or powers in this Schedule 6 or which he lawfully may or can do as agent for the Chargor.


**18. Scope of Powers**

Any exercise of any of these powers may be on behalf of the Chargor, the directors of the Chargor (in the case of the power contained in paragraph 11 of this Schedule 6) or himself.

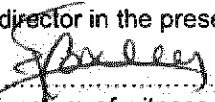
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**Direct Packaging (U.K.) Ltd**

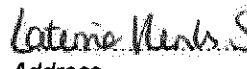
acting by


  
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(signature of director)

a director in the presence of

  
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Signature of witness

  
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Occupation

**Executed** as a deed but not delivered until the date on the front of this document by

**Tier One Capital FM Limited** in its capacity as Security  
Trustee on behalf of the Finance Parties

acting by

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(signature of director)

a director in the presence of

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Signature of witness

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Name of witness

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Occupation