

MR01

Particulars of a charge



Companies House

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

You can use the WebFiling  
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 the  
instrument Use form MR0E

TUESDAY



A17 \*A5A4O90X\* #151  
28/06/2016  
COMPANIES HOUSE

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 a 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. **Do not send the original**

1

Company details

Company number

08096721

Company name in full

ACKERY BRANDS LIMITED

3

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

27 06 2016

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

MRRT LTD

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

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4

**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

Brief description

5

**Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ **Yes**
☐ **No**

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ **Yes** Continue

☐ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?

Please tick the appropriate box

☒ **Yes**
☐ **No**

8

**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



X

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

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **MARTIN LINNEY**

Company name **MRRT LTD**

Address **GARDEN HOUSE**

**QUEEN ELIZABETH DRIVE**

Post town **PERSHORE**

County/Region

Postcode **WR101PZ**

Country

DX

Telephone **01386 556000**



### Certificate

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.



### Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

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'.



### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**  
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)

**For companies registered in Northern Ireland**  
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



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**FILE COPY**

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

Company number 8096721

Charge code. 0809 6721 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th June 2016 and created by ACKERY BRANDS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th June 2016

*Handwritten signature*

Given at Companies House, Cardiff on 1st July 2016



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**DEBENTURE**


between

**ACKERY BRANDS LIMITED**

and

**MRRT LIMITED**

I CERTIFY THAT THIS IS A TRUE  
COPY OF THE ORIGINAL

 MARTIN LINLEY

FOR & ON BEHALF OF MRRT LTD

27/6/16

THIS DEED is dated

27/6/

20 16

## **PARTIES**

- (1) Ackery Brands Limited (company no 08096721) whose registered office is at Ryton Farm House Rutton Shifnal Shropshire TF11 9JL (**Borrower**)
- (2) MRRT Limited (company no 05112041) whose registered office is at The Garden House, Queen Elizabeth Drive, Pershore, Worcestershire, WR10 1PZ (**Lender**)

## **BACKGROUND**

- (A) The Lender has agreed to provide the Borrower with a loan of £40000 (**Loan**) on the terms set out in the agreement annexed to this debenture at Schedule 2 (**Loan Agreement**)
- (B) It is a condition precedent to the provision of the Loan that the Borrower provides security to the Lender in the form of this debenture to secure the payment and discharge of the Secured Liabilities

## **AGREED TERMS**

### **1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this debenture, unless otherwise provided, the following words shall have the following meanings.

**Charged Assets:** means all the Land, assets, goodwill and undertaking of the Borrower present or future for the time being subject to the security interests created by this debenture (including those listed in Schedule 1)

**Default Rate:** means the rate of 8% per annum above the base lending rate for the time being of the Lender

**Encumbrance:** means any mortgage, charge, pledge, lien or other security interest of any kind, and any right of set off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having similar effect to the provision of security, other than liens arising by operation of law in the ordinary course of the Borrower's business

**Intellectual Property:** means copyright, patents, know-how, trade secrets, trademarks, trade names, the right to sue in passing off, design right, get-up, database right, customer lists, chip topography rights, mask works, utility models, domain names and all similar rights and, in each case, (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested,

contingent or future, (v) to which the Borrower is or may be entitled and (vi) wherever existing and the benefit of any agreement or any licence for the use of any such right

**Land:** means any right or interest in or over land wherever situated, including without limitation any buildings and fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by such person by virtue of the ownership, possession or occupation of land and/or all freehold and leasehold properties (whether registered or unregistered) and all common hold properties, now or in the future (and from time to time) owned by the Borrower or in which the Borrower holds an interest

**Receiver:** means a receiver appointed pursuant to this debenture or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and an administrative receiver (if the Lender is permitted to appointed such administrative receiver)

**Secured Liabilities:** means the liabilities of the Borrower to the Lender under or pursuant to the Loan Agreement and any interest, commission, costs, charges and expenses of the Lender/all money, liabilities and obligations now or in the future owned or incurred by the Borrower to the Lender (including those under the Loan Agreement or this debenture) whether actual or contingent, sole or joint, as principal or as surety, including (without limitation) any liability of the Borrower to a third party which subsequently becomes payable to the Lender by assignment or otherwise and any interest, commission, costs, charges and expenses of the Lender

**Securities:** means all right, title and interest of the Borrower, now or in the future, in any (i) stocks, (ii) shares, (iii) instruments creating or (iv) acknowledging any debt or other securities issued by any person

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

1 2 Clause headings shall not affect the interpretation of this debenture

1 3 In this debenture

- (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) and that person's personal representatives, successors, permitted assigns and permitted transferees,
- (b) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular,

- (c) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders,
- (d) a reference to **Lender** shall include the Lender's successors, permitted assigns and permitted transferees,
- (e) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision,
- (f) a reference to **writing** or **written** includes neither fax nor e-mail,
- (g) a reference to **this guarantee** (or any provision of it) or to any other agreement or document referred to in this guarantee is a reference to this guarantee, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this guarantee) from time to time,
- (h) unless the context otherwise requires, a reference to a clause is to a clause of this guarantee,
- (i) any words following the terms **including**, **include** 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,
- (j) a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amended** shall be construed accordingly).
- (k) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description, and
- (l) 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

## 2. **BORROWER'S OBLIGATION TO PAY**

- 2.1 The Borrower covenants with the Lender that it will pay and discharge to the Lender the Secured Liabilities on written demand when due
- 2.2 The making of one demand under this debenture will not stop the Lender making any further demands
- 2.3 The Lender will not make any demand unless it is entitled to do so

## 3. **CREATION OF SECURITY**

As continuing security for the payment and discharge of the Secured Liabilities the Borrower charges to the Lender with full title guarantee

- (a) by way of legal mortgage all Land now owned by the Borrower,



- (b) by way of fixed charge
  - (i) any right, title or interest which the Borrower has now or acquires in the future to any Land, and
  - (ii) the assets set out in Schedule 1, and
- (c) by way of floating charge the Borrower's bank accounts and other assets not otherwise effectively charged by clauses 3(a) and 3(b)

#### **4 CRYSTALLISATION**

- 4.1 The floating charge created by clause 3(c) will crystallise into a fixed charge
- (a) by notice in writing given by the Lender to the Borrower at any time after the security constituted by this debenture becomes enforceable, specifying the Charged Assets over which the crystallisation will take effect and if no Charged Assets are specified, the notice shall take effect over all the Charged Assets of the Borrower,
  - (b) automatically and instantly without notice if the Borrower resolves, without the Lender's prior written consent, to take or takes any step to
    - (i) create an Encumbrance over any or all of the Charged Assets,
    - (ii) create a trust over any or all of the Charged Assets,
    - (iii) dispose of any or all of the Charged Assets, except if such disposal is in the ordinary course of the Borrower's business,
  - (c) automatically and instantly without notice if any person resolves, without the Lender's prior written consent, to take or takes any step to levy any distress, execution, sequestration or other process against any or all of the Charged Assets, or
  - (d) automatically and instantly without notice if an Event of Default occurs
- 4.2 Any asset acquired by the Borrower after crystallisation has occurred under clause 4.1 which would be subject to a floating charge if crystallisation had not occurred will be charged by way of a fixed charge, unless the Lender confirms otherwise in writing
- 4.3 Any charge by the Borrower that has crystallised under clause 4.1 may, by notice in writing given at any time by the Lender to the Borrower, be reconverted into a floating charge in relation to the Charged Assets specified in the notice and if no Charged Assets are specified, the notice shall take effect over all the Charged Assets of the Borrower

#### **5. BORROWER'S REPRESENTATIONS AND WARRANTIES**

- 5.1 The Borrower represents and warrants to the Lender as follows

- (a) the Borrower is the legal and beneficial owner of the Charged Assets free from any Encumbrance other than the Encumbrances created by this debenture,
- (b) the Borrower has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Assets and there are no covenants, agreements, conditions, interests rights or other matters which may adversely affect the Charged Assets,
- (c) the Borrower has at all times complied in all material respects with all applicable laws and regulations and has not breached any law or regulation which would adversely affect the Charged Assets,
- (d) the Charged Assets are not subject to terms entitling a third party to terminate or limit the use of any facility necessary for the enjoyment and use of the Charged Assets,
- (e) nothing has arisen, has been created or is subsisting, which would be an overriding interest in any Land, and
- (f) no Encumbrance expressed to be created by this debenture is liable to be avoided or otherwise set aside on the liquidation or administration of the Borrower or otherwise

5.2 The Borrower repeats the representations and warranties in clause 5.1 above on each day during the Security Period

## **6. BORROWER'S UNDERTAKINGS AND COVENANTS**

6.1 The Borrower covenants not without the prior written consent of the Lender to

- (a) (except in the case of assets charged by way of floating charge only which the Borrower may deal with in the ordinary course of its business) part with possession of, or transfer, sell, lease, assign or otherwise dispose of all or any of the Charged Assets, or attempt or agree to do so;
- (b) create, attempt to create, allow to subsist any mortgage, debenture, charge or pledge, increase the amount secured by the debenture, permit any lien (except a lien arising by operation of law in the ordinary course of trading) or other encumbrance to arise on or affect all or any of the Charged Assets,
- (c) permit any person to be registered as proprietor of any of the Charged Assets under the Land Registration Act 2002 or create or permit to arise any unregistered interest which overrides first registration affecting such property within Schedule 1 of that Act, to become entitled to any proprietary right or interest which might affect the value of any land fixtures or fixed plant and machinery charged by this debenture,
- (d) redeem or purchase its own shares or pay dividends of an unusual amount,

- (e) cancel, assign or allow to lapse its interest under any credit sale, hire purchase, leasing, rental, licence or similar agreement and to produce proof of payments due under such agreements on request from the Lender,
- (f) do or allow any act or omission which may prejudice the value to the Lender of the Charged Assets, or
- (g) create any subsidiaries

6.2 The Borrower covenants that it will, unless in any case the Lender has given its written consent otherwise

- (a) carry on its business properly and efficiently and not materially change how it conducts its business,
- (b) supply to the Lender within a reasonable period of time such other information relating to the Borrower's business, assets and liabilities as the Lender may require;
- (c) notify the Lender in writing of any breach of this debenture or the Loan Agreement immediately on it becoming aware of such breach,
- (d) get in and realise, in the ordinary course of business, all book and other debts and other assets charged under clause 3, on receipt pay all monies received in respect of such assets into the account as the Lender may specify prior to which the Borrower will hold such monies on trust for the Lender and execute such assignment of any such asset as the Lender may require,
- (e) in relation to the Land part of the Charged Assets observe all covenants, not enter into any onerous or restrictive obligation, effect or allow any development within the Town and Country Planning Acts, do, allow or omit anything infringing any statute or regulation and maintain and keep them in good and substantial repair,
- (f) maintain all plant, machinery, fixtures, fittings, vehicles, computers and office and other equipment part of the Charged Assets in good working order and condition,
- (g) in relation to the Intellectual Property part of the Charged Assets observe all covenants and obligations and maintain and renew all relevant registrations, permits and licences,
- (h) institute, pursue and defend proceedings relating to the Charged Assets as required to protect their value and apply monies from such proceedings in discharge of sums due to the Lender,
- (i) at its own expense, keep insured any of the Charged Assets to their full replacement value including professional fees and other expenses with reputable insurers in the name of the Borrower or, at the Lender's request, the joint names of the Borrower and the Lender,
- (j) punctually pay, and indemnify the Lender against, all monies due in respect of the Charged Assets,

- (k) comply with all statutory, regulatory and other requirements applying to the Charged Assets except where actually or potentially adverse to the Lender's interest, when the Borrower will immediately consult the Lender and make or join the Lender in making such representations as the Lender may request, and
- (l) if requested by the Lender, ensure that each subsidiary of the Borrower guarantees to the Lender payment of all monies covenanted to be paid under this debenture and charge its undertaking, property and assets to secure such payment in such manner as the Lender may request

## **7. LIABILITY OF BORROWER**

7.1 The Borrower's liability in respect of the Secured Liabilities shall not be discharged or prejudiced by

- (a) the renewal, determination, variation or increase of the loan under the Loan Agreement or the acceptance or variation of any compromise, arrangement or settlement or the omission to claim or enforcement of payment from any other person by the Lender,
- (b) any security, guarantee, indemnity, remedy or other right held by or available to the Lender being or becoming wholly or partially illegal, void or unenforceable on any ground, or
- (c) any other act or omission which but for this provision might have discharged or otherwise prejudiced the liability of the Borrower

7.2 The Borrower may not require the Lender to

- (a) enforce any security or other right,
- (b) claim any payment from, or
- (c) otherwise proceed,

against any other person before enforcing this debenture against the Borrower

## **8. ENFORCEMENT**

8.1 The Lender may enforce this debenture at any time after

- (a) the occurrence of an Event of Default,
- (b) the floating charge has crystallised under clause 4,
- (c) there has occurred any event which in the Lender's opinion is actually or potentially adverse to the Borrower, or
- (d) there has occurred any other event which in the Lender's opinion actually or potentially jeopardises the security created by this debenture

**9. APPOINTMENT, POWERS AND REMOVAL OF RECEIVERS**

- 9 1 At any time after the security created by this debenture becomes enforceable the Lender may without further notice appoint in writing any one or more persons to be a receiver or a receiver and manager. Where more than one Receiver is appointed they will have the power to act separately (unless the appointment specifies otherwise)
- 9 2 The Lender may determine the remuneration of the Receiver
- 9 3 The appointment of a Receiver will not preclude the Lender from appointing a subsequent Receiver over all or any of the Charged Assets whether the previously appointed receiver continues to act or not
- 9 4 The Receiver will be the agent of the Borrower and the Borrower will be solely liable for the acts, defaults, and remuneration of the Receiver unless and until the Borrower goes into liquidation after which the receiver shall act as principal. In no event will the Receiver become the agent of the Lender
- 9 5 The Receiver will have and be entitled to exercise all the powers set out in Schedule 1 and Schedule 2 of the Insolvency Act 1986 and the Law of Property Act 1925 and will also have the power, either in his name or in the name of the Borrower
- (a) in connection with any sale or other disposition of the Charged Assets, to receive the consideration in a lump sum or in instalments and to receive shares and loan notes by way of consideration,
  - (b) to grant options, licences or any other whatsoever in the Charged Assets,
  - (c) to sever fixtures from and to repair, improve and make any alterations to, the Charged Assets,
  - (d) to exercise any voting rights appertaining to the Borrower,
  - (e) to do all other acts and things which the Receiver may consider desirable or necessary for realising any Charged Assets or incidental or conducive to any of the right, powers or discretion conferred on a Receiver under or by virtue of the debenture, and
  - (f) to exercise in relation to any Charged Assets all the powers, authorities and things which he would be capable of exercising if he was absolute beneficial owner of the same
- 9 6 Neither the Lender nor the Receiver will be liable to account as mortgagee in possession or otherwise for any money not actually received by the Lender or the Receiver.
- 9 7 Section 109 of the Law of Property Act 1925 will not apply to this debenture or to any security it creates

**10. POWERS OF SALE, LEASING ETC.**

- 10 1 Section 103 of the Law of Property Act 1925 shall not apply to this debenture but the statutory power of sale will as between the Lender and a purchaser arise on and be exercisable at any time after the execution of this debenture but the Lender will not exercise such power unless the security created by this debenture has become enforceable or the after the appointment of a Receiver under clause 9
- 10 2 The statutory powers of sale, leasing and accepting surrenders exercisable by the Lender are extended to allow the Lender to grant or surrender leases of any land vested in the Borrower or in which it has an interest on such terms and conditions as the Lender may think fit provided that the security constituted by this debenture has become enforceable
- 10 3 The statutory power of sale exercisable by the Lender is extended to allow the Lender to sever any fixtures from the land and sell them separately.
- 10 4 No person dealing with the Lender or a Receiver, its agents or delegates will be concerned with whether this debenture has become enforceable, whether any power exercised or purported to be exercised has become exercisable, whether any of the Secured Liabilities remain due upon this debenture, as to the necessity or expediency of any stipulations and conditions subject to which the sale of any Charged Asset is made, as to the propriety or regularity of the sale of any Charged Asset or to see to the application of any money paid to the Lender or the Receiver, or its agents or delegates and each dealing shall be deemed to be within the powers conferred by this debenture and to be valid and effectual accordingly
- 10 5 Section 93 of the Law of Property Act 1925 will not apply to this debenture or to any security it creates

**11. ATTORNEY**

- 11 1 By way of security the Borrower irrevocably appoints the Lender, whether or not a Receiver has been appointed, and any Receiver separately as Borrower's attorney with full power to appoint substitutes and to delegate in its name and on its own behalf and as its act and deed or otherwise at any time after this security has become enforceable to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document, or perform any act that may be required of the Borrower under this debenture, or may be deemed by such attorney necessary or desirable for any purpose of this debenture or to enhance or perfect the security intended to be constituted by the Attorney or to convey or transfer legal ownership of any Charged Assets
- 11 2 The Borrower will ratify and confirm all transactions entered into by the Lender or Receiver in the proper exercise of their powers in accordance with this debenture and all transactions entered into by the Lender or the Receiver in signing, sealing,

delivering and otherwise perfecting any assignment, mortgage, charge, security, deed, assurance, document or act as aforesaid

## **12. APPLICATION OF MONIES RECEIVED**

12 1 Any money received under this debenture will, subject to the discharge of any prior-ranking claims, be paid or applied in the following order of priority

- (a) in satisfaction of all costs, charges and expenses incurred and payments made by the Lender and/or the Receiver and of the remuneration of the Receiver,
- (b) in or towards satisfaction of the Secured Liabilities, and
- (c) as to the surplus, if any, to the person or persons entitled to it

12 2 The Lender may, in its absolute discretion on or at any time or times after demand and pending the payment to the Lender of the whole of the Secured Liabilities, place and keep to the credit of a separate or suspense account any money received, recovered or realised by the Lender by virtue of this debenture for so long and in such manner as the Lender may determine without any intermediate obligation to apply it in or towards the discharge of any of the Secured Liabilities

## **13. INDEMNITY**

13 1 The Borrower will indemnify the Lender against all and any costs, charges and expenses arising

- (a) out of any of the assets charged or assigned pursuant to clause 3 resulting in the Borrower or the Lender or the Receiver infringing or allegedly infringing any third party rights, and
- (b) in relation to any proceedings referable to the Borrower brought against the Lender and/or the Receiver or to which the Lender and/or the Receiver may be joined whether as the plaintiff or defendant that relate to any of the Charged Assets

13 2 The Borrower agrees that if it fails to pay any monies in respect of the Charged Assets or to take (or not take) any action which might diminish the value of the Charged Assets to the Lender, the Lender may pay such monies or take such action and recover the cost from the Borrower

13 3 The Borrower indemnifies the Lender and its employees and agents fully at all times against any claim, liability, loss or expense incurred by the Lender directly or indirectly as a result of any delay or failure of the Borrower in complying with clause 6 or with any law, regulation, directive or code of practice applicable to the Borrower or to its business or the Charged Assets or relating to the protection of the environment or to health and safety matters

13 4 Without prejudice to the generality of this clause the costs recoverable by the Lender and/or any Receiver under this debenture shall include

- (a) all costs incurred by the Lender and the beneficiaries in preparing and administering in preparing and administering this debenture or perfecting the security created by it,
- (b) all costs, whether or not allowable on a taxation by the Court, of all proceedings for the enforcement of this debenture or for the recovery or attempted recovery of the Secured Liabilities,
- (c) all money expended and all costs arising out of the exercise of any power, right or discretion conferred by this debenture, and
- (d) all costs and losses arising from any default by the Borrower in the payment when due of any of the Secured Liabilities or the performance of its obligations under this debenture

13 5 Any overdue amounts secured by the debenture will carry interest at the Default Rate Interest will accrue on a day to day basis to the date of repayment in full and, if unpaid, will be compounded with quarterly rests on the Lender's usual quarter days Interest shall continue to be charged and compounded on this basis after as well as before any demand or judgment

13 6 Money received or held by the Lender pursuant to this debenture may, from time to time after demand of all or any part of the Secured Liabilities has been made, be converted into such currency as the Lender considers necessary or desirable to discharge the Secured Liabilities in that currency at the Lender's then prevailing spot rate of exchange, as conclusively determined by the Lender, for purchasing the currency to be acquired with the existing currency

#### 14. RELEASE

14 1 Subject to clause 14 2 below, the Lender will, at the request and cost of the Borrower, execute all documents as the Borrower may reasonably require to release the Charged Assets from the security constituted by this debenture

14 2 Any release, discharge or settlement between the Lender and the Borrower will be conditional upon no payment or security received by the Lender 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

- (a) the Lender or its nominee will 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 Assets, for such period as the Lender may deem necessary to provide the Lender with security against any such avoidance, reduction or order for refund, and



- (b) the Lender will be entitled to recover the value or amount of such security or payment from, the Borrower subsequently as if such release, discharge or settlement had not occurred

#### **15. CONTINUING SECURITY**

This debenture will remain as continuing security in favour of the Lender, regardless of the settlement of any account or any other matter whatever and will be without prejudice and in addition to any and all other rights, remedies or security which is or are in place now or in the future in respect of any Charged Assets in favour of the Lender for the payment of an Indebtedness

#### **16. FURTHER SECURITY**

The Borrower will on the demand of the Lender execute and deliver to the Lender at the cost of the Borrower any document that the Lender reasonably requires further to give full effect to this debenture or to vest title to any of the Charged Assets in the Lender or the Lender's nominee or any purchaser

#### **17. MISCELLANEOUS**

- 17 1 Provisions which by their terms or intent are to survive termination hereof will do so
- 17 2 Variations to this debenture will only have effect when agreed in writing by the parties' authorised representatives
- 17 3 The unenforceability of any part of this debenture will not affect the enforceability of any other part
- 17 4 Unless otherwise agreed, no delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy
- 17 5 Consent by a party, where required, will not prejudice its future right to withhold similar consent
- 17 6 Each party will, at the cost of the Borrower, do all further acts and execute all further documents necessary to give effect to this debenture.
- 17 7 This debenture is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999
- 17 8 The Lender may assign any of its rights under this debenture or transfer all its rights or obligations by novation to another bank or financial institution. The Borrower may not assign any of its rights or transfer any rights or obligations under this debenture

17 9 This debenture and documents referred to in it represent the entire agreement between the parties and supersede all previous agreements, term sheets and understandings relating to the Loan made available in this debenture whether written or oral

17 10 This debenture will bind and benefit each party's successors and assigns

17 11 This debenture may be signed in any number of separate counterparts Each, when executed and delivered by a party, will be an original, all counterparts will together constitute one instrument

## **18. NOTICES**

18 1 Notices under this debenture will be in writing and sent to the address of the receiving party set out at the head of this debenture (or to such other address as the receiving party may have notified the serving party as being its address for service hereunder) They may be given, and will be deemed received

(a) by first-class post two Business Days after posting, or

(b) by hand on delivery

## **19. GOVERNING LAW AND JURISDICTION**

19 1 This debenture is governed by the laws of England and Wales.

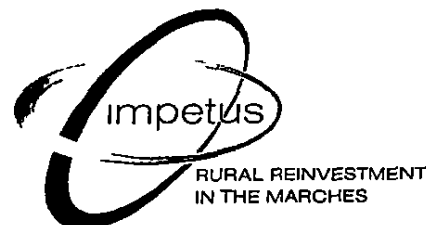
19 2 The parties will submit to the exclusive jurisdiction of the courts of England and Wales

### **Schedule 1 : Assets charged by way of fixed charge**

- 1 All shares held by the Borrower in any other company whether a subsidiary or not
- 2 All or any stocks, shares (other than those described in paragraph 1 above), bonds and securities of any kind (marketable or otherwise), negotiable instruments, warrants, loan notes and any other financial instruments held by the Borrower
- 3 All dividends, allotments, options, bonuses, rights issues, offers, benefits and advantages accruing, arising or offered in respect of the shares and investments described in paragraph 1 and 2 above
- 4 All fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment of the Borrower and the benefit of any agreements, licences and warranties in respect thereof
- 5 All book debts of the Borrower arising in the ordinary course of its business and all benefits, security and rights held in or to secure the payment of the book debts
- 6 All debts and monies due or payable to the Borrower except those referred to in paragraph 5 above including all amount standing credit of the Borrower's bank accounts whether such bank account is with the Lender or a third party
- 7 All Intellectual Property belonging to the Borrower
- 8 All present and future goodwill in the Borrower
- 9 All rights under any agreement to which the Borrower is a party which has not been assigned to the Lender

## **Schedule 2 : Loan Agreement**

See copy loan agreement attached



# Fixed Sum Secured Loan Facility Agreement

**Agreement Number IMP00545**

This LOAN FACILITY AGREEMENT ('This Agreement') is made on the

Execution Date \_\_\_\_\_

## Part A - Parties

**Lender ("US/OUR/WE")**

MRRT Limited of The Garden House, Queen Elizabeth Drive, Pershore, Worcs, WR10 1PZ

**Borrower ("YOU/YOUR")**

Ackery Brands Ltd, Ryton Farmhouse, Ryton, Shifnal, Shropshire, TF11 9JL

## Part B - Particulars of Offer

The Lender has offered to make available to the Borrower a loan facility as summarised in the following particulars, upon and subject to the terms and conditions contained in Part C of this Agreement

<b>Loan Amount</b>	The amount of credit to be provided under this agreement	£ 40,000 00
<b>Loan Purpose</b>	To provide the Borrower's business with non-distributable operating capital	
<b>Loan Term</b>	Duration of this agreement	60 months
<b>Drawdown Period</b>	The earlier of six months from and including the Execution Date or the date on which the Loan is fully drawn, terminated or cancelled	
<b>Drawdown Mode</b>	The loan is to be drawdown in a single tranche	
<b>Repayments</b>	The repayments of the Loan Amount together with interest and fees charged are to be made MONTHLY There will be 60 payments of £947.49 plus a final interest only payment of an amount equal to any interest accruing on the loan account as a result of the date of the first payment being more than one calendar month from the date of advance or any other timing differences	
	The first repayment is to be made on the 08-07-2016 The first repayment will be £947 49	
<b>Interest Dates</b>	Interest charges are to be calculated on the basis that it accrues daily, after as well as before any judgement, and interest accrued will be calculated monthly to the last day of each calendar month Interest charges are to be applied on the last day of each calendar month	
<b>Interest Rate</b>	Interest rates are variable, interest will be charged at the greater of 14% above the base rate of the Bank of England or 14% per annum	
<b>Fees</b>	Administration fee for setting up the loan	£ 0 00
<b>Early Settlement</b>	There is no penalty for partial or early repayment	

Impetus, The Garden House, Queen Elizabeth Drive, Pershore, Worcs, WR10 1PZ Impetus is a brand of MRRT Limited a company limited by guarantee registered in England no 05112041 Licenced under the Consumer Credit Act 1974 No 562354 This loan is co-financed by The European Regional Development Fund (ERDF) | Tel 01386 556000 | Fax 01386 556000 | email info@impetus-marches.co.uk

Security

None

## Part C - Terms and Conditions

### 1 DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this Agreement the following terms have the following meanings

1.1.1 'Assets' means the Borrower's assets which are subject to the Security

1.1.2 'Borrower's Account' has the meaning given in clause 2.4

1.1.3 'Business Day' means each day other than a Saturday, Sunday, bank holiday or other public holiday

1.1.4 'Credit Charges' means all interest, charges, costs and other sums payable by the Borrower to the Lender pursuant to this Agreement

1.1.5 'the Commitment' means the obligation of the Lender to make the Loan available to the Borrower during the Drawdown Period on the terms of this Agreement

1.1.6 'Drawdown Amount' has the meaning given in clause 2.4

1.1.7 'Drawdown Date' means, if the Drawdown Mode is single drawdown, the date on which the Lender advances the Loan pursuant to clause 2 of this Agreement provided that the Loan may only be drawn down on a Business Day during the Drawdown Period and further provided that no part of the Loan may be drawn down after the expiry of the Drawdown Period

1.1.8 'Encumbrance' means a mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement and any other security agreement or arrangement

1.1.9 'Execution Date' means the date on which the Borrower signs this Agreement

1.1.10 'Event of Default' means any one of the events or circumstances described in clause 9

1.1.11 'First Drawdown Date' means, if the Drawdown Mode is multiple drawdown, the date of the first drawdown

1.1.12 'Indebtedness' means any obligation for the payment or repayment of money, whether as principal or surety and whether present or future, actual or contingent

1.1.13 'Interest Period' means (in the case of the first such period) the period from and including the First Drawdown Date to and including the first Interest Date and (in the case of subsequent periods) the period from but excluding the preceding Interest Date to and including a given Interest Date

1.1.14 'the Loan' means a loan in the amount of the Loan Amount made by the Lender to the Borrower or, as the context requires, the principal amount thereof from time to time outstanding under this Agreement, as such amount may be reduced, terminated or cancelled in accordance with this Agreement

1.1.15 'Sterling' and '£' means the lawful currency for the time being of the United Kingdom

1.1.16 'Subsidiary' has the meaning ascribed to that expression in section 736 of the Companies Act 1985, and

1.1.17 'Taxes' includes all present or future income and other taxes, levies, imposts, deductions, charges, compulsory loans and withholdings whatsoever together with interest on them and penalties with respect to them, if any, and any payments made on or in respect of them, and 'Taxation' shall be construed accordingly

#### 1.2 Interpretation

1.2.1 In this Agreement, clause headings are inserted for convenience only and shall not affect the construction of this Agreement. Unless the context otherwise requires, words denoting the singular number shall include the plural and vice versa. References to persons include references to any corporation, partnership, joint venture and unincorporated association, any state, political sub-division of a state and local or municipal authority and any international organisation. Reference to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.

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Development Fund (ERDF) | Tel: 01386 556000 | Fax: 01386 556000 | email: info@impetus-marches.co.uk

1 2 2 Terms defined in Parts A and B of this Agreement, above, have the meanings there given to them

1 2 3 In this Agreement, where any party comprises more than one person the obligations and liabilities of that party under this deed shall be joint and several obligations and liabilities of those persons

## 2 THE LOAN AND DRAWDOWNS

### 2 1 Lender's commitment

Subject to and on the terms of this Agreement, and in reliance on the representations and warranties of the Borrower set out in clause 7, the Lender shall make the Loan available to the Borrower for the Loan Purpose

### 2 2 Notice of drawdown (single or multiple drawdown)

2 2 1 If Part B of this Agreement states the Drawdown Mode is by way of a single drawdown the Borrower may, subject to this Agreement, make a single, irrevocable request to draw down the Loan Amount

2 2 2 If Part B of this Agreement states the Drawdown Mode is by way of multiple drawdown the Borrower may, subject to this Agreement, request the Loan Amount by way of a single drawdown or multiple drawdowns

2 2 3 Each drawdown request issued by the Borrower shall be irrevocable and shall be made by the Borrower sending to the Lender a duly completed notice of drawdown by fax (to be confirmed by letter) or by electronic mail (to be confirmed by letter) or by letter, and in each case the notice is to be received by the Lender before 11 00 am on the relevant Drawdown Date

### 2 3 Amount available to draw down

The total amount drawn down by the Borrower during the Loan Term shall not exceed the Loan Amount

### 2 4 Contents of notice of drawdown

The notice of drawdown shall specify (1) the amount of the Loan requested to be drawn down ('the Drawdown Amount'), (2) the relevant Drawdown Date and (3) the account name, number and sort code to which the Drawdown Amount is to be paid ('the Borrower's Account')

### 2 5 Automatic cancellation

Any part of the Loan that is undrawn at the close of business on the last Business Day of the Drawdown Period shall be cancelled

### 2 6 Advance of drawdown

Subject to and upon the terms of this Agreement the Lender shall remit the Drawdown Amount to the Borrower's Account on the relevant Drawdown Date for the Borrower to hold and use subject to and upon the terms of this Agreement

## 3 INTEREST

### 3 1 Rate and accrual

The Borrower shall pay interest on the Loan at the Standard Rate Interest shall accrue daily and shall be calculated in accordance with clause 3 2

### 3 2 Calculation

Interest shall be calculated as at each Interest Date in respect of the Interest Period which ends on such Interest Date

### 3 2 Date of payment

3 2 1 Save as otherwise provided in this Agreement, the Borrower shall pay interest for each Interest Period in arrears on the Interest Date being the last day of such Interest Period

3 2 2 Any interest not paid when it falls due shall be added to the principle amount of the Loan as at the date for payment of such interest

### 3 3 Default interest rate

If the Lender does not receive on the due date any sum due under this Agreement, the Borrower shall pay to the Lender on demand interest on such unpaid sum from and including the due date therefore to the date of actual payment, as well as after as before judgment, at the Default Rate

## 4 ADJUSTMENT OF INTEREST DATES

If an Interest Date would fall on a day that is not a Business Day, such Interest Date shall be the date which is the Business Day immediately preceding such Interest Date

## 5 REPAYMENT, PREPAYMENT AND CANCELLATION

### 5 1 Repayment

5 1 1 The Borrower shall repay the Loan and all outstanding Credit Charges to the Lender on the End Date

5 1 2 During the Loan Term the Borrower shall pay to the Lender

5.1.2.1 on each Repayment Date the Subscription due on such Repayment Date by way of repayment of the principal amount of the Loan, and  
5.1.2.2 on each Interest Date, interest calculated and payable in accordance with clause 3  
5.1.3 The Borrower will make payments under this Agreement by direct debit, standing order or such other means as the Lender may require

5.2 Prepayment

The Borrower may prepay the whole or part of the Loan on giving to the Lender not less than 10 Business Days' prior notice, which notice shall be irrevocable

5.3 No reborrowing

No amount prepaid may be reborrowed

5.4 Cancellation by Borrower

During the Drawdown Period, on giving not less than 10 Business Days' prior notice to the Lender, the Borrower may cancel the undrawn Loan in whole or in part

6 CONDITIONS PRECEDENT

6.1 Documentary

The Borrower may not serve a notice of drawing, and the Lender shall not be under any obligation to make the Loan under this Agreement, until the Lender has received, and found to be satisfactory to it in all respects, each of the following documents

6.1.1 a certified copy of the constitutional documents of the Borrower,

6.1.2 a certified copy of a resolution of the board of directors of the Borrower approving this Agreement and authorising persons identified by name or office to execute this Agreement (and any security to be provided by the Borrower) on behalf of the Borrower,

6.1.3 certified copies of all governmental and other consents, licences, approvals and authorisations required by the Borrower with respect to this Agreement, and

6.1.4 the instruments creating the Security, duly signed by the person granting the security

6.2 Factual

The obligation of the Lender to make the Loan is subject to the following further conditions precedent that, both at the date of the notice of drawdown and the Drawdown Date

6.2.1 no Event of Default, or event that, with the giving of notice and/or lapse of time or other applicable condition, would constitute an Event of Default, has occurred and is continuing or might result from the making of the Loan, and

6.2.2 the representations and warranties of the Borrower in clause 7 would be true and not misleading if repeated on each of those dates with reference to the circumstances then existing

7 REPRESENTATIONS AND WARRANTIES

7.1 Initial

The Borrower represents and warrants to the Lender that

7.1.1 it (being a corporation) is duly incorporated and validly existing under the laws of England and Wales or (in any other case) it is validly existing under the laws of England and Wales

7.1.2 it (being a corporation) has the corporate capacity, and has taken all corporate action, or (being a partnership, trust or unincorporated association) has resolved in accordance with its constitution, and (in any case) obtained all official consents necessary for it

7.1.2.1 to execute this Agreement, and

7.1.2.2 to borrow under this Agreement and to make all the payments contemplated by, and to comply with, this Agreement

7.1.2.3 to execute (or to procure the execution of) the Security

7.1.3 all the official consents referred to in clause 7.1.2 remain in full force and effect and nothing has occurred which makes any of them liable to revocation

7.1.4 this Agreement constitutes legal, valid, binding and enforceable obligations of the Borrower



7 1 5 the execution by the Borrower of this Agreement, and the borrowing by it of the Loan and its compliance with this Agreement will not involve or lead to a contravention of

7 1 5 1 any law or official requirement applicable to it

7 1 5 2 (the Borrower being a corporation, partnership, trust or unincorporated association) its constitutional documents, or

7 1 5 3 any contractual or other obligation or restriction which is binding on it or any of its assets

7 1 6 no Event of Default, or event that, with the giving of notice and/or lapse of time or other applicable condition, would constitute an Event of Default, has occurred and is continuing or might result from the making of the Loan or the granting of the Security

7 1 7 there has been no material adverse change in its financial position or state of affairs from that disclosed in the most recent audited accounts delivered to the Lender under clause 8 2

7 1 8 no legal or administrative action involving it has been commenced or taken or, to its knowledge, is likely to be commenced or taken which, in either case, would be likely to have a material adverse effect on its financial position or profitability

7 1 9 it has paid all Taxes applicable to, or imposed on or in relation to, it or its business, and

7 1 10 its liabilities under this Agreement rank at least equal with all its other present and future unsecured obligations, apart from obligations mandatorily preferred by law

## 7 2 Repetition

The representations and warranties contained in clause 7 1 shall survive the execution of this Agreement and shall be deemed repeated on each day during the Loan Term with reference to the circumstances then subsisting

## 8 UNDERTAKINGS

### 8 1 Duration

The Borrower undertakes that the obligations assumed by it in this clause 8 shall continue so long as any part of the Commitment is in force or any amount remains outstanding or payable under this Agreement

### 8 2 Accounts

The Borrower shall send to the Lender, within three calendar months of the end of each of its financial years, its audited accounts for such financial year which will give a true and fair view of the state of affairs of the Borrower at the date of those accounts

### 8 3 Other information

The Borrower shall send to the Lender from time to time, and on demand, such other financial or other information relating to it and its Subsidiaries as may be requested by the Lender, which information shall be true and not misleading and shall not omit any material fact or consideration

### 8 4 Default

The Borrower shall notify the Lender of any Event of Default, or event that, with the giving of notice and/or lapse of time or other applicable condition, might constitute an Event of Default, forthwith upon becoming aware of the occurrence of it

### 8 5 Consents

The Borrower shall obtain, and promptly renew from time to time, all authorisations, approvals, consents and licences required under any applicable law or regulation with respect to this Agreement and it shall comply with the terms of the same

### 8 6 Negative pledge

The Borrower shall not, and shall procure that none of its Subsidiaries shall, without the prior consent of the Lender, create, assume or permit to exist any Encumbrance upon any of its property or assets, whether now owned or hereafter acquired

### 8 7 Disposals

The Borrower shall not, and shall procure that none of its Subsidiaries shall, without the prior consent of the Lender, sell, transfer, lend, lease or otherwise dispose of (in any such case otherwise than for full cash consideration in the ordinary course of trading) all or, in the opinion of the Lender, any substantial part of its business, property or assets, whether by one transaction or by a series of transactions, whether related or not

## 9 SECURITY

9 1 The obligations of the Borrower to the Lender under this Agreement shall be secured by the Security

9 2 The Borrower warrants and represents for the benefit of the Lender that the Borrower has good and marketable title to the Assets, that the Assets are subject to no Encumbrance other than the Security (except any Encumbrance which the Lender approves in writing before the Lender takes the Security or (as the case may be) before the Borrower grants the Encumbrance) and that all information provided by or on behalf of the Borrower to the Lender (and the Lender's agents, including professional advisers) in relation to the Assets is (except as notified by the Borrower to the Lender from time to time) true and accurate in all respects and not misleading

9 3 The value of the Security must not at any time be less than the total amount of the Borrower's Indebtedness to the Lender. The value of the Security shall be determined from time to time promptly on the Lender's demand by an independent professional valuer acceptable to the Lender, and the valuation shall be made on bases or assumptions acceptable to the Lender. The fees and expenses of such valuer for each such valuation (plus any VAT) shall be borne by the Borrower

9 4 If at any time the value of the Security is less than the total amount of the Borrower's Indebtedness to the Lender, the Lender giving notice to the Borrower

9 4 1 the Lender may cancel or suspend the loan facility provided on the terms of this Agreement, for such period as the Lender thinks fit

9 4 2 the Borrower will forthwith prepay part of the Loan to the extent required by the Lender or provide (at the Borrower's cost and expense) additional security in a form and substance satisfactory to the Lender

9 5 The Borrower shall, immediately on demand by the Lender, do and execute any and all further acts, deeds, documents and things as may from time to time be, in the opinion of the Lender, necessary or advisable to perfect the Security and to protect the interests of the Lender under the Security

9 6 The Borrower shall not enter into any obligations in relation to the Assets, whether by way of borrowing from another source, leasing commitments, factoring of debts, granting of guarantees or by any other means except with the prior written consent of the Lender

9 7 The Borrower shall not sell, transfer, lease (or where a lease is already in existence, consent to the lease being assigned) or otherwise dispose of any of the Assets

9 8 The Borrower shall effect and maintain such insurance over the Assets, in such manner and to such extent as is reasonable and customary for a business engaged in the same or a similar activity and the same or similar localities to the Borrower, and otherwise as the Lender may reasonably require

9 9 The Borrower shall not make or threaten to make any material change in the nature of its business as presently conducted except with the prior written consent of the Lender

9 10 The Borrower shall, at its cost and expense, procure that each other person granting any security or guarantee under or in respect of this Agreement shall do observe and perform the terms of this clause 9 in relation to the assets so secured and in relation to any guarantee

## 10 DEFAULT

### 10 1 Event of Default

If any of the following events shall occur whether within or beyond the control of the Borrower and in this clause 10 1 reference to the Borrower means the Borrower or any of its Subsidiaries

10 1 1 any breach occurs of clauses 8 6 or 8 7 or 9, or

10 1 2 any breach by the Borrower occurs of any provision of this Agreement, other than a breach covered by clauses 10 1 1 or 10 1 6 (unless, in the opinion of the Lender, such default is capable of remedy and such default is remedied to the satisfaction of the Lender within 10 Business Days after written notice from the Lender requesting action to remedy the same), or

10 1 3 any representation, warranty or statement made by, or by an officer of, the Borrower in this Agreement or any other notice or document relating to this Agreement is untrue or misleading in a material respect when it is made or deemed to be repeated, or

10.1.4 any Indebtedness of the Borrower becomes due and payable or capable of being declared due and payable prior to its stated maturity date as a consequence of any Event of Default, or

10 1 5 any Indebtedness of the Borrower is not paid when due or, if so payable, on demand, or

10 1 6 the Borrower fails to pay when due or, if so payable, on demand any sum payable under this Agreement or under any document relating to this Agreement, or

- 10.1.7 a meeting (whether formal or informal) of the mortgagor's creditors or any of them is called, or
- 10.1.8 the Borrower becomes, in the opinion of the Lender, unable to pay its debts as they fall due, or
- 10.1.9 any Encumbrance securing any Indebtedness of the Borrower becomes enforceable, or
- 10.1.10 any administrative or other receiver is appointed over any asset of the Borrower, or
- 10.1.11 any assets of the Borrower are subject of any form of execution, attachment, arrest, sequestration or distress, or
- 10.1.12 a bailiff or other officer of the court enforces a warrant of execution against the Mortgagor pursuant to a judgment of the court, or
- 10.1.13 the Borrower (being a sole trader or partnership) presents or allows to be presented a bankruptcy petition within the meaning of the Insolvency Act 1986, or
- 10.1.14 any meeting of the trustees, officers or members of the Borrower (being a partnership, trust or unincorporated association) is summoned for the purpose of considering a resolution or proposal to dissolve or wind up the Borrower, or
- 10.1.15 (the Borrower being a corporation) a winding up or administration order is made in relation to the Borrower, or
- 10.1.16 (the Borrower being a corporation) the members or directors of the Borrower pass a resolution to the effect that it should be wound up, placed in administration or cease to carry on business, or
- 10.1.17 (the Borrower being a corporation) a petition is presented for the winding up, administration or the appointment of a provisional liquidator of the Borrower unless the petition is being contested in good faith and on substantial grounds and is dismissed or withdrawn within 30 days of the presentation of the petition, or
- 10.1.18 the Borrower (being a sole trader) determines or (the Borrower being a partnership) any meeting of the partners or (the Borrower being a trust) any meeting of the trustees or (the Borrower being an unincorporated association) any meeting of the officers or members or (the Borrower being a corporation) any meeting of the members or directors of the Borrower, is summoned for the purpose of considering a resolution or proposal to authorise or take any action of a type described in clauses 10.1.1 to 10.1.17, or
- 10.1.19 in a country other than England, any event occurs or any procedure is commenced in relation to the Borrower that, in the opinion of the Lender, is similar to any of the foregoing in clause 10.1.1 to 10.1.18, or
- 10.1.20 the Borrower ceases or suspends carrying on its business or a part of its business that, in the opinion of the Lender, is material in the context of this Agreement, or
- 10.1.21 any provision of this Agreement the Lender considers material proves to have been or becomes invalid or unenforceable, or
- 10.1.22 any other event occurs or any other circumstances arise or develop including, without limitation a change in the financial position, state of affairs or prospects of the Borrower, in the light of which the Lender considers that there is a significant risk that the Borrower is, or will later become, unable to discharge its liabilities and obligations under this Agreement as they fall due

#### 10.2 Action following Event of Default

If an Event of Default occurs and while it is continuing the Lender may, by notice to the Borrower, terminate the obligations of the Lender under this Agreement, whereupon the same shall be so terminated and/or may declare the Loan, accrued interest thereon, the Credit Charges and all other amounts payable under this Agreement immediately due and payable, whereupon the Loan together with accrued interest on it and all other amounts payable under this Agreement shall become immediately due and payable

#### 10.3 Suspense account

Any money paid to the Lender under this Agreement may, at the discretion of the Lender, be placed in a suspense account and kept there for so long as the Lender see fit

### 11 PAYMENTS

#### 11.1 Time and gross payment

All payments to be made by the Borrower to the Lender under this Agreement shall be made by 2.00 pm on the due date in Sterling and in immediately available funds and to such account as the Lender shall specify and shall be made

11.1.1 without set-off, counterclaim, withholding or condition, and

11.1.2 free and clear of, and without deduction for, or on account of, any present or future Taxes, unless the Borrower is required by law or regulation to make payment subject to any Taxes, in which event such payment shall be increased by such amount as may be necessary to ensure that the Lender receives a net amount, free and clear of all Taxes, equal to the full amount which the Lender would have received had such payment not been subject to such Taxes

## 11 2 Indemnity

The Borrower shall indemnify the Lender against any liability of the Lender in respect of the Taxes referred to in clause

11 1 and shall promptly supply the Lender with copies of applicable tax receipts

## 11 3 Postponement of payment date

If any sum payable by the Borrower under this Agreement becomes due on a day that is not a Business Day, the due date shall be brought forward to the date which is Business Day immediately before the prescribed due date

## 11 4 Accrual

All payments of interest, Credit Charges, fees and any other payments under this Agreement of an annual or periodic nature shall accrue from day-to-day and shall be calculated on the basis of the actual number of days elapsed in a given year

## 12 INDEMNITY

### 12 1 Extent of indemnity

The Borrower shall indemnify the Lender on demand against all costs, expenses, liabilities and losses, including loss of profit and funding losses, sustained or incurred by the Lender as a result of or in connection with

12 1 1 the occurrence and/or continuance of any Event of Default, or event that, with the giving of notice and/or lapse of time or other applicable condition would constitute an Event of Default

12 1 2 the Loan not being borrowed on the date specified in the notice of drawing, other than by reason of a default of the Lender

12 1 3 the receipt or recovery of all or any part of the Loan or any part of it or any other overdue sum otherwise than on the due date, or

12 1 4 as a separate and independent obligation, any claim, order or judgment that results in any sum payable under this Agreement being paid in a currency other than the currency due under this Agreement

## 13 CHANGES IN CIRCUMSTANCES

### 13 1 Illegality

If it becomes unlawful for the Lender to make, maintain or fund the whole or any part of the Loan then, upon receiving notice from the Lender to such effect, the Borrower shall repay to the Lender forthwith the Loan together with accrued interest and all other sums due under this Agreement subject to the provisions of this clause 13 and the Commitment shall terminate upon the Lender giving such notice

### 13 2 Increased costs

If the Lender is at any time of the opinion that the effect of

13 2 1 any applicable law, regulation or regulatory requirements or the interpretation or application thereof or any charge therein, including the imposition of Taxes on payments under this Agreement, or

13 2 2 complying with any applicable directive, request or requirement, whether or not having the force of law, of any central bank or any governmental, monetary or other authority, including any type of liquidity or capital adequacy controls or other banking or monetary controls, is:

(1) to increase the cost to the Lender of making, funding or maintaining the Commitment under this Agreement or being party to this Agreement, or

(2) to reduce the effective return to the Lender of being a party to this Agreement or on its capital, then the Lender shall notify the Borrower as soon as practicable and the Borrower shall, from time to time, pay to the Lender on demand such amounts as the Lender shall specify to be necessary to compensate the Lender for such increased cost or such reduction

### 13 3 Notice to repay arising from change of circumstances

If the Borrower is not willing to continue to compensate the Lender for the increased cost or reduction in return under clause 13 2, the Borrower may give the Lender not less than 10 Business Days' notice of its intention to repay the Loan at the end of the then current Interest Period and the Commitment shall be cancelled on the date on which notice to repay is given

### 13 4 Repayment resulting from change of circumstance

Notice under clause 13.3 shall be irrevocable, and on the date specified in its notice of intended repayment the Borrower shall repay the Loan together with accrued interest, the Credit Charges and all other sums due and payable pursuant to this Agreement

## 14 FEES AND EXPENSES

### 14.1 Fees

The Borrower shall pay to the Lender.

14.1.1 an arrangement fee of 1% of the loan amount, regardless of whether the Loan is borrowed under this Agreement, and

14.1.2 a commitment fee at the rate of 1% a year on the daily undrawn amount of the Loan Amount during the Drawdown Period, such commitment fee to be payable [quarterly] in arrears from and including the Effective Date

### 14.2 Cost and expenses

The Borrower shall pay to the Lender on demand all costs, fees and expenses, including, but not limited to, the Lender's legal fees and expenses, and Taxes thereon incurred by the Lender in connection with

14.2.1 preparing, negotiating and executing this Agreement, and

14.2.2 preserving or enforcing or attempting to preserve or enforce any of its rights under this Agreement

### 14.3 Stamp duties, etc

The Borrower shall also indemnify the Lender against all stamp, documentary and other like duties and Taxes to which this Agreement may be subject or give rise

## 15 MISCELLANEOUS

### 15.1 Notices

Except as otherwise provided for in this Agreement, all notices or other communications under or in respect of this Agreement to any party to this Agreement shall be in writing and shall be deemed to be duly given or made when delivered (in the case of personal delivery or letter) and when despatched (in the case of fax) to such party addressed to it at such address as such party may hereafter specify for such purpose to the other by notice in writing. A written notice includes a notice by a fax

### 15.2 Contractual set-off

The Borrower authorises the Lender, without prior notice, to apply any credit balance in any currency, whether or not then due, which is at any time held by the Lender for the account of the Borrower at any office of the Lender in or towards satisfaction of any sum then due from the Borrower to the Lender under this Agreement and unpaid

### 15.3 Certificates

A certificate or determination of the Lender as to any matter provided for in this Agreement shall be conclusive and binding on the Borrower in the absence of manifest error

### 15.4 Successors and assigns

This Agreement shall be binding upon and inure to the benefit of the Lender and the Borrower and their respective successors and permitted assigns, and references in this Agreement to any of them shall be construed accordingly, provided that the Borrower may not assign or transfer any of its rights and/or obligations under this Agreement without the prior written consent of the Lender

### 15.5 Delay, waiver

No delay or omission on the part of the Lender in exercising any right, power or remedy under this Agreement shall impair such right, power or remedy or be construed as a waiver thereof or of any other right, power or remedy

### 15.6 Severability

If any provision of this Agreement is or subsequently becomes void, unenforceable or illegal that shall not affect the validity, enforceability or legality of the other provisions of this Agreement

### 15.7 Rights of third parties

No person other than the Lender and the Borrower shall have any rights under this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999, and neither the Lender nor the Borrower require the consent of any third party in relation to this Agreement

### 15.8 Entire Agreement


This Agreement represents the entire agreement between the Lender and the Borrower and supersedes all prior representations (other than fraudulent misrepresentations) and agreements concerning the subject matter of this Agreement

15.9 Law and jurisdiction

This Agreement shall be governed by and construed in accordance with English law. The courts of England shall have exclusive jurisdiction to settle any disputes which may arise out of, or in connection with, this Agreement.

IN WITNESS of which the Lender and the Borrower have executed this Agreement below, on the dates shown below

Signed by the Lender

 16/5/16

Signed by the Borrower  
on [Date]

X  X  
M BOZMAN

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

Signed as a deed by the said Ackery  
Brands Ltd acting by its authorised  
Michael Steven Bozman signatory, in  
the presence of




**BORROWER**



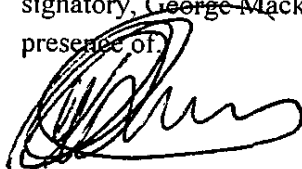
Signature of witness

Name of witness *MARY JANE HALE*  
Address *9 JEWELL SIDE MILL BENTLEY WOLVERHAMPTON*  
Occupation *PA*

Signed as a deed by the said MRRT  
Limited acting by its authorised  
signatory, George Mackison in the  
presence of



**LENDER**



Signature of witness

Name of witness *MARTIN LINLEY*  
Address *40 THE GARDEN HOUSE, QUEEN ELIZABETH DRIVE PERSHORE*  
Occupation *LENDING MANAGER*