



Registration of a Charge

Company name: **PEMBERSTONE VENTURES LIMITED**

Company number: **08659981**



X4G8BCK0

Received for Electronic Filing: **18/09/2015**

Details of Charge

Date of creation: **10/09/2015**

Charge code: **0865 9981 0002**

Persons entitled: **PEMBERSTONE VENTURE FUNDING LIMITED**

Brief description: **ALL AND ANY FREEHOLD AND LEASEHOLD LAND NOW OR AT ANY TIME IN THE FUTURE OWNED BY THE COMPANY. ALL AND ANY INTELLECTUAL PROPERTY OR RIGHTS IN INTELLECTUAL PROPERTY NOW OR AT ANY TIME IN THE FUTURE OWNED BY THE COMPANY.**

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: **DAVID ANNETTS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8659981

Charge code: 0865 9981 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th September 2015 and created by PEMBERSTONE VENTURES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th September 2015 .

Given at Companies House, Cardiff on 21st September 2015

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

10th September

2015

(1) PEMBERSTONE VENTURES LIMITED

- and -

(2) PEMBERSTONE VENTURE FUNDING LIMITED

DEBENTURE

relating to the entire property assets and
undertaking of Pemberstone Ventures
Limited

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THIS DEBENTURE is made on

10th September

2015

BETWEEN:

- (1) **PEMBERSTONE VENTURES LIMITED** (registered in England and Wales with number 8659981) whose registered office is at Whittington Hall, Whittington Road, Whittington, Worcester WR5 2ZX (the "**Company**"); and
- (2) **PEMBERSTONE VENTURE FUNDING LIMITED** incorporated and registered in England and Wales with company number 8757757 whose registered office is at Whittington Hall, Whittington Road, Whittington, Worcester WR5 2ZX (the "**Lender**").

WITNESSES as follows:

1. COVENANT TO PAY

The Company covenants when the same shall be or become due or, in the absence of any specified due date, on demand to pay and discharge to the Lender without set off counterclaim withholding or deduction all monies, obligations and liabilities whether principal, interest or otherwise which may now or at any time in the future be due owing or incurred by the Company to the Lender whether actual or contingent and whether alone, severally or jointly as principal, guarantor, surety or otherwise and in whatever name or style and whether on any current or other account or in any other manner together with interest charges and other expenses so that interest at the rate agreed between the parties from time to time shall be calculated and paid to the Lender as agreed between the parties from time to time and after as before any demand made or judgment obtained hereunder (the "**Secured Liabilities**").

2. CHARGE

2.1 The Company with full title guarantee and as a continuing security charges with the payment or discharge of the Secured Liabilities:

2.1.1 by way of first legal mortgage any freehold leasehold or other immovable property now vested in the Company together with all buildings, trade and other fixtures, fixed plant and all machinery of the Company from time to time thereon;

2.1.2 by way of first fixed charge, the chattels (including all additions and improvements to, and replacement of, them from time to time) securities and intellectual property;

2.1.3 by way of first fixed charge:

2.1.3.1 all other freehold leasehold and other immovable property wherever situated now or in the future belonging to the Company together with all buildings, trade and other fixtures, fittings, fixed plant and machinery of the Company from time to time thereon;

2.1.3.2 all chattels now or at any time afterwards belonging to the Company, excluding any of them which form part of the stock in trade or work in progress of the Company or which are, for the time being effectively charged by way of legal mortgage or fixed charge by this Debenture;

2.1.3.3 all plant and machinery now or in the future belonging to the Company other than fixed plant and machinery;

2.1.3.4 the benefit of all rights, licences, guarantees, rent and other deposits, contracts, negotiable instruments, bills of exchange, promissory notes, deeds, undertakings and warranties relating to land or other property and/or to any trade or business from time to time carried on by the Company;

2.1.3.5 all cash at bank, book debts and other debts now or in the future due or owing to the Company;

2.1.3.6 all monetary claims and any rents, licence fees or other payments due from any lessee, licensee or occupier of any immovable property wherever situated now or at any time afterwards due, owing or incurred to the Company. In addition, the full benefit of all guarantees and securities for them and all liens, reservations of title and other rights enabling the Company to enforce any such debts or claims. This excludes such debts and claims (if any) as the Lender may from time to time have agreed in writing with the Company

which shall not be subject to this fixed charge and also such debts and claims as charged in accordance with clause 2.1.3.5 above;

2.1.3.7 all stocks, shares, debentures, bonds, loan capital and other securities now or in the future belonging to the Company together with all rights to subscribe to or convert other securities into or otherwise acquire any such securities and dividends, interest and other income and all other rights deriving therefrom;

2.1.3.8 the goodwill of the Company and its uncalled capital for the time being;

2.1.3.9 all policies of life insurance or assurance and all rights and claims to which the Company is now, or may at any time from now become entitled in relation to the proceeds of any of term or of any other policies of insurance of any description;

2.1.3.10 all rights in other property to which the Company is now, or at any time from now become entitled as a result of, or in connection with, any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in any jurisdiction;

2.1.3.11 all patents, trade marks, service marks designs, utility models, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights chooses in action and claims and all fees, royalties and other rights of every kind deriving therefrom now or in the future belonging to the Company, including applications in respect of such rights and whether situated in the United Kingdom or abroad;

2.1.3.12 the benefit of all agreements for the provision by the Company to any person of any loan or credit or other financial accommodation of any description (including, without limitation, any finance leases and hire or hire-purchase

agreements) now, or at any time afterwards, entered into by the Company; and

2.1.3.13 the proceeds of sale of any property mentioned above;

2.1.4 by way of first floating charge the whole of the Company's undertaking and all its property and assets whatsoever and wheresoever present and future other than the property and assets from time to time effectively charged to the Lender by way of legal mortgage or fixed charge by this Debenture and recognised as effectively so charged under the laws of the jurisdiction in which the same is situated.

2.2 The Lender may convert the floating charge at any time by notice in writing to the Company into a fixed charge as regards all the property and assets which for the time being are the subject of such floating charge or, as the case may be, such of the said property and assets as are specified by such notice.

2.3 The floating charge created by this Debenture shall unless otherwise agreed in writing by the Lender automatically and without notice be converted into a fixed charge in the event that:

2.3.1 the Company shall create or permit to subsist any security interest as described in clause 3.1.1 other than this Debenture;

2.3.2 if and when any person levies or notifies the Company that it intends to levy any distress execution sequestration or other process against the assets or undertaking of the Company;

2.3.3 if and when the Company ceases to carry on business or to be a going concern;

2.3.4 if the Company is in material breach of this Debenture or any other security given to the Lender;

2.3.5 if any of the liabilities become due and outstanding prior to their stated maturity.

2.4 The Company shall immediately notify the Lender if any of the above events occur and in any event the ability of the Company to deal in any way with its

assets which had previously been subject to the floating charge shall cease except to the extent that the Lender may otherwise agree in writing.

- 2.5 The security from time to time constituted by or pursuant to this Debenture shall be in addition to and shall not prejudice, determine or affect any other security which the Lender may from time to time hold for or in respect of all or any part of the Secured Liabilities hereby secured. No prior security held by the Lender over the property charged by this Debenture or any part of it shall merge in the security created hereby or pursuant hereto which will remain in force and effect as a continuing security until discharged by the Lender.

3. RESTRICTIONS ON DEALING

- 3.1 The Company represents warrants and undertakes that:

- 3.1.1 it is and will be the sole beneficial owner with full title guarantee of all of the assets charged by this Debenture free from any encumbrances and will not create or attempt to create or permit to subsist or arise any mortgage, charge, pledge, hypothecation, lien or other security interest or encumbrance on any of its assets other than this Debenture;
- 3.1.2 it shall not without the prior written consent of the Lender sell, part with, transfer, lease, lend, licence or otherwise dispose of the whole or any part of its undertaking or (save in respect of those assets which are subject to the floating charge and are sold in the normal course of trading at not less than market value) of its assets or enter into any agreement or grant any option for any such sale, transfer, lease, loan, licence or other disposal;
- 3.1.3 it shall not without the prior written consent of the Lender part with possession of any freehold leasehold or other property which is subject to the fixed charge, allow any person other than the Company to make use of such property, permit any such property to leave the possession of the Company or England or Wales, other than in connection with the business of the Company; and
- 3.1.4 it shall not without the prior written consent of the Lender release, compound, set off, grant time or agree to make any other arrangements in respect of, or in another way deal with all, all or any material part of

the debt owed to the Company except as expressly allowed by this Debenture.

4. COVENANTS BY THE COMPANY

4.1 The Company represents and warrants to the Lender that:

4.1.1 it has and shall have the necessary power and authorisations to enter into and perform its obligations under this Debenture and any other security documents entered into for the benefit of the Lender and such power and authority shall remain in full force and effect during the subsistence of the security constituted by this Debenture;

4.1.2 this Debenture constitutes its valid and legally binding and enforceable obligations and is a security over the entire property assets and undertaking of the Company, effective in accordance with its terms;

4.1.3 it shall:

4.1.3.1 keep all buildings and all plant machinery fixtures and fittings and records in good repair, condition and order and shall permit any person or persons nominated by the Lender free access at all reasonable times to view the state, repair or condition of these and all other assets and/or take copies and extracts from such records; and

4.1.3.2 whenever any of the said buildings, fixtures, fittings or plant and machinery are destroyed, damaged or deteriorates, immediately repair, replace and make good the same;

4.1.4 it will not without the prior written consent of the Lender:

4.1.4.1 pull down or remove the whole or any part of any buildings forming part of the land charged by this Debenture;

4.1.4.2 sever or unfix or remove any of the fixtures or fittings; or

4.1.4.3 except for the purpose of effecting necessary repairs to them or of replacing the same with new or improved models or

substitutes, remove any of the plant and machinery belonging to, or in use by, the Company;

4.1.5 it will obtain, maintain and comply with all licences, consents and other authorisations (including, without limitation, environmental permits) and effect all registrations which may be necessary or desirable in relation to all or any part of the charged property or any business or other activity from time to time carried on by the Company;

4.1.6 it will not without the prior written consent of the Lender:

4.1.6.1 carry out, or allow to be carried out, on any land charged by this Debenture, any development as defined in the Town and Country Planning Act 1990;

4.1.6.2 enter into any agreement under Section 106 of the said Act; or

4.1.6.3 change, or allow to be changed, the use of any such land;

4.1.7 it will:

4.1.7.1 observe and perform all covenants, stipulations and conditions which from time to time affect the use or possession of the charged property whether arising under any lease or other agreement under which the charged property is held;

4.1.7.2 punctually pay all rents and other payments becoming due, or to become due, under any lease or other agreement mentioned above;

4.1.7.3 enforce the observance and performance of other parties' obligations under any lease or other agreement mentioned above;

4.1.7.4 if the Lender so requires, produce to the Lender evidence sufficient to reasonably satisfy it that the requirements mentioned above have been complied with;

4.1.8 it will:

4.1.8.1 comply in all material respects with all statutory and other regulations affecting the Company and the charged property. This will include all environmental laws and environmental permits applicable from time to time to all or any part of the charged property or any business or other activity from time to time carried on by the Company;

4.1.8.2 not allow any circumstances to arise which could lead:

- (a) to any competent authority or other person taking action, or making a claim under any environmental laws (including the requirement to clean up any contaminated land or the revocation, suspension, variation or non-renewal of any environmental permit); or
- (b) to the Company having to take action to prevent the possibility of any such action or claim;

4.1.8.3 indemnify each of the Lender, the Administrator or Receiver (and their respective officers, agents and delegates) against all costs, expenses and liabilities properly incurred (directly or indirectly) as a result of any non-compliance or alleged non-compliance with any environmental laws in relation to all or any part of the charged property or anything done or not done on it at any time;

4.1.9 it will:

4.1.9.1 within 7 days after becoming aware of the same, give full particulars to the Lender of any notice, order, direction, designation, resolution or proposal affecting all or any part of the charged property or (in the case of any land) the locality in which it is situated, given or made by any planning authority or other public body or authority whatsoever (including, without limitation, any licensing authority);

4.1.9.2 immediately, and at the cost of the Company, take all reasonable and necessary steps to comply with any of the matters

mentioned in 4.1.9.1 above and make (or join with the Lender in making) such objections or representations in respect of them;

4.1.10 it will permit the Lender, its agents and any person authorised by it, to enter any land charged by this Debenture or on which any other part of the fixed charged property is situated, at all reasonable times and on reasonable notice (except in case of emergency) for the purpose of inspecting or valuing any of the fixed charged property and if the Lender calls for such a valuation (which it is entitled to do) that shall be at the expense of the Company;

4.1.11 it will not without the prior written consent of the Lender:

4.1.11.1 grant or vary, or agree to grant or vary, any licence or tenancy affecting any land charged by this Debenture;

4.1.11.2 exercise the powers of leasing, or agreeing to lease, or of accepting or agreeing to accept surrenders of leases conferred by Sections 99 or 100 of the Law of Property Act 1925;

4.1.11.3 in any other way, dispose, or agree to dispose of, or create, any legal or equitable estate or interest in any land charged by this Debenture;

4.1.11.4 negotiate, settle or waive any claim for loss, damage or other compensation (including without limitation compulsory purchase compensation) affecting any land charged by this Debenture; or

4.1.11.5 apply for an improvement or other grant or do anything which might result in any land charged by this Debenture being subject to any statutory charge;

4.1.12 it will ensure that, without the written consent of the Lender:

4.1.12.1 no person other than the Company shall be registered under the Land Registration legislation in force from time to time as proprietor of any land charged by this Debenture;

4.1.12.2 no person shall become entitled to any proprietary right or interest which may adversely affect the value of such land (unless such entitlement exists at the date of this Debenture or at the time of the acquisition of such land by the Company) and the Company shall indemnify the Lender for all expenses reasonably incurred by the Lender in lodging from time to time cautions or notices against the registration of title to any such land;

4.1.13 it will:

4.1.13.1 permanently keep all tangible moveable property forming part of the fixed charged property at such premises as the Lender may from time to time reasonably approve in writing;

4.1.13.2 keep such fixed charged property within England and Wales and notify the Lender upon request of the location of such fixed charged property from time to time;

4.1.13.3 upon written notice from the Lender, keep such fixed charged property at the premises so notified or at such other premises as may be reasonably authorised in writing by the Lender;

4.1.13.4 pay all costs for the relocation of any of the fixed charged property;

4.1.14 it will ensure that there is fixed to all tangible movable property forming part of the property which is subject to the fixed charge in a prominent position a plaque containing the following words "NOTICE OF CHARGE. This property and accessories are subject to a first fixed charge in favour of Pemberstone Venture Funding Limited" or in such other form as the Lender may require;

4.1.15 it shall:

4.1.15.1 insure and keep insured such of its property as is insurable with such insurer and against such risks and in such amounts and otherwise in such terms as the Lender may reasonably require. In any event or if the Lender makes no requirement

then the Company will maintain such insurances as are normally maintained by prudent companies carrying on similar businesses;

4.1.15.2 see that if so requested the interest of the Lender is noted upon all policies of such insurance or, if the Lender shall require, in the joint names of the Company and the Lender;

4.1.15.3 if the Lender requires, it will produce or deposit with the Lender all such policies and receipts for all premium and other payments necessary for effecting and maintaining such insurances;

4.1.15.4 punctually pay all premiums and other monies necessary for keeping up such insurances or any other insurances as may be referred to in clause 2.1.3.9;

4.1.15.5 ensure that it complies with the terms of the insurances and shall not do or permit to be done anything which might adversely affect or increase the premium payable on such policies or make void or voidable any insurance effected;

4.1.15.6 promptly notify the Lender of anything which might give rise to a claim under such policies;

4.1.16 it shall subject to any rights of a lessor apply any insurance proceeds in making good the loss or damage or at the Lender's option in or towards the discharge of the Secured Liabilities and shall hold all such proceeds on trust for the Lender until such time as they are applied in accordance with this provision (or at the Lender's option direct that all sums payable under such insurance policies be paid directly to the Lender to apply in accordance with this clause);

4.1.17 it shall:

4.1.17.1 get in and realise the debts in the ordinary course of its business (which shall not extend to selling or assigning or in any other way factoring or discounting them);

- 4.1.17.2 pay the proceeds of such getting in and realisation, and all other monies received in respect of the fixed charged property, into such separate and denominated accounts as the Lender shall from time to time nominate in writing for such purpose or as the Lender may otherwise from time to time require;
- 4.1.17.3 pending such payment, hold such proceeds and other monies upon trust for the Lender;
- 4.1.17.4 except with the prior written consent of the Lender, not be entitled to withdraw or transfer from any such account any monies standing to the credit of such account;
- 4.1.18 it shall take all necessary steps to prevent any infringement (including unauthorised access or use) of any intellectual property rights owned by the Company and do all things necessary to ensure that the intellectual property to which the Company is or may become entitled is valid and subsisting and remains vested in the Company and to maintain its value and make all applications and pay all costs and fees in connection with the same;
- 4.1.19 it shall promptly comply will all reasonable requirements of the Lender in respect of any securities held by it and shall not exercise any of its rights and powers in such a way as would, in the Lender's reasonable opinion, adversely affect the value of the security created by this Debenture and if so required shall deposit all certificates or documents of title to such securities with the Lender and until the discharge of the security created by this Debenture shall hold all monies received in connection with such securities on trust for the Lender or shall apply such sums in reducing the liabilities owed to the Lender;
- 4.1.20 it shall permit its bankers to furnish directly to the Lender from time to time upon request full statements and particulars of all the Company's accounts with that bank and such other financial statements information respecting the assets and liabilities of the Company as are from time to time available to the bank;

- 4.1.21 it shall subject to the rights of any prior mortgagee deposit with the Lender all deeds certificates and documents constituting or evidencing title to the property or any part thereof charged by this Debenture and all insurance policies;
 - 4.1.22 it shall at all times keep the assets which are subject to the fixed charge separate and distinct from any other property whatsoever whether belonging to the Company or to any other person;
 - 4.1.23 it shall provide the Lender with all financial and other information with respect to the assets, liabilities and affairs of the Company and its subsidiaries and associated companies (if any) (including details of litigation whether in progress, pending or threatened and the location of assets) that the Lender may from time to time reasonably require;
 - 4.1.24 it shall conduct and carry on its business in a proper and efficient manner and keep proper books of account relating to such businesses and shall not make any material alteration in the nature of its business which would constitute a change from the business carried on at the date of this Debenture.
- 4.2 If the Company shall fail to satisfy the Lender that it has performed any of its obligations under clause 4.1 then the Lender may take such steps as it considers appropriate to procure the performance of such obligation and shall not thereby be deemed to be a mortgagee in possession and the monies expended by the Lender shall be reimbursed by the Company on demand and until so reimbursed shall carry interest as mentioned in clause 1 from the date of payment to the date of reimbursement.

5. ENFORCEMENT

- 5.1 This Debenture shall become enforceable and the Lender may demand the immediate payment in full of the Secured Liabilities if:
- 5.1.1 any of the Secured Liabilities shall not be paid or discharged by the Company in accordance with clause 1; or

- 5.1.2 the Company shall be in breach of any provision of this Debenture or of any agreement including security documents containing any terms and conditions of or applicable to the Secured Liabilities;
- 5.1.3 the Company is or is found to be insolvent or stops or suspends payments of its debts or is (or is deemed to be) unable or admits inability to pay its respective debts as they fall due or proposes or enters into any composition or other arrangement for the benefit of its creditors generally or proceedings are commenced in relation to the Company under any law, regulation or procedure relating to reconstruction or adjustment of debts;
- 5.1.4 any step is taken for the winding up of the Company or any order is made by any competent Court or any resolution is passed by the Company for its winding up or dissolution or for the appointment of a liquidator of the Company except for the purposes of an amalgamation or reconstruction on terms and conditions which shall have first been approved in writing by the Lender;
- 5.1.5 an encumbrancer shall take possession of or a receiver shall be appointed over or any secured creditor of the Company shall seek or be entitled to seek to enforce his security in respect of all or any of the property or assets charged by this Debenture;
- 5.1.6 any step is taken for the administration of the Company; or
- 5.1.7 any other event shall take place which in the opinion of the Lender puts in jeopardy all or any part of the security created by this Debenture.
- 5.2 Section 103 and 109 the Law of Property Act 1925 shall not apply and the statutory power of sale, leasing and all other powers under that or any other Act as varied or extended by this Debenture shall arise on and be exercisable at any time after any of the events set out in clause 5.1 have occurred.
- 5.3 Section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages shall not apply to this Debenture.

6. RECEIVER

- 6.1 The floating charge created by this Debenture relates to the whole or substantially the whole of the Company's undertakings and is intended to be a qualifying floating charge as defined by paragraph 14 of schedule B1 to the Insolvency Act 1986 (inserted by section 248 of and schedule 16 to the Enterprise Act 2002).
- 6.2 At any time after this Debenture has become enforceable or if the Company so requests in writing the Lender may without further notice to the Company appoint by writing under hand or under seal any one or more persons either singly, jointly, severally or jointly and severally to be a receiver, receiver and manager, administrator or administrative receiver as the case may require (each a "**Receiver**") of all or any part of the property charged by this Debenture and either at the time or appointment or any time thereafter may fix his or their remuneration and except as otherwise required by statute may remove any such Receiver and appoint another or others in his or their place.

7. POWERS OF RECEIVER

- 7.1 Any Receiver shall have all the powers conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on mortgagors, mortgagees in possession (but without liability as such), receivers and administrators appointed under those Acts which in the case of joint receivers may be exercised either jointly or severally.
- 7.2 In addition, but without prejudice to the generality of the foregoing clause 7.1 the Receiver shall have power (in the name of the Company or otherwise and in such manner and on such terms and conditions and for such payment and consideration as he shall think fit) to:
- 7.2.1 take possession of, collect and get in all or any part of the property in respect of which he is appointed and for that purpose to take any proceedings or receive any payments in connection therewith;
- 7.2.2 carry on, manage, develop, reconstruct, amalgamate or diversify or concur in taking such action in connection with the business of the Company;

- 7.2.3 raise money from the Lender or others on the security of any property charged by this Debenture which may be in priority to the security created by this Debenture only with the Lender's written consent;
- 7.2.4 purchase or acquire any land or body corporate (or interest therein) and grant any interest in or right over land;
- 7.2.5 sell, assign, transfer (or concur in the same) let or concur in letting and terminate or accept surrenders of leases or tenancies of any of the property charged by this Debenture and to carry any such transactions into effect;
- 7.2.6 sell, assign let or otherwise dispose of or concur in selling, assigning, letting or otherwise disposing of or deal with all or any of the property in respect of which he is appointed (including the disposal of fixtures, plant and machinery separately from the premises to which they are fixed or contained);
- 7.2.7 make any arrangement or compromise between the Company and any other person which he may think expedient;
- 7.2.8 take, defend or participate in any proceedings (including without limitation arbitration proceedings) as he may reasonably consider to be expedient;
- 7.2.9 make and effect all repairs, improvements and insurances;
- 7.2.10 purchase materials, tools, equipment, goods or supplies;
- 7.2.11 call up any uncalled capital of the Company with all the powers conferred by the articles of association of the Company in relation to calls;
- 7.2.12 employ, engage and appoint managers and other employees and professional advisers at such remuneration as he shall think fit;
- 7.2.13 delegate by power of attorney or otherwise all or any of the powers, authorities and discretions which for the time being are held by the Receiver;

- 7.2.14 perform, repudiate, rescind, vary, enforce, disclaim or enter into any arrangement or compromise any contracts or agreements which he may consider expedient;
- 7.2.15 apply for or take such other steps as the Receiver reasonably considers necessary or desirable to obtain (in the name of a nominee or otherwise) such licences, consents, permits and approvals;
- 7.2.16 give valid receipts for all monies and execute all discharges assurance and things which may be proper or desirable for realising the assets or any part of them
- 7.2.17 make elections for value added tax purposes as the Receiver may reasonably think fit;
- 7.2.18 do all such other acts and things as may be considered to be incidental or conducive to any other matters or powers aforesaid or to the realisation of the security constituted by this Debenture and which he lawfully may or can do (including compliance with any act or things done or omitted to be done by the Company under the terms of this Debenture);
- 7.2.19 exercise any of the above powers on behalf of the Company or the Receiver or in the case of clause 7.2.11 on behalf of the Directors of the Company.

7.3 Any Receiver appointed under this Debenture whether acting solely or jointly shall be deemed to be the agent of the Company and to be in the same position as a receiver appointed under the LPA and the Company shall be solely responsible for his acts omissions defaults losses and misconduct and for his costs, charges, expenses and other remuneration and the Lender shall not be in any way liable or responsible either to the Company or to any other person whatsoever for any of them.

8. POWERS OF THE LENDER

8.1 The Company further covenants and agrees with the Lender that the Lender may exercise in the name of the Company or otherwise at any time after this Debenture has become enforceable and without any further consent or authority on the part

of the Company in respect of the Securities any voting rights and all powers given to trustees by sections 10(3) and (4) of the Trustee Act 1925 (as amended by section 9 of the Trustee Investments Act 1961) in respect of securities or property subject to a trust and any powers or rights which may be exercisable by the person in whose name any securities is registered or by the bearer thereof.

- 8.2 At any time after this Debenture becomes enforceable (and notwithstanding the appointment of a Receiver or attorney) or if requested by the Company the Lender may without further notice and without first appointing a Receiver exercise all or any of the powers conferred on mortgagees by the Law of Property Act 1925 as varied or extended by this Debenture and all the powers authorities and discretions conferred expressly or by implication on any Receiver in this Debenture or conferred by statute or common law.
- 8.3 It shall be lawful for the Lender or any Receiver at any time to exercise for and on behalf of the Company any or all of the powers conferred on a landlord or tenant by the Landlord and Tenant Acts 1927 and 1954 in respect of the assets secured by this Debenture but without any obligation to exercise any of such powers and without any liability for powers so exercised and the Company hereby covenants with the Lender that it will promptly deliver to the Lender all notices served on the Company in respect of the assets under the said Acts.
- 8.4 At any time after this Debenture shall have become enforceable, or after any powers conferred by any interest having priority to the security created by this Debenture shall have become exercisable, the Lender may redeem such or any other prior interest or arrange the transfer of it to itself. It may settle and pass the accounts of any third party concerned and any account so settled and passed shall be conclusive and binding on the Company. All monies paid by the Lender to the third party in accordance with such accounts shall as from such payment be due from the Company to the Lender on current account and shall bear interest and be secured as part of the debt.
- 8.5 The rights and remedies of the Lender under this Debenture are in addition to, and not in substitution for, any rights or remedies provided by law.
- 8.6 The restriction on the right of consolidating mortgages contained in Section 93 of the Law of Property Act 1925 shall not apply to this Debenture.

8.7

8.7.1 If the Company at any time fails to perform and observe the terms and obligations contained in this Debenture, the Lender may (but without being under any duty to do so) take such steps as in its reasonable opinion may be required to remedy such failure; and

8.7.2 this includes, without limitation, making any payment and, for the purpose mentioned in 8.7.1 above, the Lender and its agents may enter upon any land of the Company without being regarded as having entered into possession of it.

9. APPLICATION OF PROCEEDS

9.1 Any monies received by the Lender or any Receiver shall, subject to the repayment of any claims having priority to the charges created by this Debenture, be applied in the following order but without prejudice to the right of the Lender to recover any shortfall from the Company:

9.1.1 in the payment of all costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise of all or any of his powers and of all outgoings paid by him including without limitation the repayment;

9.1.2 in the payment of the Receiver's remuneration at such rate as may be agreed by the Lender;

9.1.3 in or towards the satisfaction of the Secured Liabilities in such order as the Lender in its absolute discretion thinks fit;

9.1.4 in payment of the surplus (if any) to the person or persons entitled to it.

9.2 All monies received, recovered or realised by the Lender under this Debenture (including any proceeds of insurance) may be credited at the discretion of the Lender to any separate account and may be held in such account for so long as the Lender shall think fit pending its application from time to time in or towards the discharge of any of the Secured Liabilities.

10. PROTECTION OF THIRD PARTIES

No person dealing with a Receiver or the Lender shall be concerned to enquire whether any power which he or it is purporting to exercise has become and is still exercisable or whether any money is due under this Debenture or as to the application of any money paid, raised or borrowed or as to the propriety or regularity of any sale by or other dealing with such Receiver or the Lender.

11. INDEPENDENCE OF SECURITY

11.1 This Debenture shall be in addition to, and independent of, every other security which the Lender may at any time hold for any debt owed by the Company to the Lender.

11.2 No prior security held by the Lender over all or any of the charged property shall merge in the security created by this Debenture.

11.3 This Debenture shall remain in full force and effect as a continuing security unless and until the Lender discharges it.

12. DISCHARGE OF SECURITY

12.1 The security constituted by this Debenture shall be continuing and shall not be considered as satisfied or discharged by any intermediate payment or settlement of the whole or any part of the Secured Liabilities and shall be binding until all of the Secured Liabilities have been discharged in full to the satisfaction of the Lender and the Lender has ceased to have any obligation whether actual or contingent to make any credit or facility available to the Company.

12.2 Any settlement, discharge or release between (i) the Company and (ii) the Lender, the Administrator or the Receiver (the "**Relevant Person(s)**") shall be conditional upon no security given, or payment made, to the Relevant Person(s) by the Company (or any other person) being avoided or reduced as a result of any provisions or enactments relating to insolvency for the time being in force in any jurisdiction. In the event of such security or payment being avoided or reduced, the Relevant Person(s) shall be entitled to recover the value or amount of such security or payment from the Company subsequently as if such settlement, discharge or release had not occurred.

12.3 Notwithstanding any other provision of this Debenture, or any release, settlement, discharge or arrangement given or made by the Lender, the Lender may retain the security created by this Debenture (and all documents evidencing title to the charged property or any part of it deposited with it) following the payment and discharge in full of the debt for a period of two years and one month after such discharge. If at any time during the said period, any step taken for the Administration or winding-up (whether voluntary or compulsory) of the Company or any analogous proceedings shall be commenced, the Lender may continue to retain this security and the documents mentioned above for such further period as the Lender may reasonably determine. The security created by this Debenture and documents relating to it shall be deemed to have continued to have been held as security for the debt.

13. ENTRY INTO POSSESSION

If the Lender or any Receiver shall enter into possession of the property hereby charged or any part thereof it or he may from time to time and at any time go out of such possession. Neither the Lender nor any Receiver shall in any circumstances (either by reason of any entry into or taking of possession of any such property or for any other reason and whether as mortgagee in possession or on any other basis) be liable to account to the Company for anything except its or his actual receipts or be liable to the Company for any loss or damage arising from any realisation of the property hereby charged or from any act default or omission in relation thereto.

14. POWER OF ATTORNEY

14.1 The Company irrevocably appoints the Lender any Receiver and any person nominated by the Lender jointly and also severally to be the attorney of the Company with the power of substitution and in its name and otherwise on its behalf and as its act and deed to do all things which the Company may be required to do under this Debenture and to sign or execute all deeds instruments and documents which the Lender or any Receiver may require or deem proper for any of the purposes of or which the Company ought to do under this Debenture.

14.2 The Company agrees to ratify and confirm anything such attorney shall do or attempt to do in the exercise of any of its powers mentioned above or otherwise under this power of attorney.

15. FURTHER ASSURANCE

- 15.1 The Company shall immediately notify the Lender of any contract conveyance transfer assignment or other disposition, or the acquisition by the Company or any nominee on its behalf of any properties, intellectual property or securities and shall if the Lender so requires enter into such security instruments as the Lender shall deem necessary to perfect the Lender's security interest therein.
- 15.2 The Company agrees that in order to improve or perfect the security granted hereunder, upon demand by the Lender from time to time it shall (at its own cost) execute and deliver a formal assignment of all or any part of the secured assets and of any sums payable under any contracts or any leases now or hereafter to come into existence and that pending any such assignment the Company shall hold the same upon trust for the Lender and subject to the provisions of this Debenture.
- 15.3 The Company shall (at its own cost) whenever requested by the Lender immediately execute and sign all such deeds and documents and do all such things as the Lender may require at the Company's cost over any property or assets specified by the Lender for the purpose of perfecting or more effectively providing security to the Lender for the payment and discharge of the Secured Liabilities.

16. COSTS AND INDEMNITY

- 16.1 All costs, charges and expenses incurred by the Lender in relation to this Debenture or the Secured Liabilities shall be reimbursed by the Company to the Lender on demand on a full indemnity basis and until so reimbursed shall carry interest as mentioned in clause 1 from the date of payment to the date of reimbursement and be secured on the property charged by this Debenture.
- 16.2 The Lender and every Receiver, attorney or other person appointed by the Lender under this Debenture and their respective employees shall be entitled to be indemnified on a full indemnity basis in respect of all liabilities and expenses incurred by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the powers authorities or discretions vested in them under this Debenture and against all actions, proceedings, losses, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the property charged by this Debenture and the Lender and any

such Receiver may retain and pay all sums in respect of the same out of the monies received under the powers conferred by this Debenture.

17. CONSENTS

17.1 Any waiver or consent or approval required from the Lender shall only be effective if given in writing and then only for the purpose and upon the terms and conditions if any on which it is given.

17.2 Where the words "without the Lender's written consent" appear in any clause, the Lender will not unreasonably withhold consent. The Company agrees that it is reasonable for the Lender to refuse to consent to something if, in the Lender's reasonable opinion, it adversely affects or might affect:

17.2.1 the Lender's security under this Debenture and its ability to enforce it;

17.2.2 the value of that which is secured to the Lender and its ability to sell the same;

17.2.3 the Lender's ability to recover the debt; or

17.2.4 the assessment of the value of this Debenture as an asset of the Lender.

17.3 Where the words "the Lender reasonably requires" appear in any clause, the Company agrees that it is reasonable for the Lender to require something if, in the Lender's reasonable opinion, it will or might assist in:

17.3.1 the preservation of the Lender's security under this Debenture or the value of that which is secured by it; or

17.3.2 the Lender's ability to recover the debt.

18. MISCELLANEOUS

18.1 The Lender may, without discharging or in any way affecting the security created by this Debenture or any remedy of the Lender, grant time or other indulgence or abstain from exercising or enforcing any remedies, securities, guarantees or other rights which it may now or in the future have from or against the Company and may make any arrangement, variation or release with

any person or persons without prejudice either to this Debenture or the liability of the Company for the Secured Liabilities.

- 18.2 The Lender shall have a full and unfettered right to assign the whole or any part of the benefit of this Debenture and the expression the "**Lender**" shall include its successors and assigns and the Lender shall be entitled to disclose any information to any actual or prospective assignee successor or participant or any of its group companies. The Company shall not be entitled to assign the whole or any part of its obligations under this Debenture or enter into any arrangements which would result in any of those obligations passing to another person.
- 18.3 The provisions of this Debenture shall be severable and if at any time any one or more such provisions is or becomes invalid illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not in any way be impaired.
- 18.4 If any invalid or unenforceable clause or paragraph (or part thereof) would not be invalid or enforceable if its form or effect were modified in any way, it shall be deemed to have the modified form or effect so long as the Lender consents.
- 18.5 The rights and remedies of the Lender provided by this Debenture are cumulative and are not exclusive of any rights, powers or remedies provided by law and may be exercised from time to time and as often as the Lender may deem expedient.
- 18.6 Any reference in this Debenture 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.
- 18.7 This Debenture may be executed in any number of counterparts in which case this Debenture will be as effective as if all signatures on the counterparts were on a single copy of this Debenture.

19. NOTICES

- 19.1 Any demand or notice under this Debenture shall be in writing and may be served personally on any director or the secretary of the Company or may be sent by post or facsimile or such other electronic means or may be delivered to

the registered office of the Company or its last known place of business. If such demand or notice is sent by post it shall be deemed to have been received on the second day following the day on which it was posted and shall be effective notwithstanding that it was not in fact delivered or was returned undelivered. If sent by facsimile or such other electronic means it shall be deemed to have been received (whether or not actually received) at the time of transmission.

- 19.2 The Lender and any Receiver may but shall not be obliged to rely upon and act in accordance with any communication which may be or purport to be given by telephone or facsimile transmission on behalf of the Company by any person notified to the Lender by the Company as being authorised to give such communication without enquiry as to the authority and identity of the person making or purporting to make such communication. The Company shall indemnify and keep the Lender or any Receiver indemnified on a full indemnity basis against all losses claims actions proceedings damages costs and expenses incurred or sustained by the Lender as a result of relying upon or acting in accordance with any such communication.

20. THIRD PARTY CONTRACTS

A person who is not party to this Debenture shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Debenture. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

21. GOVERNING LAW AND JURISDICTION

This Debenture shall be governed by and construed in accordance with the laws of England and the Company irrevocably submits to the non-exclusive jurisdiction of the English Courts.

22. LAND REGISTRY

The Company certifies that this Debenture does not contravene its memorandum and articles of association and has been executed in accordance therewith and hereby applies to the Chief Land Registrar for a restriction to be entered on the register of its title to properties charged by this Debenture which are or become registered at HM Land Registry that:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by Pemberstone Venture Funding Limited of Whittington Hall, Whittington Road, Whittington, Worcester WR5 2ZX or its conveyancer."

IN WITNESS whereof the Company and the Lender have executed this Debenture as a Deed on the day and year first above written.

EXECUTED as a DEED by)

PEMBERSTONE VENTURES)

LIMITED acting by a director in the)

presence of:)

Witness signature: 

Witness name: AILSA H BRIGGS

Witness address: 13 GRANGE AVE
BEVERE
WORCESTER WR3 7QB

Witness occupation: PA

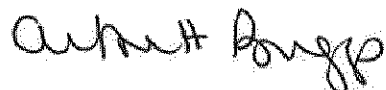
EXECUTED as a DEED by)

PEMBERSTONE VENTURE)

FUNDING LIMITED acting by a)

director in the presence of:)



Witness signature: 

Witness name: AILSA H. BRIGGS

Witness address: 13 GRANGE AVE
BEVERE
WORCESTER WR3 7QB

Witness occupation: PA