



Registration of a Charge

Company Name: **THE ELLIOT GROUP INTERNATIONAL LIMITED**

Company Number: **08740228**



Received for filing in Electronic Format on the: **28/07/2021**

XA902IS9

Details of Charge

Date of creation: **20/07/2021**

Charge code: **0874 0228 0003**

Persons entitled: **COLLATERAL INVESTMENTS LIMITED**

Brief description: **THE PROPERTY REGISTERED AT HM LAND REGISTRY WITH TITLE
NUMBER MS633086**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT
TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by: **HILL DICKINSON LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8740228

Charge code: 0874 0228 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th July 2021 and created by THE ELLIOT GROUP INTERNATIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th July 2021 .

Given at Companies House, Cardiff on 29th July 2021

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



Companies House



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

Dated 20 July 2021

Legal Charge

Between

(1) THE ELLIOT GROUP INTERNATIONAL
LIMITED

(2) COLLATERAL INVESTMENTS LIMITED

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THIS LEGAL CHARGE is dated the 20 day of July 2021

BETWEEN:

- (1) **COLLATERAL INVESTMENTS LIMITED** a company incorporated in Isle of Man under registration number 016422V whose registered office is at 3rd Floor, Atlantic House, 4 - 8 Circular Road, Douglas, Isle of Man. IM1 1AG (**Chargee**)
- (2) **THE ELLIOT GROUP INTERNATIONAL LIMITED** incorporated and registered in the England and Wales with company number 08740228 whose registered office address is 116 Duke Street, Liverpool, Merseyside, England, L1 5JW (**Chargor**).

AGREED TERMS:

1 DEFINITIONS, INTERPRETATION AND CONSTRUCTION

1.1 Definitions

Act means the Law of Property Act 1925;

Debenture means the debenture to be entered into by the Chargor in favour of the Chargee;

Encumbrance means any mortgage, charge, pledge, lien, assignment by way of security, hypothecation, security interest or any other agreement or arrangement which results in (or has substantially the same effect as) the creation of security;

Facility Agreement means the facility agreement entered into between the Chargor (and others) and the Chargee;

Legal Charge means this legal charge, as from time to time amended, supplemented and/or varied and any document made pursuant or supplemental hereto;

Permitted Encumbrance means an Encumbrance which the Chargee has at any time in writing agreed shall be a Permitted Encumbrance;

Planning Acts means (a) the Town and Country Planning Acts 1990, (b) the Planning (Listed Buildings and Conservation Areas) Act 1990, (c) the Planning (Hazardous Substances) Act 1990, (d) the Planning (Consequential Provisions) Act 1990, (e) the Planning and Compensation Act 1991, (f) any regulations made pursuant to any of the foregoing and (g) any other legislation of a similar nature;

Property means the property registered at HM Land Registry with title number MS633086;

Receiver means any receiver, receiver and manager, administrative receiver, examiner or analogous appointee in any relevant jurisdiction;

Receivables means all present and future rentals, fees and other amounts receivable or recoverable by the Chargor from any other person in connection with the Property and the benefit of any rights whatsoever relating thereto;

Secured Obligations means:

- (a) all indebtedness, liabilities and obligations now or at any time hereafter due, owing or incurred in any manner whatsoever by the Chargor to the Chargee, whether pursuant to the Facility Agreement, this Legal Charge, the Debenture or otherwise and whether actually or contingently, and whether as principal or surety and in whatever currency denominated; and
- (b) all reasonable costs and expenses incurred by the Chargee in relation to this Legal Charge or the Debenture (including, for the avoidance of doubt, all reasonable costs and expenses incurred by the Chargee in relation to the preparation and registration of this Legal Charge and the Debenture) and all proper costs and expenses incurred by the Chargee in relation to the protection and enforcement (or attempted enforcement) of its rights hereunder;

1.2 Interpretation and construction

- 1.2.1 references to **Chargee** and **Chargor** shall include their respective successors and permitted assigns;
- 1.2.2 a reference to a clause or schedule shall mean and refer to a clause of or schedule to this Legal Charge;
- 1.2.3 any reference in this Legal Charge to any statute or to any provisions of any statute shall be construed as including a reference to any statutory modification or re-enactment thereof and to any regulations or orders made thereunder or deriving validity therefrom and from time to time in force;
- 1.2.4 clause headings are inserted for convenience of reference only and shall be ignored in the interpretation of this Legal Charge;
- 1.2.5 a reference in this Legal Charge to any assets includes present and future assets;
- 1.2.6 a reference in this Legal Charge to a charge or mortgage of any freehold or leasehold property includes all buildings and all the Chargor's fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time on such property;
- 1.2.7 words importing the singular number shall be deemed to include the plural number and vice versa and a reference to the masculine gender shall include the feminine gender and vice versa;
- 1.2.8 a reference in this Legal Charge to the **Property** shall mean and refer to all or any part of the Property.

2 COVENANT TO PAY

The Chargor hereby covenants with the Chargee that as and when the Secured Obligations or any part thereof are due for payment or on such earlier date as the security constituted by this Legal Charge becomes enforceable

(following a demand for repayment pursuant to the Facility Agreement or the breach of any term of this Legal Charge) and the Chargee determines to enforce the same it shall on demand in writing by the Chargee pay or otherwise discharge the Secured Obligations (or as the case may be the part of the Secured Obligations due to be paid and remaining unpaid) to the Chargee.

3 CHARGING CLAUSE

With full title guarantee and as a continuing security for the payment or discharge of all the Secured Obligations and all its other obligations under this Legal Charge:

- 3.1 the Chargor hereby charges to the Chargee by way of first legal mortgage all its interests in and to the Property together with all buildings, fixtures and fixed plant and machinery at any time thereon (excluding, for the avoidance of doubt, any fixtures and fittings which are beneficially owned by any tenant from time to time being of the Property);
- 3.2 the Chargor hereby charges to the Chargee by way of first fixed charge:
 - 3.2.1 the benefit of all guarantees, licences, warranties, contracts, consents and authorisations (statutory or otherwise) held in connection with the use of the Property and the right to recover and receive all compensation which may be payable to it in respect of them;
 - 3.2.2 the benefit of all present and future leases sub-leases and licences and contracts whatsoever entered into by the Chargor in respect of the Property; and
 - 3.2.3 all and any future interests or estates which the Chargor may hereafter acquire in respect of the Property.
- 3.3 the Chargor hereby assigns and agrees to assign to the Chargee all its rights, title and interest in and to all Receivables and agrees to give notice of the assignment of the Receivables contained in this clause 3.3 in a form acceptable to the Chargee to all lessees or licensees of the Property who enter into leases or licences in respect of the Property at any time and use all reasonable endeavours to procure the execution and delivery to the Chargee of an acknowledgment to such notice of assignment in a form acceptable to the Chargee but, for the avoidance of doubt, the Chargor shall, unless and until the Chargee declares otherwise, be entitled to exercise its rights as landlord or licensor with regard to recovery of any sums due under the terms of any lease or licence of the Property;
- 3.4 the Chargor hereby assigns and agrees to assign in favour of the Chargee all its right, title and interest in and to all policies of insurance whatsoever in which it has an interest, the benefit of any claim to the proceeds of any such policy of insurance and the right to return of any premium in relation to any such policy. The Chargor shall upon request of the Chargee give written notice of the assignment contained in this clause 3.4 to each relevant insurer;
- 3.5 the Chargor hereby assigns and agrees to assign in favour of the Chargee, by way of security, all of its rights, title and interest, present or future, in all present and future leases and sub-leases whatsoever entered into by the Chargor in respect of the Property and agrees upon demand by

the Chargee to give written notice of the assignment contained in this clause 3.5 to any tenant of the Property or any part thereof, from time to time. For the avoidance of doubt, notwithstanding the assignment of the benefit of such leases and sub-leases contained in this clause 3.5, the Chargor shall be entitled to exercise all of the rights, powers, authorities and other benefits conferred on it pursuant to such leases or sub-leases but such entitlement shall (unless the Chargee otherwise agrees in writing) automatically terminate forthwith upon the security constituted by this Legal Charge becoming enforceable.

4 CONTINUING SECURITY

The security from time to time constituted by or pursuant to this Legal Charge shall remain in full force and effect as a continuing security until the Chargee shall have certified in writing that the Secured Obligations have been discharged in full.

5 REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 The Chargor hereby represents and warrants to the Chargee that:

- 5.1.1 it is a company duly incorporated with limited liability and validly existing under the laws of its jurisdiction of incorporation and no liquidator, receiver, administrator, examiner or similar appointee has been appointed in respect of it or any part of its assets and no action is being taken with a view to appointing any such liquidator, receiver, administrator or similar appointee;
- 5.1.2 it has the power to enter into, to perform and comply with its obligations under or pursuant to and to create the security created by it by or pursuant to this Legal Charge;
- 5.1.3 all necessary corporate action has been taken to authorise the execution and delivery of this Legal Charge, to create the security constituted hereby and to observe and perform the obligations hereunder;
- 5.1.4 neither the entry into nor the performance of or compliance with the obligations of the Chargor under or pursuant to this Legal Charge nor the creation of the security created pursuant to this Legal Charge does or will violate in any manner, or exceed any borrowing or other powers or restrictions granted or imposed under or pursuant to:
- 5.1.5 any law to which the Chargor is subject; or
- 5.1.6 the memorandum or articles of association of the Chargor; or
- 5.1.7 any other agreement, arrangement or understanding to which the Chargor is a party or otherwise subject;

5.2 Each of the representations and warranties in 5.1 above will be correct and complied with in all respects at all times during the continuance of the security constituted by this Legal Charge.

5.3 The Chargor covenants with the Chargee at all times during the continuance of this security:

5.3.1 **Repair**

To keep the buildings and all fixtures and fittings upon the Property in good and substantial repair and condition and to permit the Chargee (or their agents and representatives) free access at all reasonable times to view the state and condition of the Property.

5.3.2 **Insurance**

To keep the Property insured with such insurer and against such risks as the Chargee may reasonably require and to the Chargee's satisfaction for their full replacement value with the Chargee's interests noted on the policy, or at the Chargee's option with the Chargee's named as a co-insured and co-payee and the Chargor shall pay all premiums when due and produce or deposit with the Chargee all such policies and receipts for all premiums and other payments necessary for effecting and maintaining such insurances.

5.3.3 **Proceeds**

Subject to the rights of any prior ranking charge holder, to apply any insurance proceeds in making good the loss or damage to the Property or at the Chargee's option in or towards the discharge of the Secured Obligations and pending such application the Chargor will hold such proceeds in trust for the Chargee.

5.3.4 **Alterations**

Not to demolish, pull down, remove or permit or suffer to be demolished, pulled down or removed any building, installation or structure for the time being upon the Property or except in connection with the renewal or replacement thereof any fixtures, or erect or make or suffer to be erected or made on the Property any building installation or alteration or otherwise commit any waste upon or destroy or injure in any manner or by any means lessen or suffer to be lessened to any material extent the value of the Property without the prior written consent of the Chargee.

5.3.5 **Compliance**

The Chargor warrants that it will duly and punctually pay all rates, rents, taxes and other outgoings due by it in respect of the Property, it will comply with all obligations under any present or future statute, regulation, order, instrument and bye-law, it will observe and comply with all covenants and stipulations from time to time affecting the Property and will comply with the terms and conditions of all leases, sub-leases, licences and agreements entered into in connection with the Property and will not, without the Chargee's prior written consent, agree to any assignment, surrender or amendment to any such lease, licence or agreement.

- 5.4 If the Chargor shall fail to comply with any of the obligations under clause 5.3 then the Chargee may enter upon the Property and repair or insure the Property or take such other steps as she considers appropriate to procure the performance of such obligation or otherwise remedy such failure and shall not thereby be deemed to be a mortgagee in possession and the moneys expended by the Chargee shall be reimbursed by the Chargor on demand, and until so reimbursed, shall carry interest at the interest rate applicable under the Facility Agreement from the date of payment to the date of reimbursement.

6 NEGATIVE PLEDGE

- 6.1 The Chargor shall not without the prior written consent of the Chargee:
- 6.1.1 create, extend or permit to subsist or arise any Encumbrance or any right or option on the Property or any part thereof;
 - 6.1.2 sell, convey, assign, lease, or transfer the Property or any interest therein, or otherwise part with or dispose of any Property (or part thereof) or assign or otherwise dispose of any moneys payable to the Chargor in relation to the Property or agree to do any of the foregoing;
 - 6.1.3 part with or share possession or occupation of the Property or any part of it, or grant any tenancy or licence to occupy the Property or agree to do any of the foregoing.

7 REGISTERED LAND

- 7.1 The Chargor hereby applies to the District Land Registrar for a restriction in the following terms to be entered on the register of the Chargor's title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated *[date]* in favour of Collateral Investments Limited referred to in the charges register."

8 THE CHARGEES' POWERS OF SALE AND LEASING

Section 103 of the Act shall not apply to this security but the statutory power of sale shall as between the Chargee and a purchaser from the Chargee be exercisable at any time after the execution of this security provided that the Chargee shall not exercise the said power of sale until payment of the monies hereby secured has been demanded from or the Receiver has been appointed in respect of the Chargor but this provision shall not affect a purchaser or put him upon inquiry whether such demand or appointment has been made.

9 CONSOLIDATION OF SECURITIES

Sub-section (1) of section 93 of the Act shall not apply to this Legal Charge.

10 APPOINTMENT AND POWERS OF RECEIVER

- 10.1 At any time after the Chargee shall have demanded payment from the Chargor or at the request of the Chargor the Chargee may appoint one or more persons to be a Receiver of the whole or any part of the Property and/or of the income thereof. The Chargee may:
- 10.1.1 (subject to the provisions of the Insolvency Act 1986) remove any Receiver previously appointed hereunder; and
 - 10.1.2 appoint another person or persons as Receiver either in place of a Receiver so removed or who has otherwise ceased to act or to act jointly with a Receiver previously appointed.
- 10.2 If at any time and by virtue of any such appointment(s) any two or more persons shall hold office as Receiver of the whole or the same part or parts of the Property and/or the income thereof they shall have power to act severally (unless the contrary shall be stated in the deed(s) or other instrument(s) appointing them).
- 10.3 Every Receiver shall (subject to any limitations or restrictions expressed in the deed or other instrument appointing him but notwithstanding any bankruptcy or insolvency of the Chargor) have and be entitled to exercise all powers conferred by the Act and/or the Insolvency Act 1986 and/or any other statute conferring power on a Receiver and in particular by way of addition thereto but without limiting any general powers hereinbefore referred to (and without prejudice to the powers of the Chargee) the Receiver shall have power:
- 10.3.1 to take possession of collect and get in the Property and/or income in respect of which he was appointed;
 - 10.3.2 to carry on or concur in carrying on the business of the Chargor and raise money from the Chargee and others without security or on the security of all or any of the Property;
 - 10.3.3 to sell or concur in selling, leasing or otherwise disposing of the whole or any part of the Property in respect of which he was appointed;
 - 10.3.4 to carry out any sale, lease or other disposal of the whole or any part of the Property by conveying transferring assigning or leasing in the name of the Chargor and for that purpose to enter into covenants and other contractual obligations in the name of and so as to bind the Chargor;
 - 10.3.5 to take any such proceedings as he shall think fit in respect of the Property and/or income in respect of which he was appointed in the name of the Chargor or otherwise including proceedings for recovery of rent or other monies in arrear at the date of his appointment;
 - 10.3.6 to enter into or make any such agreement, arrangement or compromise as he shall think fit;

- 10.3.7 to insure the Property as he shall think fit or as the Chargee shall direct and renew any insurances;
 - 10.3.8 to operate any rent review clause in respect of any property in respect of which he was appointed or any part thereof and to apply for any new or extended lease;
 - 10.3.9 to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit including without prejudice to the generality of the foregoing power to employ his partners and firm; and
 - 10.3.10 to do all such other things as may seem to him to be incidental or conducive to any other power vested in him in the realisation of the security hereby constituted.
- 10.4 All monies received by the Chargee or by any Receiver appointed under this Legal Charge shall be applied in the following order:
 - 10.4.1 in satisfaction of the costs, charges and expenses of and incidental to the Receiver's appointment and the payment of his remuneration;
 - 10.4.2 in the payment and discharge of any liabilities incurred by the Receiver on the Chargor's behalf in the exercise of any of the powers of the Receiver;
 - 10.4.3 in or towards the satisfaction of the Secured Obligations and all the other obligations of the Chargor under this Legal Charge; and
 - 10.4.4 any surplus shall be paid to the Chargor or any other person entitled thereto (whose receipt of the surplus shall be a valid discharge to the Chargee of its obligations in relation to any such surplus). The provisions of this clause 10.4 and clause 10.6 shall take effect as and by way of variation and extension to the provisions of section 109 of the Act which provisions as so varied and extended shall be deemed incorporated herein.
- 10.5 Every Receiver so appointed shall be deemed at all times and for all purposes to be the agent of the Chargor and (subject to the provisions of the Companies Act 1985 and the Insolvency Act 1986) the Chargor shall be solely responsible for his acts and defaults (except for wilful acts of default and recklessness) and for the payment of his remuneration.
- 10.6 Every Receiver so appointed shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Chargee (or failing such agreement to be fixed by the Chargee) appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted in accordance with his current practice or the current practice of his firm.
- 10.7 Only monies actually paid by any such Receiver to the Chargee in satisfaction or discharge of the Secured Obligations shall be capable of being applied by the Chargee in satisfaction thereof.
- 10.8 All or any of the powers, authorities and discretion which are conferred by this Legal Charge either expressly or impliedly by or upon a Receiver may be exercised by the Chargee in relation to

the whole of the Property or any part thereof or notwithstanding the appointment of a Receiver of such property or any part thereof.

11 POWER OF ATTORNEY

The Chargor hereby irrevocably appoints the Chargee and the Receiver jointly and also severally its Attorney and Attorneys for it and in its name and on its behalf and as its act and deed or otherwise to seal and deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes aforesaid and the Chargor hereby declares that as and when the security hereby created shall become enforceable it will hold all the property hereby charged by it (subject to its right of redemption) upon trust to convey assign or otherwise deal with the same in such manner and to such person as the Chargee shall direct and declares that it shall be lawful for the Chargee to appoint a new trustee or new trustees of the said property and in particular at any time or times to appoint a new trustee or new trustees thereof in place of the Chargor as if the Chargor desired to be discharged from the trust or in place of any trustee or trustees appointed under this power as if he or they were dead.

12 PROTECTION OF THIRD PARTIES

No person dealing with the Chargee or with any Receiver of the Property or any part thereof appointed by the Chargee or with any delegate or sub-delegate of the Chargee shall be concerned to enquire whether any event has happened upon which any of the powers, authorities and discretion conferred by or pursuant to this Legal Charge in relation to the Property or any part thereof are or may be exercisable by the Chargee or by any such Receiver, delegate or sub-delegate or otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such powers and all the protection to purchasers contained in sections 104 and 107 of the Act and section 42(3) of the Insolvency Act 1986 shall apply to any person purchasing from or dealing with the Chargee or any such Receiver, delegate or sub-delegate in like manner as if the statutory powers of sale and of appointing a Receiver in relation to the Property had not been varied or extended by this Legal Charge.

13 PAYMENTS

13.1 Each payment to be made by the Chargor hereunder shall be:

13.1.1 made in immediately available funds without set-off, counterclaim, deduction or retention of any kind, save for any reduction or retention made, authorised or required by law, of any kind by payment to such account with such bank or other financial institution as the Chargee may from time to time notify to the Chargor in writing;

13.1.2 increased to the extent necessary to ensure that after allowance for any deduction or withholding (including but without limitation deduction or withholding by reason of present or future taxes) from any such payment which is made or required to be made by law or made for any other reason whatever, the person entitled to receive such payment hereunder receives and retains (free from any claim or liability in respect thereof) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.

- 13.2 The certificate of the Chargee from time to time as to the amount of the Secured Obligations shall, save for manifest error, be conclusive and binding for all purposes hereof and prima facie evidence of the existence and extent of such debts in any legal action or proceedings arising in connection herewith.

14 EXPENSES

- 14.1 The Chargor agrees to pay to the Chargee on demand (on a full indemnity basis) all costs, charges, expenses and other sums properly incurred or to be incurred by the Chargee or by or through any Receiver, attorney, delegate, sub-delegate, substitute or agent of the Receiver or the Chargee for any of the purposes referred to in this Legal Charge relating to or in connection with the security over the Property including (without prejudice to the generality of the foregoing):
- 14.2 all liabilities resulting from any delay in paying any stamp duty, value added tax or other similar taxes imposed on the Property or in connection with any of the transactions contemplated by this Legal Charge and all liabilities resulting from any delay in paying any such taxes;
- 14.3 the remuneration of any such Receiver, attorney, delegate, sub-delegate, substitute or agents of the Receiver or the Chargee of any other servants or agents employed by the Chargee for any purposes connected with the enforcement or attempted enforcement of this Legal Charge or the protection preservation realisation or attempted protection or preservation of the Property; and
- 14.4 all costs charges and expenses (whether in respect of litigation or not) incurred in the protection, realisation or enforcement of this Legal Charge or the collection and recovery of any monies from time to time arising under such security (or any security collateral or supplemental thereto) or in insuring, inspecting, maintaining, completing, managing, letting, realising or exercising any other power, authority or discretion in relation to the Property or any part thereof incurred under this Legal Charge;
- 14.5 to the intent that subject as provided herein the Chargee shall be afforded a full and unlimited indemnity in respect thereof.

15 INTEREST ON LATE PAYMENTS

The Chargor shall pay interest on any amount payable hereunder which is not paid when due following a demand by the Chargee for payment of such sum, for the period commencing on the relevant due date and ending on the date of actual payment (as well after as before judgment), such interest to be payable at the rate of interest payable in accordance with the Facility Agreement in relation to any amount which is not paid on its due date calculated with monthly rests.

16 PROVISIONS SEVERABLE

Every provision contained in this Legal Charge shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining such provisions shall not in any way be affected thereby.

17 CURRENCY CONVERSION

- 17.1 Any amount paid to the Chargee by the Chargor pursuant to the Facility Agreement or any security documents supplemental thereto, or otherwise, which is not paid in sterling may be converted into sterling by the Chargee at the rate of exchange at which the Chargee would be able, acting in a reasonable manner and in good faith, to purchase the relevant amount of sterling.
- 17.2 If, as a result of any such currency conversion, there is a shortfall in the amount due to the Chargee, the Chargor hereby acknowledges that any such shortfall shall be due to the Chargee and shall form part of the Secured Obligations and that this Legal Charge shall be security for repayment of the same.

18 AVOIDANCE OF PAYMENTS

Any release, discharge or settlement between the Chargor and the Chargee shall be conditional upon no security disposition or payment to the Chargee by the Chargor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy, liquidation or insolvency or for any reason whatever and if such condition shall be not fulfilled the Chargee shall be entitled to enforce this Legal Charge subsequently as if such release, discharge or settlement had not occurred and any such payment had not occurred.

19 MISCELLANEOUS

- 19.1 No failure to exercise and no delay in exercising on the part of the Chargee any right or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver by the Chargee shall be effective unless it is in writing.
- 19.2 The rights and remedies of the Chargee provided herein are cumulative and not exclusive of any rights or remedies provided by law.
- 19.3 Nothing in this Legal Charge shall be capable of rendering the Chargee liable as a mortgagee in possession.
- 19.4 Time is of the essence in respect of all the obligations of the Chargor under this Legal Charge.

20 THIRD PARTY RIGHTS

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

21 FURTHER ASSURANCE

The Chargor undertakes from time to time and at all times, whether before or after the security constituted by this Legal Charge shall have become enforceable, insofar as it is lawfully able so to do, to execute and do

all such assurances and things as the Chargee may reasonably require for protecting, preserving or perfecting the security constituted by this Legal Charge or otherwise for enforcing the same or exercising any of the powers, rights, authorities and discretion conferred on the Chargee by this Legal Charge and in particular, but without limitation, the Chargor shall execute all transfers, assignments, and assurances whatsoever and give all notices, orders, instructions and directions whatsoever which the Chargee may reasonably think expedient.

22 ASSIGNMENT

The Chargee shall have a full and unfettered right to assign the whole or any part of the benefit of this Legal Charge to any person.

23 NOTICES

- 23.1 All communications to be made hereunder shall be made in writing.
- 23.2 Any notices, proceedings or other documents to be served on the Chargor pursuant to this Legal Charge shall be addressed to the Chargor at its registered office or at such other address as the Chargor may hereafter advise the Chargee in writing.
- 23.3 Any notice to the Chargee should be addressed if despatched by mail to the Chargee at its aforementioned address or at such other address as the Chargee may hereafter advise the Chargor in writing.
- 23.4 Any notice to the Chargor shall be deemed to have been given:
 - 23.4.1 if posted, on the second business day following the day on which it has been properly despatched by first class mail postage prepaid; and
 - 23.4.2 if sent by telex or facsimile transmission, on the business day on which transmitted or if sent after 5.00pm at 9.30am on the next following business day or, in the case of a written notice lodged by hand, at the time of actual delivery thereof at the address referred to above.
- 23.5 Any notice to the Chargee shall be deemed to have been given only on actual receipt by the Chargee and the Chargee will promptly acknowledge receipt of any such notice.

24 GOVERNING LAW

This Legal Charge shall be governed by and construed in accordance with English law and the Chargor submits to the exclusive jurisdiction of the English courts.

IN WITNESS whereof this agreement is executed as a deed and delivered by the parties on the date set out above.

Executed as a deed by)
COLLATERAL INVESTMENTS LIMITED, a company)
incorporated in the Isle of Man, acting by)
[**Mike Muller**], who in accordance with)
the laws of that territory, is acting under the)
authority of the company, in the presence of)
)

Signature in the name of the Company: **Collateral Investments Limited**

Signature of [**Mike Muller**], Authorised Signatory

Signature of witness

Name **Melanie Dowling**

Address **3rd Floor, Atlantic House, 48 Circular Road, Douglas, Isle of Man, IM1 1SB**

Executed as a deed by)
THE ELLIOT GROUP INTERNATIONAL LIMITED acting)
by a director in the presence of)
)

Director

Signature of witness

Name **Mike Murphy**

Address

**HILL BIRKINSON LLP
NO1, ST PAUL'S SQUARE
LIVERPOOL
L3 9SJ**