



Registration of a Charge

Company Name: **BORIS FLETCHER LIMITED**

Company Number: **14258013**



Received for filing in Electronic Format on the: **21/12/2022**

XBJBVLТУ

Details of Charge

Date of creation: **09/12/2022**

Charge code: **1425 8013 0001**

Persons entitled: **PAUL HAMILTON**

Brief description: **ALL FREEHOLD AND LEASEHOLD PROPERTIES (WHETHER REGISTERED OR UNREGISTERED) AND ALL COMMONHOLD PROPERTIES, NOW OR AT ANY TIME AFTER THE DATE OF THIS SECURITY AGREEMENT (AND FROM TIME TO TIME) OWNED BY THE COMPANY, OR IN WHICH THE COMPANY HOLDS AN INTEREST.**

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:

MINCOFFS SOLICITORS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 14258013

Charge code: 1425 8013 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th December 2022 and created by BORIS FLETCHER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st December 2022 .

Given at Companies House, Cardiff on 23rd December 2022

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

9 December

2022

- (1) BORIS FLETCHER LIMITED
- (2) PAUL HAMILTON

Security Agreement

Mincoffs
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Contents

Clause	Page
1. Interpretation	1
2. Covenant to pay.....	5
3. Grant of security	5
4. Liability of the Obligor	7
5. Covenants	7
6. Powers of the Seller	7
7. Enforcement	8
8. Costs and indemnity	8
9. Release	8
10. Assignment and transfer	9
11. Further assurance	9
12. Power of attorney	9
13. Set-off	9
14. Amendments, waivers and consents	9
15. Severance.....	10
16. Counterparts.....	10
17. Third party rights	10
18. Further provisions	10
19. Notices	11
20. Governing law and jurisdiction	12

Schedule	Page
SCHEDULE 1 COVENANTS	13
Part 1. General covenants	13
1. Negative pledge and disposal restrictions.....	13
2. Preservation of Charged Property	13
3. Enforcement of rights	13
4. Compliance with laws	13
5. Notice of breaches	13
6. Conduct of business	13
7. Obligor's waiver of set-off	13
8. Disclosure.....	13
Part 2. Property covenants	14
1. Maintenance and insurance.....	14
2. Compliance with covenants and payment of rent.....	14
3. Maintenance of interests in Properties	14
4. Development restrictions	14
5. No restrictive obligations	14
6. Proprietary rights	14
7. Inspection	14
8. Property information	14
9. HM Land Registry disposal restriction	15
Part 3. Equipment covenants	15
1. Equipment information	15
2. Equipment insurance	15
3. Notice of charge.....	15
SCHEDULE 2 POWERS OF THE SELLER	16
1. Power to remedy.....	16

2.	Exercise of rights	16
3.	Power to dispose of chattels	16
4.	Prior Security	16
5.	New accounts	16
6.	Seller's set-off rights.....	16
7.	Indulgence	17
SCHEDULE 3 ENFORCEMENT		18
1.	Enforcement events	18
2.	Statutory power of sale	18
3.	Extension of statutory powers	18
4.	Protection of third parties	18
5.	No liability as mortgagee in possession	18
6.	Appointment of Receiver.....	18
7.	Power of sale additional.....	19
8.	Agent of the Obligor	19
9.	Powers of Receiver	19
10.	Order of application of proceeds	19
11.	Appropriation	19
12.	Suspense account	19
13.	Appointment of an Administrator.....	19
SCHEDULE 4 FURTHER POWERS OF A RECEIVER		21
1.	Power to repair and develop Properties	21
2.	Power to surrender leases	21
3.	Power to employ personnel and advisors	21
4.	Power to make VAT elections.....	21
5.	Power to charge for remuneration.....	21
6.	Power to realise Charged Property	21
7.	Power to manage or reconstruct the Obligor's business	21
8.	Power to dispose of Charged Property	21
9.	Power to sell Book Debts	21
10.	Power to make settlements.....	21
11.	Power to improve the Equipment	21
12.	Power to make calls on Obligor members	21
13.	Power to appoint.....	22
14.	Power to insure.....	22
15.	Powers under Law of Property Act 1925	22
16.	Power to borrow	22
17.	Power to redeem prior Security	22
18.	Incidental powers.....	22
19.	Scope of powers	22

THIS SECURITY AGREEMENT is dated the 9th day of December 2022

PARTIES

- (1) **BORIS FLETCHER LIMITED** (incorporated and registered in England and Wales with company number 14258013) whose registered office is located at 7 Brenkley Way, Blezard Business park, Seaton Burn, Newcastle Upon Tyne, NE13 6DS (**Obligor**).
- (2) **PAUL HAMILTON** of 21 Acre Close, Maltby, Rotherham, South Yorkshire, S66 8BL (**Seller**).

AGREED TERMS

1. Interpretation

Unless the context otherwise requires, the definitions and rules of interpretation in this clause 1 apply in this Security Agreement.

1.1 Definitions:

- | | |
|-----------------------|--|
| Administrator | an administrator appointed to manage the affairs, business and property of the Obligor pursuant to paragraph 13 of Schedule 3. |
| Book Debts | all present and future book and other debts and monetary claims due or owing to the Obligor and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Obligor in relation to any of them. |
| Borrowed Money | any indebtedness of the Obligor for or in respect of: <ol style="list-style-type: none"> (a) borrowing or raising money (with or without security), including any premium and any capitalised interest on that money; (b) any bond, note, loan stock, debenture, commercial paper or similar instrument; (c) any acceptances under any acceptance credit or bill discounting facility (or dematerialised equivalent) or any note purchase or documentary credit facilities; (d) monies raised by selling, assigning or discounting receivables or other financial assets on terms that recourse may be had to the Obligor in the event of non-payment of such receivables or financial assets when due; (e) any deferred payment for assets or services acquired, other than trade credit that is given in the ordinary course of trading and which does not involve any deferred payment of any amount for more than 60 days; (f) any rental or hire charges under any finance lease (whether for land, machinery, equipment or otherwise); (g) any counter-indemnity obligation in respect of any guarantee, bond, indemnity, standby letter of credit or other instrument issued by a third party in connection with the Obligor's performance of a contract; (h) any other transaction that has the commercial effect of borrowing (including any forward sale or purchase agreement and any liabilities which |

	are not shown as borrowed money on the Obligor's balance sheet because they are contingent, conditional or otherwise);
	(i) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and when calculating the value of any derivative transaction, only the mark to market value shall be taken into account); and
	(j) any guarantee, counter-indemnity or other assurance against financial loss that the Obligor has given for any Indebtedness of the type referred to in any other paragraph of this definition incurred by any person.
Business Day	any day (other than a Saturday, Sunday or public holiday in England) when banks in the City of London are open for non-automated transactional business.
Charged Property	all the assets, property and undertaking for the time being subject to the Security created by this Security Agreement (and references to the Charged Property shall include references to any part of it).
Costs	all costs, charges, expenses and liabilities of any kind including, costs and damages in connection with litigation, professional fees, disbursements and any value added tax charged on Costs.
Default Interest Rate	4% per annum.
Environment	the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media.
Environmental Law	all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment.
Equipment	all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations, apparatus and other tangible moveable property for the time being owned by the Obligor, including any part of it and all spare parts, replacements, modifications and additions.
Event of Default	has the meaning given to it in the Purchase Agreement.
Excluded Property	any leasehold property held by the Obligor under a lease which precludes, either absolutely or conditionally (including requiring the consent of any third party), the Obligor from creating any charge over its leasehold interest in that property.
Financial Collateral	shall have the meaning given to that expression in the Financial Collateral Regulations.

Financial Collateral Regulations	the Financial Collateral Arrangements (No. 2) Regulations 2003 (<i>SI 2003/3226</i>).
Guarantee Agreement	the cross guarantee and indemnity agreement dated on or around the date of this Security Agreement and made between the Obligor (1) and the Seller (2).
Indebtedness	any obligation to pay or repay money, present or future, whether actual or contingent, sole or joint and any guarantee or indemnity of any of those obligations.
Insurance Policies	the insurance policies referred to in clause 3.1(c).
Intellectual Property	the Obligor's present and future patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, together with all fees, royalties and other rights derived from, or incidental to, these rights.
Investments	all present and future stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Obligor, including all rights accruing or incidental to those investments from time to time.
Properties	all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or at any time after the date of this Security Agreement (and from time to time) owned by the Obligor, or in which the Obligor holds an interest (and Property means any of them).
Purchase Agreement	the share purchase agreement date on or around the date of this Security Agreement and made between the Seller (1) and the Obligor (2).
Receiver	a receiver and/or manager of any or all of the Charged Property appointed under paragraph 6 of Schedule 3.
Secured Liabilities	all present and future amounts payable by the Obligor to the Seller under any of the Transaction Documents.
Security	any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, hypothecation, assignment as security, title retention or any other type of arrangement that has a similar effect to any of them.
Security Financial Collateral Arrangement	shall have the meaning given to that expression in the Financial Collateral Regulations.
Security Period	the period starting on the date of this Security Agreement and ending on the date 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.

Transaction Documents

together:

- (a) the Guarantee Agreement;
- (b) the Purchase Agreement; and
- (c) this Security Agreement.

1.2 Rules of interpretation:

(a) A reference to:

- (i) a **charge** or **mortgage** of any freehold, leasehold or commonhold property includes:
 - (1) all buildings and fixtures (including trade and tenant's fixtures) which are situated on that property at any time; and
 - (2) the proceeds of the sale of any part of that property; and
 - (3) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Obligor in respect of that property, and any monies paid or payable in respect of those covenants;
- (ii) a **clause** or **Schedule** is to a clause of, or schedule to, this Security Agreement and a reference to a **paragraph** is to a paragraph of the relevant Schedule;
- (iii) a party shall include that party's successors, permitted assigns and permitted transferees;
- (iv) 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;
- (v) 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;
- (vi) a statute, enactment, statutory provision, EU directive, other primary legislation or regulation, code or guideline having legal effect (**legislation**) shall include all subordinate legislation made under that legislation; in each case, as such legislation or subordinate legislation is amended, extended or re-enacted from time to time;
- (vii) an **amendment** includes a novation, re-enactment, supplement or variation (and **amended** shall be construed accordingly);
- (viii) an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- (ix) **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- (x) **business hours** is to the period commencing at 09:00 and ending at 17:30 on a Business Day;
- (xi) **continuing** in relation to an Event of Default means an Event of Default that has not been remedied to the satisfaction of the Seller or waived by it in accordance with this Security Agreement;
- (xii) **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it;
- (xiii) one gender shall include a reference to the other genders;
- (xiv) this Security Agreement (or any provision of it) or to any other agreement or document referred to in this Security Agreement, is a reference to this Security Agreement, that provision or such other agreement or document as amended (in each case, other than in breach of its provisions) from time to time;
- (xv) transactions entered into **in the ordinary course of business** excludes:

- (1) any unprecedented or exceptional transactions;
 - (2) any transaction entered into in breach of directors' duties; and
 - (3) any transaction that may be classified as being a preference or at an undervalue; and
- (xvi) **writing** or **written** does not include fax or e-mail.
- (b) An obligation on a party not to do something includes an obligation not to allow that thing to be done.
 - (c) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
 - (d) Clause, Schedule and paragraph headings are inserted for convenience only and shall not affect the interpretation of this Security Agreement.
 - (e) For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Guarantee Agreement and of any side letters between any parties in relation to the Guarantee Agreement are incorporated into this Security Agreement.
 - (f) If the rule against perpetuities applies to any trust created by this Security Agreement, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).
 - (g) If the Seller considers that an amount paid by the Obligor in respect of the Secured Liabilities is capable of being avoided, or otherwise set aside, on the liquidation or administration of the Obligor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Security Agreement.
 - (h) Paragraph 14 of Schedule B1 of the Insolvency Act 1986 (as inserted by section 248 of, and Schedule 16 to, the Enterprise Act 2002) applies to the floating charge created by this Security Agreement.
 - (i) The Schedules form part of this Security Agreement and shall have effect as if set out in full in the body of this Security Agreement. Any reference to this Security Agreement includes the Schedules.
 - (j) This Security Agreement shall be binding on, and enure to the benefit of, the parties to this Security Agreement and their respective personal representatives, successors and permitted assigns.
 - (k) Words in the singular shall include the plural and in the plural shall include the singular.

2. **Covenant to pay**

Covenant to pay

- 2.1 The Obligor shall, on demand, pay to the Seller and discharge the Secured Liabilities when they become due.

Interest

- 2.2 The Obligor covenants with the Seller to pay interest on any amounts due under clause 2.1 from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of the Obligor) at the Default Interest Rate, provided that, in the case of any cost or expense, such interest shall accrue and be payable as from the date on which the relevant cost or expense arose without the necessity for any demand being made for payment.

3. **Grant of security**

Charging clause

- 3.1 As a continuing security for the payment and discharge of the Secured Liabilities, the Obligor, with full title guarantee:
 - (a) charges to the Seller, by way of first legal mortgage, all the Properties which the Obligor has acquired or has an interest in as at the date of this Security Agreement;

- (b) charges to the Seller, by way of first fixed charge:
 - (i) all Properties acquired by the Obligor after the date of this Security Agreement;
 - (ii) all present and future interests of the Obligor not effectively mortgaged or charged under the preceding provisions of this clause 3 in, or over, freehold or leasehold property;
 - (iii) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties;
 - (iv) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Obligor's business or the use of any Charged Property, and all rights in connection with them;
 - (v) all present and future goodwill and uncalled capital for the time being of the Obligor;
 - (vi) all the Equipment;
 - (vii) all the Intellectual Property; and
 - (viii) all the Book Debts;
- (c) assigns to the Seller, by way of first fixed mortgage, all its rights in any policies of insurance or assurance present or future (including, any insurances relating to the Properties or the Equipment); and
- (d) charges to the Seller, by way of first floating charge, all the assets, property, rights and undertaking of the Obligor wherever located both present and future (i) other than assets effectively charged by way of standard security or by way of legal mortgage or fixed charge or assigned pursuant to clause 3.1(a) to 3.1(c) inclusive but (ii) including (whether or not so effectively charged) all of its assets and undertaking situated in Scotland or governed by Scottish law.

Leasehold security restrictions

- 3.2 The legal mortgages and fixed charges created by clauses 3.1(a) and 3.1(b) shall not apply to Excluded Property for so long as any relevant consent or waiver of prohibition has not been obtained, but:
- (a) for each Excluded Property, the Obligor undertakes to:
 - (i) apply for the relevant consent or waiver of prohibition or conditions within five Business Days of the date of this Security Agreement and to use its best endeavours to obtain that consent or waiver of prohibition as soon as possible;
 - (ii) keep the Seller informed of its progress in obtaining such consent or waiver; and
 - (iii) immediately on receipt of such consent or waiver, provide the Seller with a copy; and
 - (b) immediately on receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Seller under clause 3.1. If required by the Seller at any time following receipt of that waiver or consent, the Obligor shall execute a valid fixed charge in such form as the Seller requires.

Automatic conversion of floating charge

- 3.3 The floating charge created by clause 3.1(d) shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if:
- (a) the Obligor:
 - (i) creates, or attempts to create, a Security without the prior written consent of the Seller, or any trust in favour of another person, over all or any part of the Charged Property; or
 - (ii) disposes, or attempts to dispose of, all or any part of the Charged Property (other than property that is only subject to the floating charge while it remains uncrystallised which property may be disposed of in the ordinary course of business); or
 - (b) a receiver is appointed over all or any of the Charged Property that is subject to the floating charge; or

- (c) any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Charged Property; or
- (d) the Seller receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Obligor.

Conversion of floating charge by notice

- 3.4 Subject to clause 3.5, the Seller may (in its sole discretion) at any time following the Security created by this Security Agreement becoming enforceable, by written notice to the Obligor, convert the floating charge created under this Security Agreement into a fixed charge as regards any part of the Charged Property specified by the Seller in that notice.

No conversion by reason of a moratorium

- 3.5 Notwithstanding anything to the contrary in this Security Agreement, the floating charge created by this Security Agreement may not be crystallised and converted into a fixed charge solely by reason of:
- (a) the obtaining of a moratorium; or
 - (b) anything done with a view to obtaining a moratorium,
- under Part A1 of the Insolvency Act 1986, provided that, this clause shall not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

Assets acquired after any floating charge crystallisation

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

4. Liability of the Obligor

Liability not discharged

- 4.1 The Obligor's liability under this Security Agreement in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:
- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Seller being or becoming wholly or partially illegal, void or unenforceable on any ground; or
 - (b) the Seller renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from any other person; or
 - (c) any other act or omission which but for this clause 4.1 might have discharged or otherwise prejudiced or affected the liability of the Obligor.

Immediate recourse

- 4.2 The Obligor waives any right it may have to require the Seller to enforce any security or other right or claim any payment from or otherwise proceed against any other person before enforcing this Security Agreement against the Obligor.

5. Covenants

The Obligor covenants with the Seller in the terms set out in Schedule 1.

6. Powers of the Seller

The Seller shall have the powers set out in Schedule 2.

7. **Enforcement**

Enforcement events

- 7.1 The security constituted by this Security Agreement shall be immediately enforceable in any of the circumstances set out in paragraph 1 of Schedule 3. The parties to this Security Agreement agree that the provisions of Schedule 3 shall apply to this Security Agreement and shall be binding between them.

Receiver's powers

- 7.2 A Receiver shall have, in addition to the powers conferred on receivers by statute, the further powers set out in Schedule 4.

Right of appropriation

- 7.3 To the extent that the Charged Property constitutes Financial Collateral and this Security Agreement and the obligations of the Obligor hereunder constitute a Security Financial Collateral Arrangement, the Seller shall have the right, at any time after the security constituted this Security Agreement has become enforceable, to appropriate all or any of that Charged Property in or towards the payment and/or discharge of the Secured Liabilities in such order as the Seller in its absolute discretion may from time to time determine. The value of any Charged Property appropriated in accordance with this clause shall be the price of that Charged Property at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Seller may select (including independent valuation). The Obligor agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

8. **Costs and indemnity**

Costs

- 8.1 The Obligor shall, within five Business Days of demand pay to, or reimburse, the Seller and any Receiver, on a full indemnity basis, all Costs incurred by the Seller and/or any Receiver in relation to:
- (a) this Security Agreement or the Charged Property;
 - (b) protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Seller's or Receiver's rights under this Security Agreement; or
 - (c) suing for, or recovering, any of the Secured Liabilities,
- (including, the Costs of any proceedings in relation to this Security Agreement or the Secured Liabilities), together with interest on any amount due under clause 8.1(b) and clause 8.1(c) at the Default Interest Rate.

Indemnity

- 8.2 The Seller, any Receiver and their respective employees and agents shall be indemnified on a full indemnity basis out of the Charged Property in respect of all actions, liabilities and Costs incurred or suffered in or as a result of:
- (a) the exercise, or purported exercise, of any of the powers, authorities or discretions vested in them under this Security Agreement;
 - (b) any matter or thing done, or omitted to be done, in relation to the Charged Property under those powers; or
 - (c) any default or delay by the Obligor in performing any of its obligations under this Security Agreement.

9. **Release**

Subject to clause 18.3, on the expiry of the Security Period (but not otherwise) the Seller shall, at the request and cost of the Obligor, take whatever action is necessary to release the Charged Property from the security constituted by this Security Agreement.

10. **Assignment and transfer**

Assignment by Seller

- 10.1 At any time, without the consent of the Obligor, the Seller may assign or transfer any or all of its rights and obligations under this Security Agreement.
- 10.2 The Seller may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Obligor, the Secured Assets and this Security Agreement that the Seller considers appropriate.

Assignment by Obligor

- 10.3 The Obligor may not assign any of its rights, or transfer any of its rights or obligations, under this Security Agreement.

11. **Further assurance**

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

12. **Power of attorney**

Power of attorney

- 12.1 By way of security, the Obligor irrevocably appoints the Seller and every Receiver separately, to be the attorney of the Obligor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things which:
 - (a) the Obligor is required to execute and do under this Security Agreement, (including, the execution of any document required by the Seller under clause 11); and
 - (b) any attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by this Security Agreement or by law on the Seller or any Receiver.

Ratification of acts of attorney

- 12.2 The Obligor ratifies and confirms, and agrees to ratify and confirm, anything which any of its attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in clause 12.1.

13. **Set-off**

Seller's right of set-off

- 13.1 The Seller may at any time set off any liability of the Obligor to the Seller against any liability of the Seller to the Obligor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Security Agreement. If the liabilities to be set off are expressed in different currencies, the Seller may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Seller of its rights under this clause 13 shall not limit or affect any other rights or remedies available to it under this Security Agreement or otherwise.

No obligation to set off

- 13.2 The Seller is not obliged to exercise its rights under clause 13.1. If, however, it does exercise those rights it must promptly notify the Obligor of the set-off that has been made.

14. **Amendments, waivers and consents**

Amendments

- 14.1 No amendment of this Security Agreement shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

Waivers and consents

- 14.2 A waiver of any right or remedy under this Security Agreement or by law, or any consent given under this Security Agreement, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- 14.3 A failure or delay by a party to exercise any right or remedy provided under this Security Agreement or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Security Agreement. No single or partial exercise of any right or remedy provided under this Security Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Security Agreement by the Seller shall be effective unless it is in writing.

Rights and remedies

- 14.4 The rights and remedies provided under this Security Agreement are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

15. Severance

If any provision (or part of a provision) of this Security Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Security Agreement.

16. Counterparts

- 16.1 This Security Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.
- 16.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

17. Third party rights

Except as expressly provided elsewhere in this Security Agreement a person who is not a party to this Security Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Security Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

18. Further provisions*Independent security*

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

Continuing security

- 18.2 This Security Agreement shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account or intermediate payment or other matter or thing, unless and until the Seller discharges this Security Agreement in writing.

Discharge conditional

- 18.3 Any release, discharge or settlement between the Obligor and the Seller shall be deemed conditional on no payment or security received by the Seller 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. Despite any such release, discharge or settlement:

- (a) the Seller or its nominee may retain this Security Agreement and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Charged Property, for such period as the Seller deems necessary to provide the Seller with security against any such avoidance, reduction or order for refund; and
- (b) the Seller may recover the value or amount of such security or payment from the Obligor subsequently as if such release, discharge or settlement had not occurred.

Certificates

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

Consolidation

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

Partial invalidity

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

19. Notices

Delivery

- 19.1 Any notice or other communication to be given to a party under or in connection with this Security Agreement shall be:
- (a) in writing, in the English language;
 - (b) delivered by hand or sent by first class post or other next Business Day delivery service providing proof of postage, in either case, to that party's address specified in the Parties recital of this Security Agreement (or to such other address as that party may notify from time to time); and
- deemed received (provided the foregoing provisions of this clause 19.1 have been complied with), in accordance with clauses 19.2 or 19.4 (as appropriate).

Receipt by Obligor

- 19.2 Any notice or other communication that the Seller gives to the Obligor shall be deemed to have been received:
- (a) if delivered by hand, at the time it is left at the relevant address;
 - (b) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and
 - (c) if sent by fax, when received in legible form.
- 19.3 A notice or other communication given as described in clause 19.2(a) or clause 19.2(c) on a day that is not a Business Day, or after business hours, in the place it is received, shall be deemed to have been received at the commencement of business hours on the next Business Day thereafter.

Receipt by Seller

- 19.4 Any notice or other communication given to the Seller shall be deemed to have been received only on actual receipt.

Service of proceedings

- 19.5 Subject to clause 19.6, this clause 19 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 19.6 The Obligor irrevocably consents to any process in any proceedings being served on it in accordance with the provisions of clause 19. Nothing contained in this Security Agreement shall affect the right to serve process in any other matter permitted by law.

No notice by e-mail

- 19.7 A notice or other communication given under or in connection with this Security Agreement is not valid if sent by e-mail.

20. Governing law and jurisdiction

- 20.1 This Security Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.
- 20.2 Each party irrevocably agrees that, subject as provided below, the courts of England shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Security Agreement or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Seller to take proceedings against the Obligor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

IN WITNESS WHEREOF this Security Agreement has been executed and delivered as a **Deed** and takes effect on the date first stated above.

Schedule 1 Covenants

Part 1. General covenants

1. Negative pledge and disposal restrictions

The Obligor shall not, at any time, except with the prior written consent of the Seller:

- (a) create, purport to create or permit to subsist any Security on or in relation to the Charged Property other than this Security Agreement; or
- (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property except disposals in the ordinary course of business of assets which are only subject to the floating charge under clause 3.1(d) at a time when the floating charge has not crystallised; or
- (c) create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.

2. Preservation of Charged Property

The Obligor shall not do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Seller or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this Security Agreement.

3. Enforcement of rights

The Obligor shall use its best endeavours to:

- (a) procure the prompt observance and performance of the covenants and other obligations imposed on the Obligor's counterparties; and
- (b) enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Property which the Seller may require from time to time.

4. Compliance with laws

The Obligor will at all times comply with all laws in respect of or affecting the Charged Property.

5. Notice of breaches

The Obligor shall within two Business Days of becoming aware of any of the same give the Seller notice in writing of any breach of any covenant set out in this Schedule 1.

6. Conduct of business

The Obligor shall carry on its trade and business in accordance with the standards of good management from time to time current in such trade or business.

7. Obligor's waiver of set-off

The Obligor waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by the Obligor under this Security Agreement).

8. Disclosure

The Obligor consents to the disclosure by the Seller of any information about the Obligor, this Security Agreement, the Charged Property and the Secured Liabilities to:

- (a) any person to whom the Seller has assigned or transferred, or proposes or may propose to assign or transfer, all or any of its rights and benefits under this Security Agreement or the Secured Liabilities; or
- (b) any person with whom the Seller has entered into, or proposes or may propose to enter into, any contractual arrangements in connection with this Security Agreement or the Secured Liabilities; or
- (c) any subsidiary or agent of the Seller; or
- (d) any other person if required or permitted by law to do so.

Part 2. Property covenants

1. Maintenance and insurance

The Obligor shall:

- (a) keep all buildings and all fixtures belonging to the Obligor on each Property in good and substantial repair and condition; and
- (b) insure, and keep insured, those buildings and fixtures with such insurer and against such risks and in such amounts and otherwise on such terms as the Seller may require (and, failing such requirement, in accordance with the practice in respect of items of the same type current amongst prudent businessmen from time to time).

2. Compliance with covenants and payment of rent

The Obligor shall:

- (a) observe and perform all covenants, stipulations and conditions to which each Property, or the use of it, is or may be subjected and (if the Seller so requires) produce to the Seller evidence sufficient to satisfy the Seller that those covenants, stipulations and conditions have been observed and performed; and
- (b) (without prejudice to the generality of the foregoing), where a Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time and perform and observe all the tenant's covenants and conditions.

3. Maintenance of interests in Properties

The Obligor shall not, without the prior written consent of the Seller:

- (a) grant, or agree to grant, any licence or tenancy affecting the whole or any part of any Property or exercise the statutory powers of leasing (or agreeing to lease) or of accepting (or agreeing to accept) surrenders under sections 99 or 100 of the Law of Property Act 1925; or
- (b) in any other way dispose of, or agree to dispose of, surrender or create any legal or equitable estate or interest in the whole or any part of any Property.

4. Development restrictions

The Obligor shall not, without the prior written consent of the Seller, carry out or permit or suffer to be carried out on any Property any development as defined in the Town and Country Planning Act 1990 or change or permit or suffer to be changed the use of any Property.

5. No restrictive obligations

The Obligor shall not, without the prior written consent of the Seller, enter into any onerous or restrictive obligations affecting the whole or any part of any Property or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of any Property.

6. Proprietary rights

The Obligor shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of any Property, without the prior written consent of the Seller.

7. Inspection

The Obligor shall permit the Seller and any Receiver and any person appointed by either of them, to enter on and inspect any Property on reasonable prior notice.

8. Property information

The Obligor shall inform the Seller promptly of any acquisition by the Obligor of, or contract made by the Obligor to acquire, any freehold, leasehold or other interest in any property.

9. **HM Land Registry disposal restriction**

In respect of any Property, or part of or interest in any Property title, which is registered at HM Land Registry, the Obligor will apply (within 15 Business Days of the date of this Security Agreement) to HM Chief Registrar to enter the following restriction on the Proprietorship Register of the title to such Property:

"Except under an order of the Registrar, no disposition or dealing is to be registered without the consent of the proprietor for the time being of the deed dated [DATE] in favour of Paul Hamilton".

Part 3. Equipment covenants

1. **Equipment information**

The Obligor shall:

- (a) give the Seller such information concerning the location, condition, use and operation of the Equipment as the Seller may require; and
- (b) permit any persons designated by the Seller to inspect and examine the Equipment, and the records relating to the Equipment, at all reasonable times.

2. **Equipment insurance**

The Obligor shall:

- (a) at its own expense, procure that the Equipment is covered, and kept covered, by insurance of a kind satisfactory to the Seller with insurers approved by the Seller (such approval not to be unreasonably withheld) for full comprehensive insurance cover, which shall include (but not be limited to) fire, theft and accident, for an amount which is not less than the aggregate cost of reinstating or replacing such Equipment;
- (b) if the Seller so requires, procure that the interest of the Seller is noted on all such insurance policies or, at the option of the Seller, that such insurance policies are issued in the joint names of the Seller and the Obligor; and
- (c) maintain insurance for third party liabilities in such amount, and on such terms, as is usual for users of equipment of the same type as the Equipment.

3. **Notice of charge**

The Obligor shall, if so requested by the Seller, place and maintain on each item of Equipment, in a conspicuous place, a clearly legible identification plate containing the following wording:

"NOTICE OF CHARGE

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

Schedule 2 Powers of the Seller

1. Power to remedy

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

2. Exercise of rights

- 2.1 The rights of the Seller under paragraph 1 of this Schedule 2 are without prejudice to any other rights of the Seller under this Security Agreement. The exercise of those rights shall not make the Seller liable to account as a mortgagee in possession.

3. Power to dispose of chattels

- 3.1 At any time after the security constituted by this Security Agreement has become enforceable, the Seller or any Receiver:
- (a) may dispose of any chattels or produce found on any Property as agent for the Obligor; and
 - (b) without prejudice to any obligation to account for the proceeds of any sale of such chattels or produce, shall be indemnified by the Obligor against any liability arising from such disposal.

4. Prior Security

- 4.1 At any time after the security constituted by this Security Agreement has become enforceable, or after any powers conferred by any Security having priority to this Security Agreement shall have become exercisable, the Seller may:
- (a) redeem such or any other prior Security or procure its transfer to itself; and
 - (b) settle any account of the holder of any prior Security.

Any accounts shall be, in the absence of any manifest error, conclusive and binding on the Obligor. All monies paid by the Seller to an encumbrancer in settlement of such an account shall, as from its payment by the Seller, be due from the Obligor to the Seller on current account and shall bear interest at the Default Interest Rate and be secured as part of the Secured Liabilities.

5. New accounts

- 5.1 If the Seller receives notice of any subsequent Security, or other interest, affecting all or part of the Charged Property, the Seller may open a new account for the Obligor in the Seller's books. Without prejudice to the Seller's right to combine accounts, no money paid to the credit of the Obligor in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.
- 5.2 If the Seller does not open a new account immediately on receipt of notice under paragraph 5.1 of this Schedule 2, then, unless the Seller gives express written notice to the contrary to the Obligor, all payments made by the Obligor to the Seller shall be treated as having been credited to a new account of the Obligor and not as having been applied in reduction of the Secured Liabilities as from the time of receipt of the relevant notice by the Seller.

6. Seller's set-off rights

- 6.1 If the Seller has more than one account for the Obligor in its books, the Seller may, at any time after:
- (a) the security constituted by this Security Agreement has become enforceable; or
 - (b) the Seller has received notice of any subsequent Security or other interest affecting all or any part of the Charged Property,

transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account which may be in debit (but the Seller shall notify the Obligor of the transfer once made).

7. **Indulgence**

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

Schedule 3 Enforcement

1. Enforcement events

This Security Agreement shall be enforceable if:

- (a) an Event of Default occurs; or
- (b) the Buyer commits a material breach of this Security Agreement,

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

2. Statutory power of sale

The statutory powers of sale conferred by the Law of Property Act 1925 shall, as between the Seller and a purchaser from the Seller, arise on and be exercisable at any time after, the execution of this Security Agreement but the Seller shall not exercise such power of sale until the security constituted by this Security Agreement has become enforceable under paragraph 1 of this Schedule 3.

3. Extension of statutory powers

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

4. Protection of third parties

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

- (a) to enquire whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged, or whether the power the Seller or a Receiver is purporting to exercise has become exercisable; or
- (b) to see to the application of any money paid to the Seller or any Receiver.

5. No liability as mortgagee in possession

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

6. Appointment of Receiver

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

- (a) appoint by way of deed, or otherwise in writing, any one or more person or persons to be a receiver or a receiver and manager, of all or any part of the Charged Property; and
- (b) (subject to section 45 of the Insolvency Act 1986) from time to time, by way of deed, or otherwise in writing, remove any person appointed to be Receiver and may, in a similar manner, appoint another in his place.

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

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

7. Power of sale additional

- 7.1 The powers of sale and appointing a Receiver conferred by this Security Agreement shall be in addition to all statutory and other powers of the Seller under the Insolvency Act 1986, the Law of Property Act 1925 or otherwise, and shall be exercisable without the restrictions contained in Sections 103 and 109 of the Law of Property Act 1925 or otherwise.
- 7.2 The power to appoint a Receiver (whether conferred by this Security Agreement or by statute) shall be, and remain, exercisable by the Seller despite any prior appointment in respect of all or any part of the Charged Property.

8. Agent of the Obligor

Any Receiver appointed by the Seller under this Security Agreement shall be the agent of the Obligor and the Obligor shall be solely responsible for his acts and remuneration, as well as for any defaults committed by him.

9. Powers of Receiver

Any Receiver appointed by the Seller under this Security Agreement shall, in addition to the powers conferred on him by the Law of Property Act 1925 and the Insolvency Act 1986, have the power to do all such acts and things as an absolute owner could do in the management of such of the Charged Property over which the Receiver is appointed and, in particular, the powers set out in Schedule 4.

10. Order of application of proceeds

All monies received by the Seller or a Receiver in the exercise of any enforcement power conferred by this Security Agreement shall be applied:

- (a) first, in paying all unpaid fees, costs and other liability incurred by or on behalf of the Seller (and any Receiver, attorney or agent appointed by it);
- (b) second, in paying the remuneration of any Receiver (as agreed between the Receiver and the Seller);
- (c) third, in or towards discharge of the Secured Liabilities in such order and manner as the Seller determines; and
- (d) finally, in paying any surplus to the Obligor or any other person entitled to it.

11. Appropriation

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

12. Suspense account

All monies received by the Seller or a Receiver under this Security Agreement may, at the discretion of the Seller or Receiver, be credited to any suspense or securities realised account and shall bear interest at such rate, if any, as may be agreed in writing between the Seller and the Obligor, and may be held in such account for so long as the Seller or Receiver thinks fit.

13. Appointment of an Administrator

- 13.1 The Seller may, without notice to the Obligor, appoint any one or more persons to be an administrator of the Obligor pursuant to Paragraph 14 Schedule B1 of the Insolvency Act 1986 if this Security Agreement becomes enforceable.
- 13.2 Any appointment under this paragraph 13 of Schedule 3 shall:
- (a) be in writing signed by a duly authorised signatory of the Seller; and

- (b) take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986, when the requirements of paragraph 18 of that Schedule B1 are satisfied.
- 13.3 The Seller may (subject to any necessary approval from the court) end the appointment of an Administrator by notice in writing in accordance with this paragraph 13 of Schedule 3 and appoint a replacement for any Administrator whose appointment ends for any reason under that paragraph.

Schedule 4 Further powers of a Receiver

1. Power to repair and develop Properties

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

2. Power to surrender leases

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

3. Power to employ personnel and advisors

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

4. Power to make VAT elections

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

5. Power to charge for remuneration

A Receiver may charge and receive such sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) as the Seller may prescribe or agree with him.

6. Power to realise Charged Property

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

7. Power to manage or reconstruct the Obligor's business

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

8. Power to dispose of Charged Property

A Receiver may grant options and licences over all or any part of the Charged Property, sell or concur in selling, assign or concur in assigning, lease or concur in leasing and accept or concur in accepting surrenders of leases of all or any of the property of the Obligor in respect of which he is appointed in such manner, and generally on such terms and conditions, as he thinks fit (fixtures and plant and machinery may be severed and sold separately from the premises in which they are contained without the consent of the Obligor), and to carry any such sale, assignment, leasing or surrender into effect. Any such sale may be for such consideration as the Receiver thinks fit and he may promote, or concur in promoting, a company to purchase the property to be sold.

9. Power to sell Book Debts

A Receiver may sell and assign all or any of the Book Debts in respect of which he is appointed in such manner, and generally on such terms and conditions, as he thinks fit.

10. Power to make settlements

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

11. Power to improve the Equipment

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

12. Power to make calls on Obligor members

A Receiver may make calls, conditionally or unconditionally, on the members of the Obligor in respect of the uncalled capital with such and the same powers for that purpose, and for the

purpose of enforcing payments of any calls so made, as are conferred by the articles of association of the Obligor on its directors in respect of calls authorised to be made by them.

13. **Power to appoint**

A Receiver may appoint managers, officers, servants, workmen and agents for the purposes of this Schedule 4 at such salaries, for such periods and on such terms as he may determine.

14. **Power to insure**

A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause 8, effect with any insurer any policy of insurance, either in lieu or satisfaction of, or in addition to, such insurance.

15. **Powers under Law of Property Act 1925**

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

16. **Power to borrow**

A Receiver may, for any of the purposes authorised by this Schedule 4, raise money by borrowing from the Seller (or from any other person) on the security of all or any of the Charged Property in respect of which he is appointed on such terms as he shall think fit (including, if the Seller consents, terms under which such security ranks in priority to this Security Agreement).

17. **Power to redeem prior Security**

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

18. **Incidental powers**

A Receiver may do all such other acts and things as he may consider incidental or conducive to any of the matters or powers in this Schedule 4 or which he lawfully may or can do as agent for the Obligor.

19. **Scope of powers**

Any exercise of any of the powers given by this Schedule 4 may be on behalf of the Obligor, the directors of the Obligor (in the case of the power contained in paragraph 12 of Schedule 4) or himself.

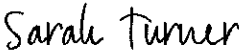
Executed as a **Deed** by
BORIS FLETCHER LIMITED
acting by one of its directors
in the presence of:

Witness Signature:

Name:

Address:

Occupation:

DocuSigned by:

.....A23AE51BEC9E478.....
Sarah Turner

22 Kiplin Drive
Norton
Doncaster
DN6 9GD

HS Manager


Executed as a **Deed** by
PAUL HAMILTON
in the presence of:

Witness Signature:

Name:


Address:

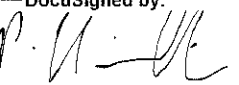
Occupation:

DocuSigned by:

.....48FD33D310364E2.....
Joanne Haasz

55 Aldcliffe Crescent
Balby
Doncaster
DN4 9SE

Accountant

DocuSigned by:

.....C40FB07A0GA8479.....
Gavin Craven
(a Director)

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P. Hamilton