



**Registration of a Charge**

Company name: **BIBALOO LTD**

Company number: **SC337052**

Received for Electronic Filing: **05/03/2018**



X712U25N

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**Details of Charge**

Date of creation: **02/03/2018**

Charge code: **SC33 7052 0002**

Persons entitled: **ROWANMOOR TRUSTEES LIMITED, COLIN VINCENT WRIGHT AND AMELIA ANNE WRIGHT**

Brief description:

**Contains fixed charge(s).**

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

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**Authentication of Form**

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

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**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: **ANDREW PAGE**



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

Company number: 337052

Charge code: SC33 7052 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 2nd March 2018 and created by BIBALOO LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th March 2018 .

Given at Companies House, Edinburgh on 6th March 2018

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** 2 March **2018**

**BIBALOO LTD**

**AND**

**ROWANMOOR TRUSTEES LIMITED**

**AND**

**COLIN VINCENT WRIGHT AND AMELIA ANNE WRIGHT**

**DEBENTURE**



**McHALE & CO**  
**SOLICITORS**

**19-21 High Street**  
**Altrincham**

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THIS DEBENTURE is dated

2 March

2018

#### **PARTIES**

- (1) **BIBALOO LTD** incorporated and registered in Scotland with company number SC337052 whose registered office is at Brodies Llp, 15 Atholl Crescent, Edinburgh, Scotland, EH3 8HA (the "**Chargor**"); and
- (2) **ROWANMOOR TRUSTEES LIMITED** incorporated and registered in England and Wales with company number 01846413 whose registered office is at Rowanmoor House, 46-50 Castle Street, Salisbury, Wiltshire, SP1 3TS and **COLIN VINCENT WRIGHT** and **AMELIA ANNE WRIGHT** both of Bentley Hall, Fenny Bentley, Ashbourne, Derbyshire, DE6 1LE as trustees of the Wright Family SSAS (the "**Lender**").

#### **BACKGROUND**

- (A) The Lender has agreed, pursuant to the Facility Agreement, to provide the Borrower with facility on a secured basis.
- (B) Under this deed, the Chargor provides security to the Lender for the facility made available to the Borrower under the Facility Agreement.

#### **AGREED TERMS**

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

##### **1.1 Definitions**

Terms defined in the Facility Agreement shall, unless otherwise defined in this deed, have the same meaning in this deed. In addition, the following definitions apply in this deed:

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

**Borrower:** Young Ideas Limited (Company number 01703991).

**Business Day:** a day (other than a Saturday or Sunday) on which banks are open for general business in London.

**Charged Property:** all the assets, property and undertaking detailed in clauses 3.1(a) – (c) including but not limited to the IPR, for the time being subject to the security interests created by this debenture (and references to the Charged Property include references to any part of it).

**Costs:** all costs, charges, expenses and liabilities of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax charged on Costs.

**Debts:** book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Encumbrances and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights.

**Encumbrance:** any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**Environment:** all of the air, water and land including the air within buildings and the air within other natural or man-made structures above or below ground, ground and surface water and surface and sub-surface soil.

**Environmental Law:** all applicable statutes, treaties, regulations, directives or similar measures relating to the pollution or protection of the Environment that affects the Charged Property.

**Equipment:** all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Chargor, including any part of it and all spare parts, replacements, modifications and additions.

**Event of Default:** has the meaning given to that expression in the Facility Agreement.

**Facility Agreement:** the facility agreement dated on or about the date of this deed between the Borrower and the Lender for the provision of the term loan facility secured by this deed.

**Finance Documents:** has the meaning given to that expression in the Facility Agreement.

**IPR:** all and any intellectual property rights of the Chargor subsisting at any time in any part of the world including (without limitation) the patents, trade marks, marks, trade names, design rights and copyrights (whether any such rights are registered or unregistered), applications for any of the foregoing, all rights in to or in connection with confidential information and all property rights similar to those specified above including those subsisting in to or in connection with the style of presentation of goods or services, inventions, discoveries, concepts, drawings, computer programs, databases.



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

**Receiver:** a receiver and/or manager of any or all of the Charged Property appointed pursuant to paragraph 6 of Schedule 5.

**Rights:** any Security or other right or benefit whether arising by set-off, counterclaim, subrogation, indemnity, proof in liquidation or otherwise and whether from contribution or otherwise.

**Secured Liabilities:** all present and future monies, obligations and liabilities of the Borrower and/or the Chargor to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Facility Agreement and the Finance Documents (including, without limitation, those arising under clause 12.3), together with all interest (including, without limitation, default interest) accruing in respect of those obligations or liabilities.

**Securities:** all stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise and all interests (including but not limited to loan capital) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest, or otherwise in respect thereof.

**Security Period:** the period starting on the date of this debenture and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

## 1.2 Interpretation

In this debenture:

- (a) any reference to any statute or statutory provision includes a reference to any subordinate legislation made under that statute or statutory provision, to any modification, re-enactment or extension of that statute or statutory provision and to any former statute or statutory provision which it consolidated or re-enacted before the date of this debenture;
- (b) a reference to one gender includes a reference to the other gender;
- (c) words in the singular include the plural and in the plural include the singular;

- (d) a reference to a clause or schedule is to a clause or schedule of or to this debenture unless the context requires otherwise;
- (e) a reference to **this debenture** (or any specified provision of it) or any other document shall be construed as a reference to this debenture, that provision or that document as in force for the time being and as amended, varied or supplemented from time to time;
- (f) a reference to a **person** shall be construed as including a reference to an individual, firm, corporation, unincorporated body of persons or any state or any agency of a person;
- (g) a reference to an **amendment** includes a supplement, variation, novation or re-enactment (and **amended** shall be construed accordingly);
- (h) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- (i) a reference to an **authorisation** includes an authorisation, consent, licence, approval, resolution, exemption, filing, registration and notarisation;
- (j) a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and
- (k) the headings do not form part of this debenture or any part of it and do not affect its interpretation.

### 1.3 **Clawback**

If the Lender considers that an amount paid by the Borrower or the Chargor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Borrower or the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

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

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

- (a) all buildings and fixtures (including trade and tenant's fixtures) which are at any time situated on that property;
- (b) the proceeds of sale of any part of that property; and

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

#### **1.5 Law of Property (Miscellaneous Provisions) Act 1989**

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Facility Agreement and of any side letters between any parties in relation to the Facility Agreement are incorporated into this deed.

#### **1.6 Insolvency Act 1986**

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

### **2. COVENANT TO PAY**

The Chargor shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due.

### **3. GRANT OF SECURITY**

#### **3.1 Charging clause**

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

- (a) by way of first legal mortgage, all the Properties listed in Schedule 1;
- (b) by way of first fixed charge:
  - (i) all Properties acquired by the Chargor in the future;
  - (ii) all present and future interests of the Chargor not effectively mortgaged or charged under the preceding provisions of this clause 3 in or over freehold or leasehold property;
  - (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 Chargor'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 Chargor; and
  - (vi) all Equipment; and
  - (vii) all Securities now or from time to time hereafter owned by the Chargor or in which the Chargor has an interest; and
  - (viii) all Debts now or from time to time hereafter owned by the Chargor or in which the Chargor has an interest (whether originally owing to such Chargor or purchased or otherwise acquired by it);
  - (ix) the IPR;
  - (x) by way of first fixed charge, the proceeds of collection of all Debts
- (c) by way of first floating charge, all the undertaking, property, assets and rights of the Chargor at any time not effectively mortgaged, charged or assigned pursuant to clause 3.1(a) and clause 3.1(b).

### **3.2 Automatic conversion of floating charge**

The floating charge created by clause 3.1(c) shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if:

- (a) the Chargor:
  - (i) creates, or attempts to create, without the prior written consent of the Lender, Security or a trust in favour of another person over all or any part of the Charged Property (except as expressly permitted by the terms of this deed or the Facility Agreement); or
  - (ii) disposes, or attempts to dispose of, all or any part of the Charged Property (other than Charged Property that are only subject to the floating charge while it remains uncrystallised in the ordinary course of business); or
- (b) any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Charged Property; or
- (c) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Chargor,

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

The Lender may, in its sole discretion, at any time and by written notice to the Chargor, convert the floating charge created under this deed into a fixed charge as regards any part of the Charged Property specified by the Lender in that notice.

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

Any asset acquired by the Chargor after any crystallisation of the floating charge created under this debenture that, but for that crystallisation, would be subject to a floating charge under this deed, shall (unless the Lender confirms otherwise to the Chargor in writing) be charged to the Lender by way of first fixed charge.

### **4. LIABILITY OF THE CHARGOR**

#### **4.1 Liability not discharged**

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

- (a) any intermediate payment, settlement of account or discharge in whole or in part of the Secured Liabilities;
- (b) any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Lender may now or after the date of this deed have from or against the Borrower, the Chargor or any other person in connection with the Secured Liabilities;
- (c) any act or omission by the Lender or any other person in taking up, perfecting or enforcing any Security, indemnity, or guarantee from or against the Borrower, the Chargor or any other person;
- (d) any termination, amendment, variation, novation, replacement or supplement of or to any of the Secured Liabilities;
- (e) any grant of time, indulgence, waiver or concession to the Borrower, the Chargor or any other person;
- (f) any insolvency, bankruptcy, liquidation, administration, winding up, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of the Borrower, the Chargor or any other person;
- (g) any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or Security held from, the Borrower, the Chargor or any other person in connection with the Secured Liabilities;

- (h) any claim or enforcement of payment from the Borrower, the Chargor or any other person; or
- (i) any other act or omission which would not have discharged or affected the liability of the Chargor had it been a principal debtor or anything done or omitted by any person which, but for this provision, might operate to exonerate or discharge the Chargor or otherwise reduce or extinguish its liability under this deed.

#### **4.2 Immediate recourse**

The Chargor waives any right it may have to require the Lender:

- (a) to take any action or obtain judgment in any court against the Borrower or any other person;
- (b) to make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Borrower or any other person; or
- (c) to make demand, enforce or seek to enforce any claim, right or remedy against the Borrower or any other person,

before taking steps to enforce any of its rights or remedies under this deed.

#### **4.3 Non-competition**

The Chargor warrants to the Lender that it has not taken or received, and shall not take, exercise or receive the benefit of any Rights from or against the Borrower, its liquidator, an administrator, co-guarantor or any other person in connection with any liability of, or payment by, the Chargor under this deed but:

- (a) if any of the Rights is taken, exercised or received by the Chargor, those Rights and all monies at any time received or held in respect of those Rights shall be held by the Chargor on trust for the Lender for application in or towards the discharge of the Secured Liabilities under this deed; and
- (b) on demand by the Lender, the Chargor shall promptly transfer, assign or pay to the Lender all other Rights and all monies from time to time held on trust by the Chargor under this *Clause 4.3*.

### **5. REPRESENTATIONS AND WARRANTIES**

The Chargor makes the representations and warranties set out in Schedule 2.

**6. COVENANTS**

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

**7. POWERS OF THE LENDER**

The Lender shall have the powers set out in Schedule 4.

**8. ENFORCEMENT**

The security constituted by this debenture shall be immediately enforceable in any of the circumstances set out in Schedule 5.

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

**9. COSTS AND INDEMNITY**

The Chargor shall pay to or reimburse the Lender and any Receiver on demand, on a full indemnity basis, all Costs incurred by the Lender and any Receiver in relation to:

- (a) this debenture or the Charged Property; or
- (b) protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's rights under this debenture; or
- (c) suing for or recovering any of the Secured Liabilities,

(including, without limitation, the Costs of any proceedings in relation to this debenture or the Secured Liabilities).

The Lender and 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:

- (d) the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this debenture; and
- (e) any matter or thing done or omitted to be done in relation to the Charged Property under those powers.

**10. RELEASE**

Subject to clause 12.3, upon the expiry of the Security Period (but not otherwise) the Lender shall, at the request and cost of the Chargor, take whatever action is necessary to release the Charged Property from the security constituted by this debenture.

**11. ASSIGNMENT AND TRANSFER**

**11.1 Assignment by Lender**

The Lender may at any time, without the consent of the Chargor, assign or transfer the whole or any part of its rights under this debenture to any person.

**11.2 Assignment by Chargor**

The Chargor may not assign any of its rights or transfer any of its obligations under this debenture or enter into any transaction, which would result in any of these rights or obligations passing to another person.

**12. FURTHER PROVISIONS**

**12.1 Independent security**

The security constituted by this deed shall be in addition to, and independent of, any other security or guarantee that the Lender may hold for any of the Secured Liabilities at any time. No prior security held by the Lender over the whole or any part of the Charged Property shall merge in the security created by this deed.

**12.2 Continuing security**

The security constituted by this debenture 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 Lender discharges this deed in writing.

**12.3 Discharge conditional**

Any release, discharge or settlement between the Chargor and the Lender shall be deemed conditional on no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered



to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

- (a) the Lender or its nominee may retain this deed 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 any period that the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and
- (b) the Lender may recover the value or amount of such security or payment from the Chargor subsequently as if the release, discharge or settlement had not occurred.

#### **12.4 Certificates**

A certificate or determination by the Lender as to any amount for the time being due to it from the Chargor under this deed and the Facility Agreement shall be, in the absence of any manifest error, conclusive evidence of the amount due.

#### **12.5 Rights cumulative**

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

#### **12.6 Waivers**

Any waiver or variation of any right by the Lender (whether arising under this debenture or under the general law) is only effective if it is in writing and signed by the Lender and applies only in the circumstances for which it was given and shall not prevent the Lender from subsequently relying on the relevant provision.

#### **12.7 Further exercise of rights**

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

#### **12.8 Delay**

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

**12.9 Single or partial exercise**

No single or partial exercise of any right under this debenture shall prevent any other or further exercise of that or any other such right.

**12.10 Consolidation**

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

**12.11 Partial invalidity**

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this debenture under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions.

**12.12 Counterparts**

This debenture may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

**12.13 Third party rights**

A third party (being any person other than the Chargor, the Lender and their permitted successors and assigns) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this debenture.

**13. NOTICES**

Any notice or other communication given under this debenture shall be in writing and shall be served by delivering it personally or by sending it by pre-paid first-class post or by fax to the address and for the attention of the relevant party as set out in Schedule 7 or such other address or fax number as may be notified in writing from time to time by the relevant party to the other party.

Receipt of any notice, given under clause 13 above, shall be deemed to be:

- (a) if delivered personally, at the time of delivery; or
- (b) in the case of pre-paid first-class letter, 48 hours from the date of posting; or

but if deemed receipt occurs:

- (i) before 9:00 am on a Business Day, the notice shall be deemed to have been received at 9:00 am on that day; or
- (ii) after 5:00 pm on a Business Day or on a day that is not a Business Day, the notice shall be deemed to have been received at 9:00 am on the next Business Day.

In proving service of a notice, it shall be sufficient to prove that either:

- (c) the envelope containing such notice was addressed to the address of the relevant party as set out in Schedule 7 (or as otherwise notified by that party under clause 13 above) and delivered either:
  - (i) to that address, or
  - (ii) into the custody of the postal authorities as a pre-paid recorded delivery; or

Notice given under this debenture shall not be validly served if sent by e-mail.

#### **14. GOVERNING LAW**

This debenture shall be governed by and construed according to the law of England and Wales.

#### **15. LIMITATION OF LIABILITY**

The liability of Rowanmoor Trustees Limited is in all circumstances limited to the assets of Wright Family SSAS.

#### **16. JURISDICTION**

Each party irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of England and Wales over any claim or matter arising out of or in connection with this debenture.

Nothing contained in this debenture shall affect the right to serve process in any other manner permitted by law.

This agreement has been entered into on the date stated at the beginning of it.

**Schedule 1 Property**

**Part 1. Registered property**

**Part 2. Unregistered property**

## **Schedule 2 Representations and Warranties**

### **1. OWNERSHIP OF CHARGED PROPERTY**

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

### **2. ADVERSE CLAIMS**

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

### **3. ADVERSE COVENANTS**

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

### **4. NO BREACH OF LAWS**

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

### **5. NO INTERFERENCE IN ENJOYMENT**

No facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use.

### **6. NO OVERRIDING INTERESTS**

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

### **7. AVOIDANCE OF SECURITY**

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

### **Schedule 3 Covenants**

#### **1. TRADING AND PRESERVATION OF CHARGED PROPERTY**

The Chargor shall:

- (a) carry on its trade and business in accordance with the standards of good management from time to time current in such trade or business on those parts (if any) of the Properties as are, or may be, used for the purposes of trade or business; and
- (b) not do, or permit to be done, any act or thing, which will or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this debenture.

#### **2. STATUTORY COMPLIANCE**

The Chargor shall comply with any statute and all byelaws and regulations relating to its trade or business or the whole or any part of the Charged Property.

#### **3. PROVISION OF INFORMATION**

The Chargor shall:

- (a) promptly provide to the Lender whatever information, documents or papers relating to the Charged Property as the Lender may reasonably from time to time request; and
- (b) inform the Lender promptly of any acquisition by the Chargor of, or contract made by the Chargor to acquire, any freehold, leasehold or other interest in Property.

#### **4. INSURANCE**

4.1 The Chargor shall:

- (a) insure and keep insured all of its undertaking and assets with reputable and responsible insurers previously approved by the Lender in such manner and to such extent as is reasonable and customary for an enterprise engaged in the same or similar business and in the same or similar localities against such risks and contingencies as the Lender shall from time to time request;

- (b) procure that the interest of the Lender is noted on all its policies of insurance in such manner as the Lender may in its absolute discretion require; and
- (c) duly and punctually pay all premiums and any other monies necessary for maintaining its insurance in full force and effect.

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

- (a) in making good or in recouping expenditure incurred in making good any loss or damage; or
- (b) if the Lender in its discretion so requires after an Event of Default or an enforcement event has occurred which has not been waived towards the discharge of the Secured Liabilities.

**5. REPAIR**

The Chargor shall:

- (a) at all times keep in good and substantial repair and condition all the Charged Property including, without limitation, all buildings, erections, structures and fixtures and fittings on and in the Property;
- (b) keep all Equipment in good repair, working order and condition and fit for its purpose; and
- (c) where it is uneconomic to repair any part of the Charged Property, replace such part by another similar asset of equal or greater quality and value.

**6. NOTICE OF BREACH**

The Chargor shall promptly upon becoming aware of all the same give the Lender notice in writing of any breach of:

- (a) any representation or warranty set out in Schedule 2, and
- (b) any covenant set out in this Schedule 3.

**7. TITLE DOCUMENTS**

The Chargor shall on the execution of this debenture (or, if later, the date of acquisition of the relevant Charged Property) deposit with the Lender and the Lender shall during the continuance of this security be entitled to hold all deeds and documents of title relating to the Charged Property which are in the possession or control of the Chargor (and, if not within the possession

and/or control of the Chargor, the Chargor undertakes to obtain possession of all such deeds and documents of title).

**8. FURTHER ASSURANCE**

The Chargor, at its own cost, shall prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as the Lender may reasonably require) in favour of the Lender the Lender shall in its absolute discretion from time to time require over all or any part of the Charged Property.

**9. INSPECTION**

The Chargor shall permit the Lender and any Receiver and any person appointed by either of them to enter upon and inspect any Property during normal business hours upon reasonable prior notice.

**10. CHARGOR'S WAIVER OF SET-OFF**

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

**11. IPR**

**11.1 Without prejudice to the generality of paragraph 1 of this Schedule 3:**

- (a) take all necessary and commercially reasonable action to safeguard, prosecute and maintain its rights, present and future, in or relating to all its IPR including, without limitation, observing all covenants and stipulations relating thereto and paying all applicable application and renewal fees, licence fees and other outgoings;
- (b) use all reasonable efforts to effect registration of applications for registration of any registrable IPR and keep the Lender informed of events relevant to any such application and use all reasonable efforts not to allow any of its IPR to be abandoned or cancelled, to lapse or to be liable to any claim of abandonment for non-use or otherwise;
- (c) notify the Lender forthwith of any infringement or suspected infringement or any challenge to the validity of any of its IPR which may come to its notice, on request supply the Lender with all relevant information in its possession relating thereto and take all steps necessary and commercially reasonable to prevent or bring to an



end any such infringement and to defend any challenge to the validity of any such rights;

- (d) unless otherwise agreed by the Lender at its own cost in respect of its IPR, if requested by the Lender, register and/or assist the Lender in registering (at the cost of such Chargor) in such register or registers in the United Kingdom and elsewhere in the world and with such authorities as may be available for the purpose (and in such name or names as may be required by the law and practice of the place of registration) all charges made hereunder as are capable of registration.

## **Schedule 4 Powers of the Lender**

### **1. POWER TO REMEDY**

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

### **2. EXERCISE OF RIGHTS**

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

### **3. POWER TO DISPOSE OF CHATTELS**

At any time after the security constituted by this debenture shall have become enforceable, the Lender or any Receiver:

- (a) may dispose of any chattels or produce found on any Property as agent for the Chargor; 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 Chargor against any liability arising from such disposal.

### **4. PRIOR ENCUMBRANCES**

At any time after the security constituted by this debenture shall have become enforceable or after any powers conferred by any Encumbrance having priority to this debenture shall have become exercisable, the Lender may:

- (a) redeem such or any other prior Encumbrance or procure its transfer to itself; and
- (b) settle any account of that encumbrancer.

The settlement of any such account shall be conclusive and binding on the Chargor and all monies paid by the Beneficiaries to an encumbrancer in settlement of such an account shall, as from its payment by the Beneficiaries, be due from the Chargor to the Beneficiaries on current account and shall bear interest and be secured as part of the Secured Liabilities.

**5. CURRENCIES OF DENOMINATION**

For the purpose of or pending the discharge of any of the Secured Liabilities the Lender may convert any monies received, recovered or realised by the Lender under this debenture (including the proceeds of any previous conversion under this paragraph 5) from their existing currencies of denomination into such other currencies of denomination as the Lender may think fit and any such conversion shall be effected at the Royal Bank of Scotland's then prevailing spot selling rate of exchange for such other currency against the existing currency. Each previous reference in this paragraph 5 to a currency extends to funds of that currency and for the avoidance of doubt funds of one currency may be converted into different funds of the same currency.

**6. INDULGENCE**

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

## **Schedule 5 Enforcement**

### **1. ENFORCEMENT EVENTS**

This debenture shall be enforceable if:

- (a) any of the Secured Liabilities shall not be paid or discharged when the same ought to be paid or discharged by the Chargor (whether on demand or at scheduled maturity or by acceleration or otherwise, as the case may be); or
- (b) the Chargor shall be in breach of any of its obligations under this debenture or under any other agreement between the Chargor and the Lender and that breach (if capable of remedy) has not been remedied to the satisfaction of the Lender within 14 days of notice by the Lender to the Chargor to remedy the breach,

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

### **2. STATUTORY POWER OF SALE**

The statutory power of sale shall be exercisable at any time after the execution of this debenture, but the Lender shall not exercise such power of sale until the security constituted by this debenture has become enforceable under paragraph 1 of this Schedule 5.

### **3. EXTENSION OF STATUTORY POWERS**

The statutory powers of sale, leasing and accepting surrenders exercisable by the Lender under this debenture are extended so as to authorise the Lender whether in their own name or in that of the Chargor to grant a lease or leases of the whole or any part or parts of the freehold and leasehold property of the Chargor with whatever rights relating to other parts of it and containing whatever covenants on the part of the Chargor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Lender thinks fit.

### **4. PROTECTION OF THIRD PARTIES**

No purchaser, mortgagee or other person dealing with the Lender 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 Lender or a Receiver is purporting to exercise has become exercisable; or
- (b) to see to the application of any money paid to the Beneficiaries or any Receiver.

**5. NO LIABILITY AS MORTGAGEE IN POSSESSION**

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

**6. APPOINTMENT OF RECEIVER**

At any time after the security constituted by this debenture becomes enforceable, or at the request of the Chargor, the Lender on behalf of the Beneficiaries may without further notice:

- (a) appoint under seal or in writing by a duly authorised officer of the Lender 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 under seal or in writing by a duly authorised officer of the Lender remove any person appointed to be Receiver and may in like manner appoint another in his place.

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

**7. POWERS ADDITIONAL**

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

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

**8. AGENT OF THE CHARGOR**

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

**9. POWERS OF RECEIVER**

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

**10. ORDER OF APPLICATION OF PROCEEDS**

All monies received by the Lender or a Receiver (other than insurance monies) shall be applied:

- (a) first in paying all rents, taxes, rates and outgoings whatever affecting any Charged Property;
- (b) second in paying all costs, charges and expenses of and incidental to the appointment of any Receiver and the exercise of his powers and all outgoings paid by him;
- (c) third in paying the remuneration of any Receiver (as agreed between him and the Lender);
- (d) fourth in or towards discharge of the Secured Liabilities in such order and manner as the Lender shall determine; and
- (e) finally in paying any surplus to the Chargor.

**11. SECTION 109(8) LAW OF PROPERTY ACT 1925**

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

**12. SUSPENSE ACCOUNT**

All monies received by the Lender or a Receiver under this debenture may, at the discretion of the Lender 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 Lender and the Chargor and may be held in such account for so long as the Lender or Receiver thinks fit.

**13. POWER OF ATTORNEY**

After an Event of Default or an enforcement event has occurred which has not been waived in writing by the Lender the Chargor irrevocably appoints the Lender and every Receiver separately to be the attorney of the Chargor and in its name and on its behalf and as its act and deed to execute any documents, and do any acts and things which:

- (a) the Chargor is required to execute and do under this debenture; and
- (b) any attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by this debenture or by law on the Lender or any Receiver.

**14. RATIFICATION OF ACTS OF ATTORNEY**

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

**15. APPOINTMENT OF AN ADMINISTRATOR**

15.1 The Lender may without notice to the Chargor appoint any one or more persons to be an administrator of the Chargor pursuant to paragraph 14 Schedule B1 of the Insolvency Act 1986 if this debenture becomes enforceable.

15.2 Any appointment under this paragraph 15 shall:

- (a) be in writing signed by a duly authorised signatory of the Lender, 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.

15.3 The Lender may (subject to any necessary approval from the court) end the appointment of an Administrator by notice in writing in accordance with this

paragraph 15 and appoint under that paragraph a replacement for any Administrator whose appointment ends for any reason.



## **Schedule 6 Further powers of receiver**

### **1. TO REPAIR AND DEVELOP PROPERTIES**

To undertake or complete any works of repair, building or development on the Properties.

### **2. TO SURRENDER LEASES**

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

### **3. TO EMPLOY PERSONNEL AND ADVISORS**

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

### **4. TO MAKE VAT ELECTIONS**

To make such elections for value added tax purposes as he thinks fit.

### **5. TO CHARGE REMUNERATION**

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

### **6. TO REALISE CHARGED PROPERTY**

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

### **7. TO MANAGE OR RECONSTRUCT THE CHARGOR'S BUSINESS**

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

**8. TO DISPOSE OF CHARGED PROPERTY**

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

**9. TO MAKE SETTLEMENTS**

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

**10. TO IMPROVE EQUIPMENT**

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

**11. TO MAKE CALLS ON CHARGOR MEMBERS**

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

**12. TO APPOINT STAFF AND AGENTS**

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

**13. TO INSURE**

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

**14. LAW OF PROPERTY ACT 1925**

To 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 to exercise all powers provided for an administrative receiver in Schedule 1 of the Insolvency Act 1986.

**15. TO BORROW**

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

**16. TO REDEEM PRIOR ENCUMBRANCES**

To redeem any prior Encumbrance and to settle and pass the accounts to which the Encumbrance relates and any accounts so settled and passed will be conclusive and binding on the Chargor and the monies so paid will be deemed to be an expense properly incurred by him.

**17. INCIDENTAL POWERS**

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

**18. SCOPE OF POWERS**

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

#### **Schedule 7 Notice details**

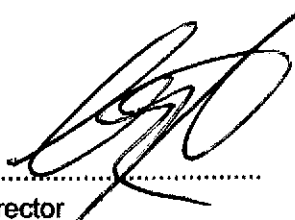
The Chargor: **BIBALOO LTD** of c/o Brodies LLP, Atholl Crescent, Edinburgh, Scotland, EH3 8HA

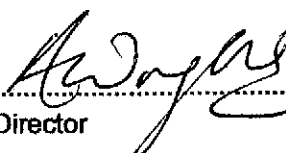
For the attention of: Amelia Anne Wright

The Lender: **ROWANMOOR TRUSTEES LIMITED** incorporated and registered in England and Wales with company number 01846413 whose registered office is at Rowanmoor House, 46-50 Castle Street, Salisbury, Wiltshire, SP1 3TS and **COLIN VINCENT WRIGHT** and **AMELIA ANNE WRIGHT** both of Bentley Hall, Fenny Bentley, Ashbourne, Derbyshire, DE6 1LE as trustees of the Wright Family SSAS.

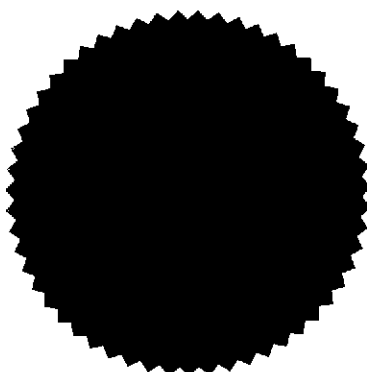
For the attention of: Claudia Wright

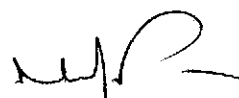
Executed as a deed by BIBALOO LTD acting by two directors:


  
.....  
Director

  
.....  
Director

Executed as a deed by affixing the Common Seal of ROWANMOOR TRUSTEES LIMITED in the presence of



  
.....  
Authorised Signatory for  
ROWANMOOR TRUSTEES  
LIMITED

  
.....  
Authorised Signatory for  
ROWANMOOR TRUSTEES  
LIMITED

Signed as a deed by Colin Vincent Wright in the presence of:

  
.....

Signature of witness

JOANNE LOLEMAN

Name

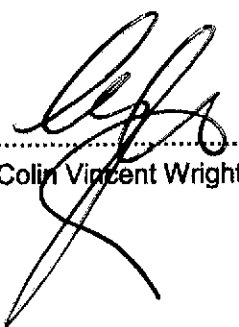
GREENHATE COTTAGE

Address WINDMILL LANE

ABURDON, DEARBES

TEB/JA


CONSULTANT

  
.....  
Colin Vincent Wright

Occupation

Signed as a deed by Amelia Anne  
Wright in the presence of:

  
.....  
Amelia Anne Wright

  
.....  
Signature of witness

..... Joanne Coleman

Name

..... GREENGATE COTTAGE

Address WINDMILL COURT

..... PLYMOUTH, HAMPSHIRE, DE01 1JA -

Occupation

CONSULTANT