

MR01

Particulars of a charge



Companies House

700256/23✓



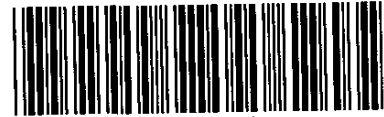
Go online to file this information
www.gov.uk/companieshouse

A fee is be payable
Please see 'How to

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is**
You may not use this
register a charge with
instrument. Use for

WEDNESDAY



A03

A8Y7EEGH

05/02/2020

#279

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 0 0 6 5 0 6 4 9

Company name in full ☒ F.P. (TOOLS) LIMITED



For official use

☒ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 3 d 1 m 0 m 1 y 2 y 0 y 2 y 0

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name ☒ RICHARD PARKIN

Name ☒ PHILIP PARKIN

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

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4

Brief description

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

Brief description



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

Please limit the description to the available space.



5

Other charge or fixed security

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

☒ **Yes**

☐ **No**



6

Floating charge

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

☒ **Yes** Continue

☐ **No** Go to **Section 7**

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

☐ **Yes**



7

Negative Pledge

✓ Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ **Yes**

☐ **No**



8

Trustee statement ^①

✓ You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

^① This statement may be filed after the registration of the charge (use form MR06).



9

Signature

✱ Please sign the form here.

Signature

Signature

X *Continuum Corporate Lawyers LLP* X

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

MRO1

Particulars of a charge



Presenter information

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

Contact name

Company name

CONTINUUM CORPORATE

LAWYERS LLP

Address

3 TEMPLE ROW WEST

Post town

BIRMINGHAM

County/Region

Postcode

B

2

5

N

Y

Country

UNITED KINGDOM

DX

Telephone

0121 214 2490



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

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

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 650649

Charge code: 0065 0649 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st January 2020 and created by F.P. (TOOLS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th February 2020.

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Given at Companies House, Cardiff on 7th February 2020



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 31 January 2020

(1) F.P. (TOOLS) LIMITED

(2) THE INDIVIDUALS LISTED IN SCHEDULE 1

GUARANTEE AND DEBENTURE

CERTIFIED TRUE COPY
OF ORIGINAL DOCUMENT

SIGNED *[Signature]* *AWARD, SELLER*
DATE *4/2/20* *CONTINUUM*
CORPORATE
LAWYERS

Continuum Corporate Lawyers LLP
3 Temple Row West
Birmingham
B2 5NY

This Guarantee and Debenture is made as a deed the 31st day of January 2020 by:

- (1) **F.P. (TOOLS) LIMITED**, a company registered in England and Wales with registration number 00650649 whose registered office is at Warwick House, Tyseley Lane, Tyseley, Birmingham, B11 3PX ("the Company")

in favour of:

- (2) The several persons whose names and addresses are set out in Schedule 1 ("the Security Holders")

1. DEFINITIONS

In this Guarantee and Debenture the following expressions shall have the following meanings:

- 1.1 "the charged property" shall mean all the property assets and rights charged under this Guarantee and Debenture;
- 1.2 "costs" shall (without prejudice to the generality of that expression) extend so as to include all costs reasonably incurred by the Security Holders in any court proceedings relating to the charged property or part thereof where such proceedings are brought pursuant to the Insolvency Act 1986 and all costs reasonably incurred by the Security Holders in connection with the discharge and release of this Guarantee and Debenture and the security constituted hereunder;
- 1.3 "the fixed charged property" shall mean together all the property assets and rights charged under clauses 3.1.1 to 3.1.4 inclusive of this Guarantee and Debenture;
- 1.4 "the floating charged property" shall mean all the property assets and rights charged under clause 3.1.5 of this Debenture;
- 1.5 "intellectual property rights" shall mean all rights in patents, patent applications, inventions, trade marks, trade mark applications, service marks, trade names, registered designs, copyrights, know-how, confidential information trade secrets and any other intellectual property rights;
- 1.6 "Principal" shall mean FP Tools Holdings Limited, a company registered in England and Wales with registration number 12349514 and whose registered office is at The Carriage House, Mill Street, Maidstone, Kent, ME15 6YE;
- 1.7 "Receiver" shall mean an administrative receiver as defined in section 29(2) of the Insolvency Act 1986 and a receiver or manager within the meaning of section 29(1)(a) of the Insolvency Act 1986; and
- 1.8 "Secured Liabilities" shall mean all amounts of the Consideration (as defined in the SPA) owed by the Principal to the Security Holders pursuant to or by operation of the SPA;
- 1.9 "SPA" shall mean the share purchase agreement entered into by the Principal and the Security Holders and the Company, for the purchase by the Principal of the entire issued share capital of the Company from the Security Holders.

2. GUARANTEE AND PAYMENT COVENANT

The Company hereby covenants with and guarantees to the Security Holders that it will on demand pay and discharge to the Security Holders the Secured Liabilities that have not been paid when due. The guarantee contained in this clause shall incorporate the provisions set out in Schedule 2 of this Guarantee and Debenture.

3. CHARGING CLAUSE

- 3.1 The Company with full title guarantee hereby charges to the Security Holders with the payment and discharge of the Secured Liabilities:
- 3.1.1 by way of legal mortgage, all estates and interests in any freehold, leasehold or commercial property now owned by it;
- 3.1.2 by way of fixed charge all estates and interests in any freehold and leasehold property of the Company both present and future together with all buildings and fixtures (including trade and other fixtures) and fixed plant and machinery of the Company from time to time thereon and therein and the proceeds of sale thereof;
- 3.1.3 by way of fixed charge all stocks shares bonds loan capital and other securities both present and future belonging to the Company (including stocks or shares acquired pursuant to scrip dividends) and all rights relating thereto other than the right to be paid any dividend;
- 3.1.4 by way of fixed charge all the goodwill and uncalled capital of the Company both present and future;
- 3.1.5 by way of fixed charge all intellectual property rights and all licences and ancillary rights and benefits (other than royalties and other sums payable in respect thereof) both present and future of the Company; and
- 3.1.6 by way of floating charge the undertaking and all other property, book debts, work in progress, stock in trade and all other assets and rights of the Company both present and future not otherwise effectively charged by way of fixed charge pursuant to the foregoing paragraphs of this clause 3.

4. NATURE OF CHARGES

- 4.1 The charges hereby created shall be a continuing security and shall unless otherwise agreed in writing by the Security Holders be first charges.
- 4.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to this Guarantee and Debenture.

5. DEPOSIT OF DEEDS AND DOCUMENTS OF TITLE

The Company shall, if requested by the Security Holders, deposit with the Security Holders, and the Security Holders shall hereafter hold and retain all deeds and documents of title relating to the charged property.

6. FURTHER CHARGES

The Company shall forthwith if and when called upon by the Security Holders so to do execute in favour of the Security Holders or as the Security Holders shall direct such further legal and other mortgages and charges and assignments as the Security Holders shall require of and on all the Company's estate and interest in the charged property (including any vendor's lien) to secure all principal and other monies intended to be hereby secured such mortgages or charges or assignments to be prepared by or on behalf of the Security Holders at the cost of the Company and to be in such form as the Security Holders may reasonably require.

7. COVENANTS OF THE COMPANY

The Company shall:

- 7.1 keep all buildings forming part of the charged property in good and substantial repair and condition and keep all plant machinery fixtures implements and other effects thereon or elsewhere in a good state of repair and in good working order and permit the Security Holders or any person nominated by it at all reasonable times to enter upon the charged property charged under clause 3.1.1 and view the state of the same;
- 7.2 perform and observe all covenants and stipulations restrictive or otherwise affecting the property and to punctually pay all licence fees duties registration charges and all outgoings of whatsoever nature in respect of the charged property;
- 7.3 not pull down or remove any building or erection erected or to be erected on the charged property or any part thereof or the fixed plant and machinery and other fixtures or fittings upon the same respectively or any of them without the previous written consent of the Security Holders except in the ordinary course of repair and maintenance or improvement or otherwise in the course of and for the bona fide purpose of carrying on the business of the Company;
- 7.4 insure and keep insured such parts of the charged property as are of an insurable nature. Such insurance shall be effected in such office and generally in such manner as is usual for a person carrying on the same type of business as the Company. All monies which may at any time hereafter be received or receivable by the Company under any insurance in respect of the charged property whether or not effected pursuant to the foregoing provision shall be applied at the Security Holders' option either in replacing restoring or reinstating the property destroyed or damaged or towards the discharge of the Secured Liabilities and any such money received by the Company shall be held by the Company on trust for the Security Holders accordingly;
- 7.5 notify the Security Holders in writing upon the acquisition or purchase by the Company of any freehold or leasehold property;
- 7.6 notify the Security Holders in writing forthwith upon the Company becoming aware that the charged property charged or any part thereof is by reason of substances on or under the same in such a condition that significant harm is being caused or there is a significant possibility of such harm being caused to living organisms or to property or that pollution of controlled waters is being or is likely to be caused from the property; and
- 7.7 promptly to pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the intellectual property rights (and all applications for intellectual property rights) and, on demand, produce to the Security Holders such evidence of payment as he may require.

8. BREACH OF COVENANTS

If the Company defaults in repairing or keeping in repair or insuring the charged property or any part thereof or in observing or performing any of the covenants or stipulations affecting the same whether imposed under this Guarantee and Debenture or otherwise the Company shall permit the Security Holders to enter on the fixed charged property charged under clause 3.1.1 and effect such repairs or comply with or object to any notice served on the Company in respect of the charged property or effect such insurance or generally do all such acts and pay all such costs charges and expenses as the Security Holders may consider necessary to prevent or remedy any breach of covenant or stipulation or to comply with or object to any such notice.

9. CRYSTALLISATION OF SECURITY WITHOUT DEMAND

The monies hereby secured shall become immediately payable and all rights of the Company to deal for any purpose whatever with the charged property or any part thereof shall forthwith cease and the floating charges shall forthwith crystallise and become fixed charges on the happening of any of the following events:

- 9.1 if an order is made for the winding-up of the Principal or the Company by the court or if an effective resolution is passed for the members' or creditors' voluntary winding-up of the Principal or the Company, except for the purposes of a reconstruction or amalgamation whilst solvent on terms previously approved in writing by the Security Holders, such approval not to be unreasonably withheld or delayed; or
- 9.2 if a notice of appointment of or notice of intent to appoint an administrator of the Principal or the Company under Schedule B1 to the Insolvency Act 1986 is issued by the Principal or the Company or by the directors of the Principal or by the directors of the Company or by the holder of a qualifying floating charge (as defined in such schedule) created by the Principal or the Company; or
- 9.3 if a Receiver is appointed over all or any part of the property and assets of the Principal or the Company or an administrator is appointed of the Principal or the Company; or
- 9.4 if a proposal is made by the Principal or the Company to its creditors for, or the Principal or the Company becomes subject to, a voluntary arrangement pursuant to section 1 of the Insolvency Act 1986 or the Principal or the Company becomes subject to a moratorium for payment of its creditors as a whole.

If any of the aforementioned events occur, the Security Holders shall be under no obligation to advance any monies under any agreement between the Company and the Security Holders.

10. RECEIVER AND ADMINISTRATOR

10.1 Appointment

At any time after the monies hereby secured shall have become payable or at the request of the Company the Security Holders may without further notice appoint in writing under its hand any person or persons to be:

- 10.1.1 a Receiver of all or any part of the charged property (with power to authorise any joint Receiver to exercise any power independently of any other joint Receiver) in like manner in every respect as if the Security Holders had become entitled under the Law of Property Act 1925 to exercise the power of sale thereby conferred and every Receiver so appointed shall have and be entitled to exercise all powers conferred by the said Act as if such Receiver had been duly appointed thereunder and in particular, by way of addition to, but without hereby limiting, any general powers hereinbefore referred to every such Receiver so appointed shall have the powers hereinafter referred to; and/or
- 10.1.2 an administrator or joint administrators of the Company.

10.2 Removal

The Security Holders may from time to time by writing under its hand remove any Receiver appointed by it (but in the case of an administrative receiver such removal shall only be with sanction of the court) and may whenever it may deem it expedient appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated and may from time to time fix the remuneration of any Receiver appointed by it.

10.3 Powers

At any time after the monies hereby secured shall have become payable any Receiver appointed hereunder may without further notice exercise all or any of the following powers:

- 10.3.1 take immediate possession of get in and collect the charged property or any part thereof and for that purpose enter upon any premises at which the charged property or any part thereof is located and sever dismantle or remove the same therefrom without being liable for any loss or damage thereby occasioned other than through negligence;
- 10.3.2 carry on the business of the Company and for that purpose make or procure advances and secure the same by mortgage or charge in priority or subsequent to the monies and interest secured by this Guarantee and Debenture or otherwise as may be thought expedient and carrying interest at such rate as the Security Holders may consider necessary;
- 10.3.3 make and effect all repairs and insurances and do all other acts which the Company might do in the ordinary conduct of its business as well for the protection as for the improvement of the charged property;
- 10.3.4 sell convert into money and realise all or any part of the charged property or any part thereof by public auction or private contract and generally in such manner and on such terms and conditions as he shall think proper;
- 10.3.5 let all or any part of the fixed charged property for such term and at such rent as he may think proper and accept a surrender of any lease or tenancy thereof;
- 10.3.6 accept a surrender of any lease or tenancy;
- 10.3.7 compromise any claim by or against the Company;
- 10.3.8 call up all or any portion of any uncalled capital of the Company;
- 10.3.9 give valid receipts for all monies and execute all assurances and things which may be proper or desirable for realising the charged property;
- 10.3.10 use the name of the Company for all or any of the purposes aforesaid and in any legal proceedings with full power to convey any property sold in the name of the Company for all of which purposes the Company hereby irrevocably appoints every such Receiver to be its attorney;
- 10.3.11 appoint managers officers agents accountants clerks servants workmen and others for the aforesaid purposes upon such terms as to remuneration or otherwise as he may think proper.

In addition to the above powers a Receiver may exercise all the powers conferred upon him by Schedule 1 to the Insolvency Act 1986.

11. SALE

Section 103 of the Law of Property Act 1925 shall not apply to this Guarantee and Debenture nor to any sale by the Security Holders or a Receiver thereunder and the statutory power of sale shall as between the Security Holders or such Receiver and a purchaser from the Security Holders or such Receiver be exercisable at any time after the execution of this security provided that the Security Holders shall not exercise the said power of sale until payment of the monies hereby secured shall have become due or a Receiver has been appointed hereunder but this proviso shall not affect a purchaser or

put him upon enquiry whether such monies have become due or such appointment has been made.

12. FURTHER ASSURANCE

12.1 Further assurance

The Company shall from time to time execute and do all such assurances and things as the Security Holders may reasonably require for perfecting the security hereby constituted and after the monies hereby secured shall have become payable for facilitating the realisation of the charged property or any part thereof and for exercising all powers authorities and discretions hereby or by law conferred on the Security Holders or any Receiver appointed by it.

14.2 Attorney

The Company hereby irrevocably and by way of security appoints the Security Holders to be the attorney of the Company in the name and on behalf of the Company to execute and do any assurances and things which the Company is obliged to execute and do hereunder and generally to use the name of the Company in the exercise of all or any of the powers hereby conferred on the Security Holders or any Receiver appointed by it and the Company hereby expressly authorises the Security Holders to pursue any insurance claim relating to the charged property in the name of the Company and to delegate all or any of the powers hereby conferred upon it to any Receiver or administrator appointed by it or to such other person or persons as it may in its absolute discretion think fit.

13. APPLICATION OF RECEIPTS

13.1 Any monies received under the powers hereby conferred shall subject to the repayment of any claims having priority to this Guarantee and Debenture be applied for the following purposes and in the following order of priority:

13.1.1 in satisfaction of all costs charges and expenses properly incurred and payments properly made by the Security Holders or any Receiver or administrator appointed hereunder and of all remuneration due hereunder with interest on such costs charges expenses and payments as hereinafter provided in such order as the Security Holders shall in its absolute discretion decide;

13.1.2 in satisfaction of the monies outstanding and secured by this Guarantee and Debenture whether principal or interest in such order as the Security Holders shall in their absolute discretion decide;

13.1.3 the surplus (if any) shall be paid to the person or persons entitled thereto.

13.2 All monies received recovered or realised by the Security Holders under this Guarantee and Debenture may be credited at the discretion of the Security Holders to any suspense or impersonal account and may be held in such account for so long as the Security Holders shall think fit pending its application from time to time in or towards the discharge of any of the monies obligations and liabilities secured by this Guarantee and Debenture.

14. RECEIVER'S LIABILITY

Neither the Security Holders nor any Receiver appointed as aforesaid shall by reason of its or the Receiver's entering into possession of the charged property or any part thereof be liable to account as mortgagee in possession or be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable but every Receiver duly appointed by the Security Holders under the powers in that behalf hereinbefore contained shall be deemed to be the agent of the Company for all purposes

and shall as such agent for all purposes be deemed to be in the same position as a receiver duly appointed by a mortgagee under the Law of Property Act 1925 and the Security Holders and every such Receiver shall be entitled to all the rights powers privileges and immunities by the said Act conferred on mortgagees and receivers when such receivers have been duly appointed under the said Act.

15. PROTECTION OF PURCHASER

No purchaser mortgagee or other person or company dealing with the Security Holders or any Receiver or its or his agents shall be concerned to enquire whether the monies hereby secured have become payable or whether the power which such Receiver is purporting to exercise has become exercisable or whether any money remains due on this Guarantee and Debenture or to see to the application of any money paid to the Security Holders or to such Receiver.

16. COSTS AND EXPENSES

All costs charges and expenses reasonably incurred and all payments properly made by the Security Holders or any Receiver appointed hereunder in the lawful exercise of the powers hereby conferred whether or not occasioned by any act neglect or default of the Company shall carry interest from the date of the same being incurred or becoming payable at the interest rate of 2% above the base lending rate of Barclays Bank plc from time to time and the amount of all such costs charges expenses and payments and all interest thereon and all remuneration payable hereunder shall be payable by the Company on demand and shall be secured by this Guarantee and Debenture. All such costs charges expenses and payments shall be paid and charged as between the Security Holders and the Company on the basis of a full indemnity and not on the basis of a party and party or any other kind of taxation.

17. INDEMNITY

The Security Holders and every Receiver attorney manager agent or other person appointed by the Security Holders hereunder are hereby entitled to be indemnified out of the charged property in respect of all liabilities and expenses incurred by them or him:

17.1 arising in connection with the charged property or any part thereof from any actual or alleged breach of law whether by the Company, the Principal, the Security Holders, a Receiver or by any person unless caused by the negligence or wilful default of the Security Holders, any such Receiver or any such person; and/or

17.2 in the execution or purported execution of any of the powers, authorities or discretions vested in them or him pursuant to this Guarantee and Debenture and against all actions proceedings costs claims and demands in respect of any matter or thing done or omitted in any way relating to the charged property;

and the Security Holders and any such Receiver may retain and pay all sums in respect of the same out of any monies received under the powers hereby conferred.

18. CONSOLIDATION

The restriction on the right of consolidating mortgage securities which is contained in Section 93 of the Law of Property Act 1925 shall not apply to this security.

19. NOTICES

Where a notice is to be given to the Company or the Security Holders (as the case may be) it may be served by leaving it at the registered office or address of the Company or the Security Holders (as the case may be) as specified in the SPA or by sending it by first-

class letter post to the registered office or address of the Company or the Security Holders (as the case may be) when it shall be deemed to have been served at the expiration of forty-eight hours after it has been posted.

20. SECURITY HOLDERS

This Guarantee and Debenture is granted in favour of the Security Holders.

21. MISCELLANEOUS

- 21.1 The Security Holders may without discharging or in any way affecting the security created by this Guarantee and Debenture or any remedy of the Security Holders grant time or other indulgence or abstain from exercising or enforcing any remedy security guarantee or other right which they may now or in the future have from or against the Company and may make any arrangement variation and/or release with any person or persons without prejudice either to this Guarantee and Debenture or the liability of the Company for the monies obligations and liabilities secured by this Guarantee and Debenture.
- 21.2 The provisions of this Guarantee and Debenture shall be severable and if at any time any one or more of such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be impaired.
- 21.3 The rights and remedies of the Security Holders provided by this Guarantee and Debenture are cumulative and are not exclusive of any rights powers or remedies provided by law and may be exercised from time to time as often as the Security Holders may deem expedient.
- 21.4 Any reference in this Guarantee and Debenture to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.
- 21.5 Subject as set out in this Guarantee and Debenture nothing in this Guarantee and Debenture confers or is intended to confer on any person who is not a party to this agreement or has not adhered by a deed of adherence any right and/or benefit which that party would not have but for the provisions of the Contract (Rights of Third Parties) Act 1999 and such rights and/or benefits are hereby excluded to the fullest extent possible.
- 21.6 For the avoidance of doubt the Company shall not be a guarantor of its own liabilities to the Security Holders.
- 21.7 This Guarantee and Debenture may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party has signed the same document.
- 21.8 This Guarantee and Debenture and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the laws of England. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Guarantee and Debenture.

Executed and delivered as a deed on the date set out at the beginning of this Guarantee and Debenture.

SCHEDULE 1

PARTICULARS OF SECURITY HOLDERS

Name	Address
RICHARD PARKIN	11 Mellor Drive, Sutton Coldfield, B74 4TL
PHILIP PARKIN	73 Kempson Avenue, Sutton Coldfield, B72 1HF

SCHEDULE 2

GUARANTEE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

In this Schedule 2:

- 1.1 **“Guarantee”** means the guarantee contained in this Guarantee and Debenture;
- 1.2 **“Alternative Remedy”** means any other judgement, security, right or remedy obtained or held by the Security Holders at any time for the performance and discharge of the Secured Liabilities; and
- 1.3 references to paragraphs are unless otherwise stated to paragraphs of this Schedule.

2. NATURE OF GUARANTOR'S OBLIGATIONS

- 2.1 This Guarantee shall be a primary obligation and debt of the Company and accordingly the Security Holders shall not be obliged before enforcing this Guarantee to make any demand on any other person.
- 2.2 This Guarantee shall be in addition to and not in substitution for or derogation of or merge with any Alternative Remedy and may be enforced without first having recourse to such Alternative Remedy.
- 2.3 This Guarantee shall be irrevocable and shall extend to the ultimate balance due from the Principal from time to time in respect of the Secured Liabilities.
- 2.4 If the Principal defaults in the payment when due of any amount payable to the Security Holders, the Company shall, immediately on demand by the Security Holders, unconditionally pay that amount to the Security Holders as if it were the Principal.
- 2.5 As an independent and primary obligation, the Company unconditionally and irrevocably agrees to indemnify and keep indemnified the Security Holders from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or reasonably incurred by the Security Holders arising from failure of the Principal to comply with any of its obligations or discharge any of its liabilities or through any of the guaranteed obligations becoming unenforceable, invalid or illegal (on any grounds whether known to it or the Security Holders or not).
- 2.6 This deed is a continuing guarantee and shall extend to the ultimate balance of sums payable by the Principal regardless of any intermediate payment or discharge in whole or in part. It shall not be affected by an act, omission, matter or thing which, but for this paragraph 2.6 would reduce, release or prejudice any of the Guarantor's obligations under this paragraph 2.6 (without limitation and whether or not known to it or the Security Holders).

3. PROTECTION

- 3.1 The liability of the Company shall not be affected nor shall this Guarantee be discharged or diminished by reason of:
- 3.2 any Alternative Remedy being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Security Holders from time to time dealing with, exchanging, varying, realising, renewing or failing to renew, determining, releasing or failing to perfect or enforce any Alternative Remedy;

- 3.3 the insolvency, liquidation, bankruptcy, administration, winding up, dissolution, the discharge by operation of law or other limitation or incapacity of or any change in the constitution, name, status, or style of any person (including the Company or the Principal); or
- 3.4 the Security Holders compounding with, discharging, releasing or varying the liability of, or granting any time, indulgence or concession in any manner whatsoever to, any person (including the Company or the Principal) in relation to all or any of the Secured Liabilities; or
- 3.5 any act, circumstances or omission which would not have discharged or affected the liability of the Company had it been a principal debtor instead of a guarantor or by anything done or omitted which but for this provision might constitute a legal or equitable discharge of or defence to a guarantor or otherwise operate to exonerate the Company or to reduce or extinguish its liability.

4. NON-COMPETITION

- 4.1 The Company agrees that until the Secured Liabilities have been paid, discharged or satisfied in full, and notwithstanding payment of a dividend in any liquidation or under any compromise or arrangement, it shall not:
- 4.2 exercise any rights which it may have by reason of its performance of any of the obligations under this Guarantee and Debenture to be indemnified by any person and/or to exercise rights of subrogation to the extent permitted by applicable law;
- 4.3 take any step to enforce any right against, claim any set-off or counterclaim against or claim or prove in competition with the Security Holders in the liquidation, bankruptcy or dissolution of the Principal; or
- 4.4 take, receive or claim the benefit of or share in any payment or composition from the Principal, or in any Alternative Remedy from time to time held by the Security Holders for the Secured Liabilities.
- 4.5 If the Company receives any monies, property, Alternative Remedy or other benefit, exercises any set-off or counterclaim from or against the Principal (including as a result of the exercise of its rights in accordance with paragraph 4) or otherwise acts in breach of paragraph 4 then anything so received and/or any benefit derived directly or indirectly therefrom shall be held on trust by it for the Security Holders as continuing security for the due payment and/or performance of the Secured Liabilities.

5. MISCELLANEOUS

If the Company is wound up, goes into liquidation, becomes insolvent or makes any composition or arrangement with its creditors, neither the existence of this Guarantee and Debenture nor any monies received or recovered by the Security Holders under this Guarantee and Debenture shall impair the right of the Security Holders to prove in such winding up, liquidation, insolvency, composition or arrangement for the total amount due from the Company.

EXECUTED as a DEED by
F.P. (TOOLS) LIMITED



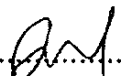
acting by a director:

Print Name:

SIMON DALE

in the presence of:

Signature:



Name (capital letters):

ANDREW WARD

Address:

CONTINENTAL CORPORATE LAWYERS

3 TEMPLE ROW WEST

BIRMINGHAM B2 5NM

Occupation:

SOLICITOR

EXECUTED as a deed by
RICHARD PARKIN
in the presence of:

)
)
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Witness'

Signature

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Name (capital
letters)

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Address

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Occupation

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EXECUTED as a DEED by

F.P. (TOOLS) LIMITED

acting by a director:

Print Name:

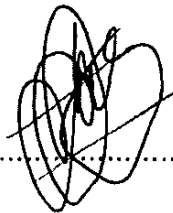
in the presence of:

Signature:

Name (capital letters):

Address:

Occupation:

 JEREMY DALE.
CCL

EXECUTED as a deed by

RICHARD PARKIN

in the presence of:

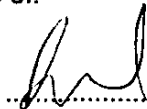
Witness'
Signature

Name (capital
letters)

Address

Occupation

)
)
) RJP Parkin



ANDREW WARD
CONTINUUM CORPORATE LAWYERS
3 TEMPLE Row WEST
BIRMINGHAM
B2 5N4
SOLICITOR

EXECUTED as a deed by
PHILIP PARKIN
in the presence of:

)
)
) Philip Parkin

Witness'
Signature

[Signature]

Name(*capital
letters*)

ANDREW WARD

Address

CONTINUUM CORPORATE LAWYERS

3 TEMPLE ROW WEST

BIRMINGHAM

B2 5NY

Occupation

SOLICITOR