



Registration of a Charge

Company Name: **GLOBAL MATERIAL HANDLING LTD**

Company Number: **05986158**



XCW9SVEH

Received for filing in Electronic Format on the: **06/02/2024**

Details of Charge

Date of creation: **02/02/2024**

Charge code: **0598 6158 0005**

Persons entitled: **ANDREW EVANS**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **DWF LAW LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5986158

Charge code: 0598 6158 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd February 2024 and created by GLOBAL MATERIAL HANDLING LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th February 2024 .

Given at Companies House, Cardiff on 9th February 2024

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 FEBRUARY. **2024**

(1) GLOBAL MATERIAL HANDLING LTD (AS CHARGOR)

(2) ANDREW EVANS

DEBENTURE

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THIS DEBENTURE is made on 2 FEBRUARY 2024

BETWEEN

- (1) **GLOBAL MATERIAL HANDLING LTD** (company number **05986158**) whose registered office is situate at Unit 6 Apex Industrial Estate Kilbuck Lane, Haydock, St Helens, Merseyside, England, WA11 9SZ (the "**Chargor**") and
- (2) **ANDREW EVANS** of 148 Billinge Road, Ashton-in-Makerfield, WN4 0XD the "**Beneficiary**" as beneficiary.

BACKGROUND

The Chargor has agreed to provide security in the form of this Deed on terms set out below.

THIS DEED WITNESSES as follows:

1. Interpretation

Definitions

1.1 In this Debenture:

"Account"	means any account opened or maintained by the Chargor at any bank or financial institution.
"Beneficiary's Deferred Consideration"	that part of the Deferred Consideration due to the Beneficiary.
"Charged Property"	means all the assets and undertaking of the Chargor which from time to time are, or purport to be, the subject of the security created in favour of the Beneficiary by or pursuant to this Debenture.
"CIF"	Close Invoice Finance Limited.
"Close"	Close Brothers Limited.

“Close’s Security”	means all present and future mortgages, charges, pledges, liens and other encumbrances or security for the time being granted by the Chargor to Close in respect of any obligations of the Client or any other person to Close and member of its group from time to time as the same may be varied, substituted or replaced from time to time.
“Debt Purchase Agreement”	means the Debt Purchase Agreement made between CIF and Global Material Handling Ltd (Company Number 05986158) dated on or around the date hereof and any variation, replacement or supplement made thereto.
“Deed of Priorities”	the deed of priorities dated on about the date of this Debenture and entered into between (1) Close; (2) CIF (3) FW Capital; (4) Andrew Evans and (5) Global Material Handling Ltd (company number 05986158) and Global Material Handling (Holding) Limited (Company Number 15168328).
“Default Rate”	4% a year above the Bank of England's base rate from time to time, provided always that such total interest rate shall never be less than 4% per year.
“Deferred Consideration”	has the meaning given to it in the Sale and Purchase Agreement.
“Enforcement Action”	means: (a) the acceleration of any Secured Liabilities or any declaration that any Secured Liabilities are prematurely due and payable or payable on demand;

- (b) the taking of any steps to enforce or require the enforcement of this Debenture (including the crystallisation of any floating charge);
- (c) the making of any demand against the Chargor in relation to any guarantee, indemnity or other assurance against loss in respect of any Secured Liabilities;
- (d) the exercise of any right of set-off against the Chargor in respect of any Secured Liabilities excluding any right of set off under a netting arrangement with the Chargor's clearing bank;
- (e) the suing for, commencing or joining of any legal or arbitration proceedings against the Chargor to recover any Secured Liabilities; or
- (f) the petitioning, applying or voting for, or the taking of any steps which may lead to any administration, winding-up, insolvency or dissolution of or in relation to the Chargor.

"Enforcement Date"

means the date on which the Beneficiary first takes Enforcement Action, with (where required) the consent of the holder(s) of the Prior Interests.

"Event of Default"

means the occurrence of any of the events defined as an Event of Default in the Sale and Purchase Agreement.

"Fixed Plant and Equipment"

means all plant, machinery or equipment of the Chargor of any kind which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any

purpose to any land or building, whether or not it is removable or intended to form part of the land or building.

“FW Capital”

NPIF NW DEBT LP a limited partnership incorporated in England and Wales (Registered Number LP017864) acting by **NORTH WEST LOANS NPIF GP LIMITED**, as the general partner of **NPIF NW DEBT LP**, a company incorporated in England and Wales (Registered Number 10597240) acting by **FW CAPITAL LIMITED**, a company incorporated in England and Wales (Registered Number 07078439).

“FW Capital’s Security”

means all present and future mortgages, charges, pledges, liens and other encumbrances or security for the time being granted by the Chargor to FW Capital in respect of any obligations of the Client or any other person to FW Capital as the same may be varied, substituted or replaced from time to time

“Insurances”

means any policy of insurance or assurance in which the Chargor has an interest and all claims and rebates of premium under any such policy.

“Intellectual Property”

means any of the following in which the Chargor has an interest:

- (a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for

any of the above;

- (b) any invention, copyright, design right or performance right;
- (c) any trade secrets, know-how and confidential information; and
- (d) the benefit of any agreement or licence for the use of any such right.

“Land”

means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation, any buildings and Fixtures on the Land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes **“Land”** excludes heritable property situated in Scotland.

“Loose Plant and Equipment”

means, in relation to the Chargor, all plant, machinery, equipment and motor vehicles now or at any time owned by the Chargor as a capital asset which is not Fixed Plant and Equipment;

“LPA”

means the Law of Property Act 1925.

“Monetary Claims”

means all book and other debts and monetary claims now or in the future owing to the Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any

time given in relation to, or to secure payment of, any such debt.

“Notice of Charge or Assignment”

means a notice of charge or assignment in such form as may be specified by the Beneficiary.

“Prior Interests”

Close’s Security, the Debt Purchase Agreement and FW Capital’s Security.

“Receiver”

means any receiver, receiver and manager or administrative receiver of the whole or any part of the Charged Property.

“Related Rights”

means in relation to any Charged Property:

- (a) the proceeds of sale of any part of that Charged Property
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property; and
- (d) any moneys and proceeds paid or payable in respect of that Charged Property.

“Sale and Purchase Agreement”

means the sale and purchase agreement entered into on or around the date of this deed between (1) Andrew Evans and others and (2) Global Material Handling (Holding) Limited incorporated and registered in England and Wales with registered number 15168328 relating to the sale and purchase

of shares in the share capital of Global Material Holding Limited (company number 11334493).

"Secured Liabilities"

the Beneficiary's Deferred Consideration, all sums that may become due in respect of the Beneficiary's Deferred Consideration under the Sale and Purchase Agreement and all present and future obligations and liabilities of the Chargor pursuant to this Debenture.

"Securities"

means all the right, title and interest of the Chargor, now or in the future, in any:

- (a) stocks, shares, bonds, debentures, loan stocks, or other securities issued by any person;
- (b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, debentures, loan stocks or other securities or investments issued by any person; and
- (c) units or other interests in any unit trust or collective investment scheme.

"Security"

means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Transaction Documents"

means the Transaction Documents as defined in the Sale and Purchase Agreement and shall as the context so requires mean each of any of such documents.

Interpretation

1.2 In this Debenture, unless the context otherwise requires:-

- (a) words importing the singular shall include the plural and vice versa and reference to any gender includes the other gender;
- (b) the term "**assets**" includes all property, rights and revenues whatsoever, and wheresoever, present and future;
- (c) references to a "**guarantee**" include an indemnity or any other form of surety;
- (d) an Event of Default is "**continuing**" if it has not been waived;
- (e) all references to documents include all variations and replacements of such documents and supplements to such documents;
- (f) all references to a **party** include references to its personal representatives, permitted assigns and transferees and its successors in title;
- (g) references to **persons** include bodies corporate, unincorporated associations and partnerships; and
- (h) words and phrases defined in the Companies Act 2006 have the same meanings in this Debenture but the word "**company**" includes any body corporate.

Statutes and headings

1.3 In this Debenture:

- (a) any reference to any statute or statutory instrument includes any enactment replacing or amending it or any instrument, order or regulation made under it and also includes any past statutory provisions (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced; and

- (b) headings are for reference purposes only and shall not affect the construction of anything in this Debenture.

Clauses and Schedules

- 1.4 In this Debenture references to "**Clauses**" are to the clauses or sub-clauses of this Debenture and references to the "**Schedule**" are to the schedule to this Debenture. The Schedule shall be treated as an integral part of this Debenture and references to this Debenture shall include the Schedule.

Terms of the Transaction Documents

- 1.5 The terms of the Transaction Documents are incorporated in this Deed to the extent required for any purported disposition of any property contained herein to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

Prior interests

- 1.6 Where the Chargor is subject to any obligation under the Prior Interests and/or the Deed of Priorities which conflicts with an obligation in this Debenture (**conflicted obligation**), the Chargor shall be deemed not to be in breach of this Debenture by reason of any failure to perform the conflicted obligation.
- 1.7 The Chargor shall observe and perform all the covenants in Close's Security and FW Capital's Security relating to the assets charged pursuant to such Security. Such observance and performance shall be deemed to constitute compliance with the corresponding covenants (whether of a different nature or extent) in this Debenture relating to such assets.

Prior breaches

- 1.8 Nothing in this Debenture shall require the Chargor to take any action where by reason of by reason of any event or circumstance occurring or existing on or before the date of this Debenture it would (but for the provisions of this clause) be in breach of or become in breach of this Debenture.

Deed of Priority

- 1.9 The Security constituted by this Debenture shall rank according to the Deed of Priorities and nothing in this deed shall require the Chargor do anything which would place it in breach of the Prior Interests and/or the Deed of Priorities.

Consents

- 1.10 Where a holder of a Prior Interest consents to a matter which also requires consent under the terms of this Debenture, such consent by the holder of the Prior Interest shall be deemed to constitute a consent under this Debenture by the Beneficiary.

2. Covenant to Pay**Secured Liabilities**

- 2.1 The Chargor covenants and undertakes that it will on demand of the Beneficiary pay and discharge immediately any or all of the Secured Liabilities as and when they become due.

Interest

- 2.2 The Chargor covenants to pay interest to the Lender upon any sum demanded in accordance with Clause 2.1 (*Secured Liabilities*) until payment (both before and after any judgment) at the Default Rate provided always that the Beneficiary shall not be entitled to recover any amount in respect of interest under both this Debenture and under the Sale and Purchase Agreement.

3. Charges**Mortgages and Fixed Charges**

- 3.1 As a continuing security for payment of the Secured Liabilities, the Chargor with full title guarantee charges to the Beneficiary all its right, title and interest from time to time in each of the following assets:

- (a) by way of first fixed charge over all Land acquired by the Chargor after the date of this Debenture;
- (b) by way of first fixed charge:
 - (i) the Securities;
 - (ii) the Intellectual Property;
 - (iii) the Monetary Claims;
 - (iv) the Fixed Plant and Equipment;
 - (v) the Loose Plant and Equipment;
 - (vi) all monies standing to the credit of the Account;
 - (vii) the Insurances;
 - (viii) the Related Rights under or in connection with the Securities, the Account, the Insurances, the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment; and
 - (ix) its present and future goodwill and uncalled capital.

Floating Charge

- 3.2 As continuing security for payment of the Secured Liabilities, the Chargor with full title guarantee charges by way of first floating charge in favour of the Beneficiary such interest as it has from time to time in the whole of the Chargor's undertaking and assets, present and future and wherever situated, which are not for any reason effectively charged (whether in law or equity) by way of fixed security by this Debenture.

Assignments

- 3.3 As continuing security for payment of the Secured Liabilities, the Chargor with full title guarantee with assigns absolutely in favour of the Beneficiary, but subject to

the right of the Chargor to redeem such assignment upon the full payment or discharge of the Secured Liabilities, its right, title and interest from time to time in all assets under any agreement to which it is a party and which is not mortgaged or charged under Clause 3.1 (*Mortgages and Fixed Charges*) together with all Related Rights in respect of such Charged Property.

Trust

- 3.4 If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the Chargor shall hold it on trust for the Beneficiary.

Qualifying floating charge

- 3.5 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by this Debenture.

Third Party Consents

- 3.6 None of the charges and/or assignments in the foregoing provisions of this clause shall take effect where the consent of a third party is required for such charge and/or assignment until such consent as required has been obtained. The Chargor shall at the reasonable request of the Beneficiary seek such third party consents as the Chargor may reasonably specify.

4. Crystallisation of Floating Charge

Crystallisation: By Notice

The Beneficiary may at any time after the Enforcement Date has occurred by notice in writing to the Chargor convert the floating charge created by Clause 3.2 (*Floating Charge*) with immediate effect into a fixed charge as regards any property or assets specified in the notice.

Crystallisation: Automatic

The floating charge created by Clause 3.2 (*Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards

all of the undertaking and assets subject to the floating charge if the Chargor enters into liquidation (voluntary or compulsory) or administration.

Crystallisation: Moratorium where directors propose voluntary arrangement

4.1 The floating charge created by Clause 3.2 (*Floating Charge*) may not be converted into a fixed charge solely by reason of:

- (a) the obtaining of a moratorium; or
- (b) anything done with a view to obtaining a moratorium,

under Schedule A1 to the Insolvency Act 1986.

5. Perfection of security

5.1 If requested to do so by the Beneficiary, the Chargor shall deliver to the Beneficiary (or procure delivery of) Notices of Charge or Assignments duly executed by, or on behalf of, the Chargor:-

- (a) in respect of the Insurances, on the date of this Debenture and promptly upon purchasing any further Insurance after the date of this Debenture;
- (b) in respect of each Account, on the date of this Debenture and promptly upon the opening of any further Account after the date of this Debenture; and
- (c) in respect of any other asset which is the subject of a charge pursuant to Clause 3.1(b) promptly upon the request of the Beneficiary from time to time,

and in each case shall use all reasonable endeavours to procure that each notice is acknowledged by the party to whom such Notice of Charge or Assignment is addressed.

6. Further Assurance

- 6.1 The Chargor shall, at the Beneficiary's expense, at any time when reasonably required by the Beneficiary, do and concur in all acts or things as the Beneficiary may reasonably deem necessary for the purpose of the creation, perfection, protection or maintenance of any of the Security intended to be created by this Debenture over all or any of the Charged Property or to facilitate the enforcement of that Security, or the exercise of any powers or discretions intended to be vested in the Beneficiary or any Receiver by this Debenture.

7. Restrictions on dealing

Negative Pledge

- 7.1 The Chargor undertakes that it shall not, at any time during the subsistence of this Debenture, create or permit to subsist any Security over all or any part of the Charged Property ranking ahead of the Security created by this Debenture other than the Prior Interests.

Disposals

- 7.2 The Chargor undertakes that it shall not (and shall not agree to) at any time during the subsistence of this Debenture, except with the prior written consent of the Beneficiary and save pursuant to the Prior Interests, sell, transfer, assign, lease or hire out, factor, discount, licence, lend, part with its interest in or otherwise dispose of any of the Charged Property or permit the same to occur, or agree to do any of the foregoing, provided that, until:

- (a) the floating charge created by Clause 3.2 (Floating Charge) is converted into a fixed charge; or
- (b) the occurrence of the Enforcement Date,

the Chargor may hold, enjoy and deal with the Charged Property which is not at the relevant time expressed to be subject to a fixed charge or mortgage in such a way as it determines.

Subsequent charges

- 7.3 The Beneficiary agrees not to unreasonably delay or withhold their consent to the granting by the Chargor of any further Security over the Charged Property ranking behind the security created by this Debenture (**Additional Security**) provided always that a deed of priority (in such form as the holders of the Prior Interests may reasonably require) is entered into between the holders of the Prior Interests, the Beneficiary and the holder of the Additional Security.

Exercise of Rights

- 7.4 Other than operating its business in its ordinary course and save pursuant to the Prior Interests the Chargor shall not exercise any of its respective rights and powers in relation to any of the Charged Property in any manner which, in the reasonable opinion of the Beneficiary, would prejudice the effectiveness of, or the ability of the Lender to realise, the security created by or pursuant to this Debenture.

8. Demand and Enforcement**Enforcement**

- 8.1 This Debenture shall become enforceable in respect of and against the Chargor upon (and not before):

- (a) the occurrence of an Event of Default;
- (b) any written request being made by the Chargor to the Beneficiary for the appointment of a Receiver,

provided always that in each case the Beneficiary has the consent (if required) of the holders of the Prior Interests under the Deed of Priorities.

Powers on enforcement

- 8.2 At any time after this Debenture has become enforceable, the Beneficiary may (without prejudice to any other rights and remedies and without notice to the Chargor) do all or any of the following:

- (a) exercise the power of sale under section 101 of the LPA together with all other powers and rights conferred on mortgagees by the LPA, as varied and extended by this Debenture, without the restrictions contained in sections 103 or 109(1) of the LPA; and
- (b) exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Charged Property, without the restrictions imposed by sections 99 and 100 of the LPA.

9. Receivers

Appointment

- 9.1 At any time after this Debenture has become enforceable in respect of and against the Chargor, the Beneficiary may appoint any person or persons to be a Receiver or Receivers of all or any part of the Charged Property of the Chargor charged under this Debenture or an administrator of the Chargor. An appointment over part only of such Charged Property shall not preclude the Beneficiary from making any subsequent appointment over any other part of such Charged Property.

Appointment in writing

- 9.2 The appointment of a Receiver shall be in writing, and may be signed by any authorised signatory on behalf of the Beneficiary. Where more than one person is acting at any time as Receiver, they shall have power to act severally as well as jointly.

Remuneration

- 9.3 The Beneficiary may from time to time determine the remuneration of the Receiver (which shall not be subject to the limit in section 109(6) of the LPA) and may (subject to the application of section 45 of the Insolvency Act 1986) remove any person from office in relation to all or any part of the Charged Property of

which he is the Receiver and at any time appoint a further or other Receiver or Receivers over all or any part of such Charged Property.

Powers

9.4 The Receiver shall be the agent of the Chargor (which shall be solely liable for his acts, defaults and remuneration) unless and until the Chargor goes into liquidation from which time he shall act as principal and shall not become the agent of the Beneficiary, and the Receiver shall have and be entitled to exercise in relation to the Charged Property all the powers:-

- (a) conferred by the LPA on mortgagees in possession and on receivers appointed under the LPA;
- (b) of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986, whether or not the Receiver is an administrative receiver;
- (c) and rights that an absolute owner would have in relation to any Charged Property; and
- (d) to do all things incidental or conducive to any functions, powers, authorities or discretions conferred or vested in the Receiver.

10. Power of Attorney

Appointment

10.1 The Chargor hereby irrevocably and by way of security appoints:-

- (a) the Beneficiary (whether or not a Receiver has been appointed); and also
- (b) (as a separate appointment) each Receiver,

jointly and severally as the attorney of the Chargor with power to do any act, and execute and deliver any deed or other document, on behalf of and in the name of the Chargor, which the Chargor could be required to do or execute under any provision of this Debenture.

Ratification

- 10.2 The Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney as is mentioned in Clause 10.1 (*Appointment*) shall lawfully do or purport to do in the exercise or purported exercise of all or any of the powers, acts or other matters referred to in Clause 10.1 (*Appointment*).

11. Application of Moneys

- 11.1 Subject always to the Deed of Priorities and the rights of the holders of the Prior Interests, all sums received by virtue of this Debenture by the Beneficiary or the Receiver shall, subject to the payment of any claim having priority to this Debenture, be paid or applied in the following order of priority:

- (a) first, in or towards satisfaction of all costs, charges and expenses incurred and payments made by the Beneficiary (after the Security constituted by this Debenture has become enforceable), or the Receiver (including, without limitation, legal expenses) and of the remuneration of the Receiver;
- (b) secondly, in or towards payment of the Secured Liabilities in such order as the Beneficiary may at its discretion require; and
- (c) thirdly, as to the surplus (if any), to the person or persons entitled to such surplus,

and section 109(8) of the LPA shall not apply.

12. Protection of Third Parties**Statutory powers**

- 12.1 In favour of any purchaser only, the statutory powers of sale and of appointing a Receiver which are conferred upon the Beneficiary, as varied and extended by this Debenture, and all other powers of the Beneficiary, shall be deemed to arise (and the Secured Liabilities shall be deemed due and payable for that purpose) immediately after the execution of this Debenture.

Purchasers

- 12.2 No purchaser from or other person dealing with the Beneficiary, any person to whom it has delegated any of its powers, or the Receiver shall be concerned to enquire whether any of the powers which they have exercised have arisen or become exercisable, or whether the Secured Liabilities remain outstanding or whether any event has happened to authorise the Receiver to act or as to the propriety or validity of the exercise of any such power, and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters.

Receipts

- 12.3 The receipt of the Beneficiary or the Receiver shall be an absolute and conclusive discharge to a purchaser or any other person dealing with the Beneficiary.

13. Protection of any Receiver**No liability**

- 13.1 Neither the Beneficiary nor any Receiver shall be liable in respect of any loss or damage which arises out of the lawful exercise, or attempted or purported lawful exercise of, or the failure to exercise any of their respective powers under this Debenture.

Not mortgagee in possession

- 13.2 Without prejudice to any other provision of this Debenture, entry into possession of any Charged Property shall not render the Beneficiary or the Receiver liable:
- (a) to account as mortgagee in possession;
 - (b) for any loss on realisation; or
 - (c) for any default or omission for which a mortgagee in possession might be liable,

and if and whenever the Beneficiary or the Receiver enters into possession of any Charged Property it shall be entitled at any time it or he thinks fit to go out of such possession.

Continuing protection

- 13.3 The provisions of this Clause 13 shall continue in full force and effect notwithstanding any release or discharge of this Debenture, or the discharge of any Receiver from office.

14. Provisions relating to the Beneficiary

Powers and discretions

- 14.1 The rights, powers and discretions given to the Beneficiary in this Debenture:
- (a) may be exercised as often as, and in such manner as, the Beneficiary thinks fit;
 - (b) are cumulative, and are not exclusive of any of its rights under the general law; and
 - (c) may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right, is not a waiver of it.

Assignment

- 14.2 The Beneficiary may assign this Debenture to any person to whom the Beneficiary may lawfully assign the Beneficiary's rights to the Beneficiary's Deferred Consideration pursuant to the Sale and Purchase Agreement.

15. Preservation of security

Continuing Security

- 15.1 This Debenture shall be a continuing security to the Beneficiary and shall remain in force until expressly discharged in writing by the Beneficiary notwithstanding any intermediate settlement of account or other matter or thing whatsoever and

shall be without prejudice and in addition to any other right, remedy or Security of any kind which the Beneficiary may have now or at any time in the future for or in respect of any of the Secured Liabilities.

No Merger

- 15.2 This Debenture is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Beneficiary may at any time hold for any other Secured Liabilities.

Waiver of Defences

- 15.3 Neither the Security created by this Debenture nor the obligations of the Chargor under this Debenture will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it or the Beneficiary (or any of them)) including:-

- (a) any time, waiver or consent granted to, or composition with, the Chargor or other person;
- (b) the release of the Chargor or any other person under the terms of any composition or arrangement with any person;
- (c) the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of the Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor or any other person; or
- (e) an insolvency, liquidation, administration or similar procedure.

Order of Recourse

- 15.4 This Debenture may be enforced against the Chargor without the Beneficiary first having recourse to any other right, remedy, guarantee or Security held by or available to any of them.

Suspense Accounts

- 15.5 The Beneficiary may, without prejudice to any other rights it may have, at any time and from time to time place (and keep for such time as they may think prudent) any moneys received, recovered or realised under or by virtue of this Debenture on a separate or suspense account to the credit either of the Chargor or, at the sole discretion of the Beneficiary if an Event of Default has occurred as the Beneficiary shall think fit without any intermediate obligation on the part of the Beneficiary to apply the same or any part of it in or towards the discharge of the Secured Liabilities.

New Accounts

- 15.6 If the Beneficiary receive notice of any subsequent charge or other security interest affecting any of the Charged Property, the Beneficiary shall be entitled to close the Chargor's then current account or accounts and to open a new account or accounts for the Chargor. If the Beneficiary does not open a new account or accounts immediately on receipt of such notice the Beneficiary shall nevertheless be treated as if it had done so at the time when it received such notice, and as from that time all payments made for the credit of the Chargor shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Chargor to the Beneficiary at the time when it received such notice.

Reinstatement

- 15.7 If any payment by the Chargor or discharge given by the Beneficiary (whether in respect of the obligations of the Chargor or any Security for those obligations or otherwise) is avoided or reduced as a result of insolvency, liquidation, administration or any similar event:

- (a) the liability of the Chargor and the Security created by this Debenture shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) the Beneficiary shall be entitled to recover the value or amount of that Security or payment from the Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

16. Release

16.1 Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities, the Beneficiary shall, or shall procure that its appointees will, at the request of the Chargor:

- (a) release the Charged Property from this Debenture; and
- (b) re-assign the Charged Property that has been assigned to the Beneficiary under this Debenture.

16.2 Section 93 of the LPA dealing with the consolidation of mortgages shall not apply to this Debenture.

17. Miscellaneous Provisions

Severability

17.1 If any provision of this Debenture is illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

- (a) the validity or enforceability of any other provision, in any jurisdiction; or
- (b) the validity or enforceability of that particular provision, in any other jurisdiction.

Costs, charges and expenses

17.2 All:

- (a) costs, charges and expenses incurred or paid by the Beneficiary (after the security constituted by this deed has become enforceable) in taking actions permitted by the Deed of Priorities;
- (b) by any Receiver in the exercise of any power or right given by this Debenture;
- (c) all sums recoverable under Clause 13 (*Protection of any Receiver*); and

shall be recoverable from the Chargor as debts, and shall bear interest until payment at the Default Rate.

Contracts (Rights of Third Parties) Act 1999

- 17.3 The Beneficiary, any Receiver and their respective officers, employees and agents may enforce any term of this Debenture which purports to confer a benefit on that person, but no other person who is not a party to this Debenture has any right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or to enjoy the benefit of any term of this Debenture.

Counterparts

- 17.4 This Debenture may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Debenture.

18. Notices

- 18.1 Notices under this agreement shall be in writing and sent to a party's address as set out on the first page of this agreement (or to such other address as one party may notify to the other). Notices may only be given, and shall be deemed received:
- (a) by Royal Mail first-class post: two Business Days after posting;
 - (b) by hand: on delivery.

18.2 This clause does not apply to notice given in legal proceedings, arbitration or other dispute resolution proceedings.

19. Governing Law

19.1 This Debenture and any non-contractual obligations arising out of or in connection with it are governed by English law.

EXECUTED AND DELIVERED AS A DEED on the date set out at the beginning of this Debenture.

The Chargor: EXECUTED (but not delivered until the)
date hereof) **AS A DEED** by **GLOBAL MATERIAL**)
HANDLING LTD acting by, Daniel McKinnon, a director)
in the presence of:-)

[Redacted Signature]

Director

[Redacted Signature]

Signature of witness

Mark Jenkinson

Name of witness

[Redacted Address]

Address

[Redacted Address]

Address

Consultant

Occupation

The Beneficiary: EXECUTED (but not delivered until)
the date hereof) **AS A DEED** by **ANDREW EVANS** in)
the presence of:-)

[Redacted Signature]

Andrew Evans

[Redacted Signature]

Signature of witness

Mark Jenkinson

Name of witness

[Redacted Address]

Address

[Redacted Address]

Address

Consultant

Occupation

