



Registration of a Charge

Company name: **PILOT FILM AND TELEVISION PRODUCTIONS LIMITED**

Company number: **02643675**



X9WLFVC8

Received for Electronic Filing: **20/01/2021**

Details of Charge

Date of creation: **18/01/2021**

Charge code: **0264 3675 0018**

Persons entitled: **MORGAN LLOYD TRUSTEES LIMITED AS TRUSTEE OF THE PILOT FILM PENSION SCHEME**
IAN CROSS AS TRUSTEE OF THE PILOT FILM PENSION SCHEME

Brief description: **1. CHARGES TO THE PENSION SCHEME, BY WAY OF FIRST LEGAL MORTGAGE, ALL REAL PROPERTIES WHETHER REGISTERED OR UNREGISTERED; 2. CHARGES TO THE PENSION SCHEME, BY WAY OF FIRST FIXED CHARGE: A. ALL PROPERTIES ACQUIRED BY THE BORROWER IN THE FUTURE; B. ALL PRESENT AND FUTURE INTERESTS OF THE BORROWER NOT EFFECTIVELY MORTGAGED OR CHANGED UNDER THE PRECEDING PROVISIONS OF THIS CLAUSE, OR OVER, FREEHOLD OR LEASEHOLD PROPERTY; C. ALL PRESENT AND FUTURE RIGHTS, LICENCES, GUARANTEES, RENTS, DEPOSITS, CONTRACTS, COVENANTS AND WARRANTIES RELATING TO THE PROPERTIES; D. ALL LICENCES, CONSENTS AND AUTHORISATIONS (STATUTORY OR OTHERWISE) HELD OR REQUIRED IN CONNECTION WITH THE BORROWER'S BUSINESS OR THE USE OF ANY CHARGED PROPERTY, AND ALL RIGHTS IN CONNECTION WITH THEM; E. ALL PRESENT AND FUTURE GOODWILL AND UNCALLED CAPITAL FOR THE TIME BEING OF THE BORROWER; F. ALL OF THE EQUIPMENT G. ALL OF THE INTELLECTUAL PROPERTY AND ALL FEES AND ROYALTIES DELIVERED FROM, OR INCIDENTAL TO, THE INTELLECTUAL PROPERTY; H. ALL THE BOOK DEBTS I. ALL THE INVESTMENTS; AND J. ALL MONIES FROM TIME TO TIME STANDING TO THE CREDIT OF ITS ACCOUNTS WITH ANY BANK, FINANCIAL INSTITUTION OR OTHER PERSON. 3. ASSIGNS TO THE PENSION SCHEME, BY WAY OF FIRST FIXED CHARGE, ALL ITS RIGHTS IN ANY POLICIES OF INSURANCE**

OR ASSURANCE PRESENT OR FUTURE (INCLUDING, WITHOUT LIMITATION, ANY INSURANCES RELATING TO THE PROPERTIES OR THE EQUIPMENT).

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **LEE CARWITHEN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2643675

Charge code: 0264 3675 0018

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th January 2021 and created by PILOT FILM AND TELEVISION PRODUCTIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th January 2021 .

Given at Companies House, Cardiff on 21st January 2021

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 18 JAN 2021
~~2020~~

Debenture

between

Pilot Film & Television Productions Ltd

and

Pilot Film Pension Scheme

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This deed is dated

18 JAN 2021
~~2020~~

Parties

- (1) **PILOT FILM & TELEVISION PRODUCTIONS LTD** with company number 2643675 whose registered office is at The Old Studio, 18 Middle Row, London, W10 5AT (Borrower).
- (2) **IAN CROSS** of 41 Queensdale Road, London, W11 4SD and **MORGAN LLOYD TRUSTEES LIMITED** incorporated and registered in England with company number 04867456 whose registered office is at The Pavilions, Eden Park, 69-71 Macrae Road, Ham Green, Bristol, BS20 0DD as trustees for the **PILOT FILM PENSION SCHEME** (the Pension Scheme).

Background

- (A) The Pension Scheme has agreed pursuant to the Loan Agreement to provide the Borrower with loan facilities on a secured basis.
- (B) This debenture provides security which the Borrower has agreed to give the Pension Scheme for the loan facilities under the Loan Agreement, but not limited to and includes all future liabilities.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

The definitions and rules of interpretation in this clause apply in this debenture.

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

Book Debts: all present and future book and other debts and monetary claims due or owing to the Borrower, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Borrower in relation to any of them.

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 for the time being subject to the security interests created by this debenture (and references to the Charged Property shall include references to any part of it).

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

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 (without limitation) the air within buildings and 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 Borrower, including any part of it and all spare parts, replacements, modifications and additions.

Insurance Policies: the Insurance policies referred to in clause 3.1.3.

Intellectual Property: the Borrower's present and future patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in designs, topographical and similar rights, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other IP rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. "IP rights" includes any interest in any of the rights referred to above.

Investments: all present and future stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Borrower, including all rights accruing or incidental to those investments from time to time.

Loan Agreement: the loan agreement dated 18/1/2021 between the Borrower and the Pension Scheme for the provision of the loan facilities secured by this debenture.

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 Borrower, or in which the Borrower 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 under paragraph 6 of Schedule 5.

Secured Liabilities: all present and future monies, obligations and liabilities owed by the Borrower to the Pension Scheme, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity, together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities.

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 and no further Secured Liabilities are capable of being outstanding.

1.2 Interpretation

Unless the context otherwise requires, in this debenture:

- 1.1.1 a reference to a 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;
- 1.1.2 a reference to one gender includes a reference to the other gender;
- 1.1.3 words in the singular include the plural and in the plural include the singular;
- 1.1.4 a reference to a clause or Schedule is to a clause of, or Schedule to, this debenture and references to paragraphs are to paragraphs of the relevant Schedule;
- 1.1.5 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 or novated from time to time;
- 1.1.6 a reference to a person shall include a reference to an individual, firm, corporation, unincorporated body of persons, or any state or any agency of a person;
- 1.1.7 a reference to an amendment includes a supplement, variation, novation or re-enactment (and amended shall be construed accordingly);
- 1.1.8 a reference to assets includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.1.9 a reference to an authorisation includes an authorisation, consent, licence, approval, resolution, exemption, filing, registration and notarisation;
- 1.1.10 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

1.1.11 clause, schedule and paragraph headings shall not effect the interpretation of this debenture.

1.2 Clawback

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

1.3 Nature of security over real property

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

- 1.3.1 all buildings and fixtures (including trade and tenant's fixtures) which are situated on that property at any time;
- 1.3.2 the proceeds of the sale of any part of that property; and
- 1.3.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of that property, and any monies paid or payable in respect of those covenants.

1.4 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 Loan Agreement and of any side letters between any parties in relation to the Loan Agreement are incorporated into this debenture.

1.5 Third party rights

A third party 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.

1.6 Perpetuity period

The perpetuity period applicable to all trusts declared by this debenture shall be 80 years.

1.7 Insolvency Act 1986

Paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies to the floating charge created by this debenture.

1.8 Schedules

The schedules form part of this debenture and shall have effect as if set out in full in the body of this debenture. Any reference to this debenture includes the schedules.

2 Covenant to pay

- 2.1** The Borrower shall, on demand, pay to the Pension Scheme 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 Borrower with full title guarantee:

- 3.1.1** charges to the Pension Scheme, by way of first legal mortgage, all the Properties as listed in Schedule 1;

- 3.1.2** charges to the Pension Scheme, by way of first fixed charge:

- (a) all Properties acquired by the Borrower in the future;
- (b) all present and future interests of the Borrower not effectively mortgaged or charged under the preceding provisions of this clause 3 in, or over, freehold or leasehold property;
- (c) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties;
- (d) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Borrower's business or the use of any Charged Property, and all rights in connection with them;
- (e) all present and future goodwill and uncalled capital for the time being of the Borrower;
- (f) all the Equipment;
- (g) all the Intellectual Property and all fees and royalties derived from, or incidental to, the Intellectual Property;
- (h) all the Book Debts;
- (i) all the Investments; and

- (j) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person.

3.1.3 assigns to the Pension Scheme, by way of first fixed charge, all its rights in any policies of insurances or assurance present or future (including, without limitation, any insurances relating to the Properties or the Equipment); and

3.1.4 charges to the Pension Scheme, by way of first floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned pursuant to clause 3.1.1 to clause 3.1.3 inclusive.

3.2 Automatic conversion of floating charge

The floating charge created by clause 3.1.4 shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if:

3.2.1 the Borrower:

- (a) creates, or attempts to create, on all or any part of the Charged Property an Encumbrance without the prior written consent of the Pension Scheme or any trust in favour of another person; or
- (b) disposes, or attempts to dispose of, all or any part of the Charged Property (other than property that is only subject to the floating charge while it remains uncrystallised which property may be disposed of in the ordinary course of business); or

3.2.2 a receiver is appointed over all or any of the Charged Property that is subject to the floating charge; or

3.2.3 any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Charged Property; or

3.2.4 the Pension Scheme receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Borrower.

3.3 Conversion of floating charge by notice

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

3.4 Assets acquired after any floating charge crystallisation

Any asset acquired by the Borrower after any crystallisation of the floating charge created under this debenture which, but for such crystallisation, would be subject to a floating charge

shall (unless the Pension Scheme confirms in writing to the contrary) be charged to the Pension Scheme by way of first fixed charge.

4 Liability of the Borrower

4.1 Liability not discharged

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

- 4.1.1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Pension Scheme that is or becomes wholly or partially illegal, void or unenforceable on any ground; or
- 4.1.2 the Pension Scheme renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- 4.1.3 any other act or omission, which but for this clause 4.1 might have discharged, or otherwise prejudiced or affected, the liability of the Borrower.

4.2 Immediate recourse

The Borrower waives any right it may have to require the Pension Scheme to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this debenture against the Borrower.

5 Representations and warranties

- 5.1 The Borrower represents and warrants to the Pension Scheme in the terms set out in Schedule 2. The representations and warranties set out in Schedule 2 are made on the date of this debenture.

6 Covenants

- 6.1 The Borrower covenants with the Pension Scheme in the terms set out in Schedule 3.

7 Powers of the Pension Scheme

- 7.1 The Pension Scheme shall have the powers set out in Schedule 4.

8 Enforcement

- 8.1 **Enforcement events** The security constituted by this debenture shall be immediately enforceable in any of the circumstances set out in paragraph 1 of Schedule 5. The parties to

this debenture agree that the provisions of Schedule 5 shall apply to this debenture and shall be binding between them.

8.2 Receiver's powers

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

9.1 Costs

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

9.1.1 this debenture or the Charged Property;

9.1.2 protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Pension Scheme's or Receiver's rights under this debenture;

9.1.3 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), together with interest on any amount due under clause 9.1.2 and clause 9.1.3 at the default rate of interest specified in the Loan Agreement.

9.2 Indemnity

The Pension Scheme 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:

9.2.1 the exercise, or purported exercise, of any of the powers, authorities or discretions vested in them under this debenture;

9.2.2 any matter or thing done, or omitted to be done, in relation to the Charged Property under those powers; or

9.2.3 any default or delay by the Borrower in performing any of its obligations under this debenture.

10 Release

10.1 Subject to clause 12.3, on the expiry of the Security Period (but not otherwise), the Pension Scheme shall, at the request and cost of the Borrower, 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 Pension Scheme

At any time, without the consent of the Borrower, the Pension Scheme may assign or transfer the whole or any part of the Pension Scheme's rights and/or obligations under this debenture to any person.

11.2 Assignment by Borrower

The Borrower 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 those rights or obligations passing to another person.

12 Further provisions

12.1 Independent security

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

12.2 Continuing security

12.2.1 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 Pension Scheme discharges this debenture in writing.

12.3 Discharge conditional

12.3.1 Any release, discharge or settlement between the Borrower and the Pension Scheme shall be deemed conditional on no payment or security received by the Pension Scheme 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 Pension Scheme or its nominee may retain this debenture and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Charged Property, for such period as the Pension Scheme deems necessary to provide the Pension Scheme with security against any such avoidance, reduction or order for refund; and

- (b) the Pension Scheme may recover the value or amount of such security or payment from the Borrower subsequently as if such release, discharge or settlement had not occurred.

12.4 Certificates

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

12.5 Rights cumulative

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

12.6 Waivers

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

12.7 Further exercise of rights

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

12.8 Delay

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

12.9 Single or partial exercise

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

12.10 Consolidation

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

12.11 Partial invalidity

12.11.1 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

12.12.1 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.

13 Notices

13.1 Service

13.1.1 Any notice or demand to be given by the Pension Scheme under this debenture, shall be in writing and may be signed by any authorised signatory on behalf of the Pension Scheme, and may be made or given to the Mortgagor at the address or fax number, 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:-

13.1.2 by delivering it to any such place; or

13.1.3 by sending it by first class post to any such place; or

13.1.4 by sending it by fax to any fax number of the Mortgagor.

13.2 Deemed Receipt and Proof of Service

13.2.1 Any notice or demand sent by post in accordance with the preceding clause 13.1 shall be deemed to have been served on the Mortgagor at noon on the business day next following the date of posting. In proving such service by post it shall be sufficient to show that the notice or demand was properly addressed to the address of the relevant party as set out in Schedule 7 (or as otherwise notified by that party under clause 13.1) and delivered either to that address and posted and such proof of service shall be effective notwithstanding that the letter was in fact not delivered or was returned undelivered.

14 Governing law and jurisdiction

14.1 Governing law

- 14.1.1 This debenture and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

14.2 Jurisdiction

- 14.2.1 The parties to this debenture irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this debenture or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Pension Scheme to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

14.3 Other service

- 14.3.1 The Borrower irrevocably consents to any process in any proceedings being served on it in accordance with the provisions of this debenture relating to service of notices. Nothing contained in this debenture shall affect the right to serve process in any other manner permitted by law.

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

Schedule 1 Property

Part 1 Registered Property

ALL REAL PROPERTY

Part 2 Unregistered Property

Schedule 2 Representations and warranties

1 Ownership of Charged Property

- 1.1 The Borrower is the legal and beneficial owner of the Charged Property.

2 No Encumbrances

- 2.1 The Charged Property is free from any Encumbrance other than the Encumbrances created by this debenture.

3 Adverse claims

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

4 Adverse covenants

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

5 No breach of laws

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

6 No interference in enjoyment

- 6.1 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.

7 No overriding interests

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

8 Avoidance of security

- 8.1 No Encumbrance expressed to be created under this debenture is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Borrower or otherwise.

9 No prohibitions or breaches

- 9.1 There is no prohibition on assignment in any Insurance Policies, or the relevant clauses of any of them, and the entry into this debenture by the Borrower does not and will not constitute a breach of any Insurance Policies or any other agreement or instrument binding on the Borrower or its assets.

10 Environmental compliance

- 10.1 The Borrower has, at all times, complied in all material respects with all applicable Environmental Law.

Schedule 3 Covenants

Part 1 General Covenants

1 Negative pledge and disposal restrictions

1.1 The Borrower shall not at any time, except with the prior written consent of the Pension Scheme:

- (a)** create, purport to create or permit to subsist any Encumbrance on, or in relation to, the Charged Property other than this debenture; or
- (b)** sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property, except in the ordinary course of business in the case of Charged Property which is only subject to an uncrystallised floating charge; or
- (c)** create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.

2 Preservation of Charged Property

2.1 The Borrower shall not do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Pension Scheme or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this debenture.

3 Enforcement of rights

3.1 The Borrower shall use its best endeavours to:

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

4 Notice of breaches

4.1 The Borrower shall promptly on becoming aware of any of the same give the Pension Scheme 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.

5 Title documents

5.1 The Borrower shall, on the execution of this debenture (or, if later, the date of acquisition of the relevant Charged Property), deposit with the Pension Scheme and the Pension Scheme shall, for the duration of this debenture be entitled to hold:

- (a) all deeds and documents of title relating to the Charged Property which are in the possession or control of the Borrower (if these are not within the possession and/or control of the Borrower, the Borrower undertakes to obtain possession of all such deeds and documents of title);
- (b) all Insurance Policies; and
- (c) all deeds and documents of title (if any) relating to the Book Debts as the Pension Scheme may specify from time to time.

6 Notices to be given by the Borrower

6.1 The Borrower shall within immediately on the execution of this debenture give notice to the relevant insurers of the assignment of the Borrower's rights and interest in and under specify insurance policies pursuant to clause 3.1.3 and procure that each addressee of such notice promptly provides an acknowledgement of the Pension Scheme's interest to the Pension Scheme.

6.2 The Borrower shall obtain the Pension Scheme's prior approval of the form of any notice or acknowledgement to be used under this paragraph 6.

7 Further assurance

7.1 The Borrower, 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 Pension Scheme may reasonably require) in favour of the Pension Scheme as the Pension Scheme, in its absolute discretion, requires from time to time over all or any part of the Charged Property and give all notices, orders and directions which the Pension Scheme may require in its absolute discretion for perfecting, protecting or facilitating the realisation of its security over the Charged Property.

8 Appointment of accountants

8.1 The Borrower shall:

- (a) at its own cost, if at any time so required by the Pension Scheme following the occurrence of an Enforcement Event (as set out in Schedule 5) or if the Pension

Scheme reasonably believes such Enforcement Event is likely to occur, appoint an accountant or firm of accountants nominated by the Pension Scheme to investigate the financial affairs of the Borrower and report to the Pension Scheme; and

- (b) co-operate fully with any accountants so appointed and immediately provide such accountants with all information requested.

- 8.2 The Borrower authorises the Pension Scheme to make such appointment as it shall think fit at any time, without further authority from the Borrower. In every such case, the fees and expenses of those accountants shall be paid by the Borrower but, if paid by the Pension Scheme on the Borrower's behalf, those fees and expenses shall be fully reimbursed to the Pension Scheme under clause 9.

9 Borrower's waiver of set-off

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

Part 2 Book Debts and insurance covenants

10 Preservation of Book Debts

- 10.1 The Borrower shall not (except as provided by Part 2 of Schedule 3 or with the prior written consent of the Pension Scheme) release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts.

11 Insurance covenant

11.1 The Borrower:

- (a) shall (if the Pension Scheme so requires) produce to, or deposit with, the Pension Scheme all Insurance Policies and the receipts for all premiums and other payments necessary for effecting and keeping up such policies; and
- (b) has not done or omitted to do, and shall not do or omit to do, any act or thing that may invalidate or otherwise prejudice the Insurance Policies.

12 Insurance Policies' proceeds

- 12.1 All sums payable under any of the Insurance Policies at any time (whether or not the security constituted by this debenture has become enforceable) shall:

- (a) immediately be paid to the Pension Scheme (unless the Pension Scheme otherwise agrees in writing prior to the date of payment of such proceeds).

- (b) If they are not paid directly to the Pension Scheme by the Insurers, be held by the Borrower as trustee of the same for the benefit of the Pension Scheme (and the Borrower shall account for them to the Pension Scheme); and
- (c) at the option of the Pension Scheme, be applied in making good or recouping expenditure in respect of the loss or damage for which such monies are received or in or towards discharge or reduction of the Secured Liabilities (but subject to paragraph 12 of Schedule 5).

Part 3 Property covenants

13 Maintenance and insurance

13.1 The Borrower shall:

- (a) keep all buildings and all fixtures on each Property in good and substantial repair and condition;
- (b) insure, and keep insured, those buildings and fixtures with such insurer and against such risks and in such amounts and otherwise on such terms as the Pension Scheme may require (and, failing such requirement, in accordance with the practice in respect of items of the same type current amongst prudent businessmen from time to time) and
- (c) procure that the interest of the Pension Scheme is noted on all those insurance policies or, at the option of the Pension Scheme, that those insurance policies are issued in the joint names of the Pension Scheme and the Borrower.

14 Preservation of Property, fixtures and equipment

14.1 The Borrower shall not, without the prior written consent of the Pension Scheme:

- (a) pull down or remove the whole or any part of any building forming part of any Property; or
- (b) make any material alterations to any Property or sever or remove any of its fixtures; or
- (c) remove or make any material alterations to any of the Equipment belonging to, or in use by, the Borrower on any Property (except to affect necessary repairs or replace them with new or improved models or substitutes); or
- (d) whenever any Equipment is destroyed, damaged or deteriorates, immediately repair, replace and make good the same.

15 Conduct of business on Properties

- 15.1** The Borrower shall carry on its trade and business in accordance with the standards of good management from time to time current in such trade or business on those parts (if any) of the Properties as are or may be used for the purposes of trade or business.

16 Planning Information

16.1 The Borrower shall:

- (a) give full particulars to the Pension Scheme of any notice, order, direction, designation, resolution or proposal given or made by any planning authority or other public body or authority (Planning Notice) that specifically applies to any Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Planning Notice; and
- (b) (if the Pension Scheme so requires) immediately, and at the cost of the Borrower, take all reasonable and necessary steps to comply with any Planning Notice, and make, or join with the Pension Scheme in making, such objections or representations in respect of any such Planning Notice as the Pension Scheme may desire.

17 Compliance with covenants and payment of rent

17.1 The Borrower shall:

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

18 Maintenance of interests in Properties

18.1 The Borrower shall not, without the prior written consent of the Pension Scheme:

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

19 Registration restrictions

- 19.1 The Borrower shall procure that no person shall be registered under the Land Registration Acts 1925 to 2002 as proprietor of any Property without the prior written consent of the Pension Scheme. The Borrower shall be liable for the Costs of the Pension Scheme in lodging cautions against the registration of the title to the whole or any part of any Property from time to time.

20 Development restrictions

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

21 Environment

- 21.1 The Borrower shall:

- (a) properly discharge all duties of care and responsibility placed upon it by Environmental Law;
- (b) observe and perform all the requirements of Environmental Law both in the conduct of its general business and in the management, possession or occupation of each Property; and
- (c) apply for and obtain all authorisations, necessary to ensure that it does not breach Environmental Law.

22 No restrictive obligations

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

23 Proprietary rights

- 23.1 The Borrower shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of any Property without the prior written consent of the Pension Scheme.

24 Inspection

- 24.1 The Borrower shall permit the Pension Scheme and any Receiver and any person appointed by either of them to enter on and inspect any Property on reasonable prior notice.

25 Property Information

- 25.1** The Borrower shall inform the Pension Scheme promptly of any acquisition by the Borrower of, or contract made by the Borrower to acquire, any freehold, leasehold or other interest in any property.

Part 4 Investment covenants

26 Dividends and voting rights post enforcement

- 26.1** After the security constituted by this debenture has become enforceable:

- (a) all dividends and other distributions paid in respect of the Investments and received by the Borrower shall be held on trust for the Pension Scheme and immediately paid into a designated account or, if received by the Pension Scheme, shall be retained by the Pension Scheme; and
- (b) all voting and other rights and powers attaching to the Investments shall be exercised by, or at the direction of, the Pension Scheme and the Borrower shall, and shall procure that its nominees shall, comply with any directions the Pension Scheme may, in its absolute discretion, give concerning the exercise of those rights and powers.

27 Calls on Investments

- 27.1** The Borrower shall duly and promptly pay all calls, instalments and other monies which may be payable from time to time in respect of the Investments. The Borrower acknowledges that the Pension Scheme shall not be under any liability in respect of any such calls, instalments or other monies.

28 No alteration of Investments

- 28.1** The Borrower shall not, without the prior written consent of the Pension Scheme, amend, or agree to the amendment of, the memorandum or articles of association or any other constitutional documents of any issuer that is not a public company, or the rights or liabilities attaching to any of the Investments.

29 Preservation of Investments

- 29.1** The Borrower shall ensure (insofar as it is able by the exercise of all voting rights, powers of control and other means available to it to do so) that no issuer that is not a public company shall:
- (a) consolidate or subdivide any of its Investments, or reduce or re-organise its share capital in any way;
 - (b) issue any new shares or stock; or

- (c) refuse to register any transfer of any of its Investments which may be lodged for registration by, or on behalf of, the Pension Scheme or the Borrower in accordance with this debenture.

30 Investments information

- 30.1 The Borrower shall, send to the Pension Scheme copies of all notices, circulars, reports, accounts and other documents, which are sent to holders of any Investments, promptly following receipt .

Part 5 Equipment covenants

31 Maintenance of Equipment

- 31.1 The Borrower shall:

- (a) maintain the Equipment in good and serviceable condition (except for expected fair wear and tear); and
- (b) not to permit any Equipment to be:
 - (i) used or handled, other than by properly qualified and trained persons; or
 - (ii) to be overloaded or used for any purpose for which it is not designed or reasonably suitable.

32 Payment of Equipment taxes

- 32.1 The Borrower shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Equipment and, on demand, produce evidence of payment to the Pension Scheme.

33 Equipment information

- 33.1 The Borrower shall:

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

34 Equipment insurance

- 34.1 The Borrower shall:

- (a) at its own expense, procure that the Equipment is covered and kept covered by insurance of a kind satisfactory to the Pension Scheme with insurers approved by the

Pension Scheme (such approval not to be unreasonably withheld) for full comprehensive insurance cover, which shall include (but not be limited to) fire, theft and accident, for an amount which is not less than the aggregate cost of reinstating or replacing such Equipment;

- (b) If the Pension Scheme so requires, procure that the interest of the Pension Scheme is noted on all such insurance policies or, at the option of the Pension Scheme, that such insurance policies are issued in the joint names of the Pension Scheme and the Borrower; and
- (c) maintain insurance for third party liabilities in such amount, and on such terms, as is usual for users of equipment of the same type as the Equipment.

35 Notice of charge

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

- (a) "NOTICE OF CHARGE

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

Part 6 Intellectual Property covenants

36 Preservation of rights

36.1 The Borrower shall take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property including (without limitation), observing all covenants and stipulations relating to such rights and paying all applicable renewal fees, licence fees and other outgoings.

37 Registration of Intellectual Property

37.1 The Borrower shall use all reasonable efforts to effect registration of applications for registration of any Intellectual Property and keep the Pension Scheme informed of all matters relating to such registration.

38 Maintenance of Intellectual Property

38.1 The Borrower shall not permit any Intellectual Property to be abandoned, cancelled or to lapse.

Schedule 4 Powers of the Pension Scheme

1 Power to remedy

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

2 Exercise of rights

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

3 Power to dispose of chattels

- 3.1** At any time after the security constituted by this debenture has become enforceable, the Pension Scheme or any Receiver:

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

4 Prior Encumbrances

- 4.1** At any time after the security constituted by this debenture has become enforceable, or after any powers conferred by any Encumbrance having priority to this debenture shall have become exercisable, the Pension Scheme may:

- (a)** redeem such or any other prior Encumbrance; and
- (b)** settle any account of the holder of any prior Encumbrance.

- 4.2** The settlement of any such account shall be conclusive and binding on the Borrower. All monies paid by the Pension Scheme to an encumbrancer in settlement of such an account shall, as from its payment by the Pension Scheme, be due from the Borrower to the Pension Scheme on current account and shall bear interest at the default rate of interest specified in the Loan Agreement and be secured as part of the Secured Liabilities.

5 Indulgence

- 5.1 The Pension Scheme may, at its discretion, grant time or other indulgence or make any other arrangement, variation or release with any person or persons not being a party to this debenture (whether or not such person or persons is jointly liable with the Borrower) 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 Borrower for the Secured Liabilities.

6 Investments: dividends and voting rights prior to enforcement

- 6.1 Until the security constituted by this debenture becomes enforceable:

- (a) the Pension Scheme shall, on request by the Borrower, release and pay to the Borrower any cash dividends paid in respect of any of the Investments and received by the Pension Scheme or its nominee; and
- (b) the Pension Scheme shall, in exercising all voting and other rights and powers of the Pension Scheme or its nominee attaching to the Investments, act in accordance with the directions of Borrower from time to time if acting in accordance with those directions would not, in the Pension Scheme's opinion, prejudice the Pension Scheme's security under this debenture or the value of the Investments, or contravene any agreement between the Pension Scheme and the Borrower.

Schedule 5 Enforcement

1 Enforcement events

- 1.1 This debenture shall be enforceable if:

- (a) any of the Secured Liabilities are not paid or discharged when the same ought to be paid or discharged by the Borrower (whether on demand, at scheduled maturity, or by acceleration or otherwise, as the case may be); or
- (b) the Borrower is in breach of any of its obligations under this debenture or under any other agreement between the Borrower and the Pension Scheme and that breach (if capable of remedy) has not been remedied to the satisfaction of the Pension Scheme within 14 days of notice by the Pension Scheme to the Borrower to remedy the breach; or
- (c) the Borrower:
 - (i) becomes unable to pay its debts as they fall due (and/or the value of the Borrower's assets is less than the amount of its liabilities, taking into account the Borrower's contingent and prospective liabilities); or

- (ii) commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness; or
 - (iii) makes a general assignment for the benefit of, or a composition with, its creditors; or
 - (d) the Borrower passes any resolution or takes any corporate action, or a petition is presented or proceedings are commenced, or any action is taken by any person for its winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrative receiver, administrator, trustee or similar officer of it or of any or all of its revenues or assets; or
 - (e) a distress, execution, attachment or other legal process is levied, or enforced on or sued against all or any part of the assets of the Borrower and remains undischarged for seven days; or
 - (f) any event occurs in relation to the Borrower that is analogous to those set out in paragraph 1.1(c), paragraph 1.1(d) or paragraph 1.1(e) of this Schedule 5; or
 - (g) any representation, warranty or statement made or deemed to be made by the Borrower under this debenture is or proves to have been incorrect or misleading (in any material respect) when made or deemed to be made;
- 1.2 and in any such event (whether or not the event is continuing), without prejudice to any other rights of the Pension Scheme, the powers of sale under the Law of Property Act 1925 shall immediately be exercisable and the Pension Scheme 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**
- 2.1 The statutory powers of sale conferred by the Law of Property Act 1925 shall, as between the Pension Scheme and a purchaser from the Pension Scheme, arise on and be exercisable at any time after the execution of this debenture, but the Pension Scheme 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**
- 3.1 The statutory powers of sale, leasing and accepting surrenders conferred upon mortgagees under the Law of Property Act 1925 and/or by any other statute shall be exercisable by the Pension Scheme under this debenture and are extended so as to authorise the Pension Scheme, whether in its own name or in that of the Borrower, to grant a lease or agreement to lease, accept surrenders of lease or grant any option of the whole or any part of the freehold and leasehold property of the Borrower with whatever rights relating to other parts of it, containing whatever covenants on the part of the Borrower, 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 Pension Scheme thinks fit.

4 Protection of third parties

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

5 No liability as mortgagee in possession

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

6 Appointment of Receiver

6.1 At any time after the security constituted by this debenture has become enforceable, or at the request of the Borrower, the Pension Scheme may, without further notice:

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

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

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

7 Power of sale 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 Pension Scheme under the Insolvency Act 1986, the Law of Property Act 1925 or otherwise, and shall be exercisable without the restrictions contained in Sections 103 and 109 of the Law of Property Act 1925 or otherwise.
- 7.2 The power to appoint a Receiver (whether conferred by this debenture or by statute) shall be, and remain, exercisable by the Pension Scheme despite any prior appointment in respect of all or any part of the Charged Property.

8 Agent of the Borrower

- 8.1 Any Receiver appointed by the Pension Scheme under this debenture shall be the agent of the Borrower and the Borrower shall be solely responsible for his acts and remuneration, as well as for any defaults committed by him.

9 Powers of Receiver

- 9.1 Any Receiver appointed by the Pension Scheme 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 the power to do all such acts and things as an absolute owner could do in the management of such of the Charged Property over which the Receiver is appointed and, in particular, the powers set out in Schedule 6.

10 Order of application of proceeds

- 10.1 All monies received by the Pension Scheme or a Receiver in the exercise of any enforcement powers conferred by this debenture shall be applied:
- (a) first in paying all unpaid fees, costs and other liability incurred by or on behalf of the Pension Scheme (and any Receiver, attorney or agent appointed by it);
 - (b) second in paying the remuneration of any Receiver (as agreed between the Receiver and the Pension Scheme);
 - (c) third in or towards discharge of the Secured Liabilities in such order and manner as the Pension Scheme determines; and
 - (d) finally in paying any surplus to the Borrower or any other person entitled to it.

11 Appropriation

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

12 Suspense account

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

13 Power of attorney

- 13.1 By way of security, the Borrower irrevocably appoints the Pension Scheme and every Receiver separately to be the attorney of the Borrower and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things which:

- (a) the Borrower is required to execute and do under this debenture, including execute any document required by the Pension Scheme under paragraph 6 of Part 1 of Schedule 3; and/or
- (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 Pension Scheme or any Receiver.

14 Ratification of acts of attorney

- 14.1 The Borrower 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 of this Schedule 5.

15 Appointment of an Administrator

- 15.1 The Pension Scheme may, without notice to the Borrower, appoint any one or more persons to be an administrator of the Borrower 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 Pension Scheme; 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 Pension Scheme 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 a replacement for any Administrator whose appointment ends for any reason under that paragraph.

Schedule 8 Further powers of a Receiver

1 Power to repair and develop Properties

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

2 Power to surrender leases

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

3 Power to employ personnel and advisors

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

4 Power to make VAT elections

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

5 Power to charge for remuneration

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

6 Power to realise Charged Property

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

7 Power to manage or reconstruct the Borrower's business

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

8 Power to dispose of Charged Property

- 8.1 A Receiver may grant options and licences over all or any part of the Charged Property, sell or concur in selling, assign or concur in assigning, lease or concur in leasing and accept or concur in accepting surrenders of leases of, all or any of the property of the Borrower 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 Borrower), and to carry any such sale, assignment, leasing or surrender into effect. Any such sale may be for such consideration as the Receiver thinks fit and he may promote, or concur in promoting, a company to purchase the property to be sold.

9 Power to sell Book Debts

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

10 Power to make settlements

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

11 Power to improve the Equipment

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

12 Power to make calls on Borrower members

- 12.1 A Receiver may make calls conditionally or unconditionally on the members of the Borrower 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 Borrower on its directors in respect of calls authorised to be made by them.

13 Power to appoint

- 13.1 A Receiver may appoint managers, officers, servants, workmen and agents for the purposes of this Schedule 6 at such salaries, for such periods and on such terms as he may determine.

14 Power to insure

- 14.1 A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause 9, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, such insurance.

15 Powers under Law of Property Act 1925

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

16 Power to redeem prior Encumbrances

- 16.1** A Receiver may redeem any prior Encumbrance and settle and pass the accounts to which the Encumbrance relates. Any accounts so settled and passed shall be conclusive and binding on the Borrower, and the monies so paid shall be deemed to be an expense properly incurred by him.

17 Incidental powers

- 17.1** A Receiver may do all such other acts and things as he may consider incidental or conducive to any of the matters or powers in this Schedule 6, or which he lawfully may or can do as agent for the Borrower.

18 Scope of powers

- 18.1** Any exercise of any of the powers given by this Schedule 6 may be on behalf of the Borrower, the directors of the Borrower (in the case of the power contained in paragraph 12 of this Schedule 6) or himself.

Schedule 7 Notice details

The Borrower:

Pilot Film & Television Productions Ltd
The Old Studio, 18 Middle Row, London,
W10 5AT

For the attention of: Ian Cross

The Pension Scheme:

Morgan Lloyd Trustees Limited as trustees
for the Pilot Film Pension Scheme

The Pavilions,
Eden Park,
69-71 Macrae Road,
Ham Green,
Bristol, BS20 0DD

For the attention of: SSAS DEPARTMENT


Fax number: 01275 813703

Signed as a deed by Pilot Film & Television Productions Ltd

acting by a director

Signature 	Director
--	----------


Witness By

Signature 
Name <u>WIN WIN</u>
Address <u>334, STOCKFIELD</u>
<u>ROAD</u>
<u>LONDON</u>
<u>E17 3LT</u>


Signed as a deed by Trustees of the Pilot Film Pension Scheme

Acting through its Member Trustees and Independent Trustees

Member Trustees

Signature	
Signature	



Witness By

Signature	
Name	WIN WIN
Address	334 STOCKFIELD ROAD LONDON E 17 3LT

Morgan Lloyd Trustees Limited

acting by a director and its secretary

or two directors

Signature	
Signature	
	Secretary - Director
	[Secretary][Director]

