



Registration of a Charge

Company name: **HAYWARD AND GREEN AVIATION LIMITED**

Company number: **02753340**

Received for Electronic Filing: **28/04/2020**



Details of Charge

Date of creation: **23/04/2020**

Charge code: **0275 3340 0006**

Persons entitled: **HAYWARD AND GREEN DEFENCE LTD**

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:

JAMES WASHINGTON



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2753340

Charge code: 0275 3340 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd April 2020 and created by HAYWARD AND GREEN AVIATION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th April 2020 .

Given at Companies House, Cardiff on 29th April 2020

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 23 April 2020 ~~2019~~

HAYWARD AND GREEN AVIATION LIMITED (1)
as Company

and

HAYWARD AND GREEN DEFENCE LTD (2)
as Lender

DEBENTURE

Squire Patton Boggs (UK) LLP
6 Wellington Place
Leeds
LS1 4AP
United Kingdom
DX 321801 Leeds 18

O +44 113 284 7000
F +44 113 284 7001

Reference GRE.729-0001

CONTENTS

1	DEFINITIONS AND INTERPRETATION	1
2	COVENANT TO PAY	7
3	SECURITY	7
4	CONVERSION OF FLOATING CHARGE.....	8
5	FURTHER ASSURANCE	8
6	DEPOSIT OF DOCUMENTS AND TITLE DEEDS.....	9
7	NEGATIVE PLEDGE.....	9
8	THE BOOK DEBTS ACCOUNT.....	10
9	DIVIDENDS, VOTING RIGHTS AND NOMINEES.....	10
10	UNDERTAKINGS.....	12
11	COSTS AND LENDER'S PERFORMANCE OF COVENANTS.....	14
12	DEFAULT.....	14
13	STATUTORY POWER OF SALE	15
14	RECEIVER.....	15
15	PROTECTION OF THIRD PARTIES	19
16	NO LIABILITY AS MORTGAGEE IN POSSESSION	19
17	REASSIGNMENT.....	20
18	POWER OF ATTORNEY.....	20
19	CUMULATIVE AND CONTINUING SECURITY.....	20
20	AVOIDANCE OF PAYMENTS	21
21	PRIOR CHARGES	21
22	OPENING A NEW ACCOUNT.....	21
23	SUSPENSE ACCOUNT	22
24	PAYMENTS AND WITHHOLDING TAXES	22
25	CURRENCY	22
26	SET-OFF.....	23

27	ASSIGNMENT.....	23
28	WAIVERS.....	23
29	SEVERABILITY	23
30	LAND REGISTRY	24
31	NOTICES	24
32	LAW AND JURISDICTION	24
33	COUNTERPARTS.....	25
34	THIRD PARTY RIGHTS	25
	SCHEDULE THE SCHEDULED PROPERTY	26

DATE OF DEBENTURE

23 April

2020
2019

PARTIES

- (1) **HAYWARD AND GREEN AVIATION LIMITED** (Company Number 02753340) whose registered office is at Unit 1-2 Terrys Cross Farm Horn Lane, Woodmancote, Henfield, West Sussex, BN5 9SA (the "**Company**"); and
- (2) **HAYWARD AND GREEN DEFENCE LTD** (registered in England and Wales under company number 04383095), the registered office of which is at Unit 1-2 Terrys Cross Farm Horn Lane, Woodmancote, Henfield, West Sussex, BN5 9SA (the "**Lender**").

INTRODUCTION

The Company has agreed to enter into this Debenture for the purpose of providing security to the Lender for the Secured Liabilities.

IT IS AGREED THAT:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Debenture:

"Asset Insurance" means the insurances referred to in clause 10.4(a) in respect of assets other than the Property.

"Authorities" means all national and local governments, government departments, supranational bodies, local or public authorities, statutory undertakings, states or agencies.

"Book Debts" means:

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Company; and
- (b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets).

"Book Debts Account" means such separate and denominated account or accounts with the Lender or such bank as may be specified in writing by the Lender for the purpose of receiving payments of the proceeds of realisation and collection of Book Debts.

"Business Day" means any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a day which is a bank holiday in any part of the United Kingdom.

"Business Operator" means a person carrying out any business, process or other undertaking (whether currently operated by or under the control or with the consent of the Company, or otherwise) whether at the Property or elsewhere.

"Charged Property" means the whole or any part of the property, assets, income and undertaking of the Company from time to time mortgaged, charged or assigned to the Lender pursuant to this Debenture.

"Contracts" means all the Company's rights, title, interest and benefit in and to any contract in respect of the whole or any part of the Charged Property to which the Company is a party.

"Costs" means all costs, charges or expenses of whatsoever nature (including, without limitation, legal fees) including, without limitation, disbursements and any Value Added Tax to be charged on such costs, charges, expenses and disbursements.

"Default Interest" has the meaning given to such term in the Loan Agreement.

"Derivative Assets" means all stocks, shares, warrants or other securities, rights, dividends, interest or other property (whether of a capital or income nature) accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Shares or any Derivative Assets previously described.

"Environment" means all of the air, water and land including air within buildings and other natural or man-made structures above or below ground.

"Environmental Authorisations" means all permits, licences, consents or other authorisations or approvals required at any time under any Environmental Legislation for the operation of any Business Operator and the occupation or use of the Property by any person.

"Environmental Claim" means any claim, notice of violation, prosecution, demand, action, official warning, abatement or other order (conditional or otherwise) relating to Environmental Matters and any notification or order requiring compliance with the terms of any Environmental Authorisation or Environmental Legislation.

"Environmental Legislation" means all applicable statutes, statutory instruments, common law, treaties, regulations, directives, codes of conduct, circulars, guidance notes, orders, notices, demands and other measures imposed by any Authority to which the Company or any Business Operator or the Property is or has been or may be or may have been subject which relate to the pollution or protection of the Environment or the protection of the health of any living organism or the protection of public health or welfare.

"Environmental Matters" means:

- (a) the generation, deposit, disposal, keeping, treatment, transportation, transmission, handling, importation, exportation, processing, collection, sorting, presence or manufacture of any waste (as defined in the Environmental Protection Act 1990) or of any Relevant Substance;

- (b) public or private nuisance, noise, defective premises or health and safety at work;
- (c) the carrying out of any development (as defined in Section 55(1) Town and Country Planning Act 1990); and
- (d) any act, default or phenomenon which is capable of causing harm to human health or welfare or harm to any other living organism or of damaging the Environment.

"Event of Default" has the meaning given to such term in the Loan Agreement.

"Exchange Rate" means the any prevailing spot rate of exchange available to the of the Lender (as conclusively determined by the Lender).

"Fixtures" means all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by the Company and deemed by law to be immovable property.

"Group" means the Company and its Subsidiaries (if any) from time to time.

"Insolvency Act" means the Insolvency Act 1986.

"Intellectual Property" means all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents, registered and unregistered trade marks, registered and unregistered service marks, registered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, confidential information, Know-how, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country; and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing.

"Issuer" means any person of whose share capital the Shares form all or any part.

"Know-how" means all the body of knowledge, technical experience, expertise and skills, technical processes, secret processes, formulae and technical information held by the Company and relating to its business, which is not in the public domain.

"Loan Agreement" means the loan agreement dated on or about the date of this Debenture made between the Company and the Lender.

"LPA" means the Law of Property Act 1925.

"Material Adverse Effect" means, in relation to any person, a material adverse effect on any one or more of that person's:

- (a) financial condition;
- (b) business/operations; or

- (c) ability to comply with any obligations under this Debenture.

"Material Environmental Effect" means any effect on the Environment which is, or is reasonably likely in the opinion of the Lender, in its sole discretion, to have a material adverse effect on:

- (a) the financial condition of the Company;
- (b) the ability of the Company to perform its obligations under or otherwise comply with the terms of this Debenture; or
- (c) the value or marketability of the Property.

"Nominees" means the Lender, its agents, nominees and any other person holding the Shares and the Derivative Assets on behalf of the Lender from time to time.

"Occupational Leases" means all leasehold interests and other occupational rights whatsoever (including, without limitation, all licences and agreements for leases) in existence from time to time relating to the whole or any part of the Property, the immediate reversion to which is vested in the Company.

"Permitted Security Interest" means:

- (a) security constituted by this Debenture;
- (b) any security permitted by the Loan Agreement; and
- (c) liens arising by operation of law in the ordinary course of business.

"Planning Acts" means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991, the Local Government Planning and Land Act 1980 and the Ancient Monuments and Archaeological Areas Act 1979.

"Plant and Machinery" means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other such assets (other than Fixtures) whatsoever, wherever situate, which are now, or at any time after the date of this Debenture become, the property of the Company.

"Property" means all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all Fixtures on such property) which are now, or at any time after the date of this Debenture become, the property of the Company, all proceeds of sale derived from such property and the benefit of all covenants to which the Company is entitled in respect of such property.

"Property Insurance" means the insurance referred to in clause 10.4(a) in respect of the Property.

"Receiver" means any receiver appointed pursuant to this Debenture.

"Relevant Jurisdiction" in respect of any person means the jurisdiction in which such person is incorporated or, if different, has its principal place of business.

"Relevant Substance" means all substances which are defined or regulated as toxic, hazardous, flammable, highly reactive and explosive, or any of these, pursuant to any Environmental Legislation (whether in a solid or liquid form or in the form of a gas or vapour and whether alone or in combination with any other substance) and all radioactive, electrical or electromagnetic emissions which are capable of causing harm to human health or welfare or harm to any other living organism or of damaging the Environment.

"Rights" means all the Company's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of all the Company's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any Occupational Lease, agreement for any Occupational Lease and any associated agreements which may be granted by the Company or any person deriving title from the Company from time to time over or in respect of the whole or any part of the Property and any other properties (freehold or leasehold) in which the Company has an interest).

"Scheduled Property" means all the property short particulars of which are set out in the Schedule (*The Scheduled Property*) (if any), including, without limitation, all Fixtures on such property.

"Secured Liabilities" means all monies, debts and liabilities from time to time due, owing or incurred by the Company to the Lender on any current or other account whatsoever or otherwise in any manner whatsoever, in each case:

- (a) whether present or future;
- (b) whether alone or jointly with any other person;
- (c) whether actual or contingent;
- (d) whether as principal or as surety;
- (e) in whatsoever name, firm or style;
- (f) in whatsoever currency denominated; or
- (g) otherwise,

together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees, costs and other charges (including, without limitation, legal fees) on a full indemnity basis.

"Security Interest" means any mortgage, charge, assignment, pledge, lien, right of set-off, hypothecation, encumbrance, priority or other security interest (whether fixed or floating) including, without limitation, any "hold-back" or "flawed asset" arrangement together with any preferential right, retention of title, deferred purchase, leasing, sale or purchase, sale and leaseback arrangement, trust agreement, declaration of trust, trust arising by operation of law, any option or agreement for any of the same or any arrangement which has substantially the same commercial or substantive effect as the creation of security.

"Shares" means all stocks, shares and other securities for which the stock or share certificates or other documents of title have from time to time been deposited by the Company with the Lender or its Nominees or which are held to the order of the Lender whether held in the United Kingdom or elsewhere and irrespective of whether in any such case the deposit was made or the certificates or other documents were received by the Lender or its Nominees for the purposes of creating security, safe custody, collection or otherwise.

"Subsidiary" bears the same meaning as that contained in Section 1159 of the Companies Act 2006 (Meaning of "subsidiary", *etc.*).

"Taxes" means all present and future taxes, levies, duties, charges, assessments, deductions or withholdings whatsoever, including any interest thereon, and any penalties and fines with respect thereto, wherever imposed, levied, collected or withheld pursuant to any regulation having the force of law and **"Taxation"** shall be construed accordingly.

1.2 Interpretation

- (a) In this Debenture:
 - (i) the contents page and clause headings are included for convenience only and do not affect the construction of this Debenture;
 - (ii) words denoting the singular include the plural and vice versa; and
 - (iii) words denoting one gender include each gender and all genders.
- (b) In this Debenture, unless the context otherwise requires, references to:
 - (i) persons include references to natural persons, firms, partnerships, companies, corporations, associations, organisations and trusts (in each case whether or not having a separate legal personality);
 - (ii) documents, instruments and agreements (including, without limitation, this Debenture and any document referred to in this Debenture) are references to such documents, instruments and agreements as modified, amended, varied, supplemented or novated from time to time;
 - (iii) receivers are references to receivers of whatsoever nature including, without limitation, receivers and managers and administrative receivers;
 - (iv) the terms the **"Lender"** and the **"Receiver"** include, where the context so admits, references to any delegate of any such person;
 - (v) a party to this Debenture include references to its successors, transferees and assigns;
 - (vi) recitals, clauses and schedules are references to recitals to this Debenture, clauses of this Debenture and schedules to this Debenture; and references to this Debenture include its schedules;

- (vii) paragraphs are references to paragraphs of the schedule in which the references appear;
- (viii) statutory provisions (where the context so admits and unless otherwise expressly provided) are construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time, and to any orders regulations instruments or other subordinate legislation made under the relevant statute; and
- (ix) a time of day is a reference to London time.

2 COVENANT TO PAY

The Company shall on demand pay to the Lender or discharge, as the case may be, all the Secured Liabilities when the Secured Liabilities become due.

3 SECURITY

By way of continuing security in favour of the Lender for the payment and discharge of the Secured Liabilities, the Company with full title guarantee hereby charges to the Lender or assigns to the Lender (as the case may be) the property set out below in the manner set out below (The assignment set out below is an absolute assignment for the purposes of Section 136 of the LPA (Legal assignments of things in action) and is not made by way of charge only).

3.1 Scheduled Property

By way of first fixed charge by way of legal mortgage, the Scheduled Property and all Rights relating to the Scheduled Property in existence at the date of this Debenture.

3.2 Other Property

By way of first fixed charge the Property (except the Scheduled Property validly charged in clause 3.1 (*Scheduled Property*)) and all Rights relating to such Property.

3.3 Contracts

By way of absolute legal assignment, the Contracts.

3.4 Book Debts

By way of first fixed charge, the Book Debts.

3.5 Intellectual Property

By way of first fixed charge, all the Intellectual Property owned, possessed or controlled by the Company.

3.6 Plant and Machinery

By way of first fixed charge, the Plant and Machinery.

3.7 Shares and Derivative Assets

By way of first fixed charge, the Shares and Derivative Assets.

3.8 Goodwill

By way of first fixed charge, all the goodwill and uncalled capital for the time being of the Company.

3.9 Floating charge

By way of first floating charge, all the undertaking and assets of the Company whatsoever, wherever situate, whether movable, immovable, present or future (including, without limitation, its uncalled capital for the time being and all the undertaking and assets of the Company referred to above which are, for any reason, not validly charged or assigned pursuant to clause 3.1 (*Scheduled Property*) to clause 3.8 (*Goodwill*) (inclusive) of this Debenture). Such floating charge being a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 of the Insolvency Act, the provisions of such paragraph applying to such floating charge.

4 CONVERSION OF FLOATING CHARGE

4.1 Conversion by notice

The Lender may by notice to the Company convert the floating charge contained in this Debenture into a fixed charge as regards such Charged Property as the Lender may specify (whether generally or specifically) in that notice:

- (a) if it considers that it would be desirable to do so in order to protect, preserve or supplement the charges over the Charged Property or the priority of those charges; or
- (b) on, or at any time following, the making of a demand pursuant to clause 2 (*Covenant to Pay*), or both.

4.2 Automatic conversion

If, without the prior written consent of the Lender, the Company creates any Security Interest over any of the Charged Property not expressed to be subject to a fixed charge under this Debenture, or attempts to do so, or if any person levies or attempts to levy any distress, attachment, execution or other legal process against any of such Charged Property, the floating charge created by this Debenture over the Charged Property the subject of such Security Interest or process will automatically, without notice, be converted into a fixed charge as soon as such event occurs.

5 FURTHER ASSURANCE

The Company shall:

- (a) forthwith, at any time if so required by the Lender, at its own expense execute and deliver to the Lender such further legal or other mortgages, charges, assignments, securities, authorities and documents as the Lender may in its discretion require of the whole or such part of the Charged Property as the Lender may specify, in such form as the Lender may in its discretion require, to secure the payment or discharge of the Secured Liabilities, including,

without limitation, in order to vest the whole or such part of the Charged Property in the Lender, the nominee of the Lender or in any purchaser from the Lender or the Receiver;

- (b) pending the execution and delivery of any such assignments, hold such Charged Property upon trust for the Lender subject to the provisions of this Debenture; and
- (c) pending the execution and delivery of any such mortgages, charges, or other security, hold such Charged Property subject to the provisions of this Debenture.

6 DEPOSIT OF DOCUMENTS AND TITLE DEEDS

6.1 If so requested by the Lender, the Company shall deposit with the Lender (and the Lender during the continuance of this security may hold and retain):

- (a) all deeds and documents of title relating to the Property including, without limitation, all Occupational Leases;
- (b) all stock or share certificates or other documents of title to or representing the Shares and the Derivative Assets together with such duly executed transfers or assignments with the name of the transferee, date and consideration left blank as the Lender may require;
- (c) all such deeds and documents of title (if any) relating to the Book Debts as the Lender may from time to time specify; and
- (d) copies of all the Contracts certified to be true copies by one director of or solicitor acting for the Company.

6.2 The Company shall:

- (a) after the making of a demand pursuant to clause 2 (*Covenant to Pay*) procure the registration in the books of the Issuer of the transfer of the Shares and the Derivative Assets to the Lender (or the Nominees as the Lender may require), the entry of Lender (or the Nominees as the Lender may require) in the register of members of the Issuer as the holder or holders of the Shares and the Derivative Assets, and the issue of new share certificates in respect of the Shares and the Derivative Assets to the Lender (or the Nominees as the Lender may require); and
- (b) upon the accrual, offer, issue or receipt of any Derivative Assets deliver or pay to the Lender or procure the delivery or payment to the Lender of all such Derivative Assets or the stock or share certificates or other documents of title to or representing them together with such duly executed transfers or assignments with the name of the transferee, date and consideration left blank as the Lender may require.

7 NEGATIVE PLEDGE

The Company shall not:

- (a) create, purport to create or allow to subsist, any Security Interest over the whole or any part of the Charged Property except for any Permitted Security Interest;
- (b) convey, assign, transfer, or agree to convey, assign or transfer the whole or any part of the Charged Property;
- (c) permit or agree to any variation of the rights attaching to the whole or any part of the Charged Property;
- (d) do, cause or permit to be done anything which may in the opinion of the Lender, in any way depreciate, jeopardise or otherwise prejudice the value to the Lender (whether monetary or otherwise) of the whole or any part of the Charged Property; or
- (e) 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 save as expressly provided in this Debenture.

8 THE BOOK DEBTS ACCOUNT

Until all the security constituted by this Debenture is discharged the Company shall:

- (a) collect and realise all Book Debts in the ordinary course of its business. For the avoidance of doubt, it is hereby declared that for the purposes of this Debenture, the ordinary course of business of the Company does not include or extend to the selling, assigning or in any other way factoring or discounting any Book Debts. The Company shall hold the proceeds of such collection and realisation of the Book Debts upon trust for the Lender pending payment of such proceeds into the Book Debts Account;
- (b) if the Lender so requires, following an Event of Default, pay the proceeds of such collection and realisation into the Book Debts Account;
- (c) not except with the prior written consent of the Lender, withdraw from the Book Debts Account all or any monies standing to the credit of the Book Debts Account; and
- (d) following an Event of Default, if called upon so to do by the Lender execute a legal assignment of the Book Debts to the Lender in such terms as the Lender may in its discretion require, give such notice of that legal assignment to the debtors from whom the Book Debts are due, owing or incurred and take any such other step as the Lender may in its discretion require to perfect such legal assignment.

9 DIVIDENDS, VOTING RIGHTS AND NOMINEES

9.1 Dividends and voting rights

For so long as no demand has been made pursuant to clause 2 (*Covenant to Pay*), the Company may:

- (a) subject to clause 6.1(b), receive and retain all dividends, interest and other income deriving from and received by it in respect of the Shares and the Derivative Assets; and
- (b) exercise all voting and other rights and powers attached to the Shares and the Derivative Assets provided that such exercise does not adversely affect the Shares and the Derivative Assets and is not otherwise inconsistent with the Debenture and provided further that the Company shall:
 - (i) give the Lender at least five Business Day's written notice of the manner in which it intends to exercise, or its reasons for abstaining from exercising, such right; and
 - (ii) not exercise any right or power if, in the Lender's absolute discretion, such action would adversely affect the value of the Shares and the Derivative Assets or if such action would be inconsistent with this Debenture.

9.2 Trustee powers

The Lender may at its discretion (in the name of the Company or otherwise, subject to clause 9.1 (*Dividends and voting rights*), after the making of a demand pursuant to clause 2 (*Covenant to Pay*) and without any consent or authority on the part of the Company) exercise all the powers given to trustees by Sections 3 to 7 (inclusive) of the Trustee Act 2000 in respect of those Shares and the Derivative Assets subject to a trust.

9.3 Lender's powers of enforcement over Shares and the Derivative Assets

- (a) Following the making of a demand pursuant to clause 2 (*Covenant to Pay*), all dividends, interest and other income forming part of the Shares and the Derivative Assets shall, unless otherwise agreed between the Lender and the Company, be paid without any set-off or deduction whatsoever to an interest bearing suspense account in the name of the Lender and shall be retained by the Lender until applied as hereinafter provided as part of the Shares and the Derivative Assets and any such monies which may be received by the Company shall, pending such payment, be held in trust for the Lender.
- (b) The Lender shall not have any duty as to any Shares and Derivative Assets and shall incur no liability for:
 - (i) ascertaining or taking action in respect of any calls instalments, conversions, exchanges, maturities, tenders or other matters in relation to any Shares and Derivative Assets or the nature or sufficiency of any payment whether or not the Lender has or is deemed to have knowledge of such matters; or
 - (ii) taking any necessary steps to preserve rights against prior parties or any other rights pertaining to any Shares and Derivative Assets; or
 - (iii) for any failure to present any interest, coupon or any bond or stock drawn for repayment or for any failure to pay any call or instalment or to accept any offer or to notify the Company of any such matter or for

any failure to ensure that the correct amounts (if any) are paid or received in respect of the Shares and the Derivative Assets.

9.4 Custody

The Lender shall be entitled to provide for the safe custody by third parties of all stock and share certificates and documents of title deposited with the Lender or Nominees at the expense of the Company and shall not be responsible for any loss of or damage to any such certificates or documents.

10 UNDERTAKINGS

The Company gives each of the undertakings contained in this clause to the Lender.

10.1 Duration

The undertakings in this clause shall remain in force during the continuance of the security constituted by this Debenture.

10.2 Access and information

The Company shall:

- (a) upon prior written notice, permit the Lender, its representatives and agents free access at all reasonable times to examine and take copies and extracts from the records, books of account and statutory books of the Company;
- (b) furnish the Lender with all additional information which the Lender may in its discretion require in connection with such examination; and
- (c) co-operate and comply with all reasonable requests relating to such examination.

10.3 Debenture by Subsidiary

The Company shall procure that any company which may be or become a Subsidiary of the Company at any time during the subsistence of this Debenture shall provide in favour of the Lender such security in such form as the Lender may in its discretion require.

10.4 Property and Asset Insurance

The Company shall:

- (a) insure and keep insured the Property and all of its undertaking and assets other than the Property with reputable and responsible insurers in such manner and to such extent as is reasonable and customary for an enterprise engaged in the same or a similar business and in the same or similar localities such risks and contingencies as the Lender shall from time to time reasonably request;
- (b) effect the Property Insurance and the Asset Insurance and if so requested by the Lender, the Company shall procure that the interest of the Lender is noted

on all policies of Property Insurance and Asset Insurance in such manner as the Lender may in its absolute discretion require;

- (c) duly and punctually pay all premiums and any other monies necessary for maintaining the Property Insurance and the Asset Insurance in full force and effect;
- (d) if so requested by the Lender, produce to the Lender on request copies of all policies and all receipts for the current premiums with respect to the Property Insurance and the Asset Insurance; and
- (e) immediately give notice to the Lender of any occurrence which gives rise, or might give rise, to a claim under any policy of insurance relating to the Property Insurance, the Asset Insurance or both.

If the Company at any time fails to perform any of its obligations contained in this clause, the Lender may effect or renew such insurance as the Lender thinks fit and the Company shall reimburse the Lender for the Costs thereby incurred on demand. Such Costs will bear interest at the applicable rate of interest under the Loan Agreement.

10.5 Insurance monies

- (a) Any monies received by virtue of any insurance relating to the whole or any part of the Charged Property (whether effected pursuant to this Debenture or otherwise) will be deemed to be part of the Charged Property. The Company shall apply all such monies in making good, or in recouping expenditure incurred in making good, any loss or damage or, if the Lender in its discretion so requires, towards discharge of the Secured Liabilities.
- (b) The Company shall ensure that all such monies as are referred to in clause 10.5(a) which are not paid directly by the insurers to the Lender shall be held by the recipient upon trust for the Lender and be applied by the Company in accordance with clause 10.5(a).
- (c) This clause applies whether or not this Debenture has become enforceable.

10.6 To repair

The Company shall:

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

10.7 Environment

The Company shall:

- (a) and shall procure that any Business Operator shall, obtain and maintain in full force and effect all Environmental Authorisations and ensure that the Property, itself and any Business Operator complies with all Environmental Legislation; and
- (b) promptly on becoming aware of it inform the Lender of any Environmental Claim which has been made or threatened against the Company or any Business Operator or any of the officers of the Company or any Business Operator or any occupier of the Property or any requirement of any Authority, Environmental Authorisation or applicable Environmental Legislation to make any investment or expenditure or take or desist from taking any action which might, if substantial, have a Material Environmental Effect.

11 COSTS AND LENDER'S PERFORMANCE OF COVENANTS

11.1 Costs undertaking

The Company shall on demand pay to the Lender or the Receiver, as the case may be, and discharge all Costs payable by it pursuant to this Debenture on a full and unlimited indemnity basis, together with Default Interest from the date the relevant Cost was expended, incurred or suffered (whichever is the earlier) by the Lender or the Receiver, as the case may be, until full discharge of such Cost.

11.2 Lender's performance of covenants

If the Company fails to perform either of the undertaking contained in clause 10.6 (*To repair*) or clause 10.7 (*Environment*), the Lender may perform any such covenant at the Company's expense and the Company shall reimburse the Lender for the Costs of such performance on demand. Nothing in this Debenture shall oblige the Lender to perform any covenant of the Company.

12 DEFAULT

12.1 Enforcement

This Debenture will become enforceable on the making of a demand pursuant to clause 2 (*Covenant to Pay*) or if the Company requests the Lender to appoint a receiver and/or an administrator over the whole or any part of its undertaking or assets.

12.2 Consequences of default

On and at any time after the making of a demand pursuant to clause 2 (*Covenant to Pay*), the Lender in its absolute discretion may by written notice to the Company:

- (a) declare the Secured Liabilities to be immediately due and payable, together with all accrued interest thereon and any other sums then owed by the Company under this Debenture and, upon that declaration, such sums shall become immediately due and payable without demand or notice of any kind, all of which are hereby expressly waived by the Company; or

- (b) declare the Secured Liabilities to be due and payable on demand of the Lender; and/or
- (c) declare the security constituted by this Debenture to be enforceable.

13 STATUTORY POWER OF SALE

- 13.1 For the purposes of all powers implied by statute, and in particular the power of sale under Section 101 of the LPA (Powers incident to estate or interest in a mortgage), the Secured Liabilities will be deemed to have become due when the security created by this Debenture becomes enforceable and Section 103 of the LPA (Regulation of exercise of power of sale) and Section 93 of the LPA (Restriction on consolidation of mortgages) will not apply.
- 13.2 The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender to lease, make arrangements for leases, accept surrender of leases and grant options on such terms and conditions as the Lender may in its discretion think fit. The Lender is not obliged to comply with any of the provisions of Section 99 (Leasing powers of mortgagor and mortgagee in possession) and Section 100 (Powers of mortgagor and mortgagee in possession to accept surrenders of leases) of the LPA.
- 13.3 Each of the Lender and the Receiver may exercise such person's statutory power of sale in respect of the whole or any part of the Property.

14 RECEIVER

14.1 Appointment of Receiver

- (a) At any time after the security constituted by this Debenture has become enforceable, whether or not the Lender has entered into or taken possession of the whole or any part of the Charged Property pursuant to this Debenture:
 - (i) the Lender may, by writing under the hand of any authorised officer of the Lender, appoint any person to be a receiver and/or an administrator of the Charged Property and such person shall, with effect from the date of such appointment, be a "Receiver";
 - (ii) subject to the Insolvency Act the Lender may, from time to time, in similar manner, remove the Receiver and appoint another in his place;
 - (iii) the Lender may, either at the time of appointment or at any time thereafter, fix the remuneration of the Receiver;
 - (iv) the Lender and any Nominee wheresoever situate may, without further notice and without the restrictions contained in Section 103 of the Law of Property Act 1925 (Regulation of exercise of power of sale), exercise in respect of all or any part of the Shares and the Derivative Assets all the powers and rights exercisable by the registered holder of the Shares and the Derivative Assets and all other powers conferred on mortgagees by the Law of Property Act 1925 as varied or extended by this Debenture; and

- (v) the Lender and any Nominee wheresoever situate may apply any dividends, interest or other payments received or receivable by the Lender or by such Nominee in respect of the Shares and the Derivative Assets as if they were proceeds of sale.

None of the restrictions imposed by the LPA in relation to the appointment of receivers, the giving of notice or otherwise shall apply.

- (b) The Receiver may from time to time delegate, by power of attorney or otherwise, to any person any of his powers and discretions, whether arising by statute, the provisions of this Debenture or otherwise, upon such terms and for such periods of time as he may in his discretion think fit and may from time to time terminate any such delegation. The Lender shall not be liable to the Company for any loss or damage arising from any such delegate's act, default, neglect or misconduct of any nature whatsoever.

14.2 Powers of Receiver

The Receiver has all the powers to do or abstain from doing anything which the Company could do or abstain from doing in relation to the Charged Property including, without limitation the powers conferred by Section 109 of the LPA (Appointment, powers, remuneration and duties of receivers) and, in the case of a Receiver who is an administrative receiver, the powers conferred by Section 29 of the Insolvency Act (Definitions) and schedule 1 to the Insolvency Act (Powers of administrator or administrative receiver), and in particular the Receiver may:

- (a) carry on, manage or concur in carrying on managing the whole or any part of the business of the Company as he may in his discretion think fit;
- (b) in each case as he may in his discretion think fit:
 - (i) manage, insure, repair, decorate, maintain, alter, improve, renew or add to the Charged Property or concur in so doing;
 - (ii) commence or complete any building operations on the Property; and
 - (iii) apply for and maintain any planning permissions, building regulations, approvals and any other permissions, consents or licences;
- (c) sell, exchange, convert into money and realise the Charged Property or concur in so doing by public auction or private contract and generally in such manner and on such terms as he may in his discretion think fit. Without prejudice to the generality of the foregoing, he may do any of these things for any valuable consideration, including, without limitation, cash, shares, stock, debentures or other obligations. Any such consideration may be payable in a lump sum or by instalments spread over such period as he may in his discretion think fit;
- (d) in each such case in such manner and generally on such terms as he may in his discretion think fit, with all the powers of an absolute beneficial owner:
 - (i) let, hire or lease (with or without premium) and accept surrenders of leases or tenancies or concur in so doing;

- (ii) grant rights, options or easements over and otherwise deal with or dispose of, and exercise all rights, powers and discretions incidental to, the ownership of the Charged Property; and
- (iii) exchange or concur in exchanging the Charged Property.

The Receiver may exercise any such power by effecting such transaction in the name or on behalf of the Company or otherwise;

- (e) for the purpose of exercising any of the powers, authorities or discretions conferred on him by or pursuant to this Debenture or of defraying any Costs (including, without limitation, his remuneration) which are incurred by him in the exercise of such powers, authorities or discretions or for any other purpose, to raise and borrow money or incur any other liability either unsecured or secured on the Charged Property, either in priority to the security constituted by this Debenture or otherwise, and generally on such terms as he may in his discretion think fit. No person lending such money is to be concerned to enquire as to the propriety or purpose of the exercise of such power or as to the application of any money so raised or borrowed;
- (f) make, or require the directors of the Company to make, such calls upon the shareholders of the Company in respect of any uncalled capital of the Company as the Receiver may in his discretion require and enforce payment of any call so made by action (in the name of the Company or the Receiver as the Receiver may in his discretion think fit) or otherwise;
- (g) settle or compromise any claim by, adjust any account with, refer to arbitration any dispute with, and deal with any question or demand from, any person who is, or claims to be, a creditor of the Company, as he may in his discretion think fit;
- (h) settle or compromise any claim, adjust any account, refer to arbitration any dispute and deal with any question or demand relating in any way to the Charged Property, as he may in his discretion think fit;
- (i) bring, prosecute, enforce, defend and abandon all such actions, suits and proceedings in relation to the Charged Property as he may in his discretion think fit;
- (j) promote the formation of any Subsidiary of the Company with a view to such Subsidiary purchasing, leasing, licensing or otherwise acquiring an interest in the Charged Property;
- (k) arrange for the purchase, lease, licence or acquisition of an interest in the Charged Property by any such Subsidiary for any valuable consideration, including, without limitation, cash, shares, debentures, loan stock, convertible loan stock or other securities, profits or a sum calculated by reference to profits, turnover, royalties, licence fees or otherwise, whether or not secured on the undertaking or assets of such Subsidiary and whether or not such consideration is payable or receivable in a lump sum or at any time or any number of times by instalments spread over such period, as the Receiver may in his discretion think fit;

- (l) arrange for such Subsidiary to trade or cease to trade as the Receiver may in his discretion think fit;
- (m) appoint and discharge any manager, officer, agent, professional adviser, employee and any other person, upon such terms as he may in his discretion think fit;
- (n) give valid receipts for all monies and execute all assurances and things which he may in his discretion think proper or desirable for realising the Charged Property;
- (o) conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions, whether required under Environmental Legislation or by the Lender or otherwise and comply with all lawful orders and directives of all Authorities regarding Environmental Legislation; and
- (p) do all such other acts and things as the Receiver may in his discretion consider to be incidental or conducive to any of the matters or powers set out in this Debenture or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property.

14.3 Receiver as agent of the Company

The Receiver is at all times and for all purposes the agent of the Company. Subject to the provisions of the Insolvency Act, the Company is solely responsible for all the Receiver's acts, defaults, neglect and misconduct of any nature whatsoever and for his remuneration and Costs, to the exclusion of liability on the part of the Lender.

14.4 No obligation

The Receiver is not obliged to exercise any of the powers set out in this clause.

14.5 Several power

Where more than one Receiver is appointed, each Receiver has the power to act severally unless the Lender specifies otherwise in the appointment of such Receiver.

14.6 Powers exercisable by the Lender

- (a) The Lender may exercise all powers granted to the Receiver by this Debenture, whether as attorney of the Company or otherwise.
- (b) The powers of the Receiver set out above are in addition to, and without prejudice to, all statutory and other powers of the Lender as provided in clause 13 (*Statutory Power of Sale*) or otherwise and so that, inter alia, such powers are and remain exercisable by the Lender in respect of that part of the Charged Property in respect of which no appointment of a Receiver by the Lender is from time to time subsisting.

14.7 Application of proceeds

The provisions of Sections 99 to 109 inclusive of the LPA are varied and extended to the extent that all monies received by the Receiver be applied in the following order:

- (a) in full payment of his remuneration and the Costs of realisation including, without limitation, all Costs of, or incidental to, any exercise of any power referred to in this Debenture, including, without limitation, all outgoings paid by the Receiver;
- (b) providing for the matters specified in paragraphs (i) to (iii) inclusive of Section 109(8) of the LPA (Appointment, powers, remuneration and duties of receiver);
- (c) in or towards satisfaction of any debts or other imposts which are by statute made payable in preference to the Secured Liabilities to the extent to which such debts or imposts are made so payable;
- (d) if so required by the Lender in its discretion, in or towards satisfaction of the Secured Liabilities; and
- (e) to the person entitled to any surplus.

15 PROTECTION OF THIRD PARTIES

15.1 Any person (including, without limitation, any purchaser, mortgagor or mortgagee) (in this clause a "**purchaser**") dealing with the Lender may assume without inquiry that:

- (a) some part of the Secured Liabilities has become due;
- (b) a demand for such Secured Liabilities has been duly made; and
- (c) such Secured Liabilities have become due within the meaning of Section 101 of the LPA (Powers incident to estate or interest in a mortgage).

15.2 No purchaser dealing with the Receiver or the Lender is to be concerned to enquire whether any power exercised or purported to be exercised by the Receiver or the Lender has become exercisable, or as to the propriety or regularity of any sale by, or other dealing with, the Receiver or the Lender. Any such sale or dealing is deemed to be within the powers conferred by this Debenture and to be valid and effective accordingly. All the protection to purchasers contained in Section 104 (Conveyance on sale) and Section 107 (Mortgagee's receipt, discharges, *etc.*) of the LPA and Section 42(3) of the Insolvency Act (Prohibition upon enquiry into administrative receiver's powers) apply to any purchaser.

16 NO LIABILITY AS MORTGAGEE IN POSSESSION

16.1 Mortgagee's liability

Neither the Lender nor the Receiver is:

- (a) liable to account as mortgagee in possession in respect of the Charged Property; nor
- (b) liable for any loss upon realisation or exercise of any power, authority or right of the Lender or the Receiver arising under this Debenture, nor for any act, default, neglect, or misconduct of any nature whatsoever.

16.2 Possession

If the Lender or the Receiver enters into possession of the Charged Property, such person may at any time go out of possession at the discretion of such person.

17 REASSIGNMENT

Subject to clause 20.2, upon irrevocable discharge in full of the Secured Liabilities the Lender shall reassign to the Company all the Company's rights, title, interest and benefit in and to the Contracts.

18 POWER OF ATTORNEY

18.1 The Company irrevocably appoints, by way of security the Lender, each person deriving title from the Lender and the Receiver, jointly and severally to be its attorney (with full power to appoint substitutes and to sub-delegate) for it, in its name, on its behalf and as its act and deed or otherwise to sign or execute any deed or document or do any act or thing which the Company is, or may become, obliged to sign, execute or do pursuant to this Debenture or which the Lender, the Receiver or any person deriving title from the Lender or the Receiver may in the discretion of such person think fit in connection with the exercise of any of the powers of such person or the realisation of any security constituted by this Debenture.

18.2 Without prejudice to the generality of the foregoing, the Company unconditionally undertakes to the Lender, and separately to the Receiver and to each person deriving title from the Lender or the Receiver, that it shall ratify and confirm anything done or purported to be done by any attorney appointed pursuant to this clause.

19 CUMULATIVE AND CONTINUING SECURITY

19.1 This Debenture is a continuing security to the Lender regardless of any intermediate payment or discharge of the whole or any part of the Secured Liabilities and will not be prejudiced or affected by any act, omission or circumstance which, but for this clause, might affect or diminish its effectiveness.

19.2 The security constituted by this Debenture is in addition to, is not in substitution for, is without prejudice to, and does not merge with, any rights whatsoever which the Lender may have, whether in respect of the Secured Liabilities or otherwise, including, without limitation, any rights arising under any other Security Interest, any bill, note, guarantee, contract or applicable rule of law.

19.3 Any receipt, release or discharge of the security constituted by, or of any liability arising under, this Debenture shall not release or discharge the Company from any liability which may exist independently of this Debenture to the Lender.

19.4 Where the security constituted by this Debenture initially takes effect as a collateral or further security to any other Security Interest held by the Lender then, notwithstanding any receipt, release or discharge given in respect of such other Security Interest, this Debenture shall take effect as an independent security for any monies, liabilities or other sums secured by such other Security Interest.

20 AVOIDANCE OF PAYMENTS

- 20.1 No assurance, security or payment which may be avoided under the law or subject to an order of the court made under any law relating to bankruptcy, insolvency, administration or winding-up, including, without limitation, the Insolvency Act, and no release, settlement or discharge given or made by the Lender on the faith of any such assurance, security or payment, prejudices or affects the right of the Lender:
- (a) to recover any monies from the Company (including, without limitation, any monies which it is compelled to refund under Chapter X (Malpractice before and during liquidation; penalisation of companies and company officers; investigations and prosecutions) of the Insolvency Act and any Costs payable by it incurred in connection with such process); or
 - (b) to enforce the security constituted by this Debenture to the full extent of the Secured Liabilities.
- 20.2 The Lender may at its discretion retain the security so created as security for the Secured Liabilities for a period of one month plus any statutory period within which any such assurance, security or payment can be avoided or invalidated notwithstanding any release, settlement, discharge or arrangement given or made by the Lender.
- 20.3 If at any time within the period referred to in clause 20.2 any person takes any step whatsoever relating to (i) the winding-up or administration of the Company or (ii) any arrangement with the creditors of the Company, the Lender may retain the whole or any part of the security constituted by this Debenture for such further period as the Lender may in its discretion think fit. Such security will be deemed to have been held and remained held by the Lender as security for the payment to the Lender of the Secured Liabilities.

21 PRIOR CHARGES

- 21.1 If there subsists any prior Security Interest against the Charged Property and either, any step is taken to exercise any power or remedy conferred by such Security Interest or the Lender or the Receiver exercises any power of sale pursuant to this Debenture, the Lender may redeem such prior Security Interest or procure the transfer of such Security Interest to itself and may settle and pass the accounts of the person entitled to such Security Interest. Any accounts so settled and passed are conclusive and binding on the Company.
- 21.2 The Company shall reimburse the Lender for any Costs incurred by the Lender in exercise of its rights under this clause.

22 OPENING A NEW ACCOUNT

- 22.1 If the Lender receives notice of any subsequent Security Interest affecting the Charged Property, the Lender may open a new account for the Company in its books.
- 22.2 If the Lender does not open such new account, then, unless the Lender gives express written notice to the contrary to the Company, all payments by or on behalf of the Company to the Lender will be treated as from the time of receipt of notice of

such subsequent Security Interest by the Lender as having been credited to a new account of the Company and not as having been applied in reduction of the amount of the Secured Liabilities as at the time when the notice was received.

23 SUSPENSE ACCOUNT

The Lender may, in its discretion credit to any suspense or impersonal account and hold in such account, on such terms as the Lender may in its discretion think fit, all monies received, recovered or realised by the Lender pursuant to this Debenture (including, without limitation, the proceeds of any conversion of currency) pending the application from time to time (as the Lender may effect in its discretion) of such monies and accrued interest, if any, in or towards satisfaction of the Secured Liabilities.

24 PAYMENTS AND WITHHOLDING TAXES

The Company shall pay and discharge the Secured Liabilities without any set-off, counterclaim, restriction or condition, without regard to any equities between the Company and the Lender and free and clear of, and without deduction or withholding for, or on account of, any Taxes, except to the extent that the Company is required by law to deduct or withhold any Taxes on any amounts payable under this Debenture, in which case it shall pay to the Lender such additional amount as may be necessary in order to ensure that the net amount received by the Lender after the required deduction or withholding (including, without limitation, any required deduction or withholding on such additional amount) be equal to the amount that the Lender would have received had no such deduction or withholding been made. Any additional amount paid under this clause shall be treated as agreed compensation and not as interest.

25 CURRENCY

- 25.1 All monies received or held by the Lender or any Receiver in respect of the Secured Liabilities may, from time to time after demand has been made, be converted into such other currency as the Lender in its absolute discretion considers necessary or desirable to cover the obligations and liabilities actual or contingent of the Company in that other currency at the Exchange Rate for purchasing that other currency with the existing currency.
- 25.2 If and to the extent that the Company fails to pay the amount due on demand the Lender may in its absolute discretion without notice to the Company purchase at any time thereafter so much of any currency as the Lender considers necessary or desirable to cover the obligations and liabilities of the Company in such currency hereby secured at the Exchange Rate for purchasing such currency with sterling and the Company hereby agrees to indemnify the Lender against the full sterling cost incurred by the Lender for such purchase.
- 25.3 Neither the Lender nor any Receiver shall be liable to the Company for any loss resulting from any fluctuation in exchange rates before or after the exercise of the foregoing powers.
- 25.4 No payment to the Lender (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the Company in respect of which it was made unless and until the Lender shall have received payment in full in the currency

in which such obligation or liability was incurred and to the extent that the amount of any such payment shall, on actual conversion into such currency, fall short of such obligation or liability actual or contingent expressed in that currency the Lender shall have a further separate cause of action against the Company, shall be entitled to enforce the security constituted by this Debenture to recover the amount of the shortfall and such amount will bear interest at the applicable rate of interest under the Loan Agreement.

26 SET-OFF

The Company agrees the Lender may at any time without notice or further demand notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of its then existing accounts wherever situate including any accounts in the name of the Lender or of the Company jointly with others (whether current, deposit, loan or of any other nature whatsoever whether subject to notice or not and whether in sterling or in any other currency) and set-off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of the Secured Liabilities. Where such combination, set-off or transfer requires the conversion of one currency into another, such conversion shall be calculated at the Exchange Rate for purchasing the currency for which the Company is liable, with the existing currency.

27 ASSIGNMENT

- 27.1 The Lender may assign, transfer, novate or dispose of any of, or any interest in, its rights and obligations under this Debenture, without regard to any equities between the Company and the Lender and without the consent of the Company.
- 27.2 The Lender may disclose to any person with whom it is proposing to enter into (or has entered into) any kind of assignment, transfer, novation or disposal in relation to this Debenture any information concerning the Company and its Subsidiaries (if any) as the Lender may in its discretion think fit.
- 27.3 The Company may not assign, transfer, novate or dispose of any of, or any interest in, its rights and obligations under this Debenture.

28 WAIVERS

No failure or delay or other relaxation or indulgence on the part of the Lender to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

29 SEVERABILITY

Each of the provisions of this Debenture is distinct and severable from the others and if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

30 LAND REGISTRY

The Company hereby consents to the entry of the following restriction in the Proprietorship Register of any registered land forming part of the Scheduled Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [•] in favour of the Lender as referred to in the Charges Register (or its conveyancer) or, if appropriate, signed on such proprietor's behalf by its secretary or conveyancer or one of its directors."

The Company authorises the Lender to make an application on Form RX1 (or such other form as may be prescribed from time to time) to enter this restriction against the relevant registered estate.

31 NOTICES

31.1 Each party may give any notice, demand or other communication under or in connection with this Debenture by letter or comparable means of communication addressed to the other party at its registered office or to any other address as is notified in writing by one party to the other from time to time. Any such communication will be deemed to be given as follows:

- (a) if delivered by hand, at the time it is left at the relevant address; and
- (b) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting.

31.2 In proving such service it shall be sufficient to prove that personal delivery was made or that such letter was properly stamped first-class, addressed and delivered to the postal authorities.

32 LAW AND JURISDICTION

32.1 This Debenture shall be governed by and construed in accordance with English law.

32.2 Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) that arises out of, or in connection with this agreement or its subject matter or formation. Nothing in this clause shall limit the right of the Lender to take proceedings against the Company 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.

32.3 The Company irrevocably consents to any process in any legal action or proceedings under clause 32.2 being served on it in accordance with the provisions of this agreement relating to service of notices. Nothing contained in this agreement shall affect the right to serve process in any other manner permitted by law.

33 COUNTERPARTS

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.

34 THIRD PARTY RIGHTS

Unless expressly provided in this Debenture, no term of this Debenture is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

This Debenture has been executed and delivered as a deed on the date stated at the beginning of this Debenture.

SCHEDULE

The Scheduled Property

Short description of property	Title number (if any)
Intentionally blank	

EXECUTION PAGE

The Company

EXECUTED and delivered) ...
when dated as a deed by)
HAYWARD AND GREEN)
AVIATION LIMITED acting by)
SIMON DAVID GREEN,
a director, in the presence of:

Signature of

Witness:

Name:

Occupation:

Address:

E.G. RUTMAN
CHARTERED ACCOUNTANT

The Lender

EXECUTED and delivered)
when dated as a deed by)
HAYWARD AND GREEN) Director
DEFENCE LTD acting by)
JEREMY ARTHUR GRAHAM GREEN
a director, in the presence of:

Signature of

Witness:

Name:

Occupation:

Address:

E.G. RUTMAN
CHARTERED ACCOUNTANT