



Registration of a Charge

Company name: **FIBRE 1 LTD**

Company number: **SC491330**

Received for Electronic Filing: **24/10/2019**



X8GS4U68

Details of Charge

Date of creation: **24/10/2019**

Charge code: **SC49 1330 0001**

Persons entitled: **FIDELITY GROUP LIMITED**

Brief description: **ALL COPYRIGHTS, PATENTS AND TRADEMARKS BELONGING TO FIBRE 1 LTD.**

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:

MICHAEL CURRIE



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 491330

Charge code: SC49 1330 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 24th October 2019 and created by FIBRE 1 LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th October 2019 .

Given at Companies House, Edinburgh on 24th October 2019

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

24 October

2019

Fibre 1 Ltd

as Chargor

and

Fidelity Group Limited

as Lender

Debenture

Teacher Stern LLP 37-41 Bedford Row London WC1R 4JH

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Debenture

Dated

24 October

2019

Between:

- (1) **Fibre 1 Ltd** a limited company incorporated in Scotland with company registration number SC491330 whose registered office is at 4 North Guildry Street, Elgin, Morayshire, IV30 1JR (the **Chargor**);
- (2) **Fidelity Group Limited** a limited company incorporated in England and Wales with company registration number 06765669 whose registered office is at 37/41 Bedford Row, London, WC1R 4JH (the **Lender**).

This Debenture Witnesses as follows:

1. Definitions and Interpretation

1.1 In this Debenture the following terms shall have the following meanings:

Business Day	a day (other than a Saturday or Sunday or Bank Holiday) on which clearing banks in the City of London are open for banking business during banking hours;
Charged Security	the assets, contracts and income of the Chargor mortgaged assigned or charged to the Lender (whether by way of a fixed and floating charge) by or pursuant to this Debenture and each and every part thereof;
Encumbrance	any mortgage charge assignment for the purpose of security pledge lien rights of set-off arrangements for retention of title or hypothecation or trust arrangement for the purpose of or which has the effect of granting security or other security interest of any kind whatsoever or any agreement whether expressed to be conditional or otherwise to create any of the same but excluding all security interests hereunder or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re-acquired or acquired by the Chargor;
Event of Default	has the meaning attributed to it in the Loan Letter;
Loan Letter	the loan letter dated on or around the date hereof and made between (1) the Chargor and (2) the Lender;
Financial Collateral	has the meaning attributed to it in the Financial Collateral Arrangements;
Financial Collateral Arrangements	the Financial Collateral Arrangements (no.2) Regulations 2003 (SI2003/3226);

Holding Company	has the meaning attributed to "parent undertaking" by section 1162 of the Companies Act 2006;
Receiver	a receiver appointed pursuant to the provisions of this Debenture or pursuant to any applicable law and such expression shall include without limitation a receiver and manager or to the extent permissible by law an administrative receiver;
Security Financial Collateral Arrangement	has the meaning attributed to it in the Financial Collateral Arrangements;
Secured Obligations	all present and future monies obligations and liabilities of the Chargor to the Lender whether actual or contingent and whether owed jointly or severally as principal or surety or in any other capacity together with all fees costs expenses and interest (including without limitation default interest) accruing in respect of those monies obligations or liabilities;
Subsidiary/Subsidiaries	has the meaning ascribed to "subsidiary undertaking" by section 1162 of the Companies Act 2006 and Subsidiaries shall be construed accordingly.

1.2 Clause Headings

Clause headings are for convenience of reference only and shall not affect the construction of this Debenture.

1.3 In this Debenture (unless otherwise provided):

1.3.1 references to Clauses and Schedules are to be construed as references to the Clauses of and Schedules to this Debenture as amended or varied from time to time and references to sub-Clauses shall unless otherwise specifically stated be construed as references to the sub-Clauses of the Clause in which the reference appears;

1.3.2 references to this Debenture (or to any specified provisions of this Debenture) or any other document shall be construed as references to this Debenture that provision or that document as in force for the time being and as amended varied novated or supplemented from time to time in accordance with its terms or as the case may be with the agreement of the relevant parties;

1.3.3 words importing the singular shall include the plural and vice versa;

1.3.4 references to a person shall be construed so as to include that person's assigns transferees or successors in title and shall be construed as including references to an individual firm partnership joint venture company corporation unincorporated body of persons or any state or any agency thereof;

1.3.5 references to any statute or statutory provision include any statute or statutory provision which amends extends consolidates or replaces the same or which has been amended extended consolidated or replaced by the same and shall include any orders

regulations instruments or other subordinate legislation made under the relevant statute;

1.3.6 references to liability or liabilities are to be construed to include all liabilities and obligations whether actual contingent present or future and whether incurred solely or jointly or as principal or surety.

1.4 The words other and otherwise shall not be construed ejusdem generis with any foregoing words where a wider construction is possible and the words including and in particular shall be construed as being by way of illustration or emphasis only and shall not be construed as nor shall they take effect as limiting the generality of any foregoing words.

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

2. Covenant to Pay

2.1 The Chargor covenants with the Lender that it will on demand pay and discharge the Secured Obligations when due to the Lender.

2.2 The Chargor shall pay interest (both before and after any judgment) at the rate or rates applicable under the Loan Letter or the relevant loan arrangements. Interest shall be compounded in the event of it not being punctually paid in accordance with the usual practice of the Lender but without prejudice to the rights of the Lender to require payment of such interest.

3. Mortgages Fixed Charges and Floating Charges

3.1 The Chargor with full title guarantee hereby charges as continuing security for the payment of the Secured Obligations in favour of the Lender:

3.1.1 by way of a floating charge all customer contracts the Chargor is a party to or has the benefit of;

3.1.2 by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by the Chargor both present and future;

3.1.3 by way of fixed charge all present and future book and other debts and monetary claims now or at any time hereafter due or owing to the Chargor (Debts) and all moneys which the Chargor receives in respect thereof together with all rights relating thereto including any security and remedies therefor;

3.1.4 by way of fixed charge all stocks shares debentures bonds notes and loan capital of:

(a) any Subsidiary; and

(b) all rights to subscribe for redeem convert other securities into or otherwise acquire any of the same which may now or hereafter belong to the Chargor together with all dividends interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing (Securities).

- 3.1.5 by way of fixed charge the goodwill of the Chargor and its uncalled capital now or at any time hereafter in existence;
- 3.1.6 by way of fixed charge all copyrights patents patent applications licences trademarks tradenames know-how and inventions or other rights of every kind deriving therefrom now or at any time hereafter belonging to the Chargor and all fees royalties and other rights of every kind deriving from such copyrights patents trademarks tradenames know-how and inventions;
- 3.1.7 by way of assignment the Chargor's interest in every insurance policy effected in respect of (and including income from) the Charged Security other than third party and public liability policies and all moneys or proceeds paid or payable to the Chargor under or in respect of the same subject to re-assignment on redemption; and
- 3.1.8 by way of floating charge the whole of the Chargor's undertaking and all its assets and rights whatsoever and wheresoever present and future other than any assets from time to time or for the time being effectively mortgaged assigned or charged to the Lender by way of fixed charge by this Clause 3.1 (hereinafter collectively referred to as the Floating Charge Property).
- 3.2 The security constituted by or pursuant to this Debenture shall be in addition to and shall be independent of every bill note guarantee mortgage pledge or other security which the Lender may at any time hold in respect of any of the Secured Obligations and it is hereby declared that no prior security held by the Lender over the Charged Security or any part thereof shall merge in the security created hereby or pursuant hereto.
- 3.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2002) shall apply to any floating charge created pursuant to this Debenture.
- 4. Negative Pledge**
- 4.1 The Chargor hereby covenants that without the prior written consent of the Lender it shall not nor shall it agree or purport to:
- 4.1.1 create or permit to subsist any Encumbrance whether in any such case ranking in priority to or pari passu with or after the security created by this Debenture; or
- 4.1.2 sell discount factor transfer lease lend or otherwise dispose of whether by means of one or a number of transactions related or not and whether at one time or over a period of time the whole or any part of its undertaking or assets other than Floating Charge Property in the ordinary course of trading by the Chargor and on arm's length terms.
- 5. Further Assurance**
- 5.1 The Chargor shall at the request of the Lender and at the expense of the Chargor forthwith do all acts and things and execute in favour of the Lender or as it may direct such further or other legal assignments, transfers, mortgages, charges, securities and other deeds and documents as the Lender may require in such form as the Lender may require in order to:
- 5.1.1 perfect or improve the security intended to be conferred on the Lender by or pursuant to this Debenture; or

- 5.1.2 facilitate the realisation of all or any of the Charged Security and exercise all of the rights and powers conferred on the Lender any Receiver any administrator or any delegate for the purpose of such realisation or in connection with such realisation.

6. Debts

- 6.1 The Chargor shall collect in the Debts and shall upon receipt of specific written instructions from the Lender (which may only be issued if in the proper opinion of the Lender an Event of Default has occurred) pay into such account as the Lender may direct in the names of the Chargor and the Lender or into such other account as the Lender may direct all moneys which the Chargor may receive in respect of the Debts. The Chargor shall not be entitled to withdraw any moneys so received from any such account without the consent of the Lender.
- 6.2 The Chargor shall not without the prior consent in writing of the Lender sell factor discount or otherwise charge or assign the Debts in favour of any other person or purport to do so.
- 6.3 The Chargor shall if called upon to do so by the Lender from time to time:
 - 6.3.1 execute a legal assignment of the Debts to the Lender in a form approved by the Lender;
 - 6.3.2 give notice of assignment to each debtor from which any of the Debts is due; and
 - 6.3.3 take such other steps as the Lender may require to perfect that legal assignment.

7. Conversion of Floating Charge and Automatic Crystallisation

- 7.1 If at any time:
 - 7.1.1 there is an Event of Default or potential Event of Default; and/or
 - 7.1.2 the Lender properly believes that any assets of the Chargor are in danger of being seized or sold under any form of distress execution or other similar processthen without prejudice to the provisions of Clause 7.2 the Lender may by notice in writing to the Chargor convert the floating charge created by this Debenture into a fixed charge in relation to the assets specified in such notice (which assets need not be exclusively those assets which are in danger of seizure or sale) and the Lender shall further be entitled (but not bound) to take possession of or appoint a Receiver of such assets.
- 7.2 If the Chargor charges pledges or otherwise encumbers (whether by way of fixed or floating security) any of the property assets and income comprising the Floating Charge Property or attempts so to do without the prior consent in writing of the Lender or if any creditor or other person levies any distress execution sequestration or other process against any of the said property assets and income then in the absence of any notice or other action by the Lender pursuant to Clause 7.1 the floating charge hereby created shall automatically operate as a fixed charge forthwith upon the occurrence of such event.

8. Insurance

8.1 The Chargor shall at all times during the subsistence of the security constituted by or pursuant to this Debenture comply with all covenants undertakings and conditions as to insurance of any part of the Charged Security and the Chargor shall at all such times:

8.1.1 cause all buildings, trade and other fixtures and all plant, machinery, vehicles, computers and office and other equipment and all stock-in-trade forming part of the Charged Security and (if any of the buildings are let or intended to be let) the rental income therefrom to be insured and to be kept insured in such insurance office on a full reinstatement basis including without limitation site clearance, professional fees, VAT, subsidence (or in such amounts as the Lender may require from time to time) and against such risks as the Lender may require from time to time but otherwise in such insurance office of repute as shall have been selected by the Chargor or with Lloyd's underwriters on the equivalent basis as insurances are maintained by prudent companies carrying on businesses comparable with that of the Chargor and on a comparable scale as regards the property and assets insured, the insured risks and the classes of risk to be covered and the amount of the insurance cover;

8.1.2 cause the interest of the Lender in all parts of the Charged Security that are for the time being insured otherwise than in the joint names of the Lender and the Chargor to be noted by endorsement on the policy or policies of insurance relating thereto;

8.1.3 procure that all policies of insurance shall contain:

- (a) a standard mortgagee clause whereby such insurance shall not be vitiated or avoided as against a mortgagee in the event or as a result of any misrepresentation act or neglect or failure to make disclosure on the part of the insured party or any circumstances beyond the control of the insured party; and
- (b) terms providing that it shall not be invalidated so far as the Lender are concerned for failure to pay any premium due without the insurer first giving to the Lender not less than fourteen (14) days' written notice;

8.1.4 duly and punctually pay all premiums and other moneys due and payable under all such insurances as aforesaid and promptly upon request by the Lender produce to the Lender the premium receipts or other evidence of the payment thereof; and

8.1.5 on demand by the Lender, deposit all policies and other contracts of insurance relating to the Charged Security or any part thereof with the Lender or produce the same to the Lender for inspection and notify the Lender of renewals made and material variations or cancellation of policies made or to the knowledge of the Chargor threatened or pending.

8.2 The Chargor will not do or permit to be done anything which may make void or voidable any aforesaid insurances.

8.3 If default shall be made by the Chargor in complying with Clause 8.1 the Lender may but shall be not obliged to, effect or renew any such insurance as is mentioned in that Clause either in its own name or in its name and that of the Chargor jointly or in the name of the Chargor with an endorsement of the Lender's interest. The monies expended by the Lender on so effecting or renewing any such insurance shall be reimbursed by the Chargor to the Lender on demand and until so reimbursed shall carry interest at the rate referred to in Clause 9.2.

- 8.4 All claims and moneys received or receivable under any such insurances as aforesaid shall (subject to the rights and claims of any lessor or landlord of any part of the Charged Security) at the direction of the Lender be applied either in making good the loss or damage in respect of which the same has been received or in or towards the discharge of the Secured Obligations.
9. Undertakings by the Chargor
- 9.1 The Chargor hereby undertakes with the Lender that it will at all times while there shall subsist any security constituted by or pursuant to this Debenture:
- 9.1.1 keep all buildings trade and other fixtures fixed and other plant and machinery forming part of the Charged Security in good and substantial repair and permit the Lender its officers employees and agents free access at all reasonable times to view the state and condition thereof provided that the Lender shall have given the Chargor reasonable prior notice of its desire to exercise its rights under this Clause 9.1.1 and requested access accordingly;
- 9.1.2 not without the prior written consent of the Lender sell, assign, mortgage, charge, transfer title to or otherwise dispose of any part of the Equipment nor lease hire or otherwise part with possession (except in the ordinary course of maintenance) or operational control of any part of the Equipment or any interest therein;
- 9.1.3 permit any person appointed by the Lender without the Lender becoming liable to account as mortgagee in possession to enter upon and inspect the state of the Charged Security on reasonable notice and at reasonable times;
- 9.1.4 preserve maintain and renew as and when necessary all copyrights, licences, patents, trademarks and other rights required in connection with its business and to conduct its business in such a way as not to endanger or lead to the curtailment forfeiture or suspension of any such copyrights, licences, patents, trademarks or other rights and the benefit of all licences relating to the above or cause any penalty or disqualification;
- 9.1.5 not do or cause or permit to be done anything which may be reasonably expected to depreciate jeopardise or otherwise prejudice the value to the Lender of the Charged Security nor incur any expenditure or liability of an exceptional or unusual nature without the prior written consent of the Lender;
- 9.1.6 not without the prior written consent of the Lender change the use or uses to which the Charged Security is now put;
- 9.1.7 indemnify the Lender (and as a separate covenant any Receiver or Receivers appointed by it) against all existing and future rents, taxes, rates, duties, fees, renewal fees, charges, assessments, impositions and outgoings whatsoever (whether imposed by deed or statute or otherwise and whether in the nature of capital or revenue and even though of a wholly novel character) which now or at any time during the continuance of the security constituted by or pursuant to this Debenture are properly payable in respect of the Charged Security or any part thereof or by the owner or occupier thereof;
- 9.1.8 supply to the Lender such accounts or other information concerning the assets liabilities and affairs of the Chargor and any Holding Company of the Chargor and any Subsidiary of the Chargor as the Lender may from time to time require;
- 9.1.9 notify the Lender immediately upon the acquisition by the Chargor of any freehold or leasehold property; and

9.1.10 not without the prior written consent of the Lender make any election in relation to the Charged Security that any supply made by the Chargor in relation to it shall not be an exempt supply for the purposes of the Value Added Tax Act 1994.

9.2 If the Chargor fails to pay any amount payable under this Debenture on the due date (including for the avoidance of doubt without limitation any sum due to the Lender or any Receiver pursuant to Clause 9.1 or Clause 24.3) it shall pay interest on the overdue amount from the due date to the date of actual payment calculated by reference to an interest period which shall be selected by the Lender at its discretion, at the Default Interest Rate (as defined in the Loan Letter).

10. Powers of the Lender

At any time after the Lender shall have served notice on the Chargor demanding payment or discharge by the Chargor of all or any of the Secured Obligations in whole or in part or if requested by the Chargor and without prejudice to any other right or remedy of the Lender the security constituted by this Debenture shall be enforceable and the Lender may exercise without further notice.

11. Appointment of Receiver or Administrator

11.1 At any time and from time to time after the Lender shall have served notice on the Chargor demanding the payment or discharge by the Chargor of all or any of the Secured Obligations or if requested by the Chargor or after the application to the court for an administration order in relation to the Chargor under the Insolvency Act 1986 the Lender may (a) appoint one or more persons to be a Receiver or Receivers of the Charged Security or any part thereof and/or (b) appoint an administrator of the Chargor.

11.2 Subject to section 45 of the Insolvency Act 1986 the Lender may (i) remove any Receiver previously appointed hereunder and (ii) appoint another person or other persons as Receiver or Receivers either in the place of a Receiver so removed or who has otherwise ceased to act or to act jointly with a Receiver or Receivers previously appointed hereunder.

11.3 If at any time and by virtue of any such appointment(s) any two or more persons shall hold office as Receivers of the same assets or income such Receivers may act jointly and/or severally so that each one of such Receivers shall be entitled (unless the contrary shall be stated in any of the deed(s) or other instrument(s) appointing them) to exercise all the powers and discretions hereby conferred on Receivers individually and to the exclusion of the other or others of them.

11.4 Every such appointment or removal and every delegation appointment or removal by the Lender in the exercise of any right to delegate its powers or to remove delegates herein contained may be made in writing under the hand of any manager or other officer of the Lender.

11.5 Every Receiver shall have:

11.5.1 all the powers conferred by the Law of Property Act 1925 on mortgagees in possession and receivers appointed under that Act;

11.5.2 all the powers specified in Schedule 1 to the Insolvency Act 1986 (whether or not such Receiver is an administrative receiver within the meaning of the said Act);

- 11.5.3 all the powers of the Lender hereunder and;
- 11.5.4 all the powers set out in Schedule 1.
- 11.6 In making any sale or other disposal of any of the Charged Security in the exercise of their respective powers the Receiver or the Lender may accept as and by way of consideration for such sale or other disposal cash shares loan capital or other obligations including without limitation consideration fluctuating according to or dependent upon profit or turnover and consideration the amount whereof is to be determined by a third party. Any such consideration may be receivable in a lump sum or by instalments.
- 11.7 All moneys received by the Lender or any Receiver appointed under this Debenture shall be applied (subject always to the provisions of the Enterprise Act 2002) in the following order: (1) in the payment of the costs, charges and expenses of and incidental to the Receiver's appointment and the payment of his remuneration; (2) in the payment and discharge of any outgoings paid and liabilities incurred by the Receiver in the exercise of any of the powers of the Receiver; (3) in providing for the matters (other than the remuneration of the Receiver) specified in the first three paragraphs of section 109(8) of the Law of Property Act 1925; (4) in or towards payment of any debts or claims which are required by law to be paid in preference to the Secured Obligations but only to the extent to which such debts or claims have such preference; (5) in or towards the satisfaction of the Secured Obligations in such order as the Lender may conclusively determine; and (6) any surplus shall be paid to the Chargor or other person entitled thereto. The provisions of this Clause 11.7 and Clause 11.9 below shall take effect as and by way of variation and extension to the provisions of the said section 109(8) which provisions as so varied and extended shall be deemed incorporated herein.
- 11.8 Every Receiver shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts and defaults and for the payment of his remuneration.
- 11.9 Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Lender (or failing such agreement to be conclusively fixed by the Lender) commensurate with the work and responsibilities involved upon the basis of charging from time to time adopted in accordance with his current practice or the current practice of his firm and without being limited to the maximum rate specified in section 109(6) of the Law of Property Act 1925.
- 12. Power of Attorney**
- 12.1 The Chargor hereby irrevocably appoints the following namely:
- 12.1.1 the Lender;
- 12.1.2 each and every person to whom the Lender shall from time to time have delegated the exercise of the power of attorney conferred by this Clause 12; and
- 12.1.3 any Receiver appointed hereunder and for the time being holding office as such jointly and also severally to be its attorney or attorneys and in its name and otherwise on its behalf to do all acts and things and to sign seal execute deliver perfect and do all deeds instruments documents acts and things which may be necessary or desirable: (i) for carrying out any obligation imposed on the Chargor by or pursuant to this Debenture (including but not limited to the obligations of the Chargor under Clause 5); (ii) for carrying any sale, lease or other dealing by the Lender or such Receiver into effect; (iii)

for conveying or transferring any legal estate or other interest in land or other property or otherwise howsoever; (iv) for getting in the Charged Security; and (v) generally for enabling the Lender and the Receiver to exercise the respective powers conferred on them by or pursuant to this Debenture or by law. The Lender shall have full power to delegate the power conferred on it by this Clause 12, but no such delegation shall preclude the subsequent exercise of such power by the Lender themselves or preclude the Lender from making a subsequent delegation thereof to some other person and any such delegation may be revoked by the Lender at any time.

- 12.2 The power of attorney hereby granted is as regards the Lender its delegates and any such Receiver (and as the Chargor hereby acknowledges) granted irrevocably and for value as part of the security constituted by this Debenture to secure proprietary interests in and the performance of obligations owed to the respective donees within the meaning of the Powers of Attorney Act 1971.

- 12.3 The Chargor agrees to ratify and confirm anything such attorney shall lawfully and properly do or purport to do by virtue of Clause 12.1 and all monies expended by any such attorney shall be deemed to be expenses incurred by the Lender under this Debenture.

13. Protection of Purchasers

No purchaser or other person dealing with the Lender or its delegate or any Receiver appointed hereunder shall be bound to see or inquire whether the right of the Lender or such Receiver to exercise any of its or his powers has arisen or become exercisable or be concerned with notice to the contrary or be concerned to see whether any such delegation by the Lender shall have lapsed for any reason or been revoked.

14. Consolidation of Accounts and Set-Off

In addition to any general lien or similar rights to which it may be entitled by operation of law the Lender shall have the right at any time and without notice to the Chargor to combine or consolidate all or any of the Chargor's then existing accounts with and liabilities to the Lender and to set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Chargor to the Lender on any other account or in any other respect. The liabilities referred to in this Clause 14 may be actual contingent primary collateral several or joint liabilities and the accounts sums and liabilities referred to in this Clause 14 may be denominated in any currency.

15. Prior Charges

- 15.1 If there is any Encumbrance over any of the property charged by this Debenture which ranks in priority to this Debenture and any proceedings or steps taken to exercise or enforce any powers or remedies conferred by such prior Encumbrance the Lender or any Receiver appointed under this Debenture may redeem such prior Encumbrance or procure its transfer to itself and may settle and pass the accounts of any prior mortgage charge or encumbrance.

- 15.2 Any account so settled and passed shall be conclusive and binding on the Chargor and all the principal, interest, costs, charges and expenses of and incidental to such redemption or transfer shall be secured on the property by this Debenture and all the powers conferred by any prior Encumbrance upon the Encumbrancer or any receiver

thereunder shall be exercised by the Lender or Receiver in the like manner as if the same were expressly included in this Debenture.

16. Financial Collateral Arrangements

To the extent that the Charged Security constitutes Financial Collateral and this Debenture and the obligations of the Chargor hereunder constitute a Security Financial Collateral Arrangement the Lender shall have the right at any time after the security constituted by this Debenture has become enforceable to appropriate all or any of that Charged Security in or towards the payment and/or discharge of the Secured Obligations in such order as the Lender in their absolute discretion may from time to time determine. The value of any Charged Security appropriated in accordance with this Clause 16 shall be the price of that Charged Security at the time the right of appropriation is exercised as listed on any recognised market index or determined by such other method as the Lender may select (including independent valuation). The Chargor agrees that the methods of valuation provided for in this Clause 16 are commercially reasonable for the purposes of the Financial Collateral Arrangements.

17. Currency

For the purpose of or pending the discharge of any of the Secured Obligations the Lender may in its sole discretion convert any moneys received recovered or realised in any currency under this Debenture (including the proceeds of any previous conversion under this Clause 17) from their existing currency of denomination into any other currency at such rate or rates of exchange and at such time as the Lender thinks fit.

18. Application

The Chargor shall have no rights in respect of the application by the Lender of any sums received recovered or realised by the Lender under this Debenture.

19. Notices

19.1 Without prejudice to any other method of service of notices and communications provided by law any notice or communication under this Debenture shall be in writing signed by any manager or officer of the Lender or of any branch thereof and may be served personally or may be sent by post or by facsimile at the address of the Chargor given above or as at such known address as the Chargor shall have notified the Lender in writing.

19.2 If such notice or communication is given by the Lender such notice or communication shall be deemed to have been received if sent by facsimile with a confirmed receipt of transmission from the receiving machine on the Business Day on which transmitted or the following Business Day if transmitted after the normal business hours of the Chargor; if a written notice is lodged by hand on the Business Day of actual delivery or the following Business Day if delivered after the normal business hours of the Chargor; and if posted on the second (2nd) Business Day following the day on which it was properly despatched by first class mail postage prepaid.

19.3 Any notice given to the Lender shall be deemed to have been given only on actual receipt.

20. New Accounts

If the Lender receive or is deemed to be affected by notice whether actual or constructive of any subsequent charge or other interest affecting any part of the Charged Security and/or the proceeds of sale thereof then the Lender may open a new account or accounts with the Chargor. If the Lender does not open a new account or accounts it shall nevertheless be treated as if it had done so at the time when the notice was or was deemed to be received and as from that time all payments made to the Lender shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the amount for which this Debenture is security.

21. Continuing Security

The security constituted by this Debenture shall be continuing and shall not be considered as satisfied or discharged by any intermediate payment or settlement of the whole or any part of the Secured Obligations or any other matter or thing whatsoever and shall be binding until all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full to the satisfaction of the Lender and the Lender has ceased to have any obligation whether actual or contingent to make any credit or accommodation available to the Chargor.

22. Assignment

22.1 The Chargor may not assign or transfer any one or more of its rights or obligations under this Debenture.

22.2 This Debenture is freely assignable or transferable by the Lender.

22.3 The Lender may disclose to any person to whom it is proposing to transfer or assign or has transferred or assigned this Debenture:

22.3.1 any information relating to the Chargor;

22.3.2 any information relating to the Charged Security; and/or]

22.3.3 any information relating to a subsidiary, parent or group company of the Chargor.

23. Avoidance of Payments and Retention of Security

Any release discharge or settlement between the Chargor and the Lender shall be conditional upon no security disposition assurance or payment to the Lender by the Chargor or any other person being void set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy, liquidation or insolvency or for any reason whatever and if such condition shall not be fulfilled the Lender shall be entitled to enforce this Debenture subsequently as if such release discharge or settlement had not occurred and any such payment had not been made. The Lender shall be entitled to concede or compromise any claim that any such security disposition assurance or payment is liable to avoidance or repayment without prejudice to its rights hereunder.

24. Remedies Cumulative etc.

24.1 The rights powers and remedies provided in this Debenture are cumulative and are not nor are they to be construed as exclusive of any rights powers or remedies provided by law or otherwise.

24.2 No failure on the part of the Lender to exercise or delay on its part in exercising any of its respective rights powers and remedies provided by this Debenture or by law (collectively the Rights) shall operate as a waiver thereof nor shall any single or partial waiver of any of the Rights preclude any further or other exercise of that one of the Rights concerned or the exercise of any other of the Rights.

24.3 The Chargor hereby agrees to indemnify the Lender and any Receiver against all losses, actions, claims, costs, charges, expenses and liabilities incurred by the Lender and by any Receiver (including any substitute delegate attorney as aforesaid) in relation to this Debenture or the Secured Obligations (including without limitation the costs charges and expenses incurred in the carrying of this Debenture into effect or in the exercise of any of the rights remedies and powers conferred hereby or in the perfection or enforcement of the security constituted hereby or pursuant hereto or in the perfection or enforcement of any other security for or guarantee in respect of the Secured Obligations) or occasioned by any breach by the Chargor of any of its covenants or obligations under this Debenture.

25. Provisions Severable

Every provision contained in this Debenture shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining such provisions shall not in any way be affected thereby.

26. The Lender's Discretion and Enforcement Costs

26.1 Any liberty or power which may be exercised or any determination which may be made hereunder by the Lender may be exercised or made in the absolute and unfettered discretion of the Lender which shall not be under any obligation to give reasons therefor.

26.2 The Chargor hereby covenants and agrees that it will on demand pay to the Lender such amounts as the Lender may from time to time require to compensate the Lender for its internal management and administrative costs and expenses incurred in connection with the enforcement of this Debenture and the recovery of the Secured Obligations.

26.3 A certificate by an officer of the Lender (i) as to the amount required under Clause 26.2 and (ii) as to any sums payable to the Lender hereunder shall (save in the case of manifest error) be conclusive and binding upon the Chargor for all purposes.

27. Third Party Rights

Except as expressly provided in this Debenture a person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Debenture. This does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

28. Amendments

No amendment or waiver of any provision of this Debenture and no consent to any departure by the Chargor therefrom shall in any event be effective unless the same shall be in writing and signed or approved in writing by the Lender and then such

waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

29. Law and Jurisdiction

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

29.2 The Chargor irrevocably agrees for the exclusive benefit of the Lender that the courts of England shall have exclusive jurisdiction to hear and determine any suit action or proceeding and to settle any dispute which may arise out of or in connection with this Debenture and for such purposes irrevocably submits to the jurisdiction of such courts.

29.3 The Chargor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause 29 on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

In Witness whereof the parties has executed this Debenture as a deed with the intention it be delivered the day and year first before written

Schedule 1 - Additional Powers of LPA Receiver

Such a Receiver shall have power:

1. to enter into take possession of collect and get in the Charged Security, to manage the same and to collect and get in all moneys or proceeds in any way arising from the Charged Security or any deed document right or entitlement affecting the Charged Security whether directly or indirectly;
2. to sell, exchange, surrender, deal with, convert into money and realise the Charged Security or any estate or interest therein and convey assign or transfer the same subject to such exceptions reservations and covenants as the Lender or any Receiver may consider necessary or expedient and for the purposes of realisation to convey assign or transfer the same to any person with or without consideration or exchange such for shares or other property. Plant machinery and other fixtures may be severed and sold separately from the premises containing them;
3. to apportion any rent and/or the performance of any obligations;
4. to acquire renew extend grant vary or otherwise deal with such easements rights privileges and/or licences as the Lender or a Receiver considers expedient;
5. to exercise (whether on the Chargor's behalf or otherwise) any option or right of election available in law to the Chargor or the Lender or any Receiver to waive exemption so that the supplies shall be supplies chargeable or taxable for VAT purposes at the standard or other applicable rate of tax;
6. to sign seal execute deliver complete and perfect all notices and documents as are thought fit by the Lender or the Receiver for exercising, observing and performing any of the powers, obligations or duties conferred or imposed on the Chargor hereby or by any statute in respect of the Charged Security;
7. to carry out any work involving furnishing or fitting out or the installation or provision of any plant machinery equipment or service;
8. to utilise any moneys at any time or from time to time received for the purposes of financing any expenditure at any time or from time to time incurred in connection with or incidental to the exercise of any of the powers herein contained in advance of any other payments;
9. to continue commence or undertake any business (whether or not previously carried on by the Chargor);
10. to borrow or raise or secure the payment of money which may be required for the exercise of any of the powers set out in this Schedule 1 in such manner and on such terms including the creation of new mortgages or charges (whether or not having priority to this Debenture) as may be considered expedient;
11. to obtain renew extend amend or otherwise deal with such permissions, consents and/or licences for the benefit of or otherwise connected with or ancillary to the Charged Security or the use or development of any business comprised therein as the Lender or the Receiver may consider necessary or desirable;

12. to agree any variation, modification or determination of any existing deeds or agreements and enter into make or obtain any new agreements deeds or bonds which may be necessary or desirable;
13. to employ staff, solicitors, architects, surveyors, quantity surveyors, estate agents, insurance brokers, contractors, builders, workmen, security staff, watchmen, building managers and others and purchase all proper stock materials and other items as the Lender or the Receiver may consider expedient;
14. to effect and maintain insurance policies (whether against fire and other physical risks, loss of rent or third party or public liability or structural or latent defect or for other indemnity or otherwise) and to make prove negotiate adjust or enforce any claim on any such policy whether effected by the Chargor or the Lender or the Receiver;
15. to take, defend, appeal or otherwise join in any proceedings (including any arbitration or determination of any issue or dispute by an independent expert) concerning or incidental to the Charged Security or to any of the foregoing powers;
16. to make any arrangement or compromise or enter into any contracts which may be thought expedient in the interest of the Lender; and
17. to do all such other acts and things as the Lender or the Receiver may consider necessary or desirable for the management development or realisation of all or any part or parts of the Charged Security and/or acts and things incidental or ancillary to the foregoing powers and the exercise thereof.

Chargor

Executed and Delivered as a Deed by Fibre 1 Ltd acting by one director in the presence of:

Witness signature... S. McARTHUR

Witness full name... SAMANTHA MCARTHUR

Witness address... S-9 BON ALCORD CRESCENT
ABERDEEN, AB11 6ON

Witness Occupation... TRAINEE PARALEGAL

Sign here

Director

Lender

Executed and Delivered as a Deed by Fidelity Group Limited acting by one director in the presence of:

Witness signature.....

Witness full name.....

Witness address.....

Witness Occupation.....

Sign here

Director

Chargor

Executed and Delivered as a Deed by Fibre 1 Ltd acting by one director in the presence of:

Sign here

Director

Witness signature.....

Witness full name.....

Witness address.....
.....

Witness Occupation.....

Lender

Executed and Delivered as a Deed by Fidelity Group Limited acting by one director in the presence of:

Sign here

Director

Witness signature..... 

Witness full name..... MARTINE NATHAN

Witness address..... c/o 37/41 Bedford Row
..... London WC1R 4JH

Witness Occupation..... Solicitor