001036/52

In accordance with Sections 859A & 859J of the Companies Act 2006

MR01

Particulars of a charge

Oyez

A fee is payable with this form
Please see 'How to pay' on the last page

You can use the WebFiling service to file this form online.
Please go to www companieshouse gov uk

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

✕ **What this form is NOT for**
You may not use this form to register a charge where there instrument Use form MR08

For further information, please refer to our guidance at
COMPANIES HOUSE

SATURDAY

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

You **must** enclose a certified copy of the instrument with this form. This scanned and placed on the public record

A3CHK314
A29 19/07/2014 #220

1 Company details

For official use

Company number	0 8 2 0 9 6 3 6
Company name in full	ADVENTURE OVERLAND UK LIMITED

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

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date	d 0 9 m 0 7 y 2 0 1 4

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

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

Name	DARREN OLIVER
Name	
Name	
Name	

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

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

MR01
Particulars of a charge

4 Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page
Please use a continuation page if you need to enter more details

Description

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee
(a) charges to the Lender, by way of first fixed charge
(i) all Properties acquired by the Borrower in the future,
(ii) all present and future interests of the Borrower not effectively mortgaged or charged under the preceding provisions of this clause 3 in or over freehold or leasehold property
(iii) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties,
(iv) all licences, consents and authorisations, statutory or otherwise held or required in connection with the Borrower's business or the use of any Charged Property and all rights in connection with them,
(v) all present and future goodwill and uncalled capital for the time being of the Borrower, and
(vi) all Equipment, and
(b) charges to the Lender, by way of first floating charge, all the undertaking, property, plant, machinery, stock or other assets and rights of the Borrower at any time

5 Fixed charge or fixed security

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

☒ Yes

☐ No

6 Floating charge

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

☒ Yes Continue

☐ No Go to Section 7

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

☐ Yes

7 Negative Pledge

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

☒ Yes

☐ No

MR01

Particulars of a charge

8 Trustee statement ①

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

☐

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

9 Signature

Please sign the form here.

Signature

Signature

X X

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

MR01

Particulars of a charge

Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address

Contact name

Company name
Thompson & Cooke

Address
100 Market Street

Stalybridge

Cheshire

Post town

County/Region

Postcode S K 1 5 2 A B

Country

DX DX 15571 STALYBRIDGE

Telephone
0161 338 8808

Certificate

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

Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

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

Important information

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

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

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

Where to send

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

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

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

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

Further information

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

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

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 8209636

Charge code. 0820 9636 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th July 2014 and created by ADVENTUREOVERLAND UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th July 2014

Given at Companies House, Cardiff on 28th July 2014

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

DATED 9 JULY 2014

DEBENTURE

between

ADVENTURE OVERLAND UK LIMITED

and

DARREN OLIVER

THOMPSON & COOKE / 39581

We certify this is a true and accurate copy of the original document

Thompson & Cooke
Solicitors

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Schedule

THIS DEED is dated [DATE] 9 July 2014

PARTIES

ADVENTURE OVERLAND UK LIMITED incorporated and registered in England 7 Wales with company number 08209636 whose registered office is at Melbourne House Grosvenor Square Stalybridge Cheshire SK15 2JN **(Borrower)**

DARREN OLIVER of The Old Barn 34a Town Street Marple Bridge Stockport Cheshire SK6 5AA **(Lender)**

BACKGROUND

The Lender has agreed pursuant to the Facility Agreement to provide the Borrower with loan facilities on a secured basis

This debenture provides security which the Borrower has agreed to give the Lender for the loan facilities under the Facility Agreement

AGREED TERMS

DEFINITIONS AND INTERPRETATION

1 1 **Definitions**

In this debenture the definitions and rules of interpretation in this clause apply

Administrator: an administrator appointed to manage the affairs, business and property of the Borrower pursuant to paragraph 1 40 of Schedule 4

Business Day: a day (other than a Saturday or Sunday) on which commercial banks are open for general business in London and deposits are dealt with on the London Interbank Market

Charged Property: all the assets, property and undertaking for the time being subject to the security interests created by this debenture (and references to the Charged Property include references to any part of it)

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

Encumbrance: any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

Environment: the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media

Environmental Law: all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment

Equipment: all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Borrower, including any part of it and all spare parts, replacements, modifications and additions

Facility Agreement: the facility agreement dated the same date as this debenture between the Borrower and the Lender for the provision of loan facilities secured by this debenture

Financial Collateral: shall have the meaning given to that expression in the Financial Collateral Regulations

Financial Collateral Regulations: the Financial Collateral Arrangements (No 2) Regulations 2003 (*SI 2003/3226*)

Properties: all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Borrower or in which the Borrower holds an interest and **Property** means any of them

Receiver: a receiver and/or manager of any or all of the Charged Property appointed under paragraph 1 40 of Schedule 4

Secured Liabilities: all present and future monies, obligations and liabilities owed by the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, under or in connection with the Facility Agreement or this debenture (including, without limitation, those arising under clause 1 23) together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities

Security Financial Collateral Arrangement: shall have the meaning given to that expression in the Financial Collateral Regulations

Security Period: the period starting on the date of this debenture and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding

1 2 Interpretation

Unless the context otherwise requires, in this debenture

(a) any reference to any statute or statutory provision includes a reference to any subordinate legislation made under that statute or statutory provision, to any modification, re-enactment or extension of that statute or statutory

provision and to any former statute or statutory provision which it consolidated or re-enacted before the date of this debenture,

(b) a reference to one gender includes a reference to the other genders,

(c) words in the singular include the plural and in the plural include the singular,

(d) a reference to a clause or Schedule is to a clause or Schedule of or to this debenture,

(e) a reference to **this debenture** (or any specified provision of it) or any other document shall be construed as a reference to this debenture, that provision or that document as in force for the time being and as amended or novated from time to time,

(f) a reference to a **person** shall be construed as including a reference to an individual, firm, corporation, unincorporated body of persons or any state or any agency of a person,

(g) a reference to an **amendment** includes a supplement, variation, novation or re-enactment (and **amended** shall be construed accordingly),

(h) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description,

(i) a reference to an **authorisation** includes an authorisation, consent, licence, approval, resolution, exemption, filing, registration and notarisation,

(j) a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation, and

(k) the headings do not form part of this debenture or any part of it and do not affect its interpretation

1 3 Clawback

If the Lender considers that an amount is capable of being avoided or otherwise set aside on liquidation or administration of the Borrower or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this debenture

1 4 Nature of security over real property

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

(a) all buildings and fixtures (including trade and tenant's fixtures) which are at any time situated on that property,

(b) the proceeds of sale of any part of that property, and

(c) the benefit of any covenants for title given or entered into by any predecessor in title of the Borrower in respect of that property or any monies paid or payable in respect of those covenants

1 5 **Law of Property (Miscellaneous Provisions) Act 1989**

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 the terms of the Facility Agreement and of any side letters between any parties in relation to the Facility Agreement are incorporated in this debenture

1 6 **Insolvency Act 1986**

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (as inserted by section 248 of, and Schedule 16 to, the Enterprise Act 2002) applies to the floating charge created by this debenture

COVENANT TO PAY

The Borrower shall on demand pay to the Lender and discharge the Secured Liabilities when they become due

GRANT OF SECURITY

1 7 **Charging clause**

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee

(a) charges to the Lender, by way of first fixed charge

(i) all Properties acquired by the Borrower in the future,

(ii) all present and future interests of the Borrower not effectively mortgaged or charged under the preceding provisions of this clause 1 6 in or over freehold or leasehold property,

(iii) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties,

(iv) all licences, consents and authorisations, statutory or otherwise held or required in connection with the Borrower's business or the use of any Charged Property and all rights in connection with them,

(v) all present and future goodwill and uncalled capital for the time being of the Borrower, and

(vi) all Equipment, and

(b) charges to the Lender, by way of first floating charge, all the undertaking, property, plant, machinery, stock or other assets and rights of the Borrower at any time

1 8 **Automatic conversion of floating charge**

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

(a) the Borrower

(i) creates, or attempts to create, over all or any part of the Charged Property an Encumbrance without the prior written consent of the Lender or any trust in favour of another person, or

(ii) disposes or attempts to dispose of all or any part of the Charged Property (other than property subject only to the floating charge while it remains uncrystallised which property may be disposed of in the ordinary course of business), or

(b) a receiver is appointed over all or any of the Charged Property that is subject to the floating charge, or

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

(d) the Lender receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Borrower

1 9 **Conversion of floating charge by notice**

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

1 10 **Assets acquired after any floating charge crystallisation**

Any asset acquired by the Borrower after any crystallisation of the floating charge created under this debenture which but for such crystallisation would be subject to a floating charge shall (unless the Lender confirms in writing to the contrary) be charged to the Lender by way of first fixed charge

LIABILITY OF BORROWER

1 11 **Liability not discharged**

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

(a) any security, guarantee, indemnity, remedy or other right held by or available to the Lender being or becoming wholly or partially illegal, void or unenforceable on any ground, or

(b) the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from any other person, or

(c) any other act or omission which but for this provision might have discharged or otherwise prejudiced or affected the liability of the Borrower

1 12 **Immediate recourse**

The Borrower waives any right it may have of requiring the Lender to enforce any security or other right or claim any payment from or otherwise proceed against any other person before enforcing this debenture against the Borrower

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender in the terms set out in Schedule 1 The representations and warranties set out in Schedule 1 are made on the date of this debenture

COVENANTS

The Borrower covenants with the Lender during the continuance of the security constituted by this debenture in the terms set out in Schedule 2

POWERS OF THE LENDER

The Lender shall have the powers set out in Schedule 3

ENFORCEMENT

1 13 **Enforcement events**

The security constituted by this debenture shall be immediately enforceable in any of the circumstances set out in paragraph 1 40 of Schedule 4 The parties to this debenture agree that the provisions of Schedule 4 shall apply to this debenture and shall be binding between them

1 14 **Receiver's powers**

A Receiver shall have, in addition to the powers conferred on receivers by statute, the further powers set out in Schedule 5

1 15 **Right of appropriation**

To the extent that the Charged Property constitutes Financial Collateral and this debenture and the obligations of the Borrower hereunder constitute a Security Financial Collateral Arrangement, the Lender shall have the right, at any time after the security constituted this debenture has become enforceable, to appropriate all or any of that Charged Property in or towards the payment and/or discharge of the Secured Liabilities in such order as the Lender in its absolute discretion may from time to time determine The value of any Charged Property appropriated in accordance with this clause shall be the price of that Charged Property 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 Borrower agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations

COSTS AND INDEMNITY

1 16 **Costs**

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

(a) this debenture or the Charged Property, or

(b) protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's or the Receiver's rights under this debenture, or

(c) suing for, or recovering, any of the Secured Liabilities,

(including, without limitation, the Costs of any proceedings in relation to this debenture or the Secured Liabilities) together with, in the case of clause b and clause c, interest on the amount due at the default rate of interest specified in the Facility Agreement

1 17 **Indemnity**

The Lender and any Receiver and their respective employees and agents shall be indemnified on a full indemnity basis out of the Charged Property in respect of all actions, liabilities and Costs incurred or suffered in or as a result of

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

(b) any matter or thing done or omitted to be done in relation to the Charged Property under those powers, or

(c) any default or delay by the Borrower in performing any of its obligations under this debenture

RELEASE

1 18 **Release**

Subject to clause 1 23, upon the expiry of the Security Period (but not otherwise) the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to release the Charged Property from the security constituted by this debenture

ASSIGNMENT AND TRANSFER

1 19 **Assignment by Lender**

The Lender may at any time, without the consent of the Borrower, assign or transfer the whole or any part of the Lender's rights and/or obligations under this debenture to any person

1 20 **Assignment by Borrower**

The Borrower may not assign any of its rights or transfer any of its obligations under this debenture or enter into any transaction, which would result in any of those rights or obligations passing to another person

FURTHER PROVISIONS

1 21 **Independent security**

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

1 22 **Continuing security**

This debenture shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or other matter or thing whatsoever, unless and until the Lender discharges this debenture in writing

1 23 **Discharge conditional**

Any release, discharge or settlement between the Borrower and the Lender shall be deemed conditional upon no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise and, notwithstanding any such release, discharge or settlement

(a) the Lender or its nominee shall be at liberty to retain this debenture and the security created by or pursuant to this debenture, including all certificates and documents relating to the whole or any part of the Charged Property, for such period as the Lender shall deem necessary to provide the Lender with security against any such avoidance, reduction or order for refund, and

(b) the Lender shall be entitled to recover the value or amount of such security or payment from the Borrower subsequently as if such release, discharge or settlement had not occurred

1 24 **Certificates**

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

1 25 **Rights cumulative**

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

1 26 **Waivers**

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

1 27 **Further exercise of rights**

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

1 28 **Delay**

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

1 29 **Single or partial exercise**

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

1 30 **Consolidation**

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

1 31 **Partial invalidity**

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this debenture under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties

1 32 **Counterparts**

This debenture may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document

1 33 **Third party rights**

A third party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this debenture

1 34 **Perpetuity period**

If the rule against perpetuities applies to any trust created by this debenture, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009)

NOTICES

1 35 **Service**

Any notice or other communication given under this debenture shall be in writing and shall be served by delivering it personally or by sending it by pre-paid first-class post or by fax to the address or fax number and for the attention of the relevant party as set out in 1 406 or such other address or fax number as may be notified in writing from time to time by the relevant party to the other party

1 36 **Receipt**

Receipt of any notice, given under clause 1 35 above, shall be deemed to be

(a) if delivered personally, at the time of delivery, or

(b) in the case of pre-paid first-class letter, 48 hours from the date of posting, or

(c) in the case of a fax, when received in legible form,

but if deemed receipt occurs

(i) before 9 00 am on a Business Day, the notice shall be deemed to have been received at 9 00 am on that day, or

(ii) after 5 00 pm on a Business Day or on a day that is not a Business Day, the notice shall be deemed to have been received at 9 00 am on the next Business Day

1 37 **Proof of service**

In proving service of a notice, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party as set out in 1 406 (or as otherwise notified by that party under clause 1 35 above) and delivered either

(a) to that address, or

(b) into the custody of the postal authorities as a pre-paid first-class letter

1 38 **E-mail invalid**

Notice given under this debenture shall not be validly served if sent by e-mail

GOVERNING LAW AND JURISDICTION

1 39 **Governing law**

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

1 40 **Jurisdiction**

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

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

Schedule 1 Representations and warranties

Ownership of Charged Property

The Borrower is the legal and beneficial owner of the Charged Property free from any Encumbrance other than the Encumbrances created by this debenture

Adverse claims

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

Adverse covenants

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

No breach of laws

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

No interference in enjoyment

No facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use

No overriding interests

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

Avoidance of security

No Encumbrance expressed to be created by this debenture is liable to be avoided or otherwise set aside on the liquidation or administration of the Borrower or otherwise

Environmental compliance

The Borrower has at all times complied in all material respects with all applicable Environmental Law

Schedule 2 Covenants

1. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Borrower shall not at any time, except with the prior written consent of the Lender

(a) create, purport to create or permit to subsist any Encumbrance on, or in relation to, any Charged Property other than any Encumbrances created by this debenture, or

(b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property, except for the disposal in the ordinary course of business of any of the Charged Property subject to the floating charge created under this debenture, or

(c) create or grant (or purport to create or grant) any interest in any Charged Property in favour of a third party

2. TRADING AND PRESERVATION OF CHARGED PROPERTY

The Borrower shall

(d) carry on its trade and business in accordance with the standards of good management from time to time current in such trade or business on those parts (if any) of the Properties as are, or may be, used for the purposes of trade or business, and

(e) not do, or permit to be done, any act or thing, which will or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this debenture

3. STATUTORY COMPLIANCE

The Borrower shall comply with all statutes, byelaws and regulations relating to its trade or business and the whole or any part of the Charged Property

4. PROVISION OF INFORMATION

The Borrower shall

(f) promptly provide to the Lender whatever information, documents or papers relating to the Charged Property as the Lender may from time to time request, and

(g) inform the Lender promptly of any acquisition by the Borrower of, or contract made by the Borrower to acquire, any freehold, leasehold or other interest in Property

5. Insurance

1 2 The Borrower shall

(a) insure and keep insured all of its undertaking and assets with reputable and responsible insurers previously approved by the Lender in such manner and to such extent as is reasonable and customary for an enterprise engaged in the same or similar business and in the same or similar localities against such risks and contingencies as the Lender shall from time to time request,

(b) procure that the interest of the Lender is noted on all its policies of insurance in such manner as the Lender may in its absolute discretion require, and

(c) duly and punctually pay all premiums and any other monies necessary for maintaining its insurance in full force and effect

1 3 The Borrower shall apply all monies received by virtue of any insurance of the whole or any part of the Charged Property

(a) in making good or in recouping expenditure incurred in making good any loss or damage or

(b) if the Lender in its discretion so requires, towards the discharge of the Secured Liabilities

6. Repair

The Borrower shall

(c) at all times keep in good and substantial repair and condition all the Charged Property including, without limitation, all buildings, erections, structures and fixtures and fittings on and in the Property,

(d) keep all Equipment in good repair, working order and condition and fit for its purpose, and

(e) 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

7. Notice of breach

The Borrower shall promptly upon becoming aware of the same give the Lender notice in writing of any breach of

(f) any representation or warranty set out in Schedule 1, and

(g) any covenant set out in this Schedule 2

8. Title Documents

The Borrower shall on the execution of this debenture (or, if later, the date of acquisition of the relevant Charged Property) deposit with the Lender and the Lender shall during the continuance of this debenture be entitled to hold all deeds and documents of title relating to the Charged Property which are in the possession or control of the Borrower (and, if not within the possession and/or control of the Borrower, the Borrower undertakes to obtain possession of all such deeds and documents of title)

9. Further assurance

The Borrower, at its own cost, shall prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as the Lender may reasonably require) in favour of the Lender as the Lender shall in its absolute discretion from time to time require over all or any part of the Charged Property and give all notices, orders and directions which the Lender may require in its absolute discretion for perfecting, protecting or facilitating the realisation of its security over the Charged Property

10. Inspection

The Borrower shall permit the Lender and any Receiver and any person appointed by either of them to enter upon and inspect any Property during normal business hours upon reasonable prior notice

11. Borrower's waiver of set-off

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

Schedule 3 Powers of Lender

1. **Power to remedy**

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

2. **Exercise of rights**

The rights of the Lender under paragraph 1 40 of this Schedule 3 are without prejudice to any other rights of the Lender under this debenture and the exercise of those rights shall not make the Lender liable to account as a mortgagee in possession

3. **Power to dispose of chattels**

At any time after the security constituted by this debenture shall have become enforceable, the Lender or any Receiver

(a) may dispose of any chattels or produce found on any Property as agent for the Borrower, and

(b) without prejudice to any obligation to account for the proceeds of any sale of such chattels or produce, shall be indemnified by the Borrower against any liability arising from such disposal

4. **Prior Encumbrances**

At any time after the security constituted by this debenture shall have become enforceable or after any powers conferred by any Encumbrance having priority to this debenture shall have become exercisable, the Lender may

(c) redeem such or any other prior Encumbrance or procure its transfer to itself, and

(d) settle any account of the holder of any prior Encumbrance

Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Borrower and all monies paid by the Lender to an encumbrancer in settlement of such an account shall, as from its payment by the Lender, be due from the Borrower to the Lender on current account and shall bear interest and be secured as part of the Secured Liabilities

5. **Conversion of currency**

For the purpose of or pending the discharge of any of the Secured Liabilities the Lender may convert any monies received, recovered or realised by the Lender under this debenture (including the proceeds of any previous conversion under this paragraph 1 40) from their existing currencies of denomination into such other currencies of denomination as the Lender may think fit and any such conversion shall be effected at the prevailing spot selling rate of exchange for such other currency against the existing currency Each previous reference in this paragraph 1 40 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency

6. NEW ACCOUNTS

1 2 If the Lender receives notice of any subsequent Encumbrance or other interest affecting all or part of the Charged Property, the Lender may open a new account or accounts for the Borrower in the Lender's books and (without prejudice to the Lender's right to combine accounts) no money paid to the credit of the Borrower in any such new account will be appropriated towards or have the effect of discharging any part of the Secured Liabilities

1 3 If the Lender does not open a new account or accounts immediately on receipt of notice under paragraph 1 40 of this Schedule 3, then, unless the Lender gives express written notice to the contrary to the Borrower, as from the time of receipt of the relevant notice by the Lender all payments made by the Borrower to the Lender shall be treated as having been credited to a new account of the Borrower and not as having been applied in reduction of the Secured Liabilities

7. LENDER'S SET-OFF RIGHTS

If the Lender shall have more than one account for the Borrower in its books the Lender may at any time after

(a) the security constituted by this debenture has become enforceable, or

(b) the Lender has received notice of any subsequent Encumbrance or other interest affecting all or any part of the Charged Property,

transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account which may be in debit but the Lender shall notify the Borrower of the transfer once made

8. INDULGENCE

The Lender may in its discretion grant time or other indulgence or make any other arrangement, variation or release with any person or persons not being a party to this debenture (whether or not such person or persons are jointly liable with the Borrower) in respect of any of the Secured Liabilities or of any other security for them without

prejudice either to this debenture or to the liability of the Borrower for the Secured Liabilities

Schedule 4 Enforcement

1. ENFORCEMENT EVENTS

This debenture shall be enforceable if

(a) any of the Secured Liabilities shall not be paid or discharged when the same ought to be paid or discharged by the Borrower (whether on demand or at scheduled maturity or by acceleration or otherwise, as the case may be), or

(b) the Borrower shall be in breach of any of its obligations under this debenture or under any other agreement between the Borrower and the Lender and that breach (if capable of remedy) has not been remedied to the satisfaction of the Lender within 14 days of notice by the Lender to the Borrower to remedy the breach, or

(c) the Borrower

(i) becomes unable to pay its debts as they fall due (and/or the value of the Borrower's assets is less than the amount of its liabilities, taking into account the Borrower's contingent and prospective liabilities), or

(ii) commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness, or

(iii) makes a general assignment for the benefit of, or a composition with, its creditors, or

(d) the Borrower passes any resolution or takes any corporate action or a petition is presented or proceedings are commenced or any action is taken by any person for its winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrative receiver, administrator, trustee or similar officer of it or of any or all of its revenues and assets, or

(e) a distress, execution, attachment or other legal process is levied or enforced upon or sued against all or any part of the assets of the Borrower and remains undischarged for seven days, or

(f) any event occurs in relation to the Borrower that is analogous to those set out in paragraph 1 40, paragraph 1 40 or paragraph 1 40 of this Schedule 4, or

(g) any representation, warranty or statement made or deemed to be made by the Borrower under this debenture is or proves to have been incorrect or misleading when made or deemed to be made, or

(h) an Event of Default (as defined in the Facility Agreement) occurs,

and in any such event (whether or not the event is continuing), without prejudice to any other rights of the Lender, the powers of sale under the Law of Property Act 1925 shall immediately be exercisable and the Lender may in its absolute discretion enforce all or any part of the security created by this debenture as it sees fit

2. STATUTORY POWER OF SALE

The powers of sale conferred upon mortgagees under the Law of Property Act 1925 shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this debenture, but the Lender shall not exercise such power of sale until the security constituted by this debenture has become enforceable under paragraph 1 40 of this Schedule 4

3. EXTENSION OF STATUTORY POWERS

The statutory powers of sale, leasing and accepting surrenders conferred upon mortgagees under the Law of Property Act 1925 and/or by any other statute shall be exercisable by the Lender under this debenture and are extended so as to authorise the Lender whether in its own name or in that of the Borrower to make any lease or agreement for lease, accepts surrenders of lease or grant any option of the whole or any part or parts of the freehold and leasehold property of the Borrower with whatever rights relating to other parts of it and containing whatever covenants on the part of the Borrower and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Lender thinks fit

4. PROTECTION OF THIRD PARTIES

No purchaser, mortgagee or other person dealing with the Lender or any Receiver shall be concerned

(i) to enquire whether any of the Secured Liabilities have become due or payable or remain unpaid or undischarged, or whether the power the Lender or a Receiver is purporting to exercise has become exercisable, or

(j) to see to the application of any money paid to the Lender or any Receiver

5. NO LIABILITY AS MORTGAGEE IN POSSESSION

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

6. APPOINTMENT OF RECEIVER

1 2 At any time after the security constituted by this debenture has become enforceable, or at the request of the Borrower, the Lender may without further notice

(a) appoint by way of deed, or otherwise in writing, any one or more person or persons to be a receiver or a receiver and manager of all or any part of the Charged Property, and

(b) (subject to section 45 of the Insolvency Act 1986) from time to time by way of deed, or otherwise in writing, remove any person appointed to be Receiver and may in like manner appoint another in his place

Where more than one person is appointed Receiver, they will have power to act separately (unless the appointment by the Lender specifies to the contrary)

1 3 The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the Law of Property Act 1925 and the remuneration of the Receiver shall be a debt secured by this debenture which shall be due and payable immediately upon its being paid by the Lender

7. POWERS ADDITIONAL

1 4 The powers of sale and appointing a Receiver conferred by this debenture shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the Law of Property Act 1925 or otherwise and shall be exercisable without the restrictions contained in sections 103 and 109 of the Law of Property Act 1925 or otherwise

1 5 The power to appoint a Receiver (whether conferred by this debenture or by statute) shall be and remain exercisable by the Lender notwithstanding any prior appointment in respect of all or any part of the Charged Property

8. AGENT OF THE BORROWER

Any Receiver appointed by the Lender under this debenture shall be the agent of the Borrower and the Borrower shall be solely responsible for his acts and remuneration as well as for any defaults committed by him

9. POWERS OF RECEIVER

Any Receiver appointed by the Lender under this debenture shall in addition to the powers conferred on him by the Law of Property Act 1925 and the Insolvency Act 1986 have power to do all such acts and things as an absolute owner could do in the management of such of the Charged Property over which the Receiver is appointed and in particular the powers set out in Schedule 5

10. ORDER OF APPLICATION OF PROCEEDS

All monies received by the Lender or a Receiver in the exercise of any enforcement powers conferred by this debenture shall be applied

(a) first in paying all unpaid fees, costs and other liability incurred by or on behalf of the Lender (and any Receiver, attorney or agent appointed by it),

(b) second in paying the remuneration of any Receiver (as agreed between him and the Lender),

(c) third in or towards discharge of the Secured Liabilities in such order and manner as the Lender shall determine; and

(d) finally in paying any surplus to the Borrower or any other person entitled to it

11. SECTION 109(8) LAW OF PROPERTY ACT 1925

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

12. SUSPENSE ACCOUNT

All monies received by the Lender or a Receiver under this debenture may, at the discretion of the Lender or Receiver, be credited to any suspense or securities realised account and shall bear interest at such rate, if any, as may be agreed in writing between the Lender and the Borrower and may be held in such account for so long as the Lender or Receiver thinks fit.

13. POWER OF ATTORNEY

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

(e) the Borrower is required to execute and do under this debenture, and/or

(f) any attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by this debenture or by law on the Lender or any Receiver

14. RATIFICATION OF ACTS OF ATTORNEY

The Borrower ratifies and confirms and agrees to ratify and confirm anything which any of its attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in paragraph 1 40 of this Schedule 4

15. APPOINTMENT OF AN ADMINISTRATOR

1 6 The Lender may without notice to the Borrower appoint any one or more persons to be an administrator of the Borrower pursuant to paragraph 14 Schedule B1 of the Insolvency Act 1986 if this debenture becomes enforceable

1 7 Any appointment under this paragraph 1 40 shall

(a) be in writing signed by a duly authorised signatory of the Lender, and

(b) take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986, when the requirements of paragraph 18 of that Schedule B1 are satisfied

1 8 The Lender may (subject to any necessary approval from the court) end the appointment of an Administrator by notice in writing in accordance with this paragraph 1 40 and appoint under that paragraph a replacement for any Administrator whose appointment ends for any reason

Schedule 5 Further Powers of Receiver

1. **To repair and develop Properties**

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

2. **To surrender leases**

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

3. **To employ personnel and advisors**

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

4. **To make VAT elections**

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

5. **To charge remuneration**

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

6. **To realise Charged Property**

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

7. **To manage or reconstruct the Borrower's business**

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

8. **To dispose of Charged Property**

   A Receiver may grant options and licences over all or any part of the Charged Property sell or concur in selling, assign or concur in assigning, lease or concur in leasing and accept or concur in accepting surrenders of leases of, all or any of the

property of the Borrower in respect of which he is appointed in such manner and generally on such terms and conditions as he thinks fit (fixtures and plant and machinery may be severed and sold separately from the premises in which they are contained without the consent of the Borrower) and to carry any such sale, assignment, leasing or surrender into effect Any such sale may be for such consideration as he shall think fit and he may promote or concur in promoting a company to purchase the property to be sold

9. TO MAKE SETTLEMENTS

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

10. TO IMPROVE EQUIPMENT

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

11. TO MAKE CALLS ON BORROWER MEMBERS

A Receiver may make calls conditionally or unconditionally on the members of the Borrower in respect of the uncalled capital with such and the same powers for that purpose and for the purpose of enforcing payments of any calls so made as are conferred by the articles of association of the Borrower on its directors in respect of calls authorised to be made by them

12. TO APPOINT STAFF AND AGENTS

A Receiver may appoint managers, officers, servants, workmen and agents for the aforesaid purposes at such salaries and for such periods and on such terms as he may determine

13. TO INSURE

A Receiver may, if he thinks fit, but without prejudice to the indemnity contained in clause 1 15, effect with any insurer any policy or policies of insurance either in lieu or satisfaction of, or in addition to, such insurance

14. LAW OF PROPERTY ACT 1925

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

15. TO BORROW

A Receiver may for any of the purposes authorised by this Schedule 5 raise money by borrowing from the Lender or from any other person on the security of all or any of the Charged Property in respect of which he is appointed upon such terms (including if the Lender shall consent to terms under which such security ranks in priority to this debenture) as he shall think fit

16. **To redeem prior Encumbrances**

A Receiver may redeem any prior Encumbrance and settle and pass the accounts to which the Encumbrance relates and any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Borrower and the monies so paid will be deemed to be an expense properly incurred by him

17. **Incidental powers**

A Receiver may do all such other acts and things as he may consider incidental or conducive to any of the matters or powers in this Schedule 5 or which he lawfully may or can do as agent for the Borrower

18. **Scope of powers**

Any exercise of any of these powers may be on behalf of the Borrower, the directors of the Borrower (in the case of the power contained in paragraph 1 40 of this Schedule 5) or himself

Schedule 6 Notice details

ADVENTURE OVERLAND UK LIMITED
Of Melbourne House,
44-46 Grosvenor street
Stalybridge
Cheshire
SK15 2JN

DARREN OLIVER & CLARE DYSON
Of The Old Barn
34a Town Street
Marple Bridge
Marple
Stockport
Cheshire
SK6 5AA

Executed as a deed by
ADVENTURE OVERLAND UK LTD
acting by a director in the presence of -

DAVID G ROBERTS
MELBOURNE HOUSE
44 46, GROSVENOR SQUARE
STAMYBRIDGE
CHESHIRE SK15 2JN

Executed as a deed by the said
DARREN OLIVER
In the presence of - -

DAVID G ROBERTS
MELBOURNE HOUSE
44 - 46, GROSVENOR SQUARE
STAMYBRIDGE
CHESHIRE SK15 2JN