

002330/E23

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

MR01

Particulars of a charge



Companies House



Go online to file this information
www.gov.uk/companieshouse

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

☒ **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 is no
instrument. Use form MR08.

For further information, please
refer to our guidance at:
www.gov.uk/companieshouse

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. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

☒ You **must** enclose a certified copy of the instrument with this form. It must be scanned and placed on the public record. **Do not send the original.**



A13 *A78YF27D* #254
27/06/2018
COMPANIES HOUSE

WEDNESDAY

1 Company details

Company number 0 9 1 4 4 2 4 1

Company name in full BBG INDUSTRIES LIMITED

For official use
→ **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 2 d 5 m 0 m 6 y 2 y 0 y 1 y 8

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 TREVOR MARK BEST

Name NEIL ANTHONY BOYLES

Name SIMON JOHN GREGAN

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

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

NONE

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

Trustee statement¹

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 *Muskhel*
Scholar & the person entitled to the charge X

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

MR01

Particulars of a charge

Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	SARA COATE
Company name	MARSHALLS SOLCITORS
Address	102 HIGH STREET
Post town	GODALMING
County/Region	SURREY
Postcode	G U 7 1 D S
Country	UNITED KINGDOM
DX	58354 GODALMING 2
Telephone	01483 416 101

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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9144241

Charge code: 0914 4241 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th June 2018 and created by BBG INDUSTRIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th June 2018.

Given at Companies House, Cardiff on 4th July 2018



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 25TH JUNE 2018

(1) **BBG INDUSTRIES LIMITED**

- and -

(2) **TREVOR MARK BEST, NEIL ANTHONY BOYLES AND
SIMON JOHN GREGAN**

SHARE CHARGE

Certified True Copy
James R. Clark
26.6.18
Marshalls
Solicitors, 102 High Street
Godalming, Surrey GU7 1DS

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SHARE CHARGE

DATE: 25th June 2018

PARTIES

- (1) **BBG INDUSTRIES LIMITED** incorporated in England and Wales with company number 9144241 and registered office at Trios House Reform Road Maidenhead Berkshire SL6 8BY (the **Chargor**); and
- (2) **TREVOR MARK BEST** of Old Timbers Winkfield Street Windsor Berkshire SD4 4SW, **NEIL ANTHONY BOYLES** of Well Manor Well Hook Hampshire RG29 1TL and **SIMON JOHN GREGAN** of 35 Stratton Road Beaconsfield Bucks HP9 1HR (the **Noteholders**, which expression shall include their respective estates).

RECITALS

- (A) The Chargor has issued Notes to the Noteholders upon the terms and subject to the conditions set out in the Loan Note Instrument (as defined below).
- (B) In connection with the issue of the Notes, the Chargor has agreed to execute and deliver this Deed.

IT IS AGREED as follows:

I. DEFINITIONS AND INTERPRETATION

I.1 Definition

In this Deed, the following definitions apply:

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in London.

Company means CMF Group Limited, a company incorporated in England and Wales with company number 06610034 and registered office at Trios House Reform Road Maidenhead Berkshire SL6 8DA.

Event of Default has the meaning given to that term in the Loan Note Instrument except that for the purposes of this Share Charge only clause 6.1 of the Loan Note Instrument shall be amended by the deletion of the words "five Business Days" and the insertion in their place of "three months"

Finance Document means this Deed, the Notes and the Loan Note Instrument.

Financial Collateral has the meaning given to that term in the Financial Collateral Regulations.

Financial Collateral Regulations means the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226).

Notes: means any note issued by the Chargor pursuant to the Loan Note Instrument;

Loan Note Instrument: means the loan note instrument constituting £8,300,000 secured loan notes of the Chargor as amended by Side Letters dated 4th April 2016 and a Deed of Variation dated today

Other Security has the meaning given to that term in Clause 8.4 (*Financial Collateral*).

Related Rights: any:

- (a) present or future dividend, interest or other distribution paid or payable in relation to any of the Shares;
- (b) share, stock, debenture, bond, warranty, security, investment, right, money, other assets or property accruing, offered or issued at any time in relation to any of the Shares by way of redemption, substitution, exchange, conversion, rights issue, bonus, preference or otherwise, under option rights or otherwise in relation to any of the Shares;
- (c) rights to subscribe for, purchase or otherwise acquire any Shares through options, warrants or otherwise; and
- (d) all other rights and assets attaching to, deriving from or exercisable as a result of the ownership of any Shares.

Receiver means a receiver and manager or a receiver, in each case appointed under this Deed.

Secured Assets means all the assets, property and undertaking for the time being subject to any Security created by this Deed.

Secured Liabilities means all present and future monies, obligations and liabilities of any kind owed by the Chargor to the Noteholders whether actual or contingent, under or in connection with any Finance Document.

Security Financial Collateral Arrangement has the meaning given to that expression in the Financial Collateral Regulations.

Security means 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.

Security Period means the period starting on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full or cancelled pursuant to the terms of the Loan Note Instrument and no further Secured Liabilities are capable of being outstanding.

Shares means the certificated shares and securities specified in Schedule I (*Shares*).

1.2 Unless the context otherwise requires, a reference in this Deed to:

- 1.2.1 words in the singular shall include the plural and in the plural shall include the singular;

- 1.2.2 a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.3 a clause or Schedule is to a clause of, or Schedule to, this Deed;
- 1.2.4 Section, clause and Schedule headings are for ease of reference only; and
- 1.2.5 this Deed, a Finance Document or any other agreement or instrument is a reference to this Deed, that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated.

2. COVENANT TO PAY

The Chargor shall on demand pay to the Noteholders and discharge the Secured Liabilities when they become due in accordance with the Finance Documents.

3. GRANT OF SECURITY

3.1 As continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Noteholders, by way of first fixed charge, the Shares.

3.2 As continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Noteholders, by way of first fixed charge, all Related Rights.

4. DEPOSIT OF TITLE DOCUMENTS

4.1 Deposit

The Chargor shall on or before the execution of this Deed, deposit with the Noteholders all stock or share certificates or other documents of title to or representing the Secured Assets together with such executed blank transfers or assignments as the Noteholders may require so that the Noteholders may at any time after this Deed has become enforceable without notice complete the stock transfer forms (or other transfer instruments) on behalf of the Chargor (in favour of itself or its nominee) using the power of attorney created in Clause 4.3 (*Power of Attorney*) and present them for registration.

4.2 Further assurance

The Chargor shall, at the direction of the Noteholders given at any time, promptly execute and deliver to the Noteholders all transfers and other documents and do all such things as may be necessary:

- 4.2.1 to register all or any of the Secured Assets in the name of the Noteholders or its nominee at any time after this Deed has become enforceable;
- 4.2.2 for creating, registering, perfecting, maintaining or protecting the security created by this Deed;
- 4.2.3 for creating a fixed charge over any of the Secured Assets; or

- 4.2.4 to facilitate the realisation of all or any of the Secured Assets after this Deed has become enforceable, or the exercise of any right, power or discretion vested in the Noteholders or the Attorney in relation to any Secured Assets or this Deed.

4.3 Power of attorney

By way of security the Chargor irrevocably appoints the Noteholders, any Receiver and any of their respective delegates and sub-delegates to be the attorney of the Chargor and in the Chargor's name and on the Chargor's behalf and as the Chargor's act and deed while an Event of Default is continuing:

- 4.3.1 execute any documents and do any acts and things which the Chargor is required to execute or do under this Deed but has failed to execute or do, including execute any document required by the Noteholders under Clause 4.2 (*Further assurance*); and
- 4.3.2 to execute any documents, and do any acts and things which such attorney may deem proper in exercising any of the powers, authorities and discretions conferred by this Deed or by law on the Noteholders.

4.4 Ratification of attorney's acts

By this Deed the Chargor ratifies and confirms, and agrees to ratify and confirm, anything which any attorney may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in Clause 4.2 (*Further assurance*).

5. PROTECTION OF SECURITY

5.1 Payment of calls

Notwithstanding the security created by this Deed, the Chargor shall promptly pay all calls, instalments and other payments due on any of the Secured Assets, failing which the Noteholders may, at its discretion but without obligation, make such payments on behalf of the Chargor.

5.2 Reimbursement of Noteholders

Any sum paid by the Noteholders on behalf of the Chargor under Clause 5.1 (*Payment of Calls*) shall be reimbursed by the Chargor on demand by the Noteholders.

6. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Chargor shall not at any time:

- 6.1 create, purport to create or permit to subsist any Security on, or in relation to, any Secured Assets other than any Security created by this Deed;
- 6.2 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 Secured Assets; or
- 6.3 create or grant (or purport to create or grant) any interest in any Secured Assets in favour of a third party.

7. RIGHTS OF THE LENDER

7.1 Chargor Pre-enforcement rights

Until the security constituted by this Deed has become enforceable:

- 7.1.1 the Chargor may exercise all voting and other rights and powers attaching to the Shares and exercisable by the Chargor, **provided that** the exercise or failure to exercise such voting and other rights and powers would not prejudice the Noteholders' security under this Deed; and
- 7.1.2 the Chargor will be entitled to receive and retain any dividends, interest or other distributions in respect of the Secured Assets.

7.2 Noteholders Post-enforcement rights

After the security constituted by this Deed has become enforceable:

- 7.2.1 all dividends, interest and other distributions paid in respect of the Secured Assets and received by or on behalf of the Chargor shall be held on trust for the Noteholders and immediately paid into an account designated by the Noteholders or, if received by the Noteholders, may be applied by the Noteholders as though they were the proceeds of sale;
- 7.2.2 all voting and other rights and powers attaching to the Secured Assets that may be exercised by a person in whose name the Secured Assets are registered shall be exercised by, or at the direction of, the Noteholders, and the Chargor shall, comply with any directions the Noteholders may give concerning the exercise of those rights and powers; and
- 7.2.3 the Noteholders may cause any or all of the Shares to be registered in its name or the name of its nominee.

7.3 Protection of interests

The powers conferred on the Noteholders by this Deed are solely to protect its interests in the Secured Assets and shall not impose any duty on the Noteholders to exercise any of those powers.

7.4 Exclusion of liability

The Noteholders shall not be liable to account as a mortgagee in possession in respect of the Secured Assets.

8. POWERS OF THE LENDER

8.1 Power to remedy

The Noteholders shall be entitled (but shall not be bound) to remedy a breach at any time by the Chargor of any of its obligations contained in this Deed, and the Chargor irrevocably authorises the Noteholders and its agents to do all such things as are necessary for that purpose.

8.2 Exercise of rights

The rights of the Noteholders under Clause 8.1 (*Power to remedy*) are without prejudice to any other rights of the Noteholders under this Deed and the exercise of those rights shall not make the Noteholders liable to account as a mortgagee in possession.

8.3 Indulgence

The Noteholders may at its discretion grant time or other indulgence, or make any other arrangement, variation or release with any person or persons not being a party to this Deed (whether or not such person or persons are jointly liable with the Chargor) in respect of any of the Secured Liabilities or of any other Security for them without prejudice either to this Deed or to the liability of the Chargor for the Secured Liabilities.

8.4 Financial Collateral

To the extent that any Security Asset constitutes Financial Collateral and is subject to a Security Financial Collateral Arrangement created by or pursuant to this Deed, the Noteholders shall have the right, at any time after this Deed becomes enforceable, to appropriate all or any part of the Secured Assets in or towards the payment or discharge of the Secured Obligations. The value of any Security Assets appropriated in accordance with this Clause 8.4 (*Financial Collateral*) shall be the price of such Security Assets at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Noteholders (acting reasonably) may select (including independent valuation). To the extent that Security Assets constitute Financial Collateral, the Chargor agrees that such Security Assets shall be held or redesignated so as to be under the control of the Noteholders for all purposes of the Financial Collateral Regulations.

8.5 For the avoidance of doubt the Noteholders shall act jointly in exercising their powers under this Share Charge

9. ENFORCEMENT

9.1 Enforcement events

The security constituted by this Deed shall be enforceable upon the occurrence of an Event of Default which is continuing.

9.2 Power of sale

At any time after the security constituted by this Deed has become enforceable, the Noteholders and any nominee of the Noteholders may (without prejudice to any other right which the Noteholders may have), without further notice to the Chargor, exercise the power to sell or otherwise dispose of the whole or any part of the Secured Assets.

9.3 Terms of sale

Any sale or disposal under Clause 9.2 (*Power of sale*) may be made in such manner, on such terms and for such consideration (whether payable immediately or by instalments) as the Noteholders shall in its absolute discretion think fit and without liability for loss.

9.4 Cash

The Noteholders may (without prejudice to any right which it may have under any other provision of this Deed) treat any part of the Secured Assets consisting of money as if it were the proceeds of a sale or other disposal under Clause 9.2 (*Power of sale*).

9.5 Application of proceeds

The Noteholders shall apply the proceeds of a sale or other disposal under Clause 9.2 (*Power of sale*) (without prejudice to the right of the Noteholders to recover any shortfall from the Chargor) in or towards the satisfaction of the Secured Liabilities to each Noteholders pro rata but otherwise in such order as the Noteholders in its absolute discretion may from time to time determine.

10. APPOINTMENT OF A RECEIVER

10.1 Statutory powers

10.1.1 The statutory power of sale, of appointing a receiver and the other statutory powers conferred on mortgagees, receivers or administrative receivers by the LPA and the Insolvency Act 1986 (as the case may be) as varied and extended by this Deed will apply to the Security constituted by this Deed and will be immediately exercisable at any time after that Security has become enforceable. If there is any ambiguity or conflict between the powers contained in those Acts and those contained in this Deed, those contained in this Deed will prevail.

10.1.2 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.

10.2 Statutory restrictions

10.2.1 Sections 93 and 103 of the LPA do not apply to this Deed.

10.2.2 At any time after an Event of Default has occurred and is continuing, or if the Chargor so requests, the Noteholders may, in writing signed by any of the Noteholders' officers or managers, appoint any person (or persons) to be a Receiver of all or part of the Secured Assets.

10.2.3 Section 109(1) of the LPA does not apply to this Deed.

10.2.4 Status, powers, removal and remuneration of Receiver

- 10.2.5 Each Receiver shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts and defaults unless any such default is the direct result of the Receiver's gross negligence or wilful misconduct and for his remuneration and expenses. The Chargor shall be liable for all agreements and arrangements made or entered into by the Receiver.
- 10.2.6 Each Receiver appointed under this Deed will have all the powers conferred from time to time on receivers by the LPA and the Insolvency Act 1986 so that the powers set out in Schedule 1 to the Insolvency Act 1986 (to the extent relevant) will extend to every Receiver appointed under this Deed, whether or not an administrative receiver.
- 10.2.7 In addition to the powers referred to in Clause 10.2.6 above, a Receiver may do all other acts and things which he considers desirable or necessary for realising any Secured Asset or which are incidental to any of the rights or powers conferred on him by this Deed or by law, and may exercise in relation to any Secured Asset all the powers and rights which he would have if he were the absolute owner of that Secured Asset.
- 10.2.8 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him provides otherwise) exercise all the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.
- 10.2.9 The Noteholders may by notice from time to time, for any reason, remove any Receiver appointed by it and, if it deems it appropriate, appoint a substitute Receiver.
- 10.2.10 The Noteholders may from time to time fix the remuneration of any Receiver appointed by it and the maximum rate specified in Section 109(6) of the LPA will not apply.
- 10.2.11 To the fullest extent allowed by law, any right or power conferred by this Deed or by law on a Receiver may, after the Security constituted by this Deed becomes enforceable, be exercised by the Noteholders in relation to any Secured Asset irrespective of whether or not a Receiver has been appointed.

11. PROTECTION OF THIRD PARTIES

No purchaser, mortgagee or other person dealing with a Receiver, the Noteholders or its nominee shall be concerned to:

- 11.1 enquire whether any of the Secured Liabilities have become due or payable or remain unpaid or not discharged, or whether the power the Noteholders is purporting to exercise has become exercisable; or
- 11.2 see to the application of any money paid to the Noteholders or its nominee.

12. COSTS AND INDEMNITY

The Chargor shall, on demand by the Noteholders, pay or reimburse to the Noteholders or any Receiver, on a full indemnity basis, all costs and expenses of whatsoever nature and value added tax thereon which the Noteholders, any Receiver or their respective agents may properly incur in enforcing its rights and/or powers under this Deed.

13. RELEASE

On the expiry of the Security Period (but not otherwise) the Noteholders shall, at the request and cost of the Chargor, take whatever action is necessary to release the Secured Assets from the security constituted by this Deed.

14. ASSIGNMENT AND TRANSFER

14.1 Assignment

Neither party may assign any of its rights and may not transfer any of its obligations under this Deed nor enter into any transaction which would result in any of those rights or obligations passing to another person save with the prior unanimous consent in writing of all shareholders of the Chargor.

15. AMENDMENTS, WAIVERS AND CONSENTS

15.1 Amendments

No amendment of this Deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

15.2 Waivers and consents

15.2.1 A waiver of any right or remedy under this Deed or by law, or any consent given under this Deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

15.2.2 A failure or delay by a party to exercise any right or remedy provided under this Deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Deed. No single or partial exercise of any right or remedy provided under this Deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Deed by the Noteholders shall be effective unless it is in writing.

16. SEVERABILITY

If any provision (or part of a provision) of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Deed.

17. COUNTERPARTS

This Deed may be executed in counterparts each of which shall be an original and such counterparts taken together shall be deemed to constitute one and the same instrument.


**SCHEDULE I
SHARES**

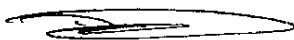
84 shares of £1 each in the capital of the Company

EXECUTION PAGE FOR THE SHARE CHARGE

The Chargor

EXECUTED as a deed by
BBG INDUSTRIES LIMITED
acting by a director, in the presence of:

Signature 	Director
Print name KEVIN DEENAN	

Witness signature 

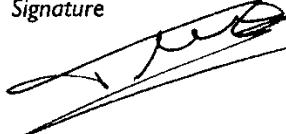
Name (in BLOCK CAPITALS) DAVID CAMP

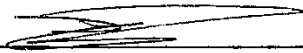
Address FLAT 326, THE BLENHEIM CENTRE,
HOUSLOW, TW3 1NB

EXECUTION PAGE FOR THE SHARE CHARGE

The Noteholders

SIGNED as a deed by
TREVOR MARK BEST
in the presence of:

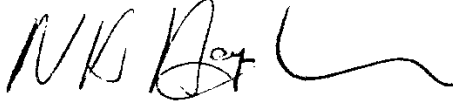
Signature 

Witness signature 

Name (in BLOCK CAPITALS) DAVID CAMP

Address FLAT 326, THE BLENHEIM CENTRE,
HOUSLOW, TW3 1NB

SIGNED as a deed by
NEIL ANTHONY BOYLES
in the presence of:

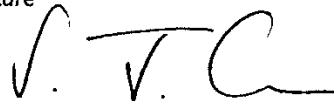
Signature 

Witness signature 

Name (in BLOCK CAPITALS) DAVID CAMP

Address FLAT 326, THE BLENHEIM CENTRE,
HOUSLOW, TW3 1NB

SIGNED as a deed by
SIMON JOHN GREGAN
in the presence of:

Signature 

Witness signature 

Name (in BLOCK CAPITALS) DAVID CAMP

Address FLAT 326, THE BLENHEIM CENTRE,
HOUSLOW, TW3 1NB