

128916/26

# MR01

## Particulars of a charge

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

**You can use the WebFiling**  
Please go to www.companies

THURSDAY

**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 an instrument. Use form MR08



\*A39FHAM1\*  
A28 05/06/2014 #376  
COMPANIES HOUSE

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. This will be scanned and placed on the public record.

|          |                        |                    |   |   |   |   |                                                                                                |   |   |
|----------|------------------------|--------------------|---|---|---|---|------------------------------------------------------------------------------------------------|---|---|
| <b>1</b> | <b>Company details</b> |                    |   |   |   |   | 13 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> For official use |   |   |
|          | Company number         | 0                  | 2 | 4 | 6 | 6 | 4                                                                                              | 7 | 2 |
|          | Company name in full   | R DELAMORE LIMITED |   |   |   |   |                                                                                                |   |   |

→ **Filling in this form**  
Please complete in typescript or in bold black capitals  
All fields are mandatory unless specified or indicated by \*

|          |                             |    |    |    |    |    |    |    |    |
|----------|-----------------------------|----|----|----|----|----|----|----|----|
| <b>2</b> | <b>Charge creation date</b> | d0 | d2 | m0 | m6 | y2 | y0 | y1 | y4 |
|----------|-----------------------------|----|----|----|----|----|----|----|----|

|          |                                                                                                                              |  |
|----------|------------------------------------------------------------------------------------------------------------------------------|--|
| <b>3</b> | <b>Names of persons, security agents or trustees entitled to the charge</b>                                                  |  |
|          | Please show the names of each of the persons, security agents or trustees entitled to the charge                             |  |
| Name     | VOLMARY GMBH                                                                                                                 |  |
| Name     |                                                                                                                              |  |
| Name     |                                                                                                                              |  |
| Name     |                                                                                                                              |  |
|          | If there are more than four names, please supply any four of these names then tick the statement below                       |  |
|          | <input type="checkbox"/> 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

FIXED SECURITY OVER ANY FREEHOLD, LEASEHOLD OR IMMOVEABLE PROPERTY EXCEPT THE LAND AND BUILDINGS ON THE NORTH SIDE OF MAIN ROAD, PARSON DROVE, WISBECH, CAMBRIDGESHIRE UNDER LAND REGISTRY TITLE NUMBER CB207306

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 *BIRKETT LLP* 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 **Rory Abel**

Company name **Birketts LLP**

Address **Kingfisher House**

**1 Gilders Way**

Post town **Norwich**

County/Region **Norfolk**

Postcode 

|  |   |   |   |  |   |   |   |  |
|--|---|---|---|--|---|---|---|--|
|  | N | R | 3 |  | 1 | U | B |  |
|--|---|---|---|--|---|---|---|--|

Country **England**

DX **DX 5230 NORWICH**

Telephone **01603 232300**



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

De



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 2466472

Charge code. 0246 6472 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd June 2014 and created by R. DELAMORE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th June 2014.

Given at Companies House, Cardiff on 10th June 2014



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

WE CERTIFY THIS TO  
BE A TRUE COPY OF  
THE ORIGINAL

3/6/14  
BIRKETT LLP

BIRKETT LLP  
KINGFISHER HOUSE, 1 GILDERS WAY NORWICH NR3 1UB

## DEBENTURE

THIS IS AN IMPORTANT DEED YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING

THIS DEBENTURE is dated on 02 JUNE 2014

### PARTIES

- (1) **VOLMARY GMBH** a company incorporated and registered in Germany with company number 012502 whose registered office is at Kaldenhofer Weg 70, Postfach 2721, 48155 Munster, Germany ("**Volmary**"), and
- (2) **THE COMPANY LISTED IN SCHEDULE 1** (the "**Company**")

### BACKGROUND

- (A) Volmary has agreed to provide the Company with financing and advance funds to the Company thereunder
- (B) As security for the performance of the Company's obligations to Volmary, the Company has agreed to enter into this debenture in favour of Volmary

### AGREED TERMS

#### 1 DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions

In this deed

"**Administrator**" means any one or more persons appointed as an administrator of the Company by Volmary under paragraph 14 of schedule B1 to the Insolvency Act,

"**Charged Property**" means the assets mortgaged, charged or assigned by the Company under this deed,

"**Dividends**" means all dividends, interest and other money payable in respect of the Investments,

"**Event of Default**" has the meaning given to that term in the Facility Agreement,

"**Facility Agreement**" means the facility agreement between the Company and Volmary dated on or about the date of this deed,

"**Finance Document**" means the Facility Agreement, the Security Documents (as defined in the Facility Agreement) and any other document designated as such by the Company and Volmary,

"**Financial Collateral Regulations**" means the Financial Collateral Arrangements (No 2) Regulations 2003 SI 2003/3226,

"**Insolvency Act**" means the Insolvency Act 1986,

"**Intellectual Property**" means all present and future rights of the Company in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing,

"**Investment**" means any

- (a) stock, share, bond or any form of loan capital of or in any legal entity,
- (b) unit in any unit trust or similar scheme,
- (c) warrant or other right to acquire any such investment,

and any offer, right or benefit in respect of any such investment other than Dividends,

"Lease" includes any underlease, tenancy, letting, licence, any document supplemental or collateral to any of them and any agreement to enter into any of them and the expression "tenant" construed accordingly

"LPA" means the Law of Property Act 1925,

"Permitted Security" means (i) the Security set out in Schedule 2 and (ii) any Security in favour of Volmary,

"Plant and Equipment" means any fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property which are not Real Property,

"Real Property" means

- (a) any freehold, leasehold or immoveable property save for the land and buildings on the north side of Main Road, Parson Drove, Wisbech, Cambridgeshire under Land Registry title number CB207306 (the "Parson Drove Property"),
- (b) any buildings, fixtures, fittings, fixed plant and machinery from time to time situated on or forming part of such property,

"Receiver" means any one or more persons appointed as a receiver, receiver and manager or administrative receiver under this deed,

"Secured Liabilities" means all obligations of the Company owed or expressed to be owed to Volmary whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity howsoever arising under or in connection with the Finance Documents (including, without limitation, all interest, commissions, fees and all legal and other costs, charges and other expenses), and

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement having or intended to have a similar effect

## 1 2 Interpretation

In this deed, unless a contrary indication appears

- (a) "obligations" means obligations and liabilities,
- (b) references to obligations include the whole or any part of them, present and future, actual and contingent,
- (c) any reference to "powers" include rights, powers, discretions and authorities, and
- (d) any reference to any asset include any proceeds of sale of any such asset

## 1 3 Incorporation

This deed incorporates any side letters between the parties to the extent required to ensure the validity of any purported disposition under this deed of any freehold or leasehold property under s 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

## 1 4 Continuation of undertakings

Any undertaking made by or obligation imposed on the Company in this deed will continue in force until Volmary is satisfied that it has no further obligation to provide financial accommodation to the Company, all the Secured Liabilities have been irrevocably paid or discharged in full and Volmary has confirmed the same to the Company in writing

## **2 UNDERTAKING TO PAY**

2.1 The Company undertakes with Volmary to pay the Secured Liabilities to Volmary when the same shall be or become due

2.2 The Company shall pay to Volmary interest on any amount not paid in accordance with this deed when due from the due date to the date of payment or discharge (as well after as before judgment and notwithstanding the liquidation or administration of the Company or any arrangement or composition with any creditors by the Company) at such rate(s) as may be set out in the documents regulating the Secured Liabilities from time to time or such other rate(s) as may be agreed between the Company and Volmary from time to time

## **3 FIXED SECURITY**

As continuing security for the payment of the Secured Liabilities the Company with full title guarantee

- (a) charges to Volmary by way of legal mortgage all Real Property owned by the Company at the date of this deed,
- (b) charges to Volmary by way of equitable mortgage any Real Property acquired by the Company after the date of this deed,
- (c) assigns to Volmary by way of fixed security its rights and interest in
  - (i) any present or future right to occupy any Real Property under licence,
  - (ii) rights under any present or future contract for the purchase of any Real Property and damages payable in respect of any such contract,
- (d) assigns to Volmary by way of equitable mortgage its rights and interest in
  - (i) any Investments,
  - (ii) any Dividends in respect of any Investments,
  - (iii) any other present or future Investment owned by the Company,
  - (iv) any Dividends in respect of any such other Investments,
- (e) charges to Volmary by way of fixed charge its rights and interest in
  - (i) its present and future goodwill and uncalled capital,
  - (ii) any present or future insurances in respect of any Charged Property and the proceeds of such insurances, and
  - (iii) any present or future Intellectual Property

## **4 FLOATING SECURITY**

4.1 Floating charge

As continuing security for the payment of the Secured Liabilities the Company charges to Volmary by way of floating charge with full title guarantee the whole of its assets to the extent that such assets are not effectively mortgaged, charged or assigned to Volmary by way of fixed



security under clause 3 (Fixed Security) but for the avoidance of doubt excluding the Parson Drove Property

#### 4.2 Conversion

Subject to clause 4.3 (Moratorium under Insolvency Act), Volmary may at any time by notice to the Company convert the floating charge created by clause 4.1 (Floating Charge) into a fixed charge as regards any assets specified in the notice if

4.2.1 an Event of Default has occurred, or

4.2.2 in the opinion of Volmary such assets are at risk of becoming subject to any Security (other than a Permitted Security) or are otherwise at risk of ceasing to be within the ownership or control of the Company

#### 4.3 Moratorium under Insolvency Act

Volmary shall not be entitled to convert the floating charge created by clause 4.1 (Floating Charge) into a fixed charge as a result only of the Company obtaining a moratorium or anything done with a view to obtaining a moratorium under s. 1A of and schedule A1 to the Insolvency Act

#### 4.4 Qualifying floating charge

Paragraph 14(2)(a) of schedule B1 to the Insolvency Act applies to the floating charge created by clause 4.1 (Floating Charge) which is a "qualifying floating charge" for the purpose of paragraph 14(1) of schedule B1 to the Insolvency Act

### 5 INVESTMENTS

#### 5.1 Deposit of certificates

The Company shall if requested by Volmary deposit with Volmary

5.1.1 any certificates or other documents of title to each Investment owned by the Company on such date,

5.1.2 on the date of the acquisition of any Investment acquired by the Company after the date of this deed or on the withdrawal of any Investment owned by the Company from any clearance system, the certificates or other documents of title to each such Investment,

5.1.3 duly executed undated blank transfers in respect of each such Investment and forms of waiver of any pre-emption rights necessary to enable such transfers to be registered

#### 5.2 Payment of money due

The Company shall promptly pay all money which may from time to time be due in respect of any Investment forming part of the Charged Property

#### 5.3 Nominees

If any Investment forming part of the Charged Property is registered in the name of a nominee the Company shall on demand provide to Volmary an equitable mortgage over such Investment or power of attorney or acknowledgement of the rights created by this deed over such Investment in favour of Volmary in such terms as Volmary may require duly executed by or on behalf of such nominee

5 4 Completion of transfers

Volmary may at any time complete any transfers of any Investment delivered to it under clause 5 1 3 in favour of itself or any nominee for it as transferee and may present the same for registration

5 5 Dividends and voting rights before Event of Default

Until the occurrence of an Event of Default

5 5 1 the Company shall be entitled to receive all Dividends in respect of any Investment forming part of the Charged Property free from the security created by this deed, and

5 5 2 the Company will be entitled to exercise all voting rights attached to any Investment forming part of the Charged Property and if Volmary is registered as the holder of any such Investment it will exercise all voting rights attached to it as directed by the Company

5 6 Dividends and voting rights after Event of Default

After the occurrence of an Event of Default

5 6 1 if any Investment forming part of the Charged Property is not then registered in the name of Volmary or a nominee for Volmary, Volmary will be entitled to become so registered or to procure registration in the name of a nominee,

5 6 2 all Dividends will be payable to Volmary and may be applied by Volmary in reduction of the Secured Liabilities whether or not any Investment forming part of the Charged Property is registered in the name of Volmary or any nominee for Volmary or in the name of the Company or any nominee for the Company,

5 6 3 Volmary will be entitled at its discretion to exercise or procure the exercise of all voting rights attached to any Investment forming part of the Charged Property that is registered in the name of Volmary or any nominee for Volmary for the purpose only of preserving the value of such Investment or realising the security over such Investment created by this deed, and

5 6 4 the Company shall exercise or procure the exercise of any voting rights attached to any Investment forming part of the Charged Property that is registered in the name of the Company or any nominee for the Company as directed by Volmary for the purpose mentioned in clause 5 6 3

5 7 Dematerialisation

The Company must promptly take all action required for the rematerialisation of any Investments forming part of the Charged Property held in dematerialised form in a clearance system

**6 NEGATIVE UNDERTAKINGS**

6 1 Negative pledge

The Company shall not create or permit to subsist any Security over any of the Charged Property other than a Permitted Security

6 2 Disposals

The Company shall not sell, transfer, lease or otherwise dispose or purport or agree to dispose of

6 2 1 any of its assets which are expressed to be mortgaged by way of legal or equitable mortgage, assigned by way of security or charged by way of fixed security or charge to Volmary under clause 3 (Fixed Security), or

6 2 2 any of its other assets other than on arms length terms in the ordinary course of its trading

## 7 UNDERTAKINGS RELATING TO THE CHARGED PROPERTY

### 7 1 Repair

The Company shall

7 1 1 keep the Charged Property which is of a repairable nature in good and substantial repair and condition,

7 1 2 not, without first obtaining the written consent of Volmary , make any structural alterations or additions to or carry out any development on or make any planning or similar application relating to any of the Charged Property, and

If the Company fails to comply with the undertakings in clause 7 1 1 or clause 7 1 2 above Volmary will be entitled to repair and maintain the Charged Property and carry out works of reinstatement at the cost of the Company and will for this purpose have the rights of entry set out in this clause

### 7 2 Proprietorship

The Company shall not permit any person

7 2 1 to be registered as proprietor under the Land Registration Act 2002 of any Charged Property nor create or permit to arise any interest of such Act affecting any Charged Property, or

7 2 2 to become entitled to any proprietary right or interest which might affect the value of any Charged Property

### 7 3 Notification of acquisitions and disposals

The Company shall promptly notify Volmary of any proposal, contract, conveyance, option, transfer or other disposition involving the acquisition by the Company of any interest in any Real Property or, without prejudice to clause 6 (Negative Undertakings), any sale, lease, transfer or other disposal by the Company of an interest in any Real Property

### 7 4 Powers of leasing

The Company's statutory and any other powers of entering into Leases and accepting or agreeing to accept surrenders of Leases are excluded and shall not be exercisable by the Company in relation to the Charged Property and the Company shall not without the prior written consent of Volmary

7 4 1 part with possession or occupation of, confer any licence or right to occupy nor confer any interest in any Charged Property,

7 4 2 grant any permission to assign, underlet or part with possession or occupation of any Charged Property,

7 4 3 agree or permit any amendment to or waiver of the terms of any Lease (including any Lease under which the Company is tenant), or

7 4 4 exercise any power to determine any Lease

7 5 Right of entry

The Company shall permit Volmary, its agents and contractors at reasonable times and upon reasonable notice (or at any time without notice after the occurrence of an Event of Default or in case of emergency) to enter into or upon any Charged Property without becoming liable as mortgagee in possession

7 5 1 to view the state and condition of or to value it,

7 5 2 to comply with or object to any direction or notice or other matter served upon the Company, and

7 5 3 to carry out at the cost of the Company any repairs or maintenance or to take any action which Volmary considers necessary or desirable in connection with any Charged Property to procure compliance with any obligation of the Company in this deed

7 6 Information undertaking

7 6 1 The Company shall supply to Volmary

7 6 1 1 as soon as the same become available, but in any event within five months after the end of each of its financial years its audited financial statements for that financial year, and

7 6 1 2 within 10 days of Volmary's request, financial reports for such period as Volmary specifies in its request which will include the Company's levels of inventory and receivables for that period in such detail as Volmary may specify and such other information as Volmary may require

7 6 2 The Company shall ensure that each set of financial statements delivered pursuant to clause 7 6 1 1 is prepared using generally accepted accounting principles in the United Kingdom consistently applied

7 6 3 The Company shall ensure that each set of financial reports delivered pursuant to clause 7 6 1 2 fairly states the financial condition of the Company as at the end of the period to which they relate and the results of its operations for that financial period

7 7 Documents of title

Subject to the terms of any prior ranking Permitted Security the Company shall deposit with Volmary all deeds and documents of title relating to the Charged Property

7 8 Insurances

7 8 1 Subject to the terms of any prior ranking Permitted Security hold on trust for Volmary all proceeds of any insurances of the Charged Property Notwithstanding this clause 7 8 1, the Company may hold and apply the proceeds in making good the relevant loss or damage in accordance with the terms of any of the Finance Documents, or failing such application in accordance with such terms, at the option of Volmary the Company shall apply the proceeds in making good the relevant loss or damage or to reduce the Secured Liabilities

7 8 2 Subject to the terms of any prior ranking Permitted Security where required by Volmary, deposit with Volmary all insurance policies (or copies where Volmary agrees)

7 9 Failure to comply

If the Company fails to comply with any of its obligations under this deed Volmary may take such steps as it considers appropriate to procure compliance with such obligations at the cost of the Company

## 8 ENFORCEMENT OF SECURITY

### 8.1 Volmary' powers

The security constituted by this deed shall become enforceable in accordance with clause 12.18 of the Facility Agreement and Volmary may immediately or at any time thereafter

8.1.1 appoint one or more persons as an Administrator of the Company in accordance with schedule B1 to the Insolvency Act,

8.1.2 exercise the power of sale and all other powers conferred by s 101 of the LPA as varied or extended by this deed,

8.1.3 subject to s 72A of and paragraph 43 of Schedule A1 to the Insolvency Act, appoint one or more persons as a receiver and manager or administrative receiver of any Charged Property,

8.1.4 exercise all the powers conferred on a Receiver by this deed, the LPA and the Insolvency Act,

8.1.5 by notice to the Company end the Company's right to possession of all or any Real Property forming part of the Charged Property and enter into possession of all or such part of such Real Property,

8.1.6 to the extent that this deed constitutes a "security financial collateral arrangement" as defined in the Financial Collateral Regulations, appropriate any Charged Property which constitutes "financial collateral" as defined in the Financial Collateral Regulations in or towards satisfaction of the Secured Liabilities and Volmary shall value such Charged Property by reference to an independent valuation or other procedure selected by Volmary acting reasonably

### 8.2 Powers under the LPA

8.2.1 S 103 of the LPA will not apply to this deed

8.2.2 The power of sale and all other powers conferred by s 101 of the LPA as varied or extended by this deed will arise upon execution of this deed by the Company

### 8.3 Administrators

If Volmary appoints two or more persons as Administrator of the Company, the appointment may specify whether those persons are to act jointly or concurrently

### 8.4 Receivers

8.4.1 Volmary may appoint any Receiver upon such terms as to remuneration and otherwise as Volmary thinks fit and the maximum rate specified in s 109(6) of the LPA shall not apply

8.4.2 Any Receiver will be the agent of the Company for all purposes and the Company will be responsible for such Receiver's acts and defaults and for his remuneration, costs, fees, taxes and expenses to the exclusion of liability on the part of Volmary

8.4.3 Where two or more persons are appointed as Receiver any act authorised to be done by the Receiver may be done by all of them acting jointly or by any one or more of them acting severally

8 4 4 Volmary may at any time by writing remove any Receiver (subject to the obtaining of any required order of the court in the case of an administrative receiver) whether or not Volmary appoints any other person as Receiver in his place

## 9 POWERS OF RECEIVER AND VOLMARY

### 9 1 Statutory powers

A Receiver shall have and be entitled to exercise all the powers conferred on a receiver by the LPA and, whether or not such a Receiver is an administrative receiver, all the powers conferred upon an administrative receiver by schedule 1 to the Insolvency Act which powers are incorporated in this deed

### 9 2 Additional powers

By way of addition to and without limiting any other powers referred to in this clause a Receiver shall have power (both before and after the commencement of any liquidation of the Company) to do every act and thing and exercise every power

9 2 1 which the Company would have been entitled to do or exercise if no Receiver had been appointed or which the Receiver would have been entitled to do or exercise if the Receiver were the absolute legal and beneficial owner of the Charged Property,

9 2 2 which such Receiver in his absolute discretion considers necessary or desirable for maintaining or enhancing the value of any Charged Property or for or in connection with the enforcement of the Security created by this deed or the realisation of any Charged Property,

and may use the name of the Company in connection with any exercise of such powers

### 9 3 Prior encumbrances

At any time after the security given by this deed has become enforceable, Volmary may redeem any prior Security against the Charged Property or procure a transfer of such Security to itself and may agree the accounts of the person entitled to that Security and any accounts so agreed will be binding on the Company Any money paid by Volmary in connection with a redemption or transfer of any prior Security will form part of the Secured Liabilities

### 9 4 Possession

If Volmary, any Receiver or any delegate of either of them takes possession of any Charged Property it may go out of possession at any time

## 10 DELEGATION OF POWERS BY VOLMARY OR RECEIVER

### 10 1 Delegation

Volmary or any Receiver may from time to time delegate by power of attorney or in any other manner to any person any powers which are for the time being exercisable by the Volmary or a Receiver under this deed in relation to any Charged Property and any such delegation may be made upon such terms as Volmary or such Receiver may think fit

### 10 2 Liability for delegates

Neither Volmary nor any Receiver will be in any way liable or responsible to the Company for any loss or damage arising from any act or omission on the part of any such delegate unless such loss or damage is caused by the fraud, gross negligence or wilful misconduct of the delegate

**11 EXCLUSION OF LIABILITY**

**11 1 No obligation to recover**

Neither Volmary nor any Receiver is under any obligation to take action to collect any money or enforce any rights comprised in the Charged Property whether or not it is in possession of the relevant Charged Property

**11 2 Liability as mortgagee in possession**

If Volmary or any Receiver takes possession of any Charged Property, it will not be liable to account to the Company for anything except actual receipts or be liable to the Company for any loss arising from any realisation of any Charged Property or for any default or omission for which a receiver or mortgagee in possession would be liable

**11 3 Losses on enforcement**

Volmary or any Receiver will not be liable to the Company for any loss or damage arising from

11 3 1 any sale of any Charged Property,

11 3 2 any act, default or omission of Volmary or any Receiver in relation to any Charged Property, or

11 3 3 any exercise or non-exercise by Volmary or any Receiver of any power conferred upon it in relation to any Charged Property by or pursuant to this deed or by the LPA,

unless such loss or damage is caused by the fraud, gross negligence or wilful misconduct of the Volmary or any Receiver

**12 REIMBURSEMENT AND INDEMNITY**

**12 1 Reimbursement**

The Company shall pay to Volmary on demand

12 1 1 any money paid by Volmary or any Receiver

12 1 1 1 as a result of Volmary or any Receiver taking action which the Volmary or any Receiver considers necessary or desirable in connection with any Charged Property or to procure compliance with any obligation of the Company in this deed, or

12 1 1 2 in respect of any action or thing expressed in this deed to be done at the cost of the Company,

12 1 2 all costs, fees, taxes and expenses incurred by Volmary or any Receiver under or in connection with this deed's enforcement and/or the preservation of Volmary's rights under this deed

**12 2 Indemnity**

The Company shall indemnify each of Volmary and any Receiver against all liabilities, claims and expenses whether arising out of contract or in tort or in any other way (including any liability under any environmental law) which it may at any time incur in connection with anything done or omitted to be done in the exercise or purported exercise of its powers pursuant to this deed unless such liabilities, claims and expenses are caused by its fraud, gross negligence or wilful misconduct

**13 APPLICATION OF SUMS REALISED**

**13 1 Order of application**

Subject to claims having priority to the Security created by this deed all money recovered by Volmary or any Receiver as a result of the enforcement of this deed or otherwise by reason of the Security created by this deed will be applied in the following order

13 1 1 in payment of all costs, fees, taxes and expenses incurred by Volmary or any Receiver in or pursuant to the exercise of the powers set out in this deed and all other outgoings properly payable by any Receiver,

13 1 2 in payment of remuneration to any Receiver,

13 1 3 in or towards payment of the Secured Liabilities, and

13 1 4 the balance (if any) will be applied as required by law

**13 2 Contingent or future liabilities**

If any money is received by Volmary or a Receiver as a result of the enforcement of this deed or otherwise by reason of the Security created by this deed at a time when the Secured Liabilities include contingent or future liabilities Volmary or any Receiver may hold some or all of such money in a suspense account

**14 PROTECTION OF PERSONS DEALING WITH VOLMARY OR RECEIVER**

**14 1 No person dealing with Volmary or any Receiver will be concerned to enquire**

14 1 1 whether any event has happened upon which any of the powers conferred by this deed may have arisen or be exercisable,

14 1 2 otherwise as to the propriety or regularity of any exercise of the powers conferred by this deed or of any act purporting or intended to be in exercise of such powers, or

14 1 3 whether any Secured Liabilities remain owing

**15 FURTHER ASSURANCE**

When required by Volmary or any Receiver the Company shall, at its own cost

15 1 1 execute a charge by way of legal mortgage, assignment by way of security or fixed charge over any assets of the Company and such legal mortgage, assignment or charge shall secure the Secured Liabilities and contain a power of sale which arises immediately upon execution, provisions excluding s 93 of the LPA and the restrictions contained in s 103 of the LPA and such other provisions including any similar to those in this deed as Volmary may reasonably require,

15 1 2 execute any documents or do any other thing which Volmary or any Receiver may require for perfecting or protecting any Security created by this deed or in connection with the exercise of any powers given to Volmary or any Receiver under this deed, and

15 1 3 convey, transfer, assign or otherwise deal with any Charged Property in such manner as Volmary or any Receiver may require in connection with any enforcement of any Security created by this deed



**16 POWER OF ATTORNEY BY THE COMPANY**

The Company irrevocably and by way of security appoints each of Volmary, any person selected by Volmary and any Receiver its attorney in each case (with full power to appoint substitutes and to delegate) severally in its name and on its behalf to execute any document or do any act or thing which

16 1 1 the Company is entitled to execute or do in relation to the Charged Property including giving a receipt for any money and exercising any rights or remedies forming part of the Charged Property, or

16 1 2 the Company is obliged to execute or do under this deed

**17 DISCHARGE OF SECURITY**

**17 1 Discharge conditional**

Any discharge of the Company by Volmary in reliance on a payment or security received by Volmary will cease to be effective if that payment or security is avoided, reduced or invalidated for any reason and Volmary will be entitled to recover from the Company on demand the amount of the Secured Liabilities discharged by such payment or security

**17 2 Retention of security**

Following any discharge of the Company made by Volmary in reliance on a payment or security Volmary may retain the security constituted by this deed until the expiry of the maximum period within which such payment or security can be avoided, reduced or invalidated for any reason. If the person making such payment or giving such security goes into liquidation or administration or equivalent proceedings in any foreign jurisdiction within that period Volmary may retain the security constituted by this deed for as long as it thinks fit

**18 REDEMPTION**

After the repayment or discharge in full of the Secured Liabilities and provided that Volmary is satisfied that Volmary is not under any obligation to provide financial accommodation to the Company Volmary will at the request and cost of the Company release the Charged Property from the Security created by this deed

**19 MISCELLANEOUS**

**19 1 Possession**

The Company shall be entitled to possession of any Real Property forming part of the Charged Property until termination of such right by Volmary under clause 8 1 (Volmary' Powers)

**19 2 Third Party Rights**

A person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this deed

**19 3 Continuing Security**

This deed is a continuing security and extends to the balance from time to time of the Secured Liabilities irrespective of any intermediate payment of monies due to Volmary

**19 4 Other Security**

This deed is in addition to and will not in any way be prejudiced or affected by the holding or release by Volmary or any other person of any other Security at any time held by Volmary

**19 5 Consolidation**

The restrictions on the right of consolidating mortgage securities contained in s 93 of the LPA will not apply to this deed

19.6 Notices

Volmary may deliver a notice, demand or other communication to Volmary at its registered office or at the contact details last known to Volmary. Any notice, demand or other communication given by Volmary shall be deemed to have been received if sent by fax or email, the time of transmission, if given by hand, at the time of actual delivery or if posted, on the second working day following the day on which it was despatched by prepaid first class post.

A notice from the Company will be effective on receipt.

19.7 Counterparts

This deed may be executed in any number of counterparts, and this has the same effect as if the signatories and the counterparts were on a single copy of this deed.

19.8 Land Registry Consent

By executing this deed the Company consents to the entry of the following restriction against any registered titles (and any unregistered properties subject to compulsory first registration) which are at any time subject to this deed:

"No disposition or specify type of disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of the restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge [date] in favour of Volmary Capital Limited (Company No 07831099) referred to in the charges register."

20 LAW

This deed and any non-contractual obligations arising out of or in connection with this deed shall be governed by English law.

21 GOVERNING LAW AND JURISDICTION

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

21.2 The parties to this Agreement 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 Agreement or its subject matter or formation (including non-contractual disputes or claims). Nothing in this Clause shall limit the right of Volmary to take proceedings against the Company in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

This deed has been executed and delivered as a deed by the Company and Volmary on the date shown at the beginning of this deed.

**SCHEDULE 1**  
**THE COMPANY**

|                                                                             |                                                                   |
|-----------------------------------------------------------------------------|-------------------------------------------------------------------|
| <b>Company</b>                                                              | R Delamore Limited                                                |
| <b>Company's Registered Number</b>                                          | 02466472                                                          |
| <b>Company's Registered Office</b>                                          | Station Road, Wisbech St Mary, Wisbech Cambridgeshire PE13<br>4RY |
| <b>Company's Business Address (if different from its Registered Office)</b> |                                                                   |

**SCHEDULE 2**  
**PERMITTED SECURITY**

Details of any Permitted Security -

- 1 debenture granted in favour of National Westminster Bank Plc dated 20 December 2007
- 2 fixed charge granted in favour of National Westminster Bank Plc dated 18 October 2004
- 3 fixed charge granted in favour of National Westminster Bank Plc dated 18 October 2004
- 4 debenture granted in favour of Paul Murray as Security Trustee dated 20 December 2007
- 5 fixed charge granted in favour of Paul Murray as Security Trustee dated 31 August 2010
- 6 fixed charge granted in favour of Paul Murray as Security Trustee dated 31 August 2010
- 7 deed of confirmation granted in favour of Paul Murray as Security Trustee dated 31 August 2010
- 8 debenture granted in favour of RBS Invoice Finance Limited dated 2 May 2013
- 9 any security granted or to be granted as permitted under clause 11.8.1 of the Facility Agreement

EXECUTED by  
VOLMARY GMBH  
acting by a director  
in the presence of

Director

Witness signature

Witness name

Address

Occupation

EXECUTED by THE COMPANY  
acting by two directors or one director  
in the presence of a witness

  
Director

JE BANTON  
Print Name

  
Director/Company Secretary

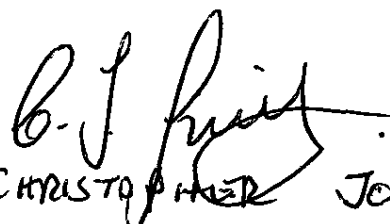
W.M. Eady.  
Print Name

Witness signature

Witness name

Address

Occupation

  
CHRISTOPHER JOHN FINLAY  
18 SLEIGHTS DRIVE  
WISBECH, CAMBS PE14 7BT  
DIRECTOR