



Registration of a Charge

Company Name: **FALCONWOOD EMPLOYMENT AGENCY LIMITED**

Company Number: **00572571**



Received for filing in Electronic Format on the: **09/03/2023**

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Details of Charge

Date of creation: **09/03/2023**

Charge code: **0057 2571 0011**

Persons entitled: **BIZLEND LIMITED**

Brief description: **ALL INTELLECTUAL PROPERTY**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ROGER PETTY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 572571

Charge code: 0057 2571 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th March 2023 and created by FALCONWOOD EMPLOYMENT AGENCY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th March 2023 .

Given at Companies House, Cardiff on 10th March 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

THIS DEBENTURE is made on 09/03/2023

PARTIES

- (1) **Falconwood Employment Agency Limited** (company number **00572571**) a company incorporated in **ENGLAND AND WALES** and whose registered office is at **187 High Street, Bromley, Kent, BR1 1NN** (the “**Chargor**”); and
- (2) **Bizlend Limited** (company number **11608105**) a company incorporated in **ENGLAND AND WALES** and whose registered office is at **1st Floor West Davidson House, Forbury Square, Reading, Berkshire, United Kingdom, RG1 3EU** (the “**Lender**”).

RECTIALS

- (A) The Chargor has agreed to enter into this Deed for the purpose of providing credit support to the Lender for all the Chargor’s present and future obligations and liabilities to the Lender whatsoever.
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed the following terms have the meanings set out opposite them:

“ Administrator ”	any person appointed under the Insolvency Act 1986 to manage the Chargor’s business and assets.
“ Book Debts ”	all present and future book and other debts, and monetary claims due or owing to the Chargor, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Chargor in relation to any of them.
“ Borrower ”	Falconwood Employment Agency Limited (company number 00572571)
“ Business Days ”	a day (other than a Saturday or Sunday) on which banks are open for general business in London and New York.
“ Deed ”	has the meaning set out in the heading to this Deed and includes all extensions, renewals, amendments and other modifications and restatements thereof. Any reference herein to this “ Deed ” includes these terms.
“ Designated Account ”	Account Number: 15911260 and Sort Code: 309253
“ Event of Default ”	any of the following events: <ol style="list-style-type: none">(a) the Chargor breaches or violates any covenant, agreement or other obligation contained in this Deed;(b) the Borrower fails to pay any of the Secured Liabilities when due, unless its failure to pay is caused solely by an

administrative error or technical problem and payment is made within three Business Days of its due date and payment is made within three Business Days of its due date;

- (c) the Borrower fails (other than a failure to pay) to comply with any provision of this Deed or any document under which the Borrower owes obligations to the Lender and (if the Lender considers, acting reasonably, that the failure to comply is capable of remedy) such failure to comply is not remedied within 14 days of the earlier of the Lender notifying the Borrower of the failure to comply and the remedy required and the Borrower becoming aware of the failure to comply;
- (d) the Borrower sells, assigns, conveys or otherwise transfers all or substantially all of its assets or makes or sends any notice of an intended bulk sale of its properties and assets without, in any such case, (i) the prior express written consent of the Lender, which the Lender may give or withhold in its sole discretion, and (ii) the written agreement of any purchaser or transferee to the assumption of all of the Borrower's obligations under this Deed pursuant to documentation satisfactory to the Lender in its sole discretion;
- (e) the Borrower reorganizes, merges or consolidates with, or otherwise effects a business combination with, any Person, as a result of which the ownership of the Borrower after such transaction is materially different than such ownership immediately prior to such transaction, without, in any such case, (i) the prior express written consent of the Lender, which the Lender may give or withhold in its sole discretion, and (ii) the written agreement of the surviving Person in such reorganization, merger, consolidation or other business combination, as the case may be, to the assumption of all of the Borrower's obligations under this Deed pursuant to documentation satisfactory to the Lender in its sole discretion;
- (f) any change of ownership of the Borrower without the express written consent of the Lender in its sole discretion;
- (g) the Borrower takes any action, or fails to take any action, that could have the effect of encumbering the cash flow of its business or unduly straining the viability of its operations;
- (h) any owner/guarantor revokes or otherwise terminates its guarantee, or such guarantee otherwise becomes invalid or unenforceable;
- (i) any representation, warranty or statement made, repeated or deemed made by the Borrower to the Lender is (or

proves to have been) incomplete, untrue, incorrect or misleading when made, repeated or deemed made;

- (j) the Borrower suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business;
- (k) any Financial Indebtedness is not paid when due nor within any originally applicable grace period;
- (l) any Financial Indebtedness becomes due, or capable of being declared due and payable, before its stated maturity because of an event of default (however described);
- (m) any commitment for any Financial Indebtedness is cancelled or suspended by a creditor of the Borrower because of an event of default (however described);
- (n) any creditor of the Borrower becomes entitled to declare any Financial Indebtedness due and payable before its stated maturity because of an event of default (however described);
- (o) the Borrower stops, or suspends, payment of any of its debts or is unable to, or admits its inability to, pay its debts as they fall due;
- (p) the Borrower commences negotiations, or enters into any composition, compromise, assignment or arrangement, with one or more of its creditors (excluding the Lender) with a view to rescheduling any of its indebtedness (because of actual or anticipated financial difficulties);
- (q) a moratorium is declared in respect of any indebtedness of the Borrower;
- (r) any action, proceedings, procedure or step is taken in relation to the suspension of payments, a moratorium in respect of any indebtedness, winding-up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Borrower;
- (s) any action, proceedings, procedure or step is taken in relation to a composition, compromise, assignment or arrangement with any creditor of the Borrower;
- (t) any action, proceedings, procedure or step is taken in relation to the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Borrower or any of its assets;

- (u) the value of the Borrower's assets is less than its liabilities (taking into account contingent and prospective liabilities);
- (v) any event occurs in relation to the Borrower similar to those set out in paragraphs (o) to (u) (inclusive) under the laws of any applicable jurisdiction;
- (w) control of the Borrower's goods is taken or a distress, attachment, execution, expropriation, sequestration or other analogous legal process in any jurisdiction is levied, enforced or sued out on, or against, the Borrower's assets and is not discharged or stayed within 21 days;
- (x) any Security on or over the assets of the Borrower becomes enforceable;
- (y) all or any part of this Deed or any document under which the Borrower owes obligations to the Lender is or becomes invalid, unlawful, unenforceable, terminated, disputed or ceases to be effective or to have full force and effect or it becomes unlawful for any party to this Deed or any document under which the Borrower owes obligations to the Lender (other than the Lender) to perform any obligation under this Deed or that document;
- (z) any party to this Deed or any document under which the Borrower owes obligations to the Lender (other than the Lender) repudiates or rescinds or shows an intention to repudiate or rescind this Deed or that document; or
- (aa) any event occurs (or circumstances exist) that in the opinion of the Lender, has or is likely to materially and adversely affect the Borrower's ability to perform all or any of its obligations under, or otherwise comply with the terms of, this Deed or any document under which the Borrower owes obligations to the Lender.

**“Financial
Indebtedness”**

any indebtedness of the Borrower for or in respect of:

- (a) borrowing or raising money, including any premium and any capitalised interest on that money;
- (b) any bond, note, loan stock, debenture, commercial paper or similar instrument;
- (c) any acceptance credit facility or dematerialised equivalent, bill discounting, note purchase or documentary credit facilities;
- (d) monies raised by selling, assigning or discounting receivables or other financial assets on terms that recourse may be had to the Borrower in the event of non-payment of such receivables or financial assets when due;

- (e) any deferred payments for assets or services acquired, other than trade credit that is given in the ordinary course of trade and which does not involve any deferred payment of any amount for more than 60 days;
- (f) any capital balance outstanding under any finance lease;
- (g) any counter-indemnity obligation in respect of any guarantee, bond, indemnity, standby letter of credit or other instrument issued by a third party in connection with the Borrower's performance of a contract;
- (h) any other transaction that has the commercial effect of borrowing (including any forward sale or purchase agreement and any liabilities which are not shown as borrowed money on the Borrower's balance sheet because they are contingent, conditional or otherwise);
- (i) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and when calculating the value of any derivative transaction, only the marked to market value shall be taken into account); and
- (j) any guarantee, counter-indemnity or other assurance against financial loss that the Borrower has given for any indebtedness of the type referred to in any other paragraph of this definition incurred by any person.

When calculating Financial Indebtedness, no liability shall be taken into account more than once.

“Group”

the Chargor and its subsidiaries for the time being.

“Insolvency Act”

Insolvency Act 1986 and any secondary legislation made under it.

“Intellectual Property”

- (a) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of the Chargor (which may now or in the future subsist).

“Investments”

all shares, stocks, debentures, bonds or other securities or investments owned by the Chargor or held by any nominee or trustee on its behalf (including without limitation any dividend, interest or other distribution paid or payable and any right, money or property accruing or offered at any time by way of redemption,

	substitution, exchange, bonus or preference, under option rights or otherwise).
“LPA”	Law of Mortgaged Property Act 1925.
“Mortgaged Property”	all freehold or leasehold property included in the definition of Security Asset.
“Receiver”	a receiver or receiver and manager or administrative receiver, in each case appointed under this Deed.
“Relevant Contract”	an appointment of a managing agent, an appointment of an asset manager, or an agreement relating to the purchase of a property by the Chargor.
“Rental Income”	all amounts paid or payable to the Chargor in connection with the letting, licencing or use of the Mortgaged Property including without limitation rent, deposits, premia, tenant contributions, insurance payouts, damages and compensation.
“Secured Liabilities”	all present and future obligations and liabilities of the Borrower and the Chargor to the Lender, whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever and whether or not the Lender was an original party to the relevant transaction and in whatever name or style, together with all interest (including, without limitation default interest) accruing in respect of those obligations and liabilities; except for any obligation which, if it were so included, would result in this Deed contravening section 678 or 679 of the Companies Act 2006.
“Security”	any mortgage, charge, pledge, trust, assignment by way of security, hypothecation, lien, or any other arrangement for the purpose of or having a similar effect to creating security or any title retention rights or any set off rights created by agreement.
“Security Assets”	any asset of the Chargor which is, or is expressed to be, subject to any Security created by this Deed.
“Specific Mortgaged Property”	N/A
“Town and Country Planning Acts”	any statute for the time being in force relating to town and country planning.

1.2 Interpretation

In this Deed:

- (a) clause headings shall not affect the interpretation of this Deed;
- (b) a person includes an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);

- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (d) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (e) a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this Deed shall be binding on, and enure to the benefit of, the parties to this Deed and their respective personal representatives, successors, permitted assigns and permitted transferees;
- (f) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (g) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- (h) a reference to writing or written includes fax and email;
- (i) an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (j) a reference to this Deed (or any provision of it) or to any other agreement or document referred to in this Deed is a reference to this Deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Deed) from time to time;
- (k) unless the context otherwise requires, a reference to a clause is to a clause of, this Deed;
- (l) any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (m) a reference to an amendment includes a novation, supplement or variation (and amend and amended shall be construed accordingly);
- (n) a reference to assets includes present and future properties, undertakings, revenues, rights and benefits of every description;
- (o) a reference to an authorisation includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration or resolution;
- (p) a reference to continuing in relation to an Event of Default means an Event of Default that has not been remedied or waived;
- (q) a reference to determines or determined means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and
- (r) 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.

2. COVENANT TO PAY

- 2.1 The Chargor agrees with the Lender that it will pay and/or discharge the Secured Liabilities when the same are due and payable.

3. SECURITY

- 3.1 As continuing security for the payment and/or discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Lender:

- 3.1.1 by way of first **legal mortgage**, the Specific Mortgaged Property;
- 3.1.2 by way of first fixed charge any freehold or leasehold property (excluding any property charged by Clause 3.1.1) now and in the future owned by the Chargor or in which the Chargor may have an interest;
- 3.1.3 by way of first **fixed charge**, all buildings, fixtures, fittings and fixed plant and machinery on the Chargor's freehold or leasehold property;
- 3.1.4 by way of first **fixed charge**, the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of the Chargor's freehold or leasehold property or any moneys paid or payable in respect of those covenants;
- 3.1.5 by way of first **fixed charge**, all Rental Income present or future;
- 3.1.6 by way of first **fixed charge**, all Investments from time to time owned by the Chargor or in which it has an interest;
- 3.1.7 by way of first **fixed charge**, all Intellectual Property;
- 3.1.8 by way of first **fixed charge**, all fixed plant and machinery owned by the Chargor or in its possession;
- 3.1.9 by way of first **fixed charge**, any credit balance on any bank account of the Chargor;
- 3.1.10 by way of first **fixed charge**, all indebtedness or liabilities owing to the Chargor from any member of the Chargor's Group;
- 3.1.11 by way of first **fixed charge**, all the Chargor's book and other debts and all other money's owing to it;
- 3.1.12 by way of first **fixed charge**, all the Chargor's rights and claims under all insurance policies in which the Chargor has an interest from time to time;
- 3.1.13 by way of first **fixed charge**, all the Chargor's rights and claims under all leases and Relevant Contracts to which the Chargor is party from time to time;
- 3.1.14 by way of first **fixed charge**, all the Chargor's goodwill and uncalled capital and the benefit of all authorisations in relation to any Security Asset; and
- 3.1.15 by way of first **floating charge**, all the Chargor's property, assets and rights from time to time not subject to a fixed charge under this Deed.

- 3.2 The floating charge created by Clause 3.1.15 is a qualifying floating charge in accordance with paragraph 14 of Schedule B1 Insolvency Act.
- 3.3 The floating charge created by this Deed will automatically without notice be converted into a fixed charge over those assets concerned:
- 3.3.1 if, without the Lender's prior written consent, the Chargor creates or attempts to create any Security over all or any of its assets charged by way of floating charge;
 - 3.3.2 if any person levies or attempts to levy any distress, execution or other process against such assets;
 - 3.3.3 if any person presents a petition to wind up the Chargor or applies for an administration order; or
 - 3.3.4 upon the enforcement of this Deed.
- 3.4 The Lender may by notice to the Chargor at any time convert the floating charge created by Clause 3.1.15 into a fixed charge as regards any of the assets specified in the notice.

4. **RESTRICTIONS**

- 4.1 The Chargor agrees with the Lender that it will not, without the Lender's prior written consent:
- 4.1.1 create or permit to subsist, in favour of any person other than the Lender, any Security on the whole or any part of the Mortgaged Property, present or future, other than in favour of the Lender except for those previously disclosed to the Lender in writing prior to the date of this Deed (and to which the Lender has consented in writing);
 - 4.1.2 dispose of the Specific Mortgaged Property; and
 - 4.1.3 dispose of any Security Assets charged by way of floating charge other than for market value in the ordinary course of business.
- 4.2 The Chargor consents to the Lender applying to the Land Registry in form RX1 to register the following restriction against the titles relating to the Specific Mortgaged Property (or otherwise in relation to a Mortgaged Property) or which is the subject of first registration of title:

“RESTRICTION

No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor of the charge dated **09/03/2023** in favour of Bizfund LLC referred to in the charges register or its solicitors”

5. **REPRESENTATIONS AND WARRANTIES**

- 5.1 The Chargor hereby represents and warrants to and for the benefit of the Lender that:
- 5.1.1 no existing mortgage, charge, contract, licence, agreement or other instrument binding on the Chargor will be contravened by the Chargor entering into or performing this Deed;

- 5.1.2 the execution of this Deed does not constitute a transaction at an undervalue for the purposes of Section 339 of the Insolvency Act or a preference for the purposes of Section 340 of the Insolvency Act nor fall to be challenged under any like legislation;
- 5.1.3 the Chargor has good and marketable title to the Security Assets and has power to charge the same with full title guarantee;
- 5.1.4 the Chargor is the sole legal and beneficial owner of the Security Assets free from any encumbrances and the Lender has been supplied with accurate and complete copies of all deeds and documents which materially affect the title to the Security Assets;
- 5.1.5 the Chargor has complied in all respects with all environmental laws in relation to the Mortgaged Property and there have not been any events, condition or activity at or about the Mortgaged Property which could give rise under any environmental laws to any criminal, civil liability or statutory liability or which could require the carrying out of any remedial work in respect of any environmental contamination or waste; and
- 5.1.6 there is no material breach or non-performance of the covenants, obligations, statutory requirements, planning consents, bye-laws, orders and regulations affecting the Mortgaged Property.

6. UNDERTAKINGS

The Chargor agrees with the Lender that it will:

6.1 Real Property

- 6.1.1 inform the Lender if it acquires any Mortgaged Property, a subsidiary or material asset;
- 6.1.2 subject to the provisions of any lease under which the Mortgaged Property is held, maintain all Mortgaged Property, including but not limited to all buildings and all plant and machinery, in good and substantial repair and condition and allow the Lender access, at all reasonable times, to view the condition of its Mortgaged Property;
- 6.1.3 observe and perform all restrictive and other covenants and stipulations for the time being affecting the Mortgaged Property or its use or enjoyment;
- 6.1.4 comply in all material respects with all existing and proposed law and regulations relating to the Mortgaged Property;
- 6.1.5 comply with all environmental laws and environmental licences applicable to the Mortgaged Property and its business and promptly, on the Lender's request, provide it with copies of any environmental licences;
- 6.1.6 observe and perform all the lessee's covenants in any lease under which any Mortgaged Property is held and enforce the observance and performance of all obligations of other persons under any lease or licence granted by it;

- 6.1.7 subject to the requirements of any landlord, deposit with the Lender all deeds and a copy of the insurance policies (and evidence of payment of premium if requested by the Lender) relating to the Mortgaged Property;
- 6.1.8 obtain comprehensive risk insurance cover in relation to the Security Assets regarding all risks usually insured against by prudent businesses or that the Lender reasonably requires (in particular ensuring that building insurance is in place at a level no less than the reinstatement value stated in the valuation, and also loss of rent and profits, damage by fire, and third party and public liability insurance) with the Lender's interest noted;
- 6.1.9 manage the Mortgaged Property to obtain the best practicable return of Rental Income, and procure payment, collection and recovery of Rental Income promptly;
- 6.1.10 grant the Lender or its solicitors, on request, all reasonable facilities to enable it or them to carry out, at the Chargor's expense, such investigation of title to the Mortgaged Property and enquiries about it as would be carried out by a prudent mortgagee;
- 6.1.11 punctually pay and indemnify the Lender and any Receiver or Administrator against all rent, taxes, charges and any other outgoings payable in respect of the Mortgaged Property and promptly produce the receipts for them to the Lender upon its request;
- 6.1.12 in relation to any Security Assets (excluding assured shorthold tenancies), not, without the Lender's prior written consent:
 - (a) grant or extend any lease or licence or agreement for the same;
 - (b) grant any licence or permission to any tenant, licensee or other occupier to assign, underlet, part with possession or occupation;
 - (c) forfeit, determine, accept or agree to accept the surrender of any lease granted by it;
 - (d) vary the terms of any lease or licence granted by it;
 - (e) agree any rent review of any lease or licence granted by it;
- 6.1.13 in relation to any Security Assets, not, without the Lender's prior written consent:
 - (a) part with or share possession or occupation;
 - (b) agree or purport to agree any transfer or charge of the right to current or future Rental Income;
 - (c) cause or permit any of its rights to Rental Income to be waived, compromised, released or subordinated;
 - (d) surrender (or agree to surrender), any leasehold interest held by it or allow such interest to be forfeited;
 - (e) make or allow any material change of use or any development within the Town and Country Planning Acts;

- (f) create or permit to arise any interest having overriding effect;
- (g) permit any person to become entitled to any right, easement, covenant or other matter which might adversely affect the use, value or marketability of the Mortgaged Property;

6.2 Investments

- 6.2.1 pay all calls in respect of any Investments (it being acknowledged by the Chargor that the Lender shall not incur any liability whatsoever for such monies);
- 6.2.2 deposit with the Lender all certificates or other documents of title in respect of the Investments, together with duly executed transfers or assignments thereof with the name of the transferee left blank; (it being acknowledged that the Lender may at any time register the Investments either in its own name or in the name of nominees selected by it);

6.3 Book Debts

- 6.3.1 as an agent for the Lender, collect in and realise all Book Debts, pay the proceeds into a Designated Account immediately on receipt and, pending that payment, hold those proceeds in a trust for the Lender;
- 6.3.2 not, without the prior written consent of the Lender, withdraw any amounts standing to the credit of any Designated Account;
- 6.3.3 shall, if called on to do so by the Lender, execute a legal assignment of the Book Debts to the Lender on such terms as the Lender may require and give notice of that assignment to the debtors from whom the Book Debts are due, owing or incurred;
- 6.3.4 not (except as permitted under this Clause 6.3 or with prior written consent of the Lender) release, exchange, compound, set off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts;

6.4 Intellectual Property

- 6.4.1 take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property including (without limitation) by observing all covenants and stipulations relating to those rights, and by paying all applicable renewal fees, licence fees and other outgoings;
- 6.4.2 use all reasonable efforts to register applications for the registration of any Intellectual Property, and shall keep the Lender informed of all matters relating to each such registration; and
- 6.4.3 not permit any Intellectual Property to be abandoned, cancelled or to lapse.

6.5 The Chargor shall promptly after this Deed is executed, deliver notices of charge in a form approved by the Lender to all tenants, account banks, insurers and contract counterparties (and shall procure that they deliver acknowledgement of such notices).

6.6 The Chargor shall promptly after it is notified or otherwise becomes aware of an Event of Default deliver notices of charge in a form approved by the Lender to all tenants, account banks,

insurers and contract counterparties (and shall procure that they deliver acknowledgement of such notices).

- 6.7 If the Chargor fails to comply with any of its obligations under this Deed (including failing to insure or repair any Mortgaged Property) the Chargor irrevocably authorises the Lender (and any agent appointed by it) to make good such failure on its behalf. For this purpose the Chargor authorises the Lender (and any agent appointed by it) to enter into its Mortgaged Property. The Lender shall not become liable as mortgagee in possession as a result of any action taken by it under this Clause 6.7. All costs and expenses incurred by the Lender pursuant to this authority shall be reimbursed by the Chargor to the Lender on its demand.

7. FURTHER ASSURANCE AND POWER OF ATTORNEY

- 7.1 The Chargor will, upon the Lender's request, grant it such further Security's in the Security Assets in such form as the Lender may require and do whatever other acts or things the Lender may require in relation to the Security Assets in order to secure the Secured Liabilities, to perfect or protect the Security's created by this Deed or to facilitate the realisation of the Security Assets.

- 7.2 The Chargor by way of security irrevocably appoints the Lender and any Receiver severally to be its attorneys in its name and on its behalf to:

- 7.2.1 do all things which the Chargor may be required to do under this Deed;
- 7.2.2 sign, execute, and deliver and otherwise perfect any Security required to be executed pursuant to Clause 5.1; and
- 7.2.3 sign, execute, deliver and complete any deeds, instruments or other documents and to do all acts and things which may be required to enable the Lender or any Receiver to exercise their powers under this Deed, or to perfect or vest in the Lender, its nominees or any purchaser, title to any Security Assets or which they may deem expedient in connection with the getting in, disposal, or realisation of any or the exercise of any other power under this Deed.

Each attorney may appoint a substitute or delegate his authority. The Chargor ratifies and confirms (and agrees to ratify and confirm) anything which an attorney does under the power of attorney in this Clause 7.

8. ENFORCEMENT

- 8.1 At any time after an Event of Default which is continuing the Lender may with or without further notice to the Chargor:

- 8.1.1 appoint an Administrator of the Chargor in accordance with the Insolvency Act 1986 (if the Chargor is a company);
- 8.1.2 appoint a Receiver to any of the Security Assets, provided that they comprise less than the whole or substantially the whole of the Chargor's assets (within the meaning of section 29 Insolvency Act);
- 8.1.3 exercise in respect of all or any of the Security Assets all or any of the powers and remedies given to mortgagees by the LPA, including the power to take possession of, receive the benefit of, or sell any of the Security Assets;

- 8.1.4 exercise in the name of the Chargor (without any further consent or authority from the Chargor) any voting rights attached to the Investments and all powers given to trustees by sections 40(1) and 40(3) of the Trustee Act 2000 in respect of securities or property subject to a trust and any other powers or rights exercisable by the registered holder of the Securities or by the bearer thereof; and
- 8.1.5 direct that all dividends, distributions, interest and other monies received by it in respect of the Investments are paid to it and applied in accordance with Clause 10.

9. **APPOINTMENT OF A RECEIVER**

- 9.1 After an Event of Default which is continuing, the Lender may either under hand of any manager or by deed appoint any one or more than one person to act as Receiver of those Security Assets specified in the appointment.
- 9.2 The Lender may from time to time fix the remuneration of any Receiver on such basis as it shall determine. This may include a fixed fee or an hourly rate or a commission depending upon the work and responsibilities assumed by the Receiver and the basis of charging applied by his firm. Section 109 LPA shall be varied accordingly.
- 9.3 The Lender may remove or replace any Receiver appointed by it.
- 9.4 The Lender may extend a Receiver's appointment to include Security Assets previously excluded from his appointment.
- 9.5 A Receiver will be the agent of the Chargor and the Chargor will be solely responsible for his acts, omissions, defaults and remuneration.

10. **POWERS ON ENFORCEMENT**

- 10.1 An Administrator will have all the powers given to him under the Insolvency Act.
- 10.2 A Receiver may exercise in respect of the Security Assets to which he is appointed:
 - 10.2.1 the same powers to do, or to omit to do, in the name of the Chargor, anything which the Chargor itself could have done or omitted with such Security Assets were they not the subject of this Deed and the Chargor were not in insolvency proceedings;
 - 10.2.2 all or any powers given to receivers by the LPA but without any of the restrictions imposed upon the exercise of those powers by the LPA; or
 - 10.2.3 notwithstanding that he is not an administrative receiver, all or any of the powers specified in Schedule 1 to the Insolvency Act.
- 10.3 If more than one person is appointed to act as Receiver, each person may act severally, independent of any other, except to the extent the Lender states to the contrary in the appointment. References in this Deed to the Receiver are to each and all of them as appropriate.
- 10.4 If the Lender enforces this Deed itself pursuant to Clause 8.1.3 it will have the same powers as a Receiver in respect of those Security Assets which are the subject of the enforcement.
- 10.5 Except to the extent provided by law, none of the powers described in this Clause 8 will be affected by an insolvency event in relation to the Chargor.

11. THE LENDER'S POWERS AND PROTECTIONS

- 11.1 The powers and remedies conferred on the Lender as a mortgagee by the LPA shall not be subject to any of the restrictions imposed by the LPA upon the exercise of those powers and remedies including those imposed by sections 103 and 109 LPA.
- 11.2 The Lender may grant or accept surrenders of leases at a premium or otherwise and grant agreements or options for the same on such terms as it shall consider expedient and without the need to observe sections 99 and 100 LPA.
- 11.3 The restrictions on the right of consolidating mortgages contained in section 93 LPA will not apply to this Deed.
- 11.4 Neither the Lender nor any Receiver will be liable to account as mortgagee in possession of the Security Assets or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever for which a mortgagee may be liable.
- 11.5 If the Lender receives notice of any subsequent Security affecting the Security Assets then the Lender may open a new account for the Chargor. If it does not open a new account then, unless it notifies the Chargor otherwise, it shall be treated as if it had done so at the time when it received such notice. From that time onwards all payments received by the Lender in or towards payment of the Secured Liabilities shall be credited (or be treated as having been credited) to the new account and will not reduce the amount then due from the Chargor to the Lender.

12. APPLICATION OF MONIES

- 12.1 All money received by the Lender or any Receiver under this Deed will be applied in this order:
 - 12.1.1 first, in or towards payment of liabilities having priority to the Secured Liabilities;
 - 12.1.2 secondly, in or towards payment of all costs, charges and expenses incurred in or incidental to the exercise or performance (or attempted exercise or performance) by the Lender of any of the powers or authorities conferred by or in any other way connected with this Deed;
 - 12.1.3 thirdly, in or towards payment to the Receiver of his remuneration fixed in accordance with this Deed;
 - 12.1.4 fourthly, in or towards payment to the Lender of the Secured Liabilities in such order as the Lender in its absolute discretion thinks fit; and
 - 12.1.5 fifthly, in payment to the Chargor of any surplus.
- 12.2 The Lender or the Receiver may credit any monies received upon realisation of the Security Assets to a suspense account for so long and on such basis as the Lender or the Receiver may from time to time determine in order to preserve the Lender's right to prove for the whole of its claim against the Chargor or any other person liable.
- 12.3 Subject to the rights of any landlord, any money received by the Chargor under any insurance of the Security Assets will be treated as part of the Security Assets. It will be applied at the discretion of the Lender either in reducing the Secured Liabilities or towards making good the loss or damage for which the money became payable. Any money received by the Chargor

under any insurance of the Security Assets shall be held on trust for the Lender pending such application.

- 12.4 Neither the Lender nor any Receiver nor any officer nor employee of either of them shall in any way be liable or responsible to the Chargor for any loss or liability of any kind arising from any act or omission by it of any kind (whether as mortgagee in possession or otherwise) in relation to the Security Assets, except to the extent caused by its own negligence or wilful misconduct.

13. PROTECTION OF THIRD PARTIES

- 13.1 Any person dealing with the Lender or a Receiver may assume, unless he has actual knowledge to the contrary that:

13.1.1 the Lender or such Receiver has the power to do the things they purport to do; and

13.1.2 they are exercising their powers properly.

- 13.2 All the protections to purchasers by sections 104 and 107 LPA shall apply to any person purchasing from or dealing with any Receiver or the Lender as if the Secured Liabilities had become due and the statutory power of sale and appointing a receiver in relation to the Security Assets had arisen on the date of this Deed.

14. CONTINUING AND ADDITIONAL SECURITY

- 14.1 This Deed is a continuing Security. It secures the ultimate balance of the Secured Liabilities despite any interim settlement of account until a final discharge of this Deed is given by the Lender.

- 14.2 The Lender's rights under this Deed are in addition to any other rights it may have against the Chargor (or any other person) in respect of the Secured Liabilities under any other document, the general law or otherwise. They will not merge with or limit those other rights or be limited by them.

- 14.3 The Lender is not obliged to make any claim or demand on the Chargor or any other person or to enforce any guarantee, mortgage or other security now or in future held by it before enforcing this Deed and no action taken or omitted in connection with any such right or instrument shall discharge, reduce or affect the Chargor's liability to the Lender. The Lender does not have to account for any money or other asset received pursuant to any such right or instrument.

15. DISCHARGE

- 15.1 Upon the Secured Liabilities being irrevocably and unconditionally paid or discharged in full, the Lender will, at the request and cost of the Chargor, release this Deed. The Lender will also transfer to the Chargor any Security Assets which have been assigned or transferred to the Lender.

- 15.2 If any payment by the Chargor or any other person or any release given by the Lender is avoided or adjusted pursuant to the Insolvency Act:

15.2.1 the Chargor's liability for the Secured Liabilities will continue as if the payment, release, avoidance or adjustment had not occurred; and

15.2.2 the Lender will be entitled to recover the amount of that payment or security from the Chargor as if the payment, release, avoidance or adjustment had not occurred.

16. COSTS AND INDEMNITY

16.1 Costs

The Borrower shall, promptly on demand, pay to, or reimburse, the Lender and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Lender, any Receiver or any Delegate in connection with:

- 16.1.1 the negotiation, preparation, execution and delivery of this Deed;
- 16.1.2 the Security Assets;
- 16.1.3 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's, a Receiver's or a Delegate's rights under this Deed;
- 16.1.4 any amendment, extension, waiver, consent or suspension of rights (or any proposal for any of these) under or in connection with this Deed;
- 16.1.5 any release of any Security constituted by this Deed; or
- 16.1.6 taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost, charge, expense, tax or liability arose until full discharge of that cost, charge, expense, tax or liability (whether before or after judgment).

16.2 Indemnity

16.2.1 The Borrower shall, promptly on demand, indemnify the Lender, each Receiver and each Delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

- (a) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Deed or by law in respect of the Security Assets;
- (b) taking, holding, protecting, perfecting, preserving, releasing or enforcing (or attempting to do so) the Security constituted by this Deed; or
- (c) any default or delay by the Borrower in performing any of its obligations under this Deed.

16.2.2 Any past or present employee or agent may enforce the terms of this Clause 16.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

17. ASSIGNMENT AND TRANSFER

17.1 Assignment by Lender

17.1.1 At any time, without the consent of the Borrower, the Lender may assign any of its rights or transfer any of its rights and obligations under this Deed.

17.1.2 The Lender may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Borrower, the Security Assets and this Deed that the Lender considers appropriate.

17.2 Assignment by Borrower

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

18. SET-OFF

18.1 Lender's right of set-off

The Lender may at any time set off any liability of the Borrower to the Lender against any liability of the Lender to the Borrower, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Deed. If the liabilities to be set off are expressed in different currencies, the Lender may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Lender of its rights under this Clause 18 shall not limit or affect any other rights or remedies available to it under this Deed or otherwise.

18.2 No obligation to set off

The Lender is not obliged to exercise its rights under Clause 18.1.

18.3 Exclusion of Borrower's right of set-off

All payments made by the Borrower to the Lender under this Deed shall be made in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

19. AMENDMENTS, WAIVERS AND CONSENTS

19.1 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).

19.2 Waivers and consents

19.2.1 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 subsequent right or remedy. It only applies to the circumstances in relation to which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

- 19.2.2 A failure by the Lender to exercise, or delay by it in exercising 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 Lender shall be effective unless it is in writing.

19.3 Rights and remedies

The rights and remedies provided under this Deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

20. PARTIAL INVALIDITY

20.1 Partial invalidity

If, at any time, any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

21. COUNTERPARTS

21.1 Counterparts

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

21.1.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

22. THIRD PARTY RIGHTS

22.1 Third party rights

22.1.1 Except as expressly provided in Clause 16.2 or elsewhere in this Deed, 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 enjoy the benefit of, any term of this Deed.

22.1.2 Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.

23. FURTHER PROVISIONS

23.1 Certificates

Any certification or determination by the Lender of any rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

23.2 Consolidation

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this Deed.

24. **NOTICES**

24.1 **Delivery**

Any notice or other communication given to a party under or in connection with this Deed shall be:

24.1.1 in writing;

24.1.2 delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax; and

24.1.3 sent to:

(a) the Borrower at:

187 High Street, Bromley, Kent, BR1 1NN
Attention: **Keith Pittis**

(b) the Lender at:

**3rd Floor Stamford Green, 33 Stamford Street, Altrincham,
Greater Manchester, WA14 1ES**
Attention: **George King**

or to any other address or fax number as is notified in writing by one party to the other from time to time.

24.2 **Receipt by Borrower**

24.3 Any notice or other communication that the Lender gives to the Borrower shall be deemed to have been received:

24.3.1 if delivered by hand, at the time it is left at the relevant address;

24.3.2 if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and

24.3.3 if sent by fax, when received in legible form.

24.4 A notice or other communication given as described in Clause 24.1.1 or Clause 24.1.3 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

24.5 **Receipt by Lender**

Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt.

24.6 **Service of proceedings**

This Clause 24 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

25. GOVERNING LAW AND JURISDICTION

- 25.1 This Deed (and any non-contractual claims arising out of or in connection with it) is governed by and shall be construed in accordance with English law.
- 25.2 The Chargor hereby agrees for the benefit of the Lender and without prejudice to the right of the Lender to take proceedings before any other court of competent jurisdiction, that the courts of England shall have jurisdiction to hear and determine any suit, action or proceeding that may arise out of or in connection with this Deed and for such purposes the Borrower submits to the jurisdiction of such courts.

IN WITNESS whereof this Deed has been entered into the day and year first above written

EXECUTED as a Deed by **Falconwood
Employment Agency Limited** (company
number **00572571**)

acting by a Director

DocuSigned by:
Keith George Pittis
.....51C5D7957B84471.....
Director

in the presence of:

Teresa Hine
.....009D9B22103C4DB.....

Witness

Name: Teresa Hine

Address: 1 Lynton Avenue, Orpington, Kent. BR5 2EH

Occupation:

Counter-signed by
BIZLEND LIMITED

.....
Authorised signatory