



Registration of a Charge

Company Name: **RAVENSWORTH PROPERTIES LIMITED**

Company Number: **01744165**



Received for filing in Electronic Format on the: **01/06/2021**

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Details of Charge

Date of creation: **21/05/2021**

Charge code: **0174 4165 0021**

Persons entitled: **IGF BUSINESS CREDIT LIMITED**

Brief description: **SOVEREIGN HOUSE, DERWENT AVENUE, GATESHEAD, NE11 OHP
REGISTERED WITH TITLE NUMBER TY252022**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT
TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by: **ALISTAIR HAYES**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1744165

Charge code: 0174 4165 0021

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st May 2021 and created by RAVENSWORTH PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st June 2021 .

Given at Companies House, Cardiff on 2nd June 2021

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



Companies House



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

DATED

21 May

2021

(1) IGF BUSINESS CREDIT LIMITED

(2) RAVENSWORTH PROPERTIES
LIMITED

LEGAL CHARGE

Relating to Sovereign House, Derwent
Avenue, Gateshead, NE11 0HP

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THIS DEED is made on

21 May 2021

BETWEEN:

- (1) **IGF BUSINESS CREDIT LIMITED** whose registered number is 10078965 and whose registered office is at 2nd Floor Kingsgate, High Street, Redhill, Surrey, RH1 1SG ("**IGF**");
- (2) **RAVENSWORTH PROPERTIES LIMITED** whose registered number is 01744165 and whose registered office is at Ravensworth House, Fifth Avenue Business Park Team, Valley Gateshead, Tyne & Wear, NE11 0HF (the "**Chargor**");

1 DEFINITIONS AND INTERPRETATION

1.1 In this Deed:

- (a) terms defined in, or construed for the purposes of, the Facilities Agreement (as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed); and

- (b) at all times the following terms have the following meanings:

Act means the Law of Property Act 1925.

Administrator means an Administrator appointed under this Deed.

Charged Asset means all the Chargor's its assets, rights and property (including its undertaking and revenues) the subject of any security created by, or pursuant to, this Deed and the proceeds of the disposal of the same.

Clients means

- (a) Tolent Construction Limited whose registered number is 02450574 and whose registered office is at Ravensworth House, Fifth Avenue Business Park Team, Valley Gateshead, Tyne & Wear, NE11 0HF;
- (b) Tolent Solutions Limited whose registered number is 06163808 and whose registered office is Ravensworth House Fifth Avenue, Team Valley Trading Estate, Gateshead, Tyne And Wear, England, NE11 0HF; and
- (c) Tolent Living Limited whose registered number is 09505052 and whose registered office is Ravensworth House Fifth Avenue Business Park, Team Valley, Gateshead, Tyne And Wear, NE11 0HF.

Environment means

- (a) land, including, without limitation, surface land, sub-surface strata, sea bed and river bed under water (as defined in paragraph (b)) and natural and man-made structures;
- (b) water, including, without limitation, coastal and inland waters, surface waters, aquatic sediment, ground waters and water in drains and sewers;
- (c) air, including, without limitation, air inside buildings and other natural and man-made structures above or below ground; and
- (d) any living systems or organisms supported by the media set out in (a), (b) or (c) above.

Environmental Law means all European Community, national, state, federal, regional or local laws, common law, statutes, ordinances, directives, directions, regulations, notices, relevant clean-up standards, judgments, decrees or orders, codes of practice, the requirements and conditions of all Environmental Licences both express and implied, covenants, agreements, circulars, guidance notes (statutory or otherwise), judicial and administrative interpretations of each of the foregoing concerning (without limitation) the protection of human health or the Environment or the conditions of the workplace and worker health and safety and process safety, or the generation, transportation, storage, treatment or disposal of any Relevant Substance, as enacted, amended, replaced or supplemented from time to time.

Environmental Licence means any permits, consents, licences, certificates, notices, filings, lodgements, agreements, directions, declarations, exemptions, variations, renewals and amendments and other authorisations and approvals required or provided under Environmental Law.

Expenses means any of the following:

- (a) all banking, legal and other costs, charges, expenses and/or liabilities (including VAT thereon) paid or, if earlier, incurred, by or on behalf of IGF or any Receiver, as the case may be, (in each case on a full indemnity basis):
 - (i) in relation to the Charged Assets;
 - (ii) in protecting, preserving, improving, enforcing or exercising (or considering, or attempting, any of the foregoing) any rights under or pursuant to any of the Finance Documents;
 - (iii) in procuring the payment, performance or discharge of the Secured Obligations; or
 - (iv) in stamping, perfecting or registering any of the Finance Documents (or any Encumbrance or assignment created or purported to be created pursuant thereto); and
- (b) the principal amount of any borrowings, together with interest thereon, and all other expenses and liabilities of IGF or any Administrator or Receiver (as the case may be) paid or incurred from time to time in relation to the exercise of any of their respective rights or powers referred to or contained in any of the Finance Documents.

Facilities Agreement means the asset based facilities agreement entered into between IGF and the Clients dated on around the date of this Deed.

Insurance means any contract or policy of insurance relating to any Security Asset taken out by the Chargor or on the Chargor's behalf or in which the Chargor has an interest.

Lease means the lease (if any) under which the Chargor holds the Property.

Material Adverse Effect means a material adverse effect on:

- (a) the business, operations, property, condition (financial or otherwise) or prospects of the Chargor taken as a whole; or
- (b) the ability of the Chargor or the Clients to perform its obligations under Finance Documents; or

- (c) the validity or enforceability of, or the effectiveness or ranking of any security granted or purporting to be granted pursuant to any of the Finance Documents or the rights or remedies of IGF under any Finance Document.

Obligor means the Chargor, the Clients and any other person which has entered into any agreement or instrument evidencing or creating an Encumbrance, guarantee or other assurance against loss in respect of the obligations of the Chargor, the Clients or other such person to IGF.

Planning Acts means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990.

Property means the property described in the Schedule.

Property Insurance Policy means any policy of insurance put into place in accordance with the provisions of clause 6(b).

Receiver means any person appointed by IGF pursuant to this Deed to be a receiver of the Property and includes any substituted receiver.

Relevant Substance means any natural or artificial substance (in solid or liquid form or in the form of a gas or vapour) whether alone or in combination with any substance capable of causing harm to man or any other living organism supported by the Environment or damaging the Environment or public health or welfare including, but not limited to, any controlled, special, hazardous, toxic or dangerous waste.

Secured Obligations means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly or severally, as principal or as surety or in any capacity whatsoever) of the Chargor to IGF on any account whatsoever and howsoever arising (including, without limitation, under any Finance Document) together with all Expenses.

1.2 In this Deed:

- (a) except where the context otherwise requires, the singular includes the plural and vice versa and words importing one gender only or neuter include all other genders;
- (b) references to clauses and the Schedule are to the clauses of and schedule to this Deed and references to this Deed include its Schedule;
- (c) a reference to a "person" shall, as the context requires, be construed as a reference to any individual, firm, company, partnership, corporation or unincorporated body of persons; references to law or a law shall be construed as a reference to any present or future statute, statutory instrument, common law, decree, rule, order, judgement, EC directive or regulation, treaty or other law of any jurisdiction;
- (d) any reference to any Act of Parliament, statutory provision or any EC directive or regulation shall be construed as a reference to that Act, provision, directive or regulation as the same may from time to time be modified, extended, re-enacted or renewed;
- (e) where the Chargor comprises two or more persons:
 - (i) any covenant, liability or obligation given or undertaken by them shall be given or undertaken by them jointly and severally;

- (ii) any event referred to in this Deed shall be deemed to have happened if it happens in relation to any one of them;
- (f) headings are inserted for convenience only and shall be ignored in its construction;
- (g) references to IGF and the Chargor include their respective successors and assigns whether immediate or derivative;
- (h) references to, this Deed, shall mean this Deed of legal charge and the Schedule as from time to time amended, varied or supplemented whether by deed or otherwise;
- (i) references to the Property shall be to the whole or any part of the Property.

2 COVENANT TO PAY

- 2.1 The Chargor covenants in favour of IGF that it will pay and discharge the Secured Obligations from time to time when they fall due.
- 2.2 Every payment by the Chargor of a Secured Obligation which is made to or for the benefit of IGF to which that Secured Obligation is due and payable in accordance with the Finance Document under which such sum is payable to IGF, shall operate in satisfaction to the same extent of the covenant contained in clause 2.1 above.

3 PROPERTY CHARGED BY THIS DEED

- 3.1 The Chargor with full title guarantee as a continuing security for the payment and discharge of the Secured Obligations hereby charges to IGF by way of legal mortgage the Property (and the proceeds of sale of the Property) and all buildings and fixtures (including trade fixtures) from time to time in and on the Property and the benefit of all rights, easements and privileges appurtenant to or benefiting the Property.
- 3.2 The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance relating to the Property taken out by it or on its behalf or in which it has an interest (together, the "**Insurance Rights**").
- 3.3 To the extent that they have not been effectively assigned under Clause 3.2 above, the Chargor charges by way of a first fixed charge all of its Insurance Rights.

4 PERFECTION OF SECURITY

The Chargor consents to an application being made by IGF to the Land Registrar for the following restriction in Form P to be registered against its title to the Property:

"no disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without written consent signed by the proprietor for the time being of the charge dated [DATE] in favour of IGF Business Credit Limited referred to in the charges register."

5 LIABILITY OF THE CHARGOR

- 5.1 The Chargor's liability under this Deed in respect of any of the Secured Obligations shall not be discharged, prejudiced or affected by:
 - (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the IGF that is or becomes wholly or partially illegal, void or unenforceable on any ground;

- (b) IGF renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
 - (c) any other act or omission, which but for this clause might have discharged or otherwise prejudiced or affected the liability of the Chargor.
- 5.2 The Chargor waives any right it may have to require IGF to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Deed against the Chargor.

6 COVENANTS BY THE CHARGOR

6.1 The Chargor covenants with and undertakes to IGF as follows:

(a) Negative pledge

not, without IGF's prior written consent, to create or permit to subsist any mortgage, charge, lien or other security interest on or over the Property or the proceeds of any insurance in respect of the Property (except for any prior encumbrance approved by the IGF);

(b) Insurance

(i) Subject to paragraph (v) below, to effect and maintain insurances at the Chargor's expense in respect of the Property with insurers previously approved by IGF in writing. Such insurances shall:

- (A) provide cover against (A) loss or damage by fire (B) all risks which are normally insured against by other prudent companies owning or possessing similar assets and carrying on similar businesses and (C) all other risks which IGF may from time to time specify and providing for architects' and surveyors' fees, demolition costs and the costs of shoring up and three years' loss of rent, in each case subject to automatic index adjustment;
- (B) be in such amounts as would in the circumstances be prudent for such companies and shall include an entitlement to receive the full replacement value from time to time of any Property destroyed or otherwise becoming a total loss; and

(ii) subject to paragraph (v) below, to promptly pay when due all premiums relating to the Property Insurances Policy;

(iii) subject to paragraph (v) below, to supply to IGF promptly upon issue copies of each Property Insurance Policy document, together with the current premium receipts relating to it within fifteen days of it becoming due falling which IGF may effect or renew any such insurance as IGF shall think fit at the Chargor's expense; and

(iv) not to do or permit to be done or omit to do anything which may render any Property Insurance void, voidable or unenforceable (in whole or in part) and will not vary, amend or terminate any Property Insurance Policy.

- (v) If it holds the Property as tenant or lessee and shall be required by the landlord either to insure or to reimburse the Chargor's landlord for any insurance premium paid by him then the Chargor shall be treated as having complied with its insurance obligation under this Deed if it duly and promptly complies with those requirements. However, this shall not affect the right of IGF to require the Chargor to produce satisfactory evidence that it has complied with the landlord's requirements.
 - (vi) subject to paragraph (v) above, it will ensure that each Insurance contains a provision under which the proceeds of that Insurance are payable to IGF. Without prejudice to this, if any monies are received by a Chargor under any such Insurance in respect of any of the Charged Assets such monies shall be treated as part of the Charged Assets subject only to any rights of third parties having priority and to the requirements of any lease of the Charged Assets and shall be paid forthwith to IGF. Pending payment to IGF, the Chargor shall hold such proceeds on trust for IGF. The proceeds of any such Insurance shall be applied at the discretion of IGF towards making good the loss or damage for which the monies became payable or, at the discretion of IGF after a Default has occurred and whilst it is continuing, in reducing the Secured Obligations as have fallen due for payment.
 - (vii) subject to paragraph (v) above it will, immediately upon receiving the same, deliver all original Insurances to IGF and thereafter permit IGF to hold and retain all Insurances.
- (c) State of repair of buildings and entry and inspection
- (i) to maintain all buildings and erections, fixed plant and machinery, fixtures, fittings and other effects forming part of the Property in a good and substantial state of repair, fair wear and tear excepted;
 - (ii) to permit IGF and any person nominated by IGF free access at all reasonable times with reasonable notice (or at any time following the occurrence of a Termination Event) to enter any part of the Property and view the state of it;
- (d) Prohibition on parting with possession, dealings with any leases
- (i) not, except with the prior written consent of IGF confer on any person:
 - (A) any lease or tenancy of any of the Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power);
 - (B) any right or licence to occupy any land or buildings forming part of the Property; or
 - (C) any licence to assign or sub-let any part of the Property;
- (e) Planning and User
- (i) not carry out any development within the meaning of the Planning Acts in or upon any part of the Property without first obtaining such permissions as may be required under or by virtue of the Planning Acts and, in the case of development involving a substantial change in the structure of, or a change of

use of, any part of the Property, without first obtaining the written consent of IGF;

- (ii) to comply in all respects with the conditions, breach of which would be reasonably likely to have a Material Adverse Effect and/or an adverse effect on the value of the Property, subject to which any permission for development (within the meaning of the Planning Acts) of the Property is granted, the building regulations and other bye-laws and the provisions of any other law, order, direction or requirement made or given by any planning or local authority, and to keep IGF indemnified in respect of any breach thereof;
 - (iii) to observe and perform all restrictive and other covenants and stipulations affecting the Property or the use or enjoyment of the Property, breach of which would be reasonably likely to have a Material Adverse Effect and/or an adverse effect on the value of the Property and not, without IGF's prior consent, to enter into any onerous or restrictive obligations affecting the Property;
 - (iv) to comply with all laws, breach of which would be reasonably likely to have a Material Adverse Effect and/or an adverse effect on the value of the Property, relating to anything on or done on the Property and with the terms and conditions of any consent or licence for the disposal of waste or effluent and keep IGF indemnified in respect of any breach of such laws, consent or licence;
 - (v) as and when the same become payable, pay and indemnify IGF and any Receiver against all existing and future rent, taxes, rates, charges, licence fees, assessments and other outgoings whatsoever which are payable in respect of the Property or by the owner or occupier of the Property;
- (f) Purchase of subsequent property and deposit of title deeds
 - (i) to notify IGF immediately before contracting to purchase any property;
 - (ii) to deposit with IGF all deeds and documents of title relating to the Property and all local land charges, land charges and Land Registry search certificates and similar documents received by or on behalf of the Chargor;
- (g) Observe the covenants in the Lease if the Property is leasehold:
 - (i) to pay the rents reserved by and to observe and perform all the terms, covenants, stipulations and conditions on the part of the lessee contained in the Lease;
 - (ii) not do, or permit to be done, anything as a result of which any lease of any Property may be liable to forfeiture or otherwise be determined.
- (h) Environmental considerations:
 - (i) it will have the benefit of, maintain and comply with all Environmental Licences (if any) needed for its use or occupation of its Charged Assets or for the conduct of any business it is engaged in from time to time where failure to

do so would be materially adverse to the business of the Original Chargers' Group (taken as a whole);

- (ii) it will comply with all applicable Environmental Laws and will not do or permit to be done any act or omission whereby its Environmental Licences (if any) could be varied or revoked or which could result in any liability being imposed on IGF under any applicable Environmental Law where failure to do so would be materially adverse to the business of the Original Chargers' Group (taken as a whole)

- (i) Ongoing obligations;

- (i) it will ensure that at all times there is no discharge, spillage, release or emission of any prescribed, dangerous, noxious or offensive substance or any controlled waste on, into or from any of its Charged Assets or any premises adjoining any part of them and no such substances or any controlled waste have been stored or disposed of on or in any part of its Charged Assets or, so far as it is aware, in any adjoining premises except in accordance with the requirements of the applicable Environmental Laws and/or Environmental Licences.

6.2 If the Chargor at any time fails to comply with any of its obligations under this Deed (including, without limitation, failing to keep the Property in a good state of repair or keeping up the insurance specified above or paying any rent, taxes, rates, duties, charges, licence fees, assessments or outgoings in relation to the Property) IGF may, without prejudice to its other rights under this Deed, make good such failure (by, for example, putting the Property into a good state of repair and/or insuring the Property in any sum which IGF may think expedient and/or paying such rent, taxes, rates, duties, charges, licence fees, assessments or outgoings). The Chargor hereby irrevocably authorises IGF and its employees and agents by way of security to do all such things reasonably necessary in connection with taking such action. All costs and expenses incurred by IGF under this provision shall be payable by the Chargor to IGF on demand together with interest at the rate of 2 per cent over the Applicable Rate from the date of payment by IGF until repayment (both before and after judgment) and if not so paid shall be added to the liabilities secured by this Deed.

6.3 If, the Chargor fails to deliver the insurance policy in respect of the Property pursuant to clause 6.1(b)(iii) or the receipt or other evidence of payment of the current premium for such insurance, IGF may assume that the Chargor has failed to insure the Property and may take the action specified in clause (i).

6.4 The Chargor will indemnify IGF and any Receiver (and their respective officers and agents) against any costs, expenses, losses or damage suffered or incurred by any of them as a result of:

- (a) a breach of any law relating to the protection of human health or the environment by the Chargor; or
- (b) cleaning up the Property or any other land following the release thereon or the exposure thereto of any substance (whether solid, liquid or gaseous) which is proscribed or determined by environmental law to cause harm to public health or any living organism or damage to the environment where that release and/or exposure is caused or knowingly permitted by the Chargor.

7 FURTHER ASSURANCE AND POWER OF ATTORNEY

7.1 Further assurance

At IGF's request, the Chargor will, at its own expense, immediately sign, seal, execute, deliver and perfect all deeds, debentures and instruments and do all such other acts and things as IGF or any Administrator or Receiver (as the case may be) appointed under this Deed may require in order to perfect, protect or enforce this security or to facilitate the realisation of any of the Charged Assets or to use the powers given to each of them in this Deed or to enforce the obligations of the Chargor and/or the rights of IGF under this Deed and it will take such steps as IGF shall specify to make such registrations and give such notifications as IGF may consider appropriate (or which may be specified by applicable law) in relation to this Deed and the Chargor authorises IGF to effect the same if IGF so chooses.

7.2 Power of attorney

The Chargor, by way of security and in order more fully to secure the performance of its obligations hereunder, irrevocably appoints IGF, any directors, officers or managers for the time being of IGF and any other person authorised by the directors of IGF and any Administrator or Receiver (as the case may be) appointed hereunder to be the lawful attorneys of the Chargor for the purposes set out in this Clause 7. Such appointment gives each attorney the power in the Chargor's name and on its behalf to act and to carry out all acts and execute all the deeds, debentures, instruments and other documents required by Clauses 7.1 and **Error! Reference source not found.** in the event of the Chargor not having done so following the relevant request from IGF. Each attorney so appointed may appoint substitute attorneys to carry out all or any of such purposes. The Chargor agrees to ratify and confirm any instrument, act or thing which any such attorney or substitute attorney may lawfully execute or do in the name or on behalf of the Chargor.

8 APPOINTMENT AND POWERS OF RECEIVER

8.1 At any time:

- (a) after IGF shall have demanded payment of any of the Secured Obligations in accordance with the terms of the Facilities Agreement; and/or
- (b) if requested by the Chargor; and/or
- (c) after a Termination Event occurs,

IGF may, in writing under the hand of any director or manager of IGF, without making any further demand on the Chargor, appoint any person to be a Receiver of the Property. A Receiver appointed by IGF shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts or defaults and for his remuneration. Any Receiver shall in addition to any powers conferred by law have the power:

- (d) To take possession

to take possession of, collect and get in the Property and all rents and other income (whether accrued before or after the date of his appointment) in such manner as he may think fit;

- (e) To sell and deal with the Property etc.

to sell the Property (whether by public auction, private contract or otherwise) and without the need to observe the provisions of sections 99 and 100 of the Act, to lease or grant a licence or franchise of the Property or accept surrenders of any lease of the Property or otherwise dispose of or deal with the Property or (if the Property is leasehold) to vary or surrender the Lease (or any part of the lease) or concur in doing any of the same on such terms and for such consideration payable on such terms as in each case he may think fit;

(f) To maintain and develop the Property

to commence or complete any unfinished maintenance, repairs, improvements, development or reconstruction of the Property in such manner as he may in his absolute discretion think fit and obtain all necessary planning permissions, building regulation approvals and any other permissions, consents or licences as may be necessary to develop or otherwise deal with the Property as he may in his absolute discretion think fit;

(g) To raise finance

to raise or borrow any money from or incur any other liability to IGF or others on such terms and with or without security as he may think fit to enable him to exercise all the powers conferred on him (including money for the completion with or without modification of any building in the course of construction and any development or project which he considers beneficial) and so that any such security may be or include a charge on the Property ranking in priority to this Deed or otherwise;

(h) To settle disputes etc.

in the name of the Chargor or otherwise, if he considers appropriate, to bring, defend, compromise, settle or discontinue any claims, actions, suits or proceedings whatsoever whether civil or criminal which may arise or have arisen in connection with the Business or any other business conducted at the Property, the Property or this Deed, (including, without prejudice to the generality of the foregoing, an action for possession of the Property) or (if he considers appropriate) to submit the same to arbitration or allow time for payment of any debts either with or without security;

(i) To appoint professionals

to appoint professionals, contractors, managers, agents and workmen for any of the purposes mentioned in this clause or to protect the Property at such salaries and for such periods as he may determine and with power to dismiss the same;

(j) To form companies

to promote the formation of companies with a view to such companies purchasing, leasing, licensing, franchising or otherwise acquiring interests in the Property and arrange for such companies to purchase, lease, licence, franchise or otherwise acquire the Property on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit and arrange for such companies to trade or cease to trade;

(k) To insure

to maintain, renew or increase the Insurance cover in respect of the Property;

(l) To make payments

to make any payment which is necessary or incidental to the performance of his functions;

(m) To give receipts and execute documents and do all things incidental

to give valid receipts for any money and to sign any document and execute any deed and do all such acts and things which he considers incidental or conducive to any of his powers or for realising the Property and generally to use the name of the Chargor for all such purposes.

- 8.2 No purchaser or other person dealing with IGF or a Receiver shall be concerned to inquire whether any power exercised or purported to be exercised by a Receiver or IGF has become exercisable or whether any money is due under this Deed or as to the propriety or regularity of any sale by or other dealing by a Receiver.
- 8.3 Where more than one Receiver is appointed, each Receiver shall have the power to act severally, independently of any other joint Receiver, except to the extent that IGF may specify to the contrary in its appointment
- 8.4 IGF may at any time and from time to time remove any Receiver appointed by it and appoint another in his place or appoint an additional person as Receiver and may either at the time of appointment or any time subsequently and from time to time fix the remuneration of any Receiver.

9 POWERS OF IGF

- 9.1 At any time:
- (a) after IGF shall have demanded payment of any of the Secured Obligations in accordance with the terms of the Facilities Agreement; and/or
 - (b) if requested by the Chargor; and/or
 - (c) after a Termination Event occurs,

IGF may exercise (without further notice and whether or not it shall have appointed a Receiver) all or any powers conferred on mortgagees by the Act as varied or extended by this Deed and all the powers and discretions conferred expressly or by reference on a Receiver by clause 8.17.1. The date of such demand shall (without prejudice to the Chargor's equitable right to redeem) be the redemption date. Nothing that shall be done by or on behalf of IGF shall render it liable to account as a mortgagee in possession for any sums other than actual receipts or shall render it liable for any loss upon realisation of the Property or for any neglect or default of any nature whatsoever for which a mortgagee in possession may be liable as such.

- 9.2 The statutory powers of leasing conferred on IGF shall be extended so as to authorise IGF to lease and make agreements for leases at a premium or otherwise and to accept surrenders of leases and grant options as IGF shall consider expedient and without the need to observe any of the provisions of Sections 99 and 100 of the Act.
- 9.3 IGF and every Receiver, attorney, manager, agent or other person appointed by IGF under this Deed shall be entitled to be indemnified out of the Property in respect of all liabilities and expenses incurred directly or indirectly by any of them in the execution or purported execution of any of the powers, authorities or discretions vested in them or under this Deed or otherwise and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Property and IGF and any such Receiver may retain and pay all sums in respect of such liabilities and expenses out of any money received by it or him pursuant to the powers conferred by this Deed.
- 9.4 If there is a prior Encumbrance, at any time on or after IGF has enforced this Deed, it may at its absolute discretion pay off the prior encumbrance and take a transfer of the benefit thereof or redeem the same, and the money so expended and all costs of and incidental to the transaction incurred by IGF shall be repayable by the Chargor on demand and shall bear interest at the rate of 2 per cent over the Applicable Rate from the date of payment until repayment.

10 APPLICATION OF MONEY RECEIVED

All monies received by IGF or a Receiver shall be applied by it or him, as the case may be, in the following order:

- 10.1 in satisfaction of the costs, charges, borrowings and expenses incurred by it or him in connection with the exercise of its or his powers under this Deed;
- 10.2 in payment of such remuneration as may be agreed between any Receiver and IGF at or from time to time after his appointment which, without prejudice to the generality of the foregoing, may be at a rate appropriate to the work and responsibilities involved and in accordance with the basis of charging from time to time adopted by the Receiver's firm;
- 10.3 in or towards satisfaction of the Secured Obligations; and
- 10.4 the surplus (if any) shall be paid to the person entitled thereto.

11 VARIATIONS TO STATUTORY PROVISIONS

11.1 Law of Property Act

Section 103 of the Law of Property Act 1925 (restricting the power of sale) shall not apply to this Deed. However the power of sale and the other powers conferred on mortgagees by that Act shall apply to this security but without the Act's restrictions as to giving notice or otherwise. Accordingly, for the purposes of a sale or other exercise of any such powers, the whole of the Secured Obligations shall be treated as due and payable on the date hereof.

11.2 Non-consolidation

The restrictions on the right of consolidating mortgage securities, which are contained in Section 93 of the Law of Property Act 1925, shall not apply to this security.

11.3 Subsequent encumbrances

If IGF receives, or is treated as having received, notice of any subsequent Encumbrance affecting any of the Charged Assets then IGF may open a new account with the relevant Chargor. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received, or was treated as having received, such notice. From that time all payments made by the relevant Chargor to IGF shall be credited, or be treated as having been credited, to the new account. These payments shall not operate to reduce the amount secured by this Deed when IGF received or was treated as having received such notice.

12 SUSPENSE ACCOUNTS

IGF or the Receiver may credit any monies to a suspense account for so long and in such manner as IGF may from time to time determine. The Receiver or IGF may retain the same for such period as the Receiver and IGF consider expedient.

13 PROTECTION OF THIRD PARTIES

13.1 Third party payments

No person paying or handing over monies to a Receiver and obtaining a discharge shall have any responsibility or liability to confirm the correct application of such monies.

13.2 Third party dealings

No person dealing with IGF, or a Receiver need enquire:

- (a) **Powers exercisable:** whether any event has happened giving either IGF or the Receiver the right to exercise any of his powers;
- (b) **Propriety of acts:** as to the propriety or regularity of any act purporting or intending to be an exercise of such powers;
- (c) **Validity of appointment:** as to the validity or regularity of the appointment of any Receiver purporting to act or to have been appointed as such; or
- (d) **Satisfaction:** whether any of the Secured Obligations remain unsatisfied.

13.3 **Statutory protection**

All the protections given to purchasers contained under sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with a or IGF as if the Secured Obligations had become due and the statutory power of sale and appointment of the Receiver in relation to the Charged Assets had arisen, on the date of this Deed.

13.4 **Express notice**

No person dealing with IGF or any Receiver shall be affected by express notice that any act is unnecessary or improper.

14 **CONTINUING AND ADDITIONAL SECURITY**

14.1 **Continuing security**

This security is a continuing security for all the Secured Obligations notwithstanding any interim settlement of account until a final discharge of this security shall be given by IGF.

14.2 **Non-merger**

This security is in addition to, and shall not merge or otherwise prejudice or affect, any other right or remedy of IGF or any assignment, bill, note, guarantee, Encumbrance, or other security now or in future in favour of IGF or held by, or available to, IGF (whether created by the Obligors or any of them or any third party).

15 **EXPENSES AND INDEMNITIES**

15.1 **Expenses and interest**

All Expenses incurred and all payments made by IGF or any Receiver in the lawful exercise of the rights created by this Deed shall carry interest at the Default Rate. Interest under this Deed shall accrue (both before and after judgment) from the date the Expenses were incurred or the sum paid became payable, whichever shall be earlier, until the date the same are paid and discharged in full. IGF may compound unpaid interest with rests at such times as it may consider appropriate. The amount of all Expenses and payments referred to in this Clause 15.1 and any interest thereon shall be payable by the relevant Chargor on demand.

15.2 **General indemnity**

The Chargor agrees to indemnify IGF (and its nominees) and any Receiver on demand against all losses, actions, claims, expenses, demands and liabilities now or in the future incurred by any of them or by any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable for anything done or omitted in the exercise or purported exercise of the rights contained in this Deed or caused by any breach by the Chargor of any of its obligations under this Deed or in connection with the Charged Assets. IGF (and its nominees) and any Receiver shall also be entitled to be indemnified out of the

Charged Assets in respect of all losses, actions, claims, expenses, demands and liabilities incurred by them in the execution, or purported execution, of any of the rights vested in them under this Deed.

15.3 Tax indemnity

The Chargor agrees to indemnify IGF and any Receiver on demand against all present or future stamp or other taxes or duties and any penalties or interest with respect thereto which may be imposed by any competent authority in connection with the execution or enforcement of this Deed or in consequence of any payment made pursuant to this Deed being challenged or declared void for any reason whatsoever.

15.4 Currency indemnity

- (a) **Conversion:** For the purpose of, or pending, the discharge of any of the Secured Obligations IGF or a Receiver may convert any monies received, recovered or realised under this Deed (including the proceeds of any previous conversion) from their existing currency into such other currency as IGF or such Receiver may think fit. Any such conversion shall be effected at the then prevailing spot selling rate of exchange of IGF's bankers for such other currency against the existing currency.
- (b) **Shortfall indemnity:** The Chargor agrees to indemnify IGF against any shortfall between:
 - (i) any amount received or recovered by IGF in respect of any of the Secured Obligations which is converted in accordance with Clause 15.4(a) into the currency in which such liability was payable; and
 - (ii) the amount payable to IGF under this Deed in the currency of such liability.

16 PAYMENTS, DISCHARGE AND SET-OFF

16.1 Payments without deduction

All payments to be made to IGF under this Deed shall be made free and clear of and (save as required by law) without deduction for or on account of any tax withholding, charges, set-off or counterclaim. All payments shall be made into such account(s) as IGF may from time to time specify for the purpose.

16.2 Set-off

Without prejudice to any right of set-off or combination of accounts contained in any Finance Document, IGF may at any time following the occurrence of a Termination Event without notice to the Chargor combine or consolidate all or any amounts standing to the credit of the Chargor's account or accounts with IGF and/or set off any amount owed by IGF to the Chargor against any obligation (whether or not matured) owed to IGF by the Chargor whether or not each is expressed in the same currency.

16.3 Gross-up and tax receipts

If the Chargor is required by law to make a deduction or withholding from any payment made under this Deed, then the sum payable by the Chargor shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, IGF receives and retains (free from any liability related to such deduction or withholding) a net sum equal to the sum which it would have received and retained had no such deduction or withholding been made or required to be made. The Chargor will pay the amount deducted or withheld to the relevant tax or other authorities within the time allowed for such payment under applicable law

and will deliver to IGF within 30 days of making such payment an original receipt or other evidence issued by the relevant authority showing that payment has been made in full.

16.4 Discharge of security

Upon payment and complete discharge and performance of all the Secured Obligations under or in relation to this Deed, IGF shall, at the request and cost of the Chargor, duly discharge this security and any further security given by the Chargor in accordance with the terms hereof. IGF will also, at the request and cost of the Chargor, transfer to the Chargor any of the Charged Assets of the Chargor which have been assigned or transferred to IGF. If any Charged Assets transferred or assigned to IGF were fungible, IGF may transfer to the Chargor assets of the same class, denomination and quality rather than the identical Charged Assets transferred or assigned to it under this Deed.

16.5 Avoidance of payments

The right of IGF to payment of the monetary obligations comprised in the Secured Obligations or to enforce the terms of this Deed shall not be affected by any payment or any act or thing which is avoided or adjusted under the laws relating to bankruptcy or insolvency or under Part VI of the Insolvency Act 1986. Any release, or discharge given or settlement made by IGF relying on any such payment, act or thing shall be void and of no effect.

17 SERVICE OF NOTICES AND PROCESS

17.1 Chargor's address for service

Unless otherwise provided in this Deed, any written notice from IGF to the Chargor and any proceedings issued by IGF requiring service on the Chargor may be given or served by delivering it at or posting it to:

- (a) the Chargor's address set out under its name at the end of this Deed or to such other address of the Chargor advised to and acknowledged by IGF as being effective for the purposes of service;
- (b) the Chargor's registered office; or
- (c) any address last known to IGF at which the Chargor carried on business.

It may also be handed to any officer of the Chargor. Such notice may also be given by facsimile transmission or electronic medium to the Chargor's number or address acknowledged by IGF for communication by such means.

17.2 Time of service on Chargor

Any such notice or process shall be considered served:

- (a) if delivered – at the time of delivery;
- (b) if sent by post – 48 hours from the time of posting;
- (c) if sent by electronic medium – at the time of receipt; or
- (d) if handed over – at the time of handing over.

17.3 Service on IGF

Any notice in writing by the Chargor to IGF required hereunder shall take effect at the time it is received by IGF at its registered office or at such other address as IGF may advise in

writing to the Chargor for this purpose unless such notice is received on a day which is not a Working Day, in which case, it shall take effect on the next Working Day.

18 TRANSFERS AND DISCLOSURES

18.1 Transfers by IGF

This Deed is freely transferable by IGF to any other party to whom it transfers its rights under the Facilities Agreement. The Chargor consents to any such transfer (whether by novation, assignment, or otherwise). References in this Deed to the "IGF" shall include its successors, assignees and transferees and any person to whom this Deed is novated.

18.2 No transfers by the Chargor

The Chargor may not assign or transfer any of its obligations under this Deed nor may it enter into any transaction which would result in any such obligations passing to another person.

18.3 Disclosure of information

IGF may disclose any information about the Chargor and any member of that Chargor's Group and any other person connected or associated with it to any members of IGF's Group and/or to any person to whom IGF is proposing to transfer or assign, or has transferred or assigned, this Deed and/or any of the Secured Obligations (in each case which is a bank or financial institution or any director, officer, agent or employee thereof or any professional adviser thereto). The Chargor represents and warrants that it has, and (so far as permitted by law) will maintain, any necessary authority by or on behalf of any such persons to agree to the provisions of this Clause.

19 MISCELLANEOUS

19.1 Delays and omissions

No delay or omission on the part of IGF in exercising any right or remedy under this Deed shall impair that right or remedy or operate as or be taken to be a waiver of it. Any single, partial or defective exercise of any such right or remedy shall not prevent the further exercise of that or any other right or remedy.

19.2 Cumulative rights

IGF's rights under this Deed are cumulative. They are not exclusive of any rights provided by law. They may be exercised from time to time and as often as IGF sees fit.

19.3 Waivers

Any waiver by IGF of any terms of this Deed or any consent or approval given by IGF under it shall only be effective if given in writing. Such consent and approval shall then only apply for the purpose stated and be subject to any written terms and conditions imposed by IGF.

19.4 Illegality

If at any time any one or more of the provisions of this Deed is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction then neither the legality, validity or enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.

19.5 IGF's certificates

Any certificate signed by a director or authorised officer of IGF as to the amount of the monetary obligations comprised in the Secured Obligations at the date of that certificate shall, in the absence of manifest error, be prima facie evidence of that amount and be binding on the Chargor to whom such certificate is addressed.

19.6 Counterparts

This Deed may be executed in any number of counterparts and by different parties on separate counterparts each of which, when executed and delivered, shall constitute an original and all the counterparts together shall constitute but one and the same instrument.

19.7 Paper

The paper on which this Deed is written is, and will remain at all times, the property of IGF, even after the discharge of this security.

19.8 Contracts (Rights of Third Parties) Act 1999

Other than in relation to the provisions of Clause 15, the terms of this Deed may only be enforced by a party to it and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

20 LAW AND JURISDICTION

20.1 Law

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

20.2 Jurisdiction

- (a) **Submission:** The Chargor irrevocably agrees for the benefit of IGF that the courts of England shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Deed and, for such purposes, irrevocably submits to the jurisdiction of such courts.
- (b) **Forum:** The Chargor irrevocably waives any objection which it might now or hereafter have to the courts referred to in Clause 20.2(a) being nominated as the forum to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Deed and agrees not to claim that any such court is not a convenient or appropriate forum.
- (c) **Other competent jurisdictions:** The submission to the jurisdiction of the courts referred to in Clause 20.2(a) shall not (and shall not be construed so as to) limit the right of IGF to take proceedings against any Chargor 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 jurisdiction, whether concurrently or not.
- (d) **Consent to enforcement:** The Chargor hereby consents generally in respect of any legal action or proceeding arising out of or in connection with this Deed to the giving of any relief or the issue of any process in connection with such action or proceeding including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such action or proceeding.

IN WITNESS whereof the Chargor has duly executed this Deed as a deed and intends to deliver and hereby delivers the same on the date first above written and, prior to such delivery, this Deed has been duly signed on behalf of IGF, in the manner appearing below.

SCHEDULE

The Property

Sovereign House, Derwent Avenue, Gateshead, NE11 0HP registered with title number TY252022

EXECUTION PAGES

IGF

Executed as a deed by

IGF BUSINESS CREDIT LIMITED acting by
a director in the presence of:

.....

Director signature

.....

Director name

Signature:

Name:

Address:

.....

Occupation:

OR

Executed as a deed by **IGF BUSINESS CREDIT
LIMITED** acting by:

.....

Director signature

.....

Director name

and:

.....

Director signature

.....

Director name

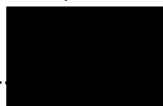
THE CHARGOR

Executed as a deed by

RAVENSWORTH PROPERTIES LIMITED

acting by

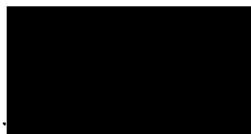
a director in the presence of:

Signature: 

Name: *John Phillip*

Address: **WALKER MORRIS LLP**
33 WELLINGTON STREET
LEEDS
LS1 4DL

Occupation: *Trainee Solicitor*



Director signature

Andrew Clark

Director name

OR

Executed as a deed by

RAVENSWORTH PROPERTIES LIMITED

acting by:

.....
Director signature

.....
Director name

and:

.....
Director signature

.....
Director name

