



Registration of a Charge

Company name: **HARMOR PROPERTIES LIMITED**

Company number: **04078373**



X67JDB4R

Received for Electronic Filing: **30/05/2017**

Details of Charge

Date of creation: **18/05/2017**

Charge code: **0407 8373 0006**

Persons entitled: **BANK OF CYPRUS UK LIMITED**

Brief description:

Contains fixed charge(s).

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

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **MHS SPRECHER GRIER LIMITED**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4078373

Charge code: 0407 8373 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th May 2017 and created by HARMOR PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th May 2017 .

Given at Companies House, Cardiff on 31st May 2017

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



Bank of Cyprus UK

Debenture

Dated: 18 May 2017.

BETWEEN:

- (1) **Harmor Properties Limited** whose registered office is at 3 Cardwell Terrace, Cardwell Road, London N7 0NH ("you/your/yours"); and
- (2) **Bank of Cyprus UK Limited**, trading as Bank of Cyprus UK, of PO Box 17484, 87 Chase Side, London N14 5WH ("we/our/us").

1 Your agreement to pay

1.1 You agree that when we ask in writing you will pay all amounts you owe us at the time. This includes all monies and liabilities whether:

- matured or unmatured (this means whether or not payment has yet fallen due);
- connected to any current, loan or other account;
- actual or dependent on certain conditions being fulfilled or on certain events occurring;
- owed now or which become due from time to time;
- owed by you alone or jointly with any other person;
- owed by you under any style, name or form;
- owed by you under any guarantee or indemnity or other instrument.

1.2 The liability described in 1.1 above includes all:

- commission, discount and other banking charges;
- legal costs (on a full indemnity basis);
- disbursements and any expenses incurred by us in relation to this Debenture or in relation to any other security held by us for your debts;
- interest to the date of repayment at such rate as may be agreed from time to time between us and you and compounded at intervals we agree with you or according to our usual practice. This includes interest incurred before and/or after any written demand we make and before and/or after any court judgment we obtain.

2 Charging Clause

2.1 You grant us with full title guarantee a charge over all your property and undertaking present and future ("the Assets"). This Debenture is a continuing security for all monies and liabilities you have agreed to pay us. The charge shall be:

- 2.1.1 a charge by way of legal mortgage over all other freehold and leasehold property now vested in the Company (whether registered at the Land Registry or not) together with all associated buildings and fixtures (including trade and tenant's fixtures);
- 2.1.2 a first fixed charge over:
 - 2.1.2.1 your goodwill;
 - 2.1.2.2 all your future freehold and leasehold property together with all associated buildings and fixtures (including trade and tenant's fixtures);

- 2.1.2.3 all present and future plant and machinery attached to any freehold or leasehold property we have a charge over under this Debenture;
- 2.1.2.4 all and any interests you have or later acquire in land and the proceeds of the sale of that land;
- 2.1.2.5 your uncalled capital;
- 2.1.2.6 all stocks shares and other securities and/or proceeds of sale now or later owned by you, whether at law or in equity;
- 2.1.2.7 all your current and future debts including book debts, all your existing and future rights and claims against third parties that can be satisfied by the payment of money (other than rights and claims charged under sub-clause 2.1.2.9) and the benefit of all securities and guarantees now or at any time for the duration of this Debenture held by you;
- 2.1.2.8 All existing and future rights and interests owned by you or arising from any present or future agreements in relation to the following:
- patents and patent applications, trade marks and trade mark applications (and all goodwill associated with it);
 - brand and trade names;
 - copyrights and rights in the nature of copyright or registered designs and applications for registered designs;
 - trade secrets and know-how and all other intellectual property rights.
- 2.1.2.9 all the benefit of your current and future rights and interest in and claims under all policies of insurance and assurance you hold now or in the future during the duration of this Debenture;
- 2.1.3 a first floating charge over all the Assets which have not been charged by way of fixed charge;
- 2.1.4 You must not without our permission in writing:
- create in anyone else's favour any mortgage or charge over any of the Assets;
 - take any action that will allow any entity to take or hold any of the Assets as payment of a debt or take priority over our charge on the Assets;
 - part with or dispose of any part of such undertaking and assets except by way of sale in the ordinary course of your business.
- 2.1.5 Any debentures, mortgages or charges you create after signing this agreement (other than in our favour) shall be expressed to be subject to this Debenture;
- 2.2 We can automatically change any or all of the Assets subject to a floating charge under this Debenture into a fixed charge by written notice. We can do this in the following circumstances:
- 2.2.1 You grant a fixed charge over an Asset in favour of another;
- 2.2.2 You dispose of an Asset and the disposal is not part of the ordinary course of your business;
- 2.2.3 You cease to carry on business or to be a going concern;
- 2.3 Any specific mortgage, charge or other security that you create at a later date in our

favour shall have priority over the floating charge unless we inform you otherwise.

- 2.4 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by or pursuant to this Debenture.

3 Security documents

- 3.1 You agree that while this Debenture is in place you will give us all deeds, documents of title and insurance policies relating to your freehold and leasehold property. If a prior mortgagee holds any such documents you must arrange for the prior mortgagee to supply us with certified copies.
- 3.2 We may ask you to sign the following documents at your cost:
- a valid legal mortgage in such form as we may require over any freehold or leasehold property that you acquire;
 - any other mortgage charge or assignment in such form as we may require over any of the Assets together with any other document which we may require for securing the payment or discharge to us of the monies and liabilities.

4 General covenants

- 4.1 For the duration of this security you agree that you will:
- 4.1.1 give us copies of your and your subsidiaries' trading and profit and loss account and audited balance sheet not later than six months from the end of each financial year. We may write to inform you that we have appointed a person to examine at reasonable times all books, accounts and documents relating to your business and to investigate your affairs or the business and/or affairs of your subsidiaries. You should provide the appointed person with all the information he may require;
- 4.1.2 maintain an estimated aggregate value of your book debts (excluding debts owing by any subsidiary of yours) and cash in hand as appearing in your books and of your stock at a sum to be fixed by us. We may ask your managing director, or if there is no managing director then one of your directors, to give us a certificate showing the said aggregate value;
- 4.1.3 collect as our Agent the debts (including book debts) and claims charged in this Debenture and pay into the account you have with us or into any other account we have asked you to pay them into, until we tell you otherwise;
- 4.1.4 hold all monies that you receive on trust for us. You must not without our written permission agree to charge, factor, discount, assign, postpone, release or waive any debts or claims in favour of any other person or purport to do so. If we ask, you must assign to us all or any such debts and claims in a form we require;
- 4.1.5 to inform us as soon as you acquire any freehold or leasehold property;
- 4.2 if we decide to release, waive or postpone our rights in respect of debts including book debts charged under this Debenture, to allow you to factor or discount them to a third party, the charge will remain in full force and effect. All amounts becoming due to you from the third party and any book debts and other debts reassigned, or due to be re-assigned, by the third party to you will be subject to the fixed charge created by sub-clause 2.1.2.7, subject only to any defences or rights of set-off which the third party may have against you.

5 Property covenants

- 5.1 With regard to any land you own or have an interest in, you agree at all times:
- 5.1.1 to keep all buildings, plant, machinery, fixtures, fittings and other effects charged under this Debenture in good repair, working order and condition. You agree that if we give you reasonable notice we can inspect them at a reasonable time;
 - 5.1.2 not to part with possession of any land or share the occupation of it with any other person, or agree to do so, without our prior written consent, unless any lease, tenancy or licence granted to you comes to an end;
 - 5.1.3 to provide us with documents and information that we ask you for;
 - 5.1.4 to pay all rates, taxes or charges of any sort relating to the property on time and indemnify us against any claim for those amounts. If we ask you to, you must show us the receipts for such payment. If you do not pay any rate, tax or charge relating to the property or you do not show us the receipt we have asked for, we may make the appropriate payment and add the cost to the amount you owe us;
 - 5.1.5 to comply with all laws currently in force, all notices, orders and requirements of any competent authority (statutory or otherwise) and all directives and codes of practice affecting any land, your business, the Assets or relating to the protection of the environment or health and safety;
 - 5.1.6 to comply with the terms and conditions of all permits, licences, authorisations, consents or approvals required by any laws, regulations, codes of practice or guidance relating to the protection of the environment or health and safety;
 - 5.1.7 to comply with the terms and conditions of all permits, licences, authorisations, consents or approvals required by any laws, regulations, codes of practice or guidance relating to the protection of the environment or health and safety;
 - 5.1.8 to inform us immediately when you receive any claim, notice or other communication alleging that you have not complied with any matter referred to in this sub-clause 5.1 or any indication given to you that any Asset is or may be listed in a register of contaminated land or contaminative use or similar register or that any environmental or other condition exists which could have a material adverse effect on the value of the Assets or your business.
- 5.2 to keep us, our employees and agents fully indemnified against any claim, liability, loss or expense incurred by any of them, directly or indirectly, as a result of any failure by you to comply with any covenant contained in sub-clause 5.1 or as a result of any liability attaching by virtue of any laws, regulations, codes of practice or guidance to any of the Assets.

6 Provisions of loan agreement

You must comply with the terms of every offer letter, loan agreement or other agreement you have with us.

7 Restriction on leasing

Unless we have given our permission in writing you must not lease or agree to lease, or allow a leaseholder to surrender (end) a lease, whether under the Law of Property Act 1925 or under any other legislation.

8 Continuing security

This Debenture will continue to apply even after you pay all or part of the monies owed. It is in addition to and will not affect any other security we hold or may hold in the future for all or part of the amount owed.

9 Opening of new accounts

9.1 If we receive notice that you have used an Asset or part of an Asset as security for debts you owe to others, or have sold or disposed of it, we may close or rule off any current, loan or other account you have with us and open a new account for the amount owed at that time.

9.2 No money paid in after we receive the notice described in condition 9.1 will go towards paying off the amounts owed in the closed or ruled off account.

9.3 If we do not open a new account for you as soon as we receive notice under condition 9.1, any money we receive for the credit of your account or accounts will be treated as if we had opened a new account or accounts, and from then on all credits will be treated as if they had been credited to the new account or accounts.

10 Giving you notice, requests and demands

10.1 Any notice, request, demand for payment or other demand we make under this Debenture may be made by any manager or officer of ours and delivered by the following methods:

- by hand;
- by fax;
- by post;
- by electronic communication, such as e-mail.

10.2 The notice, request or demand must be in writing and addressed to you at the last contact address, fax number or e-mail address you gave us. If you gave us more than one such address or number we can send or deliver the demand, request or notice to any one of the addresses or numbers you gave us.

10.3 Any notice, request or demand will be considered to have been delivered to you as follows:

- if delivered by hand, when left at your address;
- if sent by post, by noon the next day (even if it is not actually delivered or is delivered to the wrong address or returned undelivered);
- if given or made by fax or other electronic communication, at the time of transmission.

11 Consolidation

Section 93 of the Law of Property Act 1925, which restricts the right to consolidate (add together) mortgages, does not apply to this Debenture.

12 Section 103 of the Law of Property Act 1925

12.1 Section 103 of the Law of Property Act 1925 does not apply to this Debenture. Our statutory power of sale, as between us and anyone buying a property from us, arises on the execution of this Debenture and is exercisable at any time after you have executed this Debenture.

- 12.2 Despite condition 12.1 we will not exercise our power of sale until we have demanded from you any of the money secured by this Debenture. This proviso will not affect anyone buying the property from us or oblige him to ask whether we have made such demand.

13 Appointing a Receiver

- 13.1 If you have asked us to, or at any time after we have asked that you pay the amount owed or if you are taking steps to enter into administration under the Insolvency Act 1986, we may appoint someone as an administrative receiver when we choose (provided one or more of the sections in section 72 of the Insolvency Act 1986 applies) over all or any part of the Assets. We may appoint different Administrative Receivers to deal with different Assets. If we appoint more than one receiver, they will act jointly or separately at our discretion. That receiver may be an officer of ours. The receiver's role and powers are explained in condition 13.3.
- 13.2 We may (subject to the provisions of Section 45 of the Insolvency Act 1986) remove the administrative receiver. Once he has vacated office or stopped acting we may at any time appoint another in his place over all or any part of the Assets.
- 13.3 We may from time to time decide the Receiver's fees. The receiver will (as far as the law allows) be your agent. You will be personally liable for the receiver's actions and costs. If you go into liquidation the Receiver will no longer be our agent and will become the principal, he will then be able to exercise all the powers set out in schedule 1 to the Insolvency Act 1986 (whether or not he is an administrative receiver) including the power to:
- 13.3.1 sever any fixtures from the property;
 - 13.3.2 sell, let, exchange, grant rights, options, easements, lease or license all or part of the Assets (or agree to do any of these things);
 - 13.3.3 change the terms of, surrender or allow someone else to accept surrenders of any leases, tenancies or licences;
 - 13.3.4 proceed with any sale for cash payable by installments, shares or securities for another company;
 - 13.3.5 set up or agree to set up a company to purchase the Assets sold;
 - 13.3.6 make or arrange for any repairs and improvements of the Asset he thinks necessary;
 - 13.3.7 exercise all voting and other rights attached to stocks shares and other securities you own;
 - 13.3.8 pay off those with a prior encumbrance (such as a first legal charge) and provide a receipt as if it was from you so that the encumbrance can be discharged or removed. The money paid will be a receivership expense;
 - 13.3.9 take any action he deems necessary for the improvement, realisation or preservation of the Assets unless we write to inform him otherwise.
- 13.4 At any time after we have asked for payment of any of the monies or liabilities secured under this Debenture or after any steps are taken with a view to you entering administration under the Insolvency Act 1986, any manager or officer of ours can apply in writing for the appointment of an administrator pursuant to the Insolvency Act 1986. You will do nothing to oppose such application and will take all required reasonable steps

to support such application. You or your directors may not apply for the appointment of an administrator without our prior written consent.

13.5 In the event of you becoming subject to a voluntary arrangement agreed under Section 425 of the Companies Act 1985, you shall use your reasonable endeavours to disapply the provisions of Section 176A(2) of the Insolvency Act 1986 regarding such voluntary arrangement compromise or agreement unless you have our prior written consent.

13.6 The powers given to us in clause 13.1 and 13.3 and all the rights below will apply:

- whether or not we have entered or taken possession of the Asset;
- whether or not we have given you enough or any time to satisfy any demand.

13.7 Clause 13 applies and cannot be excluded by any other agreement you have with us unless the agreement specifically refers to the exclusion of this clause.

14 Power to sell, lease and accept surrenders

14.1 Our legal rights to sell, lease out or accept surrenders of leases of the Property are extended to authorise us to grant a lease or leases of the whole or part of the Property under any terms and conditions we see fit. We can exercise any of these powers in our name or yours without becoming liable as mortgagee in possession.

14.2 No person dealing with us or with our appointed Receiver of the Assets or any part of it is required to enquire whether any of the powers, authorities and discretions given to us under this Debenture have become exercisable. All the protection to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 apply to any person purchasing from or dealing with us or the Receiver as if the statutory powers of sale and of appointing the Receiver in relation to the Assets or any part had not been varied or extended by this Debenture.

15 Power of attorney

15.1 By way of security you irrevocably appoint us as your attorney (that is to act for you). You do so whether or not we have appointed a receiver under condition 13. You also, as a separate appointment, appoint the receiver to act as your attorney. We and the receiver can, either in your name or in our own or the receiver's name, negotiate and enter into and sign or execute any deed, assurance, agreement or other document necessary under this Debenture and may carry out any other action under this Debenture.

15.2 We may exercise all powers that the receiver has whether or not we are acting as your attorney and whether or not a receiver has been appointed.

16 Giving you more time to pay

If we see fit, we may grant you more time or make any arrangements or variations to pay any amount you owe us. We may also release any person(s) (whether or not they are jointly and separately liable) from any liabilities secured under this Debenture. We can do this without it affecting this Debenture or any money you owe us and any liabilities it secures.

17 Investigation

If requested by us you must, at your own cost, appoint an accountant or a firm of accountants chosen by us to investigate your financial affairs and/or any subsidiary or subsidiary undertaking of yours and report to us. The appointment will be made on your

behalf. We can make or guarantee payment of the fees and expenses or ask you to pay at the time of the appointment.

18 Generally

In no circumstances will we or the receiver be liable to you for any monies which either we or the receiver do not actually receive.

19 Using money received by us or the receiver

19.1 Any money we or the receiver recover or receive will be used in the following order:

19.1.1 first to pay all costs, charges and expenses we have incurred and any payments we or the receiver have made and the receiver's fee;

19.1.2 then to pay off the amount owed by you and secured by this Debenture;

19.1.3 and finally, if any amount is left, to pay the person(s) entitled to it.

20 Our costs

You are responsible for paying all costs, charges, losses and expenses and other amounts we or the receiver incur or have to pay or will have to pay in connection with this security or the property you have given us a legal charge over. This includes the cost of taking any action against you for the amount you owe us, any administrative costs and the cost of using a receiver under condition 12. All legal costs will be charged on a full indemnity basis. You must pay our costs when we ask you to. Also, we may add our costs to the amount you owe without first giving you notice and we will charge you interest on those amounts.

21 Your Memorandum and Articles of Association

You confirm to us you that are not breaking any of the provisions of your memorandum or articles of association by executing this Debenture.

22 Unregistered or Registered land

22.1 If your freehold or leasehold property or any part of it, is or becomes registered under the Land Registration Act 2002 no person can be registered as the proprietor (owner) without our agreement in writing.

22.2 If your freehold or leasehold property or any part of it is or becomes registered under the Land Registration Act 2002 (or any legislation which replaces that Act) we apply to the Chief Land Registrar for the following restriction to be entered on the register of the title or titles relating to the property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of this Charge in favour of Bank of Cyprus UK Limited referred to in the Charges Register"

23 Interpretation

23.1 In this Debenture the expression:

23.1.1 "you" or "us" includes anyone who legally takes over your or our rights and responsibilities (your or our successors and assigns);

- 23.1.2 "Assets" means all you present and future property and undertaking;
- 23.1.3 References to any Act of Parliament include any amendments to that Act, any new Act replacing it and any orders, rules or regulations issued under that Act;
- 23.1.4 Male includes female and vice versa;
- 23.1.5 Singular includes plural and vice versa.

24 Validity

- 24.1 This Debenture will remain enforceable valid and binding for all purposes whether any of the Parties, their successors or assignees in the course of running their business:
- changes their name;
 - amalgamates or consolidates with another company;
 - becomes absorbed by another company;
 - changes their constitution.

25 Governing Law

This Debenture will be governed by English law, and you agree that any dispute arising in connection with it may be dealt with by the English courts. (This does not affect our right to start legal proceedings against you in any other jurisdiction).

You confirm that you have the power to enter into this Debenture and have taken all necessary corporate and other action to authorise its execution, delivery and performance.

THIS DEBENTURE has been executed by you as a Deed and signed by us and will take effect on the date set out on the first page.

(You should execute this Debenture deed by completing one of the two boxes below, not both)

EXECUTED and DELIVERED as a Deed by you (pursuant to a resolution of your Board of Directors) acting by:-

(Harmor Properties Limited Company No. 04078373)

Signature of Director:

F Hare

Name:

FRANCIS P HARE,

Signature of Director/~~Secretary~~/Witness
(delete as appropriate):

C Hare

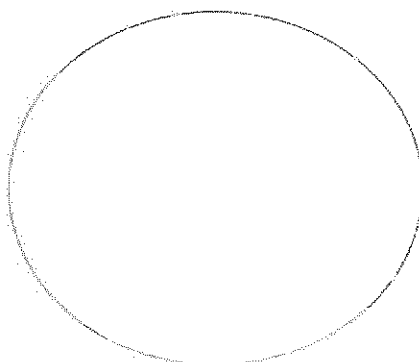
Name:

CATHERINE HARE

THE COMMON SEAL of

PLC/LTD

(Company No.)



Was hereunto affixed (pursuant to a resolution of the Board of Directors) in the presence

Signature of Director:

Signature of Director/Secretary:

SIGNED for and on behalf of Bank of Cyprus UK

By:

M. Kitsaki

(signature)

Name:

MARTHA KITSAKI

Position:

CREDIT DELIVERY OFFICER (GRADE E)

RELEASE OF DEBENTURE

THIS RELEASE made the _____ day of _____

(1) BETWEEN US AND YOU

WITNESSES that we release you from the charges created by this Debenture all the Assets comprised in it.

Executed as a Deed by Bank of Cyprus UK Limited the date above.

By: (signature)

Name:

Position:

As duly appointed attorney of Bank of Cyprus UK Limited.

In the presence of:

Signature:

Position: