

MR01

Particulars of a charge

037169-46



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☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument. Use form MR08



A14 *A66JGP7U* #118
16/05/2017
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

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

1	Company details	15 For official use
Company number	0 4 6 6 4 7 9 1	→ Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	Portgreen Properties Limited ✓	

2	Charge creation date
Charge creation date	d 1 d 1 m 0 m 5 y 2 y 0 y 1 y 7 ✓

3	Names of persons, security agents or trustees entitled to the charge
Please show the names of each of the persons, security agents or trustees entitled to the charge.	
Name	Willco Properties Limited ✓
Name	
Name	
Name	
If there are more than four names, please supply any four of these names then tick the statement below.	
<input type="checkbox"/> I confirm that there are more than four persons, security agents or trustees entitled to the charge.	

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Particulars of a charge

4

Brief description

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

Brief description

None

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

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ Yes☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☒ Yes Continue☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes☐ No

8

Trustee statement^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

^① This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X

La. Jones

15/5/17

X

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

MR01

Particulars of a charge



Presenter information

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

Contact name Anna Melvill

Company name Laytons Solicitors LLP

Address 2 More London Riverside

Post town London

County/Region

Postcode S E 1 2 A P

Country UK

DX

Telephone 020 7842 8000



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4664791

Charge code: 0466 4791 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th May 2017 and created by PORTGREEN PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th May 2017.

Given at Companies House, Cardiff on 23rd May 2017



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

PPL

DATED 11th May 2017

WILLCO PROPERTIES LIMITED

- and -

PORTGREEN PROPERTIES LIMITED

DEBENTURE

WE CERTIFY THIS TO BE
A TRUE COPY OF THE ORIGINAL

LAYTONS DATE 12/05/2017


Laytons Solicitors LLP
Level 5
2 More London Riverside
London
SE1 2AP
Tel 020 7842 8000
Fax 020 7842 8080

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THIS DEBENTURE is made as a deed on

11th May 2017

BETWEEN

- (1) **WILLCO PROPERTIES LIMITED** a company incorporated in England and Wales under number 09173125 whose registered office is at Annecy Court, Ferry Works, Summer Road, Thames Ditton, Surrey KT7 0QJ ("the Lender"); and
- (2) **PORTGREEN PROPERTIES LIMITED** a company incorporated in England and Wales under number 04664791 whose registered office is at East Wing, Harewood House, Outwood Lane, Outwood, Surrey RH1 5PN ("the Borrower")

(each of "the Lender" and "the Borrower" being a "Party" and together "the Lender" and "the Borrower" are "the Parties")

WHEREAS

- (A) The Lender has agreed to provide the Borrower with the loan on the terms of the Facility Agreement
- (B) It is a condition precedent to the provision of the loan that the Borrower provide security to the Lender to secure the payment and discharge of the Secured Liabilities
- (C) The Borrower has agreed to create the security required by entering into this Deed

NOW THIS DEED WITNESSES that:

1. DEFINITIONS AND INTERPRETATION

1.1 Facility Agreement

Words and expressions defined in the Facility Agreement (defined below) will have the same meanings in this Deed unless they are expressly defined in this Deed

1.2 Definitions

In this Deed, unless otherwise provided:

"Charged Assets" means all the Land, assets, goodwill and undertakings of the Borrower present or future for the time being subject to the security interests created by this Deed (including those listed

	in Schedules 1 and 2);
"Default Rate"	means 12% (twelve per cent) per annum above the base rate from time to time of the Bank of England;
"Encumbrance"	means any mortgage, charge, pledge, lien or other security interest of any kind, and any right of set off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having similar effect to the provision of security, other than liens arising by operation of law in the ordinary course of the Borrower's business;
"Facility Agreement"	means the facility agreement dated 10 ^{11th} May 2017 between the Lender and the Borrower;
"Insurance"	means each contract or policy of insurance to which the Borrower is a party or in which it has an interest;
"Intellectual Property"	means copyright, patents, know-how, trade secrets, trade marks, trade names, the right to sue in passing off, design right, get-up, database right, customer lists, chip topography rights, mask works, utility models, domain names and all similar rights and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future, (v) to which the Borrower is or may be entitled and (vi) wherever existing and the benefit of any agreement or any licence for the use of any such right;
"Land"	means any right or interest in or over land wherever situated, including without limitation any buildings and fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by such person by virtue of the ownership, possession or occupation of land and/or all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Borrower or in which the Borrower holds an interest (including (but not

42.

	limited to) the properties briefly described in Schedule 1);
"Receiver"	means a receiver appointed pursuant to this Deed or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and an administrative receiver (if the Lender is permitted to appoint such administrative receiver);
"Secured Liabilities"	all money, liabilities and obligations now or in the future owed or incurred by the Borrower to the Lender (including those under the Facility Agreement or this Deed) whether actual or contingent, sole or joint, as principal or as surety, including (without limitation) any liability of the Borrower to a third party which subsequently becomes payable to the Lender by assignment or otherwise and any interest, commission, costs, charges and expenses of the Lender;
"Securities"	means all right, title and interest of the Borrower, now or in the future, in any: <ul style="list-style-type: none"> (a) stocks, (b) shares, (c) instruments creating, or (d) acknowledging any debt or other securities issued by any person, and
"Security Period"	the period starting on the date of this debenture and ending on the day on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

1.3 Interpretation

Unless the context otherwise requires:

- 1.3.1 each gender includes the others;
- 1.3.2 the singular and the plural are interchangeable;
- 1.3.3 references to clauses or Schedules mean to clauses or Schedules of this Deed;
- 1.3.4 references to this Deed include its Schedule;
- 1.3.5 references to persons include individuals, unincorporated bodies, government entities, companies and corporations;

1.3.6 including means including without limitation and general words are not limited by example;

1.3.7 clause headings do not affect their interpretation; and

1.3.8 references to legislation include any modification or re-enactment thereof

1.4 Writing

Writing includes manuscript, telexes and facsimiles

2. BORROWER'S OBLIGATION TO PAY

2.1 Covenant

The Borrower covenants with the Lender that it will pay and discharge to the Lender the Secured Liabilities on demand when due

2.2 Further Demands

The making of one demand under this Deed will not stop the Lender making any further demands

2.3 Entitlement

The Lender will not make any demand unless it is entitled to do so

3. CREATION OF SECURITY

3.1 Charge

As continuing security for the payment and discharge of the Secured Liabilities the Borrower charges to the Lender with full title guarantee:

3.1.1 by way of legal mortgage all Land now owned by the Borrower;

3.1.2 by way of fixed charge:

(a) any right, title or interest which the Borrower has now or acquires in the future to any Land; and

(b) the assets set out in Schedule 2; and

3.1.3 by way of floating charge the Borrower's bank accounts and other assets not otherwise effectively charged by clauses 3.1.1, 3.1.2 and 3.1.3

3.2 Floating Charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3.1.3

4. CRYSTALLISATION

4.1 Crystallisation

The floating charge created by clause 3.1.3 will crystallise into a fixed charge:

- 4.1.1 by notice in writing given by the Lender to the Borrower at any time after the security constituted by this Deed becomes enforceable, specifying the Charged Assets over which the crystallisation will take effect and if no Charged Assets are specified, the notice shall take effect over all the Charged Assets of the Borrower; or
- 4.1.2 automatically and instantly without notice if the Borrower resolves, without the Lender's prior written consent, to take or takes any step to:
- (a) create an Encumbrance over any or all of the Charged Assets;
 - (b) create a trust over any or all of the Charged Assets;
 - (c) dispose of any or all of the Charged Assets, except if such disposal is in the ordinary course of the Borrower's business;
- 4.1.3 automatically and instantly without notice if any person resolves, without the Lender's prior written consent, to take or takes any step to levy any distress, execution, sequestration or other process against any or all of the Charged Assets; or
- 4.1.4 automatically and instantly without notice if an Event of Default occurs

4.2 Post-crystallisation Assets

Any asset acquired by the Borrower after crystallisation has occurred under clause 4.1 which would be subject to a floating charge if crystallisation had not occurred will be charged by way of a fixed charge, unless the Lender confirms otherwise in writing

4.3 Reconversion

Any charge by the Borrower that has crystallised under clause 4.1 may, by notice in writing given at any time by the Lender to the Borrower, be reconverted into a floating charge in relation to the Charged Assets specified in the notice and if no Charged Assets are specified, the notice shall take effect over all the Charged Assets of the Borrower

5. BORROWER'S REPRESENTATION AND WARRANTIES

5.1 Representations and Warranties

The Borrower represents and warrants to the Lender as follows:

- 5.1.1 **Ownership:** The Borrower is the legal and beneficial owner of the Charged Assets free from any Encumbrance other than the Encumbrances created by this Deed
- 5.1.2 **Adverse claims and covenants:** The Borrower has not received or acknowledged notice of any {material} adverse claim by any person in respect of the Charged Assets and there are no covenants, agreements, conditions, interests rights or other matters which may {materially} adversely affect the Charged Assets

- 5.1.3 **Breach of law or regulation:** The Borrower has at all times complied in all respects with all applicable laws and regulations and has not breached any law or regulation which would adversely affect the Charged Assets
- 5.1.4 **Third Party Rights:** The Charged Assets are not subject to terms entitling a third party to terminate or limit the use of any facility necessary for the enjoyment and use of the Charged Assets
- 5.1.5 **Overriding interests:** Nothing has arisen, has been created or is subsisting, which would be an overriding interest in any Land
- 5.1.6 **Liquidation or administration:** No Encumbrance expressed to be created by this Deed is liable to be avoided or otherwise set aside on the liquidation or administration of the Borrower or otherwise

5.2 Repetition

The Borrower repeats the representations and warranties in clause 5.1 above on each day during the Security Period

6. BORROWER'S UNDERTAKINGS AND COVENANTS

6.1 Restrictive Covenants

The Borrower covenants not, without the prior written consent of the Lender, to:

- 6.1.1 (except in the case of assets charged by way of floating charge only which the Borrower may deal with in the ordinary course of its business) part with possession of, or transfer, sell, lease, assign or otherwise dispose of all or any of the Charged Assets, or attempt or agree to do so;
- 6.1.2 create, attempt to create, allow to subsist any mortgage, debenture, charge or pledge, increase the amount secured by the Deed, permit any lien (except a lien arising by operation of law in the ordinary course of trading) or other encumbrance to arise on or affect all or any of the Charged Assets;
- 6.1.3 permit any person to be registered as proprietor of any of the Charged Assets under the Land Registration Act 2002 or create or permit to arise any unregistered interest which overrides first registration affecting such property within Schedule 1 to that Act, to become entitled to any proprietary right or interest which might affect the value of any land fixtures or fixed plant and machinery charged by this Deed;
- 6.1.4 redeem or purchase its own shares or pay dividends of an unusual amount;

- 6.1.5 cancel, assign or allow to lapse its interest under any credit sale, hire purchase, leasing, rental, licence or similar agreement and to produce proof of payments due under such agreements on request from the Lender;
- 6.1.6 do or allow any act or omission which may prejudice the value to the Lender of the Charged Assets; or
- 6.1.7 create any subsidiaries

6.2 Positive Covenants

The Borrower covenants that it will, unless, in any case, the Lender has given its written consent otherwise:

- 6.2.1 carry on its business properly and efficiently and not materially change how it conducts its business;
- 6.2.2 supply to the Lender within the stated periods:
 - (a) a copy of its audited accounts for the last financial period within one week of approval and signature by the board of directors of the Borrower;
 - (b) a copy of its management accounts within two weeks of the end of each quarter of the Borrower's financial year;
 - (c) such other information relating to the Borrower's business, assets and liabilities as the Lender may require;
- 6.2.3 notify the Lender in writing of any breach of this Deed, the Facility Agreement or any other Security Document, immediately on it becoming aware of such breach;
- 6.2.4 within 15 days, give notice to:
 - (a) any contracting party to an agreement to be assigned to the Lender of the Lender's interest in such agreement and procure that such contracting party acknowledge the Lender's interest; and
 - (b) any bank or financial institution with whom the Borrower holds an account of the Lender's interest in such account and procure that such bank or financial institution acknowledge the Lender's interest
- 6.2.5 get in and realise, in the ordinary course of business, all book and other debts and other assets charged under clause 3.1, on receipt pay all monies received in respect of such assets into the account as the Lender may specify prior to which the Borrower will hold such moneys on trust for the Lender and execute such assignment of any such asset as the Lender may require;
- 6.2.6 in relation to the Land part of the Charged Assets observe all covenants, not enter into any onerous or restrictive obligation, effect or allow any development within

- the Town and Country Planning Acts, do, allow or omit anything infringing any statute or regulation and maintain and keep them in good and substantial repair;
- 6.2.7 maintain all plant, machinery, fixtures, fittings, vehicles, computers and office and other equipment part of the Charged Assets in good working order and condition;
- 6.2.8 in relation to the Intellectual Property part of the Charged Assets observe all covenants and obligations and maintain and renew all relevant registrations, permits and licences;
- 6.2.9 institute, pursue and defend proceedings relating to the Charged Assets as required to protect their value and apply moneys from such proceedings in discharge of sums due to the Lender;
- 6.2.10 at its own expense, keep insured any of the Charged Assets to their full replacement value including professional fees and other expenses with reputable insurers approved by the Lender against risks normally insured for assets of that type in the name of the Borrower or, at the Lender's request, the joint names of the Borrower and the Lender;
- 6.2.11 punctually pay all insurance premiums, have the Lender's interest noted on the policy, and produce the insurance documents including any receipt on request of the Lender and apply moneys received from insurance in discharge of its obligations under this Deed. If the Borrower does not maintain insurance, the Lender may do so at the Borrower's expense;
- 6.2.12 punctually pay, and indemnify the Lender against, all moneys due in respect of the Charged Assets;
- 6.2.13 comply with all statutory, regulatory and other requirements applying to the Charged Assets except where actually or potentially adverse to the Lender's interest, when the Borrower will immediately consult the Lender and make or join the Lender in making such representations as the Lender may request;
- 6.2.14 deposit with the Lender or its nominee all deeds and documents of title relating to all land, buildings and other real property belonging to the Borrower and insurance policies relating thereto, all certificates and documents of title relating to the Securities and such blank documents, signed by the registered holder, as the Lender may request to perfect or vest in itself its title to the Securities and all other documents relating to the Charged Assets as the Lender may request; or
- 6.2.15 if requested by the Lender, ensure that each subsidiary of the Borrower guarantees to the Lender payment of all monies covenanted to be paid under this

Deed and charge its undertaking, property and assets to secure such payment in such manner as the Lender may request

7. LIABILITY OF BORROWER

7.1 Liability

The Borrower's liability in respect of the Secured Liabilities shall not be discharged or prejudiced by:

- 7.1.1 the renewal, determination, variation or increase of the loan under the Facility Agreement or the acceptance or variation of any compromise, arrangement or settlement or the omission to claim or enforcement of payment from any other person by the Lender; or
- 7.1.2 any security, guarantee, indemnity, remedy or other right held by or available to the Lender being or becoming wholly or partially illegal, void or unenforceable on any ground; or
- 7.1.3 any other act or omission which but for this provision might have discharged or otherwise prejudiced the liability of the Borrower

7.2 No Requirement

The Borrower may not require the Lender to:

- 7.2.1 enforce any security or other right; or
- 7.2.2 claim any payment from; or
- 7.2.3 otherwise proceed;

against any other person before enforcing this Deed against the Borrower

8. ENFORCEMENT

The Lender may enforce this Deed at any time after:

- 8.1.1 the occurrence of an Event of Default;
- 8.1.2 the floating charge has crystallised under clause 4;
- 8.1.3 there has occurred any event which in the Lender's opinion is actually or potentially adverse to the Borrower; or
- 8.1.4 there has occurred any other event which in the Lender's opinion actually or potentially jeopardises the security created by this Deed

9. APPOINTMENT, POWERS AND REMOVAL OF RECEIVERS

9.1 Appointment

At any time after the security created by this Deed becomes enforceable the Lender may without further notice appoint in writing any one or more persons to be a receiver or a

receiver and manager. Where more than one Receiver is appointed they will have the power to act separately (unless the appointment specifies otherwise)

9.2 Remuneration

The Lender may determine the remuneration of the Receiver

9.3 Subsequent Receivers

The appointment of a Receiver will not preclude the Lender from appointing a subsequent Receiver over all or any of the Charged Assets whether the previously appointed receiver continues to act or not

9.4 Agency

The Receiver will be the agent of the Borrower and the Borrower will be solely liable for the acts, defaults, and remuneration of the Receiver unless and until the Borrower goes into liquidation after which the receiver shall act as principal. In no event will the Receiver become the agent of the Lender

9.5 Powers

The Receiver will have and be entitled to exercise all the powers set out in Schedule 1 and Schedule 2 to the Insolvency Act 1986 and the Law of Property Act 1925 and will also have the power, either in his name or in the name of the Borrower:

- 9.5.1 in connection with any sale or other disposition of the Charged Assets, to receive the consideration in a lump sum or in instalments and to receive shares and loan notes by way of consideration;
- 9.5.2 to grant options, licences or any other whatsoever in the Charged Assets;
- 9.5.3 to sever fixtures from and to repair, improve and make any alterations to, the Charged Assets;
- 9.5.4 to exercise any voting rights appertaining to the Borrower;
- 9.5.5 to do all other acts and things which the Receiver may consider desirable or necessary for realising any Charged Assets or incidental or conducive to any of the rights, powers or discretion conferred on a Receiver under or by virtue of the Deed; and
- 9.5.6 to exercise in relation to any Charged Assets all the powers, authorities and things which he would be capable of exercising if he was absolute beneficial owner of the same

9.6 No Liability

Neither the Lender nor the Receiver will be liable to account as mortgagee in possession or otherwise for any money not actually received by the Lender or the Receiver

9.7 Section 109 LPA 1925

Section 109 of the Law of Property Act 1925 will not apply to this Deed or to any security it creates.

10. POWERS OF SALE, LEASING ETC

10.1 Section 103 LPA 1925

Section 103 of the Law of Property Act 1925 shall not apply to this Deed but the statutory power of sale will as between the Lender and a purchaser arise on and be exercisable at any time after the execution of this Deed but the Lender will not exercise such power unless the security created by this Deed has become enforceable or after the appointment of a Receiver under clause 9

10.2 Power of Leasing etc.

The statutory powers of sale, leasing and accepting surrenders exercisable by the Lender are extended to allow the Lender to grant or surrender leases of any land vested in the Borrower or in which it has an interest on such terms and conditions as the Lender may think fit provided that the security constituted by this Deed has become enforceable

10.3 Fixtures

The statutory power of sale exercisable by the Lender is extended to allow the Lender to sever any fixtures from the land and sell them separately

10.4 Enforceability

No person dealing with the Lender or a Receiver, its agents or delegates will be concerned with whether this Deed has become enforceable, whether any power exercised or purported to be exercised has become exercisable, whether any of the Secured Liabilities remain due upon this Deed, as to the necessity or expediency of any stipulations and conditions subject to which the sale of any Charged Asset is made, as to the propriety or regularity of the sale of any Charged Asset or to see to the application of any money paid to the Lender or the Receiver, or its agents or delegates and each dealing shall be deemed to be within the powers conferred by this Deed and to be valid and effectual accordingly

10.5 Section 93 LPA 1925

Section 93 of the Law of Property Act 1925 will not apply to this Deed or to any security it creates

11. NEW ACCOUNTS

11.1 New Account

On receiving notice that the Borrower has encumbered or disposed of any of the Charged Assets the Lender may rule off the Borrower's account and open a new account in the name of the Borrower

11.2 Payments

If the Lender does not open a new account on receipt of a notice as from that time all payments made to the Lender will be treated as if they had been credited to a new account and will not reduce the amount owing from the Borrower at the time when the notice was received

12. ATTORNEY

12.1 Appointment

By way of security the Borrower irrevocably appoints the Lender, whether or not a Receiver has been appointed, and any Receiver separately as Borrower's attorney with full power to appoint substitutes and to delegate in its name and on its own behalf and as its act and deed or otherwise at any time after this security has become enforceable to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document, or perform any act that may be required of the Borrower under this Deed, or may be deemed by such attorney necessary or desirable for any purpose of this Deed or to enhance or perfect the security intended to be constituted by such attorney or to convey or transfer legal ownership of any Charged Assets

12.2 Ratification

The Borrower will ratify and confirm all transactions entered into by the Lender or Receiver in the proper exercise of their powers in accordance with this Deed and all transactions entered into by the Lender or the Receiver in signing, sealing, delivering and otherwise perfecting any assignment, mortgage, charge, security, deed, assurance, document or act as aforesaid

13. APPLICATION OF MONEYS RECEIVED

13.1 Priority

Any money received under this Deed will, subject to the discharge of any prior-ranking claims, be paid or applied in the following order of priority:

- 13.1.1 in satisfaction of all costs, charges and expenses incurred and payments made by the Lender and/or the Receiver and of the remuneration of the Receiver;

13.1.2 in or towards satisfaction of the Secured Liabilities; and

13.1.3 as to the surplus, if any, to the person or persons entitled to it

13.2 Application

The Lender may, in its absolute discretion on or at any time or times after demand and pending the payment to the Lender of the whole of the Secured Liabilities, place and keep to the credit of a separate or suspense account any money received, recovered or realised by the Lender by virtue of this Deed for so long and in such manner as the Lender may determine without any intermediate obligation to apply it in or towards the discharge of any of the Secured Liabilities

14. INDEMNITY

14.1 Indemnity

The Borrower will indemnify the Lender against all and any costs, charges and expenses arising:

14.1.1 out of any of the assets charged or assigned pursuant to clause 3 resulting in the Borrower or the Lender or the Receiver infringing or allegedly infringing any third party rights; and

14.1.2 in relation to any proceedings referable to the Borrower brought against the Lender and/or the Receiver or to which the Lender and/or the Receiver may be joined whether as the plaintiff or defendant that relate to any of the Charged Assets

14.2 Action by Lender

The Borrower agrees that if it fails to pay any moneys in respect of the Charged Assets or to take (or not take) any action which might diminish the value of the Charged Assets to the Lender, the Lender may pay such monies or take such action and recover the cost from the Borrower

14.3 Delay

The Borrower indemnifies the Lender and its employees and agents fully at all times against any claim, liability, loss or expense incurred by the Lender directly or indirectly as a result of any delay or failure of the Borrower in complying with clause 6 or with any law, regulation, directive or code of practice applicable to the Borrower or to its business or the Charged Assets or relating to the protection of the environment or to health and safety matters

14.4 Costs

Without prejudice to the generality of this clause the costs recoverable by the Lender and/or any Receiver under this Deed shall include:

- 14.4.1 all costs incurred by the Lender and the beneficiaries in preparing and administering this Deed or perfecting the security created by it;
- 14.4.2 all costs, whether or not allowable on a taxation by the courts, of all proceedings for the enforcement of this Deed or for the recovery or attempted recovery of the Secured Liabilities;
- 14.4.3 all money expended and all costs arising out of the exercise of any power, right or discretion conferred by this Deed;
- 14.4.4 all costs and losses arising from any default by the Borrower in the payment when due of any of the Secured Liabilities or the performance of its obligations under this Deed; and
- 14.4.5 all administrative charges of the Lender based on time spent by its employees and agents in connection with the affairs of the Borrower

14.5 Overdue Amounts

Any overdue amounts secured by the Deed will carry interest at the Default Rate. Interest will accrue on a day-to-day basis to the date of repayment in full and, if unpaid, will be compounded with quarterly rates on the Lender's usual quarter days. Interest shall continue to be charged and compounded on this basis after as well as before any demand or judgment

14.6 Currency Conversion

Money received or held by the Lender pursuant to this debenture may, from time to time after demand of all or any part of the Secured Liabilities has been made, be converted into such currency as the Lender considers necessary or desirable to discharge the Secured Liabilities in that currency at the Lender's then prevailing spot rate of exchange, as conclusively determined by the Lender, for purchasing the currency to be acquired with the existing currency

15. RELEASE

15.1 Release

Subject to clause 15.2 below, the Lender will, at the request and cost of the Borrower, execute all documents as the Borrower may reasonably require to release the Charged Assets from the security constituted by this Deed

15.2 Conditionality

Any release, discharge or settlement between the Lender and the Borrower will be conditional upon no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to

insolvency, bankruptcy, winding-up, administration, receivership or otherwise and, notwithstanding any such release, discharge or settlement:

15.2.1 the Lender or its nominee will be at liberty to retain this Deed and the security created by or pursuant to this Deed, including all certificates and documents relating to the whole or any part of the Charged Assets, for such period as the Lender may deem necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and

15.2.2 the Lender will be entitled to recover the value or amount of such security or payment from the Borrower subsequently as if such release, discharge or settlement had not occurred

16. CONTINUING SECURITY

This Deed will remain as continuing security in favour of the Lender, regardless of the settlement of any account or any other matter whatever and will be without prejudice and in addition to any and all other rights, remedies or security which is or are in place now or in the future in respect of any Charged Assets in favour of the Lender for the payment of an Indebtedness.

17. FURTHER SECURITY

The Borrower will on the demand of the Lender execute and deliver to the Lender at the cost of the Borrower any document that the Lender requires further to secure the payment of the Secured Liabilities, or to create, enhance or perfect any fixed security over any of the Charged Assets or to give full effect to this debenture or to vest title to any of the Charged Assets in the Lender or the Lender's nominee or any purchaser.

18. MISCELLANEOUS

18.1 Survival

Notwithstanding termination of this Deed, any provisions which have not been fully implemented or performed remain in full force and effect and will continue to bind, and to be enforceable against the relevant party and will not be extinguished or affected by any other event or matter except a specific and duly authorised written waiver or release of the other party to this Deed

18.2 Variation

Variations to this Deed will only have effect when agreed in writing

18.3 Severability

The unenforceability of any part of this Deed will not affect the enforceability of any other part

18.4 Waiver

Unless otherwise agreed, no delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy

18.5 Consent

Consent by a party, where required, will not prejudice its future right to withhold similar consent

18.6 Further assurance

Each party will, at the cost of the Borrower, do all further acts and execute all further documents necessary to give effect to this Deed

18.7 Rights of third parties

This Deed is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999

18.8 Assignment and subcontracting

18.8.1 The Lender may assign any of its rights under this Deed or transfer all its rights or obligations by novation

18.8.2 The Borrower may not assign any of its rights or transfer any rights or obligations under this Deed

18.9 Entire agreement

This Deed and documents referred to in it represent the entire agreement between the parties and supersede all previous agreements, term sheets and understandings relating to it whether written or oral.

18.10 Succession

This Deed will bind and benefit each party's successors and assignees

18.11 Counterparts

This Deed may be signed in any number of separate counterparts. Each, when executed and delivered by a party, will be an original; all counterparts will together constitute one instrument

19. NOTICES

19.1 Form and Service

Notices under this Deed will be in writing and sent to the persons and addresses in clause 19.2. They may be given, and will be deemed received:

- 19.1.1 by first-class post: two Business Days after posting;
- 19.1.2 by airmail: seven Business Days after posting;
- 19.1.3 by hand: on delivery;
- 19.1.4 by facsimile: on receipt of a successful transmission report from the correct number

19.2 Recipient

Notices will be sent:

- 19.2.1 to the Borrower at the address specified at the top of this Deed
- 19.2.2 to the Lender at the address specified at the top of this Deed

20. CONFIDENTIAL INFORMATION

The Lender may disclose:

- 20.1.1 on a confidential basis to a subsidiary and any actual or potential assignee, transferee or sub-participant of its rights or obligations under this agreement in addition to any publicly available information such information about the Borrower as the Lender shall consider appropriate; and
- 20.1.2 any information about the Borrower to any person to the extent that it is required to do so by any applicable law, regulation or court order

21. GOVERNING LAW AND JURISDICTION

21.1 Law

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

21.2 Jurisdiction

The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims)

IN WITNESS this document has been signed as a deed and delivered on the date first above written

SCHEDULE 1

Land charged by way of legal mortgage

Part A : Registered Land

Description and address	Title number
Land on the south side of 10 Redehall Road, Smallfield, Horley RH6 9QL	SY597471 (part)

SCHEDULE 2

Assets charged by way of fixed charge

1. All shares held by the Borrower in any other company whether a subsidiary or not
2. All or any stocks, shares (other than those described in paragraph ¹~~1~~ above), bonds and securities of any kind (marketable or otherwise), negotiable instruments, warrants, loan notes and any other financial instruments held by the Borrower LL.
3. All dividends, allotments, options, bonuses, rights issues, offers, benefits and advantages accruing, arising or offered in respect of the shares and investments described in paragraphs ~~1~~² and 2 above LL
4. All fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment of the Borrower and the benefit of any agreements, licences and warranties in respect thereof
5. All book debts of the Borrower arising in the ordinary course of its business and all benefits, security and rights held in or to secure the payment of the book debts
6. All debts and moneys due or payable to the Borrower except those referred to in paragraph 5 above including all amount standing credit of the Borrower's bank accounts whether such bank account is with the Lender or a third party
7. All Intellectual Property belonging to the Borrower
8. All present and future goodwill in the Borrower
9. All uncalled capital in the Borrower
10. All rights under any agreement to which the Borrower is a party which has not been assigned to the Lender

SIGNED AS A DEED)
by **WILLCO PROPERTIES LIMITED**)
acting by)
NAME:)
a director, in the presence of)

Witness Signature:

Name

Address:

Occupation:

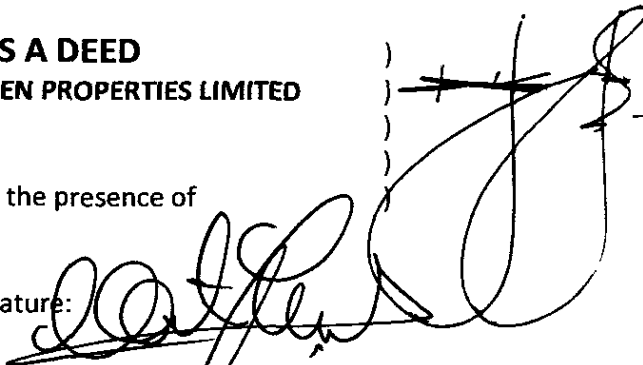
SIGNED AS A DEED
by **PORTGREEN PROPERTIES LIMITED**
acting by
NAME:
a director, in the presence of

Witness Signature:

Name

Address:

Occupation:


MARTIN FRANKUM

SUMMERS SOLICITORS LLP
22 WELBECK STREET
LONDON
W1G 8EF

Solicitor