

In accordance with
Sections 859A and
859J of the Companies
Act 2006.

MR01

Particulars of a charge



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#117

COMPANIES HOUSE

☒ **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

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

Company number 0 4 6 6 4 7 9 1

Company name in full Portgreen Properties Limited ✓

for official use

→ Filling in this form

Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

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.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

MR01

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 Freehold property known as land on the south side of 10 Redehall Road, Smallfield, Horley RH6 9QL as the same is registered at the Land Registry under title number SY597471 (part) ✓	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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No ✓	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 ✓ Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> 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. <input checked="" type="checkbox"/> Yes ✓ <input type="checkbox"/> 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. <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06).
9	Signature Please sign the form here. Signature X  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 0016

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 24th May 2017

②



Companies House



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

12

DATED

11th May

2017

PORTGREEN PROPERTIES LIMITED

- and -

WILLCO PROPERTIES LIMITED

SECOND LEGAL CHARGE

in relation to

Land on the South Side of

10 Redehall Road

Smallfield, Horley

WE CERTIFY THIS TO BE
A TRUE COPY OF THE ORIGINAL

LAYTONS DATE 14/05/2017


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

LAYTONS

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THIS DEED is made on 11th May 2017

BETWEEN

- (1) **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 Chargor"); and
- (2) **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")

WHEREAS

- (A) The Lender has agreed to make available a loan facility to the Chargor on the terms and conditions set out in the Facility Agreement (as defined below)
- (B) It is a condition precedent to the availability of the loan facility that the Chargor enter into this Deed for the purpose of providing security in favour of the Lender in respect of the Secured Obligations (as defined below)

NOW THIS DEED WITNESSES that:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless otherwise provided:

- | | |
|----------------------|---|
| "Facility Agreement" | means the facility agreement dated 11 th May 2017 between (1) the Lender and (2) the Chargor (as borrower); |
| "Insurance Policies" | means each of the insurance policies now or in the future held by or otherwise benefiting the Chargor in relation to the Real Property and any insurance policies that are effected to renew, substitute or replace any such insurance policies and 'Insurance Policy' means any one of them; |
| "Leases" | means the leases specified in Part B to Schedule 1 (Real Property) and 'Lease' means any one of them; |
| "LPA 1925" | means the Law of Property Act 1925; |
| "Party" | means a party to this Deed; |

"Plan"	means the plan appended hereto;
"Real Property"	means: <ul style="list-style-type: none"> (a) all or any of the freehold and/or leasehold properties specified in Schedule 1 (Real Property); and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of any of such properties;
"Receiver"	means any receiver appointed under this Deed or pursuant to any applicable law, whether alone or jointly, and includes a receiver and/or manager;
"Secured Assets"	means all of the present and future assets of the Chargor which from time to time are the subject of any Security Interest created, or purported to be created, by or pursuant to this Deed;
"Secured Obligations"	means all present and future obligations and liabilities (whether actual or contingent, whether incurred alone, jointly or severally, whether as principal or surety and/or in any other capacity whatsoever and regardless of how they arise) owed by the Chargor to the Lender under or in connection with the Finance Agreement together with all losses, costs, charges, expenses and liabilities including interest incurred by the Lender on them in connection with the protection, preservation or enforcement of its rights under the Finance Agreement or any other document evidencing or securing any such liabilities;
"Security Interest"	means any charge, pledge, mortgage, lien or other security interest securing any obligations of any person or any other arrangement of any type whatsoever having the effect of conferring security or a similar effect; and
"Security Period"	means the period beginning on the date of this Deed and ending on the date on which the Lender is satisfied that the Secured Obligations have been unconditionally and irrevocably discharged in full and that no further Secured

Obligations are capable of being outstanding.

1.2 Incorporation of Facility Agreement definitions

Unless defined otherwise in this Deed, or the context requires otherwise, all words or expressions defined in the Facility Agreement have the same meaning in this Deed.

1.3 Interpretation

1.3.1 In this Deed, unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa;
- (b) including means including without limitation;
- (c) where an act is required to be performed promptly, it must be performed as soon as reasonably possible from the moment when the act could reasonably have been performed, having regard to all of the circumstances;
- (d) a time of day is a reference to London time;
- (e) a reference to any Party shall be construed as including, where relevant, successors in title to that Party, and that Party's permitted assigns and transferees (if any);
- (f) a reference to a person includes individuals, unincorporated bodies, government entities, companies and corporations;
- (g) a reference to a Clause or a Schedule is to a clause of, or schedule to, this Deed;
- (h) a reference to this Deed, the Finance Agreement or any other agreement is a reference to that document as amended, novated, supplemented, restated or replaced from time to time in accordance with its terms; and
- (i) references to legislation include any modification or re-enactment of such legislation or any part of it.

1.3.2 A reference to this Deed includes its Schedules, which form part of this Deed.

1.3.3 The table of contents and any Clause title, Schedule title or other headings in this Deed are included for convenience only and shall have no effect on the interpretation of this Deed.

1.3.4 An Event of Default is 'continuing' if it has not been waived in writing by the Lender.

1.4 Contract for the disposition of Real Property

The terms of the Facility Agreement and any side letters between the Parties in relation to the Finance Agreement are incorporated into this Deed to the extent required for any

purported disposition of any Real Property contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.5 Third party rights

1.5.1 Except as expressly provided for in this Deed, a person who is not a Party (other than a Receiver or any of its delegates or sub-delegates) shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Deed. This does not affect any right or remedy of such a person that exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

1.5.2 The Parties may terminate or rescind this Deed, or agree to any variation, waiver or settlement in connection with it, without the consent of any third party, whether or not it extinguishes or alters any entitlement they may have to enforce any of the provisions of this Deed

1.6 Prior Charge

This Deed shall be subject to and shall rank in priority after the first legal charge of even date herewith and made between (1) the Borrower and (2) Close Brothers Limited

2. COVENANT TO PAY

The Chargor covenants with the Lender that it shall, on demand by the Lender, pay and discharge all the Secured Obligations when due, (together with all interest, fees, costs and expenses charged by or incurred by the Lender in connection with the Chargor's obligations to pay and discharge the Secured Obligations).

3. SECURITY

3.1 Legal mortgage

The Chargor, with full title guarantee, charges by way of legal mortgage, in favour of the Lender, all of the Real Property as security for the payment and discharge of the Secured Obligations.

3.2 Assignments by way of security

3.2.1 The Chargor, with full title guarantee, assigns absolutely to the Lender, as security for the payment and discharge of the Secured Obligations:

- (a) the benefit of each of the present and future agreements, licences, options, contracts, guarantees, warranties, easements, agreements for lease, and any other document, in each case, entered into by the

Chargor relating to the use, acquisition, exploitation, disposal of or dealings with any of the Real Property; and

- (b) all of the Chargor's rights and claims from time to time arising in relation to each of the Insurance Policies including the benefit of all claims arising and all money payable under the Insurance Policies.

4. REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties

The Chargor makes the following representations and warranties to and for the benefit of the Lender on the date of this Deed and acknowledges that the Lender has entered into the Finance Agreement in reliance on such representations and warranties:

4.1.1 General

- (a) this Deed creates the Security Interests that it purports to create and each such Security Interest constitutes a legal, valid and effective Security Interest with first ranking priority;
- (b) no Security Interest subsists over any of the Secured Assets except for the Security Interests created by or pursuant to this Deed and no person holds an interest in any of the Secured Assets other than the Lender under this Deed;
- (c) it is the sole legal and beneficial owner of all of the Secured Assets;
- (d) no third party consents are required to ensure the effective creation of the Security Interests envisaged by this Deed;

4.1.2 Real Property

- (a) no breach of any law (including environmental law), regulation or covenant or the terms of any planning permission has occurred and is continuing which has or would be reasonably likely to have a material adverse effect on the value or use of its Real Property or any part of it;
- (b) no covenants, agreements, stipulations, reservations, conditions, interest, rights or other matters whatsoever affect any of its Real Property which have or would be reasonably likely to have a material adverse effect on the value or use of its Real Property or any part of it;
- (c) nothing has arisen or has been created or is subsisting which would be an overriding interest or an unregistered interest over any of its Real Property which would have or be reasonably likely to have a material adverse effect on the value or use of its Real Property or any part of it;

- (d) it has all facilities (including access) necessary for the enjoyment and use of all of its Real Property where the lack of those facilities would have or be reasonably likely to have a material adverse effect on the value or use of its Real Property or any part of it;
- (e) no facility necessary for the enjoyment and use of any of its Real Property is on terms entitling any person to terminate or curtail its use;
- (f) it has received no notice of any adverse claims by any person in respect of any of its Real Property which, if adversely determined, would or would be reasonably likely to have a material adverse effect on the value or use of its Real Property or any part of it; and
- (g) no hazardous or toxic materials, substances, pollutants, contaminants or wastes have at any time been released into the environment or deposited, discharged, displaced or disposed of at its Real Property.

4.1.3 Insurance

- (a) the Insurance Policies have not been amended, modified or cancelled and remain in full force and effect;
- (b) it has not done or omitted to do anything and no event or circumstance has occurred which has made or could make any Insurance Policy void, voidable or subject to any restriction, limitation or an increased premium or which could prevent the Lender from receiving any money payable under any Insurance Policy; and
- (c) it has not received any notification from its insurers that their liability under the Insurance Policies has been reduced or avoided.

4.2 Repetition of representations and warranties

The representations contained in this Clause 4 (Representations and warranties) are deemed to be repeated by the Chargor by reference to the facts and circumstances then existing on each day during the Security Period.

5. UNDERTAKINGS

The undertakings in this Clause 5 (Undertakings) remain in effect throughout the Security Period.

5.1 General

5.1.1 The Chargor must:

- (a) maintain, preserve, protect and keep good and marketable title to all of the Secured Assets;

- (b) maintain and preserve the Security Interests created by or pursuant to this Deed and the first-ranking priority of such Security Interests; and
- (c) provide the Lender with any notices, reports, accounts, circulars and other documents relating to the Secured Assets promptly when the Lender requires.

5.1.2 The Chargor must not:

- (a) create or permit to subsist any Security Interest over any of the Secured Assets other than the Security Interests created by or pursuant to this Deed; or
- (b) either in a single transaction or in a series of transactions sell, transfer, licence, lease, grant any option in respect of or otherwise dispose of all or any part of the Secured Assets or agree or attempt to do so.

5.2 Real Property

5.2.1 The Chargor must:

- (a) keep all buildings, plant, machinery, fixtures, fittings and other effects charged under this Deed in good and substantial repair and in good working order (except only for fair wear and tear) and renew and replace them when they become obsolete, worn out or destroyed;
- (b) punctually pay or cause to be paid and keep the Lender indemnified against, all present and future rents, rates, taxes, levies, charges, duties, assessments, impositions and other outgoings assessed, charged or imposed upon or in respect of its Real Property and, when required, produce to the Lender proof of such payment;
- (c) ensure compliance with all laws, statutes, statutory instruments, regulations and by-laws for the time being in force and all notices, orders and requirements of any competent authority, and all directives and codes of practice affecting its Real Property and give effect to all arrangements which any such authority may direct or recommend;
- (d) complete (with reasonable expedition and in compliance with all planning and by-law consents or agreements entered into with a competent authority) any building operations commenced at any time by it on its Real Property to the satisfaction of the Lender all of which building operations shall have been previously approved by the Lender;
- (e) observe and perform all agreements, assignments, contracts, conveyances, grants and other deeds and documents for the time being

binding on it or affecting its Real Property or its use or enjoyment, and the Chargor must not take or omit to take any action of any kind whereby its interest or estate in its Real Property may be forfeited or otherwise adversely affected;

- (f) if the Chargor receives any notice served under section 146 of the LPA 1925 or any proceedings are commenced for forfeiture of any Lease or any superior lease or the landlord or any superior landlord attempts to re-enter under the provisions of such lease: (i) immediately notify the Lender in writing, and (ii) take such steps as the Lender requires (at the Chargor's own expense);
- (g) permit the Lender to enter any of its Real Property, without prejudice to the powers conferred by this Deed and without becoming a mortgagee in possession, for any reasonable purpose and to view the state of the same;
- (h) punctually pay the rents and perform any other obligations contained in any Lease, agreement for lease, tenancy agreement or licence to occupy its Real Property and enforce the observance and performance by the landlord or licensor of their respective obligations under any such document;
- (i) supply to the Lender, within 7 days of receipt, copies of any notice, order or proposal received by the Chargor from any competent authority or from any landlord or tenant affecting any of the Real Property in any material respect, and, at the cost of the Chargor, either punctually comply with the notice or order or, if so requested by the Lender, make or join with the Lender in making such objections or representations or taking such other steps as the Lender may think fit, and any compensation received by the Chargor as a result shall be charged to the Lender and paid to it and applied in or towards the discharge of the Secured Obligations;
- (j) promptly on receipt, provide to the Lender a copy of each professional valuation report it obtains in relation to any of the Real Property; and
- (k) notify the Lender, promptly on receipt, of any claim, notice or other communication received by it alleging non-compliance by it in relation to any matter referred to in this Clause 5.2 (Real Property).

5.2.2 The Chargor must not:

- (a) create any legal or equitable estate or interest (including any license or sub-license, or grant any interest or right relating to the use, occupation or possession) in or over the whole or any part of its Real Property (or purport to do so) or part with possession or ownership or allow any third party access to or the right to use any of its Real Property;
- (b) exercise any power of leasing its Real Property or grant any licence to assign or underlet;
- (c) without the prior written consent of the Lender:
 - (i) construct any building or make any structural alteration or apply for any planning consent for the development or change of use of any of its Real Property, or, except in the ordinary course of repair, replacement or improvement, at any time sever, remove or dispose of any fixture on it;
 - (ii) enter into onerous or restrictive obligations affecting its Real Property or create or permit to arise any overriding interest or any easement or right in or over it; or
 - (iii) alter, pull down, remove or dispose of any of buildings, plant, machinery, fixtures, fittings on its Real Property except in the ordinary course of repair, maintenance or improvement.

5.3 Insurance

5.3.1 The Chargor must:

- (a) insure and keep insured all of the Real Property against loss or damage by fire and other usual risks and such other risks as the Lender may require to its full replacement value from time to time with such insurers as the Lender may from time to time approve in writing;
- (b) to the extent not provided to the Lender on or prior to the date of this Deed, provide the Lender with copies of the Insurance Policies promptly upon coming into possession of any of them;
- (c) comply with the terms of the Insurance Policies;
- (d) promptly, and in any event no later than their due date, pay all premiums required for keeping up the Insurance Policies and deliver to the Lender within 7 days after they become due the receipts for all such premiums;

- (e) provide the Lender with copies of all correspondence given to or received from any insurer under any Insurance Policy promptly after they are given or received;
- (f) renew each Insurance Policy in good time prior to its expiry date;
- (g) if any of the Insurance Policies become void or voidable, immediately at its own cost, effect a new Insurance Policy of the same value as the void or voidable Insurance Policy;
- (h) procure the noting of this Deed and the Lender's interest on each Insurance Policy and procure that the Lender is first loss payee under each Insurance Policy;
- (i) use all reasonable endeavours to procure that each insurer in respect of each Insurance Policy undertakes in writing to the Lender that it will:
 - (i) immediately inform the Lender if the Chargor defaults in the payment of any premium or fails to renew any Insurance Policy and, pending receipt of instructions from the Lender, keep the Lender's interest in each Insurance Policy in full force and effect for the full amount insured and for the same risks, subject to any premium for any such period of extended cover being payable by the Lender on behalf of the Chargor;
 - (ii) advise the Lender of any proposed cancellation of any Insurance Policy at least 30 days before the cancellation is due to take effect; and
 - (iii) if, in relation to any Insurance Policy, the insurance cover is to be reduced or any insured risks are to be restricted, advise the Lender at least 30 days before the reduction or restriction is due to take effect; and
- (j) ensure that all proceeds of any of the Insurance Policies will be paid to the Lender and applied towards making good the loss or damage in respect of which the money was received or, at the option of the Lender after the Security Interests created by or pursuant to this Deed become enforceable, towards the discharge of the Secured Obligations; and
- (k) pay all money it may receive in respect of any Insurance Policy to the Lender immediately upon receipt and, pending such payment, hold all money so received upon trust for the Lender.

- 5.3.2 The Chargor must not do, or omit to do, any act or commit any default by which any Insurance Policy may become void, voidable or subject to any restriction, limitation or an increased premium or by which the Lender may be hindered from receiving any money payable under any Insurance Policy.

6. PERFECTION OF SECURITY

6.1 Title documents

The Chargor must:

- 6.1.1 immediately upon the execution of this Deed, deposit with the Lender, all deeds, title documents, certificates and other documents constituting or evidencing title to each of the Secured Assets; and
- 6.1.2 at any time after the execution of this Deed, deposit with the Lender any further deeds, title documents, certificates and other documents constituting or evidencing title to the Secured Assets, promptly upon coming into possession of any of them.

6.2 Document delivery and other steps to perfect security

- 6.2.1 The Chargor must, immediately upon the execution of this Deed, execute and deliver to the Lender (at the Chargor's expense) in such form and substance as the Lender may reasonably require:
- (a) all documents required to perfect the Security Interests created, or purported to be created, by or pursuant to this Deed (including any documents required in connection with any registration formalities); and
 - (b) any notices to any third party of any of the charges or assignments contained in this Deed.
- 6.2.2 The Chargor must take all such other action as is available to it as may be necessary or as may reasonably be requested by the Lender to create, perfect, protect or maintain any of the Security Interests created, or purported to be created, by or pursuant to this Deed or to vest title to any Secured Asset in the Lender or its nominee or any purchaser, or to facilitate the realisation of any Secured Asset under this Deed or the exercise of any of the rights, powers and remedies of the Lender provided by or pursuant to this Deed or by law, including:
- (a) making all filings and registrations with and paying all taxes and duties to the appropriate authorities (including Companies House and the Land Registry); and

- (b) making an application to the Land Registry for a restriction to be placed on the Proprietorship Register of the Chargor's Real Property so that no disposition of any such Real Property by the Chargor is to be registered without the prior written consent of the Lender.

6.3 Notices of assignment

- 6.3.1 The Chargor must, immediately upon the occurrence of an Event of Default, give notice of assignment of the Chargor's rights and claims from time to time arising in relation to the Insurance Policies, substantially in the form set out in Schedule 2 (Insurance Policies—Form of notice of assignment and acknowledgement) to each of the insurers under each of the Insurance Policies and use all reasonable endeavours to procure that each such insurer returns the signed acknowledgement of such notice directly to the Lender within 10 days from the date of this Deed.
- 6.3.2 If the Chargor acquires any rights, title or interest in an Insurance Policy after the date of this Deed, it must, promptly upon the acquisition by it of such rights, title or interest, give notice of the assignment of the Chargor's rights and claims from time to time arising in relation to such Insurance Policy, substantially in the form set out in Schedule 2 (Insurance Policies—Form of notice of assignment and acknowledgement) to the insurer under such Insurance Policy and use all reasonable endeavours to procure that such insurer returns the signed acknowledgement of such notice directly to the Lender within 10 days from the date the notice of assignment is served.

7. FURTHER ASSURANCE

7.1 Further assurance

- 7.1.1 The Chargor must, if requested by the Lender, execute in favour of the Lender (or as the Lender directs) such further legal or other assignments or mortgages of, or charges on, the Secured Assets as the Lender requires to secure the payment and discharge of the Secured Obligations.
- 7.1.2 The assignments, mortgages or charges shall be prepared by or on behalf of the Lender at the cost of the Chargor, and shall contain such provisions as the Lender may require.

7.2 Future acquisitions of Real Property

If the Chargor acquires any freehold or leasehold property after the date of this Deed, the Chargor must:

- 7.2.1 immediately notify the Lender;
- 7.2.2 immediately upon request by the Lender and at the cost of the Chargor, execute and deliver to the Lender a legal mortgage in favour of the Lender of that property in a form consistent with this Deed, which the Lender may require;
- 7.2.3 give the Land Registry written notice of the Security Interests created by this Deed and any mortgage;
- 7.2.4 if applicable, ensure that the Security Interests created by this Deed and any mortgage are correctly noted against the Charges Register against the title of the relevant freehold or leasehold property at the Land Registry; and
- 7.2.5 attend to any other perfection of security requirements required by the Lender.}

8. ENFORCEMENT

8.1 When enforceable

The Security Interests created by or pursuant to this Deed shall become immediately enforceable at any time after the occurrence of an Event of Default.

8.2 Entitlement

After the Security Interests created by or pursuant to this Deed have become enforceable, the Lender may in its absolute discretion enforce all or any part of this Deed in any manner it sees fit.

9. APPOINTMENT AND POWERS OF A RECEIVER

9.1 Appointment of a Receiver

At any time:

- 9.1.1 after the Security Interests created by or pursuant to this Deed have become enforceable; or
- 9.1.2 if so requested by the Chargor

the Lender may appoint by writing any person to be a Receiver of all or any part of the Secured Assets.

9.2 Powers of Receivers joint and several

Where more than one Receiver is appointed, they shall have power to act separately unless the Lender in the appointment specifies to the contrary.

9.3 Remuneration of Receiver

The Lender may from time to time determine the remuneration of the Receiver.

9.4 Power of the Lender to remove Receiver

The Lender may, subject to section 45 of the Insolvency Act 1986, remove the Receiver from the assets of which it is Receiver.

9.5 Further appointment

The appointment of a Receiver shall not preclude:

- 9.5.1 the Lender from making any subsequent appointment of a Receiver over all or any of the Secured Assets over which a Receiver has not previously been appointed or has ceased to act; or
- 9.5.2 a Receiver, while continuing to act, consenting to the appointment of an additional Receiver to act with it.

9.6 Status of Receiver as agent

A Receiver shall be the agent of the Chargor and the Chargor shall be solely liable for the Receiver's acts, defaults and remuneration, unless and until the Chargor goes into liquidation, after which the Receiver shall act as principal and shall not become the agent of the Lender.

9.7 Powers of Receiver

A Receiver shall have and be entitled to exercise in relation to the Chargor all the powers set out in Schedule I to the Insolvency Act 1986, and in particular, by way of addition and without limiting such powers, and without prejudice to the powers of the Lender, a Receiver shall have power either in its own name or in the name of the Chargor:

- 9.7.1 in connection with any sale or other disposition of the Secured Assets, to receive the consideration for the sale in a lump sum or in instalments and to receive shares by way of consideration;
- 9.7.2 to grant options, licences or any other interests in the Secured Assets;
- 9.7.3 to sever fixtures from, and to repair, improve and make any alterations to, the Secured Assets;
- 9.7.4 to do all other acts and things which it may consider desirable or necessary for realising any Secured Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed; and
- 9.7.5 to exercise in relation to any of the Secured Assets all the powers, authorities and things which it would be capable of exercising if it was the absolute beneficial owner of the Secured Asset.

9.8 Limitation on Lender's liability

Neither the Lender nor any Receiver shall be liable:

- 9.8.1 for any loss, however caused, arising out of:

- (a) any sale or other disposal of any of the Secured Assets and whether or not a better price could or might have been obtained by deferring or advancing the date of such sale or other disposal; or
- (b) the exercise of or failure to exercise any of the Lender's powers under this Deed; or

9.8.2 to account as mortgagee in possession for any of the Secured Assets.

9.9 Section 109 of the LPA 1925

Section 109 of the LPA 1925 shall not apply to this Deed.

10. POWER OF ATTORNEY

10.1 Power of attorney

The Chargor, by way of security, irrevocably appoints the Lender (whether or not a Receiver has been appointed) and any Receiver separately, to be the attorney of the Chargor with full power to appoint substitutes and to delegate, for the Chargor in its name and on its behalf, and as its act and deed or otherwise, to execute, deliver and otherwise perfect any document, or perform any act:

- 10.1.1 that may be required of the Chargor under this Deed; or
- 10.1.2 that may be deemed by the attorney necessary or desirable for any purpose of this Deed (including, after the Security Interests created by or pursuant to this Deed have become enforceable, to transfer legal ownership of any of the Secured Assets).

10.2 Ratification

Without prejudice to the generality of Clause 10.1 (Power of attorney), the Chargor covenants with the Lender and separately with any Receiver to ratify:

- 10.2.1 all transactions entered into by any attorney in the proper exercise of its powers in accordance with this Deed; and
- 10.2.2 all transactions entered into by any attorney in signing, sealing or delivering any deed, assurance or document, perfecting any Security Interest or performing any act, in each case in the proper exercise of its powers in accordance with this Deed.

11. OTHER POWERS EXERCISABLE BY THE LENDER

11.1 Lender may exercise Receiver's powers

All powers of a Receiver conferred by this Deed may be exercised by the Lender after the Security Interests created by or pursuant to this Deed have become enforceable, whether

as attorney of the Chargor or otherwise, and whether or not a Receiver has been appointed.

11.2 Lender empowered to receive receivables

The Lender or any manager or officer of the Lender is irrevocably empowered to receive all receivables and claims that may be assigned to the Lender under this Deed, on payment to give an effectual discharge for them, on non-payment to take and institute if the Lender in its sole discretion so decides all steps and proceedings either in the name of the Chargor or in the name of the Lender for their recovery, and to agree accounts and to make allowances and to give time to any surety. The Chargor undertakes to ratify and confirm whatever the Lender or any manager or officer of the Lender shall do or purport to do under this Clause 11 (Other powers exercisable by the Lender).

11.3 Lender not obliged to take action relating to receivables

The Lender shall not be obliged to:

11.3.1 make any enquiry as to the nature or sufficiency of any sums received by it in respect of any receivables or claims assigned to it under this Deed or pursuant to any of the Secured Assets;

11.3.2 make any claim or take any other action under this Deed; or

11.3.3 collect any money or enforce any of its other rights under this Deed.

11.4 Lender has no obligation under the Insurance Policies

The Lender shall have no obligation under the Insurance Policies and shall have no liability in the event of failure by the Chargor to perform its obligations under the Insurance Policies.

12. POWERS OF SALE, LEASING, ACCEPTING SURRENDERS AND SEVERANCE

12.1 Statutory power of sale to arise on execution

Section 103 of the LPA 1925 shall not apply to this Deed, but the statutory power of sale shall, as between the Lender and a purchaser from the Lender, arise on, and be exercisable at any time after, the execution of this Deed. However, the Lender shall not exercise such power of sale until the Security Interests created by or pursuant to this Deed become enforceable, or a Receiver has been appointed, but this provision shall not affect a purchaser or require a purchaser to ask whether a demand or appointment has been made.

12.2 Power of the Lender to grant leases

12.2.1 The statutory powers of sale, leasing and accepting surrenders exercisable by the Lender by virtue of this Deed shall be extended so as to authorise the Lender (whether in its own name or that of the Chargor) after the Security Interests

created by or pursuant to this Deed have become enforceable, to grant leases of any of the Real Property on such terms and conditions as the Lender shall think fit.

- 12.2.2 The Chargor must not, in connection with the Real Property, exercise any of the powers of leasing or accepting surrenders of leases conferred by sections 99 and 100 of the LPA 1925 or by common law without the Lender's prior written consent.

12.3 Lender may sever fixtures

The statutory power of sale exercisable by the Lender is extended so as to authorise the Lender to sever any fixtures from any Real Property and sell them separately.

13. PROTECTION OF THIRD PARTIES

No person (including a purchaser) dealing with the Lender or any Receiver or any of their respective nominees or agents, shall be concerned to enquire:

- 13.1.1 whether the Security Interests created by or pursuant to this Deed have become enforceable;
- 13.1.2 whether any Receiver is validly appointed or acting within its powers;
- 13.1.3 whether any power exercised or purported to be exercised has become exercisable;
- 13.1.4 whether any of the Secured Obligations remain due;
- 13.1.5 as to the necessity or expediency of any stipulations or conditions subject to which the sale of any Secured Asset is made, or otherwise as to the propriety or regularity of the sale of any Secured Asset; or
- 13.1.6 how any money paid to the Lender or a Receiver, or their respective nominees or agents, is applied.

14. CONSOLIDATION OF MORTGAGES

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

15. RIGHTS OF LENDER OR RECEIVER TO REMEDY BREACH

If the Chargor defaults in its performance of any of the undertakings under Clause 5 (Undertakings) or other obligations in this Deed, the Lender or any Receiver may (but shall not be obliged to) do whatever may be necessary to rectify the default or protect the Lender's interest under this Deed (including, if applicable, entering the Real Property without becoming liable as mortgagee in possession) at the expense of the Chargor.

16. APPLICATION OF MONEY RECEIVED BY THE LENDER OR A RECEIVER

16.1 Application of recoveries

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

16.1.1 in payment of the remuneration of the Receiver and the costs of realisation incurred by the Lender and/or the Receiver including all costs, charges and expenses of or incidental to any exercise of any power conferred by this Deed;

16.1.2 in or towards the payment of any debts or other amounts which are by statute made payable in preference to the Secured Obligations, to the extent that such debts or other amounts are made so payable;

16.1.3 in or towards satisfaction of the Secured Obligations in such order as the Lender determines, in its absolute discretion; and

16.1.4 as to the surplus, if any, to the Chargor or to any other person or persons entitled to it.

16.2 Credit to a suspense account

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 Obligations, place and keep to the credit of an interest-bearing separate or suspense account any money received, recovered or realised by the Lender under or in connection with this Deed for so long and in such manner as the Lender may determine without any intermediate obligation on its part to apply the same or any part of such money in or towards the discharge of any of the Secured Obligations.

17. DEFAULT INTEREST

If the Chargor fails to make any payment due under this Deed on its due date, interest on the unpaid amount shall accrue daily, from the date of non-payment to the date of actual payment (both before and after judgment) at the rate specified in, and in accordance with, clause 1.5.2 of the Facility Agreement and the Chargor undertakes to pay any such interest to the Lender immediately on demand by the Lender.

18. COSTS, EXPENSES AND INDEMNITY

18.1 Costs – Settlement of Deed

The Chargor must, within 3 (three) Business Days of demand by the Lender, pay to the Lender all costs and expenses (including legal fees) together with VAT on such amounts incurred by the Lender arising at any time in connection with:

18.1.1 the negotiation, preparation, execution or perfection of this Deed (or the Security Interests created by it) including pursuant to Clauses 6 (Perfection of security) and 7 (Further assurance); and/or

18.1.2 responding to, considering or implementing any request for a consent, amendment or waiver to this Deed.

18.2 Costs – Enforcement

The Chargor must, within 3 (three) Business Days of demand by the Lender, pay to the Lender on a full indemnity basis all costs, losses and liabilities (including legal fees) together with VAT thereon incurred by or on behalf of the Lender arising at any time as a result of or in connection with:

18.2.1 the occurrence of an Event of Default; or

18.2.2 the preservation and/or enforcement of any of the rights of the Lender under this Deed.

19. PAYMENTS

19.1 Manner

All sums payable by the Chargor under this Deed must be paid in Sterling in full without any set-off or counterclaim and in cleared funds no later than 11 am on the day in question to such account as the Lender may have specified for this purpose.

19.2 Non-Business Days

Where the day on or by which any payment is to be made is not a Business Day, that payment must be made on or by the following Business Day.

20. CURRENCY INDEMNITY

20.1 Indemnity

The Chargor must, as an independent obligation, indemnify the Lender against any loss or liability which the Lender incurs as a consequence of:

20.1.1 the Lender receiving an amount in respect of the Chargor's liability under this Deed; or

20.1.2 that liability being converted into a claim, proof, judgment or order, in a currency other than Sterling.

20.2 Waiver

Unless otherwise required by law, the Chargor waives any right it may have in any jurisdiction to pay any amount under this Deed in a currency other than Sterling.

21. SET-OFF

21.1 Retention and set-off

The Lender may retain any money standing to the credit of any of the Chargor's bank accounts with the Lender (in any currency) as cover for any of the Secured Obligations and/or may at any time, without notice to the Chargor, combine or consolidate all or any of such money with all or such part of the Secured Obligations as the Lender may select, whether presently payable or not, and the Lender may purchase with any such money any other currency required to effect such combination.

21.2 Power to sign documents

The Chargor irrevocably authorises the Lender in its name and at its expense to perform such acts and sign such documents as may be required to give effect to any set-off or transfer pursuant to Clause 21.1 (Retention and set-off), including the purchase with the money standing to the credit of any such bank account of such other currencies as may be necessary to effect such set-off or transfer.

21.3 No security

This Clause 21 (Set-off) gives to the Lender a contractual right of set-off only, and does not create any equitable charge or other Security Interest over any credit balance of the Chargor.

22. INFORMATION

The Lender may from time to time seek from any other creditor or provider of finance to the Chargor such information about the Chargor and its affairs as the Lender may think fit and the Chargor directs such third party to provide such information to the Lender.

23. TRANSFERS

23.1 Right of Lender to transfer

The Lender is entitled at any time to assign its rights or otherwise transfer all or any part of its rights or obligations under this Deed or any notice and/or acknowledgement referred to in Clause 6.3 to any party to whom it has assigned its rights or otherwise transferred its rights or obligations under the Facility Agreement.

23.2 No right of Chargor to transfer

The Chargor is not entitled to assign its rights or otherwise transfer all or any part of its rights or obligations under this Deed.

23.3 Disclosure

The Chargor irrevocably authorises the Lender to disclose any information concerning the Chargor, this Deed or the Secured Obligations to:

- 23.3.1 any prospective assignee or transferee referred to in Clause 23.1 (Right of Lender to transfer) and any other person considered by the Lender to be concerned in the prospective assignment or transfer; and
- 23.3.2 any person who, as part of the arrangements made in connection with any transaction referred to in Clause 23.1 (Right of Lender to transfer), requires such information after the transaction has been effected.

24. NOTICES

24.1 Form

Any notice or other communication given by a party under this Deed must:

- 24.1.1 be in writing and in English; and
- 24.1.2 be signed by or on behalf of the party giving it.

24.2 Delivery

Notices will be sent to:

- 24.2.1 Chargor - Attention: The Directors at the Chargor's registered office; and
- 24.2.2 Lender - Attention: The Directors at the Lender's registered office

24.3 Changes

A Party may change any of its details given in Clause 24.2 by giving not less than 5 (five) Business Days' notice to the other Party.

24.4 Deemed Receipt

Notices may be given and will be deemed received:

- 24.4.1 by hand: on delivery;
- 24.4.2 by pre-paid first classpost: at 9.00 am on the 2nd (second) Business Day after posting; and
- 24.4.3 by email provided confirmation is sent by pre-paid first class post: 24 hours from delivery if sent to the correct email address and no notice of delivery failure is received.

24.5 Proceedings

This Clause 24 (Notices) does not apply to any notice given in legal proceedings, arbitration or other dispute resolution proceedings.

25. AMENDMENTS

No amendment, waiver or variation of any of the terms of this Deed will be valid or effective unless made in writing and executed by or on behalf of the Parties.

26. REMEDIES AND WAIVERS

26.1 Omissions etc.

No failure, delay or omission by the Lender in exercising any right, power or remedy provided by law or under this Deed shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

26.2 Future Exercise

No single or partial exercise of any right, power or remedy provided by law or under this Deed shall prevent any future exercise of it or the exercise of any other right, power or remedy.

26.3 Rights Cumulative

The Lender's rights, powers and remedies under this Deed are cumulative and they do not exclude any rights or remedies that arise by law.

26.4 Release etc.

Any release, waiver or discharge of the whole or any part of the Secured Obligations or any consent, approval or waiver given by the Lender in relation to this Deed shall only be effective for that specific purpose and for the terms and conditions upon which it was granted.

27. CONTINUING AND ADDITIONAL SECURITY

27.1 Continuing Security

This Deed is a continuing security for the Secured Obligations in favour of the Lender and shall extend to cover the ultimate balance due at any time from the Chargor to the Lender under the Finance Agreement, notwithstanding any intermediate payment or settlement of account (whether in whole or in part) or any other matter whatever.

27.2 Additional Security

The Security Interests constituted by this Deed are in addition to and do not prejudice, nor are they in any way prejudiced by, any other Security Interest, guarantee or right of set-off, combination or other rights exercisable by the Lender against the Chargor or any Security Interest, guarantee, indemnity and/or negotiable instrument now or in the future held by the Lender.

28. NO PREJUDICE

28.1 Other documents

The Security Interests created, or intended to be created, by or pursuant to this Deed shall not be prejudiced by any unenforceability or invalidity of any other agreement or document.

28.2 Indulgence

The Lender may in its discretion grant time or other indulgence or make any other arrangement, variation or release with any person who is not a Party without prejudicing, affecting or impairing the Security Interests created by or pursuant to it, or any of the powers, rights or remedies of the Lender under this Deed or the exercise of any one of them or other obligation or liability of the Chargor to the Lender.

29. NO MERGER

Nothing contained in this Deed shall operate so as to merge or otherwise prejudice, affect or exclude any other Security Interest which the Lender may for the time being hold for the Secured Obligations or would have but for this Deed.

30. EVIDENCE OF DEBT

30.1 Accounts

A copy of any entry in the Lender's accounts shall in any legal proceedings arising out of or in connection with this Deed be prima facie evidence of the matters, transactions and accounts to which it relates.

30.2 Certificate

A certificate by the Lender as to any sum payable to it under this Deed shall, in the absence of manifest error, be conclusive evidence of the matters, transactions and accounts to which it relates.

31. REDEMPTION OF SECURITY AND RELEASES

Subject to and without prejudice to Clause 32 (Conditional discharge), on the irrevocable and unconditional payment and discharge in full of the Secured Obligations, the Lender shall, at the request and cost of the Chargor:

31.1.1 take whatever action is necessary to release and cancel the Security Interests created by or pursuant to this Deed;

31.1.2 procure the reassignment to the Chargor of the property and assets assigned to the Lender pursuant to this Deed; and

31.1.3 return all deeds and other documents of title delivered to the Lender under this Deed,

in each case without recourse to, or any representation or warranty by, the Lender or any of its nominees.

32. CONDITIONAL DISCHARGE

32.1 Release

Any release, settlement or discharge between the Lender and the Chargor will be conditional upon no security, disposition or payment to the Lender by the Chargor or any other person in respect of the Secured Obligations being avoided, set aside, reduced or ordered to be refunded by virtue of any statutory provision relating to insolvency or liquidation or for any reason whatsoever.

32.2 Avoidance

If any such release, settlement or discharge is so avoided, set aside, reduced or ordered to be refunded, the liability of the Chargor under this Deed shall continue or be reinstated and the Lender shall be entitled to recover the value or amount of any such security, disposition or payment from the Chargor as if the release, settlement or discharge had not occurred.

32.3 Retention of Deed

Subject to Clauses 32.1 and 32.2, the Lender shall be entitled to retain this Deed after as well as before payment of all the Secured Obligations for such period as the Lender may determine.

33. PARTIAL INVALIDITY

33.1 Invalidity

If any provision of this Deed (or part of any provision of this Deed) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Deed (or other part of that provision of this Deed) shall not be affected.

33.2 Severance

If any provision of this Deed (or part of any provision of this Deed) is or becomes illegal, invalid or unenforceable but would be legal, valid or enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion, the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision in place of the provision or part-provision so deleted.

34. COUNTERPARTS

34.1 Counterparts

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

34.2 Electronic completion

Each Party may evidence their execution of this Deed by faxing or by emailing an executed signature page of this Deed in PDF format together with the final version of this Deed in PDF or Word format, which shall constitute an original executed counterpart of this Deed. Each Party adopting this method of execution will, following circulation by fax or by email, provide the original, hard copy executed signature page to the other Party as soon as reasonably practicable.

35. GOVERNING LAW AND JURISDICTION

35.1 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.

35.2 Jurisdiction

Subject to Clause 35.3, the Parties irrevocably agree, for the sole benefit of the Lender, 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 Deed, its subject matter or formation (including non-contractual disputes or claims).

35.3 Proceedings

Notwithstanding Clause 35.2, the Parties irrevocably agree that the Lender shall have the right to take, and shall not be prevented from taking, proceedings against the Chargor to settle any dispute or claim arising out of, or in connection with, this Deed, its subject matter or formation (including non-contractual disputes or claims) in any other court of competent jurisdiction and that the Lender may take such proceedings in any number of jurisdictions, whether concurrently or not, to the extent permitted by law.

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

SCHEDULE 1**Real Property****Part A : The freehold Real Property (if any)**

<i>Name or other short form identification of the freehold real property</i>	<i>Description of freehold real property</i>	<i>Title number of freehold real property, as evidence of Chargor's title</i>
Land on the south side of 10 Redehall Road, Smallfield, Horley RH6 9QL as the same is shown hatched black on the Plan		SY597471 (part)

Part B : The leasehold Real Property (if any)

<i>Name or other short form identification of the leasehold real property</i>	<i>Description of lease, parties and date of lease (including any amendments and variations) under which the leasehold real property is held</i>	<i>Description of leasehold real property</i>	<i>Title number of leasehold real property, as evidence of Chargor's title</i>
None			

SCHEDULE 2

Insurance Policies—Form of notice of assignment and acknowledgement

Part A : Form of notice of assignment to insurer

{TO BE PRINTED ON THE HEADED NOTEPAPER OF THE CHARGOR}

To: {insert name and address of the relevant insurer}

Date: {•}

Dear Sirs,

{insert brief description of the relevant insurance policy}

1. We refer to the legal charge dated {•} and granted by us as chargor (the 'Chargor') in favour of Willco Properties Limited (the 'Lender') (the 'Legal Charge').
2. We refer to the insurance policy effected by us as the policy holder, with you as the insurer relating to {insert brief description of relevant policy and risks covered}, with policy number {•} and any policy that may be effected to renew, substitute or replace such insurance policy (the Insurance Policy).
3. We give you notice that pursuant to the terms of the Legal Charge', we have assigned (and, to the extent not validly or effectively assigned, we have charged by way of fixed charge) to the Lender by way of security all of our rights and claims from time to time arising in relation to the Insurance Policy including the benefit of all claims arising and all money payable under the Insurance Policy.
4. With effect from the date of receipt of this notice, you shall:
 - 4.1.1 immediately inform the Lender if we default in the payment of any premium or fail to renew the Insurance Policy and, pending receipt of instructions from the Lender, keep the Lender's interest in the Insurance Policy in full force and effect for the full amount insured and for the same risks, subject to any premium for any such period of extended cover being payable by the Lender on behalf of us;
 - 4.1.2 not, as against the Lender, avoid the Insurance Policy or refuse any claims (with or without returning any premium paid), treat the Insurance Policy as if it had been entered into on different terms, reduce the amount to be paid on a claim or suspend its liability under the Insurance Policy, as a result of any non-disclosure, misrepresentation or breach of any policy term or condition on the part of any other insured party;

- 4.1.3 advise the Lender of any proposed cancellation of the Insurance Policy at least 30 days before the cancellation is due to take effect; and
 - 4.1.4 if, in relation to the Insurance Policy, the insurance cover is to be reduced or any insured risks are to be restricted, advise the Lender at least 30 days before the reduction or restriction is due to take effect.
- 5. You must not (without the Lender's prior written consent) exercise any right of set-off or counterclaim in relation to any amounts owed under or in connection with the Insurance Policy.
- 6. We irrevocably and unconditionally instruct and authorise you, without requiring further approval from us, to:
 - 6.1.1 promptly disclose to the Lender such information relating to the Insurance Policy as the Lender may at any time request; and
 - 6.1.2 provide the Lender with copies of all correspondence given to or received from us under the Insurance Policy promptly after it is given or received.
- 7. The authority and instructions contained in this notice cannot be revoked or varied by us without the prior written consent of the Lender.
- 8. This notice 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.
- 9. Please acknowledge safe receipt of this notice within {•} days of receipt of this notice, by signing, dating and returning the attached acknowledgement directly to the Lender at Annecy Court, Ferry Works, Summer Road, Thames Ditton, Surrey KT7 0QJ and by sending a copy to us.

Yours faithfully

.....

Director/Authorised signatory

for and on behalf of {insert name of the Chargor}

Part B : Form of acknowledgement of notice of assignment from insurer

{TO BE PRINTED ON THE HEADED NOTEPAPER OF THE RELEVANT INSURER}

To: Willco Properties Limited
Annecy Court, Ferry Works, Summer Road, Thames Ditton, Surrey KT7 0QJ
For the attention of: The Directors

Copy to: Portgreen Properties Limited
East Wing, Harewood House, Outwood Lane, Outwood, Surrey RH1 5PN
For the attention of: The Directors

Date: {•}

Dear Sirs,

{insert brief description of the relevant insurance policy}

1. We acknowledge receipt of the notice of assignment dated {•} and sent to us by {insert name of Chargor} (the 'Chargor') in connection with the insurance policy effected by the Chargor as the policy holder, with us as the insurer relating to {insert brief description of relevant policy and risks covered}, with policy number {•} and any policy that may be effected to renew, substitute or replace such insurance policy (the Insurance Policy) (the 'Notice').
2. We hereby consent, notwithstanding any provision to the contrary in the Insurance Policy, to the assignment (and, to the extent not validly or effectively assigned, to the fixed charge) of the Insurance Policy under the Legal Charge (as defined in the Notice).
3. In consideration of your agreement to make available certain loan facilities to the Chargor, we accept the instructions and authorisations contained in the Notice and agree to comply with the terms of the Notice.
4. We also agree that you are entitled at any time to assign your rights under this acknowledgement to any party to whom you have assigned or otherwise transferred your rights under the Legal Charge.

5. We confirm that we have not received notice of any other assignment, charge or other third party interest whatsoever of or in any of the rights, title or interest of the Chargor under the Insurance Policy.
6. This acknowledgement 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.

Yours faithfully

.....

Director/Authorised signatory

for and on behalf of {insert name of the Insurer}}

SIGNED AS A DEED

by **PORTGREEN PROPERTIES LIMITED**

acting by

NAME:

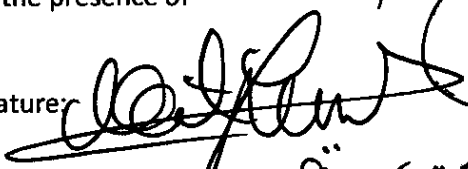
a director, in the presence of

Witness Signature:

Name

Address:

Occupation:


MARTIN FAWCETT
SUMMERS SOLICITORS LLP
22 WELBECK STREET
LONDON
W1G 8EF
Solicitor

SIGNED AS A DEED

by **WILLCO PROPERTIES LIMITED**

acting by

NAME:

a director, in the presence of

Witness Signature:

Name

Address:

Occupation:

Land Registry
Official copy of
title plan

Title number **SY597471**
Ordnance Survey map reference **TQ3142NE**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Surrey : Tandridge**



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