

MR01

Particulars of a charge

247558/17



A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

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

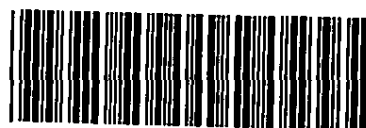
☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of
delivered outside of the 21 days it will be rejected unless it is
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this
scanned and placed on the public record **Do not send the**

FRIDAY



A37 05/09/2014 #25 official use
COMPANIES HOUSE

1 Company details

Company number 0 5 4 1 3 1 0 5 /

Company name in full FOUR DOOR LEMON LIMITED ✓

0003

→ **Filing 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 2 d 1 m 0 m 8 y 2 y 0 y 1 y 4 /

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 FOUR DOOR LEMON VISION 1 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

PLEASE SEE ATTACHED CONTINUATION SHEET FOR LIST OF ASSETS TO BE CHARGED

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

Weightman LP

X

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

MR01 - continuation page

Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

THE SCHEDULE

Description of the equipment mortgaged

Computer Equipment

Date	Description
01/05/2005	4x Opteron 244, 2x STACKER, 4x 160GB, 2x 650W PSU, 2x 1GB mem, 2x GeForce 6800
01/05/2005	2x Thunder K8WE
01/05/2005	2x Corsair 2GB 3200
14/03/2006	Two Athlon 64, 2GB, 2x L90D+ TFT Grandstream phone, Dlink hub
01/10/2007	\$6391 23 for Nintendo DS + Nintendo Wii development parts + transaction fee
04/10/2007	Playstation Portable Development Kit
04/10/2007	Vostro 400 PC
06/12/2007	4x500G drive, 1x3Ware SATA raid, etc
10/12/2007	PS3 Debugging Station Bundle
04/01/2008	Xbox 360 Devkit - VAT zero rated £155 58 commision
03/04/2008	Nintendo DS devkit
20/07/2009	Vostro 1520 laptop
16/09/2009	Titan Goliath
11/11/2009	iPod Touch 2G, Mac Mini
12/11/2009	Dell UltraSharp 24" monitor, Titan Theo, Keyboard, Mouse
21/11/2009	Titan Goliath
15/04/2010	Apple
20/05/2011	Overclockers UK
27/05/2011	Overclockers UK
15/06/2011	Overclockers UK
28/06/2011	Overclockers UK
27/07/2011	Apple
17/10/2011	Apple
17/11/2011	Overclockers UK
23/11/2011	Overclockers UK
19/03/2012	Overclockers UK
23/03/2012	Overclockers UK
12/04/2012	Overclockers UK
26/12/2011	Software - escape Studios
04/05/2012	Overclockers UK
22/05/2012	Overclockers UK
25/01/2013	Overclockers UK
18/02/2013	Overclockers UK
08/03/2013	Overclockers UK
22/03/2013	Overclockers UK
15/04/2013	Save On Laptops
30/06/2014	Caseking UK - Titan Machete Gaming PC
	International Software Partners - VTune Amplifier XE f/Win OS
18/07/2014	NmdU Comm ESD

Office Equipment

04/03/2013	London Aeron
various	Desks, chairs, storage units, computer software and bookcases

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 **PATRICIA GRINER**

Company name **WEIGHTMANS LLP**

Address **100 OLD HALL STREET**

Post town **LIVERPOOL**

County/Region

Postcode

L 3 9 Q J

Country

DX **718100 - LIVERPOOL 16 -**

Telephone **0845 - 073 9900**

**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 £13 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.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5413105

Charge code: 0541 3105 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st August 2014 and created by FOUR DOOR LEMON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th September 2014.

Given at Companies House, Cardiff on 9th September 2014

DX



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 21 August 2014

FOUR DOOR LEMON VISION 1 LIMITED

-and-

FOUR DOOR LEMON LIMITED

CHattel MORTGAGE

I CERTIFY THIS TO BE
A TRUE COPY OF THE ORIGINAL

Weightmans LLP
WEIGHTMANS LLP
100 OLD HALL STREET
LIVERPOOL L3 9QJ

THIS MORTGAGE DEED is made the 21 day of August 2014

BETWEEN

- (1) Four Door Lemon Limited (Company number 05413105) whose registered office is Unit 10,7 Burnett Street, Bradford, BD1 5BJ ("the Company"), and
- (2) Four Door Lemon Vision 1 Limited a company incorporated under the laws of England & Wales (company number 08379958) whose registered office is at PO Box 5, Willow House, 33 Oldfield Road, Heswall, Wirral CH60 0FW ("the Lender")

BACKGROUND

- (A) This Mortgage provides security which the Company has agreed to give the Lender for all of the Company's obligations to the Lender
- (B) As consideration for the Mortgage, the Lender has entered into a loan agreement on or about the date hereof

DEFINITIONS

In this Mortgage, so far as the context admits, the following words and expressions shall, where the context permits, have the following meanings

"Insolvency Event" means in relation to the Company, each of the following

- (a) a meeting is convened for the purpose of considering a resolution to wind up the Company,
- (b) such a resolution as is mentioned in paragraph (a) is passed,
- (c) a meeting of the directors or members of the Company is convened for the purpose of considering a resolution to seek a winding up order, an administration order or the appointment of an administrator,
- (d) such a resolution as is mentioned in paragraph (c) is passed,
- (e) a petition for a winding up or an application for an administration order is made by the Company or its directors or members or is presented against the Company,
- (f) such an order as is mentioned in paragraph (e) is made,
- (g) a notice of appointment of or notice of intention to appoint an administrator is issued by the Company, its directors or by the holder of a qualifying floating charge or a proposal is made for, or the Company becomes subject to, any voluntary arrangement or the directors or members of the Company take steps to obtain a moratorium,

- (h) a receiver (administrative or otherwise) is appointed over all or part of the Company's assets,
- (i) the Company takes part in any action (including entering negotiations) with a view to readjustment, rescheduling, forgiveness or deferral of any part of the Company's indebtedness,
- (j) the Company proposes or makes any general assignment, composition or arrangement with or for the benefit of all or some of the Company's creditors,
- (k) the Company suspends or threatens to suspend making payments to all or some of the Company's creditors,
- (l) any action is taken in any jurisdiction which is similar or analogous to any of the foregoing, or
- (m) the Lender has reasonable grounds for believing that any of the foregoing is imminent

1. AGREEMENT TO PAY

The Company will pay to the Lender in accordance with any relevant agreement in writing between the Lender and the Company relating to the amounts hereby secured or, in the absence of such agreement, on demand

- (a) all money and liabilities (including further advances made hereafter by the Lender and secured directly or indirectly by this Mortgage) whether certain or contingent which now are or at any time hereafter may be due owing or incurred by the Company to the Lender anywhere or for which the Company may be or become liable to the Lender in any manner whatever (and whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety),
- (b) interest on all such money and liabilities to the date of payment at such rate as may from time to time be agreed between the Lender and the Company in writing or, in the absence of such agreement, at the rate of 3% above Barclays Bank plc's base rate for the time being in force in respect of any such money or liabilities denominated in sterling and 3% above the Lender's cost (as certified by the Lender) from time to time of obtaining the relevant currency in respect of any such money or liabilities denominated in a currency other than sterling,
- (c) commission and other lending charges and any legal and other costs, charges and expenses incurred by the Lender in relation to this Mortgage or in enforcing the security hereby created on a full and unqualified indemnity basis

(together the "Secured Obligations")

2. INTEREST

The Company will pay interest at the rate aforesaid on the money so due (whether before or after any judgment which may be recovered therefore) upon such days in each year as the Lender and the Company shall from time to time agree in writing or, in the absence of such agreement, as the Lender shall from time to time fix and (without prejudice to the right of the Lender to require payment of such interest) all such interest shall be compounded (both before and after any demand or judgment) upon such days in each year as the Lender shall from time to time fix

3. ASSIGNMENTS

3.1 The Company with full title guarantee mortgages and assigns to the Lender each of the following items by way of separate mortgage and assignment of each such item as a continuing security for the payment to the Lender of the Secured Obligations

- (a) the plant machinery chattels or other equipment described in the Schedule hereto together with, all additions alterations accessories replacements substitutions and renewals from time to time thereto and any component parts thereof from time to time held by the Company (whether or not attached thereto) (hereinafter together called "the Mortgaged Chattels", which expression shall include all or any part thereof),
- (b) the benefit of any guarantee warranty or other obligation in relation to the Mortgaged Chattels given or incurred by any manufacturer, supplier or other person and the benefit so far as enjoyed by the Company of all agreements for the maintenance, repair or upkeep of the Mortgaged Chattels,
- (c) all logbooks, maintenance records, record books, manuals, handbooks, drawings, technical data and all other documents relating to the Mortgaged Chattels,
- (d) the benefit of all agreements now or hereafter entered into by the Company or the benefit of which is otherwise vested in the Company for the bailment or (in Scotland) the hiring of the Mortgaged Chattels and all agreements now or hereafter entered into under which the Mortgaged Chattels are bailed or (in Scotland) hired on hire purchase or sold under a conditional sale agreement or other instalment credit agreement and all sums now or hereafter due under any such agreement and the full benefit of any such agreement,
- (e) all present and future copyrights, patents, trademarks, servicemarks, brand names, inventions, design rights, know-how, computer software programmes, computer systems and other intellectual property rights in or relating to the Mortgaged Chattels or licences to use the same whether registered or unregistered and the benefit of any pending applications for the same and all benefits deriving therefrom including but not limited to royalties, fees, profit sharing agreements and income arising therefrom now or at any time hereafter held by or belonging to the Company together with the licence (if any) to use particular software or computer programmes in relation to the Mortgaged Chattels,

- (f) the full benefit of the Company's rights and interests (if any) in and to all insurance effected by the Company or by any other person of the Mortgaged Chattels or the use thereof (the Mortgaged Chattels and all other rights and property hereby assigned are together referred to as "the Mortgaged Property") which expression shall include all or any part thereof and the land or buildings where the Mortgaged Chattels may be in or situate at from time to time shall hereinafter be called "the Premises")

TO HOLD the same unto the Lender absolutely subject only to the proviso that on the payment and discharge to the Lender of all moneys and liabilities hereby covenanted to be paid and discharged by the Company and all other sums intended to be secured the Lender shall at the cost and expense of the Company and at its request duly re-assign the Mortgaged Property to the Company

- 3 2 The security hereby created shall be a continuing one and shall unless otherwise agreed in writing by the Lender be a first fixed mortgage and if and insofar as this security or any part or parts thereof shall for any reason be ineffective as a fixed mortgage the security hereby constituted on such part or parts shall operate as a floating charge
- 3 3 The Company represents and warrants that, at the date that the Company executes this security, the Company has made full disclosure in writing to the Lender of
- (a) any information relating to each part of the Mortgaged Property and each right held by any other person in relation to any part of the Mortgaged Property which, in each case, would be material to the Lender in relation to the appropriateness or adequacy of any part of the Mortgaged Property as security for the Secured Obligations,
 - (b) each matter in respect of which the Lender has requested information from the Company in connection with this security,
 - (c) the Company is solely and beneficially interested in the Mortgaged Property free from any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance whatsoever (save as a lien arising by operation of law in the ordinary course of business),
 - (d) the assignment contained in sub-clause 3 1(e) does not infringe any intellectual property rights whatsoever whether registered or unregistered

RESTRICTIONS AND WARRANTIES

- 3 4 The Company shall not without the consent in writing of the Lender
- 3 4 1 sell, assign, hire, lease or part with or share possession or otherwise dispose of the Mortgaged Property, or agree to do any such thing, or permit or suffer any distress or execution to be levied upon the Mortgaged Property,
 - 3 4 2 create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever (save a lien arising by operation of law in the ordinary course of business) upon the Mortgaged Property, or

3 4 3 make or suffer to be made any alteration or addition of a substantial nature in or to the Mortgaged Property other than for the purpose of effecting repair as hereinafter mentioned

4 The Company will deposit with the Lender and the Lender during the continuance of this security shall be entitled to hold and retain (unless held by a prior mortgagee at the date hereof) all invoices, documents of title, and agreements hereby assigned

FURTHER ASSURANCE

5 The Company will at any time if and when required by the Lender execute in favour of the Lender or as the Lender shall direct such further legal or other assignments, mortgages, securities, charges or other legal documentation as the Lender shall require of and on all Mortgaged Property (including any vendor's lien) to secure all money and liabilities and other sums hereby agreed to be paid or intended to be hereby secured Such assignments, mortgages, securities or charges shall be prepared by or on behalf of the Lender at the cost of the Company and to contain all such clauses for the benefit of the Lender as the Lender may reasonably require The Company will at any time if and when required by the Lender give notice to such parties as the Lender may require of the assignments hereby effected and any such further legal or other assignments, mortgages, securities or charges and will take such other steps as the Lender may require to perfect any of the same

POWERS OF SALE

6 The powers and remedies conferred on mortgagees by the Law of Property Act 1925 shall apply to this Mortgage but without the restriction imposed by Section 103 of that Act The Lender in exercising its statutory power of sale and any Receiver or Receivers appointed by the Lender in exercising his or their powers hereunder shall be at liberty to sell the Mortgaged Property at such price and on such terms and conditions as it or he or they in its or his or their sole discretion think(s) fit and shall not be under any duty or obligation to obtain the best or any particular price Neither the Lender nor any such Receiver or Receivers shall be liable to the Company or any other party for any loss, damage, cost, expense or liability which the Company or any such party may suffer or incur as a direct or indirect result of the Lender exercising its statutory power of sale as hereby varied or extended, or such Receiver or Receivers exercising his or their powers hereunder In favour of a purchaser the money hereby secured shall be deemed to have become due on the day on which demand for payment thereof is made by the Lender and the statutory power of sale as hereby varied or extended shall be exercisable from and after that date, which date (without prejudice to the equitable right to redeem) shall be the redemption date

7. APPOINTMENT AND POWERS OF A RECEIVER

7 1 At any time after the Lender shall have demanded payment of any money or liabilities or other sums hereby secured, the Lender may, by writing under the hand of any official of the Lender authorised by the Lender from time to time or any person authorised by such

official in writing, appoint any person or persons to be a Receiver or Receivers of the Mortgaged Property to act, in the case of two or more Receivers, jointly, severally or jointly and severally (as the Lender may specify in the appointment) and to the extent permitted by law remove any Receiver or Receivers so appointed and appoint another or others in his or their place,

- 7 2 A Receiver or Receivers so appointed shall have power in the name of or on behalf and at the cost of the Company or at his or their option (but only with the specific approval in writing of the Lender) in the name of the Lender or at his or their option in his or their own name(s) (and in any case notwithstanding any liquidation of the Company) to do or omit to do anything which the Company could do or omit to do in relation to the Mortgaged Property and in particular (but without prejudice to the generality of the foregoing) any such Receiver or Receivers may
- 7 2 1 deal with, take possession of, collect and get in any of the Mortgaged Property and for that purpose enter upon the Premises and sever, dismantle and remove the Mortgaged Chattels therefrom without being liable for any loss or damage thereby occasioned (other than through negligence),
- 7 2 2 for the purpose of exercising all or any of the powers conferred on such Receiver hereunder or by statute, raise or borrow any money from or incur any other liability to the Lender or any other person and on such terms as to interest or otherwise and with or without security as the Receiver or Receivers may think expedient and so that any such security may, with the prior consent of the Lender, be or include a mortgage or charge on the Mortgaged Property ranking either in priority to or *pari passu* with or after the security hereby created,
- 7 2 3 forthwith and without the restriction imposed by Section 103 of the Law of Property Act 1925 sell, realise, dispose of or concur in selling, realising or disposing of (but where necessary with the leave of the Court) and accept surrenders of all or any of the Mortgaged Property,
- 7 2 4 carry any sale, realisation, disposal, lease or surrender into effect by conveying, transferring, assigning, leasing, letting, letting out on hire purchase or accepting surrenders in the name and on behalf of the Company (or other the estate owner) and so that covenants and contractual obligations may be granted in the name of and so as to bind the Company (or other the estate owner) so far as the Receiver or Receivers may consider it necessary, appropriate or expedient for the exercise of the powers conferred by this Mortgage so to do Any such sale, realisation, disposal, lease, hire or hire purchase may be for cash, debentures or other obligations, shares, stock or other valuable consideration and may be payable in a lump sum or by instalments spread over such period as the Receiver or Receivers shall think fit and so that any consideration received or receivable shall *ipso facto* forthwith be and become charged with the payment of all money and liabilities and other sums secured hereby,
- 7 2 5 promote the formation of a subsidiary or subsidiaries of the Company with a view to such subsidiary or subsidiaries purchasing, leasing, licensing or otherwise acquiring interests in or the use of all or any of the Mortgaged Property or with a

- view to such subsidiary or subsidiaries engaging employees or providing management or services or purchasing or selling agencies or distributors or for any other purpose or function which may be regarded as necessary or appropriate by such Receiver or Receivers from time to time,
- 7 2 6 arrange for such subsidiary or subsidiaries to trade or cease to trade as the Receiver or Receivers may think fit from time to time,
- 7 2 7 arrange for such purchase, lease, licence or acquisition of all or any of the Mortgaged Property by any such subsidiary or subsidiaries on a basis whereby the consideration may be for cash, shares, debentures, loan stock, convertible loan stock or other securities, shares of profits or sums calculated by reference to profits or turnover or royalties or licence fees or otherwise howsoever and whether or not secured on the assets of the subsidiary or subsidiaries and whether or not such consideration is payable or receivable in a lump sum or at any one time or a number of times or by instalments spread over such period as the Receiver or Receivers may think fit,
- 7 2 8 obtain (by way of application or otherwise) any approval, permission, consent and licence, enter into and perform contracts and arrangements, purchase materials and incur any type of obligation,
- 7 2 9 enter into any agreement or make any arrangement or compromise which he or they shall think expedient in respect of the Mortgaged Property,
- 7 2 10 make and effect all repairs, renewals, alterations and any improvements of the Mortgaged Property as the Receiver or Receivers may think fit,
- 7 2 11 appoint managers, agents, officers, servants and workmen for any of the aforesaid purposes at such salaries and for such periods as the Receiver or Receivers may determine,
- 7 2 12 cause the Company to grant such powers of attorney or appoint agents as the Receiver or Receivers may from time to time think expedient,
- 7 2 13 take any proceedings in relation to the Mortgaged Property in the name of the Company or otherwise as the Receiver or Receivers may think expedient,
- 7 2 14 insure the Mortgaged Property in such manner as the Receiver or Receivers may think fit or as the Lender shall from time to time direct,
- 7 2 15 exploit or make use of the Mortgaged Property with a view to profit or gain, and
- 7 2 16 do all such other acts and things as may from time to time be considered by such Receiver or Receivers to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the realisation of the Lender's security or the exercise of his or their functions as Receiver or Receivers
- 7 3 Sub-section 109(8) Law of Property Act 1925 shall not apply and all money received by such Receiver or Receivers shall be applied first in payment of his or their remuneration and the costs of realisation including all costs and expenses of or incidental to any exercise of any power hereby conferred, secondly (if such Receiver thinks fit, but not

otherwise) in providing for the matters specified in the first three paragraphs of sub-Section 8 of Section 109 of the Law of Property Act 1925 as he in his absolute discretion shall decide and thirdly (when so required) in or towards satisfaction of the money and liabilities and other sums hereby secured

- 7 4 Any Receiver or Receivers so appointed shall at all times and for all purposes be deemed to be the agent or agents of the Company and the Company shall be solely responsible for his or their acts or defaults and for his or their remuneration,
- 7 5 Any such Receiver or Receivers shall be entitled to remuneration for his or their services and the services of his or their firm(s) appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver or Receivers in accordance with the current practice of the Receiver or Receivers or his or their firm(s) and without being limited by the maximum rate specified in Section 109(6) of the Law of Property Act 1925,
- 7 6 Only money actually paid by the Receiver or Receivers to the Lender shall be capable of being applied by the Lender in or towards satisfaction of any money or liabilities or other sums hereby secured, and
- 7 7 The powers conferred by this Clause shall be in addition to all powers given by statute to the Lender or any Receiver

8. PROTECTION OF THIRD PARTIES

- 8 1 No person (each a "Third Party", including any insurer, assurer, purchaser or security holder) dealing with the Lender or any receiver appointed by it or their respective employees and agents need enquire
 - (a) whether any right, exercised or purported to be exercised by the Lender, such receiver or their respective employees and agents, has become exercisable,
 - (b) whether any of the moneys and liabilities hereby secured are due or remain outstanding, or
 - (c) as to the propriety or regularity of anything done (including any sale, dealing or application of money paid, raised or borrowed) by the Lender, such receiver or their respective employees or agents
- 8 2 Each of those things shall (as between that Third Party on the one hand and the Lender or any receiver appointed by it or their respective employees or agents on the other hand) be deemed to be exercisable, due, outstanding, proper, regular and within the terms of this security (as the case may be) and be fully valid and effective
- 8 3 All the protections to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 and to persons contained in Section 42(3) of the Insolvency Act 1986 apply to each Third Party
- 8 4 The Lender, any receiver appointed by it and their respective employees and agents may give receipts to any Third Party The Company agrees that each receipt shall be an absolute and conclusive discharge to such Third Party and shall relieve such Third Party

of any obligations to see to the application of any assets paid or transferred to or by the direction of the Lender, such receiver, employee or agent

9. COVENANTS

During the continuance of this security the Company shall

- 9 1 affix to or engrave on the Mortgaged Chattels such labels plates or markings as the Lender shall require and shall not allow to be disturbed or defaced any labels plates or markings which may be affixed to or engraved on the Mortgaged Chattels as a means of identification by its manufacturers suppliers or by any other person and shall not obliterate obscure or cover up the same and the Lender shall at all reasonable times have access to the Mortgaged Chattels for the purposes of inspecting affixing repairing or replacing any labels plates or markings as it may in its absolute discretion consider necessary,
- 9 2 maintain all logbooks, manuals, technical data and other materials and documents as are required by specific contracts, normal trade practice or by law to be maintained on, or with respect to, the Mortgaged Chattels,
- 9 3 if the Lender so requires, deposit with the Lender and the Lender shall be entitled to hold and retain (unless deposited with the holder(s) of any prior mortgage(s) at the date hereof) all invoices, documents of title and agreements relating to and/or forming part of the Mortgaged Property,
- 9 4 shall punctually pay all licence fees duties registration charges and all outgoings of whatsoever nature in respect of the Mortgaged Property and shall keep or cause the Mortgaged Property to be kept from being distrained for recovery of the same or from being taken under any execution and shall at all times on demand produce to the Lender or its authorised agents the receipt for such payments,
- 9 5 except as may be agreed in writing by the Lender, keep the Mortgaged Chattels in its sole and exclusive possession and at the location (if any) specified in the Schedule hereto and shall not in any event take them out of England and Wales and shall not use nor permit them to be used for any purpose for which they are not designed or reasonably suitable,
- 9 6 not use nor permit the Mortgaged Chattels to be used in any way contrary to law and shall comply with the requirements of any law so far as the same relate to or affect the Mortgaged Chattels or the user thereof and shall forthwith execute or cause to be executed all works that are thereby required by any law to be executed upon or in connection with the Mortgaged Chattels,
- 9 7 forthwith produce to the Lender the original of any order direction requisition permission notice or any matter whatsoever affecting or likely to affect the Mortgaged Chattels and served upon the Company by any third party and shall forthwith at the Company's own cost comply with the same and shall if so required by the Lender at the Company's own cost make or join in making such objections or representations against or in respect of the contents of any such document as the Lender shall deem expedient,

- 9.8 forthwith produce to the Lender the original of any order, direction, requisition, permission, notice or any matter whatsoever affecting or likely to affect the Mortgaged Chattels and served upon the Company by any third party and shall forthwith at the Company's own cost comply with the same and shall if so required by the Lender at the Company's own cost make or joint in making such objections or representations against or in respect of the contents of any such document as the Lender shall deem expedient,
- 9 9 forthwith give written notice to the Lender of any material damage to any material item comprised within the Mortgaged Property,
- 9 10 ensure that all services, replacements, inspections, maintenance, repairs, overhauls, tests, improvements and modifications to be made or carried out to, or on, the Mortgaged Chattels are made or carried out by properly qualified personnel,
- 9 11 not cause or permit to be done or omit to do anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Lender or marketability of this security or of the Mortgaged Property otherwise than through the normal course of operation of the Mortgaged Chattels,
- 9 12 permit the Lender or its agents at any time to enter upon the Premises for the purpose of establishing whether or not the Company is complying fully with its obligations under this security or of inspection the Mortgaged Property or for any purpose relevant to the Lender's security,
- 9 13 if a notice is served affecting the Premises or any part thereof or if any proceedings are commenced affecting the same, immediately give full particulars thereof to the Lender, and
- 9 14 notify the Lender immediately on the occurrence of an Insolvency Event,
- 9 15 indemnify the Lender and any Receiver appointed by the Lender hereunder against all claims, demands, liabilities and costs made or incurred or proceedings brought in respect of any loss damage or injury whatsoever arising out of or in connection with the Mortgaged Chattels, their manufacture, selection, delivery, possession, use or operation,
- 9 16 if it creates a mortgage or charge (whether specific or floating) in relation to the assets or undertaking of the Company or any mortgage or charge (whether legal or equitable) on the Premises, or if any such mortgage or charge subsists as at the date of this Mortgage, forthwith notify the Lender of the same and if called upon so to do by the Lender shall procure from any mortgagee chargee or debenture holder or other person having an interest (whether legal or equitable) in the said assets or undertakings or the Premises a waiver in such form as the Lender may require of all rights which the holder of such interest might otherwise be entitled to claim in or to the Mortgaged Property or the possession thereof,
- 9 17 not annex the Mortgaged Chattels or any part or parts thereof to the Premises if the result of the said annexure is that the Mortgaged Chattels might become a fixture or fixtures,

- 9 18 keep the Mortgaged Chattels and any part thereof in a good state of repair and condition and in good working order and replace any part or parts of the Mortgaged Chattels as may be destroyed damaged or worn out with new parts of similar quality such policy and permit the Lender or any person nominated by it at all reasonable times to enter upon the Premises and view the state of the Mortgaged Chattels and the Company shall carry out such repair thereto as the Lender shall consider necessary,
- 9 19 insure and keep insured the Mortgaged Chattels with an office acceptable to the Lender to their full replacement value against all usual comprehensive risks of loss or damage to the Mortgaged Chattels and on such other terms as the Lender may from time to time direct The Company shall (at the option of the Lender) insure the Mortgaged Chattels in the joint names of the Company and the Lender or cause notice of the interest of the Lender to be noted on the policies,
- 9 20 effect a policy or policies of insurance in the joint names of the Company and the Lender as their respective interests may appear for such amount and in such form as the Lender may require against (inter alia) legal liability to third parties (including governments or other authorities) and their respective dependants who may suffer damage or injury to or loss of life or property arising out of or in connection with the use of the Mortgaged Chattels by the Company or any other person for the time being having possession or control of the same and against such risks as may be required by any law,
- 9 21 (unless otherwise agreed by the Lender) deliver to the Lender all such insurance policies,
- 9 22 duly pay the premiums and other sums of money payable in respect of any such insurance and immediately after every such payment produce to the Lender the receipt for the same, and
- 9 23 not in any manner or by any means cause such insurance to be avoided or lessen or suffer to be lessened the value of the Mortgaged Chattels fair wear and tear excepted

10. DEFAULT

- 10 1 If default shall at any time be made by the Company in keeping the Mortgaged Property or any part thereof in a good state of repair or in effecting or keeping up any such insurance or in paying any outgoings or in producing to the Lender any such policy or receipt, it shall be lawful for but not obligatory on the Lender (as the case may require) to repair and maintain the same with power to enter the Premises for that purpose or to pay such outgoings or to effect or renew any such insurance as aforesaid as the Lender shall think fit and any sums paid by the Lender for any such purpose shall be repayable by the Mortgagor to the Lender on demand with interest computed and payable as provided in clauses 1 and 2 from the date of payment by the Lender as aforesaid and, pending payment, shall be secured hereby
- 10 2 All money which may at any time be received or receivable under any such policies of insurance (or any other insurances covering any of the Mortgaged Property) shall be held in trust for the Lender and (at the Lender's option) the Company shall pay such

money to the Lender or shall apply the same in replacing, restoring or reinstating the buildings, fixtures and assets destroyed or damaged

- 10.3 The Company authorises the Lender in the Company's name and on the Company's behalf to make any claim against the insurer under any part of any insurance policy relating to the Mortgaged Property and to admit, compromise or settle such claim or any liability relating to any such claim or any potential claim
- 10.4 The Company also authorises the Lender to receive any amounts payable or received in respect of any insurance policy or claim under any insurance policy relating to the Mortgaged Property and give a good discharge to the insurer in respect of such amounts

11. POWER OF ATTORNEY

For the purpose of securing the monies and liabilities due hereunder and for securing any proprietary interest which the Lender has in any of the Mortgaged Property, the Company hereby irrevocably appoints the Lender and the persons deriving title under it and its and their substitutes and any Receiver or Receivers appointed under the foregoing provisions hereof jointly and also severally to be its attorney for it and in its name and on its behalf and as its act and deed or otherwise to make any alteration or addition or deletion in or to any documents which the Lender may require for perfecting its title or for vesting any of the Mortgaged Property in the Lender or its nominees or any purchaser and to redeliver the same thereafter and otherwise generally to create, issue, sign, seal and deliver, execute as a deed and perfect any such legal or other assignment, mortgage, security or charge as aforesaid and to give notice thereof or of the charges hereby effected and to perfect the same or (without executing any such assignment, mortgage, security or charge) any deed, assurance, document or act which may be required or may be deemed proper by the Receiver or Receivers (whether in favour of the Lender or any other person and whether for the purpose of exercising any power conferred by Clauses 5, 6 or 7 hereof or otherwise) on or in connection with any sale, realisation, disposal, lease, hire, hire purchase or surrender or getting in by the Lender or by any such Receiver or Receivers as aforesaid under any power applicable thereto or in connection with any other exercise of any power hereunder. Without prejudice to the generality of the foregoing, the Company hereby covenants with the Lender and separately with any such Receiver or Receivers as aforesaid that if required so to do it will ratify and confirm (i) all transactions entered into by the Lender or any such Receiver or Receivers or by the Company at its, his or their instance in the exercise or purported exercise of its, his or their powers and (ii) all transactions entered into by the Lender or any such Receiver or Receivers in signing, sealing, delivering, executing as a deed and otherwise perfecting any assignment, mortgage, security, charge, deed, assurance or act as aforesaid and the Company hereby irrevocably acknowledges and agrees that the said power of attorney is given to the Lender and to the Receiver or Receivers (inter alia) to secure the performance of the obligations owed to it, him or them by the Company

12. INDEMNITY

12.1 The Company hereby agrees to indemnify the Lender and any receiver appointed by it and their respective employees and agents (as a separate covenant with each such person indemnified) against

- (a) all existing and future rents, rates, taxes, duties, charges, assessments and outgoings now or at any time payable in respect of the Mortgaged Property or by the owner or occupier thereof, and
- (b) all costs, claims, demands, expenses, charges, assessments, impositions, fines and sums and the consequences of any proceedings or prosecutions arising directly or indirectly from or in connection with
 - (i) any breach by the Company of any law or of any provision in this security, or
 - (ii) the Mortgaged Chattels, their manufacture, selection, delivery, possession, use or operation,

in each case, whether imposed by statute or otherwise and whether of the nature of capital or revenue and even though of a wholly novel character. If any such sums shall be paid by the Lender or any such receiver or any of their respective employees or agents, the same shall be paid by the Company on demand with interest computed and payable as provided in clauses 1 and 2 from the time or respective times of the same having been paid or incurred and, pending payment, shall be secured hereby, but the Lender shall not be deemed to have taken possession of the Mortgaged Property by reason of such payment.

12.2 The Company hereby agrees to indemnify the Lender and any receiver appointed by it and their respective employees and agents (as a separate covenant with each such person indemnified) against all loss incurred in connection with

- (a) any statement made by the Company or on the Company's behalf in connection with this security, the Mortgaged Property or the business of the Company being untrue or misleading,
- (b) the Lender entering into any obligation with any person (whether or not the Company) at the request of the Company (or any person purporting to be the Company),
- (c) any actual or proposed amendment, supplement, waiver, consent or release in relation to this security,
- (d) any stamping or registration of this security or the security constituted by it, and
- (e) any failure to register this security in respect of any Mortgaged Property where such registration is required in order to preserve the effectiveness or priority of the security created by this security, whether or not any fault (including negligence) can be attributed to the Lender or any receiver appointed by it or their respective employees and agents.

12.3 This indemnity does not and shall not extend to any loss to the extent that

- (a) in the case of any loss incurred by the Lender or its employees or agents it arises from the Lender or its employees or agents acting other than in good faith, or
- (b) in the case of any loss incurred by the receiver or his employees or agents it arises from the receiver or his employees or agents acting other than in good faith, or
- (c) there is a prohibition against an indemnity extending to that loss under any law relating to this indemnity

13. NOTICES

- 13 1 Any notice or demand by the Lender shall be deemed to have been sufficiently given or made if
 - 13 1 1 sent by hand or prepaid letter post to the registered office of the Company stated herein or the address of the Company last known to the Lender, or
 - 13 1 2 sent by telex or facsimile to the last known telex or facsimile number relating to any such address
- 13 2 Any such notice or demand shall be deemed to have been served on the Company
 - 13 2 1 at the time of delivery if sent by hand,
 - 13 2 2 at the earlier of the time of delivery or 10 00 a m on the day after posting (or, if the day after posting be a Sunday or any other day upon which no delivery of letters is scheduled to be made, at 10 00 a m on the next succeeding day on which delivery of letters is scheduled to be made) if sent by prepaid letter post,
 - 13 2 3 at the time of despatch if sent by telex or facsimile, or
 - 13 2.4 on the expiry of 48 hours from the time of despatch in any other case
- 13 3 Service of legal proceedings in the manner described in Sub-clause 12 1 1 above shall be deemed to constitute good service

14. MISCELLANEOUS

- 14.1 The expression "the Lender" hereinbefore used shall include the Lender's assigns whether immediate or derivative
- 14 2 Any appointment or removal under Clause 7 hereof or consents hereunder may be made or given by writing, signed or sealed, by any such assigns and the Company hereby irrevocably appoints each of such assigns to be its attorney in the terms and for the purposes in Clause 11 hereinbefore set forth
- 14 3 Any reference to a statute in this Mortgage shall be construed as a reference to that statute as modified or re-enacted from time to time
- 14 4 Any reference to a person shall include an individual, company, partnership, joint venture, association, organisation or trust (in each case, whether or not having separate legal personality)
- 14 5 Nothing that shall be done by or on behalf of the Lender shall render it liable to account as a mortgagee in possession for any sums other than actual receipts

14 6 The Lender may at its sole discretion, without notice to the Company, elect to convert all or any part of any sum received by the Lender pursuant to this Mortgage (in whole or in part) into the currency or currencies of the whole or any part of the money and liabilities hereby secured (deducting from the proceeds of the conversion any currency premium or other expense) and the rate of exchange shall be the Lender's spot rate for selling the currency or currencies of the money and liabilities hereby secured for the currency of the sum received by the Lender hereunder at or about 11 00 a m in London on the date that the Lender exercises its right of conversion hereunder

15.ADDITIONALITY

- 15 1 The security hereby created is in addition to any other security or securities which the Lender may now or from time to time hold or take from the Company
- 15 2 The restriction on the right of consolidating mortgage securities contained in Section 93 of the Law of Property Act 1925 shall not apply to this Mortgage or any further or other security entered into pursuant to this Mortgage

16.OTHER SECURITY & AMENDMENTS

- 16 1 Nothing herein contained shall operate so as to merge or otherwise prejudice or affect any bill, note, guarantee, mortgage or other security or any contractual or other right which the Lender may at any time have for any money or liabilities or other sums due, owing or incurred by the Company to the Lender or any right or remedy of the Lender thereunder and any receipt, release or discharge of the security provided by or of any liability arising under this Mortgage shall not release or discharge the Company from any liability to the Lender for the same or any other money which may exist independently of this Mortgage
- 16 2 Where the security hereby given to the Lender initially takes effect as a collateral or further security then, notwithstanding any receipt, release or discharge endorsed on or given in respect of or under the principal security to which this Mortgage operates as a collateral or further security, the security hereby provided shall in respect of any money or liabilities or other sums which were originally intended to be secured be an independent security for any such money or liabilities or other sums
- 16 3 The Lender may apply, allocate or appropriate the whole or any part of any payment made by the Company hereunder and any moneys received by the Lender from any Receiver or Receivers appointed by the Lender hereunder or from any liquidator or administrator of the Company or from the proceeds of realisation of any part of the Mortgaged Property to such part or parts of the money and liabilities due owing or incurred by the Company to the Lender as the Lender may in its sole discretion think fit to the entire exclusion of any right of the Company to do so
- 16 4 Any amendment of or supplement to any part of this Mortgage shall only be effective and binding on the Lender and the Company if made in writing and signed by both the

Lender and the Company References to "this security", or to "this Mortgage" include each such amendment and supplement

- 16 5 The Company and the Lender shall from time to time amend the provisions of this Mortgage if the Lender notifies the Company that any amendments are required to ensure that this Mortgage reflects the market price prevailing at the relevant time following the introduction or extension of economic and monetary union and/or the Euro in all or any part of the European Union
- 16 6 The Lender and the Company agree that the occurrence or non-occurrence of European economic and monetary union, any event or events associated with European economic and monetary union and/or the introduction of any new currency in all or any part of the European Union shall not result in the discharge, cancellation, rescission or termination in whole or in part of this Mortgage or give any party hereto the right to cancel, rescind, terminate or vary this Mortgage in whole or in part
- 16 7 This Mortgage shall continue to bind the Company as a continuing security for the monies and liabilities secured hereby notwithstanding that the liabilities of the Company to the Lender may from time to time be reduced to nil

17. ENFORCEMENT & VAT

- 17 1 Each of the provisions in this Mortgage shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby
- 17 2 If any payment made by or on behalf of the Lender hereunder includes Value Added Tax or if any payment due to the Lender hereunder shall be in reimbursement of any expenditure by or on behalf of the Lender which includes Value Added Tax, then such Value Added Tax shall be payable by the Company to the Lender on demand and shall be secured hereby

18 LAW AND JURISDICTION

Section 61 of the law of Property Act 1925 shall apply to this Mortgage

- 18 1 This Mortgage and any dispute (whether contractual or non-contractual, including, without limitation, claims in tort, for breach of statutory duty or on any other basis) arising out of or in connection with it or its subject matter ("Dispute") shall be governed by and construed in accordance with the law of England and Wales
- 18 2 The parties to this Mortgage irrevocably agree, for the sole benefit of the Lender, that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any Dispute Nothing in this clause shall limit the right of the Lender to take proceedings against the Company in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of

proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction

IN WITNESS whereof the Company has executed this Mortgage as a deed and has delivered it upon dating it

SIGNED as a DEED by Four Door Lemon Limited

acting by Simon Barrett, Director

5/18

Simon Barrett

in the presence of



Signature

LES ELLIS

Name

PRODUCER

Occupation

6 MARLBOROUGH WAY

Address

MANCHESTER

M32 0NP

SIGNED as a DEED by Four Door Lemon Vision 1 Limited

acting by David Bates, Director

in the presence of

Signature

Name

Occupation

Address

THE SCHEDULE

Description of the equipment mortgaged

Computer Equipment

Date	Description
01/05/2005	4x Opteron 244, 2x STACKER, 4x 160GB, 2x 650W PSU, 2x 1GB mem, 2x GeForce 6800
01/05/2005	2x Thunder K8WE
01/05/2005	2x Corsair 2GB 3200
14/03/2006	Two Athlon 64, 2GB, 2x L90D+ TFT Grandstream phone, Dlink hub
01/10/2007	\$6391 23 for Nintendo DS + Nintendo Wii development parts + transaction fee
04/10/2007	Playstation Portable Development Kit
04/10/2007	Vostro 400 PC
06/12/2007	4x500G drive, 1x3Ware SATA raid, etc
10/12/2007	PS3 Debugging Station Bundle
04/01/2008	Xbox 360 Devkit - VAT zero rated £155 58 commision
03/04/2008	Nintendo DS devkit
20/07/2009	Vostro 1520 laptop
16/09/2009	Titan Goliath
11/11/2009	iPod Touch 2G, Mac Mini
12/11/2009	Dell UltraSharp 24" monitor, Titan Theo, Keyboard, Mouse
21/11/2009	Titan Goliath
15/04/2010	Apple
20/05/2011	Overclockers UK
27/05/2011	Overclockers UK
15/06/2011	Overclockers UK
28/06/2011	Overclockers UK
27/07/2011	Apple
17/10/2011	Apple
17/11/2011	Overclockers UK
23/11/2011	Overclockers UK
19/03/2012	Overclockers UK
23/03/2012	Overclockers UK
12/04/2012	Overclockers UK
26/12/2011	Software - escape Studios
04/05/2012	Overclockers UK
22/05/2012	Overclockers UK
25/01/2013	Overclockers UK
18/02/2013	Overclockers UK
08/03/2013	Overclockers UK
22/03/2013	Overclockers UK
15/04/2013	Save On Laptops
30/06/2014	Caseking UK - Titan Machete Gaming PC
18/07/2014	International Software Partners - VTune Amplifier XE f/Win OS NmdU Comm ESD

Office Equipment

04/03/2013	London Aeron
various	Desks, chairs, storage units, computer software and bookcases