

MR01

Particulars of a charge

Laserform

145246/13

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 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.**

FRIDAY



A19 *A49DU049* 12/06/2015 #100
COMPANIES HOUSE

1

Company details

Company number 0 7 5 6 9 4 3 2

Company name in full WESTMINSTER RECLINERS LIMITED

For official use

→ **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 0 2 0 6 2 0 1 5

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 AKIRA FINANCIAL 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

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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 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

for and on behalf of Birketts LLP (Solicitors)
acting for and on behalf of Akira Financial Limited

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 AMJ

Company name Birketts LLP

Address Brierly Place

New London Road

Post town Chelmsford

County/Region Essex

Postcode C M 2 0 A P

Country England

DX DX89703 Chelmsford 2

Telephone 01245 211211



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: 7569432

Charge code: 0756 9432 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th June 2015 and created by WESTMINSTER RECLINERS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th June 2015.

PK

Given at Companies House, Cardiff on 22nd June 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

2 JUNE

2015

WESTMINSTER RECLINERS LIMITED (1)

AKIRA FINANCIAL LIMITED (2)

DEBENTURE

WE CERTIFY THIS TO
BE A TRUE COPY OF
THE ORIGINAL SAVE FOR
MATERIAL REDACTED
PURSUANT TO S 859G
COMPANIES ACT 2006.
BIRKETTS LLP Birketts LLP
BRIERLY PLACE NEW LONDON ROAD
CHELMSFORD CM2 0AP

Birketts

Birketts LLP
Brierly Place
New London Road
Chelmsford
Essex, CM2 0AP

T +44 (0) 1245 211211
F +44 (0) 1245 354764
DX 89703 Chelmsford 2
E mail@birketts.co.uk

www.birketts.co.uk

Offices also in Ipswich, Cambridge and Norwich

Birketts LLP is registered in England under no. OC317545 and authorised and regulated by the Solicitors Regulation Authority
Registered office at 24 26 Museum Street, Ipswich, Suffolk, IP1 1HZ
A list of members may be inspected at any of our offices. The term 'Partner' is used to refer to a Member of Birketts LLP.

Lexcel
Practice Management Standard
Law Society Accredited

THIS DEBENTURE is dated on

2 JUNE 2015

PARTIES

- (1) **WESTMINSTER RECLINERS LIMITED** a private limited company registered in England and Wales with registered number 07569432 and whose registered office is Unit 6, Orwell House, Three Rivers Business Park, Felixstowe Road, Ipswich IP10 0BF (the "**Company**")
- (2) **AKIRA FINANCIAL LIMITED** a private limited company registered in England and Wales with registered number 6015098 and whose registered office is at 9 Northgate Street, Ipswich, IP1 3BX (the "**Lender**")

BACKGROUND

- (A) As security for the performance of the Company's present and future obligations to the Lender, the Company has agreed to enter into this debenture in favour of the Lender

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this deed

"Administrator"	means any one or more persons appointed as an administrator of the Company by the Lender under paragraph 14 of schedule B1 to the Insolvency Act,
"Book Debts"	all present and future book and other debts, and monetary claims due or owing to the Company, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Company in relation to any of them,
"Charged Property"	means the assets mortgaged, charged or assigned by the Company under this deed,
"Dividends"	means all dividends, interest and other money payable in respect of the Investments,
"Event of Default"	means any event or circumstance which constitutes a breach or default by the Company of any agreement or document (including without limitation this deed) between

the Company and the Lender and includes

- (a) the Company fails to pay any of the Secured Liabilities when due,
- (b) the Company is in breach of any of its obligations to the Lender and that breach (if capable of remedy) has not been remedied to the satisfaction of the Lender within 14 days of notice by the Lender to the Company to remedy the breach,
- (c) the Company stops or suspends payment of any of its debts or is unable to, or admits its inability to, pay its debts as they fall due,
- (d) a moratorium is declared in respect of any indebtedness of the Company,
- (e) a distress, attachment, execution, expropriation, sequestration or another analogous legal process is levied, enforced or sued out on, or against, the Company's assets,
- (f) any provision of this deed or any document under which the Company owes obligations to the Lender is or becomes, for any reason, invalid, unlawful, unenforceable, terminated, disputed or ceases to be effective or to have full force and effect,
- (g) the Company repudiates or shows an intention to repudiate this deed or any document under which the Company owes obligations to the Lender, and
- (h) any event occurs (or circumstances exist) which, in the reasonable opinion of the Lender, has or is likely to materially and adversely affect the Company's ability to perform all or any of its obligations under, or otherwise comply with the terms of, this deed or any document under which the Company owes obligations to the Lender;

"Financial Collateral Regulations"

means the Financial Collateral Arrangements (No 2) Regulations 2003 SI 2003/3226,

"Insolvency Act"	means the Insolvency Act 1986,
"Intellectual Property"	means all present and future rights of the Company in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing,
"Investment"	means any <ul style="list-style-type: none"> (a) stock, share, bond or any form of loan capital of or in any legal entity, (b) unit in any unit trust or similar scheme, (c) warrant or other right to acquire any such investment, and any offer, right or benefit in respect of any such investment other than Dividends,
"Lease"	includes any underlease, tenancy, letting, licence, any document supplemental or collateral to any of them and any agreement to enter into any of them and the expression "tenant" construed accordingly,
"LPA"	means the Law of Property Act 1925,
"Permitted Security"	means any Security in favour of the Lender or granted with prior written consent of the Lender,
"Real Property"	means <ul style="list-style-type: none"> (a) any freehold, leasehold or immoveable property, (b) any buildings, fixtures, fittings, fixed plant and machinery from time to time situated on or forming part of such property,
"Receiver"	means any one or more persons appointed as a receiver, receiver and manager or administrative receiver under this deed,

"Secured Liabilities" means all present and future obligations and liabilities of the Company owed or expressed to be owed to the Lender whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity howsoever arising (including, without limitation, all interest, commissions, fees and all legal and other costs, charges and other expenses), and

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement having or intended to have a similar effect

1 2 Interpretation

In this deed, unless a contrary indication appears

1 2 1 **"obligations"** means obligations and liabilities,

1 2 2 references to obligations include the whole or any part of them, present and future, actual and contingent,

1 2 3 any reference to **"powers"** include rights, powers, discretions and authorities, and

1 2 4 any reference to any asset include any proceeds of sale of any such asset

1 3 This deed incorporates any side letters between the parties to the extent required to ensure the validity of any purported disposition under this deed of any freehold or leasehold property under s 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

1 4 Any undertaking made by or obligation imposed on the Company in this deed will continue in force until the Lender is satisfied that it has no further obligation to provide financial accommodation to the Company, all the Secured Liabilities have been irrevocably paid or discharged in full and the Lender has confirmed the same to the Company in writing

2 UNDERTAKING TO PAY

2 1 The Company undertakes with the Lender to pay the Secured Liabilities to the Lender when the same shall be or become due

2 2 The Company shall pay to the Lender interest in any amount not paid in accordance with this deed when due from the due date to the date of payment or discharge (as well after as before judgment and notwithstanding the liquidation or administration of the

Company or any arrangement or composition with any creditors by the Company) at such rate(s) as may be set out in the documents regulating the Secured Liabilities from time to time or such other rate(s) as may be agreed between the Company and the Lender from time to time

3 FIXED SECURITY

3 1 As continuing security for the payment of the Secured Liabilities the Company with full title guarantee

3 1 1 charges to the Lender by way of legal mortgage all Real Property owned by the Company at the date of this deed,

3 1 2 charges to the Lender by way of equitable mortgage any Real Property acquired by the Company after the date of this deed,

3 1 3 assigns to the Lender by way of fixed security its rights and interest in any present or future right to occupy any Real Property under licence, and rights under any present or future contract for the purchase of any Real Property and damages payable in respect of any such contract,

3 1 4 assigns to the Lender by way of equitable mortgage its rights and interest in any Investments, any Dividends in respect of any Investments, any other present or future Investment owned by the Company, and any Dividends in respect of any such other Investments,

3 1 5 charges to the Lender by way of fixed charge all the Book Debts, and

3 1 6 charges to the Lender by way of fixed charge its rights and interest in any other assets not referred to above, its present and future goodwill and uncalled capital, any present or future insurances in respect of any Charged Property and the proceeds of such insurances, and any present or future Intellectual Property.

4 FLOATING SECURITY

4 1 As continuing security for the payment of the Secured Liabilities the Company charges to the Lender by way of floating charge with full title guarantee the whole of its assets to the extent that such assets are not effectively mortgaged, charged or assigned to the Lender by way of fixed security under clause 3 (Fixed Security)

4 2 Subject to clause 4 3 (Moratorium under Insolvency Act), the Lender may at any time by notice to the Company convert the floating charge created by clause 4 1 (Floating Charge) into a fixed charge as regards any assets specified in the notice if

- 4.2.1 an Event of Default has occurred, or
- 4.2.2 in the opinion of the Lender such assets are at risk of becoming subject to any Security (other than a Permitted Security) or are otherwise at risk of ceasing to be within the ownership or control of the Company
- 4.3 The Lender shall not be entitled to convert the floating charge created by clause 4.1 (Floating Charge) into a fixed charge as a result only of the Company obtaining a moratorium or anything done with a view to obtaining a moratorium under s. 1A of and schedule A1 to the Insolvency Act
- 4.4 Paragraph 14(2)(a) of schedule B1 to the Insolvency Act applies to the floating charge created by clause 4.1 (Floating Charge) which is a "qualifying floating charge" for the purpose of paragraph 14(1) of schedule B1 to the Insolvency Act
- 5. BOOK DEBTS**
- 5.1 The Company shall, if called on to do so by the Lender, execute legal assignments of the Book Debts to the Lender on such terms as the Lender may require and give notice of that assignment to the debtors from whom the Book Debts are due, owing or incurred
- 5.2 The Company shall not (except as provided by clause 5.1 or with the prior written consent of the Lender) release, exchange, compound, set-off, or grant time or indulgence in respect of all or any of the Book Debts
- 6. INVESTMENTS**
- 6.1 The Company shall deposit with the Lender
- 6.1.1 on or before the date of this deed, the certificates or other documents of title to each Investment owned by the Company on such date,
- 6.1.2 on the date of the acquisition of any Investment acquired by the Company after the date of this deed or on the withdrawal of any Investment owned by the Company from any clearance system, the certificates or other documents of title to each such Investment,
- 6.1.3 duly executed undated blank transfers in respect of each such Investment and forms of waiver of any pre-emption rights necessary to enable such transfers to be registered
- 6.2 The Company shall promptly pay all money which may from time to time be due in respect of any Investment forming part of the Charged Property

- 6 3 If any Investment forming part of the Charged Property is registered in the name of a nominee the Company shall on demand provide to the Lender an equitable mortgage over such Investment or power of attorney or acknowledgement of the rights created by this deed over such Investment in favour of the Lender in such terms as the Lender may require duly executed by or on behalf of such nominee
- 6 4 The Lender may at any time complete any transfers of any Investment delivered to it under clause 6 1 3 in favour of itself or any nominee for it as transferee and may present the same for registration
- 6 5 Until the occurrence of an Event of Default
- 6 5 1 the Company shall be entitled to receive all Dividends in respect of any Investment forming part of the Charged Property free from the security created by this deed, and
- 6 5 2 the Company will be entitled to exercise all voting rights attached to any Investment forming part of the Charged Property and if the Lender is registered as the holder of any such Investment it will exercise all voting rights attached to it as directed by the Company
- 6 6 After the occurrence of an Event of Default
- 6 6 1 if any Investment forming part of the Charged Property is not then registered in the name of the Lender or a nominee for the Lender, the Lender will be entitled to become so registered or to procure registration in the name of a nominee,
- 6 6 2 all Dividends will be payable to the Lender and may be applied by the Lender in reduction of the Secured Liabilities whether or not any Investment forming part of the Charged Property is registered in the name of the Lender or any nominee for the Lender or in the name of the Company or any nominee for the Company,
- 6 6 3 the Lender will be entitled at its discretion to exercise or procure the exercise of all voting rights attached to any Investment forming part of the Charged Property that is registered in the name of the Lender or any nominee for the Lender for the purpose only of preserving the value of such Investment or realising the security over such Investment created by this deed, and
- 6 6 4 the Company shall exercise or procure the exercise of any voting rights attached to any Investment forming part of the Charged Property that is

registered in the name of the Company or any nominee for the Company as directed by the Lender for the purpose mentioned in clause 6.6.3

- 6.7 The Company must promptly take all action required for the rematerialisation of any Investments forming part of the Charged Property held in dematerialised form in a clearance system

7 NEGATIVE UNDERTAKINGS

- 7.1 The Company shall not create or permit to subsist any Security over any of the Charged Property other than a Permitted Security

- 7.2 The Company shall not sell, transfer, lease or otherwise dispose or purport or agree to dispose of

7.2.1 any of its assets which are expressed to be mortgaged by way of legal or equitable mortgage, assigned by way of security or charged by way of fixed security or charge to the Lender under clause 3 (Fixed Security), or

7.2.2 any of its other assets other than on arms length terms in the ordinary course of its trading

8 UNDERTAKINGS RELATING TO THE CHARGED PROPERTY

- 8.1 The Company shall

8.1.1 keep the Charged Property which is of a repairable nature in good and substantial repair and condition,

8.1.2 not, without first obtaining the written consent of the Lender, make any structural alterations or additions to or carry out any development on or make any planning or similar application relating to any of the Charged Property, and

If the Company fails to comply with the undertakings in clause 8.1.1 or clause 8.1.2 above the Lender will be entitled to repair and maintain the Charged Property and carry out works of reinstatement at the cost of the Company and will for this purpose have the rights of entry set out in this clause

- 8.2 The Company shall not permit any person

8.2.1 to be registered as proprietor under the Land Registration Act 2002 of any Charged Property nor create or permit to arise any interest of such Act affecting any Charged Property, or

- 8 2 2 to become entitled to any proprietary right or interest which might affect the value of any Charged Property
- 8 3 The Company shall promptly notify the Lender of any proposal, contract, conveyance, option, transfer or other disposition involving the acquisition by the Company of any interest in any Real Property or, without prejudice to clause 7 (Negative Undertakings), any sale, lease, transfer or other disposal by the Company of an interest in any Real Property
- 8 4 The Company's statutory and any other powers of entering into Leases and accepting or agreeing to accept surrenders of Leases are excluded and shall not be exercisable by the Company in relation to the Charged Property and the Company shall not without the prior written consent of the Lender
- 8 4 1 part with possession or occupation of, confer any licence or right to occupy nor confer any interest in any Charged Property,
- 8 4 2 grant any permission to assign, underlet or part with possession or occupation of any Charged Property,
- 8 4 3 agree or permit any amendment to or waiver of the terms of any Lease (including any Lease under which the Company is tenant), or
- 8 4 4 exercise any power to determine any Lease
- 8 5 The Company shall permit the Lender, its agents and contractors at reasonable times and upon reasonable notice (or at any time without notice after the occurrence of an Event of Default or in case of emergency) to enter into or upon any Charged Property without becoming liable as mortgagee in possession
- 8 5 1 to view the state and condition of or to value it,
- 8 5 2 to comply with or object to any direction or notice or other matter served upon the Company, and
- 8 5 3 to carry out at the cost of the Company any repairs or maintenance or to take any action which the Lender considers necessary or desirable in connection with any Charged Property to procure compliance with any obligation of the Company in this deed
- 8 6 The Company shall supply to the Lender
- 8 6 1 as soon as the same become available, but in any event within 180 days after the end of each of its financial years its financial statements for that financial year, and

- 8 6 2 within 10 days of the Lender's request, financial reports for such period as the Lender specifies in its request which will include the Company's levels of inventory and receivables for that period in such detail as the Lender may specify and such other information as the Lender may require
- 8 7 The Company shall ensure that each set of financial statements delivered pursuant to clause 8 6 1 is prepared using generally accepted accounting principles in the United Kingdom consistently applied
- 8 8 The Company shall ensure that each set of financial reports delivered pursuant to clause 8 6 2 fairly states the financial condition of the Company as at the end of the period to which they relate and the results of its operations for that financial period
- 8 9 The Company shall deposit with the Lender all deeds and documents of title relating to the Charged Property
- 8 10 The Company shall
- 8 10 1 hold on trust for the Lender all proceeds of any insurances of the Charged Property At the Lender's option, the Company will apply the proceeds in making good the relevant loss or damage, or to reduce the Secured Liabilities
- 8 10.2 where required by the Lender, deposit with the Lender all insurance policies (or copies where the Lender agrees)
- 8 11 If the Company fails to comply with any of its obligations under this deed the Lender may take such steps as it considers appropriate to procure compliance with such obligations at the cost of the Company
- 9 ENFORCEMENT OF SECURITY AND LENDER'S POWERS**
- 9 1 On the occurrence of an Event of Default, this deed shall become enforceable and the Lender may immediately or at any time thereafter
- 9 1 1 appoint one or more persons as an Administrator of the Company in accordance with schedule B1 to the Insolvency Act,
- 9 1 2 exercise the power of sale and all other powers conferred by s 101 of the LPA as varied or extended by this deed,
- 9 1 3 subject to s 72A of and paragraph 43 of Schedule A1 to the Insolvency Act, appoint one or more persons as a receiver and manager or administrative receiver of any Charged Property,

- 9 1 4 exercise all the powers conferred on a Receiver by this deed, the LPA and the Insolvency Act,
- 9.1 5 by notice to the Company end the Company's right to possession of all or any Real Property forming part of the Charged Property and enter into possession of all or such part of such Real Property,
- 9 1 6 to the extent that this deed constitutes a "security financial collateral arrangement" as defined in the Financial Collateral Regulations, appropriate any Charged Property which constitutes "financial collateral" as defined in the Financial Collateral Regulations in or towards satisfaction of the Secured Liabilities and the Lender shall value such Charged Property by reference to an independent valuation or other procedure selected by the Lender acting reasonably
- 9 2 Powers under the LPA
- 9 2 1 s 103 of the LPA will not apply to this deed
- 9 2 2 the power of sale and all other powers conferred by s 101 of the LPA as varied or extended by this deed will arise upon execution of this deed by the Company
- 9 3 If the Lender appoints two or more persons as Administrator of the Company, the appointment may specify whether those persons are to act jointly or concurrently
- 9 4 The Lender may appoint any Receiver upon such terms as to remuneration and otherwise as the Lender thinks fit and the maximum rate specified in s 109(6) of the LPA shall not apply
- 9 5 Any Receiver will be the agent of the Company for all purposes and the Company will be responsible for such Receiver's acts and defaults and for his remuneration, costs, fees, taxes and expenses to the exclusion of liability on the part of the Lender
- 9 6 Where two or more persons are appointed as Receiver any act authorised to be done by the Receiver may be done by all of them acting jointly or by any one or more of them acting severally
- 9 7 The Lender may at any time by writing remove any Receiver (subject to the obtaining of any required order of the court in the case of an administrative receiver) whether or not the Lender appoints any other person as Receiver in his place
- 10 **POWERS OF RECEIVER AND THE LENDER**

10 1 A Receiver shall have and be entitled to exercise all the powers conferred on a receiver by the LPA and, whether or not such a Receiver is an administrative receiver, all the powers conferred upon an administrative receiver by schedule 1 to the Insolvency Act which powers are incorporated in this deed

10 2 By way of addition to and without limiting any other powers referred to in this clause a Receiver shall have power (both before and after the commencement of any liquidation of the Company) to do every act and thing and exercise every power

10 2 1 which the Company would have been entitled to do or exercise if no Receiver had been appointed or which the Receiver would have been entitled to do or exercise if the Receiver were the absolute legal and beneficial owner of the Charged Property,

10 2 2 which such Receiver in his absolute discretion considers necessary or desirable for maintaining or enhancing the value of any Charged Property or for or in connection with the enforcement of the Security created by this deed or the realisation of any Charged Property;

and may use the name of the Company in connection with any exercise of such powers

10 3 At any time after the security given by this deed has become enforceable, the Lender may redeem any prior Security against the Charged Property or procure a transfer of such Security to itself and may agree the accounts of the person entitled to that Security and any accounts so agreed will be binding on the Company Any money paid by the Lender in connection with a redemption or transfer of any prior Security will form part of the Secured Liabilities

10 4 If the Lender, any Receiver or any delegate of either of them takes possession of any Charged Property it may go out of possession at any time

11 DELEGATION OF POWERS BY THE LENDER OR RECEIVER

11 1 The Lender or any Receiver may from time to time delegate by power of attorney or in any other manner to any person any powers which are for the time being exercisable by the Lender or a Receiver under this deed in relation to any Charged Property and any such delegation may be made upon such terms as the Lender or such Receiver may think fit

- 11 2 Neither the Lender nor any Receiver will be in any way liable or responsible to the Company for any loss or damage arising from any act or omission on the part of any such delegate unless such loss or damage is caused by the fraud, gross negligence or wilful misconduct of the delegate

12 EXCLUSION OF LIABILITY

- 12 1 Neither the Lender nor any Receiver is under any obligation to take action to collect any money or enforce any rights comprised in the Charged Property whether or not it is in possession of the relevant Charged Property

- 12 2 If the Lender or any Receiver takes possession of any Charged Property, it will not be liable to account to the Company for anything except actual receipts or be liable to the Company for any loss arising from any realisation of any Charged Property or for any default or omission for which a receiver or mortgagee in possession would be liable

- 12.3 The Lender or any Receiver will not be liable to the Company for any loss or damage arising from

12 3 1 any sale of any Charged Property,

12 3 2 any act, default or omission of the Lender or any Receiver in relation to any Charged Property; or

12 3 3 any exercise or non-exercise by the Lender or any Receiver of any power conferred upon it in relation to any Charged Property by or pursuant to this deed or by the LPA,

unless such loss or damage is caused by the fraud, gross negligence or wilful misconduct of the Lender or any Receiver

13 REIMBURSEMENT AND INDEMNITY

- 13 1 The Company shall pay to the Lender on demand

13 1 1 any money paid by the Lender or any Receiver

13 1 1 1 as a result of the Lender or any Receiver taking action which the Lender or any Receiver considers necessary or desirable in connection with any Charged Property or to procure compliance with any obligation of the Company in this deed, or

13 1 1 2 in respect of any action or thing expressed in this deed to be done at the cost of the Company,

- 13 1.2 all costs, fees, taxes and expenses incurred by the Lender or any Receiver under or in connection with this deed or its enforcement and/or the preservation of the Lender's rights under this deed
- 13 2 The Company shall indemnify each of the Lender and any Receiver against all liabilities, claims and expenses whether arising out of contract or in tort or in any other way (including any liability under any environmental law) which it may at any time incur in connection with this deed or for anything done or omitted to be done in the exercise or purported exercise of its powers pursuant to this deed unless such liabilities, claims and expenses are caused by its fraud, gross negligence or wilful misconduct
- 14 **APPLICATION OF SUMS REALISED**
- 14 1 Subject to claims having priority to the Security created by this deed all money recovered by the Lender or any Receiver as a result of the enforcement of this deed or otherwise by reason of the Security created by this deed will be applied in the following order
- 14 1 1 in payment of all costs, fees, taxes and expenses incurred by the Lender or any Receiver in or pursuant to the exercise of the powers set out in this deed and all other outgoings properly payable by any Receiver,
- 14 1.2 in payment of remuneration to any Receiver,
- 14 1 3 in or towards payment of the Secured Liabilities, and
- 14 1 4 the balance (if any) will be applied as required by law
- 14 2 If any money is received by the Lender or a Receiver as a result of the enforcement of this deed or otherwise by reason of the Security created by this deed at a time when the Secured Liabilities include contingent or future liabilities the Lender or any Receiver may hold some or all of such money in a suspense account
- 15 **PROTECTION OF PERSONS DEALING WITH THE LENDER OR RECEIVER**
- 15 1 No person dealing with the Lender or any Receiver will be concerned to enquire
- 15 1.1 whether any event has happened upon which any of the powers conferred by this deed may have arisen or be exercisable,
- 15.1 2 otherwise as to the propriety or regularity of any exercise of the powers conferred by this deed or of any act purporting or intended to be in exercise of such powers, or
- 15 1 3 whether any Secured Liabilities remain owing

16 NOTICE OF SUBSEQUENT CHARGE

16 1 If the Lender receives notice of any Security or other interest affecting any Charged Property

16 1 1 it may open a new account for the Company in its books and may transfer any outstanding balance owing by the Company to such new account,

16 1 2 if it does not open a new account then, unless it gives express written notice to the contrary to the Company, all payments made by the Company to it will as from the time of receipt of such notice be treated as having been credited to a new account of the Company and not as having been applied in reduction of the Secured Liabilities.

17 FURTHER ASSURANCE

17 1 When required by the Lender or any Receiver the Company shall, at its own cost

17 1.1 execute a charge by way of legal mortgage, assignment by way of security or fixed charge over any assets of the Company and such legal mortgage, assignment or charge shall secure the Secured Liabilities and contain a power of sale which arises immediately upon execution, provisions excluding s 93 of the LPA and the restrictions contained in s 103 of the LPA and such other provisions including any similar to those in this deed as the Lender may reasonably require;

17 1 2 execute any documents or do any other thing which the Lender or any Receiver may require for perfecting or protecting any Security created by this deed or in connection with the exercise of any powers given to the Lender or any Receiver under this deed, and

17 1 3 convey, transfer, assign or otherwise deal with any Charged Property in such manner as the Lender or any Receiver may require in connection with any enforcement of any Security created by this deed

18 POWER OF ATTORNEY BY THE COMPANY

18 1 The Company irrevocably and by way of security appoints each of the Lender, any person selected by the Lender and any Receiver its attorney in each case (with full power to appoint substitutes and to delegate) severally in its name and on its behalf to execute any document or do any act or thing which

18 1 1 the Company is entitled to execute or do in relation to the Charged Property including giving a receipt for any money and exercising any rights or remedies forming part of the Charged Property, or

18 1.2 the Company is obliged to execute or do under this deed

19 DISCHARGE OF SECURITY

19 1 Any discharge of the Company by the Lender in reliance on a payment or security received by the Lender will cease to be effective if that payment or security is avoided, reduced or invalidated for any reason and the Lender will be entitled to recover from the Company on demand the amount of the Secured Liabilities discharged by such payment or security

19 2 Following any discharge of the Company made by the Lender in reliance on a payment or security the Lender may retain the security constituted by this deed until the expiry of the maximum period within which such payment or security can be avoided, reduced or invalidated for any reason. If the person making such payment or giving such security goes into liquidation or administration or equivalent proceedings in any foreign jurisdiction within that period the Lender may retain the security constituted by this deed for as long as it thinks fit

20 REDEMPTION

After the repayment or discharge in full of the Secured Liabilities and provided that the Lender is satisfied that the Lender is not under any obligation to provide financial accommodation to the Company the Lender will at the request and cost of the Company release the Charged Property from the Security created by this deed

21 MISCELLANEOUS

21 1 Possession

The Company shall be entitled to possession of any Real Property forming part of the Charged Property until termination of such right by the Lender under clause 9 1 (the Lender' Powers)

21 2 Third Party Rights

A person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this deed

21 3 Continuing Security

This deed is a continuing security and extends to the balance from time to time of the Secured Liabilities irrespective of any intermediate payment of monies due to the Lender

21.4 Other Security

This deed is in addition to and will not in any way be prejudiced or affected by the holding or release by the Lender or any other person of any other Security at any time held by the Lender

21.5 Consolidation

The restrictions on the right of consolidating mortgage securities contained in s 93 of the LPA will not apply to this deed

21.6 Notices

The Lender may deliver a notice, demand or other communication to the Company at its registered office or at the contact details last known to the Lender. Any notice, demand or other communication given by the Lender shall be deemed to have been received if sent by fax or email, the time of transmission, if given by hand, at the time of actual delivery or if posted, on the second working day following the day on which it was despatched by prepaid first class post.

A notice from the Company will be effective on receipt

21.7 Counterparts

This deed may be executed in any number of counterparts, and this has the same effect as if the signatories and the counterparts were on a single copy of this deed

21.8 Land Registry Consent

By executing this deed the Company consents to the entry of the following restriction against any registered titles (and any unregistered properties subject to compulsory first registration) which are at any time subject to this deed

"No disposition or specify type of disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of the restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge [date] in favour of the Lender referred to in the charges register "

22 GOVERNING LAW AND JURISDICTION

- 22.1 This Agreement and any dispute or claim arising out of, or in connection with it, or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales
- 22.2 The parties to this Agreement irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). 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

This deed has been executed and delivered as a deed by the Company and the Lender on the date shown at the beginning of this deed

EXECUTION PAGE

Executed as a deed by
WESTMINSTER RECLINERS LIMITED
acting by a director
in the presence of a witness

Director's Signature

Witness signature

Print Name

Witness name

Address

Occupation

Executed as a deed by
AKIRA FINANCIAL LIMITED
acting by a director
in the presence of a witness

Director's Signature

Witness signature:

Print Name

Witness name

Address

Occupation