

MR01

Particulars of a charge

Laserform

182080/17

**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](http://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](http://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 the form is 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. It must be  
scanned and placed on the public record. **Do not send the original**



\*A49NZIAZ\*

A17

16/06/2015

#206

COMPANIES HOUSE

TUESDAY

**1 Company details**

Company number 8 2 7 1 0 8 5

Company name in full ARSCOTT POWER LIMITED

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date 01 06 2015

**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 GRAHAM MERLIN DINGLE

Name RONALD ADRIAN DINGLE

Name MORLEY EDWIN DINGLE

(TOGETHER THE DINGLE BROTHERS PARTNERSHIP)

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

Leasehold property and the Wind Turbine Generator along with ancillary equipment at Ratherton Farm now vested in the Company together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property and all intellectual property rights, choses in action belonging to the Company

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

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 Michelle Ody

Company name Parnalls

Address 15-19 Westgate Street

Post town Launceston

County/Region Cornwall

Postcode P L 1 5 7 A B

Country

DX DX82705 - LAUNCESTON

Telephone 01566 772375



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8271085

Charge code: 0827 1085 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th June 2015 and created by ARSCOTT POWER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th June 2015

A handwritten signature in black ink, appearing to be 'J. P.' or similar.

Given at Companies House, Cardiff on 23rd June 2015



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

We certify this to be a true and complete photo-copy of the original.

Dated this 15 day of June 2015  
PARNALLS  
Launceston  
*Parnalls*

**IMPORTANT INFORMATION**

Please take time to read this document carefully and do not hesitate to discuss any aspect that is unclear.

You must only sign this Debenture when you fully understand the consequences of doing so

We strongly recommend that independent advice is sought before accepting any loan and signing any documents

DATED 10 June 2015

**FOLK 2 FOLK**  
Local Secured Lending

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**DEBENTURE**

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Parnalls Solicitors  
15-19 Westgate Street  
Launceston  
Cornwall  
PL15 7AB

**DX 82705 LAUNCESTON**

**Tel: 01566 772375 Fax: 01566 772128**

**Parnalls**   
SOLICITORS ESTABLISHED 1780

THIS DEBENTURE is made the 10 day of June 2015 BETWEEN

- (1) **Graham Merlin Dingle, Ronald Adrian Dingle, Morley Edwin Dingle** (together the Dingle Brothers Partnership) care of Folk2Folk Limited, 13 Westgate Street, Launceston, Cornwall, PL15 7AB (together 'the Lender')
- (2) **Folk2Folk Limited** (Company Registration Number: 08178576) whose registered office address is at 15-19 Westgate Street, Launceston, Cornwall, PL15 7AB ('Folk2Folk'); and
- Panels* (3) **Arcscott Power Limited** (Company Registration Number ~~2~~271085) whose registered office address is at Ratherton House, Ratherton Farm, Holsworthy, Devon, EX22 6NB (the 'Company')

NOW THIS DEED WITNESSES as follows:

**1 Interpretation**

1.1 In this Debenture, unless the context otherwise requires

1.1.1 'Assets' means all the undertaking, property and assets of the Company present or future relating to the Wind Turbine Generator and ancillary equipment at Ratherton Farm, Holsworthy, Devon, EX22 6NB ('the WTG'),

1.1.2 'Debts' means all book and other debts now or in the future owing to the Company (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent, (but excluding credit balances on any account at any bank or financial institution) together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt, but 'Debts' does not include any asset or right effectively charged by way of fixed charge under any other provision of clause 3 below;

- 1.1.3 'Encumbrance' means any mortgage, charge, pledge, lien or other security interest of any kind, and any right of set-off, assignment, other agreement or arrangement whatsoever for the purpose of providing security or having a similar effect to the provision of security, other than liens arising by operation of law in the ordinary course of the Company's business;
- 1 1 4 'Environmental Law' means all laws, including without limitation common law, statutes, delegated legislation, legislation of the European Union or any of its institutions, and codes of practice and guidance issued by any relevant authority or agency in relation to any matter affecting the environment, human health or the storage, handling or disposal of any waste or other substance;
- 1 1.5 'Fixed Plant and Equipment' means all plant machinery or equipment of any kind (including without limitation all cables, pipes, switchgear, heating, lighting, electrical, water and gas apparatus) which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building,
- 1 1 6 'Fixtures' means all things of any kind now or at any time affixed to land for any purpose, including without limitation trade and tenants' fixtures;
- 1 1 7 'Insurances' means all the right, title and interest of the Company, now or in the future, in or under any policy of insurance or assurance or to the proceeds thereof,
- 1 1 8 'Intellectual Property' means all the right title and interest of the Company (now or in the future) in or to any of the following:
- 1.1.8 1 any registered intellectual property right in any territory, including without limitation patents, trade marks, service marks, registered designs, and any similar right in any territory and any applications or right to apply for any of the above;
- 1 1.8.2 any invention, copyright, design right or performance right; and

- 1.1 8 3 any trade secrets, know-how and confidential information;
- 1.1.8.4 the benefit of any agreement or licence for the use (by the Company and any other person) of any such right;
- 1.1.9 'Land' means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated, including without limitation any buildings and Fixtures on land, and the benefit of any covenants, rights, licences, guarantees, rents and contracts owed to any person or enforceable by him by virtue of the ownership, possession or occupation of land;
- 1.1.10 'Lender' includes persons deriving title under the Lender;
- 1.1.11 'Loose Plant and Equipment' means all plant, machinery, equipment and motor vehicles now or at any time owned by the Company as a capital asset which is not a Fixture or Fixed Plant and Equipment, (including without limitation any moulds, patterns, tools (other than hand tools and consumable tooling) dies and jigs),
- 1 1.12 'Other Claims' means all rights, claims or obligations of any kind whatsoever now or at any time owed to the Company capable of being satisfied by the payment of money, which are not effectively charged by way of fixed charge by any other provision of this Debenture;
- 1 1 13 'Receiver' means any receiver appointed under this Debenture, and, where more than one receiver has been appointed, each of them;
- 1.1.14 'Rents' means any sum payable to the Company (and any right to recover any such a sum):
- 1 1.14 1 by way of rent, service charge or otherwise under any lease of Land, or as mesne profits, licence fee, or otherwise howsoever for the use or occupation of or trespass upon Land, or other income arising from any Land, and



1.1.14.2 by way of rent or otherwise for or in connection with the possession or use of; or in respect of any trespass to or conversion of, any chattel, except in so far as the same is effectively charged by way of fixed charge by clause 3.1 or 3.2 below,

1.1.15 'Secured Liabilities' means all money, liabilities and obligations now or in the future owed or incurred by the Company to the Lender in respect or in relation to the WTG, whether or not immediately payable, whether certain or contingent, whether sole or joint, whether as principal or as surety, whether or not the Lender was the original creditor in respect thereof, and including (without limitation) interest, commission, costs, charges and expenses charged by the Lender at rates agreed between it and the Company or, in the absence of express agreement, in accordance with the Lender's normal practice for the time being,

1.1.16 'Securities' means all the right title and interest of the Company, now or in the future, in any stocks, shares, instruments creating or acknowledging any debt, or other securities issued by any person. ✓

1.2 In this Debenture unless the context otherwise requires:

1.2.1 the singular includes the plural and vice versa, and reference to any gender includes the other genders,

1.2.2 references to persons include bodies corporate, associations, partnerships, organisations, states, state agencies and any other entity, whether or not having separate legal personality;

1.2.3 words and phrases defined in the Companies Act 2006 have the same meanings in this Debenture but the word 'Company' includes any body corporate;

1.2.4 references to 'clauses' are to clauses or sub-clauses of this Debenture;

1.2.5 any reference to any statute or statutory instrument or any section or part thereof includes any enactment (present or future) replacing or amending it or any

instrument, order or regulation made under it and also includes any past statutory provisions (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced;

- 1 2.6 headings are for reference purposes only and shall not affect the construction of anything in this Debenture.

## **2 Company's obligations**

The Company covenants:

- 2.1 to pay or discharge the Secured Liabilities to the Lender on demand; and
- 2 2 to pay interest to the Lender upon any sum so demanded until payment (both before and after any judgment) at 2% per year above the rate applicable to that sum immediately before demand.

## **3 Charges**

As security for payment of the Secured Liabilities the Company (with full title guarantee) hereby charges to the Lender (but in all cases relating to the WTG only):

- 3 1 by way of first legal mortgage all Land now owned by the Company;
- 3.2 by way of separate first fixed charges:
- 3.2 1 all the goodwill and uncalled capital of the Company, present or future;
- 3 2.2 the Securities;
- 3.2.3 the Insurances;
- 3 2.4 the Intellectual Property,
- 3.2.5 the Debts;

**3.2.6 the Rents;**

**3.2.7 the Asset Contracts;**

**3 2 8 the Other Claims;**

**3 2.9 the Fixed Plant and Equipment; and**

**3 2.10 the Loose Plant and Equipment,**

**3.3 by way of first floating charge all those Assets which are not for any reason effectively charged by this Debenture by way of fixed charge or mortgage**

**3.4 for clarification purposes, the Company is not charging any assets of the Company other than relating to the WTG**

#### **4 Protection of Lender's rights**

**4.1 The Company covenants not, without the prior written consent of the Lender, to.**

**4.1.1 create (otherwise than in favour of the Lender) any Encumbrance, or to allow any Encumbrance to arise or continue, on or over any of the Assets;**

**4.1.2 part with or dispose of any of the Assets charged by way of fixed charge or mortgage; or**

**4.1.3 part with or dispose of all or any of the Assets charged by way of floating charge**

**4.2 The Lender may from time to time by notice in writing to the Company convert any floating charge created by this Debenture into a fixed charge in respect of any Assets which are specified in any such notice Any such floating charge shall automatically be converted into a fixed charge:**

4.2.1 in respect of any Assets, immediately prior to the Company agreeing or resolving (unless the Lender has first consented to it) to create any Encumbrance over those Assets in favour of any other person, or to part with or dispose of them otherwise than in the ordinary course of carrying on the Company's business as a going concern, and

4.2.2 in respect of all the Assets if the Company ceases to carry on business or to be a going concern or if any voluntary arrangement or other moratorium (other than a moratorium under Section 1A of the Insolvency Act 1986) or compromise with the Company's creditors, or any class of them, is proposed or put into effect

4.3 The Company shall, at its own expense, at any time when required by the Lender:

4.3.1 execute and deliver to the Lender a valid legal mortgage of any Land now or in the future owned by the Company;

4.3.2 execute and deliver to the Lender a legal assignment of any of the Assets referred to in clause 3.2 above, or any moneys owing in respect of any of them, as the Lender shall require, and give notice of any such assignment to any person when required by the Lender; and

4.3.3 execute and deliver all deeds and documents, and do and concur in all other acts and things which the Lender may deem necessary or desirable, to vest in the Lender the security intended to be created by this Debenture over all or any of the Assets or to facilitate the enforcement of that security, or the exercise of any powers or discretions intended to be vested in the Lender or the Receiver by this Debenture;

in each case, in such form as the Lender may require.

4.4 This Debenture shall be a continuing security to the Lender and shall remain in force until expressly discharged in writing by the Lender notwithstanding any intermediate settlement of account or other matter or thing whatsoever, and shall

be without prejudice and in addition to any other right, remedy or security of any kind which the Lender may have now or at any time in the future for or in respect of any of the Secured Liabilities

## **5 Covenants**

**5 1** While this Debenture continues in force the Company shall (in respect of the WTG only).

**5.1 1** put and keep all its buildings in good and substantial repair and all fixtures and fittings, plant, machinery and other effects in good working order and condition;

**5 1 2** maintain all such insurances against risks that as are normally insured against and maintained by prudent companies carrying on similar businesses, and in particular (but without limitation) will insure and keep insured such of the Assets as are insurable with an insurance office or underwriters to be approved by the Lender in writing from time to time, and if so requested by the Lender, in the name of the Company with the interest of the Lender noted;

**5 1 3** pay all premiums and other moneys necessary to effect and keep up such insurances within one week of the same becoming due, on demand produce to the Lender the policy or policies of such insurance and the receipt for every such payment, comply at all times with all the requirements of any such insurance policy, and not do or omit to do anything, or allow any thing to occur or continue, which will or may in the sole opinion of the Lender cause any such insurance policy to become void or voidable, or allow the insurer to refuse any indemnity under it;

**5 1 4** in relation to all Land owned or occupied by the Company:

**5 1 4 1** at all times observe and perform (and ensure that any other person at any time occupying any such Land also observes and performs) all restrictive and other covenants to which the Land or any part of it may from time to time be subject, all obligations on the part of the Company or any such occupier in any lease or

tenancy agreement, and all building regulations and all restrictions conditions and stipulations for the time being affecting the Land or any part of it or the use or enjoyment of the Land,

5.1.4.2 within 7 days deliver to the Lender any notice or proceedings served on the Company and relating to any alleged breach of any of the above;

5.1.4.3 at all times keep the Land in a safe condition for all persons foreseeably likely to be present on any part of it, and, where necessary or desirable for such purposes, erect and maintain fencing, barriers, covers and other security measures,

5.1.4.4 pay all rents, rates, taxes and outgoings payable by virtue of its ownership or occupation, and

5.1.5 at all times comply with all applicable Environmental Law, and obtain and comply with the terms of any licence or permit under any Environmental Law which is necessary or desirable to carry on any of the Company's businesses or activities; and

5.1.6 take all action necessary to maintain any registered rights to Intellectual Property in full force and effect, and to make and pursue all applications which it is entitled to make for any such rights

5.2 If the Company is in default under any of the covenants set out in clause 5.1 above (or any of its other obligations under this Debenture), the Lender may at its sole discretion (but will not be obliged to) take any steps which it considers necessary or desirable to remedy the default or make good its effects in whole or in part, and in particular, but without limitation, may pay any amount which the Company ought to pay, and may authorise any person to enter, by force if necessary, on any Land or into any building owned or occupied by the Company and perform works, and may put in place or renew any insurance. Neither the Lender, nor any person authorised by it, shall be deemed to have taken possession of any Land by virtue of exercising any power given by this clause, irrespective of the degree of control

exercised over the Land or access to it, unless and until the Lender (or any such person) serves notice in writing on the Company expressly stipulating its intention to take possession.

- 5.3 All moneys received in respect of any Insurance whatsoever (other than any indemnity against liability to a third party) shall, as the Lender in its sole discretion requires, be applied either in making good the loss or damage in respect of which the money is received or in or towards discharge of the Secured Liabilities

## **6 Demand and enforcement**

- 6.1 This Debenture shall become enforceable.

- 6.1.1 upon any demand being made by the Lender for payment of any of the Secured Liabilities;

- 6.1.2 upon any request being made by the Company to the Lender for the appointment of an Administrator or a Receiver or for the Lender to exercise any other power or right available to it;

- 6.1.3 upon the occurrence of any event referred to in clause 4.2, or any event causing the floating charge created by this Debenture to become fixed in relation to any Assets;

- 6.1.4 upon the passing of any resolution, or the presentation of a petition for winding up in relation to the Company;

- 6.1.5 upon the Company going into administration, or any application being made for an administration order, or any notice being given (by any person to any person) of an intention to appoint an Administrator, in relation to the Company; or

- 6.1.6 upon any moratorium coming into effect in respect of all or any of the Company's debts, or the Company taking any step with a view to obtaining such a moratorium.

**6.2** Any demand for payment, and any other notice to be given by the Lender under this Debenture, shall be in writing and may be signed by any person duly authorised by the Lender, and may be made or given at any place of business of the Company or at its registered office:

**6.2.1** by delivering it to any such place; or

**6.2.2** by sending it by first class post to any such place (in which case it shall be deemed received at 10.00 am on the next business day after posting, and proof of posting shall be proof of delivery).

**6.3** At any time after this Debenture has become enforceable the Lender may exercise, in respect of any Asset, the power of sale given to mortgagees by the Law of Property Act 1925. The restrictions imposed by Section 103 of that Act shall not apply, and the Lender may delegate the exercise of its power of sale to any Receiver or other person.

## **7 Receivers and Administrators**

**7.1** At any time after this Debenture has become enforceable, or if the Company so requests at any time, the Lender may (subject as provided below) appoint any person or persons to be a receiver or receivers ('the Receiver') of all or any part of the Assets hereby charged or to be an administrator or administrators of the Company. An appointment over part only of the Assets shall not preclude the Lender from making any subsequent appointment over any other part of the Assets.

**7.2** The appointment of an Administrator or Receiver shall be in writing, and may be signed by any person duly authorised for and on behalf of the Lender. Where more than one person is acting at any time as Administrator, the Lender may in the same manner stipulate whether and to what extent they may act jointly or separately.

**7.3** The Lender may not appoint:



7.3.1 a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Section 1A of the Insolvency Act 1986; and

7.3.2 an administrative receiver (as defined in Section 29(2) of that Act) at any time while such an appointment is prohibited by Section 72A of that Act.

7.4 The Lender may from time to time determine the remuneration of the Receiver (which shall not be subject to the limit in the Law of Property Act 1925 Section 109(6)) and may (subject to the application of the Insolvency Act 1986 Section 45) remove any person from office in relation to all or any part of the Assets of which he is the Receiver and at any time (before or after any person shall have vacated office or ceased to act as Receiver in respect of any of the Assets) appoint a further or other receiver or receivers over all or any part of the Assets.

7.5 The Receiver shall be the agent of the Company (which shall be solely liable for his acts, defaults and remuneration) unless and until the Company goes into liquidation, whereafter he shall act as principal and shall not become the agent of the Lender, and the Receiver shall have and be entitled to exercise in relation to the Company all the powers set out in the Insolvency Act 1986 Schedule 1 (whether or not he is an administrative receiver) and in applying that Schedule:

7.5.1 the words 'he' and 'him' refer to the Receiver; and

7.5.2 references to the 'property of the company' are to the Assets over which the Receiver is appointed;

and, in particular, by way of addition to but without limiting such powers (and without prejudice to the Lender's powers), the Receiver shall have power to do the following things, namely

7.5.3 power to carry on or join with any person in carrying on any business (whether or not carried on by the Company prior to his appointment), and

7.5.4 power to maintain, repair, make safe, improve and develop any Land or other Asset, and to do all such other things as may in his opinion be necessary or desirable for maintaining or enhancing the value or marketability of any Asset

## **8 Power of attorney**

The Company hereby irrevocably and by way of security appoints the Lender (whether or not a Receiver has been appointed) and also (as a separate appointment) each Receiver severally as the attorney and attorneys of the Company with power to do any act, and execute and deliver any deed or other document, on behalf of and in the name of the Company, which the Company could be required to do or execute under any provision of this Debenture, or which the Lender in its sole opinion may consider necessary or desirable for perfecting the Lender's title to any of the Assets or enabling the Lender or the Receiver to exercise any of its or his rights or powers under this Debenture.

## **9 Payment of moneys**

9.1 Any moneys received by the Receiver or the Lender shall, subject to the payment as far as necessary of any claims having priority to this Debenture, be paid or applied in the following order of priority:

9.1.1 in satisfaction of all costs, charges and expenses properly incurred and payments properly made by the Receiver and of the remuneration of the Receiver;

9.1.2 in or towards satisfaction of the Secured Liabilities in such order as the Lender may at its discretion require; and

9.1.3 as to the surplus (if any) to the person or persons entitled thereto

9.2 The Lender may, without prejudice to any other rights it may have, at any time and from time to time place (and keep for such time as it may think prudent) any moneys received, recovered or realised under or by virtue of this Debenture on a separate or suspense account to the credit either of the Company or of the Lender as the Lender shall think fit, without any intermediate obligation on the Lender's part to apply the same or any part thereof in or towards the discharge of the Secured Liabilities

## **10 Protection of third parties**

10.1 In favour of any purchaser, the statutory powers of sale and of appointing a receiver which are conferred upon the Lender, as varied and extended by this Debenture, and all other powers of the Lender, shall be deemed to arise and be exercisable immediately after the execution of this Debenture

10.2 No purchaser from or other person dealing with the Lender, nor any person to whom it has delegated any of its powers, nor the Receiver, shall be concerned to enquire whether any of the powers which they have exercised has arisen or become exercisable, nor whether the Secured Liabilities remain outstanding, nor whether any event has happened to authorise the Receiver or the Lender to act or as to the propriety or validity of the exercise of any such power; and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters

10.3 The receipt of the Lender or the Receiver shall be an absolute and conclusive discharge to a purchaser or any other such person and shall relieve him of any obligation to see the application of any moneys paid to or by the direction of the Lender or the Receiver

## **11 Protection of the Lender and the Receiver**

- 11.1** Neither the Lender nor any Receiver shall be liable in respect of any loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise, any of their respective powers under this Debenture
- 11.2** Without prejudice to any other provision of this Debenture, entry into possession of any Asset shall not render the Lender or the Receiver liable to account as mortgagee in possession, or to be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable, and if and whenever the Lender or the Receiver enters into possession of any Asset it shall be entitled at any time it or he thinks fit to go out of such possession
- 11.3** The Company shall indemnify and keep indemnified the Lender, every Receiver, and any person who acts as the servant, agent, delegate or attorney of any of them, against all claims, costs, expenses and liabilities which any of them may suffer or incur arising in any way out of the taking or holding of this Debenture, the exercise or purported exercise of any right, power, authority or discretion given by it, or any other act or omission in relation to this Debenture or the Assets. The provisions of this clause 11 shall continue in full force and effect notwithstanding any release or discharge of this Debenture, or the discharge of any Receiver from office

## **12 Miscellaneous provisions**

- 12.1** While this Debenture continues in force (and in respect of the WTG only).
- 12.1.1** no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the Land hereby charged or any part of it shall be capable of being exercised by the Company, and
- 12.1.2** the Company shall not be entitled to part with possession (otherwise than on the termination of any lease, tenancy or licence to it) of any Land, or to share

occupation of any Land with any other person or persons, or to surrender any lease of Land or permit such a lease to be assigned or forfeited,

without the prior written consent of the Lender.

12.2 The Law of Property Act 1925 Section 93 dealing with the consolidation of mortgages shall not apply to this Debenture

12.3 The statutory powers of sale, leasing and accepting surrenders exercisable by the Lender are hereby extended so that the Lender may, either in its own name or in that of the Company

12.3.1 grant a lease or leases (whether or not at a premium) of the whole or any part or parts of any Land owned by the Company, with such rights relating to other Land and containing such covenants on the part of the Company and generally on such terms and conditions as the Lender shall think fit (including the payment of money to a lessee or tenant on a surrender); and

12.3.2 accept a surrender of any lease on such terms as the Lender may think fit;

In either case, without any of the restrictions on such powers contained in the Law of Property Act 1925 Sections 99 and 100.

12.4 The rights powers and discretions given to the Lender in this Debenture

12.4.1 may be exercised as often as, and in such manner as, the Lender thinks fit;

12.4.2 are cumulative, and are not exclusive of any of its rights under the general law;

12.4.3 may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right is not a waiver of it

12.5 If any provision of this Debenture is illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

12.5.1 the validity or enforceability of any other provision, in any jurisdiction; or

12.5.2 the validity or enforceability of that particular provision, in any other jurisdiction

12.6 All costs, charges and expenses incurred or paid by the Lender or by the Receiver in the exercise of any power or right given by this Debenture, or in relation to any consent requested by the Company, or in perfecting or enforcing or otherwise in connection with this Debenture or the Assets, including (without limitation) all moneys expended by the Lender under clause 5.2 above, all sums recoverable under clause 11.3 above, and of all proceedings for the enforcement of this Debenture or for obtaining payment of any moneys hereby secured, shall be recoverable from the Company on demand as debts, and shall bear interest at 2% per year above the rate applicable to that sum immediately before demand

12.7 The Lender and/or Folk2Folk in substitute of the Lender may assign this Debenture to any successor in title to any of the Secured Liabilities, and may disclose any information in its possession relating to the Company, its affairs or the Secured Liabilities to any actual or prospective assignee. Any successor to an assignee of the Lender or Folk2Folk will be entitled to the full benefit of this Debenture.

12.8 This Debenture will remain enforceable valid and binding for all purposes even if the Lender or Folk2Folk changes its name or constitution or is amalgamated or consolidated with any other company or entity.

12.9 This Debenture shall be governed by and construed in accordance with English Law, and the Company submits to the jurisdiction of the English Courts for the purposes of any dispute in relation to it.

THIS DEBENTURE HAS BEEN EXECUTED AS A DEED AND IS DELIVERED AND TAKES EFFECT ON  
THE DATE STATED AT THE BEGINNING OF IT

**IMPORTANT INFORMATION**

Please take time to read this document carefully and do not hesitate to discuss any aspect that is unclear

You must only sign this Debenture when you fully understand the consequences of doing so. We strongly recommend that independent advice is sought before accepting any loan and signing any documents.

EXECUTED AS A DEED on behalf of )  
**ARSCOTT POWER LIMITED** )  
signed by a director )  
in the presence of )

*AP May*

Witness signature . *MAH* .....

Witness name: . . . *Lewis Mathews* .....

Witness address: . *15-19 Westgate Street* .....

.. *Llankeston, Cornwall PL15 7AB* .....

Witness occupation: . . . *Lawyer* .....



Signed as a Deed by Folk to Folk Limited acting by a director as  
attorney for **GRAHAM MERLIN DINGLE**

under a power of attorney dated 21<sup>st</sup> April 2015

Attorney for Graham  
Merlin Dingle

in the presence of

Witness signature: GFBryant-Butcher

Witness name: Gemma Bryant-Butcher

Witness address: 15-19 Westgate Street

Launceston Cornwall PL15 7AB

Witness occupation: Personal Assistant

Signed as a Deed by Folk to Folk Limited acting by a director as  
attorney for **RONALD ADRIAN DINGLE**

under a power of attorney dated 21<sup>st</sup> April 2015

Attorney for Ronald  
Adrian Dingle

in the presence of

Witness signature: GFBryant-Butcher

Witness name: Gemma Bryant-Butcher

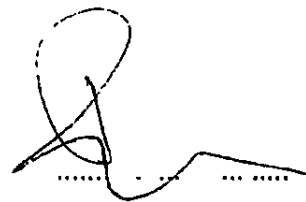
Witness address 15-19 Westgate Street

Launceston Cornwall PL15 7AB

Witness occupation: Personal Assistant

Signed as a Deed by Folk to Folk Limited acting by a director as  
attorney for **MORLEY EDWIN DINGLE**

under a power of attorney dated 21<sup>st</sup> April 2015



Attorney for Morley  
Edwin Dingle

in the presence of

Witness signature: Gemma Bryant-Butcher

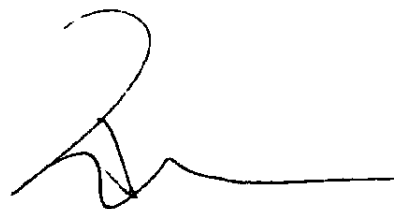
Witness name: Gemma Bryant-Butcher

Witness address: 15-19 Westgate Street

Launceston Cornwall PL15 7AB

Witness occupation: Personal Assistant

EXECUTED AS A DEED on behalf of )  
Folk2Folk Limited )  
acting by a director )  
in the presence of: )



Witness signature: Gemma Bryant-Butcher

Witness name: Gemma Bryant-Butcher

Witness address: 15-19 Westgate Street

Launceston Cornwall PL15 7AB

Witness occupation: Personal Assistant