

MR01

Particulars of a charge



Companies House



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A fee is be payable with this form
Please see 'How

☒ **What this form is for**

You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form**

You may not use
register a charge
instrument. Use f

WEDNESDAY



A08 *A7Z7PIUQ* #303
13/02/2019
COMPANIES HOUSE

1, please
it:
eshouse

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



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

1

Company details

Company number

10482937

Company name in full

BELGRAVIA 17 LIMITED

7

For official use

→ **Filling in this form**

Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2

Charge creation date

Charge creation date

08 02 2019

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

HABL FINANCE 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	LAND LYING TO THE SOUTH OF LOWBOURNE BOLWELL PLACE MELTSHAM	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument". Please limit the description to the available space.
5	Other charge or fixed security Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes		
7	Negative Pledge Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
8	Trustee statement ^① You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge. <input type="checkbox"/>		① This statement may be filed after the registration of the charge (use form MR06).
9	Signature Please sign the form here. Signature	<input checked="" type="checkbox"/>  <input checked="" type="checkbox"/>	
	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 **SANDRA SMITH**

Company name **MIDDLETON + UPSALL**

SOLICITORS

Address **5 ASH WALK**

WARMUNSTER

Post town

County/Region **WILTSHIRE**

Postcode **BA12 8PY**

Country

DX **43600 WARMUNSTER**

Telephone **01985 214444**



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

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



Where to send

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

For companies registered in England and Wales:

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

For companies registered in Scotland:

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

For companies registered in Northern Ireland:

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



Further information

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10482937

Charge code: 1048 2937 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th February 2019 and created by BELGRAVIA 17 LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th February 2019.

DX

Given at Companies House, Cardiff on 18th February 2019



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Land Registry

Legal charge of a registered estate

CH1

This form should be accompanied by either Form AP1 or Form FR1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) of the property: WT274808
2	Land lying to the south of Lowbourn Bolwell Place, Melksham.
3	8th February 2019
4	Borrower: Belgravia 17 Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 10482937 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
5	Lender for entry in the register: HABL Finance Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 08858905 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Lender's intended address(es) for service for entry in the register: Oliver House 23 Windmill Hill Enfield EN2 7AB

Certified a true copy of the original

Dated this 12th day of February, 2019

Middletons Solicitors, The Old Police Station
5 Ash Walk, Warminster, Wiltshire, BA12 8PY

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on.

7	<p>The borrower with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9</p>
8	<p><input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register</p> <p><input type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:</p>
9	<p>Additional provisions</p> <p>1 DEFINITIONS AND INTERPRETATION</p> <p>For all purposes of this agreement the terms defined in this clause 1 DEFINITIONS AND INTERPRETATION have the meanings specified.</p> <p>1.1 Gender, personality and number</p> <p>Unless the context otherwise requires:</p> <p>1.1.1 the singular includes the plural and vice versa;</p> <p>1.1.2 references to persons includes references to firms, companies, corporations or limited liability partnerships and vice versa; and</p> <p>1.1.3 references in the masculine gender include references in the feminine or neuter genders and vice versa.</p> <p>1.2 Headings</p> <p>The clause headings do not form part of this document and are not to be taken into account in its construction or interpretation.</p> <p>1.3 'The Interest Payment Days'</p> <p>'The Interest Payment Days' means the 1st day of each consecutive calendar month.</p> <p>1.4 'The Interest Rate'</p> <p>'The Interest Rate' means</p> <p>(a) in respect of the period from the date of this Agreement to the Repayment Date (or any part of such period) 10% per annum</p> <p>(b) for the period commencing twelve months from the date of this Agreement until the indebtedness is repaid in full Interest on the indebtedness at the rate of 2% per month or part of a month.</p> <p>and (c) for any period from the Repayment Date until the indebtedness is repaid in full Interest calculated on a daily basis at the rate of 2% per annum above the base rate of HSBC Bank plc.</p> <p>or, should this rate cease to exist, at another rate of interest closely comparable with the Interest Rate to be agreed between the parties or in default of agreement to be determined by a chartered accountant appointed by agreement between the parties or in default of agreement nominated by the President of</p>

the Institute of Chartered Accountants in England and Wales, acting as an expert and not as an.

1.5 Interpretation of 'the Borrower' and 'the Lender'

Unless the context otherwise requires the expressions 'the Borrower' and 'the Lender' include their respective successors and assigns whether immediate or derivative and where appropriate the survivors or survivor of them and where either party comprises two or more persons include any one or more of those persons.

1.6 Joint and several liability

Where any party to this deed for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally.

1.7 'The Principal'

'The Principal' means the sum of £900,000.00 to be divided in the following parts:-

Part 1 - £650,000.00 payable on the date of this document.

Part 2 - £250,000.00 payable on the date of this document.

1.8 References to clauses

Any reference in this document to a clause without further designation is to be construed as a reference to the clause of this document so numbered.

1.9 References to statutes

Unless expressly stated to the contrary, any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it, and any general reference to a statute includes any regulations or orders made under that statute

1.10 Repayment date

1.10.1 As to Part 1 the date which is twelve months from the date of payment to the Borrower.

1.10.2 As to Part 2 of the Principal the date which is eighteen months from the date of payment to the Borrower.

1.11 'VAT'

'VAT' means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to sums payable by the Borrower are exclusive of VAT.

2 AGREEMENT TO LEND PRINCIPAL

The Lender agrees with the Borrower to lend the Principal to the Borrower upon the terms, conditions and provisions of this agreement.

3 PAYMENT OF PRINCIPAL, INTEREST AND COSTS

In consideration of the Principal now paid by the Lender to the Borrower (receipt of which the Borrower acknowledges) the Borrower undertakes with the Lender as set out in this clause 3 PAYMENT OF PRINCIPAL, INTEREST AND COSTS.

3.1 Payment of principal

The Borrower undertakes with the Lender to pay the Principal to the Lender free from any legal or equitable right of set-off on the Repayment Date. The Principal shall become repayable immediately if:

3.1.1 any interest or other sum payable under this agreement is not paid within 14 days of becoming due; or

3.1.2 the Borrower or any surety fails to comply with any term, condition, covenant or provision of or to perform any of his obligations or liabilities under this agreement or any associated or collateral security; or

3.1.3 any representation or warranty given by the Borrower or any surety to the Lender is or becomes incorrect; or

3.1.4 any judgement or order made against the Borrower or any surety by any court is not complied with within 14 days; or

3.1.5 the property of the Borrower or any surety becomes subject to any forfeiture or execution, distress, sequestration or other form of process; or

3.1.6 a mortgagee takes possession of or exercises or seeks to exercise any power of sale or of an appointment of a receiver in relation to any property of the Borrower or of any surety; or

3.1.7 in the case of a company or limited liability partnership:

3.1.7.1 the Borrower or any surety ceases or threatens to cease to carry on, or disposes or threatens to dispose of, its business or a material part of its business; or

3.1.7.2 the Borrower or any surety makes a proposal for a voluntary arrangement under the Insolvency Act 1986 Part I or enters, or seeks to enter, into any other form of composition or arrangement with its creditors whether in whole or in part; or

3.1.7.3 the Borrower or any surety becomes subject to a notice of an intended appointment of an administrator or an application is made to any court or any meeting of directors or members is called with a view to the Borrower or any surety entering into administration; or

3.1.7.4 an administrative receiver is appointed in respect of the whole or any part of the undertaking of the Borrower or any surety; or

3.1.7.5 a petition is presented in any court or a meeting is convened for the purpose of considering a resolution for the winding up of the Borrower or any surety (except in the case of a reconstruction or amalgamation that has the previous approval in writing of the Lender).

3.2 Early repayment of Principal

Notwithstanding the provisions of clause 3.1 PAYMENT OF PRINCIPAL the Borrower may at any time repay the Principal or so much of it as may be owing on giving to the Lender 14 days notice subject to the Borrower at the same time also paying or discharging all other obligations and liabilities due or owing by the Borrower to the Lender under this agreement or under the terms of any security associated with or collateral to it.

3.3 Interest

3.3.1 Payment of interest

The Borrower undertakes with the Lender to pay to the Lender interest on the Principal (or so much of it as may from time to time remain outstanding) at the Interest Rate, from the date of this deed, on the Interest Payment Days, such interest to be payable as well after as before any demand or judgement or the administration or liquidation or, as appropriate, bankruptcy, death or insanity of the Borrower.

3.3.2 Capitalisation of arrears of interest

3.3.2.1 Capitalisation

If any interest payable under this agreement is not paid within 28 days after the due date for payment it shall be capitalised and added to the Principal and bear interest from the due date for payment at the Interest Rate and on the Interest Payment Days.

3.3.2.2 Enforcement

The capitalisation of arrears of interest is to be without prejudice to the Lender's right at any time to enforce payment of the sums concerned as interest in arrear.

3.3.2.3 Payment of capitalised arrears

The Borrower may on any of the Interest Payment Days pay to the Lender, in addition to the interest then due, all or any part of the Principal representing capitalised arrears of interest.

3.3.2.4 General

Otherwise all covenants and provisions contained in this agreement and all powers and remedies conferred by law or by this agreement and all rules of law or equity relating to the Principal and interest on it shall equally apply to capitalised arrears of interest and to interest on them.

3.4 Costs, charges, expenses and other liabilities

3.4.1 Payment of costs, charges, expenses and other liabilities

The Borrower undertakes with the Lender to pay to the Lender on demand, and on a full and unlimited indemnity basis, all costs, charges, expenses and liabilities paid and incurred by the Lender (whether directly or indirectly) in relation to this agreement and the obligations owed under and associated with this agreement and any associated or collateral security (including all commission, legal and other professional costs and fees and disbursements and VAT on them) together with interest from the date when the Lender becomes liable for them until payment by the Borrower at the Interest Rate, such interest to be payable in the same manner as interest on the Principal.

3.4.2 Costs included

Without prejudice to the generality of the provisions of that clause, the Borrower's liability under clause 3.4.1 PAYMENT OF COSTS, CHARGES, EXPENSES AND OTHER LIABILITIES will include not only those costs, charges, expenses and liabilities that would otherwise be allowable on the taking of an account between a mortgagor and mortgagee but also (and in so far as they are not so allowable) those incurred in relation to or arising out of:

3.4.2.1 the contemplation and institution of all proceedings and other action in connection with the enforcement of this agreement and with the enforcement, preservation and protection of any associated or collateral security;

3.4.2.2 the contemplation and institution of all proceedings and

other action (whether against the Borrower or otherwise) for the payment or discharge of the money and liabilities associated with this agreement or any associated or collateral security;
3.4.2.3 the exercise or contemplated exercise of any power, right or discretion conferred by this agreement or by law on the Lender;
3.4.2.4 any default by the Borrower or any surety in compliance with the obligations imposed by the terms of this agreement or any associated or collateral security;
3.4.2.5 any impeachment or attempted impeachment of the title of the Lender (whether by the Borrower or by a third party) or of the title of the Borrower to any associated or collateral security; and
3.4.2.6 the contemplation or doing of any other matter or thing which the Lender considers to be for the benefit or improvement of any associated or collateral security.

4 BORROWER'S REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender as set out in this clause 4 BORROWER'S REPRESENTATIONS AND WARRANTIES.

4.1 Contravention of other liabilities

The execution of and the observance and performance of the Borrower's obligations under this agreement does not and will not contravene any charge, mortgage, lease, loan facility or other agreement.

4.2 Capacity

The execution of and the observance of the Borrower's obligations under this agreement does not and will not contravene any of the provisions of its constitution.

4.3 Utilisation of the Principal

To utilise the Principal for the purpose of completion of the development of the property at 9-11 Bolwell Place Melksham Wiltshire SN12 7FB and not for any other purpose.

4.4 Progress Reports

To provide the Lender with monthly progress reports on the first working day of each month detailing what stage the development has reached and what progress has been made during the preceding month.

5 INDULGENCE AND WAIVER

The Lender may at any time or times without discharging or diminishing or in any way prejudicing or affecting this agreement or any associated or collateral security or any right or remedy of the Lender under this agreement or any associated or collateral security grant to the Borrower, or to any other person, time, indulgence, further credit, loans or advances, or enter into any arrangement or variation of rights or, either in whole or in part, release, abstain from perfecting or enforcing, or neglect or fail to perfect or enforce any remedies, securities, guarantees or rights which he may now or subsequently have from or against the Borrower or any other person.

6 DEMANDS AND NOTICES

6.1 Form and mode of deemed service

A demand or notice by the Lender under this agreement must be in writing and shall be deemed to have been properly served on the Borrower if served personally on:

6.1.1 the Borrower if an individual; or

6.1.2 any one of the directors or the secretary of the Borrower if a limited company; or

6.1.3 any member of the Borrower if a limited liability partnership or by first class letter post or fax addressed to the Borrower at or by delivery to his usual or last known place of abode or business or, as appropriate, its registered office or at any of its principal places of business.

6.2 Method of service

Service shall be deemed to be effected notwithstanding the death or, as appropriate, dissolution of the Borrower:

6.2.1 at 1000 hours on the second business day (being a day when the United Kingdom clearing banks are open for business in the City Of London) immediately following the day of posting if given by first class letter post irrespective of the time or date of actual delivery or of lack of delivery;

6.2.2 when dispatched if given by fax; and

6.2.3 when left at the property concerned if delivered.

6.3 Other methods of service

The methods of service described in clause 6.1 FORM AND MODE OF DEEMED SERVICE are in addition, and without prejudice, to any other method of service prescribed or permitted by law.

6.4 Multiple borrowers

If the expression 'the Borrower' includes more than one person, service on any one person shall be deemed to constitute service upon all such persons.

7 VALIDITY AND SEVERABILITY

7.1 Enforceability

Each of the provisions of this agreement is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.

7.2 Lack of capacity

If this agreement is executed by or on behalf of more than one person and any one or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason), the remaining parties shall continue to be so bound as if those who are not bound had not been parties to the agreement.

8 EXCLUSION OF THIRD PARTY RIGHTS

Nothing in this agreement is intended to confer any benefit on any person who is not a party to it.

9 EXCLUSION OF CONSUMER CREDIT ACT

For the avoidance of doubt and in so far as the parties are able to do so it is hereby agreed and declared by the parties that the Consumer Credit Act 1974 and any subsequent amendments are excluded from the agreement.

10 GOVERNING LAW AND JURISDICTION

10.1 Construction

This agreement shall be governed by and construed in accordance with English law.

10.2 Jurisdiction of English courts

It is irrevocably agreed for the exclusive benefit of the Lender that the courts of England are to have jurisdiction to settle any

disputes which may arise out of or in connection with this agreement and that accordingly any suit, action or proceeding arising out of or in connection with this agreement may be brought in such courts.

10.3 Jurisdiction of other courts

Nothing in this clause 10 GOVERNING LAW AND JURISDICTION shall limit the Lender's right to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

10 Execution
SIGNED AS A DEED by *IAN JACK*
A director of
BELGRAVIA 17 LIMITED
in the presence of:
Witness Signature: *[Signature]*
Name: *Colin Grimwade*
Solicitor
Address: *Pellys Solicitors Limited*
18 The Causeway
Bishop's Stortford
Herts CM23 2EJ
Occupation:

SIGNED AS A DEED by
A director of the said
HABL FINANCE LIMITED
in the presence of:
Witness Signature:
Name:
Address:
Occupation:

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

day of

- (1) **Ian David Jack** and **Louise Jack** of Grosvenor House Cricketfield Lane Bishop's Stortford Herts CM23 2RJ (together 'the Guarantors') and
- (2) **Habl Finance Limited** (CRN: 08858905) whose registered office is at Oliver House 23 Windmill Hill Enfield EN2 7AB ('the Lender')

NOW IT IS AGREED as follows:

1 Interpretation

In this Guarantee the following words and expressions have the following meanings:

- 1.1 'this Guarantee' means this guarantee and indemnity as amended or supplemented from time to time;
- 1.2 'the Indebtedness' means all the Principal's present or future indebtedness to the Lender pursuant to the Legal Charge.
- 1.4 'the Principal' means **Belgravia 17 Limited** (Company Registration Number: 10482937 whose registered office is: 13 Washington Road, West Wilts Trading Estate, Westbury, Wiltshire, BA13 4JP
- 1.5 'the Legal Charge' entered into on today's date and made between Principal and the Lender a copy of which is set out in the form annexed.

2 Guarantee

In consideration of the Loan today by the Lender to the Principal pursuant to the Legal Charge the Guarantors hereby guarantee to pay to the Lender on demand all money and discharge of the Legal Charge as primary obligor and not only as Guarantors; and also agrees to indemnify the Lender on demand from and against any loss it may incur as a result of or in connection with its having now advanced any money to the Principal PROVIDED that the total principal amounts recoverable hereunder shall not exceed the current sum from time to time outstanding pursuant to the Legal Charge together with interest thereon and all other sums due under this Guarantee.

3 Continuing security

- 3.1 This Guarantee is a continuing security and shall secure the ultimate balance owing from time to time to the Lender by the Principal notwithstanding the liquidation, administration or other insolvency or other incapacity of or any change in the constitution of the Principal or of the Guarantors or any of them.
- 3.2 This Guarantee shall not be discharged or affected by any failure of or defect or informality in any security given by or on behalf of the Principal in respect of the Indebtedness or by any legal limitation, disability, incapacity or lack of any borrowing powers of the Principal or lack of authority of any director or other person appearing to be acting for the Principal in any matter in respect of the Indebtedness or any part of it.
- 3.3 A certificate signed on behalf of the Lender of the amount for the time being of the Indebtedness and/or the amounts due to the Lender shall be conclusive evidence for all purposes against the Guarantors unless manifestly incorrect.

4 The Principal

Prior to enforcement of this Guarantee the Lender shall not be under any obligation to take any steps to recover the Indebtedness or any part of it from the Principal.

5 Protective clauses

The liability of the Guarantors shall not be affected nor shall this Guarantee be discharged or diminished by reason of:

- 5.1 the granting of time or of any indulgence to or the compounding with the Principal or any other person or Guarantors on the part of the Lender; and/or
- 5.2 the doing or the omitting to do anything on the part of the Lender that but for this provision might operate to exonerate or discharge the Guarantors from any of its obligations under this Guarantee;

and this Guarantee shall not be discharged or affected by anything that would not have discharged or affected the Guarantor's liability if the Guarantors had been a principal debtor to the Lender instead of a Guarantors.

6 Warranties

6.1 The Guarantors warrant that they do not hold and will not without the Lender's written consent take or hold any security from the Principal in relation to this Guarantee. Any security so taken will be held on trust for the Lender and the Guarantors undertakes to deposit assign or otherwise transfer such security with or to the Lender as soon as possible, there being no obligation on the Lender to make any demand with regard thereto.

6.2 The Guarantors warrants that its entry into this Guarantee does not contravene any law or statute, and the Guarantors warrants that it has power to enter this Agreement and has obtained all necessary approvals to do so.

7 Guarantors

7.1 Until all amounts due or to become due from the Guarantors have been paid and discharged in full, the Guarantors shall not:

7.1.1 take any steps to enforce any right or claim against the Principal in respect of any money paid by the Guarantors to the Lender under this Guarantee; or

7.1.2 exercise any rights as Guarantors(s) in competition with or in priority to any claims of the Lender.

8 Joint and several obligations

8.1 Where this Guarantee is executed by or on behalf of two or more parties the Guarantors' obligation shall take effect as joint and several obligations.

8.2 This Guarantee shall not be revoked or impaired as to any of such parties by the death, incapacity or insolvency of the other.

8.3 The Lender may release or discharge any one or more co-Guarantors without releasing or discharging the other(s) or otherwise prejudicing or effecting the Lender's rights and remedies against the Principal.

9 Notices

9.1 Any notice or demand for payment by the Lender under this Guarantee shall be in writing addressed to the relevant party.

9.2 Without prejudice to any other effective mode of service, a notice or demand shall be deemed to have been properly served on the

Guarantors if served on any one of the directors or on the secretary of the Guarantors or delivered or sent by first class letter post to the Guarantors at its registered office or any of its principal places of business.

10 Miscellaneous

10.1 This Guarantee shall be binding on the Guarantors and its successors and permitted assigns and shall enure to the benefit of and be enforceable by the Lender and its successors and assigns but so that the Guarantors may not assign or transfer any of its rights or obligations under this Guarantee.

10.2 This Guarantee shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.

IN WITNESS whereof we have executed this Deed the day and year first before written

Executed as a Deed by:

IAN DAVID JACK

in the presence of:

Witness name

W Witness Signature

I

T Witness address

N

E

S

S Witness occupation

Executed as a Deed by:

LOUISE JACK

in the presence of:

Witness name

W Witness Signature

I

T Witness address

N

E

S

S Witness occupation

Executed as a Deed by
..... a director of the said:-
HABL FINANCE LIMITED
in the presence of:

Witness name

W Witness Signature

I

T Witness address

N

E

S

S Witness occupation