



Registration of a Charge

Company name: **WILLIAM DOUGLAS PROPERTIES LTD**

Company number: **10977043**



X6K4PH3D

Received for Electronic Filing: **28/11/2017**

Details of Charge

Date of creation: **27/11/2017**

Charge code: **1097 7043 0002**

Persons entitled: **VITVO FUNDING 1 LIMITED**

Brief description: **18 ALTHAM ROAD, MORECAMBE, LA4 4UQ**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **LARA CHAPLIN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10977043

Charge code: 1097 7043 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th November 2017 and created by WILLIAM DOUGLAS PROPERTIES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th November 2017 .

Given at Companies House, Cardiff on 30th November 2017

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

THIS DEBENTURE is made on 27th November 2017

PARTIES

- (1) **William Douglas Properties Ltd** (Borrower Registration No 10977043) whose registered office is at 21 Duckworth Lane, Bradford, West Yorkshire BD6 5ER ("the Borrower") and
- (2) **Vitvo Funding 1 Limited** incorporated and registered in Jersey whose registered office is at 1st Floor - 17 The Esplanade, St Helier, Jersey, JE1 1WT ("the Lender")

THIS DEED WITNESSES:

1 Interpretation

1.1 In this Debenture, unless the context otherwise requires:

Administrator means an administrator appointed under the Insolvency Act 1986;

Assets means all the undertaking, property and assets of the Borrower whatsoever and wheresoever present or future;

Asset Contracts means all the rights of the Borrower, now or in the future, arising out of or in connection with any agreement:

- (a) for the acquisition of any property (real or personal) by the Borrower (except to the extent that such rights amount to an interest in land effectively charged by way of legal mortgage or fixed charge by clause 3.1 or 3.2 below) including without limitation any option to acquire property, or
- (b) for the hire, hire purchase, lease or loan of any property (real or personal), to the Borrower (except as provided above);

Debts means all book and other debts now or in the future owing to the Borrower (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;

Encumbrance means any mortgage, charge, pledge, lien, hypothecation or other security interest of any kind, and any right of set-off, assignment, trust, flawed asset or 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 Borrower's business;

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;

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;

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;

Group Company means any Borrower which is at any relevant time a subsidiary Borrower or a holding company of the Borrower, or a subsidiary of any such holding company, or a company which is controlled by persons who control the Borrower;

Insurances means all the right, title and interest of the Borrower, now or in the future, in or under any policy of insurance or assurance or to the proceeds of it;

Intellectual Property means all the right title and interest of the Borrower (now or in the future) in or to any of the following:

- (a) 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,
- (b) any invention, copyright, design right or performance right,
- (c) any trade secrets, know-how and confidential information, and
- (d) the benefit of any agreement or licence for the use (by the Borrower and any other person) of any such right;

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 or rights owed to any person or enforceable by him by virtue of the ownership, possession or occupation of land, but for these purposes land excludes heritable property situated in Scotland;

Lender includes persons deriving title under the Lender;

Loose Plant and Equipment means all plant, machinery, equipment and motor vehicles now or at any time owned by the Borrower 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);

Other Claims means all rights, claims or obligations of any kind whatsoever now or at any time owed to the Borrower 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;

Receiver means any receiver appointed under this Debenture, and, where more than one receiver has been appointed, each of them;

Rents means any sum payable to the Borrower (and any right to recover any such a sum):

- (a) 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
- (b) 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;

Secured Liabilities means all money, liabilities and obligations now or in the future owed or incurred by the Borrower to the Lender of any kind, however arising and in any currency, 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 of it, and including (without limitation) interest, commission, costs, charges and expenses charged by the Lender at rates agreed between it and the Borrower or, in the absence of express agreement, in accordance with the Lender's normal practice for the time being; and

Securities means all the right title and interest of the Borrower, 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 Agreement but the word **Borrower** includes anybody corporate, and for the purposes of the definition of **subsidiary** in Section 1159 one Borrower (A) shall be treated as being a member of another (B) if any shares in B are held by a subsidiary of A, by any person acting on behalf of A or a subsidiary of A, or by a person holding by way of security provided by A or a subsidiary of A;
- 1.2.4 references to **clauses** are to clauses or sub-clauses of this Debenture, references to a **Schedule** are to a schedule to this Debenture and references within a Schedule to **paragraphs** are to paragraphs or sub-paragraphs of that Schedule;
- 1.2.5 references to any rate of interest shall be construed as meaning that rate as from time to time in force, calculated from day to day, and compounded on the last days of March, June, September and December in each year, both before and after judgment;
- 1.2.6 references to a base lending rate shall, if there is no such published or determinable rate at the appropriate time, be construed as meaning such reasonably equivalent rate as the Lender shall select;
- 1.2.7 any reference to any statute or statutory instrument or any section or part of one 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; and
- 1.2.8 headings are for reference purposes only and shall not affect the construction of anything in this Agreement.

2 Borrower's obligations

The Borrower covenants:

- 2.1 to pay or discharge the Secured Liabilities to the Lender on demand when due; and
- 2.2 to pay interest to the Lender upon any sum so demanded until payment (both before and after any judgment) at the rates agreed between the Borrower and the Lender from time to time.

3 Charges

As security for payment of the Secured Liabilities the Borrower (with full title guarantee) charges to the Lender:

- 3.1 by way of legal mortgage all Land now owned by the Borrower including (without limitation) the land which is described in Schedule 1;
- 3.2 by way of fixed equitable charge all Land which the Borrower acquires in the future;
- 3.3 by way of separate fixed charges:
 - 3.3.1 all the goodwill and uncalled capital of the Borrower, present or future,
 - 3.3.2 the Securities,
 - 3.3.3 the Insurances,
 - 3.3.4 the Intellectual Property,
 - 3.3.5 the Debts,
 - 3.3.6 the Rents,
 - 3.3.7 the Asset Contracts,
 - 3.3.8 the Other Claims,
 - 3.3.9 the Fixed Plant and Equipment,
 - 3.3.10 the Loose Plant and Equipment, and

- 3.4 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, including (without limitation) any heritable property of the Borrower situated in Scotland.
- 4 Protection of Lender's rights**
- 4.1 The Borrower 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 except in the ordinary course of carrying on its business as a going concern.
- 4.2 The Lender may from time to time by notice in writing to the Borrower 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 before the Borrower 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 Borrower's business as a going concern; and
- 4.2.2 in respect of all the Assets if the Borrower ceases to carry on business or to be a going concern or if any voluntary arrangement or other moratorium (other than a moratorium under the Insolvency Act 1986 Section 1A) or compromise with the Borrower's creditors, or any class of them, is proposed or put into effect,
- but so that this clause 4.2 shall not apply to any Assets situated in Scotland.
- 4.3 The Borrower shall subject to the rights of any prior mortgagee deposit with the Lender, and the Lender during the continuance of this security shall be entitled to hold all deeds and documents of title relating to the Borrower's Land, the Securities (including warrants and coupons) and the Insurances.
- 4.4 The Borrower shall, at its own expense, at any time when required by the Lender:
- 4.4.1 execute and deliver to the Lender a valid legal mortgage of any Land now or in the future owned by the Borrower;
- 4.4.2 execute and deliver to the Lender a legal assignment of any of the Assets referred to in clause 3.3 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
- 4.4.3 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. In the case of Assets situated outside England and Wales, references to any form of security shall be taken to refer to any form of security available under the relevant local law which the Lender may select.

- 4.5 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 Borrower shall:

- 5.1.1 provide to the Lender all information and copies of all documents which the Lender may require relating to the financial affairs of the Borrower and any Group Company;
- 5.1.2 provide to the Lender not later than 60 days after the end of each financial year (or such other period as the Lender may at any time specify in writing), copies of an audited profit and loss account and balance sheet, with all the reports and notes required to be attached to them, in the form required by law to be sent to its members in respect of the Borrower and each Group Company;
- 5.1.3 immediately notify the Lender of the acquisition of any Land;
- 5.1.4 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;
- 5.1.5 maintain all such insurances as are normally 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, either in the name of the Borrower with the interest of the Lender noted or, at the option of the Lender, in the joint names of the Borrower and the Lender against loss or damage by fire and such other risks (on terms that the insurer shall not avoid, cancel or fail to renew any such policy for non-payment of premium without first giving not less than 21 days' prior notice to the Lender, and on such other terms as the Lender may from time to time require, in their full replacement value for the time being);
- 5.1.6 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 anything 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;
- 5.1.7 in relation to all Land owned or occupied by the Borrower:

- (a) 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 Borrower 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,
- (b) within 7 days deliver to the Lender any notice or proceedings served on the Borrower and relating to any alleged breach of any of the above,
- (c) 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,
- (d) pay all rents, rates, taxes and outgoings payable by virtue of its ownership or occupation, and
- (e) permit the Lender at any reasonable time to enter on the land, inspect it and any assets on it and take copies of any documents there;

- 5.1.8 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 Borrower's businesses or activities; and
- 5.1.9 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.
- 5.1.10 If the Borrower 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 Borrower 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 Borrower 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 Borrower expressly stipulating its intention to take possession.

- 5.2 The Lender shall be entitled to be paid the proceeds of any Insurance to which the Borrower is entitled (other than any indemnity against liability to a third party) and the Borrower irrevocably instructs any insurer in respect of any such policy to pay such proceeds to the Lender and undertakes to the Lender to issue such further instructions to that effect as the Lender may require.
- 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 Borrower 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 Borrower;
- 6.1.5 upon the Borrower 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 Borrower; or
- 6.1.6 upon any moratorium coming into effect in respect of all or any of the Borrower's debts, or the Borrower 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 official of the Lender, and may be made or given at any place of business of the Borrower 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); or
- 6.2.3 by sending it by fax to any of the Borrower's fax numbers (in which case it shall be deemed received when sent, and proof of sending shall be proof of receipt).
- 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 Borrower 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 charged or to be an administrator or administrators of the Borrower. 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 director or employee 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 the Insolvency Act 1986 Section 1A; 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 fix 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 Borrower (which shall be solely liable for his acts, defaults and remuneration) unless and until the Borrower 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 Borrower 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 Borrower' 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 Borrower before 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 Borrower 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 Borrower with power to do any act, and execute and deliver any deed or other document, on behalf of and in the name of the Borrower, which the Borrower 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 Borrower 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 of them in or towards the discharge of the Secured Liabilities.

10 Consolidation

- 10.1 In addition to any rights of set off or otherwise which it may have, the Lender shall have the right at any time or times, without notice to the Borrower, to set off any liability or obligation owed to it by the Borrower against any liability or obligations owed by it to the Borrower, irrespective of the nature of such liabilities or obligations, or their terms, or due dates for payment.
- 10.2 The Lender's rights under clause 10.1 above apply:
- 10.2.1 whether or not any demand has been made, or any liability concerned has fallen due for payment;
- 10.2.2 whether or not any credit balance is immediately available or subject to any restriction;

- 10.2.3 irrespective of the currencies in which any balance or liability is denominated, and the Lender may for the purpose of exercising its rights elect to convert any sum or liability in one currency into any other at the spot rate of any bank applying at or about 11.00 am on the date of conversion; and
- 10.2.4 in respect of any liabilities owed to the Lender by the Borrower, whether owed solely or jointly, certainly or contingently, presently or in the future, as principal or surety, and howsoever arising.

11 Protection of third parties

- 11.1 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.
- 11.2 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.
- 11.3 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.

12 Protection of the Lender and the Receiver

- 12.1 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.
- 12.2 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.
- 12.3 The Borrower 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 12 shall continue in full force and effect notwithstanding any release or discharge of this Debenture, or the discharge of any Receiver from office.

13 Land Registry

- 13.1 The Borrower shall apply to the Registrar for a restriction to be entered on the register of title of all registered land now or in the future owned by the Borrower in standard Form P in Schedule 4 to the Land Registration Rules 2003, namely:

‘No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of Vitvo Funding 1 Limited, of 1st Floor - 17 The Esplanade, St Helier, Jersey, JE1 1WT referred to in the charges register or their conveyancer;

13.2 The Borrower certifies that this Debenture does not contravene any of the provisions of its constitution and has been properly authorised and executed in accordance with it;

14 Miscellaneous provisions

14.1 While this Debenture continues in force:

14.1.1 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 charged or any part of it shall be capable of being exercised by the Borrower; and

14.1.2 the Borrower 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.

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

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

14.3.1 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 Borrower, with such rights relating to other Land and containing such covenants on the part of the Borrower 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

14.3.2 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.

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

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

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

14.4.3 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.

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

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

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

- 14.6 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 Borrower, or in perfecting or enforcing or otherwise in connection with this Debenture or the Assets, including (without limitation) all moneys spent by the Lender under clause 5.2 above, all sums recoverable under clause 12.3 above and all costs of the Lender (on an indemnity basis) of all proceedings for the enforcement of this Debenture or for obtaining payment of any moneys secured by it, shall be recoverable from the Borrower on demand as debts, may be debited by the Lender at any time to any account of the Borrower, and shall bear interest until payment at the rate or rates applicable under the terms of the Loan Agreement.
- 14.7 If the Lender receives notice of any subsequent charge or other security interest affecting any of the Assets, the Lender shall be entitled to close the Borrower's then current account or accounts and to open a new account or accounts for the Borrower; if the Lender does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice, and as from that time all payments made for the credit of the Borrower to the Lender shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Borrower to the Lender at the time when it received such notice.
- 14.8 The Lender may from time to time seek from any other person having dealings with the Borrower such information about the Borrower and its affairs as the Lender may think fit and the Borrower authorises and requests any such person to provide any such information to the Lender and agrees to provide such further authority in this regard as the Lender may from time to time require. The Borrower shall at its own cost at any time if so requested by the Lender appoint an accountant or firm of accountants nominated by the Lender to investigate the financial affairs of the Borrower and/or any Group Company and report to the Lender, and authorises the Lender itself at any time to make such appointment on behalf of the Borrower or on its own account as it shall think fit, and in every such case the fees and expenses of such accountant or firm shall be payable by the Borrower on demand and may be paid by the Lender on behalf of the Borrower.
- 14.9 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 Borrower, its affairs or the Secured Liabilities to any actual or prospective assignee.
- 14.10 This Debenture shall be governed by and construed in accordance with English Law, and the Borrower submits to the jurisdiction of the English Courts for the purposes of any dispute in relation to it.

IN WITNESS WHEREOF this Debenture has been executed and delivered as a deed on the date written at the beginning of this Debenture

SCHEDULE 1
Property Charged by way of Legal Mortgage

Part 1
Registered land

Title No	County/District	Description
LAN103942	Lancashire:Lancaster	18 Altham Road, Morecambe LA4 4UQ

Part 2
Unregistered land

Not applicable

Executed as a Deed by)
WILLIAM DOUGLAS PROPERTIES LTD)
acting by a director in the presence of:)

Director



Signature of witness: 

Name of witness:

Address

JARROD McPHERSON
Level 2, 139 Collins Street Melbourne
An Australian legal practitioner
within the meaning of the Legal
Profession Uniform Law (Victoria)