



Registration of a Charge

Company Name: **HAVWOODS LIMITED**

Company Number: **01225320**



XA4GC420

Received for filing in Electronic Format on the: **14/05/2021**

Details of Charge

Date of creation: **26/04/2021**

Charge code: **0122 5320 0010**

Persons entitled: **HSBC UK BANK PLC**

Brief description: **A FIXED CHARGE ON ALL BOOK AND OTHER DEBTS**

Contains fixed charge(s).

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **HSBC UK BANK PLC**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1225320

Charge code: 0122 5320 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th April 2021 and created by HAVWOODS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th May 2021 .

Given at Companies House, Cardiff on 17th May 2021

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**

Dated

26/11/11

Checker's Initial

Havwoods Limited

to

HSBC UK Bank plc

Fixed Charge on Book and Other Debts

This Fixed Charge by way of deed made the

26

day of

Feb

20

By

Haywoods Limited Company number 1225320

(the "Company")

In favour of HSBC UK Bank plc ("the Bank") (registered in England number 09928412) whose address for service for entry on the register is: Securities Processing Centre, P O Box 6304, Coventry CV3 9JY

WITNESSES as follows

Fixed Charge as security for the Debt

1. This Fixed Charge shall be security for the payment and discharge of the Debt mentioned in clause 2 below.
2. The Debt is all money and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from the Company to the Bank whether incurred solely or jointly with any other person and whether as principal or surety ("the Debt"), including without limitation:-
 - (a) overdrafts, loans or other facilities and further advances of money;
 - (b) guarantees and indemnities to the Bank and any of the Company's other contingent liabilities owed to the Bank;
 - (c) discount, commission and other lawful charges and expenses;
 - (d) interest in accordance with any agreement between the Company and the Bank and, if there is no agreement, interest on any money and liabilities due from the Company at an annual rate of 3% above the Bank of England base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice. Interest as above applies before and after any demand or judgment; and
 - (e) money agreed to be paid by the Company under Clause 18 below.

The Agreement to pay the Debt

3. The Company agrees to pay and discharge the Debt when the same is due to be paid and discharged. It acknowledges and agrees that the Debt shall, in the absence of express written agreement by the Bank to the contrary, be due and payable to the Bank upon demand.

Security given over the Company's Assets

4. The Company, with full title guarantee, and as a continuing security for the payment and discharge of the Debt, charges by way of first fixed charge:-
 - (a) All book debts and other debts and monetary claims and any rents, licence fees or other payments due from any lessee, licensee or occupier of any immoveable property (wherever situated) now or at any time afterwards due owing or incurred to the Company. In addition, the full benefit of all guarantees and securities for them and all liens, reservations of title and other rights enabling the Company to enforce any such debts or claims (all of the above collectively called the "debts"). This excludes any debts and claims which the Bank may from time to time have agreed in writing with the Company as being excluded from this fixed charge and also such debts and claims as are charged under clause 4(b) below.
 - (b) Any credit balance on any account of the Company with the Bank now or in the future.

- (c) Any credit balance on any account of the Company with any bank (other than the Bank) or other person now or in future.

The property referred to in clauses 4(a), (b) and (c) is collectively called the "fixed charged property".

If or to the extent that the charging of any fixed charged property is ineffective because of a prohibition on that charging, the Company holds it on trust for the Bank.

Restrictions on Company

5. The Company shall not, except with the prior written consent of the Bank:-

- (a) create, or attempt to create, or allow to subsist over all or any of the fixed charged property, any mortgage, charge, lien, trust, pledge or other security other than this Fixed Charge or any Parallel Security Document and the mortgages or matters (if any) mentioned in the Schedule below; or
- (b) release, exchange, compound, set off, grant time or agree to any other arrangement in respect of, or in any other way deal with, all or any of the debts except as expressly allowed by this Fixed Charge; or
- (c) part with, lend, sell, assign or dispose of all, or any part of (or any right, title or interest in), the fixed charged property.

Company's Obligations to the Bank

6. Until this Fixed Charge is discharged the Company will:-

- (a) Obtain, maintain and comply with all contracts, obligations, licences, consents and other authorisations (including, without limitation, environmental permits) and effect all registrations which may be necessary or desirable in relation to all or any part of the fixed charged property or any business or other activity from time to time carried on by the Company.
- (b)
 - (i) Get in and realise the debts in the ordinary course of its business (which shall not extend to selling or assigning or transferring any right or interest in them or in any way factoring or discounting them).
 - (ii) Pay the proceeds of such getting in and realisation, and all other monies received, recovered or realised in respect of the fixed charged property, into such separate and denominated accounts as the Bank shall from time to time nominate in writing for such purpose or as the Bank may otherwise from time to time require. If the Bank shall not nominate any such account, the Company's current account with the Bank shall be the nominated account for the purpose of this clause 6(b).
 - (iii) Pending such payment, hold such proceeds and other monies upon trust for the Bank.
 - (iv) Except with the prior written consent of the Bank, not be entitled to withdraw or transfer from any such account any monies standing to the credit of such account.
- (c)
 - (i) Deposit with the Bank (and the Bank shall be entitled to retain) all documents constituting or evidencing title to the fixed charged property (except insofar as the same are held, or required to be held, by any third party in accordance with any obligation ranking in priority to the security created by this Fixed Charge). The Company shall be deemed to have complied with this clause if it has complied with the equivalent clause of any Parallel Security Document relating to the same fixed charged property.
 - (ii) On being reasonably required to do so by the Bank, and at the cost and expense of the Company:-
 - (a) Execute, sign, deliver and do all things necessary (including, without limitation, the assignment of all or any of the debts to the Bank or its nominee and the giving of any notices and effecting of any registrations) as (and in such form as) the Bank may reasonably require to (among other things)

perfect a legal mortgage, assignment or other fixed security in favour of the Bank of all or such part as shall be specified of the fixed charged property or otherwise to improve, perfect or protect the security (including the Bank's priority) intended to be created by or pursuant to this Fixed Charge or to facilitate the exercise of any powers, authorities and discretions conferred on the Bank in accordance with this Fixed Charge.

- (b) Endorse, or cause to be endorsed, on any documents constituting or evidencing title to the fixed charge property and give to third parties such notices of the security created by or pursuant to this Fixed Charge as the Bank may reasonably require.
- (d) Comply with all statutory and other laws and regulations affecting the fixed charge property.
- (e) Notify the Bank prior to taking any steps to open an account with any bank (other than the Bank) or other person.

Bank's Powers

- 7. (a) At any time before this Fixed Charge is discharged (and whether or not the same shall have become enforceable), the Bank may, if and whenever, and so often as it shall reasonably think fit, apply the whole or any part of the monies from time to time standing to the credit of any account as referred to in clause 6(b) in or towards the discharge of the Debt.
- (b) The Bank may pay the monies mentioned in clause 7(a) above to the credit of any other account nominated by the Bank (including an account opened by it for this purpose) as security for any contingent or future liability of the Company to the Bank.
- (c) Unless otherwise stated, all powers of the Bank conferred by this Fixed Charge shall be exercisable without prior notice to the Company.

When the Fixed Charge becomes enforceable

- 8. This Fixed Charge shall become enforceable:-
 - (a) if the Debt is not paid or discharged when due (whether on demand, at agreed maturity or earlier as the case may be); or
 - (b) if the Company is in breach of any of the obligations under this Fixed Charge; or
 - (c) if the Company shall enter into any composition or arrangement for the benefit of its creditors; or
 - (d) if any step is taken for the administration or winding up of the Company (which includes, without limitation, in each case, the board of directors or the Company's shareholders, passing a resolution for the same) except where, in the case of winding up, the Bank has consented in writing for the purpose of a solvent reconstruction or amalgamation; or
 - (e) if a third party shall take possession of, or a receiver shall be appointed over, or any secured creditor of the Company shall seek to enforce its security in respect of, all or any of the fixed charged property or any other event shall happen which puts in jeopardy all or any part of the security created by this Fixed Charge; or
 - (f) if the Bank, in its reasonable discretion, considers that any claim may be made or has been made against the Bank under any bond, guarantee, indemnity or other contingent liability issued or entered into for any liabilities of the Company in respect of which the Bank reasonably considers that it may not be or has not been indemnified on demand or as and when required under any agreement it has with the Company regarding the same;
 - (g) if any security granted under a Parallel Security Document has become enforceable; or

- (h) if any other event shall occur which has been agreed by the Company and the Bank as an event upon the occurrence of which this or any other security for the Debt shall be enforceable, which shall include but not be limited to a request by the Company to the Bank to appoint a receiver and/or administrator of the Company.

If any of the above events referred to at clauses 8(a) to 8(h) should occur the powers of sale and of appointing a receiver conferred by Section 101 of the Law of Property Act 1925 shall immediately arise and become exercisable by the Bank free from the restrictions contained in Sections 103 and 109 of that Act.

9. Right of Appropriation

To the extent that the security created by this Fixed Charge constitutes a "security financial collateral arrangement" and the assets secured by this Fixed Charge ("Secured Assets") constitute "financial collateral" for the purpose of the Financial Collateral Arrangements (No 2) Regulations 2003 ("Regulations"), the Bank shall have the right on giving prior notice to the Company, at any time after this Fixed Charge becomes enforceable, to appropriate all or any part of those Secured Assets in or towards discharge of the Debt. The parties agree that the value of the appropriated Secured Assets shall be, in the case of cash, the amount of cash appropriated.

Power of Attorney

10. (a) The Company irrevocably, and by way of security, appoints the Bank, and each of their respective delegates, jointly and also individually to be the attorney and attorneys of the Company. Any attorney is authorised by the Company to do all things which the Company may be required to do under this Fixed Charge. This includes (without limitation) anything which the Bank (or any such delegate) may:
- (i) consider necessary or appropriate for, or in connection with, the improvement, perfection or protection of the security intended to be created by this Fixed Charge; or
 - (ii) the exercise of any of the powers authorities and discretions conferred under this Fixed Charge on the Bank.
- (b) The Company ratifies and confirms (and agrees to do so) whatever any such attorney shall do, or attempt to do, in the exercise of all or any of the powers, authorities and discretions mentioned above or under this power of attorney. The power of attorney conferred under this clause 10 is to secure the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act 1971.

Bank has Powers of Receiver and other powers

11. (i) Without affecting any other powers, authorities and discretions of the Bank, all or any of the powers, authorities and discretions conferred upon a receiver (whether arising under this Fixed Charge or otherwise) may also be exercised by the Bank at any time after this Fixed Charge has become enforceable. This is so whether or not a receiver has been appointed.
- (ii) The Bank shall also be entitled to delegate by power of attorney, or in any other manner, to any person or persons all or any of its powers authorities and discretions.
- (iii) No such delegation mentioned above shall prevent the subsequent exercise of the powers, authorities and discretions by the Bank itself or prevent the Bank from making any subsequent delegation of them to some other person.
- (iv) The Bank may revoke any such delegation at any time.
12. At any time after this Fixed Charge shall have become enforceable, or after any powers conferred by any interest having priority to the security created by this Fixed Charge shall have become exercisable, the Bank may redeem such or any other prior interest or arrange the transfer of it to itself. It may settle and pass the accounts of any third party concerned and any

account so settled and passed shall be conclusive and binding on the Company. All monies paid by the Bank to the third party in accordance with such accounts shall as from such payment be due from the Company to the Bank on current account and shall bear interest and be secured as part of the Debt.

13. The rights and remedies of the Bank under this Fixed Charge are in addition to, and not in substitution for, any rights or remedies provided by law.
14. The restriction on the right of consolidating mortgages contained in Section 93 of the Law of Property Act 1925 shall not apply to this Fixed Charge.
15.
 - (i) If the Company at any time fails to perform and observe the terms, and obligations contained in this Fixed Charge, the Bank may (but without being under any duty to do so) take such steps as in its reasonable opinion may be required to remedy such failure; and
 - (ii) this includes, without limitation, making any payment, and for the purpose mentioned in clause 15(i) above, the Bank and its agents may enter upon any land of the Company without being regarded as having entered into possession of it.

Indemnity

16. The Company agrees to fully indemnify each of the Bank from and against all and any liability they might incur in the exercise (or apparent exercise) of any powers, authorities and discretions under or in connection with this Fixed Charge (with the exception of fraud or wilful default on the part of the Bank, but only to the extent committed by any of them) or any failure by the Company to comply with any of its obligations under this Fixed Charge.

Protection of Purchasers

17. No purchaser or other person dealing with the Bank (or any of their respective delegates)
 - (i) shall be bound or entitled to see or enquire whether any power, authority or discretion under this Fixed Charge has arisen or become exercisable;
 - (ii) be concerned with any notice to the contrary or to see whether any delegation shall have lapsed for any reason or been revoked; or
 - (iii) be bound or entitled to concern himself with the proceeds of any sale or other dealing or be answerable in any circumstances for the application of the said proceeds.

Payment of costs, charges and expenses

18. The Company shall reimburse to the Bank on demand on a full indemnity basis, for all costs, charges and expenses (including, without limitation, all amounts reasonably determined by the Bank to be necessary to compensate it for internal management or administration costs, charges and expenses) properly incurred by the Bank:-
 - (i) in ensuring this Fixed Charge is effective;
 - (ii) in connection with the improvement, perfection or protection of the security created by this Fixed Charge;
 - (iii) in the exercise of any rights, remedies, powers, authorities and discretions conferred under, or in connection with, this Fixed Charge,

(together with any value added tax or similar tax charged or chargeable in respect of such costs, charges and expenses).

All such amounts shall be debited to an account in the name of the Company. Until they are reimbursed they shall bear interest at the rate of three per cent per annum over the Bank of England base rate from time to time calculated and

compounded monthly and/or according to the Bank's then current practice and shall be payable on demand. They will be secured as part of the Debt by this Fixed Charge.

Independence of Security

19. (a) This Fixed Charge shall be in addition to, and independent of, every other security which the Bank may at any time hold for any of the Debt by this Fixed Charge.
- (b) No prior security held by the Bank over all or any of the fixed charged property shall merge in the security created by this Fixed Charge.
- (c) This Fixed Charge shall remain in full force and effect as a continuing security unless and until the Bank discharges it.

Bank's powers to deal with Accounts and Money Received

20. (a) If the Bank receives notice of any subsequent charge or other interest affecting all or any of the fixed charged property (other than arising under a Parallel Security Document), the Bank may open a new account or accounts for the Company in its books.
- (b) If the Bank does not open a new account, it shall be regarded as having done so unless the Bank gives express written notice to the contrary to the Company. Notwithstanding any appropriation by the Company to the contrary, as from the time of receipt of such notice, all payments made by the Company to the Bank (other than those dealt with under clause 6(b)) shall be treated as having been credited to a new account of the Company. Such payments will not be applied in reduction of the amount due, owing or incurred from the Company to the Bank at the time when it received the notice.
21. (a) All monies received, recovered or realised by the Bank under this Fixed Charge (including the proceeds of any conversion under clause 24 below) may, in the reasonable discretion of the Bank, be credited to any suspense or impersonal account.
- (b) Such monies referred to above in clause 21(a) may be held in such account (where they shall not reduce the Debt) for so long as the Bank may think fit pending the application from time to time of such monies and all accrued interest (at the rate, if any, agreed in writing between the Company and the Bank from time to time) in or towards the discharge of the Debt.
22. The Company waives any right of set-off it may have now, or at any time in the future, in respect of the Debt (including sums payable by the Company under this Fixed Charge).
23. The Bank may certify or determine the amount of a rate or amount applicable or due under this Fixed Charge and in relation to the Debt. These certifications and determinations by the Bank shall, in the absence of manifest error, be conclusive evidence of those rates and amounts.

Currency Conversion

24. (a) For the purpose of or pending the discharge of the Debt, the Bank may convert any monies received, recovered or realised by the Bank under this Fixed Charge (including the proceeds of any previous conversion under this clause) from their existing currency of denomination into such other currency of denomination as the Bank may reasonably think fit.
- (b) Any such conversion shall be made at the Bank's then prevailing spot selling rate of exchange for such other currency against the existing currency.
- (c) Each previous reference in this clause to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

Dealings with you and others

25. The Bank may, in its discretion, grant time, or make any other arrangement, variation or release with any person or persons not party to this Fixed Charge (whether or not such person or persons are jointly liable with the Company) in respect of any of the Debt or of any other security or guarantee for it. If the Bank does, it will not in any way adversely affect either this Fixed Charge or the liability of the Company for the Debt.

Bank's Right of Set Off

26. In addition to all rights of set-off conferred by law, the Bank may set off any money standing from time to time to the credit of any account the Company has with the Bank against the Debt. If the obligations are in different currencies, the Bank may convert either obligation into the other currency in accordance with clause 24.

Preservation and Retention of Security

27. (a) Any settlement, discharge or release (including in relation to this Fixed Charge or the Debt) between (i) the Company and (ii) the Bank (the "Relevant Person(s)") shall be conditional upon no security given, or payment made, to the Relevant Person(s) by the Company (or any other person) being avoided or reduced as a result of any provisions or enactments relating to insolvency for the time being in force in any jurisdiction.
- (b) In the event of such security or payment being avoided or reduced, the Relevant Person(s) shall be entitled to recover the value or amount of such security or payment from the Company subsequently as if such settlement, discharge or release had not occurred.

Notices Governing Law and Jurisdiction

28. Without affecting any other lawful method of service, any demand or notice to be made or given by the Bank to the Company (including without limitation, a demand for payment of all or any of the Debt) may be made or given by any manager or officer of the Bank or of any branch of it:-
- (a) by letter addressed to the Company and delivered to any officer of the Company at any place or sent by first-class post to, or left at the registered office of, the Company or any place of business or activity of the Company last known to the Bank. If sent by post it will be deemed to have been made or given two business days (Monday to Friday, except public holidays in England) after the day of posting.
- (b) By electronic means to the electronic mail address of the Company last known to the Bank. It shall be regarded as having been made or given at the time of transmission.
29. (a) English law governs this Fixed Charge, its interpretation and any non-contractual obligations arising from or connected with it.
- (b) Both the Company and the Bank submit to the exclusive jurisdiction of the courts of England and Wales in relation to all claims, disputes, differences or other matters (including non-contractual claims, disputes, differences or other matters) arising out of or in connection with this Fixed Charge.

Disclosure of Information

30. The Company consents to the disclosure by the Bank of any information about the Company, this Fixed Charge, the fixed charged property and the Debt:-
- (a) to any person to whom the Bank has transferred, or proposes or may propose to transfer, all or any of its rights under this Fixed Charge and/or the Debt and to any rating agencies and any advisers to the Bank in connection with such transfer; and/or
- (b) to any person with whom the Bank has entered into, or proposes or may propose to enter into, any contractual arrangements in connection with this Fixed Charge and/or the Debt; and/or

- (c) to any company within the HSBC Group being HSBC Holdings plc and its associated and subsidiary companies from time to time, or any of its or their agents; and/or
- (d) any insurer who is to, or who proposes to, provide insurance to the Bank in respect of the fixed charged property and/or, this Fixed Charge and/or Debt; and/or
- (e) to any other person to whom, and to the extent that, such information is required to be disclosed by any applicable law or regulation.

Transfer of Rights

- 31.
- (a) The Bank may transfer all or any of its rights under this Fixed Charge and/or the Debt to any person at any time.
 - (b) If the Bank transfers all or any of its rights under this Fixed Charge and/or the Debt, the Company's rights under this Fixed Charge and/or the Debt (as the case may be) will stay exactly the same.
 - (c) The Company will be bound to any person to whom the Bank transfers any such rights. That person will have the Bank's powers and rights so far as the Bank transfers these to that person. The Bank will be released automatically from its obligations to the Company so far as that person assumes the Bank's obligations.
 - (d) The Company will at the expense of the Bank or the person to whom the rights are transferred, do anything reasonably requested by the Bank to effect a transfer of all or any of the Bank's rights under this Fixed Charge and/or the Debt.
 - (e) The Company will not transfer all or any part of its rights under this Fixed Charge and/or the Debt without the prior written consent of the Bank.
 - (f) In these Transfer of Rights provisions and in the Disclosure of Information provisions above;
 - (i) the term **transfer** means sale, assignment and/or transfer by novation;
 - (ii) the term **rights** means rights, benefits and/or obligations; and
 - (iii) the term **person** means any person, trust, fund or other entity.

The Bank's written consent and reasonable requirement

- 32.
- (a) Where the words "except with the prior written consent of the Bank" appear in any clause, the Bank will not unreasonably withhold consent. The Company agrees that it is reasonable for the Bank to refuse to consent to something if, in the Bank's reasonable opinion, it adversely affects or might affect:
 - (i) the Bank's security under this Fixed Charge and its ability to enforce it;
 - (ii) the value of that which is secured to the Bank and its ability to sell the same;
 - (iii) the Bank's ability to recover the Debt; or
 - (iv) the assessment of the value of this Fixed Charge as an asset of the Bank.
 - (b) Where the words "the Bank reasonably requires" appear in any clause, the Company agrees that it is reasonable for the Bank to require something if, in the Bank's reasonable opinion, it will or might assist in:
 - (i) the preservation of the Bank's security under this Fixed Charge or the value of that which is secured by it; or
 - (ii) the Bank's ability to recover the Debt.

Severance and Modification - Unenforceability

33. (a) If any of the clauses (or part of a clause) and/or any of the paragraphs (or part of a paragraph) becomes invalid or unenforceable in any way under any law, the validity of the remaining clauses (or part of a clause) or paragraph (or part of a paragraph) will not in any way be affected or impaired.
- (b) If any invalid or unenforceable clause or paragraph mentioned above (or part of either) would not be invalid or unenforceable if its form or effect were modified in any way, it shall be deemed to have the modified form or effect so long as the Bank consents.

Parallel Security

34. (a) The Company may at any time enter into a Parallel Security Document. Entry into and performance of the terms of a Parallel Security Document shall not breach any term of this Fixed Charge.
- (b) The Company consents to the Bank and HSBC Bank plc entering into priority, intercreditor or other similar arrangements (to which the Company shall not be party) to regulate the ranking of the security granted by the Company under this Fixed Charge and any Parallel Security Document.

Interpretation

35. (a) The words or expressions:-
- (i) "the Company" shall include any person from time to time deriving title under the Company.
 - (ii) "the Bank" shall include its successors and transferees and in both cases to the extent of their respective rights and benefits (including, without limitation, any person in whom under the laws of such person's place of incorporation all or substantially all of the assets and liabilities of the Bank become vested).
 - (iii) "holding company" "subsidiary" and "subsidiary undertaking" shall have the meanings respectively set out in the Companies Act 2006 (as the same may be amended, varied or replaced from time to time).
 - (iv) "include(s)", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words.
 - (v) "other" and "otherwise" shall not have their meaning narrowed by any preceding words where a wider construction is possible.
 - (vi) "Parallel Security Document" means any security document in respect of any assets secured under this Fixed Charge entered into by the Company in favour of HSBC Bank plc.
- (b) Any reference to a person shall include any person, company, corporation, body corporate, government, state (or agency of a state) and any association or partnership (whether or not having legal personality) of any of these.
- (c) Any reference to any statute or any section of any statute shall be regarded as including reference to any statutory modification or re-enactment of it for the time being in force.
- (d) References to the singular shall include the plural and vice versa; the use of the male pronoun shall include the female and neuter; the use of the neuter pronoun shall include both the male and the female.
- (e) The headings are used for guidance only.

Company's compliance with Memorandum and Articles of Association

36. The Company confirms that this Fixed Charge does not contravene any of the provisions of its Memorandum and Articles of Association.

IN WITNESS this Deed has been executed as a deed by the Company and is intended to be and is delivered on the date first mentioned above.

The Schedule referred to above

(Prior mortgages or other matters relating to the property described above)

Short description of the property

Legal/Mortgage/Charge dated

Parties

Executed as a Deed by

)

)

)

Havwoods Limited

)

acting by a

)

director

)

Director

(name of director)

in the presence of:

Signature of Witness

Print full name

Address

Occupation

OR

Executed as a Deed by

)

)

)

Havwoods Limited

)

acting by

)

two directors or a director and the

)

)

{REDACTED}

Director

OLIVER MUCKLE WHILEY

{REDACTED}

{REDACTED}

Director/Secretary

(name of director/secretary)

ELIZABETH JANETTE WHILEY