



Registration of a Charge

Company name: **EVERSLEY ESTATE PLANNERS LIMITED**

Company number: **05254380**



X6WUN97V

Received for Electronic Filing: **03/01/2018**

Details of Charge

Date of creation: **22/12/2017**

Charge code: **0525 4380 0001**

Persons entitled: **MWA SERVICES LIMITED**

Brief description:

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: **CLARKE WILLMOTT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5254380

Charge code: 0525 4380 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd December 2017 and created by EVERSLEY ESTATE PLANNERS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd January 2018 .

Given at Companies House, Cardiff on 5th January 2018

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

Debenture

Relating to Eversley Estate Planners Limited

Dated *22 December* 20*17*

- (1) MWA Services Limited
- (2) Eversley Estate Planners Limited

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This Debenture is made as a deed on 22 December 2017

Between:

- (1) MWA Services Limited (registered number 10860761), a private limited company incorporated in England & Wales whose registered office is at Kings Lodge, London Road, West Kingsdown, Sevenoaks TN15 6AR (the "Lender"); and
- (2) Eversley Estate Planners Limited (registered number 05254380), a private limited company incorporated in England & Wales whose registered office is at 19-21 Bull Plain, Hertford, SG14 1DX (the "Company");

(each of the "Lender" and the "Company" being a "Party" and together the "Lender" and the "Company" are the "Parties").

Background:

- (A) The Lender has agreed to provide the Borrower with a loan on the terms of the Facility Agreement.
- (B) It is a condition precedent to the provision of the loan that the Company provide security to the Lender to secure the payment and discharge of the Secured Liabilities.
- (C) The Company has agreed to create the security required by entering into this Deed.

It is agreed as follows:

1 Definitions and interpretation

1.1 In this Deed, unless otherwise provided:

"Borrower"	means Glenn Williams of Maplecroft Cottage, Maplecroft Lane, Nazeing, Waltham Abbey, Hertfordshire, EN9 2NT;
"Charged Assets"	means all the Land, assets, goodwill and undertakings of the Company present or future for the time being subject to the security interests created by this Deed;
"Default Rate"	means the rate of interest provided in clause 4 of the Facility Agreement;
"Encumbrance"	means any mortgage, charge, pledge, lien 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 similar effect to the provision of security, other than liens arising by operation of law in the ordinary course of the Company's business;
"Facility Agreement"	means the facility agreement of even date with this Deed between the Borrower, and the Lender;

"Land"	means any right or interest in or over land wherever 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 such person by virtue of the ownership, possession or occupation of land and/or all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Company or in which the Company holds an interest;
"Receiver"	means a receiver appointed pursuant to this Deed or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and an administrative receiver (if the Lender is permitted to appoint such administrative receiver); and
"Secured Liabilities"	means the liabilities of the Borrower to the Lender under or pursuant to the Facility Agreement;
"Security Period"	the period starting on the date of this Deed and ending on the day on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

1.2 Unless the context otherwise requires:

- 1.2.1 each gender includes the others;
- 1.2.2 the singular and the plural are interchangeable;
- 1.2.3 references to persons include individuals, unincorporated bodies, government entities, companies and corporations;
- 1.2.4 clause headings do not affect their interpretation; and
- 1.2.5 references to legislation include any re-enactment but exclude any modification thereof after the date of this Deed.

1.3 Writing includes manuscript, facsimiles and emails.

2 Company's obligation to pay

- 2.1 The Company covenants with the Lender that it will pay and discharge to the Lender the Secured Liabilities on written demand when due.
- 2.2 The making of one demand under this Deed will not stop the Lender making any further demands.
- 2.3 The Lender will not make any demand unless it is entitled to do so.

3 Creation of security

3.1 As continuing security for the payment and discharge of the Secured Liabilities the Company charges to the Lender with full title guarantee:

3.1.1 by way of first fixed charge:

- (a) any right, title or interest which the Company has now or acquires in the future to any Land; and
- (b) all and any fixed assets of the Company; and

3.1.2 by way of first floating charge the Company's bank accounts and other assets not otherwise effectively charged by clause 3.1.1.

3.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by Clause 3.1.2.

4 Crystallisation

4.1 The floating charge created by clause 3.1.2 will crystallise into a fixed charge:

4.1.1 by notice in writing given by the Lender to the Company at any time after the security constituted by this Deed becomes enforceable, specifying the Charged Assets over which the crystallisation will take effect and if no Charged Assets are specified, the notice shall take effect over all the Charged Assets of the Company; or

4.1.2 automatically and instantly without notice if the Company resolves, without the Lender's prior written consent, to take or takes any step to:

- (a) create an Encumbrance over any or all of the Charged Assets;
- (b) create a trust over any or all of the Charged Assets;
- (c) dispose of any or all of the Charged Assets, except if such disposal is in the ordinary course of the Company's business;

4.1.3 automatically and instantly without notice if any person resolves, without the Lender's prior written consent, to take or takes any step to levy any distress, execution, sequestration or other process against any or all of the Charged Assets; or

4.1.4 automatically and instantly without notice if an Event of Default occurs.

4.2 Any charge by the Company that has crystallised under clause 4.1 may, by notice in writing given at any time by the Lender to the Company, be reconverted into a floating charge in relation to the Charged Assets specified in the notice and if no Charged Assets are specified, the notice shall take effect over all the Charged Assets of the Company.

5 Company's undertakings and covenants

5.1 The Company covenants not, without the prior written consent of the Lender, to:

- 5.1.1 (except in the case of assets charged by way of floating charge only which the Company may deal with in the ordinary course of its business) part with possession of, or transfer, sell, lease, assign or otherwise dispose of all or any of the Charged Assets, or attempt or agree to do so;
- 5.1.2 create, attempt to create, allow to subsist any mortgage, debenture, charge or pledge, increase the amount secured by the Deed, permit any lien (except a lien arising by operation of law in the ordinary course of trading) or other encumbrance to arise on or affect all or any of the Charged Assets; or
- 5.1.3 permit any person to be registered as proprietor of any of the Charged Assets under the Land Registration Act 2002 or create or permit to arise any unregistered interest which overrides first registration affecting such property within Schedule 1 to that Act, to become entitled to any proprietary right or interest which might affect the value of any land fixtures or fixed plant and machinery charged by this Deed.

6 Liability of Company

- 6.1 The Company's liability in respect of the Secured Liabilities shall not be discharged or prejudiced by:

- 6.1.1 the renewal, determination, variation or increase of the loan under the Facility Agreement or the acceptance or variation of any compromise, arrangement or settlement or the omission to claim or enforcement of payment from any other person by the Lender; or
- 6.1.2 any security, guarantee, indemnity, remedy or other right held by or available to the Lender being or becoming wholly or partially illegal, void or unenforceable on any ground; or
- 6.1.3 any other act or omission which but for this provision might have discharged or otherwise prejudiced the liability of the Company.

- 6.2 The Company may not require the Lender to:

- 6.2.1 enforce any security or other right; or
- 6.2.2 claim any payment from; or
- 6.2.3 otherwise proceed;

against any other person before enforcing this Deed against the Company.

7 Enforcement

The Lender may enforce this Deed at any time after:

- 7.1 the occurrence of an Event of Default;
- 7.2 the floating charge has crystallised under clause 4;

- 7.3 there has occurred any event which in the Lender's opinion is actually or potentially adverse to the Company; or
- 7.4 there has occurred any other event which in the Lender's opinion actually or potentially jeopardises the security created by this Deed.

8 Appointment, powers and removal of receivers

- 8.1 At any time after the security created by this Deed becomes enforceable the Lender may without further notice appoint in writing any one or more persons to be a receiver or a receiver and manager. Where more than one Receiver is appointed they will have the power to act separately (unless the appointment specifies otherwise).
- 8.2 The Lender may determine the remuneration of the Receiver.
- 8.3 The appointment of a Receiver will not preclude the Lender from appointing a subsequent Receiver over all or any of the Charged Assets whether the previously appointed receiver continues to act or not.
- 8.4 The Receiver will be the agent of the Company and the Company will be solely liable for the acts, defaults, and remuneration of the Receiver unless and until the Company goes into liquidation after which the receiver shall act as principal. In no event will the Receiver become the agent of the Lender.
- 8.5 The Receiver will have and be entitled to exercise all the powers set out in Schedule 1 and Schedule 2 to the Insolvency Act 1986 and the Law of Property Act 1925 and will also have the power, either in his name or in the name of the Company:
 - 8.5.1 in connection with any sale or other disposition of the Charged Assets, to receive the consideration in a lump sum or in instalments and to receive shares and loan notes by way of consideration;
 - 8.5.2 to grant options, licences or any other whatsoever in the Charged Assets;
 - 8.5.3 to sever fixtures from and to repair, improve and make any alterations to, the Charged Assets;
 - 8.5.4 to exercise any voting rights appertaining to the Company;
 - 8.5.5 to do all other acts and things which the Receiver may consider desirable or necessary for realising any Charged Assets or incidental or conducive to any of the rights, powers or discretion conferred on a Receiver under or by virtue of the Deed; and
 - 8.5.6 to exercise in relation to any Charged Assets all the powers, authorities and things which he would be capable of exercising if he was absolute beneficial owner of the same;
- 8.6 Neither the Lender nor the Receiver will be liable to account as mortgagee in possession or otherwise for any money not actually received by the Lender or the Receiver.

- 8.7 Section 109 of the Law of Property Act 1925 will not apply to this Deed or to any security it creates.

9 Powers of sale, leasing etc

- 9.1 Section 103 of the Law of Property Act 1925 shall not apply to this Deed but the statutory power of sale will as between the Lender and a purchaser arise on and be exercisable at any time after the execution of this Deed but the Lender will not exercise such power unless the security created by this Deed has become enforceable or after the appointment of a Receiver under clause 8.

- 9.2 The statutory powers of sale, leasing and accepting surrenders exercisable by the Lender are extended to allow the Lender to grant or surrender leases of any land vested in the Company or in which it has an interest on such terms and conditions as the Lender may think fit provided that the security constituted by this Deed has become enforceable.

- 9.3 The statutory power of sale exercisable by the Lender is extended to allow the Lender to sever any fixtures from the land and sell them separately.

- 9.4 No person dealing with the Lender or a Receiver, its agents or delegates will be concerned with whether this Deed has become enforceable, whether any power exercised or purported to be exercised has become exercisable, whether any of the Secured Liabilities remain due upon this Deed, as to the necessity or expediency of any stipulations and conditions subject to which the sale of any Charged Asset is made, as to the propriety or regularity of the sale of any Charged Asset or to see to the application of any money paid to the Lender or the Receiver, or its agents or delegates and each dealing shall be deemed to be within the powers conferred by this Deed and to be valid and effectual accordingly.

- 9.5 Section 93 of the Law of Property Act 1925 will not apply to this Deed or to any security it creates.

10 New accounts

- 10.1 On receiving notice that the Company has encumbered or disposed of any of the Charged Assets the Lender may rule off the Company's account and open a new account in the name of the Company.

- 10.2 If the Lender does not open a new account on receipt of a notice as from that time all payments made to the Lender will be treated as if they had been credited to a new account and will not reduce the amount owing from the Company at the time when the notice was received.

11 Attorney

- 11.1 By way of security the Company irrevocably appoints the Lender, whether or not a Receiver has been appointed, and any Receiver separately as Company's attorney with full power to appoint substitutes and to delegate in its name and on its own behalf and as its act and deed or otherwise at any time after this security has become enforceable to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document, or perform

any act that may be required of the Company under this Deed, or may be deemed by such attorney necessary or desirable for any purpose of this Deed or to enhance or perfect the security intended to be constituted by such attorney or to convey or transfer legal ownership of any Charged Assets.

- 11.2 The Company will ratify and confirm all transactions entered into by the Lender or Receiver in the proper exercise of their powers in accordance with this Deed and all transactions entered into by the Lender or the Receiver in signing, sealing, delivering and otherwise perfecting any assignment, mortgage, charge, security, deed, assurance, document or act as aforesaid.

12 Application of moneys received

- 12.1 Any money received under this Deed will, subject to the discharge of any prior-ranking claims, be paid or applied in the following order of priority:

12.1.1 in satisfaction of all costs, charges and expenses incurred and payments made by the Lender and/or the Receiver and of the remuneration of the Receiver;

12.1.2 in or towards satisfaction of the Secured Liabilities; and

12.1.3 as to the surplus, if any, to the person or persons entitled to it.

- 12.2 The Lender may, in its absolute discretion on or at any time or times after demand and pending the payment to the Lender of the whole of the Secured Liabilities, place and keep to the credit of a separate or suspense account any money received, recovered or realised by the Lender by virtue of this Deed for so long and in such manner as the Lender may determine without any intermediate obligation to apply it in or towards the discharge of any of the Secured Liabilities.

13 Indemnity

- 13.1 The Company will indemnify the Lender against all and any costs, charges and expenses arising:

13.1.1 out of any of the assets charged or assigned pursuant to clause 3 resulting in the Company or the Lender or the Receiver infringing or allegedly infringing any third party rights; and

13.1.2 in relation to any proceedings referable to the Company brought against the Lender and/or the Receiver or to which the Lender and/or the Receiver may be joined whether as the plaintiff or defendant that relate to any of the Charged Assets.

- 13.2 The Company agrees that if it fails to pay any moneys in respect of the Charged Assets or to take (or not take) any action which might diminish the value of the Charged Assets to the Lender, the Lender may pay such monies or take such action and recover the cost from the Company.

- 13.3 The Company indemnifies the Lender and its employees and agents fully at all times against any claim, liability, loss or expense incurred by the Lender directly or indirectly as a result of any delay or failure of the Company in complying with clause 5 or with any law, regulation,

directive or code of practice applicable to the Company or to its business or the Charged Assets or relating to the protection of the environment or to health and safety matters.

13.4 Any overdue amounts secured by the Deed will carry interest at the Default Rate. Interest will accrue on a day-to-day basis to the date of repayment in full and, if unpaid, will be compounded with quarterly rates on the Lender's usual quarter days. Interest shall continue to be charged and compounded on this basis after as well as before any demand or judgment.

13.5 Money received or held by the Lender pursuant to this debenture may, from time to time after demand of all or any part of the Secured Liabilities has been made, be converted into such currency as the Lender considers necessary or desirable to discharge the Secured Liabilities in that currency at the Lender's then prevailing spot rate of exchange, as conclusively determined by the Lender, for purchasing the currency to be acquired with the existing currency.

14 Release

14.1 Subject to clause 14.2 below, the Lender will, at the request and cost of the Company, execute all documents as the Company may reasonably require to release the Charged Assets from the security constituted by this Deed.

14.2 Any release, discharge or settlement between the Lender and the Company will be conditional upon no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise.

15 Continuing security

This Deed will remain as continuing security in favour of the Lender, regardless of the settlement of any account or any other matter whatever and will be without prejudice and in addition to any and all other rights, remedies or security which is or are in place now or in the future in respect of any Charged Assets in favour of the Lender for the payment of an Indebtedness.

16 Miscellaneous

16.1 Survival

Provisions which by their terms or intent are to survive termination hereof will do so.

16.2 Variation

Variations to this Deed will only have effect when agreed in writing by the Parties' authorised representatives.

16.3 Severability

The unenforceability of any part of this Deed will not affect the enforceability of any other part.

16.4 Waiver

Unless otherwise agreed, no delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

16.5 Consent

Consent by a party, where required, will not prejudice its future right to withhold similar consent.

16.6 Further assurance

Each party will, at its own cost, do all further acts and execute all further documents necessary to give effect to this Deed.

16.7 Rights of third parties

This Deed is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.

16.8 Entire agreement

This Deed and documents referred to in it represent the entire agreement between the parties and supersede all previous agreements, term sheets and understandings relating to the Loan whether written or oral.

16.9 Succession

This Deed will bind and benefit each party's successors and assignees.

16.10 Counterparts

This Deed may be signed in any number of separate counterparts. Each, when executed and delivered by a party, will be an original; all counterparts will together constitute one instrument.

17 Notices

17.1 Notices under this Deed will be in writing and sent to the persons and addresses in clause 17.2. They may be given, and will be deemed received by first-class post: two Business Days after posting.

17.2 Notices will be sent to the respective Parties at the respective addresses set out on page 1 of this Deed.

18 Governing law and jurisdiction

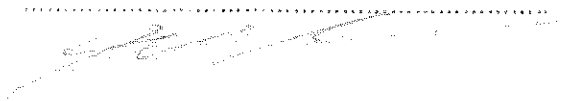
18.1 This Deed and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

18.2 The Parties irrevocably agree that the courts of England and Wales shall have jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

In witness where of the Party have executed and delivered this Deed on the day and year first above written.

Executed as a deed by)
MWA Services Limited acting by)
Campbell Banks, a director,)
In the presence of:)

Campbell Banks



Witness signature:



Witness name (print)

KEVIN LAVERY

Executed as a deed by)
Eversley Estate Planners Limited)
acting by Glenn Williams, a)
director, In the presence of:)

Witness signature:

Witness name (print)

Executed as a deed by)
MWA Services Limited acting by)
Campbell Banks, a director,)
In the presence of:)

.....

Witness signature:

.....

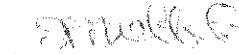
Witness name (print)

.....

Executed as a deed by)
Eversley Estate Planners Limited)
acting by Glenn Williams, a)
director, In the presence of:)



Witness signature:



Witness name (print)

Glenn Williams