



Registration of a Charge

Company name: **ABW PLASTICS LIMITED**

Company number: **07367547**



X6AUS0E1

Received for Electronic Filing: **17/07/2017**

Details of Charge

Date of creation: **11/07/2017**

Charge code: **0736 7547 0002**

Persons entitled: **FERDINANDA ABBOTT**

Brief description:

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: **F ABBOTT**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7367547

Charge code: 0736 7547 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th July 2017 and created by ABW PLASTICS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th July 2017 .

Given at Companies House, Cardiff on 19th July 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 the 11th day of July, 2017
BETWEEN:

- (1) ABW Plastics Limited (Company No 7367547) whose registered office is at SBC House, Restmor Way, Wallington, Surrey, SM6 7AH. ('the Company') and
- (2) Ferdinanda Abbott, of 2, High Street, Tadworth, Surrey, KT20 5SD. (the Lender')

NOW THIS DEED WITNESSES as follows:

1 Definitions and interpretation

- 1.1 In this Deed, unless the context requires otherwise:
 - 1.1.1 'Charged Assets' means the undertaking, property, rights and assets charged under clause 4.1 below;
 - 1.1.2 'Default Rate' means 6% per year over the base rate of the National Westminster Bank Plc., from time to time;
 - 1.1.3 'Events of Default' means the events of default set out in clause 8 below;
 - 1.1.4 'Receiver' has the meaning given to it in clause 12 below and shall include any substituted receiver(s) and manager(s);
 - 1.1.5 'Administrator' has the meaning defined by the Insolvency Act 1986 as amended by the Enterprise Act 2002 Schedule B1.
- 1.2 In this Deed, unless the context requires otherwise:
 - 1.2.1 the expressions 'the Company' and 'the Debenture Holder' where the context admits include their respective successors and assigns whether immediate or derivative;
 - 1.2.2 terms defined in the Companies Act 2006 have the same meanings;
 - 1.2.3 reference to any statute or statutory provision includes a reference to:
 - 1.2.3.1 that statute or statutory provision as from time amended extended or re-enacted or consolidated; and
 - 1.2.3.2 all statutory instruments or orders made pursuant to it;
 - 1.2.4 words denoting the singular shall include the plural and vice versa;
 - 1.2.5 words denoting any gender include all the genders and words denoting persons shall include firms and corporations and vice versa;
- 1.3 References to 'clauses' are to the clauses or sub-clauses of this Deed and references to 'Schedules' are to the schedules to this Deed;
- 1.4 Clause headings do not form part of this Deed are for convenience only and shall not be taken into account in its construction or interpretation.

2 Covenant to pay Principal Sum

- 2.1 In consideration of the Debenture Holder advancing upon the execution hereof to the Company the sum of £1,000.00 and from forbearing to enforce other monies now due and owing to the Debenture Holder, the Company covenants with the Debenture Holder that it will pay to the Debenture Holder on demand the sum of £1,000.00 (receipt of which sum is hereby acknowledged) and all other monies due from the Company to the Debenture Holder howsoever and whensoever arising including any further sums as maybe advanced after the date hereof ('the Principal Sum') or on such earlier date as the Principal Sum becomes payable under the provisions of this Deed.

3 Interest

The Company will until payment in full of the Principal Sum and all other sums due under this Deed pay interest at the rate of 6% per year over National Westminster Bank Plc., base rate from time to time by quarterly payments on 30th September, 31st December 31st March and 30th June in each year in arrears on all sums so due (both before and after any judgment). Interest will accrue from the date of this Deed in the case of the sum of £1,000, and in the case of every other sum from the earlier of the date it was incurred or paid and the date it became due to the Debenture Holder. Interest shall be compounded with rests on the due days for payment if it is not punctually paid on those days but without prejudice to the right of the Debenture Holder to require payment of such interest.

4 Floating charge

As a continuing security for the payment of all money and the discharge of all obligations and liabilities covenanted under this Deed to be paid or discharged or otherwise secured by this Deed the Company with full title guarantee charges by way of a first floating charge to the Debenture Holder all the undertaking, property, rights and assets of the Company both present and future of any kind whatsoever and wherever situated. The provisions of Schedule B1 paragraph 14 of the Enterprise Act 2002 shall apply to the floating charge created by this deed and in the Event of Default the Debenture Holder shall be empowered to appoint an Administrator

5 Right to redeem

The Company shall be entitled to pay the Principal Sum in full or in part on giving to the Debenture Holder not less than 7 days notice at any time of its intention to do so and upon the expiry of such notice the Company shall be bound to pay the Principal Sum or the relevant part together with all unpaid interest on such sum to the date of payment and all other money due under this Deed at that date and upon receipt of the Principal Sum in full together with the interest and other sums due under this Deed the Debenture Holder shall surrender this Deed for retention by the Company.

6 Restrictions

- 6.1 The Company covenants that it will not (without the prior consent in writing of the Debenture Holder):
- 6.1.1 create or attempt to create or permit to subsist any further mortgage debenture charge or pledge or permit any lien or other incumbrance (save a lien arising by operation of law in the ordinary course of trading) to arise on or affect all or any part of the Charged Assets; or
 - 6.1.2 part with possession or transfer, sell, lease or otherwise dispose of all or any of the Charged Assets or attempt or agree so to do (save for sale at market value for the purpose of carrying on its business).
- 6.2 Notwithstanding anything contained in this Deed, if the Company charges, pledges or otherwise encumbers any of the Charge Assets contrary to clause 6.1 above, or attempts to do so without the prior consent in writing of the Debenture Holder, or if any creditor or other person attempts to bring any distress, execution, sequestration or other process against any of the Charged Assets, the charge created by this Deed over the Charged Assets shall automatically without notice operate as a fixed charge instantly on such event occurring.
- 6.3 During the continuance of this Deed the statutory and any other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by the Company in relation to all or any part of the Charged Assets, nor shall the Company part with possession of all or any part of the Charged Assets, nor confer any licence, right or interest to occupy, nor grant any licence or permission to assign, underlet or part with

possession of all or any part of the Charged Assets, nor agree, suffer or permit any variation or addition to the terms of any lease, tenancy or licence without in every such case obtaining the prior consent in writing of the Debenture Holder.

7 Registration at the Land Registry

7.1 The Company hereby applies to the Chief Land Registrar for a restriction to be entered on the register of title of all registered land now or in the future owned by the Company in the following terms:

‘Except under an order of the Registrar no disposition by the proprietor of the land is to be registered without the consent of the proprietor for the time being of the charge created by this Debenture’;

7.2 The Company hereby certifies that this Debenture does not contravene any of the provisions of the memorandum and articles of association of the Company and has been duly authorised and executed in accordance therewith.

8 Events of Default

8.1 The Debenture Holder shall cease to be under any further commitment to the Company and all money secured by this Deed shall immediately become due and payable on demand on the occurrence of any of the following Events of Default:

8.1.1 if the Company fails to pay on the due date any interest or money due to the Debenture Holder;

8.1.2 if the Company is in breach of any of the terms of this Deed (other than as to payment);

8.1.3 if the Company defaults under any trust deed, loan agreement facility, debenture or any other agreement, deed or document, or any other obligation relating to borrowing or under any guarantee or indemnity or if any borrowing or other money payable under any borrowing or guarantee or indemnity becomes or is capable of being declared payable prior to its stated maturity or is not paid when due or any incumbrances from time to time created by the Company become enforceable;

8.1.4 if any distress, execution, sequestration or other process is levied or enforced upon issued against any of the assets of the Company and shall not be removed or discharged within 7 days of it being so levied, enforced upon or issued against;

8.1.5 if any judgment or order made against the Company is not complied with within the terms of the judgment or order unless the Company's obligations under that judgment or order are stayed because a valid appeal has been lodged by the Company against such judgment or order;

8.1.6 if a receiver is appointed of the Company or any of its assets or any resolution is passed or any application or request is made by any person for such an appointment or a notice is issued to convene a meeting for the passing of a resolution for any such application or appointment;

8.1.7 if any petition is presented or any order is made or any resolution is passed for the winding up of the Company or for the appointment of an administrator in respect of the Company or any notice is issued convening a meeting for the purpose of passing such resolution;

8.1.8 if the Company stops payment or is unable or admits inability to pay its debts within the meaning of the Insolvency Act 1986 Section 123;

8.1.9 if the Company makes or proposes to make any moratorium, arrangement or composition with its creditors or any class of creditors or a notice is issued convening a meeting to resolve to do any of those things;

- 8.1.10 if the Company ceases or threatens to cease to carry on all or a material part of the business conducted by it at the date of this Deed or sells or threatens to sell or otherwise dispose of all or a material part of its assets (other than in the normal course of business) whether by one or a series of transactions related or not or changes the nature or mode of conduct of its business in any material respect;
- 8.1.11 if any guarantee, indemnity or other security created in favour of the Debenture Holder is in jeopardy or is not or ceases to be in full force and effect or is voidable or unenforceable or is disputed, revoked or terminated or it becomes unlawful or impossible for the Debenture Holder to exercise any right or power vested in it under any such security and (in any such case) the same is considered by the Debenture Holder to be material;
- 8.1.12 if an order is made for the compulsory acquisition of any part of the Company's assets which in the opinion of the Debenture Holder is a material part of the assets of the Company;
- 8.1.13 if any licence, authorisation, consent or registration at any time necessary or desirable to enable the Company to carry on its business in the normal course shall be revoked, withheld or materially modified or shall fail to be granted or perfected or shall cease to remain in full force and effect;
- 8.1.14 if control (as defined in the Income and Corporation Taxes Act 1988 Section 416(2)–(6)) of the Company is acquired by any person or company or group of connected persons (as defined in the Income and Corporation Taxes Act 1988 Section 839) not having control of the Company at the date of this Deed (unless with the prior consent in writing of the Debenture Holder);
- 8.1.15 if any circumstances arise which may (in the opinion of the Debenture Holder) affect materially and adversely the ability of the Company to perform its obligations under this Deed.

9 Covenants by the Company

The Company covenants with the Debenture Holder that during the continuance of this security the Company will at all times and as applicable immediately:

- 9.1 notify the Debenture Holder by facsimile and confirmed in writing of the occurrence of any event which will or may in due course constitutes an Event of Default;
- 9.2 conduct and carry on its business in a proper efficient and business-like manner and not make any substantial alteration in the nature of or mode of conduct of that business and keep or cause to be kept proper books of account relating to such business;
- 9.3 deliver to the Debenture Holder within 4 months of the end of the Company's financial year to the Debenture Holder an annual balance sheet and profit and loss account and trading account showing the true position of the Company's affairs in each year certified by a chartered accountant approved by the Debenture Holder and also on a quarterly basis within 4 weeks of the end of each quarter of the Company's financial year quarterly management accounts prepared by the Company and also from time to time such other information relating to the assets and liabilities and the business of the Company as the Debenture Holder may reasonably require;
- 9.4 get in and realise all book and other debts and claims charged by this Deed in the ordinary course of its business and pay them into such account as the Debenture Holder may direct;

- 9.5 observe and perform all covenants and stipulations from time to time affecting its freehold, leasehold or heritable property or the mode of user or enjoyment of such property, and not without the prior consent in writing of the Debenture Holder enter into any onerous or restrictive obligations affecting any such property, nor do or suffer or omit to be done any act, matter or thing which would infringe any provision of any statute, order or regulation from time to time in force affecting any such property;
- 9.6 observe and perform all covenants and stipulations from time to time affecting its patents, patent applications, trade marks, trade names, registered designs and copyrights and all other intellectual property or any licence or ancillary or connected rights from time to time relating to intellectual property, and preserve, maintain and renew when necessary or desirable all such licences and rights;
- 9.7 use its best endeavours to enforce and at its own cost institute, continue or defend all proceedings relating to the Charged Assets;
- 9.8 keep all buildings and erections and all plant, machinery, fixtures, fittings, vehicles, computers and office and other equipment and every part of such property in good and substantial repair and in good working order and condition. If the Company is at any time in default in complying with this covenant the Debenture Holder shall be entitled but not bound to repair and maintain such property, with power for the Debenture Holder, its agents and their respective employees to enter any of the Company's property for that purpose or to inspect such property, and any sum so expended by the Debenture Holder shall be repayable by the Company to the Debenture Holder on demand together with interest at the Default Rate from the date of payment by the Debenture Holder;
- 9.9 at its own expense insure and keep insured any of the Charged Assets of an insurable nature with insurers previously approved by the Debenture Holder in writing against loss or damage by fire, burglary, theft, civil commotion, explosion, aircraft, flood, storm, tempest lightning, burst pipes and such other risks and contingencies as the Debenture Holder shall from time to time request to the full replacement value of such property and effects from time to time, including fees of architects, surveyors, engineers and all other professional fees and demolition charges together (in the case of leasehold properties) with loss of rent for 3 years in the name of the Company. The interest of the Debenture Holder shall be noted on the policy and the policy shall contain such provisions for the protection of the Debenture Holder as the Debenture Holder may reasonably require. The Company must maintain such other insurance policies (with the interest of the Debenture Holder noted on such policies) containing like provisions for the protection of the Debenture Holder as are normally maintained by prudent companies carrying on similar businesses and duly pay all premiums and other money necessary for effecting and keeping up such insurances, and on demand produce to the Debenture Holder the policies of such insurance and proof of such payments, failing which the Debenture Holder may take out or renew such insurances in any sum which the Debenture Holder may think expedient, and all money expended by the Debenture Holder under this provision shall be reimbursed by the Company on demand and bear interest at the Default Rate from the date of payment by the Debenture Holder. All money to be received by virtue of any insurance maintained or effected by the Company (whether or not in

- pursuance of the obligations under this clause 9.9) shall be paid to the Debenture Holder (or if not paid by the insurers directly to the Debenture Holder held on trust for the Debenture Holder) and shall at the option of the Debenture Holder be applied in repayment of the sums secured by this Deed or in replacing, restoring or reinstating the property or assets destroyed, damaged or lost (any deficiency being made good by the Company);
- 9.10 punctually pay and indemnify the Debenture Holder and any Receiver against all existing and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings (whether imposed by agreement, statute or otherwise and whether in the nature of capital or revenue and even if wholly novel) now or at any time during the continuance of this Deed payable in respect of all or any of the Charged Assets or by the owner or occupier of the Charged Assets. If any such sums shall be paid by the Debenture Holder or by any Receiver they shall be repaid by the Company on demand with interest at the Default Rate;
- 9.11 comply with and fulfil its obligations under every lease and agreement relating to any of the Charged Assets and when required produce to the Debenture Holder proof of all payments from time to time due from the Company under such lease or agreement;
- 9.12 take all necessary steps to comply with any notice, proposal or order given, issued or made by any local or other authority relating to any of the Charged Assets and serve any appropriate counter-notice so as to protect the Charged Assets, and also at the request of the Debenture Holder (but at the expense of the Company) make or join with the Debenture Holder in making such objections, appeals or representations in relation to the Charged Assets as the Debenture Holder considers or agrees is expedient, and any compensation received by the Company as a result of such notice or order shall be applied in the reduction of the money due to the Debenture Holder from the Company unless the Debenture Holder otherwise agrees;
- 9.13 not (without the prior consent in writing of the Debenture Holder) permit any person:
- 9.13.1 to be registered as proprietor under the Land Registration Acts of any land forming part of the Charged Assets nor create or permit to arise any overriding interest affecting such land within the definition in those Acts; or
- 9.13.2 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;
- 9.14 not (without the prior consent in writing of the Debenture Holder) redeem or purchase its own shares nor pay an abnormal amount by way of dividend;
- 9.15 deposit (if required by the Debenture Holder) with the Debenture Holder or a nominee of the Debenture Holder and permit the Debenture Holder or its nominee during the continuance of this security to hold and retain the following:
- 9.15.1 all deeds and documents of title relating to all freehold, leasehold and heritable property from time to time belonging to the Company (and the insurance policies relating to such property);
- 9.15.2 all stock and share certificates and documents of title relating to the Securities;
- 9.15.3 all assurance policies from time to time effected by the Company on the lives of key employees; and

- 9.15.4 all such documents relating to the Charged Assets as the Debenture Holder may from time to time require;

Not to do or cause or permit to be done anything which may in any way prejudice the value to the Debenture Holder of the Charged Assets.

10 Further security

The Company shall on request by the Debenture Holder at any time after the occurrence of an Event of Default execute such legal or other mortgages or assignments in favour of the Debenture Holder as the Debenture Holder shall from time to time require over all or any of the Charged Assets both present and future to secure all money, obligations and liabilities covenanted under this Deed to be paid or otherwise secured by this Deed, such mortgages, charges or assignments to be prepared by or on behalf of the Debenture Holder at the cost of the Company, and to contain an immediate power of sale without notice, a clause excluding the Law of Property Act 1925 Section 93 and the restrictions contained in Section 103 of that Act and such other clauses for the benefit of the Debenture Holder as the Debenture Holder may reasonably require.

11 Powers of the Debenture Holder

- 11.1 At any time after the Debenture Holder shall have demanded payment of any money or the discharge of any obligation or liability secured by this Deed or if requested by the Company the Debenture Holder may exercise without further notice (and without the restrictions contained in the Law of Property Act 1925 Section 103) and whether or not it shall have appointed a Receiver all the powers conferred on mortgagees by that Act as varied or extended by this Deed and all the powers and discretions conferred by this Deed either expressly or by reference to a Receiver appointed under this Deed.
- 11.2 The Law of Property Act 1925 Section 93 shall not apply to this security or to any security given to the Debenture Holder under this Deed.
- 11.3 The statutory powers of leasing conferred on the Debenture Holder shall be extended so as to authorise the Debenture Holder to lease and make agreements for leases at a premium or otherwise and accept surrenders of leases and grant options as the Debenture Holder shall consider expedient and without the need to observe any of the provisions of the Law of Property Act 1925 Sections 99 and 100.
- 11.4 Any sale or other disposition by the Debenture Holder or by any of its nominees or by a Receiver may be made either subject to or discharged from the First Charge or upon such terms as to indemnity as the Debenture Holder or such Receiver may think fit and the Debenture Holder or the Receiver may settle and pass the accounts of any person in whom the First Charge may from time to time be vested and any accounts so settled and passed shall as between the Debenture Holder the Receiver and the Company be deemed to be properly settled and passed and shall be binding on the Company accordingly.
- 11.5 If the persons entitled to the benefit of the First Charge shall call in the money secured by the First Charge or shall take any step to enforce the First Charge the Debenture Holder may then pay off the First Charge concerned and take a transfer of the benefit of the First Charge or redeem it and the money so expended by the Debenture Holder and all costs of and incidental to the transaction incurred by the Debenture Holder shall be added to the money obligations and liabilities secured by this Deed and bear interest at the Default Rate.

12

Receiver

12.1

At any time after the Debenture Holder has demanded payment of any money or the discharge of any obligation or liability secured by this Deed or if requested by the Company the Debenture Holder may and shall be duly empowered pursuant to the provisions of the Enterprise Act 2002 in writing under its common seal or under the hand of any official of the Debenture Holder appoint any person or persons to be a receiver or administrator of all or any part of the Charged Assets ('the Receiver') (with power to authorise any joint receiver and/or manager to exercise any power independently of any other joint receiver) and may from time to time fix the remuneration of the Receiver and may remove the Receiver and appoint another in his place. The Receiver shall be the agent of the Company and the Company shall be solely responsible for his acts or defaults and for his remuneration. The Receiver shall have all the powers conferred from time to time on receivers by statute and in the case of the powers conferred by the Law of Property Act 1925 without the restrictions contained in Section 103 of that Act and in addition power on behalf and at the cost of the Company (notwithstanding liquidation of the Company) to do or omit to do anything which the Company could do or omit to do in relation to all or any part of the Charged Assets, and in particular (but without limitation) the Receiver may:

- 12.1.1 take possession of, collect and get in all or any of the Charged Assets, exercise in respect of the Securities all voting or other powers or rights available to a registered holder of the Securities in such manner as he may think fit and bring defend or discontinue any proceedings or submit to arbitration in the name of the Company or otherwise as may seem expedient to her;
- 12.1.2 carry on, manage, develop, reconstruct, amalgamate or diversify all or any part of the business of the Company or concur in so doing, lease or otherwise acquire and develop or improve properties or other assets without being responsible for loss or damage, and raise or borrow any money (including money for the completion with or without modification of any building in the course of construction and any development or project in which the Company was engaged) from or incur any other liability to the Debenture Holder or others on such terms with or without security as he may think fit, and so that any such security may be or include a charge on the whole or any part of the Charged Assets ranking in priority to this security or otherwise;
- 12.1.3 (without the restrictions imposed by the Law of Property Act 1925 Section 103 or the need to observe any of the provisions of Sections 99 and 100 of that Act) sell by public auction or private contract, let, surrender or accept surrenders, grant licences or otherwise dispose of or deal with all or any of the Charged Assets or concur in so doing in such manner for such consideration and generally on such terms and conditions as he may think fit, with full power to convey, let, surrender, accept surrenders or otherwise transfer or deal with such Charged Assets in the name and on behalf of the Company or otherwise, and so that covenants and contractual obligations may be granted and assumed in the name of and so as to bind the Company (or other the estate owner) if he shall consider it necessary or expedient so to do;
- 12.1.4 promote the formation of a subsidiary company or companies of the Company with a view to such subsidiary purchasing, leasing, licensing or otherwise acquiring interests in all or any of the Charged

- Assets or otherwise arrange for such subsidiary to trade or cease to trade on such terms and conditions as he may think fit;
- 12.1.5 make any arrangement or compromise or enter into or cancel any contracts which he shall think expedient;
 - 12.1.6 make and effect such repairs, renewals and improvements to all or any part of the Charged Assets as he may think fit and maintain, renew, take out or increase insurances;
 - 12.1.7 appoint managers, agents, officers and employees for any of the above purposes or to guard or protect the Charged Assets at such salaries and commissions and for such periods and on such terms as he may determine with power dismiss them;
 - 12.1.8 make calls conditionally or unconditionally on the members of the Company in respect of uncalled capital;
 - 12.1.9 without any further consent by or notice to the Company exercise on behalf of the Company all the powers and provisions conferred on a landlord or a tenant by any legislation from time to time in force relating to rents or agriculture in respect of any part of the Charged Assets but without any obligation to exercise any of such powers and without any liability in respect of powers so exercised or omitted to be exercised;
 - 12.1.10 sign any document, execute any deed and do all such other acts and things as may be considered by her to be incidental or conducive to any of the matters referred to in this clause 12.1 or powers or to the realisation of the Debenture Holder's security and use the name of the Company for all the purposes referred to in this clause 12.1.
- 12.2 All money received by the Debenture Holder or by any Receiver appointed by the Debenture Holder in the exercise of any powers conferred by this Deed shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to such costs, in or towards satisfaction of such of the obligations and liabilities secured by this Deed and in such order as the Debenture Holder in its absolute discretion may from time to time conclusively determine (save that the Debenture Holder may credit the money to a suspense account for so long and in such manner as the Debenture Holder may from time to time determine and the Receiver may retain any money for such period as he considers expedient).
- 12.3 No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Debenture Holder or any Receiver to exercise any of the powers conferred by this Deed has arisen or not or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.
- 12.4 The Company covenants with the Debenture Holder on demand to pay all costs, charges and expenses incurred by the Debenture Holder or by any Receiver or which it or he shall properly incur in or about the enforcement, preservation or attempted preservation of this security or of all or any of the Charged Assets on a full indemnity basis with interest at the Default Rate. Any Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon such basis as he may agree with the Debenture Holder.
- 12.5 Neither the Debenture Holder nor any Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets nor be liable for any loss upon realisation or for any neglect or default of any nature in connection with the Charged Assets for which a mortgagee in possession may be liable as such.
- 12.6 The Company agrees to indemnify both the Debenture Holder and any Receiver against all losses, actions, claims, expenses, demands and liabilities, whether in contract, tort or otherwise, now or after the date of this Deed, incurred by it or

her or by any manager, agent, officer or employee for whose liability act or omission it or he may be answerable, for anything done or omitted in the exercise or purported exercise of the powers contained in this Deed or occasioned by any breach by the Company of any of its covenants or other obligations to the Debenture Holder. The Company shall so indemnify the Debenture Holder and any Receiver on demand and shall pay interest on the sums demanded at the Default Rate.

13 Power of attorney

The Company by way of security irrevocably appoints the Debenture Holder and the persons deriving title under it and separately any Receiver jointly and severally to be its attorney, in its name and on its behalf and as its act and deed or otherwise to execute and complete in favour of the Debenture Holder or its nominees or of any purchaser any documents which the Debenture Holder may require for perfecting its title to or for vesting the Charged Assets, both present and future, in the Debenture Holder or its nominees or in any purchaser, and to do all such acts and things as may be required for the full exercise of all or any of the powers conferred by this Deed, or which may be deemed expedient by the Receiver on or in connection with any sale, lease, disposition, realisation or getting in by the Debenture Holder or any such Receiver of all or any part of the Charged Assets, or in connection with any other exercise of any power under this Deed, and this appointment shall operate as a general power of attorney made under the Powers of Attorney Act 1971 Section 10. The Company covenants with the Debenture Holder and separately with any Receiver that on request it will ratify and confirm all security, agreements, documents, acts and things and all transactions entered into by the Debenture Holder or such Receiver or by the Company at the instance of the Debenture Holder or such Receiver in the exercise or purported exercise of its or his powers, and the Company irrevocably acknowledges and agrees that such power of attorney is inter alia given to secure the performance of the obligations owed to the Debenture Holder and any such Receiver by the Company.

14 Notice of trusts

The Company shall recognise and treat the Debenture Holder as the sole absolute owner of this Deed and as alone entitled to receive and give effectual discharges for the money secured by this Deed. The Company shall not be affected by notice of any trust or any right title or claim or any person other than the Debenture Holder to this Deed.

15 Freedom from equities

The money secured by this Deed shall be paid and this Deed shall be transferable without regard to any set-off, cross-claim or equities between the Company and the original or any intermediate holder and the receipt of the sole holder or of joint holders shall be a good discharge to the Company.

16 Miscellaneous

- 16.1 No failure or delay by the Debenture Holder in exercising any right or remedy shall operate as a waiver nor shall any single or any partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.
- 16.2 Each of the provisions of this Deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired.

- 16.3 The Company certifies that neither the execution of this Deed nor the creation of the charges contained in this Deed contravenes any of the provisions of the memorandum and articles of association of the Company.
- 16.4 Any demand for payment, and any other notice to be given by the Debenture Holder under this Deed, shall be in writing, and may be made or given at any place of business of the Company or at its registered office:
- 16.4.1 by delivering it to any such place; or
 - 16.4.2 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
 - 16.4.3 by sending it by fax to any of the Company's fax numbers (in which case it shall be deemed received when sent, and proof of sending shall be proof of receipt).

17 Register

The Company will keep a register and enter in it the issue and all transfers and changes of ownership of this Deed. The register may be closed from time to time for such periods (not exceeding 30 days in all in any year) as the Company may determine.

18 Transfer

- 18.1 A transfer of this Deed shall be in writing under the hand of the transferor.
- 18.2 The transfer shall be lodged with the Company together with such evidence of the title of the transferor (including production of this Deed) as the Company may reasonably require and after that the transferee shall be registered as the holder of this Deed.
- 18.3 The Company shall be entitled to retain the transfer.

19 Death of Debenture Holder

On the death of the Debenture Holder his personal representatives and on the death of a joint holder the survivor or survivors shall be the only persons recognised by the Company as having any title to this Deed.

20 Registration on transmission

Any person entitled to this Deed by reason of the death of the Debenture Holder or otherwise by operation of law may upon producing such evidence of his title as the Company may reasonably require be registered as the holder of this Deed and be subject to the conditions of this Deed as a transferee would be subject to under clause 18 above.

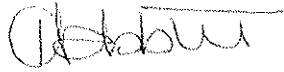
21 Costs

The Company shall pay all costs incurred with preparation and execution of this Deed

IN WITNESS WHEREOF the Company has executed this Debenture as a deed the day and year first above written

Executed and delivered
as a deed
by the Company
in the presence of

Keenan Securus
5 Hadley Close
Crawley
RH10 3TY

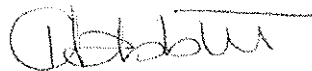


Director

Director/secretary

Executed as a deed)
by the debenture Holder)
in the presence of)

Keenan Securus
5 Hadley Close
Crawley
RH10 3TY



MR01

Particulars of a charge



Companies House

A fee is payable with this form.
Please see 'How to pay' on the
last page.

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08.

For further information, please
refer to our guidance at:
www.companieshouse.gov.uk

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



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

| | | |
|--------------------------|----------------------|--|
| 1 Company details | | For official use |
| Company number | 0 7 3 6 7 5 4 7 | → Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by * |
| Company name in full | ABW Plastics Limited | |

| | |
|-------------------------------|-----------------|
| 2 Charge creation date | |
| Charge creation date | 9 9 0 7 2 0 1 7 |

| | |
|--|-------------------|
| 3 Names of persons, security agents or trustees entitled to the charge | |
| Please show the names of each of the persons, security agents or trustees entitled to the charge. | |
| Name | Ferdinanda Abbott |
| Name | |
| Name | |
| Name | |
| If there are more than four names, please supply any four of these names then tick the statement below. <input type="checkbox"/> I confirm that there are more than four persons, security agents or trustees entitled to the charge. | |

Particulars of a charge

06/14 Version 2.0

MRO1

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Charles Horder

Company name Godsons

Address 6-7, Pollen Street,

Post town London

County/Region

Postcode W 1 S 1 N J

Country England

DX

Telephone 020-7495-5916



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

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



Where to send

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

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

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

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



Further information

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

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