

# MR01

## Particulars of a charge

102373/13



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](http://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 the  
instrument Use form MR08

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  
must be scanned and placed on the public record



A13 30/01/2014 #138  
COMPANIES HOUSE  
A03 25/01/2014 #383  
COMPANIES HOUSE

### 1 Company details

Company number 07798215

Company name in full ADJIZZ LIMITED

☒ For official use  
→ Filing in this form  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 14/01/2014

### 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 PEEKABOO INVESTMENTS LIMITED

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

**Continuation page**  
Please use a continuation page if you need to enter more details

Description

MORTGAGE DEBENTURE

ALL MONIES DUE OR TO BECOME DUE FROM THE LIMITED COMPANY TO THE CHARGEES UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE - MOVEABLE ASSETS

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ **Yes**

☐ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ **Yes** Continue

☐ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ **Yes**

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ **Yes**

☐ **No**

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**Trustee statement <sup>1</sup>**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

9

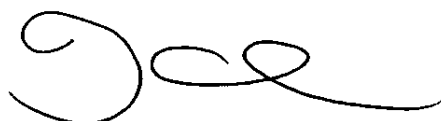
**Signature**

Please sign the form here

Signature

Signature

X



X

This form must be signed by a person with an interest in the charge

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name

Company name

IAS

Address

PO Box 7094

Post town

Hook

County/Region

Postcode

R G 2 7 9 Y X

Country

DX

Telephone

08452508429



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 7798215

Charge code 0779 8215 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th January 2014 and created by ADJIZZ LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th January 2014

9

Given at Companies House, Cardiff on 31st January 2014



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

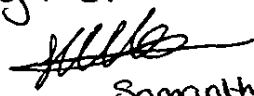
Dated 14 January 2014

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**Mortgage Debenture**

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I certify this to be a true copy of the original  
seen by me.



Samantha Lord-Castle  
Insolvency Advisor  
10 Mylles Lane, Hook, RG27 9UD  
14.01.2014

ADJIZZ LIMITED

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THIS DEBENTURE is dated the 20<sup>th</sup> of December 2013

**AND MADE BETWEEN:**

Adjizz Limited (registered in England 07798215) whose registered office  
is

Suite 4 2 Station Court, Imperial Wharf, London, SW6 2PY

("the Borrower")

and Peekaboo Investments Limited (registered in England 07753476) whose registered office  
is

Suite 4 2 Station Court, Imperial Wharf, London, SW6 2PY

("the Lender")

**WITNESSES as follows:**

**1. COVENANT TO PAY**

- 1 1 The Borrower covenants when the same shall be or become due or, in the absence of any specified due date then on demand, to pay and discharge to the Lender on demand all moneys obligations and liabilities whether principal interest or otherwise which may now or at any time in the future be due owing or incurred by the Borrower to the Lender whether actual or contingent and whether alone severally or jointly as principal guarantor surety or otherwise and in whatever name or style and whether on any current or other account or in any other manner including monies due on unpaid invoices rendered by the Lender for services provided to the Borrower together with interest charges and other expenses so that interest shall be calculated and compounded as may be agreed from time to time between the parties or, if not agreed, in accordance with the usual practice of the Lender from time to time as well after as before any demand made or judgment obtained hereunder

**2. CHARGE**

- 2 1 The Borrower with full title guarantee and as a continuing security hereby charges with the payment or discharge of all moneys obligations and liabilities hereby covenanted to be paid or discharged by the Borrower together with all costs and expenses incurred by the Lender in relation to this Debenture or the moneys obligations and liabilities hereby secured

2 1 1 by way of a legal mortgage any freehold leasehold or other immovable property referred to in the Schedule to this Debenture together with all buildings, trade and other fixtures, fixed plant and machinery of the Borrower from time to time thereon and the proceeds of sale thereof (Schedule 1),

2 1 2 by way of first fixed charge

- (a) all other freehold leasehold and other immovable property now or in the future belonging or charged to the Borrower together with all buildings, trade and other



fixtures, fixed plant and machinery of the Borrower from time to time thereon and the proceeds of sale thereof,

- (b) all plant and machinery computers office and other equipment and chattels howsoever described now or in the future belonging to the Borrower and the full benefit of any warranties or maintenance contracts for any of the same (Schedule 2),
- (c) all cash at bank, book debts and other debts including rents now or in the future due or owing to the Borrower,
- (d) all stocks shares and other securities now or in the future belonging to the Borrower together with all dividends and other rights deriving therefrom,
- (e) the goodwill of the Borrower and its uncalled capital for the time being,
- (f) the benefit of any licences and all patents patent applications inventions trade marks service marks designs and trade names copyright know-how and other intellectual property rights and all fees, royalties and other rights of every kind deriving therefrom now or in the future belonging to the Borrower (Schedule 3)

2 1 3 by way of floating charge the whole of the Borrower's undertaking and all its property and assets whatsoever and wheresoever present and future other than the property and assets from time to time effectively charged to the Lender by way of legal mortgage or fixed charge by this Debenture (and para 14 of Sch 61 of the Insolvency Act 1986 applies to the floating charges so created)

2 2 The Lender may convert the floating charge at any time by notice in writing to the Borrower into a fixed charge as regards all the property and assets which for the time being are the subject of such floating charge or, as the case may be, such of the said property and assets as are specified by such notice. The floating charge created by this Debenture shall unless otherwise agreed in writing by the Lender automatically and without notice immediately be converted into a fixed charge in the event that the Borrower shall create or permit to subsist any mortgage charge pledge lien or other security interest other than this Debenture or if any person takes any step to levy any distress attachment execution or other legal process against any of the said property or assets

2 3 The security from time to time constituted by or pursuant to this Debenture shall be in addition to and shall not prejudice determine or affect any other security which the Lender may from time to time hold for or in respect of all or any part of the moneys obligations and liabilities hereby secured. No prior security held by the Lender over the property charged by this Debenture or any part of it shall merge in the security created hereby or pursuant hereto which will remain in force and effect as a continuing security until discharged by the Lender save for the avoidance of doubt. This security is not intended to prejudice the security of any other secured creditor whose security has been validly registered prior to this mortgage debenture and to the extent appropriate or established by law that prior security will remain in priority so that what are referred to as first charges of any description or over any assets herein will in that circumstance become second charges in favour of the Lender until those prior charges have properly been paid or discharged unless other priorities are agreed between that prior secured creditor and the Lender

### **3. RESTRICTIONS ON DEALING**

**3 1** The Borrower shall not without the prior written consent of the Lender

- 3 1 1** *create or permit to subsist any mortgage charge pledge lien (other than a lien arising by operation of law) or other security interest on any of its assets other than this Debenture,*
- 3 1 2** *sell transfer lease lend or otherwise dispose of the whole or any part of its undertaking or (save in the normal course of trading at not less than market value) of its assets or enter into any agreement or grant any option for any such sale transfer lease loan or other disposal,*
- 3 1 3** *part with possession of any freehold or leasehold property grant or agree to grant any option or any licence tenancy or other right of occupation to any person or exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by Sections 99 and 100 of the Law of Property Act 1925 provided that such restrictions shall not be construed as a limitation on the powers of any receiver appointed under this Debenture and being an agent of the Borrower and the Lender may grant or accept surrenders of leases without restriction at any time after the Lender shall have demanded the payment or discharge of any of the moneys obligations and liabilities hereby secured,*
- 3 1 4** *pull down or remove or redevelop or make any material alteration to the whole or any part of any buildings or sever unfix or remove any fixtures or remove any plant or machinery belonging to or in use by the Borrower except for the purpose of effecting repairs or replacing the same*

### **4. COVENANTS BY THE BORROWER**

**4 1** The Borrower shall

- 4 1 1** *keep all buildings and all plant machinery fixtures and fittings in good repair and condition and permit any person or persons nominated by the Lender free access at all times to view the state and condition thereof,*
- 4 1 2** *insure and keep insured such of its property as is insurable with such insurer and against such risks and in such amounts and otherwise in such terms as the Lender may require and will maintain such other insurances as are normally maintained by prudent companies carrying on similar businesses with the interest of the Lender noted upon all policies of such insurance or, if the Lender shall require, in the joint names of the Borrower and the Lender and will produce or deposit with the Lender all such policies and receipts for all premium and other payments necessary for effecting and maintaining such insurances;*
- 4 1 3** *not, without the prior written consent of the Lender, permit any person to be registered as proprietor under the Land Registration Act of any property charged by this Debenture or create or knowingly permit to arise or subsist in respect of any such property any unregistered interests which override first registration under S 1 of the Land Registration Act 2002 ("LRA") or which override registered dispositions under S 3 LRA (as the case may be) or permit any person to become entitled to any proprietary right or interest which might reasonably be expected to affect the value of any such property or any other property thereon and hereby charged to the Lender,*

- 4 1 4 subject to any rights of a lessor apply any insurance proceeds in making good the loss or damage or at the Lender's option in or towards the discharge of the moneys obligations and liabilities secured by this Debenture,
- 4 1 5 punctually pay all rents taxes duties assessments and other outgoings and observe and perform all restrictive and other covenants under which any of the property subject to this Debenture is held,
- 4 1 6 pay into any account nominated in writing by the Lender all moneys which it may receive in respect of its book or other debts and all licence fees, royalties and other moneys deriving from its intellectual property and until such payment hold all such moneys on trust for the Lender (such account to be known as "the Lender's book and other debt realisation account"),
- 4 1 7 deal with its book or other debts and all licence fees, royalties and other moneys deriving from its intellectual property in accordance with any directions from time to time given in writing by the Lender and in default of and subject to any such directions not release factor sell at discount charge assign or otherwise deal with such debts, licence fees, royalties or other moneys otherwise than by getting in and paying the same into such account,
- 4 1 8 subject to the rights of any prior mortgagee deposit with the Lender all deeds certificates and documents constituting or evidencing title to the property or any part thereof charged by this Debenture and all insurance policies,
- 4 1 9 comply with the provisions of all present or future statutes and directives and every notice order or direction made under any of the foregoing,
- 4 1 10 provide the Lender with all financial and other information with respect to the assets, liabilities and affairs of the Borrower and its subsidiaries and associated companies (if any) that the Lender may from time to time require
- 4 2 If the Borrower shall fail to satisfy the Lender that it has performed any of its obligations under clause 4.1 then the Lender may take such steps as it considers appropriate to procure the performance of such obligation and shall not thereby be deemed to be a mortgagee in possession and the moneys expended by the Lender shall be reimbursed by the Borrower on demand and until so reimbursed -shall carry interest as mentioned in clause 1 from the date of payment to the date of reimbursement

## **5. ENFORCEMENT**

- 5 1 This Debenture shall become enforceable.
- 5 1 1 if any of the moneys obligations and liabilities secured by this Debenture shall not be paid or discharged by the Borrower in accordance with clause 1, or
- 5 1 2 if the Borrower shall be in breach of any provision of this Debenture or of any agreement containing any terms and conditions of or applicable to the moneys obligations and liabilities secured by this Debenture, or

- 5 1 3 upon the presentation of a petition for the winding up of the Borrower or presentation of a petition for the administration of the Borrower or the passing by the Borrower of a resolution for winding up of if the Borrower takes any other step to or preparatory to placing itself into insolvency process of any description including a moratorium or a corporate voluntary arrangement,
- 5 1 4 if an encumbrancer shall take possession of or a receiver shall be appointed over or any secured creditor of the Borrower shall seek to enforce his security in respect of all or any of the property or assets-charged by this Debenture, or
- 5 1 5 if a petition shall be presented for an administration order in relation to the Borrower, or
- 5 1 6 if the Borrower shall enter into any composition or arrangement for the benefit of its creditors, or
- 5 1 7 any other event shall take place which in the opinion of the Lender puts in jeopardy all or any part of the security created by this Debenture,
- 5 1 8 if the Borrower invites the Lender to enforce its security whether inter alia by inviting or requesting the Lender to appoint or consent to the appointment of an administrator or receiver or otherwise
- 5 2 Section 103 of the Law of Property Act 1925 shall not apply and the statutory power of sale and all other powers under that or any other Act as varied or extended by this Debenture shall arise on and be exercisable at any time after the Lender shall have demanded the payment or discharge by the Borrower of all or any of the moneys obligations and liabilities secured by this Debenture
- 5 3 Section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages shall not apply to this Debenture
- 6. RECEIVER**
- 6 1 At any time after this Debenture has become enforceable or if a petition or application is presented for the making of an administration order in relation to the Borrower or if any person who is entitled to do so gives written notice of its intention to appoint an administrator of the Borrower or files such a notice with the Court or if the Borrower so requests in writing the Lender may so far as permitted by law from time to time without further notice to the Borrower
- 6 1 1 appoint by writing under hand or under seal any one or more persons either singly jointly severally or jointly and severally to be a receiver, receiver and manager or administrative receiver (each a "Receiver") of all or any part of the property charged by this Debenture and either at the time of appointment or any time thereafter may fix his or their remuneration and except as otherwise required by statute may remove any such Receiver and appoint another or others in his or their place,
- 6 1 2 appoint one or more persons to be an administrator of the Borrower

- 6 2 Any Receiver shall be the agent of the Borrower which shall be solely responsible for his acts and defaults and the payment of his remuneration
- 6 3 Any Receiver shall subject to any liabilities or restrictions expressed in the deed or instrument appointing him or applicable in law from time to time have all the powers conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on mortgagors mortgagees in possession (but without liability as such) receivers administrative receivers and administrators appointed under those Acts which in the case of joint receivers may be exercised either jointly or severally so far as permitted by law from time to time In addition, but without prejudice to the generality of the foregoing the Receiver shall have power (in the name of the Borrower or otherwise and in such manner and on such terms and conditions as he shall think fit) to
- 6 3 1 take possession of collect and get in all or any part of the property in respect of which he is appointed and for that purpose to take any proceedings,
- 6 3 2 carry on or concur in carrying on the business of the Borrower and to raise money from the Lender or others on the security of any property charged by this Debenture,
- 6 3 3 purchase or acquire any land and purchase, acquire and grant any interest in or right over land,
- 6 3 4 sell or concur in selling let or concur in letting and terminate or accept surrenders of leases or tenancies of any of the property charged by this Debenture and to carry any such transactions into effect,
- 6 3 5 sell, assign let or otherwise dispose of or concur in selling, assigning, letting or otherwise disposing of all or any of the debts and any other property in respect of which he is appointed,
- 6 3 6 make any arrangement or compromise between the Borrower and any other person which he may think expedient,
- 6 3 7 make and effect all repairs improvement and insurances, (h) purchase materials tools equipment goods or supplies,
- 6 3 8 call up any uncalled capital of the Borrower with all the powers conferred by the Articles of Association of the Borrower in relation to calls,
- 6 3 9 employ engage and appoint managers and other employees and professional advisers,
- 6 3 10 do all such other acts and things as may be considered to be incidental or conducive to any other matters or powers aforesaid or to the realisation of the security constituted by this Debenture and which he lawfully may or can do

## **7. APPLICATION OF PROCEEDS**

- 7 1 Any moneys received by the Lender or any Receiver shall subject to the repayment of any claims having priority to the charges created by this Debenture be applied in the following order but without prejudice to the right of the Lender to recover any shortfall from the Borrower

- 7 1 1 in the payment of all costs charges and expenses of and incidental to the appointment of the Receiver and the exercise of all or any of his powers and of all outgoings paid by him,
- 7 1 2 in the payment of the Receiver's remuneration,
- 7 1 3 in or towards the satisfaction of the moneys obligations and liabilities secured by this Debenture in such order as the Lender in its absolute discretion thinks fit,
- 7 1 4 in payment of the surplus (if any) to the person or persons entitled to it
- 7 2 All moneys received recovered or realised by the Lender under this Debenture may be credited at the discretion of the Lender to any suspense or impersonal account and may be held in such account for so long as the Lender shall think fit pending its application from time to time in or towards the discharge of any of the moneys obligations and liabilities secured by this Debenture

## **8 PROTECTION OF THIRD PARTIES**

- 8 1 No person dealing with a Receiver or the Lender shall be concerned to enquire whether any power which he or it is purporting to exercise has become exercisable or whether any money is due under this Debenture or as to the application of any money paid raised or borrowed or as to the propriety or regularity of any sale by or other dealing with such Receiver or the Lender All the protection to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with a Receiver or the Lender

## **9. ENTRY INTO POSSESSION**

- 9 1 1 If the Lender or any Receiver shall enter into possession of the property hereby charged or any part thereof it or he may from time to time and at any time go out of such possession Neither the Lender nor any Receiver shall in any circumstances (either by reason of any entry into or taking of possession of any such property or for any other reason and whether as mortgagee in possession or on any other basis) be liable to account to the Borrower for anything except its or his actual receipts or be liable to the Borrower for any loss or damage arising from any realisation of the property hereby charged or from any act default or omission in relation thereto

## **10. POWER OF ATTORNEY**

- 10 1 The Borrower irrevocably appoints the Lender any Receiver and any person nominated by the Lender jointly and also severally to be the attorney of the Borrower with the power of substitution and in its name and otherwise on its behalf and as its act and deed to sign or execute all deeds instruments and documents which the Lender or any Receiver may require or deem proper for any of the purposes of or which the Borrower ought to do under this Debenture The Borrower agrees to ratify and confirm anything such attorney shall lawfully and properly do

## **11 CURRENCY INDEMNITY**

- 11 1 For the purpose of or pending the discharge of any of the moneys obligations and liabilities secured by this Debenture the Lender may convert any moneys received recovered or realised by the Lender under this Debenture (including the proceeds of any previous conversion) from their existing currency into such other currency as the Lender may think fit and any such conversion shall be effected at the Lender's then prevailing spot selling rate of exchange for such other currency against the existing currency. As a separate and independent obligation the Borrower agrees to indemnify, and hold harmless the Lender against any shortfall between any amount received or recovered by it in respect of any payment due under this Debenture and converted in accordance with the clause into the currency in which such amount was payable and the amount in such currency which was due and payable to the Lender under this Debenture

## **12. PRIOR CHARGES**

- 12 1 If there is any encumbrance over any of the property charged by this Debenture which ranks in priority to this Debenture and any proceedings or steps are taken to exercise or enforce any powers or remedies conferred by such prior encumbrance the Lender or any Receiver appointed under this Debenture in respect of such property may (but without prejudice to any rights the Receiver may have under Section 43 of the Insolvency Act 1986) redeem such prior encumbrance or procure its transfer to itself and may settle and pass the accounts of any prior mortgagee chargee or encumbrancer. Any account so settled and passed shall be conclusive and binding on the Borrower and all the principal interest costs charges and expenses of and incidental to such redemption or transfer shall be secured on the property charged by this Debenture and all the powers conferred by any prior encumbrance upon the encumbrancer or any receiver thereunder shall be exercisable by the Lender or a Receiver in like manner as if the same were expressly included in this Debenture

## **13 FURTHER ASSURANCE**

- 13 1 The Borrower shall at its own cost whenever requested by the Lender immediately execute and sign all such deeds and documents and do all such things as the Lender may require for the purpose of perfecting or more effectively providing security to the Lender for the payment and discharge of the moneys obligations and liabilities secured by this Debenture or to facilitate the realisation of the property and assets mortgaged and charged by this Debenture or the exercise of any rights vested in the Lender or any Receiver

## **14 SET-OFF**

- 14 1 The Lender may at its absolute discretion at any time and without notice to the Borrower combine or consolidate all or any of the Borrower's then existing accounts with and liabilities to the Lender and set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Borrower to the Lender on any other account or in any other respects. The Lender shall notify the Borrower that such a transfer has been made

## **15. COSTS AND INDEMNITY**

- 15 1 All costs and expenses properly incurred by the Lender in relation to this Debenture or the moneys obligations and liabilities hereby secured including for the avoidance of doubt all amounts the Lender may from time to time require to compensate it for its internal management and administrative costs and expenses shall be reimbursed by the Borrower to the Lender on demand on a full indemnity basis and until so reimbursed shall carry interest in accordance with the provisions set out in clause 1 from the date of payment to the date of reimbursement and be secured on the property charged by this Debenture. A certificate signed by the Lender as to the amount of such costs and expenses shall be conclusive and binding upon the Borrower.
- 15 2 The Lender and every Receiver attorney or other person appointed by the Lender under this Debenture and their respective employees shall be entitled to be indemnified on a full indemnity basis out of the property charged by this Debenture in respect of all liabilities and expenses properly incurred by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the powers authorities or discretions vested in them under this Debenture and against all actions proceedings losses costs claims and demands in respect of any matter or thing done or omitted in any way relating to the property charged by this Debenture and the Lender and any such Receiver may retain and pay all sums in respect of the same out of the moneys received under the powers conferred by this Debenture.

## **16. MISCELLANEOUS**

- 16 1 The Lender may without discharging or in any way affecting the security created by this Debenture or any remedy of the Lender grant time or other indulgence or abstain from exercising or enforcing any remedies securities guarantees or other rights which it may now or in the future have from or against the Borrower and may make any arrangement variation or release with any person or persons without prejudice either to this Debenture or the liability of the Borrower for the moneys obligations and liabilities secured by this Debenture.
- 16 2 The Lender shall have a full and unfettered right to assign the whole or any part of the benefit of this Debenture and the expression "the Lender" shall include its successors and assigns and the Lender shall be entitled to disclose any information to any actual or prospective assignee successor or participant (and any reference to "the Bank" in this Debenture shall mean the Lender).
- 16 3 The provisions of this Debenture shall be severable and if at any time any one or more such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be impaired.
- 16 4 The rights and remedies of the Lender provided by this Debenture are cumulative and are not exclusive of any rights powers or remedies provided by law and may be exercised from time to time and as often as the Lender may deem expedient.
- 16 5 Any reference in this Debenture to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.

## **17. NOTICES**

- 17 1 Any demand or notice under this Debenture shall be in writing signed by any duly authorised officer of the Lender and may be served personally on any director or the secretary of the



Borrower or may be sent by post or facsimile or may be delivered to the registered office of the Borrower or its last known place of business. If such demand or notice is sent by post it shall be deemed to have been received on the day following the day on which it was posted and shall be effective notwithstanding that it was not in fact delivered or was returned undelivered. If sent by or facsimile it shall be deemed to have been received (whether or not actually received) at the time of dispatch.

**18 GOVERNING LAW AND JURISDICTION**

- 18.1 This Debenture shall be governed by and construed in accordance with the laws of England and the Borrower irrevocably submits to the non-exclusive jurisdiction of the English Courts.

**IN WITNESS** whereof the Borrower has executed this Debenture as a Deed and the Lender has executed this Debenture the day and year first above written.

**SCHEDULE 1**  
**DETAILS OF IMMOVEABLE PROPERTY**  
**Part A - Registered Land**

(Freehold or leasehold property (if any) in England  
and Wales of which the Chargor is registered as the  
proprietor at H M Land Registry)

County and District/	Description of Property	Title Number
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**Part B - Unregistered Land**

(Freehold or leasehold property (if any) in England  
and Wales title to which is not registered at H M Land Registry  
of which the Chargor is aware)

The freehold/leasehold property known as and comprised in the following title deed(s) or other  
documents(s) of title

Description	Date	Document	Parties
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**SCHEDULE 2**  
**DETAILS OF CHATTELS (CLAUSE 2 1.2b)**

**Description**

**Location**

**SCHEDULE 3**  
**DETAILS OF PATENTS AND TRADEMARKS ETC (CLAUSE 2 1 2f)**

**EXECUTION PAGE**

EXECUTED as a DEED and DELIVERED

**The Borrower Adjizz Limited**

By Adjizz Limited

Print name J W CRESSWELL

Authorised signatory

)  
)  
)  
)  
(Signature above)

Address Suite 4 2 Station Court, Imperial Wharf, London, SW6 2PY

**The Lender Peekaboo Investments Limited**

By Peekaboo Investments Limited

Print name J W CRESSWELL

Authorised signatory

)  
)  
)  
)  
(Signature above)

Address Suite 4 2 Station Court, Imperial Wharf, London, SW6 2PY

All communications to

Fax	01256 765311
Tel	01256 765310
Address	PO Box 7094, Hook, Hampshire, RG27 9YX
Attention	M Castle (Agent)

**ADJIZZ LIMITED**  
(Company number 07798215)

Resolutions of the sole director of Adjizz Limited (the "Company") held at Suite 4, 2 Station Court, Imperial Wharf, London, SW6 2PY on 14 January 2014 at 10 00am

PRESENT	NAME	POSITION
	Jack Cresswell	Director

**1 DOCUMENT CONSIDERED BY THE SOLE DIRECTOR**

There was considered by the sole director the following document


- o A Mortgage Debenture between the Company and Peekaboo Investments Limited (07753476)

**RESOLUTION**

Following consideration of the matters referred to in section 172(1) of the Companies Act 2006, IT WAS RESOLVED that the terms of the Document and the transaction contemplated therein be and are hereby approved and are in accordance with and not in contravention of the Company's articles of association or other constitutional document and that Jack Cresswell be and are hereby authorised to execute the said Document(s) on behalf of the Company

**2 FILING**

Jack Cresswell was instructed to make all necessary and appropriate entries in the books and registers of the Company

  
Sole Director