



Registration of a Charge

Company Name: **EARTHLIGHT LTD**

Company Number: **12181770**



Received for filing in Electronic Format on the: **25/11/2021**

XAHZP441

Details of Charge

Date of creation: **22/11/2021**

Charge code: **1218 1770 0002**

Persons entitled: **ALDERMORE BANK PLC**

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: **KUIT STEINART LEVY LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12181770

Charge code: 1218 1770 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd November 2021 and created by EARTHLIGHT LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th November 2021 .

Given at Companies House, Cardiff on 26th November 2021

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



Companies House



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

Dated 22 ~~December~~ ^{NOVEMBER} 2021
KSLWP

- (1) EARTHLIGHT LTD as Chargor
- (2) ALDERMORE BANK PLC as Bank

DEBENTURE

THIS DEBENTURE is made the

22

day of

November
~~December~~ 2021
KSLUP

BETWEEN:

- (1) **EARTHLIGHT LTD** (registered number 12181770) whose registered office is at 35 Warwick Park, Tunbridge Wells, United Kingdom, TN2 5TA (the "Chargor"); and
- (2) **ALDERMORE BANK PLC** whose registered office is at Apex Plaza, Forbury Road, Reading, RG1 1AX (the "Bank").

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"Assigned Asset" means any assets expressed to be assigned under clause 3.1.3.

"Associated Benefits" means, in respect of any asset:

- (a) all monies including (where relevant) all rent, dividends, distributions, profits, compensation, damages, income or interest paid or payable relating to that asset; and
- (b) all authorisations, rights, benefits, claims or property at any time relating to that asset.

"Book Debts" means all book and other debts, revenues and monetary claims of or owing to, or other amounts recoverable or receivable by, the Chargor and any rights or claims of the Chargor in respect of such debts, revenues and monetary claims.

"Charged Account" means each account listed in Part III of Schedule 1.

"Charged Property" means the assets of the Chargor which from time to time are, or are expressed to be, the subject of any security created by this Deed.

"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and the benefit of all applications and rights to use such assets.

"Insurances" means all contracts or policies of insurance of whatever nature.

"LPA" means the Law of Property Act 1925.

"Mortgage Conditions" means the Aldermore Bank PLC Commercial Mortgage Conditions 2020, together with any updated or revised version, or replacement thereof.

"Offer" means the commercial mortgage offer entered into between the Chargor and the Bank.

"Party" means a party to this Deed.

"Real Property" means:

- (a) all estates or interests in any freehold or leasehold property;
- (b) any buildings, fixtures, fittings, fixed plant or machinery at any time situated on or forming part of that property;
- (c) all easements, rights, agreements and other benefits in respect of that property; and
- (d) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

"Secured Amounts" means all monies which are now or at any time hereafter may be or become due or owing by the Chargor to the Bank on any account whatsoever and all other liabilities, whether actual or contingent, present or future incurred by the Chargor to the Bank (whether in either case due, owing or incurred by the Chargor alone or jointly with any other person and in whatever name, firm or style and whether as principal or as surety), together with interest, fees, costs, expenses and other charges.

"Specified Contracts" means the contracts listed in Part V of Schedule 1.

"Specified Shares" means any shares specified in Part II of Schedule 1.

1.2 Construction

1.2.1 Unless a contrary indication appears, a reference in this Deed to:

- 1.2.1.1 the "Bank", the "Chargor", any "Party" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Finance Documents;**

- 1.2.1.2 an "agreement or instrument" is a reference to that agreement or instrument as amended, novated, supplemented, extended, restated or replaced;
- 1.2.1.3 a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
- 1.2.1.4 a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- 1.2.1.5 a provision of law is a reference to that provision as amended or re-enacted; and
- 1.2.1.6 a time of day is a reference to London time.
- 1.2.2 Section, Clause and Schedule headings are for ease of reference only.
- 1.3 **Third party rights**
A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "Third Parties Act") to enforce or enjoy the benefit of any term of this Deed.
- 2. **COVENANT TO PAY**
- 2.1 The Chargor hereby covenants with the Bank to pay or discharge on demand the Secured Amounts.
- 2.2 In the event of the Bank making such demand the Chargor shall pay interest accruing from the date of the demand on the monies so demanded or on the amount of other liabilities at the rate agreed between the Chargor and the Bank or, in the event of no such rate having been agreed, at a rate determined in accordance with the Bank's usual practice (the rate so agreed or determined to apply after as well as before any judgment), such interest to be paid upon interest payment dates determined by the Bank in accordance with its then usual practice and to be compounded on such payment dates in the event of it not being duly and punctually paid.
- 3. **CHARGE**
- 3.1 The Chargor with full title guarantee and as a continuing security for the Secured Amounts hereby:
 - 3.1.1 charges by way of first legal mortgage:
 - 3.1.1.1 all its Real Property described in Part 1 of Schedule I (if any);
 - 3.1.1.2 all its other Real Property owned by it at the date of this Deed;
 - 3.1.2 charges by way of first fixed charge:
 - 3.1.2.1 to the extent not effectively mortgaged under clause 3.1.1, all its Real Property as at the date of this Deed;
 - 3.1.2.2 all its Real Property acquired after the date of this Deed;
 - 3.1.2.3 all its Specified Shares (if any);
 - 3.1.2.4 all its:
 - (a) Charged Accounts (if any); and
 - (b) any other bank accounts of the Chargor, in each case maintained with the Bank and all monies (including interest) at any time standing to the credit of such account;
 - 3.1.2.5 all its plant and machinery, vehicles, computers and other equipment, excluding stock in trade, to the extent not otherwise effectively mortgaged or charged under this Deed;
 - 3.1.2.6 all its Book Debts, to the extent not effectively assigned under clause 3.1.3;
 - 3.1.2.7 all its Intellectual Property, to the extent not effectively assigned under clause 3.1.3;
 - 3.1.2.8 all its goodwill and uncalled capital;
 - 3.1.2.9 all rights, benefits and interests under each agreement to which it is party and any agreement in, under or to which it has any rights by virtue of the Third Parties Act;
 - 3.1.2.10 to the extent that any Assigned Asset is incapable for any reason of being assigned or is not effectively assigned in each case under clause 3.1.3, each Assigned Asset; and
 - 3.1.2.11 all Associated Benefits relating to any of the Charged Property;
 - 3.1.3 assigns by way of security:
 - 3.1.3.1 all its accounts maintained with any bank, financial institution or other person (other than the Bank) including all monies (including interest) at any time standing to the credit of such account;
 - 3.1.3.2 all its Insurances; and
 - 3.1.3.3 all its Specified Contracts (if any),
 in each case together with all Associated Benefits relating to such Assigned Asset;
 - 3.1.4 charges by way of floating charge, all its property, assets and undertaking not at any time effectively mortgaged or charged under this Deed.
- 3.2 Paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies to any security created by this Deed.
- 3.3 The security from time to time constituted by or pursuant to this Deed shall be in addition to, is not in any way prejudiced by, and shall be independent of every bill, note, guarantee, mortgage or other security which the Bank may at any time hold for any of the Secured Amounts and it is hereby declared that no prior security held by the Bank shall merge in the security created hereby or pursuant hereto.
- 3.4 The security created by this Deed is continuing security for the payment and discharge of the Secured Amounts. The provisions of this Deed will apply at all times:
 - 3.4.1 regardless of the date on which any of the Secured Amounts were incurred;
 - 3.4.2 notwithstanding any intermediate payment or discharge; and

- 3.4.3 in respect of the full amount of the Secured Amounts at the relevant time even if the amount of the Secured Amounts had previously been less than that amount or had been nil at any time.

4. RESTRICTIONS ON SECURITIES AND DISPOSALS

The Chargor shall not without the prior written consent of the Bank:

- 4.1 create, extend or permit to subsist any mortgage or other fixed security, floating charge, pledge or lien (other than the lien arising by operation of law) or other security interest of any kind, whether in any such case ranking in priority to or pari passu with or after the fixed and floating charges created by the Chargor under clause 3.1 above or any other security of the Bank created pursuant to this Deed; or
- 4.2 sell, transfer, lease, lend or otherwise dispose of, whether by means of one or a series of transactions related or not and whether at one time or over a period of time, the whole or any part of the Chargor's undertaking or (save in the normal course of trading) of its assets, or enter into any agreement for any such sale, transfer, lease, loan or other disposal.

5. PERFECTION OF THE BANK'S SECURITY

- 5.1 The Chargor shall from time to time, whensoever requested by the Bank and at the Chargor's cost, execute in favour of the Bank or as it may direct, such further or other legal assignments, transfers, mortgages, legal or other charges or securities as in such case the Bank shall stipulate over the Chargor's property or assets or effectively providing security to the Bank for the payment or discharge of the monies and liabilities hereby secured.
- 5.2 Unless the same shall be held by, or be required or be delivered to, any holder of the security ranking in priority to that of the Bank, the Chargor shall upon the execution of this Deed (or upon becoming possessed thereof at any time thereafter) deposit with the Bank all deeds, certificates and other documents constituting or evidencing title to the Charged Property.

6. ACTION BY THE BANK TO PROTECT ITS SECURITY

- 6.1 The Bank shall be entitled at any time by notice in writing to the Chargor to convert the floating charge created by clause 3.1.3 above into a fixed charge as affecting all the property and assets which for the time being are subject to such floating charge or, as the case may be, such of the said property and assets as are specified by such notice.
- 6.2 If at any time it shall appear to the Bank that any part of the Charged Property shall be in danger of seizure, distress or other legal process, or that the Bank's security thereover shall for any reason be in jeopardy, the Bank shall be entitled without notice to the Chargor to take possession of and hold the same or to appoint a receiver thereof. The provisions of clause 10 below shall govern the appointment, removal and powers of a receiver appointed under this clause as if he were a receiver appointed under that clause.

7. INSURANCE

- 7.1 The Chargor shall at its own expense insure and keep insured the Charged Property with insurers previously approved by the Bank in writing against such risks and contingencies and for such amounts as the Bank shall from time to time request with the interest of the Bank noted on the policy and with the policy containing such provisions for the protection of the Bank as the Bank may reasonably require to avoid the interest of the Bank being prejudiced by any act of the Chargor or of any occupier and maintain such other insurance policies (with the interest of the Bank noted thereon) containing like provisions for the protection of the Bank as are normally maintained by prudent companies carrying on similar businesses and duly pay all premiums and other monies necessary for effecting and keeping up such insurances.
- 7.2 The Chargor shall produce to the Bank the policies of such insurance and proof of such payments failing which the Bank may take out or renew such insurances in any sum which the Bank may think expedient and all monies expended by the Bank under this provision shall be reimbursed by the Chargor on demand and bear interest as provided in clause 2.2 above.
- 7.3 All policies of insurance and all monies payable thereunder (whether or not in pursuance of the obligations hereunder) are hereby charged by way of fixed charge to and shall be paid to the Bank (or if not paid by the insurers directly to the Bank held on trust for the Bank) and shall at the option of the Bank be applied in replacing restoring or reinstating the property or assets destroyed damaged or lost (any deficiency being made good by the Chargor) or in reduction of the monies obligations and liabilities hereby secured.

8. UNDERTAKINGS BY THE CHARGOR

- 8.1 The Chargor hereby undertakes with the Bank that the Chargor will at all times while there shall subsist any security constituted by or pursuant to this Deed:
- 8.1.1 provide the Bank, its employees, professional advisers and agents with all such information respecting the Chargor's business and affairs as the Bank may from time to time require;
- 8.1.2 punctually pay or cause to be paid all rents, rates, taxes, duties, assessments and other outgoings payable in respect of the Charged Property or any part thereof;
- 8.1.3 keep all buildings, trade and other fixtures, fixed and other plant and machinery forming part of the Charged Property in good and substantial repair and permit the Bank, its officers, employees and agents free access at all reasonable times to view the state and condition of the forgoing without becoming liable to account as mortgagee in possession;
- 8.1.4 observe and perform the covenants reserved by or contained in any lease, agreement for lease or tenancy agreement under which any part of the Charged Property may be held and neither take any step nor omit to take any step whatsoever if in consequence of the taking or omission to take such step such lease, agreement for lease or tenancy agreement may be surrendered or forfeited or the rent thereunder may be increased;
- 8.1.5 observe and perform all restrictive and other covenants and stipulations for the time being affecting any part of the Charged Property or the use or the enjoyment of the same or any part thereof;
- 8.1.6 not without the prior written consent of the Bank confer on any other person any right or licence to occupy any land or buildings forming part of the Charged Property or any licence to assign or sub-let any part of the Charged Property;
- 8.1.7 indemnify the Bank (and as a separate covenant any Receiver or Receivers appointed by it) against all existing and future rents, taxes, duties, fees, renewal fees, charges, assessments, impositions and outgoings whatsoever (whether imposed by deed or statute or otherwise and whether in the nature of capital or revenue

and even though of a wholly novel character) which now or at any time during the continuance of the security constituted by or pursuant to this Deed are payable in respect of the Charged Property or any part thereof or by the owner or occupier thereof.

8.2 If any such sums as are referred to in clause 8.1.7 above shall be paid by the Bank (or any such Receiver or Receivers) the same shall be repaid by the Chargor on demand with interest as provided in clause 2.2 above from the time or respective times of the same having been paid.

8.3 The Chargor shall serve notice of each charge or assignment created under this Deed in respect of:

8.3.1 each of its accounts charged under clause 3.1.2 or assigned under clause 3.1.3, by sending a notice substantially in the form of:

8.3.1.1 Part I of Schedule 2 in the case of any account in respect of which the Bank has sole signing rights; and

8.3.1.2 Part II of Schedule 2, in the case of any account in respect of which the Bank does not have sole signing rights;

8.3.2 to the person with whom that account is held, in each case on the date of this Deed (in the case of any account existing on the date of this Deed) and on the date of opening any other account (in the case of any account opened after the date of this Deed);

8.3.3 each of its Insurances by sending a notice substantially in the form of Part III of Schedule 2 to the relevant insurer, on the date of this Deed (for any Insurance existing on the date of this Deed) and on the date of entry into any other Insurances (in the case of any Insurances entered into after the date of this Deed); and

8.3.4 each Specified Contract, by sending a notice substantially in the form of Part IV of Schedule 2 to each counterparty to that Specified Contract, on the date of this Deed.

8.4 The Chargor shall use all reasonable endeavours to procure that each notice served by it under clause 8.3 is acknowledged by the recipient in the form attached to such notice within 5 Business Days of service of the notice.

9. RIGHTS OF ENFORCEMENT

9.1 Secured Amounts deemed payable

For the purposes of all rights and powers implied by statute, the Secured Amounts are due and payable on the date of this Deed.

9.2 When security enforceable

The security created by this Deed is enforceable at any time after the Secured Amounts have become due and payable.

9.3 Enforcement powers

At any time (a) when the security created by this Deed is enforceable or (b) following a request by the Chargor, the Bank may, without further notice:

9.3.1 sell, appropriate, realise or transfer, including to itself or to any person, all or any part of the Charged Property;

9.3.2 appoint one or more persons to be a Receiver of all or any part of the Charged Property;

9.3.3 appoint an administrator of the Chargor;

9.3.4 exercise any of the powers, authorities and discretions conferred on mortgagees, administrators or receivers, under the LPA, the Insolvency Act 1986, any other legislation or regulation or under this Deed; and

9.3.5 take such further action as it sees fit to enforce all or any part of the security created by this Deed.

9.4 Rights in relation to a Receiver

The Bank may remove any Receiver appointed under this Deed, appoint another person as Receiver or appoint additional Receivers. Each Receiver will be deemed to be the agent of the Chargor who alone will be responsible for the acts and defaults of the Receiver and for any liabilities incurred by the Receiver. The Bank may fix the remuneration of a Receiver which will be payable by the Chargor and form part of the Secured Amounts.

9.5 Redemption of prior security

Where there is any security created over any of the Charged Property which ranks in priority to the security created by this Deed and:

9.5.1 the security created by this Deed becomes enforceable; and

9.5.2 the holder of such other security takes any steps to enforce that security,

the Bank or any Receiver may, at its sole discretion and at the cost and expense of the Chargor, redeem, take a transfer of and repay the indebtedness secured by such other security. All amounts paid by the Bank or a Receiver under this Clause will form part of the Secured Amounts.

9.6 Financial collateral

To the extent that any of the assets mortgaged, charged or assigned under this Deed constitute "financial collateral" and this Deed constitutes a "financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003) (the "FC Regulations") the Bank will have the right at any time when such security is enforceable to appropriate all or any part of that financial collateral in such manner as it sees fit in or towards the satisfaction of the Secured Amounts.

9.6.1 Where any financial collateral is appropriated, its value shall be:

9.6.1.1 in the case of cash, its face value at the time of the appropriation;

9.6.1.2 if the financial collateral is listed or traded on a recognised exchange, the value at which it could have been sold on that exchange at the time of appropriation; and

9.6.1.3 in any other case, the amount reasonably determined by the Bank by such process as it may select, including independent valuation,

and the Chargor agrees that the method of valuation provided for in this Clause 9.6.1 is commercially reasonable for the purposes of the FC Regulations.

9.7 Demands

Any demand for payment made by the Bank shall be valid and effective even if it contains no statement of the relevant Secured Amounts or an inaccurate or incomplete statement of them.

10. POWERS OF A RECEIVER

- General powers**
- 10.1 Any Receiver will have:
- 10.1.1 the rights, powers, privileges and immunities conferred on receivers, receivers and managers and mortgagees in possession under the LPA;
- 10.1.2 the rights, powers, privileges and immunities conferred on administrative receivers (whether or not that Receiver is an administrative receiver) under Schedule 1 of the Insolvency Act 1986; and
- 10.1.3 all other rights, powers, privileges and immunities conferred by law or regulation on receivers, receivers and managers, mortgagees in possession and administrative receivers.
- Specific powers**
- 10.2 The rights, powers and remedies provided in this Deed are in addition to any rights powers and remedies under law or regulation. Any Receiver will have the following additional powers:
- 10.2.1 the power to do or omit to do anything which the Chargor could do or omit to do in relation to the Charged Property which is the subject of the appointment;
- 10.2.2 the power to do all other acts and things which the Receiver may consider desirable or necessary for realising any of the Charged Property or incidental or conducive to any of the rights, powers and discretions conferred on a Receiver under this Deed or by law or regulation; and
- 10.2.3 the power to use the Chargor's name for all the above purposes.
- Variation of statutory powers**
- 10.3 The following statutory provisions do not apply to this Deed or any security created by this Deed:
- 10.3.1 the restriction on the consolidation of mortgages in section 93 of the LPA;
- 10.3.2 the restrictions on the power to grant or accept the surrender of leases in sections 99 and 100 of the LPA;
- 10.3.3 the conditions to the exercise of a power of sale in section 103 of the LPA;
- 10.3.4 the restrictions on the application of proceeds by a mortgagee or receiver in sections 105, 107(2) and 109(8) of the LPA; and
- 10.3.5 the restrictions on the appointment of a receiver in section 109(1) of the LPA and the provisions regarding a receiver's remuneration in section 109(6) of the LPA.
- 11. POWER OF ATTORNEY**
- The Chargor by way of security hereby irrevocably appoints the Bank and the persons deriving title under it and separately any Receiver appointed hereunder severally to be its attorney in its name and on its behalf and as its act and deed or otherwise to execute and complete any documents which the Bank may require for perfecting its title to or for vesting the Charged Property both present and future in the Bank or its nominees or in any purchaser and otherwise generally to sign seal deliver and otherwise perfect any such legal assignment, transfer, mortgage, legal or other charge or security referred to in clause 5.1 and all such deeds and documents and to do all such acts and things as may be required for the full exercise of the powers hereby conferred including any sale lease disposition realisation or getting in of the Charged Property.
- 12. PROTECTION OF PURCHASERS**
- No purchaser or other person dealing with the Bank or its delegate or any Receiver appointed hereunder shall be bound to see or inquire whether the right of the Bank or such Receiver to exercise any of its or his powers has arisen or become exercisable or be concerned with notice to the contrary, or be concerned to see whether any such delegation by the Bank shall have lapsed for any reason or been revoked.
- 13. SUBSEQUENT CHARGES**
- If the Bank shall at any time receive notice of any subsequent mortgage, charge, assignment, hypothecation, pledge, lien or other like interest, matter, event or transaction affecting the Charged Property or any part of it, the Bank may open a new account or accounts for the Chargor in its books. If the Bank does not in fact open any such new account then, unless it gives express written notice to the Chargor to the contrary, the Bank shall be treated as if it had in fact opened such account or accounts at the time when it received such notice. As from that time and unless such express written notice shall be given to the Chargor, all payments by or on behalf of the Chargor to the Bank shall (in the absence of any express contrary appropriation by the Chargor) be credited, or treated as having been credited, to a new account of the Chargor and not as having been applied in reduction of the Chargor's indebtedness and other liabilities to the Bank at the time when the Bank received such notice.
- 14. CONSOLIDATION OF ACCOUNTS AND SET-OFF**
- In addition to any general lien or similar right to which it may be entitled by operation of law, the Bank shall have the right at any time and without notice to the Chargor (as well before as after making any demand hereunder) to combine or consolidate all or any of the Chargor's then existing accounts with and liabilities to the Bank and to set-off or transfer any sum or sums standing to the credit of any one or more of such accounts in towards satisfaction of any of the liabilities of the Chargor to the Bank on any other account in any other aspect.
- 15. SUSPENSE ACCOUNT**
- All monies received, recovered or realised by the Bank under this Deed (including the proceeds of any conversion of currency) may in the discretion of the Bank be credited to any suspense or impersonal account and may be held in such account for so long as the Bank may think fit (with interest accruing thereon at such rate, if any, as the Bank may deem fit) pending their application from time to time (as the Bank shall be entitled to do in its discretion) in or towards the discharge of any of the monies and liabilities hereby secured.
- 16. NOTICES**
- Any notice or demand served on the Chargor by the Bank hereunder may be served on any one of the officers of the Chargor personally, or by letter addressed to the Chargor or to all or any one of its officers and left at its registered office or at any one of its principal places of business, or by posting the same by letter, addressed in any such manner as above-mentioned, to such registered office or address or any such principal place of business. Any notice or demand sent by post shall be deemed to have been served on the Chargor at 10 a.m. on the business day next following the date of posting. In proving such service by post it shall be sufficient to show that the letter containing the notice or demand was properly addressed and posted, and a notice on demand so addressed and posted shall be effective notwithstanding that it was not in fact delivered or was returned undelivered.
- 17. THE BANK'S REMEDIES**

- 17.1 The Bank may at any time or times without discharging or in any way affecting the security created by or pursuant to this Deed or any remedy of the Bank in respect of such security grant to the Chargor time or indulgence or abstain from asserting, calling, exercising or enforcing any remedies, securities, guarantees or other rights which it may now or hereafter have from or against the Chargor.
- 17.2 Any receipt release or discharge of the security provided by, or of any liability arising under, this Deed shall not release or discharge the Chargor from any liability to the Bank for the same or any other monies which may exist independently of this Deed.
- 17.3 The Bank may in its discretion grant time or other indulgence, or make any other arrangement variation or release with, any person or persons not party hereto (whether or not such person or persons are jointly liable with the Chargor) in respect of any of the monies and liabilities hereby secured or of any other security therefor or guarantee in respect thereof without prejudice either to the security constituted by or pursuant to this Deed or to the liability of the Chargor for the monies and liabilities hereby secured or the exercise by the Bank of any rights, remedies and privileges conferred upon it by this Deed.
- 17.4 No failure on the part of the Bank to exercise, or delay on its part in exercising, any of the rights, powers and remedies provided by this Deed or by law (collectively "the Bank's Rights") shall operate as a waiver thereof, nor shall any single or partial waiver of any of the Bank's Rights preclude any further or other exercise of that one of the Bank's Rights concerned or the exercise of any other of the Bank's Rights.
- 17.5 All the costs charges and expenses of the Bank incurred by the Bank in relation to this Deed or the monies and liabilities hereby secured (including, without limitation, the costs, charges and expenses incurred in the bringing of this Deed into effect or in the exercise of any of the rights, remedies and powers conferred on the Bank hereby or in the perfection or enforcement or attempted enforcement of the security constituted hereby or pursuant hereto or in the perfection or enforcement of any other security for or guarantee in respect of the monies and liabilities hereby secured) shall be reimbursed by the Chargor to the Bank on demand on a full indemnity basis. Until so reimbursed the same shall carry interest as mentioned in clause 2.2 above accruing from the date of the same being incurred by the Bank.
- 17.6 If the Bank or any Receiver shall enter into possession of the Charged Property or any part of it or he may from time to time and at any time go out of such possession neither the Bank nor any Receiver shall in any circumstances be liable to account to the Chargor for anything except its or his actual receipts or be liable to the Chargor for any loss or damage arising from any realisation of the Charged Property or any part of it or any act default or omission in relation to the Charged Property or any part of it.
- 17.7 The Bank may exercise in the name of the Chargor or otherwise at any time after the security created by this Deed has become enforceable and without any further consent or authority on the part of the Chargor in respect of any securities referred to in clause 3.1.2.6 any voting rights and all powers given to trustees by Sections 10(3) and (4) of the Trustee Act 1925 (as amended by Section 9 of the Trustee Investments Act 1961) in respect of securities or property subject to a trust and any powers or rights which may be exercisable by the person in whose name any of the said securities is registered or by the bearer thereof.
- 17.8 At any time after the security created by this Deed has become enforceable or if requested by the Chargor the Bank may without further notice and without first appointing a Receiver exercise all or any of the powers conferred on mortgagees by the Law of Property Act 1925 as varied or extended by this Deed and all the powers authorities and discretions conferred expressly or by implication on any Receiver in this Deed or conferred by statute or common law.
- 17.9 It shall be lawful for the Bank or any Receiver at any time to exercise for and on behalf of the Chargor any or all of the powers conferred on a landlord or tenant by the Landlord and Tenant Acts 1927 and 1954 in respect of the Charged Property but without any obligation to exercise any of such powers and without any liability for powers so exercised and the Chargor hereby covenants with the Bank that it will promptly deliver to the Bank all notices served on the Chargor in respect of the Charged Property under the said Acts.
18. **PROVISIONS SEVERABLE**
Every provision contained in this Deed shall be severable and distinct from every other provision and if at any time any one or more provision is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected.
19. **ASSIGNMENT**
The Bank shall have a full and unfettered right to assign the whole or any part of the benefit of this Deed and the expression "the Bank" wherever used herein shall be deemed to include the assignees and other successors, whether immediate or derivative, of the Bank, who shall be entitled to enforce and proceed upon this Deed in the same manner as if named herein. The Bank shall be entitled to disclose any information concerning the Chargor to any such assignee or other successor or any participant or proposed assignee, successor or participant and to the advisers of all such persons.
20. **COUNTERPARTS**
This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.
21. **GOVERNING LAW**
This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.
22. **ENFORCEMENT**
- 22.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) and any non-contractual obligations arising out of or in connection with it (a "Dispute").
- 22.2 The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Deed will argue to the contrary.

22.3 This Clause 22 is for the benefit of the Bank only. As a result, the Bank will not be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, the Bank may take concurrent proceedings in any number of jurisdictions.

THIS DOCUMENT is executed as a deed and delivered on the date stated at the beginning of this Deed.

SCHEDULE 1

Part I Real Property

Address/description of the Real Property	Title Number
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Part II Shares

Name of company whose shares are held	Company number of company whose shares are held	Number and class of shares
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Part III Charged Accounts

Name or designation of bank account	Account number	Name of institution and branch at which account held
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Part IV Insurances

Brief description of policy, including policy number	Date of policy	Insurance company or underwriter (Including address for service of notices)
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Part V Specified Contracts

Brief description of agreement	Date of agreement	Parties to agreement (Including address for service of notices)
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Schedule 2
Notices

Part I
Form of notice relating to assigned accounts
(Bank has sole signing rights)

To: (the "Account Bank")
Dated:
Dear Sirs,

Notice of security

1. We give you notice that, under a debenture dated we have to Aldermore Bank PLC (the "Bank") all our present and future rights, title and interest in, under and to each account listed below (each an "Account"), including all monies (including interest) at any time standing to the credit of such accounts:

Name of designation of bank account	Account number	Name of institution and branch at which account held
-------------------------------------	----------------	--

2. We may not withdraw or attempt to withdraw any amounts from any Account without the prior written consent of the Bank.
3. With effect from the date of this notice, we irrevocably and unconditionally authorise and instruct you:
3.1 to hold all monies from time to time standing to the credit of each Account to the order of the Bank and accordingly to pay all or any part of those monies to the Bank (or as it may direct) promptly following receipt of written instructions from the Bank;
3.2 to disclose to the Bank such information relating to us and each Account as the Bank may from time to time reasonably request, including granting the Bank access to our online account details and providing copies of all statements, in electronic or paper form; and
3.3 to accept any instructions from the Bank to change the signatories on the relevant account mandates to persons specified by the Bank.
4. This notice and the authorities and instructions it contains may only be revoked or amended with the prior written consent of the Bank.
5. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.
6. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Bank (with a copy to us).

Yours faithfully,

.....
for and on behalf of

To be included on copy notice:

To: Aldermore Bank PLC, Apex Plaza, Forbury Road, Reading, RG1 1AX.
Copy to:
Dated:

Dear Sirs

Acknowledgement of notice of security

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any other assignment of or charge over any Account and will promptly notify you if we receive any such notice in the future;
2. will comply with the terms of the notice set out above; and
3. will not claim or exercise any right of set-off, counterclaim, lien or right to combine accounts or any other similar right in relation to the monies standing to the credit of any Account.

Yours faithfully,

.....
for and on behalf of

Part II
Form of notice relating to assigned accounts
(Bank does not have sole signing rights)

To: (the "Account Bank")

Dated:

Dear Sirs,

Notice of security

1. We give you notice that, under a debenture dated we have to Aldermore Bank PLC (the "Bank") all our present and future rights, title and interest in, under and to each account listed below (each an "Account") including all monies (including interest) at any time standing to the credit of such Accounts.

Name of designation of bank account

Account number

Name of institution and branch at which
account held

2. We may continue to operate each Account unless and until the Bank notifies you in writing to the contrary. With effect from the date of such notification, we may not withdraw any further monies from any Account without the prior written consent of the Bank to each withdrawal.

3. We therefore irrevocably and unconditionally authorise and instruct you:

- 3.1 with effect from the date of this notice, to disclose to the Bank such information relating to us and each Account as the Bank may from time to time reasonably request, including granting the Bank access to our online account details and providing copies of all statements, in electronic or paper form; and

- 3.2 with effect from the date of the notification described in paragraph 2 above:

3.2.1 to hold all monies from time to time standing to the credit of each Account to the order of the Bank and accordingly to pay all or any part of those monies to the Bank (or as it may direct) promptly following receipt of written instructions from the Bank;

3.2.2 to accept any instructions from the Bank to change the signatories on the relevant account mandates to persons specified by the Bank.

4. This notice and any authority and instructions it contains may only be revoked or amended with the prior written consent of the Bank.

5. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

6. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Bank (with a copy to us).

Yours faithfully,

.....
for and on behalf of

To: Aldermore Bank PLC, Apex Plaza, Forbury Road, Reading, RG1 1AX.

Copy to:

Dated:

Dear Sirs

Acknowledgement of notice of security

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any other assignment of or charge over any Account and will promptly notify you if we receive any such notice in the future;
2. will comply with the terms of the notice; and
3. will not claim or exercise any right of set-off, counterclaim, lien or right to combine accounts or any other similar right in relation to the monies standing to the credit of any Account.

Yours faithfully,

.....
for and on behalf of

Part III
Form of notice relating to insurances

To:

Dated:

Dear Sirs,

Notice of security

1. We refer to , policy number between us and you (the "Policy").
2. We give you notice that, under a debenture dated , we have assigned by way of security to Aldermore Bank PLC (the "Bank") all of our present and future rights, title and interest in, under and to the Policy and all proceeds and claims arising from the Policy.
3. We may not agree to amend or terminate the Policy, without the prior written consent of the Bank.
4. Until you receive written notice to the contrary from the Bank, you may continue to deal with us in relation to the Policy. After you receive such notice, we will cease to have any right to deal with you in relation to the Policy and you must deal directly with or upon the written instructions of the Bank.
5. We effect from the date of this notice, we irrevocably and unconditionally authorise and instruct you:
 - 5.1 to disclose such information relating to the Policy and to give such acknowledgements and undertakings relating to the Policy as the Bank may from time to time reasonably request; and
 - 5.2 to make all payments under or in connection with the Policy as directed by the Bank.
6. This notice and the authority and instructions it contains may only be revoked or amended with the written consent of the Bank.
7. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.
8. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Bank (with a copy to us).

Yours faithfully,

For and on behalf of

To: Aldermore Bank PLC, Apex Plaza, Forbury Road, Reading, RG1 1AX.

Copy to:

Dated:

Dear Sirs

Acknowledgement of notice of security

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any previous assignment of the Policy and will promptly notify you if we receive any such notice in the future;
2. will comply with the terms of the notice; and
3. will not claim or exercise any right of set-off, counterclaim or other right in relation to amounts payable in connection with the Policy.

Yours faithfully,

for and on behalf of

Part IV
Form of notice relating to Specified Contracts

To:

Dated:

Dear Sirs,

Notice of security

1. We refer to dated between us and you (the "Agreement").
2. We give you notice that, under a debenture dated we have assigned to Aldermore Bank PLC (the "Bank"), all of our present and future rights, title and interest in, under and to the Agreement.
3. We may not, without the prior consent of the Bank:
 - 3.1 agree to any amendment, supplement, extension, waiver, surrender, release or termination of the Agreement;
 - 3.2 consent to any assignment or transfer of your interest under the Agreement; or
 - 3.3 assign any of our rights or transfer any of our rights or obligations under the Agreement.
4. Until you receive written notice to the contrary from the Bank, you may continue to deal with us in relation to the Agreement. After you receive such notice, we will cease to have any right to deal with you in relation to the Agreement and you must deal directly with or upon the written instructions of the Bank. We will remain liable to perform all our obligations under the Agreement and the Bank is under no obligation of any kind under the Agreement and assumes no liability in the event of any failure by us to perform our obligations under the Agreement.
5. With effect from the date of this notice, we irrevocably and unconditionally authorise and instruct you:
 - 5.1 to disclose such information relating to the Agreement and to give such acknowledgements and undertakings relating to the Agreement as the Bank may from time to time request; and
 - 5.2 to pay all amounts under or in connection with the Agreement to the account with (account number and sort code), unless otherwise directed by the Bank.
6. This notice and the authority and instructions it contains may only be revoked or amended with the written consent of the Bank.
7. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.
8. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Bank (with a copy to us).

Yours faithfully,

.....
For and on behalf of

To: Aldermore Bank PLC, Apex Plaza, Forbury Road, Reading, RG1 1AX.

Copy to:

Dated:

Dear Sirs

Acknowledgement of notice of security

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any previous assignment of or charge over the Agreement and will promptly notify you if we receive any such notice in the future; and
2. will comply with the terms of the notice; and
3. will not claim or exercise any right of set-off or counterclaim or any other similar right in relation to amounts payable in connection with the Agreement.

Yours faithfully,

.....
for and on behalf of

EXECUTED as a deed by
EARTHLIGHT LTD,
acting by one director in the presence of:

Director

Name: JASON ROLF

Witness signature:

Witness name:

Witness address:

M Wintersgill

MATTHEW WILLIAM WINTERSGILL

29 WARWICK PARK TWYBRIDGE WELLS TN2 5TA.

EXECUTED as a deed by
ALDERMORE BANK PLC
acting by:-

Its duly authorised attorney

In the presence of:-

Witness signature:

Witness name:

Witness address: