

MR01

Particulars of a charge

126955/13
Oyez

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
must be scanned and placed on the public record



A285Z1RD

A07

11/05/2013

#158

COMPANIES HOUSE

1 Company details

Company number 00702784
Company name in full Davies's Wallpapers Limited

18

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 03/05/2013

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 Avon Energy Limited (Company number: 4893446)

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

MR01

Particulars of a charge

4

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

10-12 Pentrebane Street, Caerphilly, CF83 1FR being the freehold land registered at the Land Registry with title numbers WA727402 and CYM521940

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

MR01

Particulars of a charge

8

Trustee statement ¹

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X *LeWille Stannard* 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

Marcus Blick

Company name

The Wilkes Partnership LLP

Address

41 Church Street

Birmingham

Post town

County/Region

Postcode

B

3

2

R

T

Country

DX

BIRMINGHAM - 13047

Telephone

0121 233 4333



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



DX

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 702784

Charge code: 0070 2784 0018

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd May 2013 and created by DAVIES'S WALLPAPERS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th May 2013.

Given at Companies House, Cardiff on 17th May 2013



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

DATED 5th May 2013

(1) DAVIES'S WALLPAPERS LIMITED

-and-

(2) AVON ENERGY LIMITED

(3) LUTTRELL HOMES (PEMBROKE) LIMITED

LEGAL CHARGE

Relating to 10-12 PENTREBANE STREET, CAERPHILLY, CF83 1FR

**WE HEREBY CERTIFY THIS TO BE
A TRUE COPY OF THE ORIGINAL**

**THE WILKES PARTNERSHIP
41 CHURCH STREET
BIRMINGHAM B3 2RT**

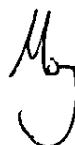
the Wilkes



Partnership
Solicitors

41 Church Street Birmingham B3 2RT
Tel 0121 233 4333 Fax 0121 233 4546 DX 13047
Email law@wilkes.co.uk Web www.wilkes.co.uk
Ref mfb/mw/71798.3

THIS LEGAL CHARGE is dated



2013

BETWEEN.

- (1) **AVON ENERGY LIMITED** a company incorporated in England and Wales with company number 4893446 whose registered office is situate at 63 Heathfields, Downend, Bristol, BS16 6HT (the "Lender"), and
- (2) **DAVIES'S WALLPAPERS LIMITED** (company registration number 00702784) whose registered office is at 60 Beaufort Street, Brynmawr, Ebbw Vale, Blaenau Gwent NP23 4AE (the "Company")
- (3) **LUTTRELL HOMES (PEMBROKE) LIMITED** (Company registration Number 08175363) whose registered office is at 1 George Street Snow Hill Wolverhampton WV2 4DG (the "Borrower")

NOW THIS DEED WITNESSES and it is agreed and declared as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Charge:

"Business Day" means any day (other than Saturday) on which clearing banks are open for normal banking business in sterling in the City of London,

"Charge" means this legal charge and includes any instrument supplemental to or which is expressed to be collateral or entered into pursuant to, or in accordance with the terms of this legal charge.

"Charged Property" means the property, assets, debts, rights and undertaking charged to the Lender by this Charge and includes any part thereof or interest therein.

"Encumbrance" means any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, preferential right or trust arrangement or other encumbrance security agreement or arrangement of any kind or any right conferring a priority of payment

Environment: the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media

Environmental Law: all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures,

judgments and decisions of any court or tribunal, codes of practice and guidance notes insofar as they relate to or apply to the Environment.

Environmental Licence: any authorisation, permit or licence necessary under Environmental Law in respect of any of the Charged Property

Event of Default: has the meaning given to that expression in the Facility Agreement

“Expenses” means all interest, commission, fees and legal and other costs, charges and expenses which the Company or any Receiver may charge or incur in relation to the preparation, negotiation and creation of this Charge and/or in relation to the Charged Property and/or breach of any provision of and the protection, realisation or enforcement of this Charge, in each case on a full indemnity basis.

“Full Title Guarantee” has the meaning ascribed by the Law of Property (Miscellaneous Provisions) Act 1994

Insurance Policy: each contract or policy of insurance effected or maintained from time to time in respect of the Property

“Interest Rate” is 36%

“Loan Agreement” means an agreement of even date made between the Lender, Luttrell Homes Pembroke Limited (the Borrower), and the Company for the loan by the Lender to the Borrower of the principal sum of £158, 812.60 £.

“Property” means the freehold leasehold or immovable property referred to in Schedule 1 and any part or parts of it and including all rights attached or appurtenant to it and all buildings, fixtures, fittings, plant and machinery from time to time situate on it

“Receiver” means an administrative receiver, receiver and/or manager and any substitute for any such person and whether appointed under this Charge or pursuant to any statute or otherwise

“Secured Liabilities” shall mean all monies and liabilities (whether present or future, actual or contingent) now or at any time or times hereafter due or owing or incurred by the Borrower to the Lender .

1 2 **Interpretation**

In this Charge

- (a) the expressions “Company” and “Lender”, where the context admits, include their respective successors in title and assigns,

- (b) Clause headings are for ease of reference only and are not to affect the interpretation of this Charge,
- (c) words importing the singular are to include the plural and vice versa,
- (d) "including" shall not be construed as limiting the generality of the words preceding it,
- (e) any reference in this Charge 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

1.3 **Nature of security over real property**

A reference in this deed to a **charge or mortgage of or over the Property** includes

- (a) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery which are situated on or form part of the Property at any time;
- (b) the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property,
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Company in respect of the Property and any monies paid or payable in respect of those covenants, and
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of the Property

1.4 **Law of Property (Miscellaneous Provisions) Act 1989**

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Loan Agreement are incorporated into this deed

2 **COVENANT TO PAY**

- 2.1 The Borrower hereby covenants with the Lender that it will on such date or dates as provided by clause 2.2 pay and discharge the Secured Liabilities
- 2.2 The Secured Liabilities shall be repaid or discharged by the Borrower on receipt of demand in writing by the Lender

3. **SECURITY**

3 1 The Company charges to the Lender with Full Title Guarantee and as a continuing security for the payment and discharge of the Secured Liabilities by the Borrower -

(a) by way of first legal mortgage the Property and all buildings and fixtures from time to time on the Property:

(b) by way of first fixed charge:

(i) all its rights in each Insurance Policy, including the proceeds of any claims under each Insurance Policy to the extent not effectively assigned under clause 3 2;

(ii) the benefit of all other contracts, guarantees, appointments and warranties relating to the Charged Property and other documents to which the Company is a party or which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of the Charged Property or otherwise relating to the Charged Property (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them),

3 2 The Company hereby assigns absolutely to the Lender with Full Title Guarantee as continuing security for the payment and discharge of the Secured Liabilities the benefit to the Company of each Insurance Policy (including the proceeds of any claims under each Insurance Policy) and all covenants, rights and agreements relating to the Property subject to re-assignment on the redemption of this Charge. The Company shall immediately on the execution of this Charge give notice to the relevant insurers of the assignment of the Company's rights and interest in and under each Insurance Policy (including the proceeds of any claims under that Insurance Policy) pursuant to this clause 3 2 PROVIDED THAT nothing in this clause shall constitute the Lender as mortgagee in possession.

3 3 The Company shall promptly on demand and at its own cost execute and do all such assurances, acts and things including without limitation, execute all transfers, conveyances, assignments and assurances of the Charged Property and give all notices, orders and directions which the Lender may require for perfecting or protecting this Charge or the priority of this Charge, or for facilitating the realisation of the Charged Property or the exercise of any of the rights vested in the Lender or any Receiver

3 4 The Company waives any right it may have to require the Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against the Company

3 5 The security constituted by this deed shall be immediately enforceable if an Event of Default occurs

4 **RESTRICTIONS**

4 1 The Company shall not without the prior written consent of the Lender

- (a) Create, purport to create or permit to subsist or arise any Encumbrance or any right or option on or in relation to the Charged Property or any part thereof,
- (b) sell, convey, assign, lease, or transfer the Charged Property or any interest therein, or otherwise part with possession of or dispose of any Charged Property or assign or otherwise dispose of any moneys payable to the Company in relation to the Charged Property or agree to do any of the foregoing,
- (c) part with or share possession or occupation of the Property or any part of it, or grant any tenancy or licence to occupy the Property or agree to do any of the foregoing

4 2 The Company may not assign or transfer any of its obligations under this Charge or enter into any transactions which would result in any of those obligations passing to another person

5 **COVENANTS BY THE COMPANY**

5 1 The Company covenants with the Lender at all times during the continuance of this security

- (a) *Repair* To keep the buildings and all plant machinery, fixtures and fittings upon the Property in good and substantial repair and condition and not to make or permit to be made any alterations to the Property or sever or remove or permit to be severed or removed any of its fixtures or fittings (except to make any necessary repairs or renew or replace the same in accordance with the foregoing provisions) and to permit representatives of the Lender free access at all times on reasonable notice to view the state and condition of the Property and if the Company shall fail to do so the Lender may at any time thereafter enter upon the Property or any part thereof (without the Lender being thereby rendered liable to account as mortgagee

in possession) to execute such repairs as in the reasonable opinion of the Lender may be necessary and the Company will on demand pay to the Lender all expenses incurred by the Lender and will pay interest calculated on a daily basis at the Interest Rate from the date of demand until repayment of all monies

- (b) *Insurance* To keep the Charged Property insured with such insurer and against such risks as the Lender may reasonably require for their full replacement value (meaning the total cost of entirely rebuilding, reinstating or replacing the premises in the event of their being destroyed, together with architects', surveyors', engineers' and other professional fees and charges for demolition and reinstatement) with the Lender's interest noted on the policy, and the Company shall pay all premiums when due and produce or deposit with the Lender all such policies and receipts for all premiums and other payments necessary for effecting and maintaining such insurances
- (c) *Proceeds* To apply any insurance proceeds at the option of the Lender either in making good the loss or damage to the Charged Property
- (d) *Planning* To comply with all relevant licences, consents, permissions and conditions from time to time granted or imposed by the Planning Acts
- (e) *Value Added Tax* The Company warrants that it has not made and covenants that it will not make an election pursuant to paragraph 2 of Schedule 10 to the Value Added Tax Act 1994 in relation to land and/or buildings comprising the Property without the prior written consent of the Lender
- (f) *Possession* To keep the Property always in its sole possession and immediately available for disposal with vacant possession (subject to any lease or tenancy granted by the Company with the Lender's prior written consent) and save as provided for in the Loan Agreement shall not without the prior written consent of the Lender assign, transfer, mortgage or otherwise howsoever dispose of the Property or grant any rights or create any other Encumbrances howsoever affecting the Property.
- (g) *Value* Not to do or omit to do or cause or permit to be done or omitted to be done anything which might depreciate jeopardise or otherwise prejudice the value to the Lender of the security created by this Charge nor permit any person to become entitled to any proprietary right or interest which might affect the value of the Property or the effectiveness of the security created by this Charge

- (h) *Compliance with laws and regulations* Not without the Lender's prior written consent, use or permit the Charged Property to be used in any way contrary to law, and shall
- (i) comply with the requirements of any law and regulation (including without limit any Environmental Law) relating to or affecting the Charged Property or the use of it or any part of it,
 - (ii) obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Charged Property (including without limit any Environmental Licence) or its use or that are necessary to preserve, maintain or renew any Charged Property, and
 - (iii) promptly effect any maintenance, modifications, alterations or repairs to be effected on or in connection with the Charged Property that are required to be made by it under any law or regulation
- (i) *Compliance with and enforcement of covenants* To
- (i) observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject and (if the Lender so requires) produce to the Lender evidence sufficient to satisfy the Lender that those covenants, stipulations and conditions have been observed and performed, and
 - (ii) diligently enforce all covenants, stipulations and conditions benefiting the Property and shall not (and shall not agree to) waive, release or vary any of the same.
- (j) *Notices or claims relating to the Property* To give full particulars to the Lender of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority including without limit any claim, notice or other communication served on it in respect of any modification, suspension or revocation of any Environmental Licence or any alleged breach of any Environmental Law (a Notice) that specifically applies to the Property, or to the locality in which it is situated, within three Business Days after becoming aware of the relevant Notice, and (if the Lender so requires) immediately, and at the cost of the Company, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Lender in making, such objections or representations in respect of any such Notice as the Lender thinks fit

5.2 If the Company shall fail to comply with any of the obligations under clause 5.1 then the Lender (or its agents) may enter upon the Property and repair or insure the Charged Property or take such other steps as it considers appropriate to procure the performance of such obligation or otherwise remedy such failure and shall not thereby be deemed to be a mortgagee in possession and the moneys expended by the Lender shall be reimbursed by the Company on demand, and until so reimbursed,

shall carry interest at the Interest Rate from the date of payment to the date of reimbursement

- 5 3 The rights of the Lender under clause 5 2 are without prejudice to any other rights of the Lender under this deed. The exercise of any rights of the Lender under this deed shall not make the Lender liable to account as a mortgagee in possession

6 **ENFORCEMENT**

Section 103 of the Law of Property Act 1925 shall not apply to this Charge and the statutory powers of sale and appointing a Receiver under Sections 101 and 109 of the Law of Property Act 1925 (as varied and extended under this Charge) shall subject always to the provisions of the Loan Agreement arise on the execution of this Charge and shall become immediately exercisable without the restrictions contained in the Law of Property Act 1925 as to the giving of notice or otherwise at any time after the Lender shall have demanded in writing payment of any of the Secured Liabilities from the Borrower

7 **APPOINTMENT AND POWERS OF RECEIVER OR ADMINISTRATOR**

- 7 1 At any time after this charge has become enforceable or if requested by the Company, the Lender may appoint by writing any person or persons (whether an officer of the Lender or not) to be an administrator or joint administrator of the Company or a Receiver of all or any part of the Charged Property and where more than one Receiver is appointed they may be given power to act either jointly or severally
- 7 2 The Lender may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place
- 7 3 The Receiver shall (so far as the law permits) be the agent of the Company (who shall alone be personally liable for his acts, defaults, omissions and remuneration) and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 and the Insolvency Act 1986 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without limiting any general powers referred to above (and without prejudice to any of the Lender's powers) but subject always to the terms of the Loan Agreement the Receiver shall have power in the name of the Company or otherwise to do the following things, namely

- (a) to take possession of, collect and get in all or any part of the Charged Property and to generally manage the Property and any business carried on at the Property,
- (b) to commence and/or complete any building operations on the Property and to apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as he may in his absolute discretion think fit,
- (c) to borrow moneys from the Lender or others on the security of the Charged Property for the purpose of exercising any of his powers;
- (d) to purchase or acquire any land and purchase, acquire and grant any interest in or right over the land or accept surrenders of leases or tenancies of the Property and to carry any such transactions into effect,
- (e) to sell, transfer, assign, lease or concur in selling, letting or leasing the Property or the Charged Property or any part of it on such terms and conditions and for such consideration and payable at such time or times as he may in his absolute discretion think fit including without limitation the power to dispose of any fixtures separately from the Property,
- (f) in relation to the Charged Property only to take, continue or defend proceedings or make any arrangement or compromise between the Company and any persons which he may think expedient;
- (g) to make and effect all repairs and improvements;
- (h) to effect such insurances of or in connection with the Charged Property as he shall in his absolute discretion think fit,
- (i) carry on any business at any time carried on by the Company at the Property,
- (j) to purchase materials, tools, equipment, goods or supplies,
- (k) to appoint managers, officers, contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine,
- (l) to charge and receive such sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) as the Lender may prescribe or agree with him

- (m) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do

Provided nevertheless that the Receiver shall not be authorised to exercise any of the above powers if and in so far and so long as the Lender shall in writing exclude the same whether in or at the time of his appointment or subsequently

- 7 4 Any moneys received by the Receiver in the exercise of his powers under this Charge and under general law shall be (so far as the law permits) applied by him firstly in the payment of the costs, charges and expenses of and incidental to his appointment and the exercise of all or any of his powers and in payment of his remuneration and any balance shall be paid to the person or persons entitled to it.

- 7 5 The power to appoint a Receiver conferred by this Charge shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise

8 **PROTECTION OF THIRD PARTIES**

Any purchaser or any other person dealing with the Lender or any Receiver shall not be concerned to enquire whether the Secured Liabilities have become payable or whether any power which it or he is purporting to exercise has become exercisable or whether any money is due under this Charge 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 the Lender or such Receiver. 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 the Lender or any Receiver.

9 **POWERS OF LEASING**

The statutory powers of sale, leasing and accepting surrenders exercisable by the Lender are hereby extended so as to authorise the Lender whether in the name of the Lender or in that of the Company to grant a lease or leases of the whole or any part or parts of the Property with such rights relating to other parts of it and containing such covenants on the part of the Company and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Lender (in its absolute discretion) shall think fit

10. **POWER OF ATTORNEY**

- 10.1 The Company hereby irrevocably appoints the Lender and the Receiver jointly and also severally the Attorney and Attorneys of the Company for the Company and in

the name and on behalf of the Company and as the act and deed of the Company or otherwise to sign, seal and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required or may be deemed proper for any of the purposes referred to in or otherwise in connection with this Charge. The Company ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Clause properly does or purports to do in the exercise of all or any of the powers, authorities and discretions granted or referred to in this Deed.

- 10.2 The power of attorney hereby granted is irrevocable and is granted by way of security for value as part of the security constituted by this Charge.

11. LENDER'S RIGHTS

- 11.1 At any time after this Charge is enforced all powers of the Receiver may be exercised by the Lender whether as attorney of the Company or otherwise whether or not it has taken possession of any Charged Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

- 11.2 The Company agrees that at any time after this Charge becomes enforceable

the Lender may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Charged Property.

- 11.3 This Charge is granted in favour of the Lender for itself.

- 11.4 The perpetuity period applicable to this Charge shall for the purposes of the Perpetuities and Accumulations Act 1964 be the period of 80 years.

12. COSTS AND INDEMNITY

- 12.1 All reasonable and proper costs, charges and expenses incurred by the Lender and any Receiver in relation to the enforcement of this Charge or the recovery of the Secured Liabilities shall be reimbursed by the Company to the Lender or the Receiver on demand and until so reimbursed shall carry interest at the Interest Rate from the date of payment to the date of reimbursement and be secured on the Charged Property.

- 12.2 The Borrower shall indemnify the Lender, each Receiver and each Delegate, and their respective employees and agents on a full indemnity basis in respect of all Costs incurred or suffered by any of them in or as a result of

- 12 2 1 the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Charged Property,
- 12 2 2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed, or
- 12 2 3 any default or delay by the Borrower in performing any of its obligations under this deed

13 NOTICES

- 13 1 1 Any communication to be made under or in connection with this Charge shall be made in writing and, unless otherwise stated, may be made by letter.
- 13 1 2 The address of the Lender for any communication or document to be made or delivered under or in connection with this Charge is, Address 63 Heathfields, Downend, Bristol, B16 6HT for the attention of Tariq Masood or any substitute address as the Lender may notify to the other parties by not less than five Business Days' notice
- 13 1 3 The address of the Company for any communication or document to be made or delivered under or in connection with this Charge is, Address 60 Beaufort Street, Brynmawr, Ebbw Vale, Blaenau Gwent NP23 4AE or any substitute address as the Company may notify to the other parties by not less than five Business Days' notice
- 13 1 4 Any communication made or document made or delivered by one person to another under or in connection with this Charge will only be effective when it has been delivered to the relevant address or two Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address.

14 MISCELLANEOUS

- 14 1 The Lender may freely and separately assign or transfer its rights under this Charge
- 14 2 The Company must not assign, novate or otherwise deal with any rights, interests or obligations under this Charge
- 14 3 No delay or omission on the part of the Lender in exercising any right or remedy under this Charge shall impair that right or remedy or operate as or be taken to be a waiver of it; nor shall any single, partial or defective exercise of any such right or remedy preclude any other or further exercise under this Charge of that or any other right or remedy

- 14 4 Any waiver by the Lender of any terms of this Charge or any consent or approval given by the Lender under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given
- 14.5 If at any time any one or more of the provisions of this Charge is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction neither the legality, validity and enforceability of the remaining provisions of this Charge nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result
- 14 6 Neither the Lender or any Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Property, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Charged Property for which a mortgagee in possession might be liable as such
- 14 7 This Charge shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this deed in writing
- 14 8 Any release, discharge or settlement between the Company and the Lender shall be deemed conditional on no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding up, administration, receivership or otherwise Despite any such release, discharge or settlement
- 14 8 1 the Lender or its nominee may retain this deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Charged Property, for such period as the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and
- 14 8 2 the Lender may recover the value or amount of such security or payment from the Borrower subsequently as if such release, discharge or settlement had not occurred
- 14 9 This Charge may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document

15 **THIRD PARTIES**

Subject as set out in this Charge nothing in this Charge confers or is intended to confer on any person who is not a party to this Charge or has not adhered by a deed of adherence any right and/or benefit which that party would not have but for the provisions of the Contract (Rights of Third Parties) Act 1999 and such rights and/or benefits are hereby excluded to the fullest extent possible.

16

16 1

17.

17 1

‘No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 2013 in favour of Avon Energy Limited referred to in the charges register ’

17 2

18

The Company makes the following representations and warranties set out in this clause 18 to the Lender on the date of this Charge

18.1 Ownership of Charged Property

The Company is the legal and beneficial owner of the Charged Property and has good and marketable title to the Property.

18.2 No Security Interests

The Charged Property is free from any Encumbrance other than that created by this Charge

18.3 No adverse claims

The Company has not received, or acknowledged notice of, any adverse claim by any person in respect of the Charged Property or any interest in it.

18.4 No adverse covenants

There are so far as the Company is aware no covenants, agreements, reservations, conditions, interests, rights or other matters whatever, which materially and adversely affect the Charged Property

18.5 No breach of laws

There is no breach of any law or regulation, which materially and adversely affects the Charged Property

18.6 No overriding interests

So far as the Company is aware nothing has arisen, has been created or is subsisting which would be an overriding interest in the Property

18.7 Avoidance of security

No Security Interest expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Company or otherwise

18.8 Enforceable security

This Charge constitutes and will constitute the legal, valid, binding and enforceable obligations of the Company and is and will continue to be effective security over all and every part of the Charged Property in accordance with its terms

IN WITNESS whereof this Charge has been duly executed as a deed and is intended to be and is delivered on the date first above written.

SCHEDULE 1

The Property

Means the freehold land known as 10-12 Pentrebane Street, Caerphilly, CF83 1FR being the land registered at the Land Registry under title numbers WA727402 and CYM521940

IMPORTANT


YOU SHOULD CONSULT A SOLICITOR BEFORE SIGNING THIS LEGAL DOCUMENT.

**EXECUTED as a DEED by
AVON ENERGY LIMITED**
acting by a director

Director

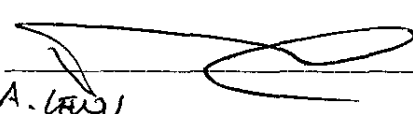
In the presence of -
Witness signature.
Witness name
Occupation
Address

**EXECUTED as a DEED by
DAVIES'S WALLPAPERS LIMITED**
acting by a director



Director

In the presence of -
Witness signature
Witness name
Occupation
Address


THOMAS A. (SOL)

Solicitor
THOMAS SIMON
Solicitors
62 NEWPORT ROAD
CARDIFF
CF24 0DF

**EXECUTED as a DEED by
LUTTRELL HOMES (PEMBROKE) LIMITED**
acting by a director

Director

In the presence of -
Witness signature.
Witness name
Occupation
Address
