

100319/23

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House

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

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

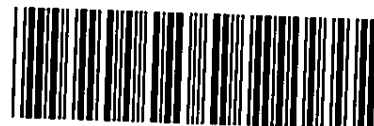
☒ What this form is for
You may use this form to register
a charge created or evidenced by
an instrument

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

For further information, please

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
court order extending the time for delivery

THURSDAY



A15 *A5KF07SA*
24/11/2016 #334
COMPANIES HOUSE



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

1 Company details

Company number 04852091
Company name in full AWC INSURANCE SERVICES 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 07/11/2016

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 BEXHILL UK 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

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Debenture

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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 

X

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

MR01

Particulars of a charge



Presenter information

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

Contact name **Tanya Korenkova**

Company name **Bexhill UK Limited**

Address **721 Capability Green**

Post town **Luton**

County/Region **Beds**

Postcode **L U 1 3 L U**

Country

DX

Telephone **01582 280 140**



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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4852091

Charge code: 0485 2091 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th November 2016 and created by AWC INSURANCE SERVICES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th November 2016

P

Given at Companies House, Cardiff on 30th November 2016



Companies House



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

DEBENTURE

1 **AWC INSURANCE SERVICES LIMITED** (Company number 04852091) ("**the Company**") whose registered office is at 24 Church Street, West Coxhoe, Co Durham, DH6 4HE will on demand in writing made to the Company pay or discharge to Bexhill UK Limited (Company number 3987793) whose registered office is at 721 Capability Green, Luton, Bedfordshire, LU1 3LU ("**BUKL**") all moneys and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to BUKL by the Company whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety and including interest discount commission or other lawful charges and expenses which BUKL may in the course of its business charge in respect of any of the matters aforesaid or for keeping the Company's account and so that interest shall be computed and compounded according to the usual mode of BUKL as well after as before any demand made or judgement obtained hereunder and without prejudice to the generality of the foregoing, the Company will on demand in writing made to the Company pay or discharge to BUKL all moneys and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to BUKL by the Company under the terms of any finance agreements pursuant to which BUKL makes facilities available to the Company

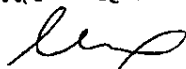
1 A demand for payment or any other demand or notice under this Debenture may be made or given by any manager or officer of BUKL by letter addressed to the Company and sent by post to or left at the registered office of the Company or its last known place of business and if sent by post shall be deemed to have been made or given at noon on the day following the day the letter was posted.

2 The Company with full title guarantee hereby charges with the payment or discharge of all moneys and liabilities hereby covenanted to be paid or discharged by the Company -

- (a) by way of first fixed charge all book debts and other debts now and from time to time due or owing to the Company,
- (b) by way of first fixed charge all agreements for the financing of insurance premiums ("**Financing Agreements**") between the Company as lender and each of its clients ("**Borrowers**") and all receivables arising therefrom ("**Borrower Receivables**"),
- (c) by way of legal mortgage all freehold and leasehold property of the company now vested in it (whether or not registered at H M Land Registry) together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon,
- (d) by way of first fixed charge all future freehold and leasehold property of the Company together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and all the goodwill and uncalled capital for the time being of the Company,

23/11/16

I confirm this is a true copy of the original

 Olga Harwood, 721 Capability Green, Luton, LU1 3LU

- (e) by way of a first floating charge all other the undertaking and assets of the Company whatsoever and wheresoever both present and future but so that the Company is not to be at liberty to create any mortgage or charge upon and so that no lien shall in any case or in any manner arise on or affect any part of the said undertaking and assets either in priority to or *pari passu* with the charge hereby created and further that the Company shall have no power without the consent of BUKL to part with or dispose of any part of such undertaking and assets except by way of sale in the ordinary course of its business

Any debentures mortgages or charges hereafter created by the Company (otherwise than in favour of BUKL) shall be expressed to be subject to this Debenture. The Company shall subject to the rights of any prior mortgagee deposit with BUKL and BUKL during the continuance of this security shall be entitled to hold all deeds and documents of title relating to the Company's freehold and leasehold property for the time being and the Company shall on demand in writing made to the Company by BUKL at the cost of the Company execute a valid legal mortgage of any freehold and leasehold properties acquired by it after the date hereof and the fixed plant and machinery thereon to secure the payment or discharge to BUKL of the moneys and liabilities hereby secured such legal mortgage to be in such form as BUKL may require.

- 3. This security shall be a continuing security to BUKL notwithstanding any settlement of account or other matter or thing whatsoever and shall be without prejudice and in addition to any other security whether by way of mortgage equitable charge or otherwise howsoever which BUKL may now or any time hereafter hold on the property of the Company or any part thereof for or in respect of the moneys hereby secured or any of them or any part thereof respectively.

- 4 The Company represents and warrants that

- (a) except as disclosed to and accepted in writing by BUKL

- (i) it is (or will be, at the time the security interest created by this Debenture attaches to its assets and undertaking) the legal and beneficial owner of all the assets and undertaking charged to BUKL by this Debenture; or

- (ii) it has (or will have, at the time the security interest created by this Debenture attaches to its assets and undertaking) rights in such assets and undertaking;

- (b) except as disclosed to and accepted in writing by BUKL and pursuant to the terms of this Debenture, no security interest exists over or affects any of the assets or undertaking charged by this Debenture, nor is there any agreement to give or permit to exist a security interest over or affecting any of the assets and undertaking charged by this Debenture,

- (c) it is lawfully entitled to create a security interest over all the assets and undertaking charged by this Debenture in favour of BUKL;
 - (d) it is duly incorporated and has full power and authority to enter into and comply with its obligations under this Debenture, and has taken all necessary corporate and other action and obtained all consents needed to enable it to do so,
 - (e) its obligations under this Debenture are legal, valid, binding and enforceable, and
 - (f) the Company is able to pay its debts as they become due in the normal course of business and the value of the Company's assets is greater than the value of its liabilities, including contingent liabilities
5. Each of the representations and warranties in clause 5 will be deemed to be repeated continuously so long as this Debenture remains in effect by reference to the facts and circumstances then existing.
6. During the continuance of this security the Company:-
- (a) shall not dispose of, permit the disposal of, vary the terms of, part with possession of or otherwise deal with any of the assets and undertaking charged by this Debenture or agree to do so, other than:
 - (i) in the case of any charged property which is inventory (and including the collection of accounts receivable which are the proceeds of inventory) and unless and until notified otherwise by BUKL, in the ordinary course of business of the Company on reasonable commercial terms;
 - (ii) with the prior written consent of BUKL, or
 - (iii) as otherwise permitted by this Debenture,
 - (b) shall not, without the prior written consent of BUKL, create or permit to exist a security interest affecting any of the assets and undertaking charged by this Debenture (except for a security interest created under this Debenture);
 - (c) shall ensure that all information provided by the Company to BUKL in connection with this Debenture is true and accurate when that information is provided and will not omit to state anything which would make that information untrue, inaccurate or misleading;
 - (d) shall pay on the due date all rates, taxes, governmental or local authority demands, rents, insurance premia and outgoings of any kind which become properly payable by it in respect of the assets or undertaking charged by this Debenture or business. If BUKL requires, the Company

will produce to BUKL on demand evidence of compliance with this paragraph (d);

- (e) shall keep all of the assets and undertaking charged by this Debenture in good repair, order and condition, and will not part with, destroy, or allow to become dilapidated any of such assets and undertaking except for the purpose of renewing or replacing the assets and undertaking charged by this Debenture, unless BUKL agrees otherwise in writing. The Company will renew or replace any of such assets and undertaking which become worn out or in need of replacement,
- (f) shall permit BUKL or any of its employees or persons authorised by BUKL at all reasonable times to inspect the assets and undertaking charged by this Debenture, wherever it may be situated. The Company agrees either to allow BUKL access to any property occupied by the Company for the purpose of doing so, or to procure access by BUKL to any other property where any of such assets and undertaking may be situated,
- (g) shall permit BUKL (and its employees or agents), on demand by BUKL, to examine and take copies of all records of the Company, including financial records, and to discuss them with the Company's financial advisers or auditors,
- (h) shall furnish to BUKL copies of the trading and profit and loss account and audited balance sheet in respect of each financial year of the company and of every subsidiary thereof forthwith upon the same becoming available and not in any event later than the expiration of three months from the end of such financial year and also from time to time such other financial statements and information respecting the assets and liabilities of the Company as BUKL may reasonably require;
- (i) shall within two months after the end of each half of the Company's financial years, provide to BUKL copies of the Company's signed interim financial statements (and accompanying notes) for that completed half year (including statements showing profit and loss for that half year, and a statement of financial position as at the end of that half year);
- (j) shall provide to BUKL on demand copies of all other documents from time to time required by law to be prepared, filed, or provided to the Company's shareholders and which relate to the Company's financial statements (and including, without limitation, its annual report),
- (k) shall notify BUKL immediately, and without the need for any demand by BUKL, of any circumstances which may make any of its accounts or other information provided by it to BUKL pursuant to this Debenture inaccurate or misleading in a material respect;

- (l) shall notify BUKL immediately, and without the need for any demand by BUKL, of any circumstances which may have a material adverse effect on BUKL's security in respect of the sums secured by this Debenture,
- (m) shall not, unless BUKL gives its prior agreement in writing, either:
 - (i) make any distribution of its assets, or
 - (ii) enter into any form of amalgamation or merger arrangement, or
 - (iii) pay any amount to any shareholder or relative of a shareholder by way of wage, salary or otherwise which is in excess of an amount approved by BUKL (such approval is not to be unreasonably withheld to the payment of a reasonable market rate salary);
- (n) shall give BUKL at least fifteen business days notice of the Company's intention to call up any amount that is unpaid, on shares issued by the Company, or on shares agreed to be issued by the Company. Unless BUKL agrees otherwise, the Company will pay to BUKL the proceeds of any such amounts receivable by the Company;
- (o) if the Company incorporates or otherwise acquires a subsidiary, it will immediately advise BUKL of that fact and, if required by BUKL to do so, will procure that subsidiary to execute a security agreement in relation to its assets in like terms to this Debenture, and having at least the same priority as this Debenture;
- (p) unless BUKL consents in writing to it doing so, the Company will not:
 - (i) dispose any of the its assets or undertaking to a subsidiary of the Company, or
 - (ii) give any guarantee in respect of any obligations of a subsidiary of the Company whether supported by security or not, or otherwise secure any of a subsidiary of the Company's obligations;
- (q) shall not allow any change to its Memorandum or Articles of Association that might be material to BUKL, unless BUKL agrees in writing to the change,
- (r) shall insure and keep insured with an insurance office or underwriters to be approved by BUKL in writing from time to time and if so required by BUKL in the joint names of the Company and BUKL such of its property as is insurable against loss or damage by fire and such other risks as BUKL may from time to time require to the full replacement value thereof and shall maintain such other insurances as are normally maintained by prudent companies carrying on similar businesses and will duly pay all premiums and other moneys necessary for effecting and keeping up such insurances within one week of the same becoming due and will on demand produce to BUKL the policies of such insurance and the receipts for such payments and if default shall at any time be made by the

Company in effecting or keeping up such insurance as aforesaid or in producing any such policy or receipt to BUKL on demand BUKL may take out or renew such insurances in any sum which BUKL may think expedient and all moneys expended by BUKL under this provision shall be deemed to be properly paid by BUKL.

7 **COLLECTION OF BOOK DEBTS AND OTHER DEBTS**

(a) **Dealings with and realisation of debts**

The Company will

- (i) without prejudice to clause 7(a) above but in addition to the restrictions in that clause, not without the prior written consent of BUKL sell, assign, charge, factor or discount or in any other manner deal with any of its book debts or other debts;
- (ii) ensure that all payments by each person ("**Borrower**") entering into an agreement with the Company for the financing of insurance premiums ("**Financing Agreement**") are processed in accordance with the relevant Financing Agreement with that Borrower and that all receivables arising therefrom ("**Borrower Receivables**") are paid into an account designated by BUKL (the "**Borrower Collection Account**") Pending such payment into the Borrower Collection Account all monies so received will be held on trust for BUKL,
- (iii) deal with the Borrower Receivables (both collected and uncollected) in accordance with any directions given in writing from time to time by BUKL and, in default of and subject to such directions, in accordance with this Debenture.

(b) **Borrower Collection Account**

The Company will not attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in the Borrower Collection Account without the prior consent of BUKL and BUKL shall be entitled in its absolute discretion to refuse to permit any such withdrawal or transfer.

(c) **Particulars of Borrower Receivables**

The Company will deliver to BUKL such information as to the amount and nature of the Borrower Receivables as BUKL may from time to time reasonably require

- 8 (a) At any time after BUKL shall have demanded payment of any moneys hereby secured or if a petition shall be presented to the court under Section 9 of the Insolvency Act 1986 for the making of an administration order in respect of the Company or if requested by the Company BUKL

may appoint by writing any person or persons (whether an officer of BUKL or not) to be a receiver and manager or receivers and managers ("the Receiver") which expression shall where the content so admits include the plural and any substituted receiver and manager or receivers and managers) of all or part of the property hereby charged;

- (b) Where two or more persons are appointed to be the Receiver any act required or authorised under any enactment or this Debenture (including the power of attorney in clause 10 hereof) or otherwise to be done by the Receiver may be done by any one or more of them unless BUKL shall in such appointment specify to the contrary;
- (c) BUKL may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place;
- (d) The Receiver shall be the agent of the Company (which subject to the provisions of the Insolvency Act 1986 shall alone be personally liable for his acts defaults and remuneration) and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without hereby limiting any general powers hereinbefore referred to (and without prejudice to BUKL's power of sale) the Receiver shall have power to do the following things namely:-
 - (i) to take possession of collect and get in all or any part of the property hereby charged and for that purpose to take any proceedings in the name of the Company or otherwise as he shall think fit,
 - (ii) to carry on or concur in carrying on the business of the Company and to raise money from BUKL or others on the security of any property hereby charged;
 - (iii) to sell or concur in selling let or concur in letting and to terminate or to accept surrenders of leases or tenancies of any of the property hereby charged in such manner and generally on such terms and conditions as he shall think fit and to carry any such transactions into effect in the name of and on behalf of the Company;
 - (iv) to make any arrangement or compromise which BUKL or he shall think fit;
 - (v) to make and effect all repairs improvements and insurances;
 - (vi) to appoint managers officers and agents for the aforesaid purposes at such salaries as he may determine,
 - (vii) to call up all or any portion of the uncalled capital of the Company;

(viii) 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

- 9 The Company hereby irrevocably appoints BUKL and the Receiver jointly and also severally the Attorney and Attorneys of the Company for the Company and in its name and on its behalf and as its act and deed or otherwise to 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 aforesaid and the Company hereby declares that as and when the security hereby created shall become enforceable the Company will hold all the property hereby charged (subject to the Company's right of redemption) Upon Trust to convey assign or otherwise deal with the same in such manner and to such person as BUKL shall direct and declares that it shall be lawful for BUKL by an instrument under its Common Seal to appoint a new trustee or new trustees of the said property and in particular at any time or times to appoint a new trustee or new trustees thereof in place of the Company as if the Company desired to be discharged from the trust or in place of any trustee or trustees appointed under this power as if he or they were dead
10. Any moneys received under the powers hereby conferred shall subject to the repayment of any claims having priority to this Debenture be paid or applied in the following order of priority:-
- (a) in satisfaction of all costs charges and expenses properly incurred and payments properly made by BUKL or the Receiver and of the remuneration of the Receiver,
 - (b) in or towards satisfaction of the moneys outstanding and secured by this Debenture,
 - (c) as to the surplus (if any) to the person or persons entitled thereto.
11. During the continuance of this security no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the freehold and leasehold property hereby charged or any part thereof shall be capable of being exercised by the Company without the previous consent in writing of BUKL nor shall Section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages apply to this security
- 12 Section 103 of the said Act shall not apply to this security but the statutory power of sale shall as between BUKL and a purchaser from BUKL arise on and be exercisable at any time after the execution of this security provided that BUKL shall not exercise the said power of sale until payment of the moneys hereby secured has been demanded or the Receiver has been appointed but this proviso shall not affect a purchaser or put him upon inquiry whether such demand or appointment has been made
13. All costs charges and expenses incurred hereunder by BUKL and all other moneys paid by BUKL or by the Receiver in perfecting or otherwise in

connection with this security or in respect of the property hereby charged shall be recoverable from the Company as a debt and may be debited to any account of the Company and shall bear interest accordingly and shall be charged on the premises comprised herein and the charge hereby conferred shall be in addition and without prejudice to any and every other remedy lien or security which BUKL may or but for the said charge would have for the moneys hereby secured or any part thereof.

- 14 Each payment by the Company to BUKL under this Debenture must be made:
 - (a) free of any restriction or condition; and
 - (b) in full, without any deduction or withholding whatsoever (whether in respect of tax, set-off, counterclaim, charges or otherwise) unless required by law
- 15 If a payment made by the Company to BUKL in respect of the amounts charged by this Debenture is avoided by law:
 - (a) that payment will be deemed not to have discharged or affected the obligation of the Company in respect of which that payment was made or received; and
 - (b) BUKL and the Company will be deemed to be restored to the position in which each would have been, and will be entitled to exercise all the rights which each would have had, if that payment had not been made.
16. If the Company is required by law to make any deduction from any amount payable to BUKL, or if BUKL is required by law to make any deduction from any such payment (otherwise than by reason of income tax on the overall net income of BUKL), then the Company will also pay to BUKL such further amounts as are necessary to ensure that BUKL receives, following any such deductions, an amount equivalent to that which would have been payable to BUKL if no such deduction had been required by law. If BUKL receives a tax or other benefit as a result of any deduction thus required by law, BUKL may waive the operation of this clause in full or in part so as to reflect that benefit, but taking into account any timing disadvantages to BUKL.
17. The Company will not set-off, or attempt to set-off, any claim made by it against BUKL against any amounts payable to BUKL, other than a liquidated claim the validity and amount of which is accepted by BUKL
18. The Company authorises BUKL to apply any amounts held by BUKL in the name of, or for the benefit of the Company in satisfaction of the Company's liability in respect of the obligations secured by this Debenture (the "Secured Obligations"), or to hold any such amount as security for the Company's performance of the Secured Obligations. For that purpose, the Company agrees that

- (a) no amounts held by BUKL to the order of the Company will be repayable until BUKL has received repayment of the amounts outstanding under this Debenture from the Company in full, unless BUKL agrees otherwise; and
 - (b) any of the Company's rights in respect of any funds deposited by the Company with BUKL will be held in trust for BUKL, and must be read subject to this clause.
- 19 BUKL may assign or transfer any of its rights or obligations under this Debenture at any time to any person. The Company authorises BUKL to give any such assignee or transferee all relevant information that BUKL holds about the Company.
- 20. The Company may not assign or transfer any of its rights or obligations under this Debenture without BUKL's prior consent in writing.
- 21 In respect of any freehold or leasehold property hereby charged the title to which is registered at H M. Land Registry it is hereby certified that the charge created by this Debenture does not contravene any of the provisions of the Memorandum and Articles of Association of the Company.
- 22. In this Debenture where the context so admits the expression "BUKL" shall include persons deriving title under Bexhill UK Limited and any reference herein 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.
- 23. Each communication under this Debenture is to be made in writing and sent by facsimile, personal delivery or by post to the addressee at the facsimile number or address, and marked for the attention of the person or office holder (if any), from time to time designated by the addressee to the other party
- 24. No communication will be effective until received. Communications to the Company will, however, be deemed to be received:
 - (a) in the case of a letter, on the third business day after posting, and
 - (b) in the case of facsimile, on the business day on which it is despatched or, if despatched on a non-business day or after 5 00 p m (in the place of receipt) on a business day, on the next business day after the date of despatch
- 25. The Company will pay each cost and expense (including all legal expenses on a solicitor and own client basis and taxes) incurred by BUKL in connection with:
 - (a) each amendment to, or waiver in respect of, and discharge this Debenture or another transaction required or contemplated this Debenture; and
 - (b) the exercise of, or in protecting or enforcing or otherwise in connection with, its rights under this Debenture or another transaction required or contemplated by this Debenture,

in each case on demand and on a full indemnity basis.

26. The Company will pay promptly any stamp or similar duty and any tax or registration fee payable in connection with:

- (a) the entry into, performance, registration, enforcement or admissibility in evidence of this Debenture; and
- (b) an amendment to, or waiver in respect of, this Debenture,

and will indemnify and hold BUKL harmless against any liability with respect to, or resulting from, any failure to pay, when due, any duty, tax or fee.

27. This Agreement shall be governed by and construed in accordance with English Law.

In witness whereof the Company has executed these presents as a deed this

day of 7 | 11 | 2016

Either

The Common Seal of AWC INSURANCE SERVICES LIMITED
was hereunto affixed in pursuance of a resolution of its Board of Directors in the presence of

..... Director

..... Director/Secretary

Company's Registered Number 4852091

Or

Executed as a deed by AWC INSURANCE SERVICES LIMITED

..... Director

PRINT NAME

..... Director/Secretary

PRINT NAME

Company's Registered Number 4852091

The address of Bexhill UK Limited for service is:

721 Capability Green, Luton, Bedfordshire LU1 3LU

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401 (2) of the Companies Act 1985

The Registrar of Companies for England and Wales hereby certifies that a Debenture dated the _____ and created by _____ for securing all moneys due or to become due from the company to Bexhill UK Limited on any account whatsoever was registered pursuant to Chapter 1 Part XII of the Companies Act 1985 on the _____

Given under my hand at Companies House Cardiff the _____

For the Registrar of Companies

N B Complete the above copy of the Registrar's Certificate and attach the certificate to this document

For use only in the case of unregistered land

Release

This Release made the _____ day of _____ between BEXHILL UK LIMITED of the one part and the within named Company of the other part witnesses that Bexhill UK Limited hereby releases the property comprised in or charged by the within written deed from the charge thereby created and all claims and demands thereunder

In witness whereof _____ of _____ in exercise of the power conferred upon him by a Power of Attorney dated the _____ day of _____ has executed this deed the day and year first above written

Signed as a Deed by the above named _____

as the Attorney of the above named BEXHILL UK LIMITED in the presence of

_____

Receipt pursuant to Section 115 of the Law of Property Act 1925

Bexhill UK Limited hereby acknowledges this _____ day of _____ that it has received the balance of the moneys (including interest and costs) secured by the within written Deed the payment having been made by the within named Company

For and on behalf of BEXHILL UK LIMITED

(authorised signatory)