



Registration of a Charge

Company Name: **PORTICO BUSINESS SERVICES LIMITED**

Company Number: **02567891**



Received for filing in Electronic Format on the: **02/07/2023**

XC6W6YKI

Details of Charge

Date of creation: **29/06/2023**

Charge code: **0256 7891 0008**

Persons entitled: **ALTERNATIVE BRIDGING CORPORATION LIMITED**

Brief description: **ALL THAT LEASEHOLD PROPERTY BEING 7 – 9 NORTH PARADE BUILDINGS, BATH BA1 1NS AS REGISTERED AT LAND REGISTRY WITH TITLE NUMBER ST249247**

Contains fixed charge(s).

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: **DAVID MERSON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2567891

Charge code: 0256 7891 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th June 2023 and created by PORTICO BUSINESS SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd July 2023 .

Given at Companies House, Cardiff on 3rd July 2023

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

29 June

2023

PORTICO BUSINESS SERVICES LIMITED (1)

and

ALTERNATIVE BRIDGING CORPORATION LIMITED (2)

LEGAL CHARGE

-relating to-

7 – 9 NORTH PARADE BUILDINGS, BATH BA1 1NS

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Charge**Dated 29 June 2023****Between**

- (1) **PORTICO BUSINESS SERVICES LIMITED** a company registered in England and Wales with company registration number 02567891 whose registered office is at 7 – 9 North Parade Buildings, Bath BA1 1NS (the **Chargor**) and
- (2) **ALTERNATIVE BRIDGING CORPORATION LIMITED** a company incorporated and registered in England and Wales with company registration number 07194858 whose registered office is at 1st Floor Healthaid House, Marlborough Hill, Harrow, Middlesex HA1 1UD (as security agent for the Finance Parties, the **Security Agent**, which expression shall include any assignee or successor in title)

Now This Legal Charge Witnesses as follows:**1. Definitions and Interpretation**

- 1.1. In this Legal Charge the following terms shall have the following meanings:

Charged Property	the property assets and income of the Chargor mortgaged assigned or charged to the Security Agent (whether by way of legal mortgage assignment fixed or floating charge) by or pursuant to this Legal Charge and each and every part thereof and any interest therein
Encumbrance	any mortgage charge assignment for the purpose of security pledge lien rights of set-off arrangements for retention of title or hypothecation or trust arrangement for the purpose of or which has the effect of granting security or other security interest of any kind whatsoever or any agreement whether expressed to be conditional or otherwise to create any of the same but excluding all security interests hereunder or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re-acquired or acquired by the Chargor
Facility Agreement	means the facility agreement dated on or around the date of this Debenture and made between, amongst others (1) the Borrower (2) Simon Richard Harrison (as guarantor) and (3) the Security Agent and any agreement, letter or other instrument entered into under or supplemental to it or amending, restating or novating it
Finance Party	means each and all of the parties identified as a Finance Party in the Facility Agreement
Financial Collateral	has the meaning attributed to it in the Financial Collateral Regulations

Financial Regulations	Collateral	the Financial Collateral Arrangements (no.2) Regulations 2003 (SI2003/3226)
Occupational Lease		any agreement for lease or licence or any occupational lease or licence to which a Charged Property may be subject for the time being and in respect of which the Chargor is landlord or licensor
Property		the property the details of which are set out at schedule 1
Receiver		a receiver appointed pursuant to the provisions of this Legal Charge or pursuant to any applicable law and such expression shall include without limitation a receiver and manager or to the extent permissible by law an administrative receiver
Rental Income		the aggregate of all amounts payable to, or for the benefit or account of, the Chargor in connection with the letting or permitted third party occupation or use of the whole or any part of the properties charged pursuant to this Legal Charge
Security Collateral Arrangement	Financial	has the meaning attributed to it in the Financial Collateral Regulations
Secured Obligations		all present and future monies obligations and liabilities owed by the Chargor to the Finance Parties (or any of them) under the Finance Documents or otherwise whether actual or contingent and whether owed jointly or severally as principal or surety and/or in any other capacity together with all interest (including without limitation default interest) accruing in respect of such monies or liabilities and fees and expenses

- 1.2. In this Legal Charge (unless otherwise provided):
 - 1.2.1. Clause headings are for convenience of reference only and shall not affect the construction of this Legal Charge
 - 1.2.2. all defined terms in the Facility Agreement have the same meaning here.
 - 1.2.3. references to Clauses and Schedules are to be construed as references to the Clauses of and Schedules to this Legal Charge as amended or varied from time to time and references to sub-Clauses shall unless otherwise specifically stated be construed as references to the sub-Clauses of the Clause in which the reference appears
 - 1.2.4. references to this Legal Charge (or to any specified provisions of this Legal Charge) or any other document shall be construed as references to this Legal Charge that provision or that document as in force for the time being and as amended varied novated or supplemented from time to time in accordance with its terms or as the case may be with the agreement of the relevant parties
 - 1.2.5. words importing the singular shall include the plural and vice versa

- 1.2.6. references to a person shall be construed so as to include that person's assigns transferees or successors in title and shall be construed as including references to an individual firm partnership joint venture company corporation unincorporated body of persons or any state or any agency thereof
- 1.2.7. references to any statute or statutory provision include any statute or statutory provision which amends extends consolidates or replaces the same or which has been amended extended consolidated or replaced by the same and shall include any orders regulations instruments or other subordinate legislation made under the relevant statute
- 1.2.8. references to liability or liabilities are to be construed to include all liabilities and obligations whether actual contingent present or future and whether incurred solely or jointly or as principal or surety
- 1.2.9. the words **other** and **otherwise** shall not be construed *ejusdem generis* with any foregoing words where a wider construction is possible and
- 1.2.10. the words **including** and **in particular** shall be construed as being by way of illustration or emphasis only and shall not be construed as nor shall they take effect as limiting the generality of any foregoing words
- 1.3. If the Security Agent considers that an amount paid by the Chargor in respect of the Secured Obligations is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise then that amount shall not be considered to have been irrevocably paid for the purposes of this Legal Charge

2. Covenant to pay

- 2.1. The Chargor covenants with the Security Agent (on behalf of the Finance Parties) that it will on demand pay and discharge the Secured Obligations when due to the Finance Parties.
- 2.2. The Chargor shall pay interest (both before and after any judgment) at the rate or rates applicable under the Facility Agreement. Interest shall be compounded in the event of it not being punctually paid in accordance with the usual practice of the Security Agent but without prejudice to the rights of the Security Agent to require payment of such interest

3. Charge

- 3.1. The Chargor charges to the Security Agent (on behalf of the Finance Parties) with full title guarantee and as a continuing security for the Secured Liabilities:
 - 3.1.1. by way of legal mortgage the Property;
 - 3.1.2. (if the Chargor is a company) by way of fixed charge all plant, machinery, implements, utensils, furniture and equipment now or from time to time at the Property; and
 - 3.1.3. by way of fixed charge the goodwill of any business carried on by the Chargor at the Property.
- 3.2. The Chargor assigns to the Security Agent (on behalf of the Finance Parties) absolutely as a continuing security for the payment and discharge of the Secured Obligations all its rights, title and interest both present and future in and to the aggregate of all Rental

Income and all the Chargor's other rights, title and interest under each and any Occupational Lease

- 3.3. On the unconditional and irrevocable payment and discharge in full of the Secured Obligations, the Security Agent will, at the request and cost of the Chargor, reassign the Rental Income referred to in Clause 3.2 to the Chargor or as it may direct
- 3.4. To the extent that any such right, title and interest as is referred to in this Clause 3.2 is not assignable or capable of assignment, the assignment of it purported to be effected by such clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Chargor may derive from it or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Obligations
- 3.5. The term **Property** shall, if applicable, also include the assets referred to in Clauses 3.1.2 and 3.1.3

4. Further Assurance

- 4.1. The Chargor 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 Property and give all notices, orders and directions which the Security Agent may require for perfecting or protecting this Charge or the priority of this Charge, or for facilitating the realisation of the Property or the exercise of any of the rights vested in the Security Agent or any receiver

5. Restriction

- 5.1. The Chargor shall not without the prior written consent of the Security Agent:
 - 5.1.1. create or permit to subsist or arise any mortgage, charge, debenture or other Encumbrance or any right or option over the Property or any part thereof; or
 - 5.1.2. sell, convey, assign, lease, or transfer the Property or any interest therein, or otherwise part with or dispose of the Property or assign or otherwise dispose of any moneys payable to the Chargor in relation to the Property or agree to do any of the foregoing; or
 - 5.1.3. 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

6. Covenants by the Chargor

- 6.1. The Chargor covenants with the Security Agent at all times during the continuance of this Charge:
 - 6.1.1. to keep the buildings and all plant, machinery, fixtures and fittings upon the Property in good and substantial repair and condition and to permit representatives of the Security Agent free access at all reasonable times to view the state and condition of the Property;
 - 6.1.2. to keep the Property insured with such insurer and against such risks as the Security Agent may require and to the Security Agent's satisfaction for their full replacement value with the Security Agent's interest noted on the policy and the Chargor shall pay all premiums when due and shall if required produce or deposit with the Security Agent all

such policies and receipts for all premiums and other payments necessary for effecting and maintaining such insurances;

- 6.1.3. to apply any insurance proceeds in making good the loss or damage to the Property or at the Security Agent's option in or towards the discharge of the liabilities secured by this Charge and pending such application the Chargor will hold such proceeds in trust for the Security Agent (on behalf of the Finance Parties);
- 6.1.4. to punctually pay all rents taxes duties assessments and other outgoings and observe and perform all restrictive and other covenants under which any of the property subject to this Charge is held; and
- 6.1.5. not without the previous written consent of the Security Agent to demolish, pull down, remove or permit or suffer to be demolished, pulled down or removed any building, installation or structure for the time being upon the Property or any fixtures, or erect or make or suffer to be erected or made on the Property any building installation or alteration or otherwise commit any waste upon or destroy or injure in any manner or by any means lessen or suffer to be lessened to any material extent the value of the Property
- 6.2. If the Chargor fails to comply with any of the obligations under Clause 6.1 then the Security Agent may enter upon the Property and repair or insure the 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 Security Agent shall be reimbursed by the Chargor on demand, and, until so reimbursed, shall carry interest as mentioned in Clause 1.2 from the date of payment to the date of reimbursement

7. Enforcement

Section 103 of the Law of Property Act 1925 (the **LPA**) shall not apply to this Charge and the statutory powers of sale and appointing a receiver under Sections 101 and 109 of the LPA (as varied and extended under this Charge) shall arise on the execution of this Charge and shall become immediately exercisable without the restrictions contained in the LPA as to the giving of notice or otherwise at any time after the Security Agent shall have demanded payment of any of the liabilities secured by this Charge

8. Appointment and powers of receiver

- 8.1. At any time after this Charge has become enforceable or, if requested by the Chargor, the Security Agent may appoint by writing any person or persons (whether an officer of the Security Agent or not) to be a receiver of all or any part of the Property and where more than one receiver is appointed they may be given power to act either jointly or severally
- 8.2. The Security Agent may from time to time determine the remuneration of the receiver and may remove the receiver and appoint another in his place
- 8.3. The receiver shall (so far as the law permits) be the agent of the Chargor (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 LPA 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 Security Agent's powers) the receiver shall have power in the name of the Chargor or otherwise to do the following things, namely:

- 8.3.1. to take possession of, collect and get in all or any part of the Property and to generally manage the Property and any business carried on at the Property;
- 8.3.2. 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;
- 8.3.3. to borrow monies from the Security Agent or others on the security of the Property for the purpose of exercising any of his powers;
- 8.3.4. 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;
- 8.3.5. to sell, transfer, assign, lease or concur in selling, letting or leasing the 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;
- 8.3.6. to take, continue or defend proceedings or make any arrangement or compromise between the Chargor and any persons which he may think expedient;
- 8.3.7. to make and effect all repairs and improvements;
- 8.3.8. to effect such insurances of or in connection with the Property as he shall in his absolute discretion think fit;
- 8.3.9. to purchase materials, tools, equipment, goods or supplies;
- 8.3.10. to appoint managers, officers, contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine; and
- 8.3.11. to do all such other acts and things as may reasonably 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 Security Agent shall in writing exclude the same whether in or at the time of his appointment or subsequently

- 8.4. Any monies 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, secondly in or towards satisfaction of the monies and liabilities secured by this Charge and any balance shall be paid to the person or persons lawfully entitled to it

9. Security Agent's liability

- 9.1. In no circumstances shall the Security Agent be liable to account to the Chargor as a mortgagee in possession or otherwise for any monies not actually received by the Security Agent

- 9.2. In no circumstances shall the Security Agent be liable to the Chargor or any other person for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any realisation of the Property or from any act, default, omission or misconduct of the Security Agent, its officers, employees or agents in relation to the Property or in connection with this Charge

10. Protection of third parties

- 10.1. Any purchaser or any other person dealing with the Security Agent or any receiver shall not be concerned to enquire whether the liabilities secured by this Charge 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 Security Agent or such receiver
- 10.2. All the protections to purchasers contained in Sections 104 and 107 of the LPA shall apply to any person purchasing from or dealing with the Security Agent or any receiver

11. Powers of leasing

The statutory powers of sale, leasing and accepting surrenders exercisable by the Security Agent are hereby extended so as to authorise the Security Agent whether in the name of the Security Agent or in that of the Chargor 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 Chargor 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 Security Agent (in its absolute discretion) shall think fit

12. Power of attorney

- 12.1. The Chargor irrevocably appoints the Security Agent and the receiver, jointly and also severally, the attorney and attorneys of the Chargor for the Chargor and in the name and on behalf of the Chargor and as the act and deed of the Chargor 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
- 12.2. The Chargor 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 Charge

13. Further Advances

- 13.1. The Chargor hereby applies to the Chief Land Registrar to enter a note of the obligation to make further advances on the charges register for registration against the registered title(s) specified in the schedule to this Charge
- 13.2. For the purposes of section 94(1) of the Law of Property Act 1925, the Security Agent shall make further advances to the Chargor on the terms and subject to the conditions of any agreement, whether made before or after the date of this Charge, for the provision of credit by the Security Agent to the Chargor

14. Security Agent's rights

- 14.1. At any time after this Charge becomes enforceable, all powers of the receiver may be exercised by the Security Agent whether as attorney of the Chargor or otherwise
- 14.2. The Chargor agrees that at any time after this Charge becomes enforceable, where the Chargor is an individual, the Security Agent may as agent of the Chargor remove and sell any chattels on the Property and the net proceeds of sale thereof shall be paid to the Chargor and the Security Agent shall not have the right to retain or set off such proceeds of sale against any indebtedness of the Chargor to the Security Agent
- 14.3. The Security Agent shall, on receiving notice that the Chargor has encumbered or disposed of the Property or any part of it or any interest in it, be entitled to close any account or accounts of the Chargor and to open a new account or accounts with the Chargor and (without prejudice to any right of the Security Agent to combine accounts) no money paid into or carried to the credit of any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Security Agent on any such closed account. If the Security Agent does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Chargor to the Security Agent shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Chargor to the Security Agent when it received such notice
- 14.4. The Security Agent may at any time after this Charge has become enforceable and without notice to the Chargor combine or consolidate all or any of the Chargor's then existing accounts with and liabilities to the Security Agent and set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Chargor to the Security Agent on any other account or in any other respects. The Security Agent shall notify the Chargor that such a transfer has been made

15. Costs

All costs, charges and expenses incurred by the Security Agent in relation to this Charge or the preservation or enforcement or attempted enforcement of the Security Agent's rights under this Charge shall be reimbursed by the Chargor to the Security Agent on demand on a full indemnity basis and, until so reimbursed, shall carry interest as mentioned in Clause 2.2 from the date of payment to the date of reimbursement

16. Indemnity

The Security Agent and every receiver, attorney or other person appointed by the Security Agent under this Charge and their respective employees shall be entitled to be indemnified on a full indemnity basis out of the Property in respect of all liabilities and expenses incurred by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this Charge and against all actions, proceedings, losses, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Property and the Security Agent and any such receiver may retain and pay all sums in respect of the same out of the monies received under the powers conferred by this Charge

17. Continuing security

- 17.1. This Charge shall be a continuing security to the Security Agent notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not prejudice or affect or be prejudiced or affected by any security relating to the Property or to any other property or any other security which the Security Agent (or any other Finance Party) may now or at any time in the future hold in respect of the liabilities secured by this Charge or any of them and shall continue in full force and effect as a continuing security until discharged
- 17.2. Section 93 of the LPA shall not apply to this Charge

18. Financial Collateral Regulations

To the extent that the Property constitutes Financial Collateral and this Charge and the obligations of the Chargor hereunder constitute a Security Financial Collateral Arrangement (as defined in the Financial Collateral Regulations) the Lender shall have the right at any time after the security constituted by this Charge has become enforceable to appropriate all or any of that security in or towards the payment and/or discharge of the obligations of the Chargor under this Charge in such order as the Security Agent in its absolute discretion may from time to time determine. The value of any Property appropriated in accordance with this Clause shall be the price of that Property at the time the right of appropriation is exercised as listed on any recognised market index or determined by such other method as the Security Agent may select (including independent valuation). The Chargor agrees that the methods of valuation provided for in this Clause are commercially reasonable for the purposes of the Financial Collateral Regulations

19. Notices

- 19.1. All demands, notices or other communications to be given under or in connection with this Charge shall be in writing and in English and may be made by post.
- 19.2. The address of each party is that specified at the head of this Charge unless it has communicated another address in writing to the other parties in which case it must be sent to the last address communicated to the other for this purpose.
- 19.3. A demand, notice or communication made or delivered by one person to another under or in connection with this Charge will only be effective if sent by recorded next day delivery, on the first Business Day after posting; and if sent by letter, when it has been left at the relevant address or 3 Business Days after being deposited in the postage prepaid in an envelope addressed to it at that address. Any communication or document which becomes so effective, in accordance with this clause after 5.00 pm in the place of receipt shall be deemed only to become effective on the following day.
- 19.4. Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent.

20. Miscellaneous

- 20.1. The Security Agent shall have the right to assign the whole or any part of the benefit of this Charge and the Security Agent shall be entitled to disclose any information relating to

the Property and the Chargor to any actual or prospective assignee, successor or participant.

- 20.2. No delay or omission on the part of the Security Agent 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
- 20.3. The Security Agent's rights under this Charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Security Agent deems expedient
- 20.4. Any waiver by the Security Agent of any terms of this Charge or any consent or approval given by the Security Agent 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
- 20.5. 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
- 20.6. Any certificate or determination of the Security Agent as to the amount of the liabilities secured by this Charge shall, in the absence of manifest error, be conclusive and binding on the Chargor

21. Law and jurisdiction

This Charge is governed by and shall be construed in accordance with English law and the Chargor irrevocably submits to the non-exclusive jurisdiction of the English courts

22. Land Registry

The Chargor applies to the Chief Registrar for a restriction in the following terms to be entered on the register of the Chargor's title to the Property:

"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 **29 June** 2023 in favour of Alternative Bridging Corporation Limited referred to in the charges register."

23. Joint and several

- 23.1. If the expression **Chargor** comprises more than one party the obligations and liabilities of such parties shall be joint and several
- 23.2. The Security Agent may take action against, or release or compromise the liability of, any one Chargor, or grant time or other indulgence, without affecting the liability of the other Chargor

This Charge has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of this Charge

Schedule 1 - The Property

All that leasehold property being **7 – 9 North Parade Buildings, Bath BA1 1NS** as registered at Land Registry with **Title Number ST249247**

THIS DOCUMENT FORMS AN IMPORTANT DEED SECURING ALL SUMS DUE OR TO BECOME DUE TO THE SECURITY AGENT OR ANY OTHER FINANCE PARTY YOU. IF THE FINANCE PARTIES ARE NOT PAID YOU MAY LOSE THE PROPERTY CHARGED. WE STRONGLY RECOMMEND YOU TAKE INDEPENDENT LEGAL ADVICE ON THE EFFECT OF THIS DEED

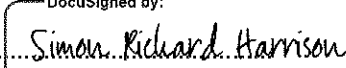
Executed as a Deed by
PORTICO BUSINESS SERVICES LIMITED
acting by a director in the presence of:

Witness signature 
DocuSigned by:
046A4789B593409...

Name of Witness **Joanne Ponting**

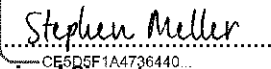
Address of Witness **37 Wedmore Close
Frome
BA11 2YA**

Occupation **Sales & Customer service Administrator**

)
)
DocuSigned by:

.....
Director
8AC9B96B59C34DA...

Simon Richard Harrison
.....
Print Name of Director

Signed for and on behalf of **ALTERNATIVE BRIDGING CORPORATION LIMITED**

)
)
DocuSigned by:

.....
Authorised Signatory
CE5D5F1A4736440...

Stephen Meller,
Director