

MR01

Particulars of a charge

444893/52
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
an 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.



A12 *A2DD5DHV* #107
25/07/2013
COMPANIES HOUSE

THURSDAY

1 Company details

Company number 05312724
Company name in full Archibo Limited (the "Company")

For official use
2
▶ **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 18/07/2013

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 Barclays Bank PLC (the "Bank")

Name

Name

Name

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

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

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Particulars of a charge

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Description

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

Continuation page

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

Description

1. The Company charged by way of first fixed charge all estates and other interests in any freehold, leasehold or other immovable property (including without limitation, all buildings and Fixtures on such property and the benefit of all covenants given in respect of such property) which are at the date of the debenture or thereafter the property of the Company but excluding any interest in land in Scotland and all Rights relating to such property (the "Property")

2. The Company charged by way of first fixed charge all Intellectual Property Rights.

Definitions:

The following terms shall have the following definitions in this Form MR01:

Please see continuation pages

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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

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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 - continuation page

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
Description	<p>"Fixtures" means all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by the Company and deemed by law to be immovable other than tenant's fixtures</p> <p>"Intellectual Property Rights" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Company now or in the future in, or relating to</p> <p>(a) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist) whether registered or unregistered, and</p> <p>(b) the benefit of all applications and rights to use such assets of the Company (which may now or in the future subsist)</p> <p>"Occupational Leases" means all leasehold interest and other occupational rights whatsoever (including, without limitation, all licences and agreements for leases) in existence from time to time relating to the whole or any part of the Property, the immediate reversion to which is vested in the Company</p> <p>"Rights" means all of the Company's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of the Company's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any Occupational Lease, agreement for any Occupational Lease and any associated agreements which may be granted by the Company or any person deriving title from the Company from time to time over or in respect of the whole or any part of the Property and any other properties (freehold or leasehold) in which the Company has an interest.</p>

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Particulars of a charge

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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

× Osborne Clarke . ×

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

Kate Morgan.

Company name

Osborne Clarke

Address

2 Temple Back East

Temple Quay

Bristol

Post town

BS1 6EG

County/Region

Postcode

Country

DX

Telephone

0117 917 3000



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: 5312724

Charge code: 0531 2724 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th July 2013 and created by ARCHIBO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th July 2013.

P

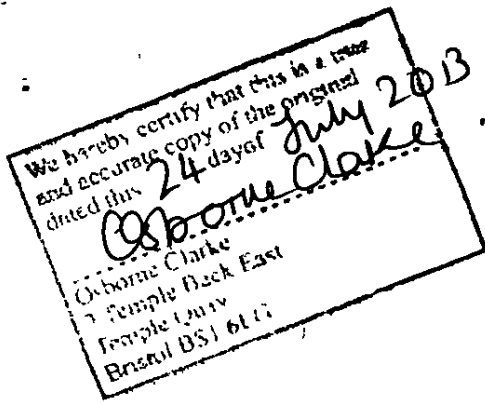
Given at Companies House, Cardiff on 29th July 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



EXECUTION

DEBENTURE

dated 18 July 2013

MOORE PLACE HOLDINGS LLP

and certain of its subsidiaries

as Chargors

and

BARCLAYS BANK PLC

OSBORNE CLARKE

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This Debenture is made as a deed on 18 July

2013

Between

- (1) **MOORE PLACE HOLDINGS LLP** (Registered Number OC331234) whose registered office is at Lynton House, 7 – 12 Tavistock Square, London, WC1H 9LT) (the "**Parent**"),
- (2) **The Subsidiaries of the Parent** whose names, company numbers and registered offices are set out in Schedule 1 (the "**Original Chorgors**", and each an "**Original Chorgor**"), and
- (3) **BARCLAYS BANK PLC** (the "**Bank**")

It is agreed as follows

1 Definitions and interpretation

1.1 Definitions

Unless otherwise defined in this Debenture or the Facility Letter the following expressions shall have the following meanings

"**2002 Act**" means the Land Registration Act 2002

"**2003 Rules**" mean the Land Registration Rules to the Land Registration Act 2002

"**Accession Deed**" means a document substantially in the form set out in Schedule 4 (*Form of Accession Deed*)

"**Assets**" mean the whole of the property or undertaking (including uncalled share capital) which is or may from time to time be comprised in the property and undertaking of each of the Chorgors

"**Assigned Asset**" means an asset for the time being comprised within an assignment created by Clause 4 (*Security*), or (with effect from the date of its creation) any assignment created pursuant to an Accession Deed or a Supplemental Debenture or pursuant to Clause 7 (*Further Assurance*)

"**Assigned Contract**" means each contract specified in Part 4 of Schedule 2, and (with effect from the date of the relevant Accession Deed or Supplemental Debenture) each contract specified as an Assigned Contract in an Accession Deed or a Supplemental Debenture

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

"**Authorities**" mean all national and local governments, government departments, supranational bodies, local or public authorities, statutory undertakings, states or agencies

"**Book Debts**" mean

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by any Chorgor, and
- (b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets)

"Book Debts Account" means such separate and denominated account or accounts with the Bank as may be specified in writing by the Bank for the purpose of receiving payment of the proceeds of realisation and collection of Book Debts

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London

"Cash Collateral Accounts" means the accounts specified as such in Part 3 of Schedule 2 to this Debenture, and (with effect from the date of the relevant Accession Deed or Supplemental Debenture) any accounts specified as Cash Collateral Accounts in an Accession Deed or a Supplemental Debenture

"Charged Property" means the whole or any part of the property, assets, income and undertaking of each of the Chargors from time to time mortgaged, charged or assigned, or purported to be mortgaged, charged or assigned to the Bank pursuant to this Debenture, including, where the context permits, the proceeds of sale or realisation thereof

"Chargors" mean the Parent, the Original Chargors and any member of the Group that has executed an Accession Deed in favour of the Bank

"Contracts" mean all of each Chargor's rights, title, interest and benefit in and to any licence, consent, agreement or contract in respect of the whole or any part of the Charged Property to which such Chargor is a party from time to time

"Debenture Security" means the Security constituted by this Debenture, any Accession Deed and any Supplemental Debenture

"Default Rate" means the default rate of interest set out in clause 5.4 of the Facility Letter

"Derivative Assets" mean all stocks, shares, warrants or other securities, rights, dividends, interest or other property accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any Securities or any Derivative Assets previously-described.

"Environment" means humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media

- (a) air (including, without limitation, air within natural or man-made structures, whether above or below ground),
- (b) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers), and
- (c) land (including, without limitation, land under water)

"Environmental Claim" means any claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law

"Environmental Law" means any applicable law or regulation which relates to

- (a) the pollution or protection of the Environment,
- (b) the conditions of the workplace, or
- (c) the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including, without limitation, any waste

"Environmental Permits" means any permit and other Authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business of any member of the Group conducted on or from the properties owned or used by any member of the Group

"Event of Default" shall have the meaning of "Default" as set out in the Facility Letter

"Exchange Rate" means the prevailing spot rate of exchange of the Bank (as conclusively determined by the Bank) at or around 11 a.m. on the date on which any conversion of currency is to be effected pursuant to this Debenture

"Facility Letter" means the facility letter entered into between the Bank and the Parent dated 30 May 2012 as amended pursuant to a deed of amendment and restatement dated on or around the date of this Debenture (and as further amended from time to time)

"Finance Document" means any facility agreements, facility letters, Security and any other agreements entered into between the Bank and any Chargor setting out the terms on which the Secured Liabilities have been advanced

"Financial Collateral" shall have the meaning given to that expression in the Financial Collateral Regulations

"Financial Collateral Regulations" mean the Financial Collateral Arrangements (No. 2) Regulations 2003 (S.I. 2003 No. 3226)

"Fixed Charge Asset" means an asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by Clause 4 (*Security*), or (with effect from the date of its creation) pursuant to an Accession Deed or a Supplemental Debenture or pursuant to Clause 7 (*Further Assurance*)

"Fixtures" mean all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by any Chargor and deemed by law to be immovable property other than tenant's fixtures

"Group" means the Parent and its Subsidiaries (if any) from time to time

"Guarantee" means the guarantee given under this Debenture, as detailed in Clause 2

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by a Chargor for the purpose of hedging liabilities and/or risks

"Insolvency Act" means the Insolvency Act 1986 unless otherwise stated

"Intellectual Property Rights" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Chargor now or in the future in, or relating to

- (a) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each Chargor (which may now or in the future subsist)

"Legal Reservations" means

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors,
- (b) the time barring of claims under the Limitation Acts, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim, and
- (c) similar principles, rights and defences under the laws of any Relevant Jurisdiction

"Limitation Acts" means the Limitation Act 1980 and the Foreign Limitation Periods Act 1984

"LPA" means the Law of Property Act 1925

"Material Adverse Effect" shall have the meaning set out in the Facility Letter

"Nominees" mean any of the Bank, its agents, nominees and any other person holding the Securities and the Derivative Assets on behalf of the Bank from time to time

"Occupational Leases" mean all leasehold interests and other occupational rights whatsoever (including, without limitation, all licences and agreements for leases) in existence from time to time relating to the whole or any part of the Property, the immediate reversion to which is vested in a Chargor

"Plant and Machinery" means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other similar assets (other than Fixtures), wherever they are situated, which are now, or at any time after the date of this Debenture become, the property of any Chargor

"Property" means all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all buildings and Fixtures on such property, and the benefit of all covenants given in respect of such property) which are now, or at any time after the date of this Debenture become, the property of a Chargor, but excluding any interest in land in Scotland, and **"Properties"** shall be construed accordingly

"Receiver" means any receiver appointed pursuant to this Debenture, including, for the avoidance of doubt, a receiver and manager, a manager or an administrative receiver

"Relevant Jurisdiction" means, in relation to a Chargor

- (a) its jurisdiction of incorporation,
- (b) any jurisdiction where any asset subject to or intended to be subject to the Debenture Security is situated,
- (c) any jurisdiction where it conducts its business, and
- (d) the jurisdiction whose laws govern the perfection of any of the Debenture Security

"Rental Income" means the aggregate of all amounts payable to, or for the benefit or account of, a Chargor in connection with the letting or permitted third party occupation or use of the whole or any part of the Property

"Rights" mean all of any Chargor's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of each Chargor's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any Occupational Lease, agreement for any Occupational Lease and any associated

agreements which may be granted by a Chargor or any person deriving title from a Chargor from time to time over or in respect of the whole or any part of the Property and any other properties (freehold or leasehold) in which a Chargor has an interest)

"Secured Liabilities" mean all money, debts, obligations and liabilities from time to time due, owing or incurred by the Chargors or any of them to the Bank or its assignee or successor on any current or other account whatever or otherwise in any manner whatever (whether present or future, whether alone or jointly with any other person, whether actual or contingent, whether as principal or as surety, whether express or implied, in whatever name, form or style, in whatever currency it is denominated, whether originally owing to the Bank or purchased or otherwise acquired by the Bank, its assignee or successor, or otherwise), but excluding any obligation which, if it were included, would result in this Debenture contravening Section 678 of the Companies Act 2006

"Securities" means all stocks, shares, loan notes, bonds, certificates of deposit, depositary receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of each Chargor, together with all property and rights of each Chargor in respect of any account held by or for it as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Security Financial Collateral Arrangement" shall have the meaning given to that expression in the Financial Collateral Regulations

"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006

"Supplemental Debenture" means a supplemental debenture to this Debenture (in form and substance satisfactory to the Bank) creating further assignments, mortgages or charges over the Assets of any Chargor

12 **Construction**

- (a) Unless a contrary indication appears, any reference in this Debenture to
- (i) **"administrators"** are references to administrators appointed under the Insolvency Act, and include administrators appointed under the out-of-court procedure under the Insolvency Act,
 - (ii) the **"Bank"**, **"Chargor"** or **"Chargors"**, or **"Receiver"** shall be construed so as to include its successors in title, permitted assigns, permitted transferees and any delegate of any such person,
 - (iii) a document in **"agreed form"** is a document which is previously agreed in writing by or on behalf of a Chargor and the Bank
 - (iv) **"assets"** includes present and future properties, revenues and rights of every description,
 - (v) a **"certified copy"** means, in relation to a document, a copy of that document bearing the endorsement "Certified a true, complete and accurate copy of the original, which has not been amended otherwise than by a document a certified copy of which is attached", which has been signed and dated by a duly authorised officer of the company or its solicitors and which complies with that endorsement,

- (vi) **"costs"** means all costs, fees, charges or expenses of whatsoever nature (including, without limitation, legal fees) including, without limitation, disbursements and any VAT to be charged on such costs, charges, expenses and disbursements,
- (vii) the term **"Finance Document"** includes all restatements, amendments, modifications, variations and supplements including those providing for further advances. The terms of the other Finance Documents and of any side letters between the Bank and any of the Chargors are incorporated into this Debenture to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Debenture is a valid disposition in accordance with Section 2(i) of the Law of Property (Miscellaneous Provisions) Act 1989,
- (viii) the term the **"Bank"** includes any subsidiary or group company or assignee of the Bank granting or continuing to grant facilities or accommodation to a Chargor,
- (ix) **"indebtedness"** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent,
- (x) **"indemnify"** and **"indemnifying"** any person against any circumstance includes indemnifying and keeping him harmless from all claims, demands, actions and proceedings from time to time made against him and all loss or damage and all payments, costs, expenses, fines and charges made or incurred by that person as a consequence of or which would not have arisen but for that circumstance,
- (xi) **"notice"** includes any notice, demand, consent or other communication,
- (xii) a **"person"** includes any individual, firm, company, corporation, body corporate, unincorporated organisation, government, state or agency or department of a state or any association, trust or partnership (whether or not having separate legal personality) executors, administrators or successors in title of any of the foregoing or two or more of the foregoing,
- (xiii) **"receivers"** are references to receivers of whatsoever nature including, without limitation, receivers and managers and administrative receivers, and
- (xiv) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation,
- (xv) **"writing"** or **"written"** includes faxes but not e-mail,
- (xvi) documents, instruments and agreements (including, without limitation, this Debenture and any document, instrument or agreement referred to in this Debenture) are references to such documents, instruments and agreements as modified, amended, varied, restated, supplemented, substituted, replaced or novated from time to time, and
- (xvii) The Table of Contents, Section, Clause and Schedule headings are references to such Table of Contents, Section, Clause or Schedule of this Debenture, are for ease of reference only and do not affect the interpretation of this Debenture and references to this Debenture include its schedules and any schedule to this Debenture shall have the same force and effect as if set out in the body of this Debenture,

- (b) a statute, or statutory provision or other provision of law (including statutory instruments) includes
 - (i) any subordinate legislation (as defined in Section 21(1), Interpretation Act 1978) made under it,
 - (ii) any repealed statute, or statutory provision or other provision of law which it re-enacts (with or without modification), and
 - (iii) any statute, or statutory provision or other provision of law which modifies, consolidates, re-enacts or supersedes it whether such statute, statutory provision or other provision comes into force before or after the date of this Debenture,
- (c) a time of day is a reference to London time,
- (d) words in the singular include the plural and vice versa and words in one gender include any other gender,
- (e) Where this Debenture states that an obligation shall be performed "**no later than**" or "**within**" a set number of days or months before or after a particular date or event or "**by**" a date which is a set number of days before or after a particular date or event, time shall be counted in calendar days or months and the latest time for performance shall be 12 noon on the last day provided that if the last day falls on a day which is not a Business Day, the latest time for performance shall be extended to 12 noon on the next Business Day
- (f) General words shall not be given a restrictive meaning
 - (i) if they are introduced by the word "**other**" or "**including**" or similar words,
 - (ii) by reason of the fact that they are preceded by words indicating a particular class of act, matter or thing, or
 - (iii) by reason of the fact that they are followed by particular examples intended to be embraced by those general words

1.3 **Trust**

The perpetuity period for any trusts in this Debenture is 125 years

1.4 **Third Party Rights**

- (a) Unless expressly provided in this Debenture, no express term of this Debenture nor any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it. Notwithstanding any term of any Finance Document, the consent is not required to rescind or vary this Debenture at any time of any person who is not a party to it
- (b) For the avoidance of doubt, the terms of this Debenture are intended to be enforceable by any Receiver

2 **Guarantee and Covenant to pay**

2.1 **Each Chargor irrevocably and unconditionally**

- (a) covenants with the Bank to pay to the Bank or discharge on demand all the Secured Liabilities when the Secured Liabilities become due,

- (b) guarantees to the Bank punctual performance by each other Chargor of all that Chargor's obligations in respect of the Secured Liabilities under the Finance Documents,
 - (c) undertakes with the Bank that whenever another Chargor does not pay any amount of the Secured Liabilities when due under or in connection with any Finance Document, that Chargor shall immediately on demand pay that amount as if it was the principal obligor, and
 - (d) agrees with the Bank that if any amount of the Secured Liabilities by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Bank immediately on demand against any cost, loss or liability it incurs as a result of a Chargor not paying any amount of the Secured Liabilities which would, but for such unenforceability, invalidity or illegality, have been payable by it on the date when it would have been due. The amount payable by a Chargor under this indemnity will not exceed the amount it would have had to pay under this Clause 2 if the amount claimed had been recoverable on the basis of a guarantee
- 2.2 The Guarantee contained in this Clause 2 is a continuing guarantee and shall extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge, in whole or in part
- 2.3 If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made by the Bank in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under the Guarantee will continue or be reinstated as if the discharge, release or arrangement had not occurred
- 2.4 The obligations of each Chargor under the Guarantee will not be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under the Guarantee (without limitation and whether or not known to it or the Bank) including
-
- (a) any time, waiver or consent granted to, or composition with, any Chargor or other person,
 - (b) the release of any other Chargor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group,
 - (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security,
 - (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Chargor or any other person,
 - (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security,
 - (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security, or
 - (g) any insolvency or similar proceedings

- 2 5 Without prejudice to the generality of Clause 2 4 above, each Chargor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following business acquisitions of any nature, increasing working capital, enabling investor distributions to be made, carrying out restructurings, refinancing existing facilities, refinancing any other indebtedness, making facilities available to new borrowers, any other variation or extension of the purposes for which any such facility or amount might be made available from time to time, and any fees, costs and/or expenses associated with any of the foregoing
- 2 6 Each Chargor waives any right it may have of first requiring the Bank to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under the Guarantee This waiver applies irrespective of any law or any provision of a Finance Document to the contrary
- 2 7 Until all the Secured Liabilities have been irrevocably paid in full, the Bank may
- (a) refrain from applying or enforcing any other moneys, security or rights held or received by it in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same, and
 - (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under the Guarantee
- 2 8 Until all the Secured Liabilities have been irrevocably paid in full and unless the Bank otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Guarantee or by reason of any amount being payable, or liability arising, under the Guarantee
- (a) to be indemnified by a Chargor,
 - (b) to claim any contribution from any other guarantor of the Secured Liabilities,
 - (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Bank under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Bank,
 - (d) to bring legal or other proceedings for an order requiring any Chargor to make any payment, or perform any obligation, in respect of which any Chargor has given the Guarantee,
 - (e) to exercise any right of set-off against any Chargor, and/or
 - (f) to claim or prove as a creditor of any Chargor in competition with the Bank
- 2 9 If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable the Secured Liabilities to be repaid in full on trust for the Bank and shall promptly pay or transfer the same to the Bank or as the Bank may direct
- 2 10 The Guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by the Bank
- 2 11 Each Chargor gives the guarantees and covenants in this Clause jointly and severally with the other Chargors from time to time

3 **Interest**

Each Chargor shall pay to the Bank interest on the Secured Liabilities to the extent unpaid when due (after as well as before any demand made or judgment obtained or the liquidation or administration of such Chargor) at the Default Rate (without duplication under the Facility Agreement) upon such days as the Bank from time to time may determine, and such interest shall be compounded in the event of it not being paid punctually with quarterly rests in accordance with the usual practice of the Bank but without prejudice to the right to require payment of such interest when due

4 **Security**

4.1 ***General provisions***

All Security created under this Debenture

- (a) is made with full title guarantee in accordance with the Law of Property Act (Miscellaneous Provisions) Act 1994,
- (b) is continuing security for the payment and discharge of the Secured Liabilities, and
- (c) is created in favour of the Bank

4.2 ***Mortgaged Property***

Each Chargor charges by way of first legal mortgage, the Property specified in respect of that Chargor in Part 1 of Schedule 2 to this Debenture, and all Rights relating to such Property

4.3 ***Other Property***

Each Chargor charges, by way of first fixed charge

- (a) all Property not validly charged in Clause 4.2 (*Mortgaged Property*) and all Rights relating to such Property,
- (b) all easements, rights and agreements in respect of all Property, and
- (c) all proceeds of sale derived from all Property

4.4 ***Contracts***

Each Chargor charges, by way of first fixed charge, the Contracts

4.5 ***Book Debts***

Each Chargor charges, by way of first fixed charge, the Book Debts

4.6 ***Intellectual Property***

- (a) Each Chargor charges, by way of first fixed charge, all its Intellectual Property Rights

4.7 ***Plant and Machinery***

Each Chargor charges, by way of first fixed charge, the Plant and Machinery

4.8 ***Securities and Derivative Assets***

- (a) Each Chargor charges by way of first fixed charge, the Securities specified next to its name in Part 2 of Schedule 2 to this Debenture

- (b) Each Chargor charges by way of first fixed charge, all its Securities not charged by Clause 4 8(a)
- (c) Each Chargor charges by way of first fixed charge, all Derivative Assets of a capital nature
- (d) Each Chargor charges by way of first fixed charge, all Derivative Assets of an income nature

4 9 **Bank Accounts**

- (a) Each Chargor charges by way of first fixed charge each Cash Collateral Account, and all monies standing to the credit of each such account
- (b) Each Chargor charges by way of first fixed charge each Book Debt Account, and all monies standing to the credit of each such account
- (c) Each Chargor charges by way of first fixed charge all present and future bank accounts, cash at bank and credit balances of that Chargor not charged by Clause 4 9(a) or Clause 4 9(b) (excluding those arising on fluctuating accounts) with any bank or other person and all rights relating to or attaching to them (including the right to interest)

4 10 **Goodwill**

Each Chargor charges by way of first fixed charge, all the goodwill and uncalled capital for the time being of that Chargor

4 11 **Security Assignments**

- (a) Each Chargor assigns absolutely to the Bank all present and future insurances and the proceeds of such insurances
- (b) Each Chargor assigns absolutely to the Bank the benefit of the Assigned Contracts
- (c) Each Chargor assigns absolutely to the Bank the Rental Income
- (d) Each Chargor assigns absolutely to the Bank the benefit of the Hedging Agreements and any letters of credit issued to it
- (e) The assignments set out in this Clause 4 11 (*Security Assignments*) and Clause 4 12 (*Accruals etc*) are absolute assignments for the purposes of section 136 LPA and are not made by way of charge only
- (f) Any Assigned Assets which are not effectively assigned pursuant to this Clause 4 11 (*Security Assignments*) and Clause 4 12 (*Accruals etc*) will instead be charged by way of first fixed charge

4 12 **Accruals etc**

- (a) Each Chargor assigns absolutely all rights, money or property accruing or payable to that Chargor now or in the future under or by virtue of a Fixed Charge Asset, except to the extent such rights, money or property are for the time being effectively charged under the provisions of Clauses 4 2 (*Mortgaged Property*) to 4 11 (*Security Assignments*) (inclusive)
- (b) Each Chargor charges by way of first fixed charge, that Chargor's rights now or hereafter to recover any VAT on any supplies made to it relating to the Assets any tax refund, rebate or repayment, and any sums so recovered

4 13 Floating Charge

- (a) Each Chargor charges by way of first floating charge, all the undertaking and assets of that Chargor whatsoever, wherever situate, whether movable, immovable, present or future, including, without limitation, its uncalled capital for the time being and all the undertaking and assets of that Chargor referred to above which are, for any reason, not validly charged or assigned pursuant to Clauses 4 2 (*Mortgaged Property*) to 4 12 (*Accruals etc*) (inclusive) of this Debenture
- (b) The floating charge created by this Debenture is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act

5 Conversion of floating charge

5 1 Conversion by notice

The Bank may by notice to the relevant Chargor convert the floating charge contained in this Debenture into a fixed charge as regards such Charged Property as the Bank may specify (whether generally or specifically) in that notice if (i) the Bank reasonably considers that it would be desirable to do so in order to protect, preserve or supplement the charges over the Charged Property or the priority of those charges, or (ii) the Bank reasonably considers the Charged Property to be in jeopardy in any respect, or (iii) an Event of Default has occurred and is continuing, or both

5 2 Automatic conversion

If, without the prior written consent of the Bank (i) any Chargor creates any Security (other than Permitted Security) over any of the Charged Property not expressed to be subject to a fixed charge under this Debenture, or attempts to do so, or (ii) any person levies or attempts to levy any distress, attachment, execution or other legal process against any of such Charged Property, or (iii) any steps are taken for the appointment of, or notice is given of intention to appoint, or a petition is filed or application is made, or a competent court makes an order for the appointment of an administrator, in relation to any Chargor, then the floating charge created by this Debenture over the Charged Property which is the subject of such Security, process, steps or order will automatically, without notice, be converted into a fixed charge as soon as such event occurs

5 3 No conversion as a result of Moratorium

Notwithstanding any other provision of this Debenture, the floating charge contained in this Debenture or any Accession Deed may not be converted into a fixed charge solely by reason of the obtaining of a moratorium, or anything done with a view to obtaining a moratorium, as a preliminary to a creditors voluntary arrangement, by an eligible company (as determined by Schedule A1 of the Insolvency Act) under the Insolvency Act

6 Notices of Assignment and Charge

6 1 Notices of Assignment

Each Chargor shall promptly give notice (in the case of (a) and (b) below, in the form set out in Schedule 3 to this Debenture, and in the case of (c) and (d) below in such form as the Bank may require) of

- (a) the assignment of the Assigned Contracts under this Debenture to each counterparty to an Assigned Contract,
- (b) if the Bank so requires, the assignment of its insurance policies under this Debenture to its insurers,

- (c) the charge over its bank accounts with any bank other than the Bank under this Debenture to its account bank, and
- (d) if the Bank so requires, the assignment of any other Assigned Asset to a relevant third party as required by the Bank,

and in each case shall use its reasonable endeavours to procure that each such person executes and delivers to the Bank an acknowledgement of such notice in form and substance satisfactory to the Bank

6 2 **Notice of Charge**

Each Chargor shall, at the request of the Bank and at such Chargor's expense, promptly affix to, or register, endorse or cause to be registered or endorsed on such register and/or documents of title of, such of the Charged Property as the Bank reasonably requires, identifying thereby the charge constituted by or pursuant to this Debenture

6 3 **Notices to Third Parties**

Each Chargor shall, at the request of the Bank and at such Chargor's expense, promptly deliver any notices to any third party having rights or liabilities in or to all or any of the Charged Property as the Bank reasonably requires, notifying thereby the charge constituted by or pursuant to this Debenture, and shall use all reasonable endeavours to procure that each such person executes and delivers to the Bank an acknowledgement of such notice in form and substance satisfactory to the Bank

7 **Further assurance**

Each Chargor shall at any time if required by the Bank and at such Chargor's own expense

- (a) execute and deliver to the Bank such further Supplemental Debentures, legal or other mortgages, charges, assignments, securities, authorities, documents, acts and things as the Bank in its discretion may require of the whole or such part of the Assets as the Bank may specify, in such form as the Bank in its discretion may require, to secure the payment or discharge of the Secured Liabilities or to vest the whole or such part of the Assets in the Bank, its nominee, a Receiver, or in any purchaser from the Bank or a Receiver or to perfect or protect the security created by this Debenture, and
- (b) pending the execution and delivery of any such further Security, hold such Assets upon trust for the Bank or in any other manner required by the Bank subject to the provisions of this Debenture

8 **Deposit of documents and title deeds**

8 1 While the Debenture Security subsists, each Chargor shall deposit with the Bank

- (a) all deeds and documents of title relating to the Property (including, without limitation, all Occupational Leases),
- (b) all stock and share certificates or other documents of title to or representing the Securities (including without limitation the Securities listed in Part 2 of Schedule 2 to this Debenture) and the Derivative Assets (together with duly executed blank transfers), and
- (c) to the extent requested by the Bank from time to time
 - (i) certified copies of all the Assigned Contracts,
 - (ii) certified copies of all Hedging Agreements and all letters of credit issued to it,

(iii) all deeds and documents of title (if any) relating to the Book Debts,

8 2 The Bank shall be entitled to provide for the safe custody by third parties of all stock and share certificates and documents of title deposited with the Bank or its nominee at the expense of the Chargors and shall not be responsible for any loss of or damage to any such certificates or documents not caused by its own negligence

9 **Bank Accounts and Book Debts**

9 1 ***Cash Collateral Accounts***

While the Debenture Security subsists, no Chargor shall, except with the prior written consent of the Bank, withdraw or attempt or be entitled to withdraw from the Cash Collateral Accounts all or any monies standing to the credit of such Cash Collateral Accounts

9 2 ***Book Debts and the Book Debts Account***

While the Debenture Security subsists, each Chargor shall

- (a) collect and realise all Book Debts in the ordinary course of its business (for the avoidance of doubt, it is hereby declared that for the purposes of this Debenture, the ordinary course of business of that Chargor does not include or extend to the selling, assigning or in any other way factoring or discounting any Book Debts),
- (b) hold the proceeds of such collection and realisation of the Book Debts upon trust for the Bank pending payment of such proceeds into the Book Debts Account,
- (c) pay the proceeds of such collection and realisation into the Book Debts Account,
- (d) not, except with the prior written consent of the Bank, withdraw or attempt or be entitled to withdraw from the Book Debts Account all or any monies standing to the credit of the Book Debts Account, and

~~(e) if called upon so to do by the Bank following an Event of Default, execute a legal assignment of the Book Debts to the Bank in such terms as the Bank in its discretion may require, give such notice of that legal assignment to the debtors from whom the Book Debts are due, owing or incurred and take any such other steps as the Bank in its discretion may require to perfect such legal assignment~~

9 3 ***Other Bank Accounts***

At any time when an Event of Default has occurred and is continuing, if the Bank has served written notice on the Parent requiring the same, no Chargor shall, except with the prior written consent of the Bank, withdraw or attempt or be entitled to withdraw from any of its bank accounts all or any monies standing to the credit of such bank accounts

10 **Dividends, voting rights and Nominees**

10 1 ***Dividends and voting rights***

For so long as no Event of Default has occurred, each Chargor may

- (a) subject to Clause 8 (*Deposit of document and title deeds*), receive and retain all dividends, interest and other income deriving from and received by it in respect of the Securities and the Derivative Assets, and
- (b) exercise all voting and other rights and powers attached to the Securities and the Derivative Assets provided that such exercise does not adversely affect the Securities and the Derivative Assets and is not otherwise inconsistent with this Debenture

10.2 **Bank's powers of enforcement over the Securities and the Derivative Assets**

(a) Following the occurrence of an Event of Default

- (i) the Bank may in its discretion (in the name of any Chargor or otherwise and without any consent or authority on the part of any Chargor) exercise all the powers given to trustees by Section 10(3) and (4) of the Trustee Act 1925 (as amended by Section 9 of the Trustee Investments Act 1961) in respect of those Securities and Derivative Assets subject to a trust,
- (ii) all dividends, interest and other income forming part of the Securities and Derivative Assets shall, unless otherwise agreed between the Bank and the Parent, be paid without any set-off or deduction whatsoever to an interest bearing suspense account in the name of the Bank and shall be retained by the Bank until applied as provided in this Debenture as part of the Securities and the Derivative Assets, and any such monies which may be received by a Chargor shall, pending such payment, be held in trust for the Bank,
- (iii) all voting rights in respect of all Securities and Derivative Assets charged by Clause 4.8 (*Securities and Derivative Assets*) may be exercised (without obligation to do so) by the Bank (or its nominee) in such a manner as it shall (in its absolute discretion) see fit,
- (iv) (if directed to do so in writing by the Bank) each Chargor shall procure the registration in its books of the transfer of the Securities and the Derivative Assets to the Bank (or its Nominees), the entry of the Bank (or its Nominees) in the register of members of the company or companies which has/have issued the Securities as the holder or holders of the Securities and the Derivative Assets and the issue of new share certificates in respect of the Securities and the Derivative Assets to the Bank (or its Nominees), and
- (v) upon the accrual, offer, issue or receipt of any Derivative Assets, each Chargor shall deliver or pay to the Bank or procure the delivery or payment to the Bank of all such Derivative Assets or the stock or share certificates or ~~other documents of title to or representing them together with duly-executed blank transfers~~

(b) The Bank shall not have any duty as to any Securities or Derivative Assets and shall not incur liability for

- (i) ascertaining or taking action in respect of any calls, instalments, conversions, exchanges, maturities, tenders or other matters in relation to any Securities or Derivative Assets or the nature or sufficiency of any payment whether or not the Bank has or is deemed to have knowledge of such matters, or
- (ii) taking any necessary steps to preserve rights against prior parties or any other rights pertaining to any Securities or Derivative Assets, or
- (iii) any failure to present any interest, coupon or any bond or stock drawn for repayment or for any failure to pay any call or instalment or to accept any offer or to notify any Chargor of any such matter or for any failure to ensure that the correct amounts (if any) are paid or received in respect of the Securities or the Derivative Assets

11 **Representations and warranties**

Each Chargor makes the representations and warranties set out in this Clause 11 (*Representations and warranties*) to the Bank on the date of this Debenture and as contemplated in Clause 11.14 (*Repetition*) below

11.1 Status

It has the power to own and grant security as contemplated in this Debenture over its assets

11.2 Binding obligations

The obligations expressed to be assumed by it in this Debenture are, subject to the Legal Reservations, legal, valid and binding obligations, enforceable in accordance with their terms

11.3 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, this Debenture do not and will not conflict with

- (a) any law or regulation applicable to it,
- (b) its or any of its Subsidiaries' constitutional documents, or
- (c) any agreement or instrument binding upon it or any of its Subsidiaries or any of its or any of its Subsidiaries' assets nor constitute a default or termination event (however described) under any such agreement or instrument

11.4 Power and authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Debenture and the transactions contemplated by this Debenture

11.5 Validity and admissibility in evidence

All Authorisations required or desirable

- (a) to enable it lawfully to enter into, exercise its rights under and comply with its obligations in, this Debenture, and

- (b) to make this Debenture admissible in evidence in its Relevant Jurisdiction,

have been obtained or effected and are (subject to the Legal Reservations) in full force and effect

11.6 No filing

Under the law of its Relevant Jurisdiction, it is not necessary that this Debenture be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration, notarial or similar tax or fees be paid on or in relation to this Debenture or the transactions contemplated by this Debenture (other than with the Registrar of Companies and (if required) the Land Registry and the Trade Marks Registry at the Patents Office)

11.7 Governing law

- (a) The choice of English law as the governing law of this Debenture will be recognised and enforced in its Relevant Jurisdiction
- (b) Any judgment obtained in England in relation to this Debenture will be recognised and enforced in its Relevant Jurisdiction

11.8 No default

No Event of Default is reasonably likely to result from the entry into, the performance of, or any transaction contemplated by, this Debenture

11 9 No Security

No Security nor quasi-Security (other than as permitted by the Facility Letter) exists over all or any part of the assets of the Chargor

11 10 Ownership of the Charged Property

- (a) It is the sole legal and beneficial owner of the Charged Property as from the date it or any part of it becomes charged under this Debenture and its rights in respect of the Charged Property are free from any Security of any kind other than under this Debenture or as permitted by the Facility Letter
- (b) Schedule 2 (*The Secured Assets*) identifies
 - (i) all the freehold and leasehold Property situated in England and Wales,
and
 - (ii) all the Securities in respect of companies incorporated in England and Wales,
beneficially owned by each Chargor at the date of the Debenture
- (c) The Securities listed in Part 2 of Schedule 2 are all fully paid

11 11 Future Security

Except as contemplated by this Debenture, the execution of this Debenture by it and its exercise of the rights and performance of its obligations under this Debenture will not result in the existence of or oblige any Chargor to create any Security over all or any of its present or future revenues or assets

11 12 Occupational Leases

The Occupational Leases are valid, binding and enforceable in accordance with their respective terms and the details of the Occupational Leases are true and accurate

11 13 Occupiers' interests

There is no person in occupation of the Property who has any interest in such property whether pursuant to Part IV of the Family Law Act 1996, Schedule 1, Schedule 3 or Schedule 12 of the 2002 Act or otherwise, save for a Chargor

11 14 Repetition

The representations and warranties set out in this Clause 11 (*Representations and Warranties*) are given and made on and as of the date of this Debenture, shall survive the execution of this Debenture and are continuing representations and warranties which are deemed to be repeated during the continuance of the Debenture Security

12 General undertakings

Each Chargor gives each of the undertakings contained in this Clause 12 (*General undertakings*) to the Bank and each of the undertakings shall remain in force while the Debenture Security subsists

12 1 Authorisations

Each Chargor shall promptly

- (a) obtain, comply with and do all that is necessary to maintain in full force and effect,

and

(b) supply certified copies to the Bank of,

any Authorisation required under any law or regulation of a Relevant Jurisdiction of incorporation to enable it to perform its obligations under this Debenture and to ensure the legality, validity, enforceability or admissibility in evidence of this Debenture

12.2 ***Compliance with laws***

Each Chargor shall comply in all respects with all laws to which it may be subject, and all obligations under any statute and all byelaws and regulations relating to the whole or any part of the Charged Property, if failure so to comply has or is reasonably likely to have a Material Adverse Effect

12.3 ***Negative pledge and Restriction on dealing***

No Chargor shall do any of the following without the prior written consent of the Bank

- (a) create or allow to create any Security over any of its Assets,
- (b) sell, lease, licence, transfer, loan or otherwise dispose of any of its Assets (whether by a voluntary or involuntary single transaction or series of transactions), or
- (c) permit or agree to any variation of the rights attaching to the whole or any part of the Charged Property,

12.4 ***Environment***

(a) Each Chargor shall comply with all Environmental Laws, obtain, maintain and ensure compliance with all requisite Environmental Permits and implement procedures to monitor compliance with and to prevent liability under any Environmental Law, in each case where failure to do so has or is reasonably likely to have a Material Adverse Effect

(b) Each Chargor shall, promptly upon becoming aware of the same, inform the Bank in writing of

- (i) any Environmental Claim against it which is current, pending or threatened, and
- (ii) any facts or circumstances which are reasonably likely to result in any Environmental Claim being commenced or threatened against it,

where the claim, if determined against it, has or is reasonably likely to have a Material Adverse Effect

(c) Each Chargor shall, promptly upon becoming aware of the same, inform the Bank in writing of

- (i) any notice or other communication adversely varying or increasing conditions on, or suspension of, any environmental licence or consent relating to any of the Charged Property, and
- (ii) any facts or circumstances which are reasonably likely to result in any environmental licence or consent relating to any of the Charged Property being adversely varied, having more onerous conditions attached to it, being suspended or being withdrawn

12.5 ***Insurance***

Each Chargor shall

- (a) effect and maintain insurances at its own expense in respect of all of its assets and business with reputable independent insurers. Such insurances shall
 - (i) provide cover against all risks which are normally insured against by other companies carrying on the same or substantially similar businesses, including, without limitation, insurance against business interruption, terrorism and loss of profits,
 - (ii) be in such amounts as would in the circumstances be prudent for such companies,
- (b) supply on request copies of each of its policies of insurance together with the current premium receipts relating to each such policy,
- (c) ensure that the interest of the Bank is noted on all its insurance policies in respect of its Charged Property from time to time,
- (d) duly and punctually pay all premiums and any other moneys necessary for maintaining its insurance policies in full force and effect. If the Chargor at any time fails to pay any such premiums or other moneys, the Bank may pay such premiums and other moneys and the Company shall reimburse the Bank for the amount of such premiums and other moneys within 3 Business Days of demand, and
- (e) not, without the prior written consent of the Bank, do any act or commit any default which might prejudice the insurance policies, including, without limitation, any act or default whereby the insurance policies might become void or voidable

12.6 Insurance monies

- (a) Any monies received by virtue of any insurance relating to the whole or any part of the Charged Property (whether effected pursuant to this Debenture or otherwise) shall be deemed to be part of the Charged Property. Each Chargor shall apply all such monies in accordance with the terms of the Finance Documents or, if the Bank in its discretion so requires, towards discharge of the Secured Liabilities
- (b) Each Chargor shall ensure that all such monies referred to in Clause 12.6(a) (*Insurance monies*) which are not paid directly by the insurers to the Bank shall be held by the recipient upon trust for the Bank and be applied by that Chargor in accordance with Clause 12.6(a) (*Insurance monies*)
- (c) This Clause applies whether or not the Debenture Security has become enforceable

12.7 To repair

Each Chargor shall

- (a) at all times keep in good and substantial repair and condition all the Charged Property including, without limitation, all buildings, erections and structures on and in the Property,
- (b) keep all Plant and Machinery in good repair, working order and condition and fit for its purpose, and
- (c) where it is uneconomic to repair any part of the Charged Property, replace such property by another similar asset of equal or greater quality and value

12.8 To allow entry

Each Chargor shall allow, and shall procure that any person occupying the whole or any part of the Property under any Occupational Lease will allow, the Bank and its agents, with or without surveyors, workmen or others authorised by it upon prior notice (except in an emergency) to enter the Property from time to time in order to view the Charged Property, to carry out any repairs on the Charged Property which the Bank considers necessary or to do anything the Bank is entitled to do pursuant to Clause 14 (*Bank's performance of covenants*)

12 9 *Alterations*

No Chargor shall

- (a) commit any waste, or in any manner lessen the value of the Property,
- (b) except with the prior written consent of the Bank carry out any works of demolition, construction, refurbishment, addition or otherwise in or to the Property,
- (c) sever any Fixtures, or
- (d) except with the prior written consent of the Bank, make any alterations to the Property

12 10 *No creation of leases*

No Chargor shall, without the express prior written consent of the Bank

- (a) grant nor agree to grant (whether in exercise of any statutory power or otherwise) any lease, underlease, tenancy or agreement for lease affecting the Property,
- (b) confer nor agree to confer on any other person any other right or licence to occupy any land or buildings forming part of the Property nor grant any licence or permission to assign, underlet or sub-let nor part with, nor share occupation or possession of, the Property or any part thereof,
- (c) waive, release nor vary or agree to waive, release or vary any of the terms of any ~~lease, underlease, tenancy or agreement for lease affecting the Property including the~~ determination or review of any rent payable thereunder nor exercise any power to terminate or extend the same,
- (d) forfeit nor commence proceedings for forfeiture nor exercise any right of re-entry nor accept the surrender of any lease, underlease, tenancy or agreement for lease affecting the Property, nor
- (e) change nor permit or suffer to be changed the present user of any part of the Property

12 11 *No creation of easements etc.*

No Chargor shall grant, create, or permit to be acquired, any easement, right or privilege relating to or affecting the whole or any part of the Charged Property

12 12 *Unregistered interests*

No Chargor shall, without the prior written consent of the Bank, permit any person to be registered as proprietor of the Property or any part thereof or interest therein under the 2002 Act nor create or permit to arise any unregistered interest affecting the Property within the meaning given in Schedule 1 or Schedule 3 of the 2002 Act

12 13 *VAT*

No Chargor shall, without the express prior written consent of the Bank, exercise any option to waive exemption from VAT in relation to the Charged Property or any part thereof and will

provide to the Bank, on demand, such details of the Chargor's registration for VAT purposes as the Bank requires

12 14 Notices relating to a Chargor

Each Chargor shall immediately notify the Bank in the event of any creditor executing diligence against it or if any distress or execution is levied or enforced against it or any third party debt order or freezing order is made and served on it or any steps are taken (including, without limitation, the making of any application or the giving of any notice) by any person (including, without limitation, that Chargor or its directors or members, or any of them) in relation to potential or actual administration, receivership, winding-up or dissolution

12 15 To provide information

Each Chargor shall supply to the Bank on demand such information, documents or papers relating to the Charged Property from time to time as the Bank in its discretion may require

12 16 Access and information

If a Default is continuing or the Bank reasonably suspects that a Default is continuing or may occur, then each Chargor shall

- (a) permit the Bank, its representatives and agents free access at all reasonable times to examine and take copies and extracts from the records, books of account and statutory books of that Chargor,
- (b) supply to the Bank all additional information which the Bank may in its discretion require in connection with such examination, and
- (c) co-operate and comply with all reasonable requests relating to such examination

Each Chargor shall, unless it has the prior written consent of the Bank, take prudent steps to preserve the Intellectual Property Rights necessary for the conduct of its business, use reasonable endeavours to prevent any infringement in any material respect of the Intellectual Property Rights and not use nor permit the Intellectual Property Rights to be used in a way or take any step or omit to take any step in respect of the Intellectual Property Rights which may materially and adversely affect the existence or value of the Intellectual Property Rights

12 17 Miscellaneous undertakings

Each Chargor shall, unless it has the prior written consent of the Bank

- (a) punctually pay or cause to be paid all rents, rates, taxes, duties, assessments and other outgoings payable in respect of the Charged Property or any part thereof, and
- (b) not do, cause or permit to be done anything which would cause the value or marketability of any Charged Property to depreciate or be jeopardised or prejudiced (or make any omission which has such an effect),
- (c) ensure that at all times any unsecured and unsubordinated claims of the Bank against it rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors except those creditors whose claims are mandatorily preferred by laws of general application to companies,
- (d) take all reasonable and practical steps to preserve and enforce the Chargor's rights and pursue any claims and remedies arising under any Acquisition Documents, save where it is demonstrably not in the commercial interests of the Group to do so,
- (e) ensure that all transactions entered into with any person are done so on arm's length terms and for full market value, except as may be permitted by the Facility Letter, and

- (f) maintain all bank accounts of the Chargor with the Bank or affiliates of the Bank

13 Costs

Each Chargor shall, promptly on demand, pay to the Bank or the Receiver, or discharge (as the case may be), all costs and expenses (including legal fees) reasonably incurred by any of them in connection with

- (a) the negotiation, preparation, printing and execution of, and
- (b) any amendment, variation or release (in whole or in part), including the negotiation, preparation, printing and execution of any amendment, variation or release, of, and
- (c) the enforcement of, or preservation of rights under, this

this Debenture, on a full and unlimited indemnity basis, together with interest at the Default Rate from the date the relevant cost was expended, incurred or suffered (whichever is the earlier) by the Bank or the Receiver (as the case may be) until full payment or discharge of such cost and such cost shall form part of the Secured Liabilities

14 Bank's performance of covenants

If any Chargor fails to perform any of the undertakings contained in Clauses 12.4 (*Environment*) or 12.5 (*Insurance*) then, in so far as competent, the Bank may perform any such covenant at that Chargor's expense and that Chargor shall reimburse the Bank for the costs of such performance on demand. Nothing in this Debenture shall oblige the Bank to perform any covenant of any Chargor.

15 Default

15.1 Enforcement

The Debenture Security shall become enforceable without further notice immediately

-
- (a) on the occurrence of an Event of Default, or
 - (b) if any Chargor requests the Bank to appoint an administrator or a receiver over the whole or any part of its undertaking or assets

15.2 Enforcement

- (a) On and at any time after the Debenture Security becomes enforceable, the Security Agent will be entitled to enforce all or any part of the Debenture Security in any manner it sees fit, including without limitation by exercising all or any of the powers conferred on a mortgagee by the LPA (as varied or extended by this Debenture), all or any of the powers conferred on the holder of a qualifying floating charge (as defined in the Insolvency Act) and all or any of the rights and powers conferred by this Debenture.
- (b) Without limiting the generality of sub-clause (a) above, on and at any time after the occurrence of an Event of Default, the Security Agent in its absolute discretion may by written notice to a Chargor
 - (i) declare the Secured Liabilities to be immediately due and payable by it, together with all accrued interest thereon and any other sums then owed by the relevant Chargor under any Finance Document to which it is a party and, upon that declaration, such sums shall become immediately due and payable without demand or notice of any kind, all of which are hereby expressly waived by the relevant Chargor, and/or

- (ii) declare the Secured Liabilities to be due and payable on demand of the Security Agent, and/or
- (iii) declare the security constituted by the Finance Documents to be enforceable, and/or
- (iv) appropriate (for the purposes of the Financial Collateral Regulations and subject to Clause 15 3 (*Financial Collateral*) below) any part or the whole of the Financial Collateral secured by this Debenture

15 3 **Financial Collateral**

- (a) To the extent that any of the Charged Property constitutes Financial Collateral and is subject to a Security Financial Collateral Arrangement created by or pursuant to this Debenture, the Bank shall have the right, at any time after the Debenture Security has become enforceable, to appropriate all or any part of those Assets in or towards the payment or discharge of the Secured Liabilities
- (b) The value of any Assets appropriated in accordance with this Clause 15 3 (*Financial Collateral*) shall be determined by such method as the Bank may reasonably select (including independent valuation), at the time the right of appropriation is exercised. Each Chargor agrees that the methods of valuation provided for in this Clause 15 3 (*Financial Collateral*) are commercially reasonable for the purposes of Regulation 18 of the Financial Collateral Regulations
- (c) To the extent that the Assets constitute Financial Collateral, each Chargor agrees that such Assets shall be held or designated so as to be under the control of the Bank for all purposes of the Financial Collateral Regulations

16 **Statutory power of sale**

- 16 1 For the purposes of all powers under this Debenture and implied by statute, and in particular the power of sale under Section 101 of the LPA (Powers incident to estate or interest in a mortgage), the Secured Liabilities will be deemed to have become due immediately on the date of this Debenture and Section 103 of the LPA (Regulation of exercise of power of sale) and Section 93 of the LPA (Restriction on consolidation of mortgages) will not apply
- 16 2 The statutory powers of leasing conferred on the Bank are extended so as to authorise the Bank to lease, make arrangements for leases, accept surrender of leases and grant options on such terms and conditions as the Bank may in its discretion think fit. The Bank is not obliged to comply with any of the provisions of Section 99 (Leasing powers of mortgagor and mortgagee in possession) and Section 100 (Powers of mortgagor and mortgagee in possession to accept surrenders of leases) of the LPA
- 16 3 Each of the Bank and the Receiver may exercise the statutory power of sale and the statutory powers of leasing, as amended and varied in the foregoing clauses, and all other statutory powers, in respect of the whole or any part of the Property

17 **Administrator**

At the time that, or at any time after, the Debenture Security becomes enforceable, whether or not the Bank has entered into or taken possession of the whole or any part of the Charged Property pursuant to this Debenture, the Bank may, insofar as permitted by law, at its option and in addition to any right to appoint a Receiver, by writing under the hand of any authorised officer of the Bank, appoint, petition the relevant court to appoint or apply to the court for the appointment of any person to be an administrator of any Chargor under the Insolvency Act and such person shall, from the effective date of such appointment, be an administrator

18 Receiver

18.1 Appointment of Receiver

- (a) At any time that, or at any time after, the Debenture Security becomes enforceable, whether or not the Bank has entered into or taken possession of the whole or any part of the Charged Property pursuant to this Debenture
- (i) the Bank may, insofar as permitted by law, at its option, by writing under the hand of any authorised officer of the Bank, appoint any person to be a receiver of the Charged Property and such person shall, with effect from the effective date of such appointment, be a Receiver provided that this provision shall not apply solely by reason of the obtaining of a moratorium, or anything done with a view to obtaining a moratorium, as a preliminary to a creditors voluntary arrangement, by an eligible company (as defined in Schedule A1 of the Insolvency Act) under the Insolvency Act,
- (ii) the Bank may, from time to time, in similar manner, remove the Receiver and appoint another in his place,
- (iii) the Bank may, either at the time of appointment or at any time thereafter, fix the remuneration of the Receiver (excluding for the purposes of this Clause the limitation set out in Section 109(6) LPA (Appointment, powers, remuneration and duties of receivers)),
- (iv) the Bank and any Nominee wherever situate may, without further notice and without the restrictions contained in Section 103 of the LPA (Regulation of exercise of power of sale), exercise in respect of all or any part of the Securities and the Derivative Assets all the powers and rights exercisable by the registered holder of the Securities and the Derivative Assets and all other powers conferred on mortgagees by the LPA as varied or extended by this Debenture, and
- (v) the Bank and any Nominee wherever situate may apply any dividends, interest or other payments received or receivable by the Bank or by such Nominee in respect of the Securities and the Derivative Assets as if they were proceeds of sale
- (b) None of the restrictions imposed by the LPA in relation to the appointment of receivers, the giving of notice or otherwise shall apply
- (c) The Receiver may from time to time delegate, by power of attorney or otherwise, to any person any of his powers and discretions, whether arising by statute, the provisions of this Debenture or otherwise, upon such terms and for such periods of time as he may in his discretion think fit and may from time to time terminate any such delegation. Neither the Bank nor any Receiver shall be liable to any Chargor for any loss or damage arising from any such delegate's act, default, neglect or misconduct of any nature whatsoever

18.2 Powers of Receiver

The Receiver has all the powers to do or abstain from doing anything which the Bank or any Chargor could do or abstain from doing in relation to the Charged Property including, without limitation the powers conferred by Section 109 of the LPA (Appointment, powers, remuneration and duties of receivers) and, in the case of a Receiver who is an administrative receiver, the powers conferred by Section 29 of the Insolvency Act (Definitions) and Schedule 1 to the Insolvency Act (Powers of administrator or administrative receiver), and in particular the Receiver may

(a) *Possession*

take immediate possession of, get in and collect the Charged Property or any part thereof,

(b) *Carry on business*

carry on, manage or concur in carrying on or managing the whole or any part of the business of any Chargor as he in his discretion may think fit,

(c) *Protection of assets*

- (i) manage, insure, repair, decorate, maintain, alter, improve, develop, construct, modify, refurbish, renew or add to the Charged Property or concur in so doing,
- (ii) commence, continue or complete any new works, unfinished work, building operations, construction, reconstruction, maintenance, furnishing, finishing or fitting-out on the Property,
- (iii) apply for and maintain any planning permissions, building regulations, approvals and any other permissions, consents or licences,

in each case as he in his discretion may think fit,

(d) *Realisation of assets*

sell, exchange, convert into money and realise the Charged Property or concur in so doing by public auction or private contract and generally in such manner and on such terms as he in his discretion may think fit. Without prejudice to the generality of the foregoing, he may do any of these things for any valuable consideration, whether full market value or otherwise, including, without limitation, cash, shares, stock, debentures or other obligations. Any such consideration may be payable in a lump sum or by instalments spread over such period as he in his discretion may think fit,

(e) *Let, hire or lease*

- (i) let, hire or lease (with or without premium) and accept surrenders of leases or tenancies or concur in so doing,
- (ii) grant rights, options or easements over and otherwise deal with or dispose of, and exercise all rights, powers and discretions incidental to, the ownership of the Charged Property,
- (iii) exchange or concur in exchanging the Charged Property,

in each such case in such manner and generally on such terms as he may in his discretion think fit, with all the powers of an absolute beneficial owner. The Receiver may exercise any such power by effecting such transaction in the name or on behalf of the relevant Chargor or otherwise,

(f) *Registration*

use a Chargor's name to effect any registration or election for tax or other purposes,

(g) *Insurances*

effect, review or vary insurances,

(h) *Borrowing*

for the purpose of exercising any of the powers, authorities or discretions conferred on him by or pursuant to this Debenture or of defraying any costs (including, without limitation, his remuneration) which are incurred by him in the exercise of such powers, authorities or discretions or for any other purpose, to raise and borrow money or incur any other liability either unsecured or secured on the Charged Property, either in priority to the Debenture Security or otherwise, and generally on such terms as he in his discretion may think fit. No person lending such money is to be concerned to enquire as to the propriety or purpose of the exercise of such power or as to the application of money so raised or borrowed,

(i) *Lending*

lend money to any person,

(j) *Advance credit*

advance credit, in the ordinary course of the Chargor's business, to any person,

(k) *Make calls*

make, or require the directors of any Chargor to make, such calls upon the shareholders of that Chargor in respect of any uncalled capital of that Chargor as the Receiver in his discretion may require and enforce payment of any call so made by action (in the name of that Chargor or the Receiver as the Receiver in his direction may think fit) or otherwise,

(l) *Compromise*

(i) settle or compromise any claim by, adjust any account with, refer to arbitration any dispute with, and deal with any question or demand from, any person who is, or claims to be, a creditor of any Chargor, as he may in his discretion think fit, and

(ii) settle or compromise any claim, adjust any account, refer to arbitration any dispute and deal with any question or demand relating in any way to the Charged Property, as he in his discretion may think fit,

(m) *Proceedings*

in the name of any Chargor, bring, prosecute, enforce, defend or abandon all such actions, suits and proceedings in relation to the Charged Property as he in his discretion may think fit,

(n) *Subsidiaries*

(i) promote the formation of any subsidiary of any Chargor with a view to such subsidiary purchasing, leasing, licensing or otherwise acquiring an interest in the Charged Property,

(ii) arrange for the purchase, lease, licence or acquisition of an interest in the Charged Property by any such subsidiary for any valuable consideration, including, without limitation, cash, shares, debentures, loan stock, convertible loan stock or other securities, profits or a sum calculated by reference to profits, turnover, royalties, licence fees or otherwise, whether or not secured on the undertaking or assets of such subsidiary and whether or not such consideration is payable or receivable in a lump sum or at any time or any number of times by instalments spread over such period, as the Receiver in his discretion may think fit, and

(iii) arrange for such subsidiary to trade or cease to trade as the Receiver in his discretion may think fit,

(o) *Employees*

appoint and discharge any manager, officer, agent, professional adviser, employee and any other person, upon such terms as he in his discretion may think fit,

(p) *Receipts*

give valid receipts for all monies and execute all assurances and things which he in his discretion may think proper or desirable for realising the Charged Property,

(q) *Environment*

conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions, whether required under Environmental Law or by the Bank or otherwise and comply with all lawful orders and directives of all Authorities regarding Environmental Law,

(r) *Delegation*

delegate any or all of his powers in accordance with this Debenture, and

(s) *General powers*

do all such other acts and things as the Receiver in his discretion may consider to be incidental or conducive to any of the matters or powers set out in this Debenture or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property

18.3 Receiver as agent of a Chargor

The Receiver is at all times and for all purposes the agent of the Chargor over which, or over the assets of which, he is appointed. Subject to the provisions of the Insolvency Act, that Chargor is solely responsible for all the Receiver's and the Receiver's delegates' acts, defaults, neglect and misconduct of any nature whatsoever and for his remuneration and costs, to the exclusion of liability on the part of the Bank

18.4 No obligation

The Receiver is not obliged to exercise any nor all of the powers set out in this Clause 18

18.5 Several power

Where more than one Receiver is appointed, each Receiver has the power to act severally unless the Bank specifies otherwise in the appointment of such Receiver

18.6 Powers exercisable by the Bank

- (a) The Bank may exercise all powers granted to the Receiver by this Debenture, whether as attorney of any Chargor or otherwise
- (b) The powers of the Receiver set out above are in addition to, and without prejudice to, all statutory and other powers of the Bank as provided in Clause 16 (*Statutory power of sale*) or otherwise and so that, inter alia, such powers are and remain exercisable by the Bank in respect of that part of the Charged Property in respect of which no appointment of a Receiver by the Bank is from time to time subsisting

18.7 Application of proceeds

The provisions of Sections 99 to 109 inclusive of the LPA are varied and extended to the extent that all monies received by the Receiver shall be applied (subject to the provisions of the Insolvency Act, in so far as applicable to this Debenture) in the following order

- (a) in full payment of his remuneration and the costs of realisation including, without limitation, all costs of, or incidental to, any exercise of any power referred to in this Debenture, including, without limitation, all outgoings paid by the Receiver,
- (b) providing for the matters specified in paragraphs (i) to (iii) inclusive of Section 109 (8) of the LPA (Appointment, powers, remuneration and duties of receiver),
- (c) in or towards satisfaction of any debts or other imposts which are by statute made payable in preference to the Secured Liabilities to the extent to which such debts or imposts are made so payable,
- (d) if so required by the Bank in its discretion, in or towards satisfaction of the Secured Liabilities, and
- (e) to the person or persons entitled to any surplus

19 Protection of third parties

19 1 Any person (including, without limitation, any purchaser, mortgagor or mortgagee) (in this Clause 19 (*Protection of Third Parties*) a "**purchaser**") dealing with the Bank or the Receiver may assume without inquiry that

- (a) some part of the Secured Liabilities has become due,
- (b) a demand for such Secured Liabilities has been duly made, if required, and
- (c) such Secured Liabilities have become due within the meaning of Section 101 of the LPA (Powers incident to estate or interest in a mortgage)

19.2 ~~No purchaser dealing with the Receiver or the Bank is to be concerned to enquire whether any power exercised or purported to be exercised by the Receiver or the Bank has become exercisable, or as to the propriety or regularity of any sale by, or other dealing with, the Receiver or the Bank. Any such sale or dealing is deemed to be within the powers conferred by this Debenture and to be valid and effective accordingly. All the protection to purchasers contained in Section 104 (Conveyance on sale) and Section 107 (Mortgagee's receipt, discharges etc.) of the LPA and Section 42(3) of the Insolvency Act (Prohibition upon enquiry into administrative receiver's powers) apply to any purchaser~~

20 No liability as mortgagee in possession

20 1 Mortgagee's liability

Neither the Bank nor the Receiver is

- (a) liable to account as mortgagee in possession in respect of the Charged Property, nor
- (b) liable for any loss upon realisation or exercise of any power, authority or right of the Bank or the Receiver arising under this Debenture, nor for any act, default, neglect or misconduct of any nature whatsoever

20 2 Possession

If the Bank or the Receiver enters into possession of the Charged Property, such person may at any time go out of possession at their own discretion

21 **Delegation**

21 1 ***Power of Attorney***

The Bank or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Debenture

21 2 ***Terms***

Any delegation under Clause 22 (*Power of Attorney*) may be made upon any terms (including power to sub-delegate) which the Bank or any Receiver may think fit

21 3 ***Liability***

Neither the Bank nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate

22 **Power of attorney**

22 1 Each Chargor irrevocably and by way of security appoints the Bank, each person deriving title from the Bank and the Receiver, jointly and severally to be its attorney (with full power to appoint substitutes and to delegate) for it, in its name, on its behalf and as its act and deed or otherwise to sign or execute any deed or document or do any act or thing which that Chargor is, or may become, obliged to sign, execute or do pursuant to this Debenture or which the Bank, the Receiver or any person deriving title from the Bank or the Receiver in the absolute discretion of such person may think fit in connection with the exercise of any of the powers of such person or the realisation of any of the Debenture Security

22 2 Without prejudice to the generality of the foregoing, each Chargor unconditionally undertakes to the Bank, and separately to the Receiver and to each person deriving title from the Bank or the Receiver that it shall ratify and confirm anything done or purported to be done in accordance with this Debenture by any attorney appointed pursuant to this Clause 22

23 **Cumulative and continuing security**

23 1 The Debenture Security constitutes a continuing security to the Bank regardless of the intermediate payment or discharge of the whole or any part of the Secured Liabilities and will not be prejudiced or affected by any act, omission or circumstance which, but for this Clause 23, might affect or diminish their effectiveness

23 2 The Debenture Security is in addition to, are not in substitution for, are without prejudice to, and do not merge with, any rights whatsoever which the Bank may have, whether in respect of the Secured Liabilities or otherwise, including, without limitation, any rights arising under any other Security, any bill, note, guarantee, contract or applicable rule of law

23 3 The obligations of the Chargors under this Charge will not be affected by any amendment, variation, restatement or supplement of or to, or any novation, transfer or termination (in whole or in part) of, any document relating to the Secured Liabilities or any exercise by any Finance Party (in its absolute discretion) of its rights to refuse, grant, continue, vary, review, determine or increase any credit or facilities to the Chargors or any other person

23 4 Any receipt, release or discharge of the Debenture Security, or of any liability arising under, this Debenture shall not release or discharge any Chargor from any liability which may exist independently of this Debenture to the Bank

23 5 Where the Debenture Security initially take effect as collateral or further security to any other Security held by the Bank then, notwithstanding any receipt, release or discharge given in respect of such other Security, this Debenture shall take effect as an independent security for any monies, liabilities or other sums secured by such other Security

24 Avoidance of payments

24 1 No assurance, security or payment which may be avoided under the law or subject to an order of the court made under any law relating to bankruptcy, insolvency, administration or winding-up, including, without limitation, the Insolvency Act, and no release, settlement or discharge given or made by the Bank on the faith of any such assurance, security or payment, prejudices or affects the right of the Bank

(a) to recover any monies from any Chargor (including, without limitation, any monies which it is compelled to refund under the Insolvency Act and any costs payable by it incurred in connection with such process), or

(b) to enforce the Debenture Security to the full extent of the Secured Liabilities, and

where any payment has been so received it will not be considered to have been paid for the purposes of this Debenture or for reduction or discharge of the Secured Liabilities

24 2 If the Bank has reasonable grounds to believe that a payment may be avoided then it may retain the Debenture Security as security for the Secured Liabilities for a period of up to one month plus any statutory period within which any such assurance, security or payment can be avoided or invalidated, notwithstanding any release, settlement, discharge or arrangement given or made by it

24 3 If at any time within the period referred to in Clause 24 2 (*Avoidance of Payments*) any person takes any step whatsoever relating to (i) the winding-up or administration of any Chargor or (ii) any arrangement with the creditors of any Chargor, then the Bank may retain the whole or any part of the Debenture Security for such further period as the Bank may in its discretion think fit. Such Security will be deemed to have been held and to have remained held by the Bank as security for the payment of the Secured Liabilities

25 Prior charges

25 1 If there subsists any prior Security against the Charged Property and either any step is taken to exercise any power or remedy conferred by such Security or the Bank or the Receiver exercises any power of sale pursuant to this Debenture, then the Bank may redeem such prior Security or procure the transfer of such Security to itself and may settle and pass the accounts of the person entitled to such Security. Any accounts so settled and passed are conclusive and binding on each Chargor

25 2 Each Chargor shall reimburse the Bank for any costs incurred by the Bank in exercise of its rights under this Clause 25 (*Prior charges*)

26 Opening a new account

26 1 If the Bank receives notice of any subsequent Security affecting the Charged Property, then it may open a new account for any Chargor in its books

26 2 If the Bank does not open such new account, then, unless it gives express written notice to the contrary to the relevant Chargor, all payments by or on behalf of the Chargor to the Bank will be treated as from time of receipt of notice of such subsequent Security by the Bank as having been credited to a new account of that Chargor and not as having been applied in reduction of the amount of the Secured Liabilities as at the time when the notice was received

27 Suspense account

The Bank may, in its discretion, credit to any suspense or impersonal account and hold in such account, on such terms as the Bank in its discretion may think fit, all monies received, recovered or realised by the Bank pursuant to this Debenture (including, without limitation, the proceeds of any conversion of currency) pending the application from time to time (as the

Bank may effect in its discretion) of such monies and accrued interest, if any, in or towards satisfaction of the Secured Liabilities

28 Changes to the Parties

28 1 No Chargor shall be entitled to assign, transfer, novate or dispose of all or any part of, or any interest in, its rights, benefit or obligations under this Debenture

28 2 The Bank may assign, transfer, novate or dispose of all or any part of, or any interest in, its rights and obligations under this Debenture to any person to whom it assigns, transfers, novates or disposes of all or any part of the Secured Liabilities. Each Chargor will enter into such documentation as the Bank may reasonably require to give effect to any assignment, transfer, novation or disposal permitted by this Clause

28 3 Each Chargor consents to Subsidiaries of the Parent becoming party to this Debenture as Chargors from time to time by entering into an Accession Deed with the Bank

29 Currency

29 1 All monies received or held by the Bank or any Receiver in respect of the Secured Liabilities may be converted from time to time after demand has been made, into such other currency as the Bank in its absolute discretion considers necessary or desirable to cover the obligations and liabilities actual or contingent of any Chargor in that other currency at the Exchange Rate for purchasing that other currency with the existing currency

29 2 Neither the Bank nor any Receiver shall be liable to any Chargor for any loss resulting from any fluctuation in exchange rates before or after the exercise of any of its or their powers or rights under this Debenture

29 3 No payment to the Bank (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of any Chargor in respect of which it was made unless and until the Bank shall have received payment in full in the currency in which such obligation or liability was incurred and, to the extent that the amount of any such payment, on actual conversion into such currency, shall fall short of such obligation or liability actual or contingent expressed in that currency, the Bank shall have a further separate cause of action against that Chargor and shall be entitled to enforce the security constituted by this Debenture to recover the amount of the shortfall and such amount will bear interest at the Default Rate from the date of payment by the Bank until the date of reimbursement

30 Set-off

The Bank may set off any matured obligation due from a Chargor to it under the Finance Documents (to the extent beneficially owned by the Bank) against any matured obligation owed by it to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Bank may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off

31 Notices

31 1 Communications in writing

Any communication to be made under or in connection with this Debenture shall be made in writing and, unless otherwise stated, may be made by fax or by letter

31 2 Addresses

(a) The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Debenture is as identified

below, or any substitute address, fax number or department or officer as the Parent may notify to the Bank (or the Bank may notify to the Parent, if a change is made by the Bank) by not less than five Business Days' notice

- (b) The Chargors' address Lynton House, 7-12 Tavistock Square, London, WC1H 9CT Marked for the attention of the Finance Director
- (c) The Bank's address Barclays Bank plc, Ranger House, Walnut Tree Close, Guildford, Surrey, GU1 4UL Fax number 44 (0) 1483 401472 Marked for the attention of Stuart Jackson

31.3 **Delivery**

- (a) Any communication or document made or delivered by one person to another under or in connection with this Debenture will only be effective
 - (i) if by way of fax, when received in legible form, or
 - (ii) if by way of letter, when it has been left at the relevant address or 3 Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,and, if a particular department or officer is specified as part of its address details provided under Clause 31.2 (*Addresses*), if addressed to that department or officer
- (b) Any communication or document to be made or delivered to the Bank will be effective only when actually received by the Bank and then only if it is expressly marked for the attention of the department or officer identified with the Bank's signature (or any substitute department or officer as the Bank shall specify for this purpose)

32 **Miscellaneous**

32.1 Every provision contained in this Debenture shall be severable and distinct from every other provision and if, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired

32.2 Each Chargor agrees to be bound by this Debenture notwithstanding that any obligation contained in it may be determined or may be or become invalid or unenforceable against any other Chargor and whether or not the deficiency is known to the Bank. The Bank shall be at liberty to compound with or otherwise vary or agree to vary the liability of or to grant time or indulgence to or to make other arrangements with each or any Chargor or any other person without prejudicing or affecting the rights and remedies of the Bank against any other Chargor

32.3 Failure by one or more parties ("**Non-Signatories**") to execute this Debenture on the date of this Debenture will not invalidate the provisions of this Debenture as between the other parties who do execute this Debenture. Any Non-Signatories may execute this Debenture (or a counterpart of this Debenture) on a subsequent date and will thereupon become bound by its provisions

32.4 If any one or more of the Chargors is not bound by any or all of the provisions of this Debenture (whether by reason of lack of capacity, improper execution, failure to execute or for any other reason whatsoever) the remaining Chargors shall nonetheless continue to be bound as if such Chargor had never been a party

33 **Remedies and waivers**

No failure to exercise, nor any delay in exercising, on the part of the Bank, any right or remedy under this Debenture shall operate as a waiver, nor shall any single or partial exercise of any

remedy The rights and remedies provided in this Debenture are cumulative and not exclusive of any rights or remedies provided by law

34 Counterparts

- (a) This Debenture may be executed in any number of counterparts, by any of the signatories of any of the parties, on separate counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Debenture
- (b) The execution (whether under hand or as a deed) or sealing of this Debenture by or on behalf of a party constitutes an authority to the solicitors or legal counsel acting for that party in connection with this Debenture, or any agent or employee of such solicitors or legal counsel, to deliver it as a deed on behalf of that party

35 HM Land Registry

- 35 1 Each Chargor shall apply in the manner specified by the 2003 Rules to the Land Registry (or will use all reasonable endeavours to assist the Bank in its application to the Land Registry, and in any event will not object to such registration), at the same time as applying to register this Debenture, for registration against the title to the Property of the following restriction

"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 [●] in favour of [*Insert Bank's name*] referred to in the charges register"

- 35 2 Each Chargor shall apply in the manner specified by the 2003 Rules to the Land Registry (or will use all reasonable endeavours to assist the Bank in its application to the Land Registry, and in any event will not object to such registration), at the same time as applying to register this Debenture, for registration against the title to the Property of a notice of the obligation of the Bank to make further advances under the terms of the Finance Documents (which obligation is deemed to be incorporated into this Debenture)

36 Release

-
- 36 1 Subject to Clause 24 2 (*Avoidance of payments*), upon irrevocable discharge in full of the Secured Liabilities the Bank shall, at the request and the cost of the Chargors, release from the Debenture Security and reassign to the Chargors all the Chargors' rights, title, interest and benefit in and to the Charged Property by executing a release in the form set out in Schedule 5, with such amendments as the Bank may agree at the Chargors' request

37 Governing law

- (a) This Debenture and any dispute, controversy, proceedings, claim or obligation of whatever nature arising out of or in any way relating to it, its subject matter or formation (whether contractual or non-contractual) is governed by and shall be construed in accordance with English law

38 Enforcement

38 1 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Debenture) (a "Dispute")
- (b) The Bank and each Chargor agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly none of them will argue to the contrary

(c) This Clause 38 1 (*Jurisdiction*) is for the benefit of the Bank only

38 2 *Freedom of Choice*

The submission to the jurisdiction of the courts referred to in Clause 38 1 (*Jurisdiction*) shall not (and shall not be construed so as to) limit the right of the Bank to take proceedings against any Chargor in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law

In witness whereof this Debenture has been entered into on the date written at the beginning of this Debenture and has been executed and delivered as a deed by each of the Chargors on the date written at the beginning of this Debenture.

Schedules

Schedule 1

The Chargors

Name of Chargor	Company Number	Company Address
Archibo Limited	05312724	Lynton House 7-12 Tavistock Square London, WC1H 9LT

Schedule 2

The Secured Assets

Part 1

Property

Chargor	Short Description of Property	Title Number (if registered)
Moore Place Holdings LLP	Moore Place Hotel, Portsmouth Road, Esher KT10 9LN	SY309985, SY605295, SY316742

Part 2

Securities

Chargor	Name of company in which Securities are held	Securities held

Part 3

Cash Collateral Accounts

Chargor	Account number	Account Bank	Account bank branch address and sort code

Part 4

Assigned Contracts

Chargor	Date of contract	Parties to contract	Details of contract
Moore Place Holdings LLP	2 May 2013	(1) Moore Place Holdings	Building contract incorporating and amending the JCT Standard Form of Building Contract, Without

Chargor	Date of contract	Parties to contract	Details of contract
		LLP (2) Longcross Construction Limited	Quantities, 2011 Edition, with Contractor's Designed Portion
Moore Place Holdings LLP	2 May 2013	(1) Longcross Group Limited (2) Moore Place Holdings LLP	Parent company guarantee in favour of Moore Place Holdings LLP relating to the JCT Standard Form of Building Contract, Without Quantities, 2011 Edition, with Contractor's Designed Portion
Moore Place Holdings LLP	2 May 2013	(1) Longcross Construction Limited (2) Aviva Insurance Limited (3) Moore Place Holdings LLP	Performance bond in favour of Moore Place Holdings LLP relating to the JCT Standard Form of Building Contract, Without Quantities, 2011 Edition, with Contractor's Designed Portion
Moore Place Holdings LLP, and	10 November 2011	(1) Moore Place Holdings LLP (2) Anchor Trust	Agreement for construction and lease of Care Home at Moore Place, Portsmouth Road, Esher

Schedule 3
Notice of Assignment

To •[Insurer/Counterparty]
 •[Address]

Attention •

• 20••[Date]

Dear Sirs

Notice of assignment

- 1 We refer to the following [insurance policy]/[contract] (the "[Policy]/[Contract]")

 •[insert details]
- 2 We hereby give you notice that by a debenture dated • 20•• granted by us, [•] (the "Chargor") to • Bank PLC (the "Bank") we have assigned absolutely to the Bank all of our rights, title, interest and benefits in and to the [Policy]/[Contract]
- 3 Please note that we are not entitled to agree or cancel or modify the [Policy]/[Contract]* in any way, except with the Bank's prior written consent, however you may continue to deal directly with us in relation to the [Policy]/[Contract]* until such time as the Bank gives you written notice that the Debenture has become enforceable in accordance with its terms (an "**Enforcement Notice**")
- 4 You are hereby authorised and directed
 - (a) to comply with all requests (for information or otherwise) and instructions received by you from the Bank without reference to or further authority from us,
 - (b) [to note on the Policy the interest of the Bank pursuant to the assignment referred to above,]** and
 - (c) following receipt of notice an Enforcement Notice, to pay all sums payable to us pursuant to the [Policy]/[Contract]* to such bank account as the Bank may instruct you from time to time and to hold the benefit of the [Policy]/[Contract]* to the order of the Bank
- 5 This notice may only be revoked or amended with the prior written consent of the Bank
- 6 Please confirm by completing the acknowledgement on the enclosed copy of this notice and returning it to the Bank (with a copy to us) that you agree to the above and that
 - (a) that up to the date of your acknowledgement of this notice, you have not received any notice of any prior assignments, charges, or other security or third party interests in or to the [Policy]/[Contract]*, you are not aware of any breach of the terms of the [Policy]/[Contract]*, and you will notify the Bank promptly if you should do so in the future,

- (b) following a receipt of an Enforcement Notice
- (i) the Bank shall be entitled immediately or at any time thereafter to exercise all our rights, powers and discretions in respect of the [Policy]/[Contract]*, and
- (ii) you will not permit any sums to be paid to us or to any person pursuant to the [Policy]/[Contract]* without the prior written consent of the Bank, and
- (c) if you make any attempt to amend, terminate or cancel the [Policy]/[Contract], you will liaise with and notify the Bank and not us

7 This notice shall be governed by and construed in accordance with English law

Yours faithfully

For and on behalf of
•[Chargor]

[On copy]

To •[Bank]
•[Address]

Attention •

Dear Sirs,

~~We acknowledge receipt of the above notice (the "Notice") and confirm that we agree with, and undertake to comply with, its terms, including without limitation the matters set out in Clause 6 of the notice~~

For and on behalf of
•

Dated

NOTES

* Delete as appropriate

** Include in notices for insurance policies only

Schedule 4
Form of Accession Deed

This Accession Deed made on

20●●

Between:

- (1) [●] (company number ●) whose registered office is at [●] (the "**New Chargor**"), and
- (2) [●] **Bank plc** (the "**Bank**"),

and is supplemental to a Debenture granted by ● Limited and others in favour of the Bank on ● 20●● (the "**Debenture**")

Now this Deed witnesses as follows

1 Definitions and Interpretation

Words and expressions defined in the Debenture shall have the same meaning in this Accession Deed

2 Confirmation

The New Chargor confirms it has been supplied with a copy of the Debenture and that it is a member of the Group

3 Accession

The New Chargor

-
- (a) covenants with the Bank for the benefit of the Bank (including its assigns, transferees and successors in title) to be bound by all the terms of the Debenture, and
 - (b) creates and grants with effect from the date of this Deed, the mortgages, charges, assignments and other Security which are stated to be created or granted pursuant to the Debenture,

as if the New Chargor had been an original party to the Debenture as a Chargor

4 Security

- 4 1** Without prejudice to the generality of Clause 3 of this Deed, the New Chargor charges and assigns with full title guarantee in favour of the Bank

- (a) by way of legal mortgage, the Property specified in Part 1 of the Schedule to this Deed, and all Rights relating to such Property,
- (b) by way of first fixed charge
 - (i) all Property not validly charged in Clause 4 1(a) and all Rights relating to such Property,
 - (ii) all easements, rights and agreements in respect of all Property, and
 - (iii) all proceeds of sale derived from all Property,

- (c) by way of first fixed charge, its Contracts,
 - (d) by way of first fixed charge, its Book Debts,
of the Schedule to this Deed,
 - (e) by way of first fixed charge, all its Intellectual Property,
 - (f) by way of first fixed charge, its Plant and Machinery,
 - (g) by way of first fixed charge, the Securities specified in Part 2 of the Schedule to this Deed,
 - (h) by way of first fixed charge, all its Securities not charged by Clause 4 1(g),
 - (i) by way of first fixed charge, all its Derivative Assets of a capital nature,
 - (j) by way of first fixed charge, all its Derivative Assets of an income nature,
 - (k) by way of first fixed charge all its present and future bank accounts, cash at bank and credit balances (excluding those arising on fluctuating accounts) with any bank or other person and all rights relating to or attaching to them (including the right to interest),
 - (l) by way of first fixed charge, all its goodwill and uncalled capital for the time being,
 - (m) by way of absolute assignment, all present and future insurances in respect of any Fixed Charge Assets and the proceeds of such insurances,
 - (n) by way of absolute assignment, all other present and future insurances and the proceeds of such insurances not charged by Clause 4 1(n),
 - (o) by way of absolute assignment, the benefit of contracts specified as Assigned Contracts in Part 3 of the Schedule to this Deed,
-
- (p) by way of absolute assignment, the benefit of the Hedging Agreements and any letters of credit issued to it,
 - (q) by way of absolute assignment, all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Charge Asset, except to the extent such rights, money or property are for the time being effectively charged under the provisions of Clauses 4 1(a) to 4 1(p) above,
 - (r) by way of first fixed charge, its rights now or hereafter to recover any VAT on any supplies made to it relating to the Assets any tax refund, rebate or repayment, and any sums so recovered, and
 - (s) by way of first floating charge, all its undertaking and assets whatsoever, wherever situate, whether movable, immovable, present or future, including, without limitation, its uncalled capital for the time being and all its undertaking and assets referred to above which are, for any reason, not validly charged or assigned pursuant to Clauses Clauses 4 1(a) to 4 1(r) (inclusive) of this Deed
- 4 2 The assignments set out in Clause 4 1 are absolute assignments for the purposes of section 136 LPA and are not made by way of charge only
- 4 3 The floating charge created by Clause 4 1(s) of this Deed is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act

5 Construction

Save as specifically varied in respect of the New Chargor only, the Debenture shall continue and remain in full force and effect this Accession Deed shall be read and construed as one with the Debenture so that all references to "this Debenture" in the Debenture shall include reference to this Accession Deed

6 Governing Law

This Accession Deed shall be governed by and construed according to English law

In witness whereof the New Chargor and the Bank have caused this Accession Deed to be duly executed on the date appearing at the head of page 1

[Add signature blocks after Schedule]

Schedule to Accession Deed

Part 1

Property

Chargor	Short Description of Property	Title Number (if registered)
[•] Limited	[•]	[•]

Part 2

Securities

Chargor	Name of company in which Securities are held	Securities held
[•] Limited	[•] Limited	[•] [ordinary] shares

Part 3

Assigned Contracts

Chargor	Date of contract	Parties to contract	Details of contract
[•] Limited	[•]	[•]	[•]

Schedule 6
Form Deed of Release

This Deed of release is made on

20●●

Between:

- (1) ●[The Bank] (registered in England and Wales under company number ●) the registered office of which is at ● (the "**Bank**"), and
- (2) ●[The Chargors] (registered in England and Wales under company number ●) the registered office of which is at ● (the "**Chargors**")

It is agreed as follows

The Bank hereby releases all and any security interests created or evidenced in the debenture granted by the Chargors to the Bank on [●] (the "**Debenture**") and all and any fixed and floating charges created by the Debenture over any of the property, rights and assets more particularly described in the Debenture (together the "**Security Interests**")

The Bank hereby confirms that it is entering into this Deed for itself and on behalf of each other bank and other financial institutions for whom it acts as agent in respect of the matters set out herein

The Bank hereby agrees, subject to its costs for so doing being fully indemnified by the Chargors, to execute such other documents for the release of the Security Interests as the Chargors may require, including, without limitation, notices of reassignment and Land Registry Forms

This Deed shall be governed by and construed in accordance with English Law

Unless expressly provided in this Deed, no express term of this Deed nor any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person who is not a party to it and the consent is not required to rescind or vary this Deed at any time of any person who is not a party to it

In witness whereof this Deed has been executed and delivered as a deed on the date written at the beginning of this Deed

[Add signature blocks]

Signatures

The Parent

Executed and Delivered as a Deed
for and on behalf of
Moore Place Holdings LLP
by

)
)
)
)

Member

Member/Secretary

Other Chargors

Executed and Delivered as a Deed
for and on behalf of
Archibo Limited
by a director
in the presence of

)
)
)
)
)

Director

Signature of witness

Name

ANNA MCCARTHY

Address

39 CANNON STREET
ST ALBANS AL3 5JR

Occupation

PERSONAL ASSISTANT

The Bank

Executed and Delivered as a Deed)

for and on behalf of

Barclays Bank plc

by its duly authorised attorney

in the presence of


)
)
)
)

Attorney

Signature of witness

Name

Address


Katherine Unykar
Pan yote house, Church Street East, Ldug, GU21 6AE

Occupation

Relationship Support Manager