

P/O 96983688/13

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

MR01

Particulars of a charge



Companies House

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

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

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

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is n
instrument Use form MR08

SATURDAY



A4XPYGG2

A06

02/01/2016

#465

COMPANIES HOUSE

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 will be
scanned and placed on the public record. Do not send the original

1 Company details

Company number 0 7 1 8 9 6 6 4

Company name in full WeSwap com Limited

2 For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 2 4 1 2 2 0 1 5

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 FCG Finance Ltd

08752266

Name

Name

Name

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

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

MR01

Particulars of a charge

4

Brief description

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

Brief description

Present and future freehold and leasehold property For more details please refer to the instrument

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

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ **Yes**

☐ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ **Yes** Continue

☐ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ **Yes**

☐ **No**

8

Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

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

9

Signature

Please sign the form here

Signature

Signature

X

Gideon Shaw

X

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

MR01

Particulars of a charge



Presenter information

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

Contact name Alex Dale

Company name Dale, Levy & Co

Address 8 Holyrood Street

Post town London

County/Region

Postcode S E 1 2 E L

Country UK

DX

Telephone 020 3617 1628



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: 7189664

Charge code. 0718 9664 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th December 2015 and created by WESWAP.COM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd January 2016

10

Given at Companies House, Cardiff on 8th January 2016



Companies House



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

DATED December ~~18th~~ 24th 2015

- (1) WeSwap.com LIMITED;
- (2) FCG FINANCE LIMITED;

DEBENTURE


CERTIFIED COPY OF ORIGINAL

Alexander Dale, Solicitor
SRA no 394091

Date 21/12/2015 .

THIS DEED is made on ~~1st~~ 24th day of December 2015
BETWEEN:

(1) **WeSwap.com LIMITED** (Registered in England No: 07189664) whose registered office is 6 SPECTRUM HOUSE, 32-34 GORDON HOUSE ROAD, LONDON, NW5 1LP (the "**Chargor**");

And

(2) **FCG FINANCE LIMITED** (Registered in England No. 08752266) whose registered office is at International House, 24 Holborn Viaduct, London, EC1A 2BN ("**FCG**")

IT IS AGREED that

1. INTERPRETATION

1.1 Definitions

"Charged Assets" assets charged/assigned to FCG under this deed,

"Chargor's Liabilities" all the Chargor's obligations to FCG of any kind and in any currency (whether now or in the future, actual or contingent (including repayment of the currency facility under the Facility Agreement and reimbursement of costs or charges payable under the Facility Agreement) and whether owed by the Chargor as principal or surety or incurred alone or jointly with another and whether owed to FCG as original obligee or as assignee or transferee) and "**Chargor's Liability**" means any one of these obligations;

"Contract of Sale" a contract in any form (including a purchase order) for the sale or hire of goods and/or provision of services to a Customer under which a Debt arises,

"Customer" a party under a Contract of Sale obliged to pay the Chargor a Debt and, where the context permits, a prospective Customer,

"Debt" any present, future or contingent obligation (including any tax or duty) of a Customer to make payment under a Contract of Sale (whether invoiced or not) and, where the context permits, includes part of a Debt;

"Encumbrance" Includes any mortgage, charge, (fixed or floating), pledge, hypothecation or lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which has the effect of providing security (including, without limitation, the deposit of monies or property with a person with the intention of affording such person a right of set-off or lien) and any sale or leaseback, sale and repurchase or deferred purchase arrangements and any other agreement or arrangement having a similar economic effect,

"Endorsed Debts"	debts arising from a Contract of Sale (which are neither Purchased Debts nor Non Vesting Debts) the Invoice relating to which has been endorsed with a notice of assignment to FCG which are not assigned absolutely to FCG for any reason, together with the Related Rights to such debts;
"Expenses"	all expenses (on a full indemnity basis), including (without limitation) legal fees, from time to time paid or incurred by FCG or any receiver at any time in connection with the Charged Assets or the Chargor's Liabilities or in taking, perfecting, preserving, defending or enforcing this deed (or any of the Security) or in exercising any right or power under this deed or otherwise,
"Facility Agreement"	the currency facility agreement between the Chargor and FCG as varied, amended, supplemented or replaced from time to time,
"Fixed Charged Debts"	Debts arising from a Contract of Sale (which are neither Non Vesting Debts nor Endorsed Debts) the Remittances in or towards settlement of which are paid into the Trust Account and the Related Rights to such Debts,
"Insured Risks"	fire, storm, tempest, flood, earthquake, lightning, explosion, impact, aircraft and other aerial devices and articles dropped from them, riot, civil commotion, malicious damage, landslide, subsidence, burst pipes, environmental pollution, terrorist acts and other such risk as FCG may from time to time require to be insured;
"Interest"	interest at the rate or rates agreed between FCG and the Chargor in respect of any corresponding Chargor's Liability or in the absence of agreement or of a corresponding Chargor's Liability at the rate of 10% per annum above the base rate of Lloyds TSB from time to time;
"LPA"	the Law of Property Act 1925,
"Non Vesting Debts"	all or any Purchased Debts from time to time purported to be assigned to FCG pursuant to the Facility Agreement are not assigned absolutely to FCG for any reason (and whether or not held on trust for FCG) together with the Related Rights to such Debts;
"Nominated Account"	any account opened pursuant to clause 6.1.4,

"Other Debts"	<p>all book debts, revenues and claims whether actually or contingently owing to the Chargor whether or not on account of its trading both present and future and including all choses in action which may give rise to a debt, revenue or claim and any security held by the Chargor for such debt, revenue or claim and any other rights relating thereto, such as, reservation of title or an unpaid vendor's lien, but excluding:</p> <ul style="list-style-type: none"> (i) Non Vesting Debts, (ii) Endorsed Debts, and (iii) Fixed Charge Debts;
"Real Property"	all the freehold and leasehold property (present and future) vested in or charged to the Chargor or in which it otherwise has an interest,
"Related Rights"	<p>in relation to any Purchased Debt, Non Vesting Debt or Fixed Charge Debt</p> <ul style="list-style-type: none"> (i) the Chargor's rights under any security given for that debt, (ii) all Instruments (negotiable or non negotiable) securities, insurances, bonds, guarantees and indemnities relating to that debt; (iii) the Chargor's ledgers, documents, computer or electronic data (including operating systems) recording or evidencing that debt, and (iv) all goods returned to or repossessed by the Chargor or rejected by a Customer;
"Relevant Currency"	in relation to each of the Chargor's Liabilities the currency in which it is from time to time denominated;
"Remittances"	cash, cheques, bills of exchange, negotiable and non-negotiable instruments, letters of credit, orders, drafts, promissory notes, electronic payments and any other instruments, methods or forms of payment or engagement,
"Securities"	all shares, stock, warrants, debentures and other securities (certificated or uncertificated) or units in an account or balance (whether held in the name of the Chargor or by a nominee) of the Chargor (present and future) and all income and rights deriving from or attaching to the same;
"Security"	the security constituted by this deed; and
"Trust Account"	any bank account into which Customers are required under the Facility Agreement and/or this Debenture to pay all Debts.

1 2 General Interpretation - references to:

- 1 2.1 the "Chargor" or "FCG" where the context admits include a reference to its respective successors, assigns and/or transferees,
- 1.2 2 persons include bodies corporate, unincorporated associations and partnerships in each case whether or not having a separate legal personality; and
- 1 2 3 this deed or to a provision of this deed, or any other document are references to it as amended or supplemented, whether before the date of this deed or otherwise.
- 1.2 4 Third Parties - this deed does not confer any rights on any person who is not a party to this deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

2. **SECURED LIABILITIES**

The Chargor covenants with FCG that it will on demand

- 2 1 Payment Covenant - pay the Chargor's Liabilities as and when they fall due;
- 2 2 Expenses - from time to time pay the Expenses, and
- 2.3 Interest - from time to time pay interest on the amounts covenanted to be paid by the Chargor under clauses 2 1 and 2.2 from the date on which the Chargor has agreed to pay Interest on them or, if there is no such agreement, from the date on which they become due or (in the case of any Expense) the date of FCG's expenditure, until payment by the Chargor.

3 **GRANT OF SECURITY**

- 3.1 Charging clause - as a continuing security for the payment and discharge of the Chargor's Liabilities, the Chargor with full title guarantee charges to FCG, by way of first fixed charge:

- 3 1 1 Present freehold/leasehold property - charges to FCG by way of legal mortgage all the freehold and leasehold property now vested in or charged to the Chargor, including the property specified in Schedule A;
- 3.1 2 Future freehold/Leasehold property - charges to FCG by way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Chargor, except the property charged by clause 3.1 1,
- 3 1 3 Rents - charges to FCG by way of fixed charge all rents receivable from any lease granted out of any Real Property,
- 3 1 4 Rights attaching to the Real Property - charges to FCG the benefit of all covenants and rights relating to the Real Property and the benefit of all easements serving or relating to such property;
- 3.1.5 Fixtures and fittings - charges to FCG by way of fixed charge all fixtures and fittings from time to time attached to any Real Property to the extent that they are not subject to a charge under clauses 3.1 1 or 3.1.2;
- 3 1 6 Plant, machinery etc. - charges to FCG by way of fixed charge all the plant, machinery, vehicles and computer equipment of the Chargor (present and future) not regularly disposed of in the ordinary course of business together with all right, title and interest of the Chargor under any agreements relating to the purchase, lease, hire purchase or maintenance of the same;
- 3.1 7 Furniture etc. - charges to FCG by way of fixed charge all

furniture, furnishings, equipment, tools and other chattels of the Chargor (present and future) not regularly disposed of in the ordinary course of business together with all right, title and interest of the Chargor under any agreements relating to the purchase, lease or hire-purchase of the same,

- 3.1.8 Licences etc - charges to FCG by way of fixed charge the benefit of all licences, consents and authorisations held or utilised by the Chargor (present and future) in connection with its business or the use of any of its assets,
- 3.1.9 Goodwill/uncalled capital - charges to FCG by way of fixed charge all the goodwill and uncalled capital of the Chargor (present and future);
- 3.1.10 Securities - charges to FCG by way of fixed charge, all the Securities not regularly disposed of in the ordinary course of business;
- 3.1.11 Choses in action/claims/intellectual property - charges to FCG by way of fixed charge all choses in action, claims and intellectual property rights (including contract rights in patents, inventions, copyrights, design rights, trademarks, service marks, database rights, confidential information, know-how, domain names and business names) of the Chargor (present and future),
- 3.1.12 Debts
 - (a) by way of fixed charge, all Non Vesting Debts and all Remittances in respect thereof;
 - (b) by way of fixed charge, all Endorsed Debts and all Remittances in respect thereof, and
 - (c) by way of fixed charge, all Fixed Charged Debts and all Remittances in respect thereof,
- 3.1.13 Other Debts
 - (a) by way of fixed charge, all Other Debts required by FCG to be paid into a Nominated Account and all cash in respect thereof; and
 - (b) by way of fixed charge, any credit balance on any Nominated Account
- 3.1.14 Insurances - charges to FCG by way of fixed charge the proceeds of each policy of insurance (present and future) issued in relation to the Charged Assets;
- 3.1.15 Hedging arrangements - charges to FCG by way of fixed charge the benefit of any interest rate swap, currency swap, cap or collar arrangement, future, option, forward rate agreement or other derivative instrument (howsoever described) or any other agreement with FCG or any third party for protecting or hedging any of the Chargor's Liabilities to FCG at any time, and
- 3.1.16 Other property - charges to FCG by way of floating charge all the undertaking and all property, assets and rights of the Chargor (present and future) wherever situate not from time to time subject to a mortgage or fixed charge under this deed.
- 3.2 assigns to FCG, by way of first fixed mortgage, all its rights in any policies of insurances or assurance present or future (including, without limitation, any insurances relating to the Book Debts);
- 3.3 charges to FCG, by way of first floating charge, all the undertaking, property, assets and rights of the Chargor at any time not effectively mortgaged, charged or assigned pursuant to the clauses above.

3.4 Automatic conversion of floating charge

The floating charge created by this clause shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if the Chargor:

- 3.4.1 creates, or attempts to create, on all or any part of the Charged Property an Encumbrance without the prior written consent of FCG or any trust in favour of another person, or
- 3.4.2 disposes, or attempts to dispose of, all or any part of the Charged Property (other than property that is only subject to the floating charge while it remains uncrystallised which property may be disposed of in the ordinary course of business); or
- 3.4.3 a receiver is appointed over all or any of the Charged Property that is subject to the floating charge, or
- 3.4.4 any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Charged Property; or
- 3.4.5 FCG receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Chargor

3.5 Conversion of floating charge by notice

FCG may, in its sole discretion, at any time and by written notice to the Chargor, convert the floating charge created under this debenture into a fixed charge as regards any part of the Charged Property specified by FCG in that notice

3.6 Assets acquired after any floating charge crystallisation

Any asset acquired by FCG after any crystallisation of the floating charge created under this debenture which, but for such crystallisation, would be subject to a floating charge shall (unless FCG confirms in writing to the contrary) be charged to FCG by way of first fixed charge

4

RESTRICTIONS ON DEALING

- 4.1 General restrictions - The Chargor will not without the prior written consent of FCG do any of the following:
 - 4.1.1 Negative pledge - (except in favour of FCG) create or permit to arise or continue any Encumbrance affecting any of the Charged Assets nor increase nor extend any liability of the Chargor secured on any of the Charged Assets,
 - 4.1.2 Disposals of fixed charge property - dispose of the Charged Assets charged by clause 3 or, following conversion of the floating charge to a fixed charge, the Charged Assets charged by clause 3; or
 - 4.1.3 Disposals of floating charge property - dispose of the Charged Assets charged by clause 3 other than in the ordinary course of business while the floating charge remains uncrystallised, or
 - 4.1.4 Dealings with the Real Property - grant or accept a surrender of, or vary, any lease or licence of, nor part with or share possession or occupation of, the Real Property nor reduce any sum payable under them nor enter into any onerous or restrictive obligations affecting the Real Property or consent to any assignment or underletting of any interest in the Real Property.
- 4.2 Priority arrangements - If FCG does consent to the creation of a mortgage or charge on the Charged Assets it may require a priority agreement or deed with the mortgagee or chargee. In the case of registered land this

will require registration and will be a public document

- 4 3 Restriction on registered land - The Chargor applies and agrees that FCG may apply for a restriction to be entered on the register of any Real Property which is registered land that no disposition of the registered estate by the proprietor(s) of the registered estate or by the proprietor(s) of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge created by this deed in favour of FCG referred to in the charges register.

5. INSURANCE

- 5 1 Insured risks - except where Insured by the lessor of any Real Property, the Chargor will insure all of the Charged Assets (which are of an insurable nature) against
- 5 1 1 the Insured Risks,
 - 5 1 2 loss of rents payable by the tenants or other occupiers of the Real Property for a period of three years;
 - 5 1 3 third party and public liability; and
 - 5 1 4 any other risks normally insured against by persons carrying on the same class of business as that carried on by it.
- 5 2 Replacement Value - any Insurance must be in a sum or sums not less than the replacement value of the Charged Assets. For this purpose, "replacement value" means the total cost of rebuilding, reinstating or replacing those Charged Assets in the event of their being completely destroyed, together with any relevant architects' and surveyors' fees
- 5 3 Insurance Company - any Insurance required under this clause must be with an insurance company or underwriters acceptable to FCG.
- 5 4 Application - subject to the provisions of any lease or prior charge of all or part of the Charged Assets, all monies received or receivable under any insurance must be applied:
- 5.4 1 In replacing, restoring or reinstating the Charged Assets destroyed or damaged or in any other manner which FCG may agree, or
 - 5.4 2 If FCG so directs and the terms of the relevant Insurances allow, in or towards satisfaction of the Chargor's Liabilities.
- 5 5 Note of Interest - If required by FCG, the Chargor will procure that a note of the interest of FCG is endorsed upon all policies of insurance maintained by the Chargor and will ensure that such insurance policy contains such provisions for the protection of FCG as FCG may from time to time reasonably require
- 5.6 Avoidance of Policy - the Chargor will not do or permit anything to be done which may make void or voidable any policy of insurance in connection with any Charged Assets.
- 5 7 Premiums - the Chargor will promptly pay all premiums and do all other things necessary to keep each policy of insurance in respect of the Charged Assets in force
- 5.8 Production of Policy - the Chargor will, immediately on demand by FCG, produce to FCG the policy, certificate or cover note relating to any insurance policy and the receipt for the payment of the last premium

6 DEALINGS WITH DEBTS

- 6.1 The Chargor agrees with FCG that it will:
- 6.1.1 In relation to Non Vesting Debts:

- (a) observe and perform all the warranties and covenants given by It in the Facility Agreement;
 - (b) procure that all Remittances are paid into the Trust Account or any other account nominated by FCG from time to time,
- 6 1.2 In relation to all Endorsed Debts.
 - (a) not require Customers to settle them other than by payment into the Trust Account,
 - (b) collect them in the ordinary course of its business or in accordance with any directions given by FCG from time to time,
 - (c) not assign, factor or discount them;
 - (d) not waive any right of recovery or do or omit to do anything which may delay or prejudice recovery,
 - (e) not compromise, compound or release them, exercise (or allow any other person to exercise) set off against them or otherwise deal or dispose of them;
 - (f) not extend the due date for payment (other than by way of normal trade credit in the ordinary course of business),
 - (g) hold any payment received on trust for FCG pending payment into the Trust Account or other account nominated by FCG from time to time, and
 - (h) on FCG's request, send to It details of all Endorsed Debts, including the identity of the debtor, the amount owing and the due date for payment
- 6 1.3 In relation to all Fixed Charged Debts.
 - (a) on FCG's request, serve (or require the Chargor to serve) notice of the charge of those debts to FCG on the Customer directing that all Remittances are paid into the Trust Account,
 - (b) comply with the covenants given in relation to Endorsed Debts set out in clause 6 1 2(b) to (h) above, and
 - (c) on FCG's request, send to It details of all Fixed Charged Debts including the identity of the debtor, the amount owing and the due date for payment.
- 6 1 4 In relation to Other Debts and, until notice is served pursuant to clause 6 1 3(a), Fixed Charged Debts:
 - (a) unless or until FCG requires otherwise, procure that all Remittances are paid into its current account with its bankers advised to FCG from time to time; and
 - (b) collect them in the ordinary course of its business or in accordance with any directions given by FCG from time to time,
- 6 1 5 If requested by FCG, open such bank accounts (including separate designated accounts, blocked accounts or trust accounts) in the name of the Chargor with such mandates as FCG may specify, and if requested by FCG, procure that all Remittances in respect of its Non Vesting Debts, Endorsed Debts, Fixed Charged Debts and/or Other Debts are paid into such bank accounts and only deal with the monies in any such account in accordance with the written directions of FCG from time to time (subject only to such rights as the bank at which the account is held may have in respect thereof),
- 6.1.6 on FCG's demand execute an assignment of any Non-Vesting Debts,

Endorsed Debts, Fixed Charged Debts or Other Debts in such form as FCG may require and serve notice thereof on the relevant debtors

- 6.1.7 upon crystallisation of the floating charge in clause 3.3 not pay otherwise deal with the monies in any of the Chargor's bank accounts except in accordance with any written directions FCG may give from time to time (subject to any rights which the bank at which the account is held has in respect thereof)

7. DEPOSIT OF DOCUMENTS

The Chargor will from time to time deposit with FCG all deeds and documents of title relating to the Charged Assets and such other documents relating to the Charged Assets as FCG may from time to time require.

8. POWER TO REMEDY

If the Chargor fails to comply with any of the covenants or obligations set out in this deed and such failure is not remedied promptly to the satisfaction of FCG, the Chargor will allow FCG, its agents or contractors to take such action on behalf of the Chargor as may be necessary to ensure that such covenant or obligation is complied with without becoming liable to account as a mortgagee in possession

9. POWERS OF FCG

FCG shall be entitled to exercise the following powers in order to enforce its security:

- 9.1 Dealings with the Real Property - FCG may without restriction grant or accept surrenders of leases or licences of the Real Property and grant, vary or reduce any sum payable under any leases or licences
- 9.2 Exercise of powers - Section 103 of the LPA will not apply and FCG may exercise its power of sale and other powers under that or any other Act or this deed at any time and from time to time after the date of this deed.
- 9.3 Receivers - FCG may under the hand of any official or manager or by deed, appoint or remove a receiver or receivers of the Charged Assets, fix and pay the fees of a receiver and remove any receiver so appointed and appoint another in his place, but any receiver will be deemed to be the agent of the Chargor and the Chargor will be solely responsible for the receiver's acts, defaults and remuneration.
- 9.4 Administrator - FCG may under the hand of any official or manager or by deed appoint an administrator of the Chargor.
- 9.5 Other powers - all or any of the powers conferred on a receiver by clause 10 may be exercised by FCG without first appointing a receiver or notwithstanding any such appointment.
- 9.6 Possession - FCG will not be liable, by reason of entering into possession of a Charged Asset, to account as mortgagee in possession or for any loss on realisation, howsoever arising, or for any default or omission for which a mortgagee in possession might be liable.
- 9.7 Consolidation permitted - Section 93(1) of the LPA will not apply to this deed
- 9.8 Securities - FCG may as it thinks fit exercise any rights attaching to the Securities for the purpose of preserving their value or realising them but otherwise FCG will only exercise such rights in accordance with the Chargor's Instructions
- 9.9 Protection of purchaser - no purchaser or other person will be obliged or concerned to see or enquire whether the right of FCG to appoint a receiver or the right of FCG or any receiver to exercise any of the powers conferred

by this deed has arisen or become exercisable nor be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.

10 **RECEIVERS**

10.1 Powers - any receiver appointed by FCG will (in addition to all powers conferred on him by law) have the following powers exercisable upon such terms and conditions as he thinks fit:

- 10.1.1 Possession/management - to take possession of and generally to manage the Charged Assets and any business of the Chargor,
- 10.1.2 Contracts - to enter into, carry into effect, complete, deliver, perform, repudiate, rescind or vary any deed, contract, transaction or arrangement to which the Chargor is or is to be a party,
- 10.1.3 Work on the Real Property - to carry out on any Real Property (or on any other property which it may in his opinion be necessary or desirable to work upon) any new works or complete any unfinished works of building, reconstruction, maintenance, furnishing or equipment and to apply for and obtain all planning permissions, building regulation approvals and other permissions, consents or licences as may be necessary or desirable for such purposes,
- 10.1.4 Acquisitions, grants, releases and covenants - to purchase or acquire any land and purchase, acquire, grant or release any interest in or right over land and enter into, take or release the benefit of covenants (positive or restrictive) binding on or benefiting the Real Property,
- 10.1.5 Disposals - to sell, lease, licence, surrender or accept surrenders of leases or licences of, charge or otherwise deal with and dispose of the Charged Assets without restriction including (without limitation) power to dispose of any fixtures separately from the land,
- 10.1.6 Execution of documentation - to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Chargor;
- 10.1.7 Insurance/bonds - to insure the Charged Assets and any works and effect indemnity insurance or other similar insurance and obtain bonds or give commitments, guarantees, indemnities and security;
- 10.1.8 Capital calls - call any uncalled capital of the Chargor with all the powers conferred by the articles of association of the Chargor in relation to calls;
- 10.1.9 Advisers/employees - to engage, rely on the advice of and discharge advisers, consultants, officers, managers, agents, workmen and others;
- 10.1.10 Supplies - to purchase materials, tools, equipment, goods or supplies,
- 10.1.11 Litigation - to bring, continue or defend any claim, dispute, action or legal proceedings and enter into any arrangement or compromise;
- 10.1.12 Borrowing and security - to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Chargor's liabilities for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise,

10.1.13 VAT - to make any elections for value added tax purposes;

10.1.14 Other acts - to do any other acts which he may consider to be incidental or conducive to any of his powers or to the realisation of the Charged Assets.

10.2 Joint receivers - In the case of joint receivers any power may be exercised jointly or severally

11. APPLICATION OF RECEIPTS

Any money received by the receiver will be applied in the following order:

11.1 in payment of all money borrowed by him and his expenses, liabilities and fees; and

11.2 in or towards the remaining matters specified in section 109(8) of the LPA

12. APPROPRIATION

12.1 Appropriation - subject to clause 12.2, FCG may at any time and from time to time without notice (both before and after demand) apply all payments received in respect of the Chargor's Liabilities in or towards discharge of such part of the Chargor's Liabilities as it thinks fit

12.2 Notice of other Interest - FCG may open a new account upon receiving actual or constructive notice of any charge or interest affecting the Charged Assets and whether or not FCG opens any such account no payment received by FCG after receiving such notice will (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging the Chargor's Liabilities outstanding at the time of receiving such notice.

13. PROTECTION OF SECURITY

13.1 Preservation of security and rights - this deed is in addition to any other rights or security, now and in the future, held by FCG from the Chargor or any other person for the Chargor's Liabilities and will not merge with or prejudice or be prejudiced by any such rights or security or any other contractual or legal rights of FCG.

13.2 Further assurance - at the request of FCG or any receiver, the Chargor will at its own cost execute any deed or document and take any action required by FCG or any receiver to perfect or protect this security or its priority or further to secure on the Charged Assets, the Chargor's Liabilities or for facilitating the realisation of the Charged Assets or the exercise of any rights or powers of FCG or any receiver

13.3 Power of attorney - the Chargor by way of security irrevocably appoints FCG and any receiver severally to be the attorney for the Chargor (with full power of substitution and delegation) in the Chargor's name and on the Chargor's behalf and as the Chargor's act and deed to sign or execute all deeds, instruments and documents and do all acts and things (including taking, continuing or defending any proceedings) as may be required by FCG or any receiver pursuant to this deed or the exercise of any of their powers.

14. PAYMENTS

14.1 Set-off - FCG will be entitled (but not obliged) at any time or times without notice (both before and after demand) to set off any liability of the Chargor to FCG against any liability of FCG to the Chargor (whether actual or contingent, present or future).

14.2 Certificates - a certificate signed by a director of FCG as to the amount due or owing from the Chargor will be conclusive evidence against the Chargor except in the case of manifest error or any question of law

15 DISCHARGE

15.1 Upon the Chargor's Liabilities being irrevocably and unconditionally paid or discharged in full, FCG will at the request and cost of the Chargor, release the Charged Assets from the security created by (and the Chargor from the obligations contained in) this Debenture. FCG will also reassign to the Chargor any Charged Assets which have been assigned to it

15.2 If any payment by the Chargor or any other person or any release given by FCG is avoided or adjusted pursuant to the Insolvency Act.

15.2.1 the Chargor's liability for the Chargor's Liabilities will continue as if the payment, release, avoidance or adjustment had not occurred, and

15.2.2 FCG will be entitled to recover the value or amount of that payment or security from the Chargor as if the payment, release, avoidance or adjustment had not occurred.

16. COMMUNICATIONS

16.1 Written - any communication to be given in connection with this deed will be in writing.

16.2 Addresses - any communication will either be delivered by hand or sent by first class prepaid post to FCG or the Chargor at its address shown on page 1 unless it has communicated another address to the other in which case it must be sent to the last address so communicated.

16.3 Delivery - a communication sent by FCG under clause 16.2 will be deemed to have been received.

16.3.1 If delivered by hand, at the time of delivery; or

16.3.2 If sent by first class prepaid post, on the next day after posting.

A communication by the Chargor will be deemed made only when actually received by FCG

17 ASSIGNMENT

17.1 Right of FCG to assign - FCG may at any time assign or otherwise transfer all or any part of its rights under this deed to any person to whom it assigns or novates its rights under the Facility Agreement

17.2 Restriction on Chargor - the Chargor may not assign or transfer any of its rights or obligations under this deed.

17.3 Confidentiality - FCG may give such information relating to the Chargor and the Chargor's Liabilities as it thinks fit to any person proposing to take an assignment and/or transfer from FCG and/or to enter into contractual relations with FCG with respect to this deed

17.4 Any person to whom the benefit of this debenture is assigned or charged may enforce any term of this debenture.

18 LAW AND JURISDICTION

This deed (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this deed or its formation) shall be governed by and construed in accordance with English law and each of the parties irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings and/or settle any disputes which may arise out of or in connection with this deed and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England

MISCELLANEOUS

- 19.1 Interest - interest payable by the Chargor to FCG will accrue both before and after judgment on a daily basis and on the basis of a 360 or 365 day year according to the usual practice of FCG and will be compounded (both before and after judgment) according to the usual practice of FCG or, if there is no such practice, quarterly. After a demand, Interest will also be calculated on the Chargor's Liabilities together with accrued Interest as at the date of the demand.
- 19.2 Delays - the rights and powers of FCG under this deed are cumulative and not exclusive of its rights under general law and will not be affected or impaired by any delay or omission by FCG in exercising them or any previous exercise of or failure to exercise any such rights or powers.
- 19.3 Severability - each of the provisions of this deed will be severable and distinct from one another and if at any time any one or more of those provisions (or any part thereof) is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
- 19.4 Variations - no variation of the terms of this deed will be valid unless it is in writing signed by the Chargor and confirmed in writing by FCG.

15