000302-46

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

MR01
Particulars of a charge

Companies House

Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with
Please see 'How to pay' on

COMPANIES HOUSE

A5JK8CRN
A16 11/11/2016 #421

✓ **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 fo**
You may not use this form register a charge where th instrument Use form MR0

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**

For official use

Filling in this form
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

1 Company details

Company number	07198329
Company name in full	SUN ROOF LIMITED

2 Charge creation date

Charge creation date	d 1 d 0 m 1 m 1 y 2 y 0 y 1 y 6

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	TRIODOS BANK NV
	DEANERY ROAD, BRISTOL BS1 5AS
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

ALL ASSETS & UNDERTAKINGS PRESENT & FUTURE OF THE COMPANY
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 ❶

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

☐

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

9 Signature

Please sign the form here

Signature

Signature

X X

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

MR01
Particulars of a charge

Presenter information

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

HILARY KING
Contact name

TRIODOS BANK NV
Company name

DEANERY ROAD
Address

BRISTOL
Post town

County/Region

Postcode BS1 5AS

Country

DX

Telephone 0117 3110271

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 £23 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 gov uk/companieshouse or email enquiries@companieshouse gov uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7198329

Charge code. 0719 8329 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th November 2016 and created by SUN ROOF LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th November 2016.

Given at Companies House, Cardiff on 17th November 2016

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Triodos Bank

Debenture

(1) Sun Roof Limited
(2) Triodos Bank NV

Dated 10/11/2016

THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE BOUND. IF YOU SIGN AND THE BANK IS NOT PAID, YOU COULD LOSE THE ASSET CHARGED

TRIODOS BANK
Deanery Road
Bristol
BS1 5AS
Certified Copy
Sig.
Date 10/11/16.

Ref 10CSG/AH11/023850/304/7778781 1

Triodos Bank

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Triodos Bank

This Debenture is made the day of 20

Between.

(1) **SUN ROOF LIMITED** a company incorporated in England and Wales (Company No 07198329) the registered office of which is at Triodos Bank, Deanery Road, Bristol BS1 5AS (the "**Company**"), and

(2) **TRIODOS BANK NV** a company incorporated in the Netherlands (UK Branch registered in England No BR3012), the United Kingdom branch of which is situated at Deanery Road, Bristol, BS1 5AS (the **Bank**)

NOW THIS DEED WITNESSETH as follows -

1 **Interpretation**

1 1 In this debenture the words and expressions set out below shall have the following meanings

"Assigned Agreements" means the agreement referred to in schedule 2 to this debenture, the rights under which are assigned pursuant to clause 4 4,

"Book Debts" means all present and future book debts due or owing to the Company, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Company in relation to any of them,

"Charged Property" means all the assets, property and undertaking for the time being subject to the security interests created by this debenture (and references to the Charged Property shall include references to any part of it),

"Designated Account" means any account nominated by the Bank as a designated account for the purposes of this debenture,

"Encumbrance" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect,

"Enforcement Event" means any of the following events

(a) the Company is in breach of any of its obligations under this debenture or under any other agreement between the Company and the Bank, or

(b) the Company

(i) becomes unable to pay its debts as they fall due (and/or the value of the Company's assets is less than the amount of its liabilities, taking into account the Company's contingent and prospective liabilities), or

(ii) commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness, or

(iii) makes a general assignment for the benefit of, or a composition with, its creditors, or

(d) the Company passes any resolution or takes any corporate action, or a petition is presented or proceedings are commenced, or any action is taken by any person for its winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrative receiver, administrator, trustee or similar officer of it or of any or all of its revenues or assets, or

(e) a distress, execution, attachment or other legal process is levied, or enforced on or sued against all or any part of the assets of the Company and remains undischarged for seven days, or

(f) any event occurs in relation to the Company that is analogous to those set out above, or

(g) any representation, warranty or statement made or deemed to be made by the Company under this debenture is or proves to have been incorrect or misleading in any material respect when made or deemed to be made

"Equipment" means all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Company, including any part of it and all spare parts, replacements, modifications and additions together with any associated warranties and maintenance contracts,

"Expenses" means all expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Charged Property or the Secured Liabilities or in taking or perfecting this debenture or in preserving defending or enforcing the security created by this debenture or in exercising any power under this debenture or otherwise with Interest from the date they are incurred,

"Intellectual Property" means the Company's present and future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights,

"Interest" means interest at the rate(s) charged to the Company by the Bank from time to time,

"Investments" means all present and future stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Company, including all rights accruing or incidental to those investments from time to time,

"LPA" means the Law of Property Act 1925,

"Monetary Claims" means all monetary debts (other than the Book Debts) and claims (including things in action which may give rise to a debt) due or owing to the Company and the benefit of all rights relating to them,

"Properties" means all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Company, or in which the Company holds an interest (including, but not limited to, the properties which are briefly described in the schedule to this debenture) and all buildings and fixtures (including trade fixtures), fixed plant and machinery from time to time on any such property, and **Property** means any of them,

"Receiver" means a receiver and/or manager of any or all of the Charged Property appointed under this debenture,

"Secured Liabilities" means all the Company's liabilities to the Bank of any kind and in any currency (whether present or future, actual or contingent, and whether incurred alone or jointly with another and in whatever style or name and whether as principal or surety) together with the Bank's charges and commission, Interest and Expenses

1 2 In this debenture unless the context requires otherwise, a reference to

1 2 1 a statutory provision includes a reference to

1 2 1 1 that statutory provision as modified or re-enacted or both from time to time before the date of this debenture, and

1 2 1 2 any subordinate legislation made under that statutory provision before the date of this debenture,

1 2 2 persons includes a reference to an individual, firm, body corporate, unincorporated association or partnership,

1 2 3 a person includes a reference to that person's legal personal representatives, successors and assigns,

1 2 4 a clause or schedule is a reference to a clause of or schedule to this debenture,

1 2 5 the singular shall include the plural and vice versa, and

1 2 6 this debenture (or any specified provision of it) or any other document is a reference to this debenture, that provision or document as from time to time supplemented or amended

1 3 References to the "**Properties**" and the "**Charged Property**" include any part of it or them and the "Properties" includes

1 3 1 all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery which are situated on or form part of the Properties at any time,

1 3 2 the proceeds of sale of any part of the Properties and any other monies paid or payable in respect of or in connection with the Properties,

1 3 3 the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of the Properties, and

1 3 4 all rights under any licence, agreement for sale or agreement for lease in respect of the Properties or any part of them

The "Properties" also includes any share from time to time held by the Company in any landlord or management company of the Properties

1 4 The headings in this debenture shall not affect its interpretation

2 **Covenant to Pay**

The Company shall, on demand, pay to the Bank and discharge all Secured Liabilities when they become due

3 **Interest**

The Company shall pay Interest on any amounts due under clause 2 from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of the Company) at the rate and in the manner charged to the Company by the Bank from time to time In the case of any Expenses or other amounts due to the Bank under this debenture, such Interest shall accrue and be payable as from the date on which the relevant Expenses arose or amounts were paid by the Bank, without the need for any demand for payment being made

4 **Charges**

As a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee

4 1 charges to the Bank, by way of first legal mortgage, all the Properties listed in schedule 1 to this debenture,

4 2 charges to the Bank, by way of first fixed charge

4 2 1 all Properties not effectively mortgaged or charged under the preceding provisions of this clause 4,

4 2 2 all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties,

4 2 3 all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Company's business or the use of any Charged Property, and all rights in connection with them,

4 2 4 all present and future goodwill and uncalled capital for the time being of the Company,

4 2 5 the Equipment,

4 2 6 the Intellectual Property,

4 2 7 the Book Debts,

4 2 8 the Monetary Claims,

4 2 9 the Investments, and

4 2 10 all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account)

4 3 assigns to the Bank, by way of first fixed mortgage, all its rights in any policies of insurance or assurance present or future (including, without limitation, any insurances relating to the Properties or the Equipment),

4 4 assigns to the Bank by way of first fixed charge, to the extent the same are assignable, the benefit of the Assigned Agreements and the benefit of any guarantee or security for the performance of the Assigned Agreements, and

4 5 charges to the Bank, by way of first floating charge, all the undertaking, property, assets and rights of the Company at any time not effectively mortgaged, charged or assigned pursuant to clause 4 1 to clause 4 4 inclusive

5 **Further Assurance**

5 1 The Company, at its own cost, shall prepare and execute in favour of the Bank, or as the Bank shall direct, such further legal or other assignments, mortgages, securities or charges (containing a power of sale and such other provisions as the Bank may reasonably require) as the Bank, in its absolute discretion, requires from time to time over all or any part of the Charged Property

5 2 The Company will at any time if and when required by the Bank give notice to such parties as the Bank may require of any such further legal or other assignments, mortgages, securities or charges and will take such other steps as the Bank may require to perfect any of the same

6 **Conversion of Floating Charge**

6 1 The floating charge created by clause 4 5 shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if

6 1 1 the Company creates, or attempts to create, on all or any part of the Charged Property an Encumbrance without the prior written consent of the Bank or any trust in favour of another person, or

6 1 2 the Company 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 accordance with clause 7 2 below), or

6 1 3 a receiver is appointed over all or any of the Charged Property that is subject to the floating charge, or

6 1 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

6 1 5 the Bank receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Company

6 2 The Bank may, in its sole discretion, at any time and by written notice to the Company, convert the floating charge created under this debenture into a fixed charge as regards any part of the Charged Property specified by the Bank in that notice

6 3 Any asset acquired by the Company 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 the Bank confirms in writing to the contrary) be charged to the Bank by way of first fixed charge

7 **Restrictions and Charged Property**

The Company shall not at any time, except with the prior written consent of the Bank

7 1 create, purport to create or permit to subsist any Encumbrance on, or in relation to, the Charged Property other than this debenture (save for a lien arising by operation of law in the ordinary course of business), or

7 2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property except, in the case of Charged Property which is only subject to an uncrystallised floating charge, by way of sale at full value in the usual course of business of the Company as carried on at the date of this debenture, or

7 3 create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party

8 **Company Covenants**

During the continuance of this security the Company shall -

8 1 not do, or permit to be done, any act of thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Bank or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this debenture,

8 2 take all necessary action to safeguard and maintain the Company's present and future rights and interests in or to the Charged Property,

8 3 comply with all laws and regulations for the time being in force relating to or affecting the Charged Property and to obtain and promptly renew from time to time and comply with the terms of all authorisations which may be necessary to enable the Company to preserve, maintain or renew the Charged Property,

8 4 keep all Charged Property of an insurable nature comprehensively insured to the Bank's reasonable satisfaction for its full reinstatement cost in the joint names of the Company and the Bank or with the interest of the Bank endorsed on the policy or policies and

8 4 1 deposit with the Bank all insurance policies and all deeds and documents of title relating to the Charged Property,

8 4 2 give notice to the relevant insurers of the assignment of the Company's rights and interest in and under the Company's insurance policies pursuant to clause 4,

8 4 3 ensure all sums received under the Company's insurance policies at any time are paid directly to the Bank and, if such monies are not paid directly to the Bank, hold the monies on trust for the benefit of the Bank, and

8 4 4 at the Bank's option, apply the proceeds from any insurance policy of the Company in making good the relevant loss or damage, or to reduce the Secured Liabilities,

8 5 keep the Charged Property in good and substantial repair and condition and, in the case of Equipment, in good working order,

8 6 not, without the prior written consent of the Bank or otherwise in accordance with clause 8 8 below, release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts or Monetary Claims,

8 7 as agent for the Bank, collect in and realise all Book Debts and/or Monetary Claims, pay the proceeds into an account with the Bank immediately on receipt and, pending that payment, hold those proceeds on trust for the Bank,

8 8 if required to do so by the Bank, execute a legal assignment of the Book Debts to the Bank in such terms as the Bank may require and give notice of that assignment to the debtors from whom the Book Debts are due, owing or incurred,

8 9 not, without the prior written consent of the Bank, withdraw any amounts standing to the credit of any Designated Account,

8 10 not call on, or accept payment of, any uncalled capital,

8 11 not, without the prior written consent of the Bank, carry out any development on or make any alterations to the Properties which require planning permission or approval under building regulations, nor pull down or remove the whole or any part of any building forming part of any Property, nor to remove from any Property any fixtures or fixed plant and machinery,

8 12 observe and perform all covenants, stipulations and conditions to which each Property, or the use of it, is or may be subjected,

8 13 immediately report to the Bank any notice, order or requirement received from whatever source in relation to the any of the Properties,

8 14 not, without the prior written consent of the Bank, grant, or accept a surrender of, any lease or licence of any of the Properties or consent to any assignment or sub-letting by a tenant, and

8 15 furnish to the Bank an annual balance sheet and profit and loss account and trading account showing the true position of the Company's affairs and also from time to time such other information in respect of the assets and liabilities of the Company as the Bank may reasonably require

8 16 The Bank and its agents may enter and inspect the Charged Property at any reasonable time

8 17 If the Company fails to keep any of the Charged Property in good and substantial repair and condition and, in the case of Equipment, in good working order, the Bank shall be entitled (but not obliged) to repair and maintain the same at the Company's expense

8 18 If the Company fails to keep any of the Charged Property of an insurable nature comprehensively insured to the Bank's reasonable satisfaction for its full reinstatement cost, the Bank shall be entitled (but not obliged) to arrange insurance of the Charged Property at the Company's expense

8 19 Any sums expended by the Bank under clauses 8 17 and 8 18 above are repayable by the Company to the Bank on demand together with Interest from the date of payment by the Bank

8 20 The Bank shall not be responsible to the Company or any other person in the event of the Charged Property not being adequately insured Whenever any insurance is effected through the agency of the Bank all sums allowed to the Bank by way of commission or otherwise by the insurers shall belong to the Bank and the Bank shall not be required to account to the Company for such sums

9 **Enforcement**

9 1 The security constituted by this debenture shall be immediately enforceable in the event that

9 1 1 the Bank makes demand for payment of any of the Secured Liabilities, or

9 1 2 the Company or its directors request the Bank to appoint an administrator or receiver to the Company or any of the Charged Property, or

9 1 3 on the occurrence of an Enforcement Event

9 2 Section 103 of the LPA shall not apply to this debenture and the statutory power of sale and other powers given by section 101 of the LPA (as varied or extended by this debenture) shall, as between the Bank and a purchaser, arise on the execution of this debenture and be exercisable at any time after such execution, but the Bank shall not exercise such power of sale until the security constituted by this debenture has become enforceable under clause 9 1

9 3 After the security constituted by this debenture has become enforceable, the Bank may in its absolute discretion enforce all or any part of that security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Charged Property

9 4 The statutory powers of sale, leasing and accepting surrenders conferred on the Bank shall be extended so as to authorise the Bank to lease and make arrangements for leases at a premium or otherwise and accept surrenders of leases and grant options as the Bank shall think expedient and without the need to observe any of the provisions of sections 99 and 100 of the LPA

10 **Appointment of Receiver**

10 1 At any time after the security constituted by this debenture has become enforceable, the Bank may, without further notice, by writing under the hand of any duly authorised officer of the Bank or any person authorised by such officer in writing

10 1 1 appoint any person or persons to be a Receiver of the Charged Property or any part thereof, and

10 1 2 to the extent permitted by law, remove any Receiver so appointed and appoint another or others in his or their place

10 2 When more than one person is appointed Receiver, they shall have power to act separately (unless the appointment by the Bank specifies to the contrary)

11 **Powers and Capacity of a Receiver**

11 1 A Receiver shall have, in addition to the powers conferred on receivers by statute, the following powers which, in the case of joint receivers, may be exercised jointly and severally -

11 1 1 to enter and/or take possession of, collect and get in, and generally manage any of the Charged Property,

11 1 2 to take, continue or defer any proceedings in the name of the Company or otherwise as may seem expedient,

11 1 3 to carry on and manage the Company's business,

11 1 4 to raise or borrow any money and secure the payment of any money in priority to the Secured Liabilities as he thinks fit,

11 1 5 to sell, realise, dispose of or concur in selling, realising or disposing of (but, where necessary, with the leave of the Court) the Charged Property without the restriction imposed by section 103 of the LPA,

11 1 6 to grant, or accept surrenders of, any leases or tenancies affecting the Properties and to grant any other interest or right over the Charged Property on such terms and subject to such conditions as he thinks fit,

11 1 7 to make any arrangement or compromise which he shall think expedient,

11 1 8 to undertake or complete any works of repair, alteration, building or development on the Properties and to apply for and maintain any planning permission, building regulation approval or any other permission, consent or licence to carry out any of the same,

11 1 9 to make and effect all repairs and renewals of and any improvements to the Equipment and maintain or renew all insurances,

11 1 10 to appoint managers, agents, officers, consultants, advisers, servants and workmen at such salaries and for such periods as he or they may determine and to purchase or acquire materials, tools, equipment, goods or supplies,

11 1 11 to insure the Charged Property and any works and effect indemnity insurance or similar insurance and obtain bonds and give indemnities and security to any bondsmen,

11 1 12 to sever and sell separately any fixtures or fittings from the Properties without the consent of the Company,

11 1 13 to carry into effect and complete any transaction by executing deed or documents in the name of or on behalf of the Company,

11 1 14 to do all such other acts and things as may from time to time be considered by such Receiver to be incidental or conducive to any of the matters or powers above or otherwise incidental or conducive to the realisation of the Bank's security or the exercise of his functions as Receiver

11 2 All money received by the Bank or a Receiver in the exercise of any enforcement powers conferred by this debenture shall be applied

11 2 1 first in paying all unpaid fees, costs and other liability incurred by or on behalf of the Bank (and any Receiver, attorney or agent appointed by it),

11 2 2 secondly, in payment of the Receiver's remuneration (as agreed between the Bank and the Receiver),

11 2 3 thirdly, in or towards satisfaction of the Secured Liabilities in such order and manner as the Bank determines, and

11 2 4 finally in paying any surplus to the Company or any other person entitled to it

11 3 Any Receiver shall at all times and for all purposes be deemed to be the agent or agents of the Company and the Company shall be solely responsible for his or their acts or defaults and for his or their remuneration Neither the Bank nor any Receiver shall be liable to the Company as mortgagee in possession or otherwise for any loss occurring in the exercise of any of its or his powers pursuant to this debenture

11 4 The Bank may fix the remuneration of any Receiver for his services and for those of his firm appropriate to the work and responsibilities involved without being limited by the maximum rate specified in section 109(6) of the LPA and the remuneration of the Receiver shall be a debt secured by this debenture which shall be due and payable immediately upon its being paid by the Bank

11 5 Only money actually paid by the Receiver to the Bank shall be capable of being applied by the Bank in or towards satisfaction of the Secured Liabilities The Bank may, in its absolute discretion, at all times prior to the payment in full of all Secured Liabilities, place and keep to the credit of a separate or suspense account any money received by the Bank or a Receiver under this debenture for so long and in such manner as the Bank thinks fit without any obligation to apply the same or any part thereof in or towards the discharge of the Secured Liabilities

11 6 Neither the Bank nor any Receiver shall be bound (whether by virtue of section 109(8) of the LPA, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities

11 7 At any time after this debenture shall have become enforceable or after any powers conferred by any encumbrance having priority to this debenture shall have become exercisable, the Bank may redeem such or any other prior encumbrance or procure the transfer thereof to itself and may settle and pay the accounts of the encumbrancer Any accounts so settled and paid shall be conclusive and binding on the Company and all moneys paid by the Bank to the encumbrancer in accordance with such accounts are to be repayable by the Company to the Bank on demand together with Interest from the date of payment by the Bank.

11 8 To the extent permitted by law, any right, power or discretion conferred by this Mortgage on a Receiver may, after the security constituted by this Mortgage has become enforceable be exercised by the Bank in relation to the Mortgaged Property whether or not it has taken possession of the Mortgaged Property and without or notwithstanding the appointment of a Receiver

12 **Appointment of Administrator**

At any time after the security constituted by this debenture has become enforceable, the Bank may by writing under the hand of any duly authorised officer of the Bank appoint any person or persons to be an administrator of the Company pursuant to paragraph 14 of Schedule B1 to the Insolvency Act 1986 and, to the extent permitted by law (and subject to any necessary approval from the court), remove any administrator so appointed and appoint another or others in his or their place

13 **Power of Attorney**

13 1 The Company irrevocably appoints the Bank and separately any Receiver to be its attorney and, in its name and on its behalf and as its act and deed, to execute any document and do any acts and things which

13 1 1 the Company is required to execute and do under this debenture, and/or

13 1 2 any attorney may deem proper or desirable in exercising any of the powers conferred by this debenture or by law on the Bank or Receiver

13 2 The Company ratifies and confirms, and agree to ratify and confirm, anything which any of its attorneys may do in the proper and lawful exercise of all or any of their powers

14 **Registration Restrictions**

The Company shall procure that no person shall be registered under the Land Registration Acts 1925 to 2002 as proprietor of any Property without the prior written consent of the Bank The Company shall be liable for the costs of the Bank in lodging cautions against the registration of the title to the whole or any part of any Property from time to time

15 **New Accounts**

If the Bank receives notice of any subsequent Encumbrance or other interest affecting the Charged Property the Bank may open a new account or accounts for the Company If the Bank does not open a new account it shall nevertheless be treated as if it had done so at the time when it received notice and from that time onwards all payments made by or on behalf of the Company to the Bank shall be credited or be treated as having been credited to the new account and shall not operate to reduce the Secured Liabilities

16 **Consolidation and Set Off**

16 1 The Bank shall be entitled at any time (both before and after demand) and without notice to the Company

16 1 1 to combine or consolidate all or any existing accounts (including accounts in the name of the Bank) of the Company with the Bank,

16 1 2 to set off or transfer any sum or sums standing to the credit of any account in or towards satisfaction of any of the liabilities of the Company to the Bank on any other account or in any other respect, and

16 1 3 for this purpose, the Bank may convert any amount in one currency into another, using its market rate of exchange at the relevant time

16 2 The Company waives any present or future right of set off it may have in respect of the Secured Liabilities

17 **Immediate Recourse**

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

18 **Appointment of Accountants**

18 1 The Company shall

18 1 1 at its own cost, if at any time so required by the Bank, appoint an accountant or firm of accountants nominated by the Bank to investigate the financial affairs of the Company and report to the Bank, and

18 1 2 co-operate fully with any accountants so appointed and immediately provide such accountants with all information requested

18 2 The Company authorises the Bank to make such appointment as it shall think fit at any time and without further authority from the Company In every such case, the fees and expenses of those accountants shall be paid by the Company but, if paid by the Bank on the Company's behalf, those fees and expenses shall be fully reimbursed to the Bank by the Company on demand together with Interest from the date of payment by the Bank

19 **Notices**

19 1 Any notice or other communication given under or in connection with this debenture shall be in writing and shall be delivered personally or sent by pre-paid first class post (or airmail if overseas) or by fax to the relevant party at its address or fax number set out in this debenture or such other address or fax number as either party may specify by notice in writing to the other from time to time

19 2 Any notice or other communication shall be deemed to have been duly given

19 2 1 if delivered personally, when left at the address referred to in clause 19 1,

19 2 2 if sent by first class post, two days after posting it,

19 2 3 if sent by air mail, six days after posting it, in the absence of evidence of earlier receipt,

19 2 4 if sent by fax, at the time of sending (with a valid transmission report)

19 3 Any notice given under this debenture shall not be validly served if sent by e-mail

20 **Assigns**

20 1 At any time and without the consent of the Company, the Bank may assign or otherwise transfer the whole or any part of the Bank's rights and/or obligations under this debenture to any person The Company consents to the disclosure by the Bank of any information and documentation concerning the Company to any prospective assignee or transferee

20 2 The Company may not assign any of its rights, or transfer any of its obligations, under this debenture or enter into any transaction which would result in any of those rights or obligations passing to another person

20 3 The expression "the Bank" shall include the Bank's assigns whether immediate or derivative Any appointment or removal of a Receiver under clause 10 or any consents hereunder may be made or given by writing signed or sealed by any such assigns and the Company hereby irrevocably appoints each of such assigns to be its attorney in the terms and for the purposes in clause 13

21 **Additional Security**

21 1 This debenture and the security created by this debenture shall be in addition to, and independent of, every other security or guarantee which the Bank may now or from time to time hold for any of the Secured Liabilities

21 2 The restriction on the right of consolidation contained in section 93 of the LPA shall not apply to this debenture or any further security entered into pursuant to this debenture

22 **Non-merger**

22 1 No prior security held by the Bank over the whole or any part of the Charged Property shall merge in the security created by this debenture

22 2 This debenture shall remain in full force and effect as a continuing security for the Secured Liabilities despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Bank discharges this debenture in writing

23 **Severability**

23 1 Each of the provisions in this debenture shall be severable and distinct from one another and, if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the remaining provisions shall not in any way be affected or impaired

24 **Non-waiver**

24 1 Any waiver or variation of any right of the Bank (whether arising under this debenture or otherwise) shall only be effective if it is in writing and signed by the Bank, will only apply in the circumstances for which it was given and shall not prevent the Bank from subsequently relying on the relevant provision

24 2 No delay or failure to exercise any right or power under this debenture shall operate as a waiver

25 **General**

25 1 A third party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this debenture

25 2 The Company certifies that this debenture does not contravene any of the provisions of the Company's memorandum and articles of association

25 3 The perpetuity period applicable to all trusts declared by this debenture shall be 80 years

26 **Regulation**

The Bank is incorporated under the laws of the Netherlands with limited liability, and registered in England and Wales with registered number BR3012 The lender is authorised by the Dutch Central Bank and is subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority Details about the extent of the Lender's regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request

27 **Governing law and jurisdiction**

27 1 This debenture is governed by and shall be construed in accordance with the law of England and Wales

27 2 For the benefit of the Bank, the Company irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this debenture in those courts will be conclusive and binding on the Company and may be enforced against the Company in the courts of any other jurisdiction

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

Triodos Bank

Schedule 1

Registered property

Premises at	In the County of	Registered at HM Land Registry under Title Number

Schedule 2

Assigned Agreements

The following Leases between the Company as Tenant, and the undernoted parties as Landlord(s)

Lease dated 20 January 2012 between the Company and Janet Elizabeth Wildman of 29 Old Road, Barton – le – Clay, Bedford MK45 4LB of the property known as 29 Old Road, Barton-le-Clay, Bedford, MK45 4LB and registered at the Land Registry under Title No BD190418

Lease dated xxxx between the Company and Hinchley Wood School of Claygate Lane, Hinchley Wood, Surrey KT10 0AQ of the property known as Hinchley Wood School, Claygate Lane, Hinchley Wood, Surrey KT10 0AQ and registered at the Land Registry under Title No SY776043

Lease dated 20 January 2012 between the Company and David William Greenaway and Ruth Greenaway, both of 8 Clos Y Deri, Llanedi, Pontarddulais, Swansea SA4 0XW, of the property known as 8 Clos Y Deri, Llanedi, Pontarddulais, Swansea SA4 0XW and registered at the Land Registry under Title No WA774096

Lease dated 20 January 2012 between the Company and Lorna Jean Rowland of 26 Hazeldene Meads, Dyke Avenue Road, Brighton BN1 5LR, of the property known as 26 Hazeldene Meads, Dyke Avenue Road, Brighton BN1 5LR and registered at the Land Registry under Title No SX134339

Lease dated 17 January 2012 between the Company and the Mayor and Burgesses of the London Borough of Merton of Merton Civic Centre, London Road, Morton, Surrey SM4 5DX, of the property known as Benedict Primary School, Church Road, Mitcham, CR4 3BE and registered at the Land Registry under Title No SGL717171

Lease dated 7 December 2011 between the Company and Harepath Estates LLP of 105 Christchurch Road, London SW14 7AT, of the property known as Harepath Block A, Garden Road, Richmond upon Thames and registered at the Land Registry under Title No SY281193

Lease dated 7 December 2011 between the Company and Harepath Estates LLP of 105 Christchurch Road, London SW14 7AT, of the property known as Harepath Block B, Garden Road, Richmond upon Thames and registered at the Land Registry under Title No SY281193

Lease dated 1 March 2012 between the Company and London Borough of Richmond upon Thames of Civic Centre, 44 York Street, Twickenham TW1 3BZ, of the property known as Orleans Park Secondary School, Richmond Road, Twickenham TW1 3BB and registered at the Land Registry under Title No TGL195479

Lease dated 7 December 2011 between the Company and Harepath Estates LLP of 105 Christchurch Road, London SW14 7AT, of the property known as Harepath Block D, 55-77 Garden Road, Richmond upon Thames and registered at the Land Registry under Title No SGL12594

Lease dated 28 February 2012 between the Company and John Patrick Byrne and Maria Mar Villianeuva Pleguezuelo, both of 6 Farm Avenue, Streatham, London SW16 2UT, of the property known as 6 Farm Avenue, Streatham, London SW16 2UT and registered at the Land Registry under Title No TGL129460

Triodos Bank

Signed as a deed by)
Sun Roof Limited)
acting by)

Director

Director/Secretary

OR

THE COMMON SEAL of

Sun Roof Limited
was hereunto affixed in
the presence of

Director

Director/Secretary

OR

Signed as a deed by)
Sun Roof Limited acting by a)
director in the presence of)

Director

Signature of Witness

Name of Witness HUW THOMAS

Address of Witness 30 MIVART STREET

BRISTOL, BS5 6JF

Occupation CORPORATE FINANCE EXECUTIVE

Signed as a deed on behalf of Triodos Bank N V a company incorporated in the Netherlands, by DANIO HANES **AND** TIGARY KING being persons who in accordance with the laws of that territory, are acting under the authority of the company

Authorised signatory

Authorised signatory