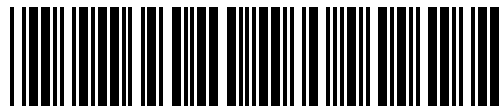




Registration of a Charge

Company Name: **DESIGN REALISED (KENT) LIMITED**

Company Number: **07861739**



XAVWMU40

Received for filing in Electronic Format on the: **17/01/2022**

Details of Charge

Date of creation: **06/01/2022**

Charge code: **0786 1739 0006**

Persons entitled: **STATE BANK OF INDIA (UK) LIMITED**

Brief description: **THE FREEHOLD LAND KNOWN AS ACER HOUSE, 67A OAKHILL ROAD, SEVENOAKS, TN13 1NU**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **THACKRAY WILLIAMS SOLICITORS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7861739

Charge code: 0786 1739 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th January 2022 and created by DESIGN REALISED (KENT) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th January 2022 .

Given at Companies House, Cardiff on 18th January 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

DEP 126/34

DATED 6 January 2022

(1) [Design Realised (Kest) Intel

- and -

(2) State Bank of India (UK) Limited

[] Branch

DEBENTURE (BTL)

THIS DEBENTURE is made the

6

day of

January

[2022]

BETWEEN:-

(1) [Design Realised (Kent) Hotel], a [company] [limited liability partnership] registered in England and Wales under number 07261739, whose registered office is at [Northside House] ('the Borrower'); and 69 Tweed Road Barnsley S70 2UN

(2) State Bank of India (UK) Limited whose principal place of business is at 15 King Street, London, EC2V 8EA. Registration number: 10436460. Address for service in England is at State Bank of India (UK) Limited, PO Box 1018, Ipswich, Suffolk, IP1 9WU.

Authorised by Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. State Bank of India (UK) Limited is entered on the Financial Services Register and its registration number is 757156

NOW THIS DEED WITNESSES as follows:

1. Interpretation and definitions

In this debenture:-

- 1.1 'Annual Accounts' means annual accounts complying with (and as defined in) Section 471 of the Companies Act 2006;
- 1.2 'BTL Mortgage Conditions' means the BTL Mortgage Conditions 2018 which are incorporated into and form part of this Debenture;
- 1.3 'Business Day' means any day (other than Saturday or Sunday) on which banks are open for business in London;
- 1.4 'the Charged Assets' means the goodwill, undertaking, assets, revenues and rights charged under clause 3.1 and including the Charged Property, the Securities and the IP Rights (and references to Charged Assets shall include references to any part of it);
- 1.5 'the Charged Property' means the property referred to in clause 3.1.1 (and reference to Charged Property shall include references to any part of it);
- 1.6 'an Event of Default' means any of the events specified in Condition 11 of the BTL Mortgage Conditions and any breach by the Borrower of this Deed;
- 1.7 'financial year' has the meaning given to it in the Companies Act 2006 section 390;

- 1.8 **'Permitted Encumbrances'** means the encumbrances specified in Schedule 1 to this Deed.
- 1.9 **'Rental Income'** means the gross rents, licence fees and other moneys receivable now or at any time in the future by the Borrower or its agent in respect of or arising out of any tenancy or any periodic extension of such tenancy or any other agreement relating to the occupation of the Charged Property, or any part thereof;
- 1.10 **'Secured Liabilities'** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Borrower to the Bank under the Mortgage or otherwise howsoever arising
- 1.11 **'the Securities'** means the property referred to in clause 3.1.2;
- 1.12 **'Subsidiary'** has the meaning given to it in the Companies Act 2006 section 1159;
- 1.13 the expressions **'the Borrower'** and **'the Bank'**, where the context admits, include their respective successors and assigns, whether immediate or derivative;
- 1.14 Terms and phrases defined in the BTL Mortgage Conditions bear the same meaning in this Debenture unless separately defined in this Debenture. In the event any term of this Debenture conflicts with the BTL Mortgage Conditions, the terms of the BTL Mortgage Conditions shall prevail.

2. **Covenant to Pay**

The Borrower hereby covenants with the Bank that it shall on demand pay or discharge the Secured Liabilities when the same become due for payment or discharge whether by acceleration or otherwise, and whether such moneys, obligations or liabilities are express or implied; present, future or contingent; joint or several, incurred as principal or surety, originally owing to the Bank on any account or in any other manner whatsoever or purchased or otherwise acquired by it, or denominated in sterling or in any other currency.

3. **Fixed and floating charges**

- 3.1 As a continuing security for the payment of all money and the discharge of all obligations and liabilities covenanted to be paid or met or otherwise secured under this Deed, the Borrower, with full title guarantee, charges to the Bank:-

- 3.1.1 all freehold and leasehold property of the Borrower both present and future including (but not limited to) the property or properties specified in Schedule 1 hereto (if any) and all buildings and fixtures (including trade fixtures), plant, machinery, vehicles, computers and office and other equipment of the Borrower both present and future (excluding stock in trade of the Borrower) from time to time on that property or properties, with the benefit of all insurance claims in relation to the said property or properties and/or to any such items as aforesaid, and together with the benefit of all existing and future leases, underleases, tenancies and agreements relating to such property or properties (including all rents and profits from such property and the benefit from any rent guarantees or deposits) (**'the Charged Property'**);
- 3.1.2 all stocks, shares, bonds and securities of any kind whether marketable or otherwise, and all other interests and membership rights including (but not limited to) loan capital of the Borrower both present and future in any company, limited liability partnership, firm, consortium or entity registered anywhere in the world

(including, without limitation, each Subsidiary of the Borrower from time to time) including all allotments, accretions, offices, voting and other rights, benefits and advantages at any time accruing, offered or arising in respect of or incidental to such stocks, shares, bonds and securities and all stocks, shares, rights, money or property accruing to them or offered at any time by way of conversion, redemption, bonus, preference, option or otherwise in respect of them ('the **Securities**');

3.1.3 the uncalled capital, goodwill and all patents, patent applications, trade marks, trade names, database rights, data, registered designs and copyrights, all the rights to any formulae, prototypes, test data, secret processes, knowhow, computer software, website or database data and rights and structures of the Borrower and other trade secrets and all licences and ancillary and connected rights relating to the intangible property or to any intellectual property both present and future of the Borrower ('the **IP Rights**'); and

3.1.4 all book and other debts, revenues and claims both present and future (including things in action which may give rise to a debt, revenue or claim and any security or guarantees for any debt) due or owing or which may become due or owing to, or be purchased or otherwise acquired by, the Borrower, and the full benefit of all rights and remedies relating to such book and other debts, revenues and claims including (but not limited to) any negotiable or non-negotiable instruments, guarantees, indemnities, debentures, legal and equitable charges and other security, reservation of proprietary rights, rights of tracing, liens and all other rights and remedies of any nature in respect of such property; and

3.1.5 the undertaking and all other assets of the Borrower both present and future, whatsoever and wheresoever situate, including (but not limited to) the stock in trade of the Borrower, and the heritable property which are or may be from time to time while this Deed is in force comprised in the property and undertaking of the Borrower, and the property described in clauses 3.1.1 to 3.1.4 if and in so far as the charges on that property, assets or rights or on any part or parts of that property, assets or rights contained in this Deed are for any reason ineffective as fixed charges.

3.2 The charges created by clause 3.1 shall as regards the property described in clauses 3.1.1, 3.1.2 and 3.1.3 be first fixed charges (and as regards all those parts of the Charged Property now vested in the Borrower shall constitute a charge by way of legal mortgage) and as to the property described in clause 3.1.5 shall be a first floating charge (subject to clause 4.2). The charge created by clause 3.1.4 shall be subject to the control of the Bank under clause 8.4 and shall take effect as a fixed charge where the Bank exercises such control.

3.3 **Assignments by way of security**

As a continuing security for the Secured Liabilities the Borrower assigns with full title guarantee to the Bank absolutely by way of security:-

3.3.1 all insurance policies held by or for the benefit of the Borrower including any insurances effected by third parties on behalf of the Borrower or any interest of the Borrower therein and all proceeds thereof and all bonuses and other moneys benefits and advantages that may be or become payable or accrue thereunder or under any substituted policy and all the right, title and interest whatsoever of the Borrower therein together with all rights and remedies relating thereto; and

- 3.3.2 all Rental Income, together with the benefit of any security in favour of the Borrower over any rent deposits in respect of any lease, licence or tenancy relating to the occupation of the Charged Property.
- 3.4 The Borrower shall immediately upon execution of this Deed (and immediately upon taking out any further insurance policy or entering into any further lease after the date of this Deed):
- 3.4.1 in respect of any insurance policy, deliver a duly completed notice of assignment to each other party to that insurance policy, and shall use its reasonable endeavours to procure that each such party executes and delivers to the Bank an acknowledgment, in case in the respective forms set out in Schedule 2; and
- 3.4.2 in respect of any tenancy or tenancies of the Charged Property or any part thereof, deliver a duly completed notice to each tenant and shall use its reasonable endeavours to procure that each such party executes and delivers to the Bank an acknowledgment, in each case in the respective forms set out in Schedule 3.
4. **Restrictions on the Borrower**
- 4.1 Save as is permitted under the BTL Mortgage Conditions, the Borrower covenants that it will not (without the prior consent in writing of the Bank):-
- 4.1.1 sell, assign, discount, part with, pledge, charge or otherwise dispose of all or any part of the property described in clause 3.1.4 or deal with it save in accordance with clause 8.4; or
- 4.1.2 (except for charges in favour of the Bank created under this Deed and save for the Permitted Encumbrances set out in the Schedule 1 hereto) create, attempt to create or permit to subsist any mortgage, debenture, charge or pledge or permit any lien or other encumbrance (save a lien arising by operation of law in the ordinary course of trading) to arise on or affect all or any of the Charged Assets; or
- 4.1.3 part with possession or transfer, sell, lease or otherwise dispose of all or any of the Charged Assets or attempt or agree so to do (save in the case of stock in trade charged by way of floating charge only, which may be sold at market value in the usual course of trading conducted at the date of this Deed and for the purpose of carrying on its business).
- 4.2 Notwithstanding anything in this Deed, if, contrary to clause 3.1.2, the Borrower charges, pledges or otherwise encumbers any of the Charged Assets described in clause 3.1.5 without the prior consent in writing of the Bank, or attempts to do so, or if any creditor or other person attempts to bring any distress, execution, sequestration or other process against any of the Charged Assets described in clause 3.1.5, the floating charge created under this Deed over those assets shall automatically, without notice, operate as a fixed charge instantly on such event occurring.
- 4.3 During the continuance of this security the statutory and any other powers of leasing, letting, entering into agreements for leases or lettings, and accepting or agreeing to accept surrenders of leases or tenancies shall not in relation to all or any part of the Charged Assets (save stock in trade under clause 4.1.3) be exercisable by the Borrower, nor shall the Borrower part with possession of all or any part of the Charged Assets, confer any licence, right or interest to occupy, grant any licence or permission to assign, underlet or part with possession of all or any part of the Charged Assets, or agree suffer or permit any variation or addition to the terms of any lease, tenancy or licence without in every such

case obtaining the prior consent in writing of the Bank under the hand of a duly authorised officer of the Bank.

5. Registration at the Land Registry

The Borrower and the Bank will jointly apply to the Chief Land Registrar for registration of the following restriction to be entered in the proprietorship register of the registered title specified in Schedule 1 hereto or of the title to any other property which subsequently becomes subject to this charge that is registered: *'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 [date of this Debenture] in favour of State Bank of India (UK) Limited referred to in the Charges Register or their conveyancer'*.

6. Bank accounts

The Borrower agrees that the Bank may, at any time without notice, after an Event of Default or on making demand, notwithstanding any settlement of account or other matter, combine or consolidate all or any of its then existing accounts, including accounts in the name of the Bank or of the Borrower jointly with others, and set-off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of any money due or obligations or liabilities of the Borrower to the Bank, whether such liabilities are existence at the date of this Deed or at the relevant time, actual, contingent, primary, collateral, several or joint.

7. Events of Default

7.1 The Bank shall cease to be under any further commitment to the Borrower, all money and liabilities secured under this Deed shall immediately become due and payable on demand, the security shall become enforceable, and, if so required by the Bank, the Borrower shall immediately provide cash cover on demand for all contingent liabilities of the Borrower to the Bank and for all notes or bills, bonds, guarantees, indemnities and all instruments entered into or agreed to be entered into by the Bank for or at the request of the Borrower, upon an Event of Default occurring.

7.2 Any licence, authorisation, consent or registration at any time necessary to enable the Borrower to comply with its obligations to the Bank or to carry on its business in the normal course is revoked, withheld, materially modified, fails to be granted or perfected, or ceases to remain in full force and effect.

8. Covenants by the Borrower

The Borrower covenants with the Bank that during the continuance of this security the Borrower will at all times and, where applicable immediately, observe the obligations and restrictions set out in the BTL Mortgage Conditions, and additionally will comply with the covenants set out below:

8.1 Event of Default

The Borrower will notify the Bank by fax, email or other electronic transmission, confirmed in writing, immediately on becoming aware of the occurrence of any event which will or may in due course constitute an Event of Default.

8.2 Conduct of business

The Borrower will conduct and carry on its business in a proper, efficient and business-like manner, will not make any substantial alteration in the nature of or mode of conduct of its business and will keep, or cause to be kept, proper books of account relating to the business.

8.3 Accounts

The Borrower will furnish to the Bank within 6 months of the end of the Borrower's financial year audited Annual Accounts showing the true position of the Borrower's affairs in each year, and also on a quarterly basis, within 42 days of the end of each quarter of the Borrower's financial year, quarterly management accounts prepared by the Borrower and also from time to time such other information relating to the assets and liabilities and the business of the Borrower as the Bank may reasonably require including but not limited to quarterly statements of receivables outstanding. The Borrower will also provide its customer wise/age wise debtor's list and inventory position on a monthly basis for the Bank's monitoring purposes.

8.4 Book debts

The Borrower will get in and realise all book and other debts and claims charged under clause 3.1.4 of this Deed in the ordinary course of its business, and pay all money which it may receive in respect of those book and other debts and claims into such account with the Bank or otherwise as the Bank may direct immediately on receipt, and pending such payment will hold such money on trust for the Bank. The Borrower will not (and will not purport to) without the prior consent in writing of the Bank sell, assign, charge or otherwise dispose of or release, exchange, compound, set off or grant time or indulgence in respect of, or factor or discount or otherwise deal with all or any of those book and other debts and claims, or purport so to do and will if called upon by the Bank from time to time execute legal assignments of any book or other debts to the Bank.

8.5 Intellectual property

The Borrower will observe and perform all covenants and stipulations from time to time affecting its intellectual property including (without limitation) its patents, patent applications, trade marks, trade names, registered designs and copyrights and all other industrial intellectual or other intangible property or property rights, or any licence or ancillary or connected rights from time to time relating to industrial, or intellectual or other intangible property, and preserve, maintain and renew when necessary or desirable all such licences and rights.

8.6 Proceedings

The Borrower will use its best endeavours to enforce, and at its own cost institute, continue or defend, all proceedings relating to any of the Charged Assets which are necessary to preserve the same unless the Bank agrees in writing to the contrary.

8.7 Repairs

The Borrower will keep all buildings and erections and all plant, machinery, fixtures, fittings, vehicles, computers and office and other equipment, and every part of such property, in good and substantial repair and in good working order and condition and not pull down or remove, or sell or otherwise dispose of any of such property without the prior consent in writing of the Bank except in the ordinary course of use, repair, maintenance or improvement. If the Borrower is at any time in default in complying with this covenant, the Bank may, but is not bound to, repair and maintain such property, with power for the Bank, its agents, and their respective employees to enter any of the Borrower's property for that purpose or to inspect the property. Any sum so expended by the Bank shall be repayable by the Borrower to the Bank on demand together with interest at the Default Rate from the date of payment by the Bank.

8.8 Insurance

In addition to the Borrower's obligations under the Mortgage, the Borrower will at its own expense insure and keep insured any of the Charged Assets of an insurable nature, with reputable insurers previously approved by the Bank in writing, against loss or damage by fire, burglary, theft, civil commotion, explosion, aircraft, flood, storm, tempest, lightning, burst pipes and such other risks and contingencies as the Bank from time to time requests, to the full replacement value of such assets from time to time including fees of architects, surveyors, engineers and all other professional fees and demolition charges, together (in the case of leasehold properties) with loss of rent for 12 months. The insurance must either be composite insurance failing which it must name the Bank as sole loss payee and the policy must contain such provisions for the protection of the Bank as the Bank may reasonably require. The Borrower must maintain such other insurance policies as composite insurance (failing which with the Bank named as sole loss payee on such policies) containing like provisions for the protection of the Bank, as are normally maintained by prudent companies carrying on similar businesses. The Borrower must pay all premiums and other money necessary to effect and keep up the insurances within one week of them becoming due, and on demand produce to the Bank the policies of insurance and proof of the payments, failing which the Bank may take out or renew the insurances in any sum which it may think expedient. All money expended by the Bank under this provision must be reimbursed by the Borrower on demand and will bear interest at the Default Rate from the date of payment by the Bank. The Bank reserves the right to use monies kept by the Borrower in any account held with the Bank to pay any premiums and other monies due to effect and maintain the insurances. All money to be received by virtue of any insurance maintained or effected by the Borrower (whether or not in pursuance of the obligations under this clause) shall be paid to the Bank (or if not paid by the insurers directly to the Bank held on trust for the Bank) and shall be applied in replacing, restoring or reinstating the property or assets destroyed, damaged or lost (any deficiency being made good by the Borrower on demand) or following demand by the Bank or the occurrence of an Event of Default at the option of the Bank be applied in reduction of the money, obligations and liabilities secured under this Deed.

8.9 Outgoings

The Borrower will punctually pay, and indemnify the Bank and any Receiver or Administrator appointed by it against, all existing and future rent, rates, taxes, duties,

charges, assessments, impositions and outgoings (whether imposed by agreement statute or otherwise and whether in the nature of capital or revenue and even if wholly novel) now or at any time during the continuance of this security payable in respect of all or any part of the Charged Assets or by the owner or occupier of those assets. If any such sums are paid by the Bank or by any Receiver or Administrator the sums must be repaid by the Borrower on demand with interest at the Default Rate from the date of payment by the Bank or any Receiver.

8.10 Leased interests

The Borrower will not without the prior consent in writing of the Bank vary, surrender, cancel, assign, charge or otherwise dispose of, or permit to be forfeit, its leasehold interest or interest as a contractual licensee in any premises or interest as licensee, bailee or otherwise in any credit sale, hire purchase, leasing, rental, licence or like agreement for any material equipment used in its business, or agree any rent review, but shall generally fulfil its obligations under every such lease licence and agreement and when required produce to the Bank proof of all payments from time to time due from the Borrower under the lease, licence or agreement.

8.11 Subsidiaries

The Borrower will not without the prior consent in writing of the Bank form or acquire any subsidiary or transfer, sell, lease or otherwise dispose of or contract the use of any Charged Assets to any subsidiary save on terms previously approved in writing by the Bank.

8.12 Notices

The Borrower will, upon receipt of it, produce to the Bank a copy and full details of any notice, order or proposal given, issued or made by any local or other authority relating to any of the Charged Assets, and without delay take all necessary steps to comply with the notice or order (or if the Bank so agrees or stipulates, appeal against it), or serve any appropriate counter-notice so as to protect the Charged Assets, and also, at the request of the Bank (but at the expense of the Borrower), make or join with the Bank in making any objections or representations in relation to the notice or order that the Bank considers or agrees are expedient. Any compensation received by the Borrower as a result of such notice or order shall be applied in the reduction of the money due to the Bank from the Borrower unless the Bank otherwise agrees.

8.13 Registration

The Borrower will not (without the prior consent in writing of the Bank):-

8.13.1 permit any person to be registered as proprietor of any of the Charged Property under the Land Registration Act 2002, or create or permit to arise any overriding interest affecting such property within the definition in that act; or

8.13.2 permit any person to become entitled to any proprietary right or interest that might affect the value of any land, fixtures or fixed plant and machinery charged by this Deed.

8.14 Redemption of shares

(If the Borrower is a company) the Borrower will not without the prior consent in writing of the Bank redeem or purchase its own shares.

8.15 Deeds

The Borrower will deposit with the Bank or a nominee of the Bank, and permit the Bank or its nominee during the continuance of this security to hold and retain:-

8.15.1 all deeds and documents of title relating to all freehold and leasehold property from time to time belonging to the Borrower (and the insurance policies relating to such property);

8.15.2 all stock and share certificates and documents of title relating to the Securities, and such deeds or documents of transfer (executed in blank) and other documents as the Bank may from time to time require for perfecting its title to the Securities (executed by or signed on behalf of the registered holder) or for vesting or enabling it to vest the Securities in itself or its nominees or in any purchaser;

8.15.3 all assurance policies from time to time effected by the Borrower on the lives of key employees; and

8.15.4 all such documents (including other insurance policies and bonds) relating to the Charged Assets as the Bank may from time to time require.

8.16 Value

The Borrower will not do or cause or permit to be done anything which may in any way prejudice the value to the Bank of the Charged Assets.

8.17 Distributions

8.17.1 The Borrower, if a Company, will not declare or pay a dividend except out of profits available for distribution and if a limited liability partnership except out of realised profits.

8.17.2 The Borrower will not declare or pay a dividend or pay any drawing or distribution out of profits whilst any interest payable or other payment due to the Bank is in arrears.

8.17.3 The Borrower will not pay an abnormal amount by way of dividend.

8.18 Management

The composition of the board of directors of the Borrower, or, if the Borrower is a limited liability partnership, the members, will not be changed without the Bank's prior consent in writing (such consent not to be unreasonably withheld or delayed).

9. Further security

The Borrower will at any time, if and when required by the Bank, execute any further legal or other mortgages, fixed or floating charges or assignments in favour of the Bank over all or any of the Charged Assets, both present and future, that the Bank from time to time reasonably requires to secure all money, obligations and liabilities covenanted under this

Deed to be paid, or otherwise secured under this Deed. Such further mortgages charges or assignments are to be prepared by or on behalf of the Bank at the cost of the Borrower and must contain an immediate power of sale without notice, a clause excluding the Law of Property Act 1925 section 93 and the restrictions contained in section 103 of that Act, and such other clauses for the benefit of the Bank as the Bank may reasonably require.

10. Powers of the Bank

10.1 Section 93 and 103 of the Law of Property Act 1925 shall not apply to the Debenture and the security constituted by the Debenture shall become immediately enforceable and the power of sale and other powers conferred on mortgagees by the Law of Property Act 1925 as varied or extended by the Debenture shall arise on the execution of the Debenture and be exercisable at any time after the Loan, the other moneys secured by the Mortgage or any part of this becomes due and remains unpaid without the restrictions contained in that Act as to the giving of notice or otherwise.

10.2 The statutory powers of leasing conferred on the Bank shall be extended so as to authorise the Bank and any Receiver or Administrator appointed by the Bank to lease and make agreements for leases, at a premium or reverse premium or otherwise, and accept surrenders of leases and grant options as the Bank considers expedient and without the need to observe any of the provisions of the Law of Property Act 1925 sections 99 and 100 and as if it or they were a beneficial owner of the property in question.

11. Receiver

11.1 Appointment

At any time after the Bank's demand for payment of any money or the discharge of any obligation or liability secured by this Deed, or if requested by the Borrower, the Bank may, in writing under its common seal or under the hand of a duly authorised officer of the Bank, appoint any person or persons ('the **Receiver**') to be a receiver, or manager, or a receiver and manager, of all or any part of the Charged Assets which are charged by way of a fixed charge, or a floating charge which has become fixed by the operation of clause 4.2 above (but any such appointment shall not be construed as an attempt by the Bank to appoint an administrative receiver). The Bank may authorise any joint receiver or manager to exercise any power independently of any other joint Receiver, may from time to time fix the remuneration of the Receiver, and may remove the Receiver and appoint another in his place.

11.2 Agency

The Receiver shall be the agent of the Borrower, and the Borrower shall be solely responsible for his acts or defaults and for his remuneration.

11.3 Powers

The Receiver shall have all the powers conferred from time to time on receivers by statute, in the case of the powers conferred by the Law of Property Act 1925 without the restrictions contained in section 103 of that Act, and in addition power on behalf and at the cost of the Borrower (notwithstanding liquidation of the Borrower) to do or omit to do anything which the Borrower could do or omit to do in relation to all or any part of the Charged Assets were it not for this Deed. In particular (but without limitation) the Receiver may:-

11.3.1 take possession of collect and get in all or any of the Charged Assets, exercise in respect of the Securities all voting or other powers or rights available to a registered holder of the Securities as he may think fit, and bring defend or discontinue any

proceedings or submit to arbitration in the name of the Borrower or otherwise as may seem expedient to him;

- 11.3.2 carry on, manage, develop, reconstruct, amalgamate or diversify all or any part of the business of the Borrower or concur in so doing, lease or otherwise acquire and develop or improve properties or other assets without being responsible for loss or damage, and raise or borrow any money (including money for the completion with or without modification of any building in the course of construction and any development or project in which the Borrower was engaged) from or incur any other liability to the Bank or others on such terms with or without security as he may think fit, so that any such security may be or include a charge on the whole or any part of the Charged Assets ranking in priority to this security or otherwise;
- 11.3.3 (without the restrictions imposed by the Law of Property Act 1925 section 103 or the need to observe any of the provisions of sections 99 and 100 of that Act) sell by public auction or private contract, let, surrender or accept surrenders, grant licences or otherwise dispose of or deal with all or any of the Charged Assets (whether at a premium or reverse premium or not), or concur in so doing, in any manner, for any consideration and generally on any terms and conditions he thinks fit, with full power to convey, let, surrender, accept surrenders or otherwise transfer or deal with the Charged Assets in the name, and on behalf, of the Borrower or otherwise, and so that covenants and contractual obligations may be granted and assumed in the name of and so as to bind the Borrower (or other the estate owner) if he considers it necessary or expedient so to do;
- 11.3.4 promote the formation of a subsidiary company of the Borrower with a view to the subsidiary purchasing, leasing, licensing or otherwise acquiring interests in all or any of the Charged Assets, and arrange for the subsidiary to trade or cease to trade on such terms and conditions as he may think fit;
- 11.3.5 make any arrangement or compromise or enter into or cancel any contracts that he thinks expedient;
- 11.3.6 make and effect any repairs, renewals and improvements to all or any part of the Charged Assets as he thinks fit and maintain, renew, take out or increase insurances;
- 11.3.7 appoint managers, agents, officers and employees for any of the above purposes or to guard or protect the Charged Assets at such salaries and commissions and for such periods and on such terms as he may determine, with power to dismiss them;
- 11.3.8 make calls conditionally or unconditionally on the members of the Borrower in respect of uncalled capital;
- 11.3.9 without any further consent by or notice to the Borrower, exercise on behalf of the Borrower all the powers and provisions conferred on a landlord or a tenant by any legislation from time to time in force relating to rents or agriculture in respect of any part of the property charged by this Deed, but without any obligation to exercise any of these powers and without any liability in respect of powers so exercised or omitted to be exercised; and
- 11.3.10 sign any document, execute any deed and do all other acts and things that may be considered by him to be incidental or conducive to any of the matters or powers referred to in this clause 11 or to the realisation of the Bank's security, and use the name of the Borrower for all the purposes referred to in this clause 11.

11.4 Application of money

All money received by the Bank or by the Receiver shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to such costs, in or towards satisfaction of the Secured Liabilities and in such order as the Bank in its absolute discretion may from time to time conclusively determine (save that the Bank may credit the money to a suspense account for so long and in such manner as it may from time to time determine and the Receiver may retain the money for such period as he and the Bank consider expedient).

11.5 Protection of third parties

No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Bank or any Receiver appointed by it to exercise any of the powers conferred by this Deed has arisen or not, or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.

11.6 Costs

The Borrower covenants with the Bank to pay on demand all costs, charges, taxes and expenses properly incurred by the Bank or by any Receiver in or about the enforcement, preservation or attempted preservation of this security or of all or any of the Charged Assets on a full indemnity basis with interest at the Default Rate. Any Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver in accordance with the current practice of his firm. The Bank reserves the right to debit such costs from the Borrower's account held with it.

11.7 Liability to account

Neither the Bank nor any receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets, or be liable for any loss upon realisation of, or for any neglect or default of any nature in connection with, the Charged Assets for which a mortgagee in possession may be liable as such.

11.8 Indemnity

The Borrower agrees to indemnify both the Bank and any Receiver against all losses, actions, claims, expenses, demands and liabilities for anything done or omitted in the exercise or purported exercise of the powers contained in this Deed or occasioned by any breach by the Borrower of any of its covenants or other obligations to the Bank, whether in contract, tort or otherwise, incurred by the Bank or Receiver, or by any manager, agent, officer or employee for whose liability, act or omission it or he may be answerable now or after the date of this Deed provided that this indemnity shall not apply to any losses, actions, claims, expenses, demands and liabilities arising from the wilful default of the Bank. The Borrower shall indemnify the Bank and any Receiver on demand and shall pay interest on the sums demanded at the Default Rate.

12. Administrator

12.1 Power to appoint

The charge created by clause 3.1.5 hereof is a qualifying floating charge within the meaning of paragraph 14 of Schedule B1 of the Insolvency Act 1986 and that paragraph applies to the charge created by clause 3.1.5.

12.2 Appointment

At any time after the Bank's demand for payment of any money or the discharge of any obligation or liability secured by this Deed, or if requested by the Borrower, or, whether or not any demand has been made for payment of any money or the discharge of any obligation or liability secured by this Deed, if the Bank becomes aware of the occurrence of any Event of Default, or if the security created by this Deed shall be in jeopardy, the Bank may appoint by writing any person or persons who is or are qualified to act as an administrator in relation to the Borrower to be an administrator ('the **Administrator**', which expression shall include any joint or substituted Administrator(s)) of the Borrower.

12.3 The Administrator shall be an officer of the court and shall have all powers conferred by in Schedule B1 of the Insolvency Act 1986. In particular, but without limiting any general powers of the Bank's power of sale, the Administrator shall have power:-

12.3.1 to carry on or concur in carrying on the Borrower's business and for that purpose to raise money from the Bank or others on the security of all or any part of the charged assets including the Borrower's goodwill;

12.3.2 to sell, let and/or terminate or to accept surrenders of the leases, in such manner and on such terms (including at a premium or a reverse premium) as he thinks fit;

12.3.3 to take, continue or defend any proceedings and make any arrangements or compromise which he shall think fit;

12.3.4 to make and effect all repairs, improvements and insurances at the Charged Property;

12.3.5 to call up any of the Borrower's uncalled capital;

12.3.6 to promote the formation of a subsidiary company or companies of the Borrower, so that such subsidiary may purchase, lease, licence or otherwise acquire interests in all or any part of the fixtures and fittings at the Charged Property, or any other charged assets; and

12.3.7 to do all other acts and things which he may consider to be incidental or conducive to any of the above powers.

12.4 The rights of the Bank under this clause are in addition to, and not restrictive of any power(s) on the part of the Bank under the Insolvency Act 1986 or The Enterprise Act 2002 to apply to the court as a creditor for the purposes of the appointment of a court appointed receiver or court appointed administrator.

13. Power of attorney

The Borrower, by way of security, irrevocably appoints the Bank and the persons deriving title under it and separately any Receiver and Administrator appointed by the Bank, jointly

and severally, to be its attorney, in its name, on its behalf and as its act and deed or otherwise, to execute and complete in favour of the Bank or its nominees or of any purchaser any documents which the Bank may require for perfecting its title to or for vesting the Charged Assets both present and future in the Bank or its nominees or in any purchaser, and to do all such acts and things as may be required for the full exercise of all or any of the powers conferred by this Deed or which may be deemed expedient by the Receiver or Administrator on or in connection with any sale, lease, disposition, realisation or getting in by the Bank or any Receiver or Administrator of all or any part of the Charged Assets, or in connection with any other exercise of any power under this Deed and this appointment shall operate as a general power of attorney made under section 10 of the Powers of Attorney Act 1971. The Borrower covenants with the Bank and separately with any Receiver and Administrator appointed out of court by the Bank that on request it will ratify and confirm all security agreements, documents, acts and things and all transactions entered into by the Bank or Receiver or Administrator, or by the Borrower at the instance of the Bank or Receiver or Administrator in the exercise or purported exercise of its or his powers, and the Borrower irrevocably acknowledges and agrees that this power of attorney is (inter alia) given to secure the performance of the obligations owed by the Borrower to the Bank and any Receiver or Administrator.

14. Continuing security

This security shall be a continuing security notwithstanding any settlement of account or other matter and is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, lien, pledge, bill, note, mortgage or other security (whether created by the deposit of documents or otherwise) now or after the date of this Deed held by or available to the Bank. This security shall not be in any way prejudiced or affected by (or by the invalidity of) any other right or remedy or any guarantee, lien, pledge, bill, note, mortgage or other security, or the Bank now or in future dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any other right or remedy or any guarantee, lien, pledge, bill, note, mortgage or other security or any rights which it may now or after the date of this Deed have, or giving time for payment or indulgence or compounding with any other person liable.

15. Money/currency

- 15.1 All money received or held by the Bank or a Receiver under this Deed may from time to time, after demand has been made, or where the Bank is entitled to do so under the Mortgage, be converted into such other currency as the Bank considers necessary or desirable to cover the obligations and liabilities of the Borrower in that currency at the then prevailing rate of exchange of the Bank (as conclusively determined by the Bank) for purchasing the currency to be acquired.
- 15.2 If, and to the extent that, the Borrower fails to pay the amount due on demand, the Bank may in its absolute discretion without notice to the Borrower purchase at any time after that time so much of a currency as the Bank considers necessary or desirable to cover the obligations and liabilities of the Borrower in that currency secured by this Deed at the then prevailing rate of exchange of the Bank (as conclusively determined by the Bank) for purchasing that currency, and the Borrower agrees to indemnify the Bank against any costs and expenses and loss occasioned by the Bank.
- 15.3 No payment to the Bank (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the Borrower in respect of which it was made unless and until the Bank has received payment in full in the currency in which the obligation or liability was incurred. To the extent the amount of any payment, on actual conversion into that currency falls short of the obligation or liability expressed in that currency, the Bank

shall have a further separate cause of action against the Borrower and shall be entitled to enforce the charges created by this Deed to recover the amount of the shortfall.

- 15.4 The Borrower shall indemnify and hold harmless the Bank from and against any loss suffered or incurred as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (ii) the rate or rates of exchange at which the Bank may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

16. Representations and Warranties

- 16.1 The Borrower represents and warrants to the Bank that:-

- 16.1.1 the Borrower is the legal and beneficial owner of the Charged Property, the Securities, the IP Rights and the property described in clauses 3.1.4 and 3.1.5;
- 16.1.2 the Borrower has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Property, the Securities, the IP Rights or any interest in them;
- 16.1.3 there is no breach of any law or regulation which materially adversely affects the Charged Property, the Securities or the IP Rights;
- 16.1.4 nothing has arisen, has been created or is subsisting which would be an overriding interest in any Charged Property; and
- 16.1.5 no encumbrance expressed to be created under this Deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Borrower or otherwise.

17. Miscellaneous

- 17.1 A reference in this Deed to a charge or mortgage of any freehold, leasehold or commonhold property includes:-
- 17.1.1 all buildings and fixtures (including trade and tenant's fixtures) which are situated on that property at any time;
- 17.1.2 the proceeds of the sale of any part of that property; and
- 17.1.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of that property, and any monies paid or payable in respect of those covenants.
- 17.2 For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Mortgage and of any side letters between any parties in relation to the Mortgage are incorporated into this Deed.
- 17.3 A third party has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this Deed.
- 17.4 Failure or delay by the Bank in exercising any right or remedy shall not operate as a waiver, and single or partial exercise or waiver of any right or remedy shall not preclude its further exercise or the exercise of any other right or remedy.

- 17.5 Each of the provisions of this Deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired.
- 17.6 The Borrower certifies that neither the execution of this Deed nor the creation of the charges contained in this Deed contravenes any of the provisions of the memorandum and articles of association of the Borrower.
- 17.7 This Deed shall be governed and construed in accordance with English Law and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter.

18. **Notices**

- 18.1 Every notice or other communication under this Deed shall be in writing and may be delivered personally or by letter, by facsimile, email or other electronic transmission (forthwith confirmed by letter) despatched as follows:

18.1.1 if to the Bank, to the following:

Facsimile: [01473 283859]

(i) Email: [new.lending@originations@bangladesh.com]

(ii) for the attention of the Head of Credit Retail;

18.1.2 if to the Borrower, at its address specified at the head of this Deed or its registered or principal office for the time being or to the following:

Facsimile: [N/A]

Email: [info@olesignrealizedkent.com]

for the attention of [Mr B De Pascalis]

or (in any case) to such other address and/or facsimile number as may be notified in accordance with this clause by the relevant party to the other party and acknowledged for such purpose.

- 18.2 Every notice or other communication shall, subject as otherwise provided in this Deed, be deemed to have been received, if sent by registered post, on the next Business Day and, if delivered personally, by email or by facsimile transmission, at the time of delivery or despatch if during normal business hours in the place of intended receipt on a Business Day in that place and otherwise at the opening of business in that place on the next Business Day, provided that any notice or communication to be made or delivered to the Bank shall be effective only on actual receipt by the Bank.

IN WITNESS WHEREOF this Debenture has been executed and delivered as a Deed the day and year first above written.

Schedule 1

1.2 The Charged Property

Acer House 67a Oakhill Road Sevenoaks Kent TN3 1NU

[Description of the Charged Property including full address and post code and all Land Registry Title Numbers, and if the Property is held under a lease, the date and parties to the lease and the current rent payable thereunder.] * shall be legalised on a Transfer of even date

being part of Title Number K37527

Permitted Encumbrances

[Where the Charged Property is subject to leases or tenancies, the date of and parties to each such lease or tenancy and the current Rent payable thereunder must be stated.]

[Where the Property is subject to prior mortgage or prior charge details of the date, name of the mortgagee or charge and the amount secured in priority to this Debenture must be stated.]

Schedule 2

2. FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY INSURERS

To: [Insert name and address of relevant insurer]

Dated: [] 20[]

Dear Sirs

Re: [Describe insurance policies] dated [] 20[] between (1) You and (2) [the Borrower] (the 'Chargor')

1. We give notice that, by a debenture dated [] 20[] (the '**Debenture**'), we have assigned to **State Bank of India (UK) Limited** (the '**Bank**') all our present and future right, title and interest in and to the policies described above (together with any other agreement supplementing or amending the same, the '**Policies**') including all rights and remedies in connection with the Policies and all proceeds and claims arising from the Policies.
2. We irrevocably authorise and instruct you from time to time:-
 - 2.1 to disclose to the Bank at our expense (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure) such information relating to the Policies as the Bank may from time to time request;
 - 2.2 to hold all sums from time to time due and payable by you to us under the Policies to the order of the Bank;
 - 2.3 to pay or release all or any part of the sums from time to time due and payable by you to us under the Policies only in accordance with the written instructions given to you by the Bank from time to time;
 - 2.4 to comply with any written notice or instructions in any way relating to (or purporting to relate to) the Debenture, the sums payable to us from time to time under the Policies or the debts represented by them which you may receive from the Bank (without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction); and
 - 2.5 to send copies of all notices and other information given or received under the Policies to the Bank.
3. We irrevocably instruct you, with effect from the date of this notice, to note on the relevant Policies the Bank's interest as sole loss payee and as first priority assignee of the Policies and the rights, remedies, proceeds and claims referred to above.

4. We are not permitted to receive from you, otherwise than through the Bank, any amount in respect of or on account of the sums payable to us from time to time under the Policies or to agree any amendment or supplement to, or waive any obligation under, the Policies without the prior written consent 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 enclosed copy of this notice and returning it to the Bank (with a copy to us) that you agree to the above and that:
 - 6.1 you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice;
 - 6.2 you have not, at the date this notice is returned to the Bank, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Policies or any proceeds of them or any breach of the terms of any Policy and you will notify the Bank promptly if you should do so in future;
 - 6.3 you will not permit any sums to be paid to us or any other person under or pursuant to the Policies without the prior written consent of the Bank; and
 - 6.4 you will not exercise any right to terminate, cancel, vary or waive the Policies or take any action to amend or supplement the Policies without the prior written consent of the Bank.
7. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

for and on behalf of [the Borrower]

[On copy]

To: State Bank of India (UK) Limited
15 King Street
London EC2V 8EA

Copy to: **[The Borrower]**

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters set out in paragraph [6] of the above notice.

for and on behalf of

[]

Dated: [] 20[]

Schedule 3

Notice of Assignment of Rental Income

To:

[]

[]

[We], [the Borrower] hereby give you notice of a debenture (the "**Debenture**") dated [] and made between (1) [us][me] and (2) State Bank of India (UK) Limited (the "**Bank**") whose address is 15 King Street, London EC2V 8EA. A copy of the Debenture is attached.

Pursuant to the Debenture [we] [I] assigned to the Bank the rents payable under the tenancy agreement dated [] and made between [us][me] and you (the "**Tenancy**").

Under the Debenture [we][I] remain liable to you to perform all the obligations assumed by [us][me] under the Tenancy and the Bank is under no obligation of any kind whatsoever under the Tenancy.

[We][I] hereby irrevocably authorise and instruct you in the event you receive a written request from us or from the Bank to do so to pay the Bank to such account as they may advise.

A receipt from the Bank shall be a full and sufficient discharge to you for any such payment.

The authority and instruction is irrevocable without the prior written consent of the Bank.

Please acknowledge receipt of this notice and the copy of the Debenture by signing and returning the enclosed duplicate notice to the Bank.

Dated: []

[For and on behalf of:] []

To: State Bank of India (UK) Limited

[]

[]

[We][I] hereby acknowledge receipt of a notice of which the above is a duplicate.

[For and on behalf of:] [

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