



Registration of a Charge

Company name: **NEXIA PROPERTIES LTD**

Company number: **09460627**



X861TVSB

Received for Electronic Filing: **23/05/2019**

Details of Charge

Date of creation: **22/05/2019**

Charge code: **0946 0627 0001**

Persons entitled: **ALPHA BANK LONDON LIMITED**

Brief description: **FREEHOLD PROPERTY KNOWN AS 243 - 245 HEATHWAY, DAGENHAM,
ESSEX RM9 5AN**

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:

PR



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9460627

Charge code: 0946 0627 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd May 2019 and created by NEXIA PROPERTIES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd May 2019 .

Given at Companies House, Cardiff on 24th May 2019

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

- NOTE 1: A CERTIFIED COPY OF THIS DOCUMENT TOGETHER WITH A COMPLETED (AND SIGNED) FORM MR01 MUST BE PRESENTED FOR REGISTRATION AT COMPANIES HOUSE WITHIN THE REGISTRATION PERIOD. THE REGISTRATION PERIOD IS 21 DAYS BEGINNING WITH THE DAY AFTER THE DATE OF CREATION OF THE CHARGE.
- NOTE 2: IF THIS DEBENTURE RELATES TO ANY LAND (FREEHOLD OR LEASEHOLD) TITLE TO WHICH IS REGISTERED AT HM LAND REGISTRY IT SHOULD BE REGISTERED AT HM LAND REGISTRY WITHIN THE PRIORITY PERIOD CONFERRED BY AN OFFICIAL SEARCH OF THE REGISTER.
- NOTE 3: IF THIS DEBENTURE RELATES TO ANY LAND (FREEHOLD OR LEASEHOLD) IT MAY REQUIRE A REGISTRATION TO BE EFFECTED AT THE LAND CHARGES REGISTRY

DEBENTURE

Name and registered office and company number of the Mortgagor:

Name: Nexia Properties Limited

Registered Office: Prospect House, 2 Athenaeum Road, London, N20 9AE

Company Number: 09460627

Address and facsimile number for communications to the Mortgagor (subject to clause 25.4):

Address: Prospect House, 2 Athenaeum Road, London, N20 9AE

Fax:

Address and facsimile number for communications to the Bank (subject to clause 25.4):

Alpha Bank London Limited

Capital House

85 King William Street

London EC4N 7BL

Fax: +44 (0)20 7236 0603

Details of Property:

All that freehold property known as 243-245 Heathway, Dagenham, Essex, RM9 5AN and registered at the Land Registry under title number EGL 467 685

Date: 22 May 2019.

This Debenture is made on the above date by Nexia Properties Limited, a company incorporated under the laws of England and Wales, (company registration number 09460627) whose registered office is at Prospect House, 2 Athenaeum Road, London, N20 9AE (the "Mortgagor") in favour of Alpha Bank London Limited of 85 King William Street, London EC4N 7BL (the "Bank").

WHEREAS the Bank has agreed to make available certain financial accommodation to the Mortgagor.

NOW THIS DEED WITNESSES:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Debenture unless the context otherwise requires:-

"Administrator" means a person appointed under Schedule B1 to the Insolvency Act 1986 to manage the Mortgagor's affairs, business and property;

"Business Day" means a day (excluding a Saturday, Sunday or public holiday in England) on which the Bank is open for the transaction of normal banking business;

"Charged Assets" means the property assets and undertaking for the time being of the Mortgagor which are subject to the Security created by this Debenture and references to the Charged Assets shall include reference to all or any of them;

"Charged Debts" means all present and future book debts and monetary claims (excluding Rent) due or owing to the Mortgagor and the benefit of all security, guarantees and other rights of the Mortgagor in relation thereto;

"Collection Account" bears the meaning ascribed thereto in the Facility Letter;

"Default Rate" means:-

(a) the rate of interest payable in accordance with the terms of any Facility Letter in relation to any amount which is not paid on its due date; or

(b) in the absence of any such rate, the Bank's default interest rate as published from time to time, such interest being compounded quarterly;

"Delegate" bears the meaning ascribed thereto in clause 10;

"Environmental Laws" means any law (which includes an order or decree, any form of delegated legislation, a treaty and a directive or regulation made by virtue of powers conferred by a treaty), code of practice, circular, guidance notice or the like (whether in the United Kingdom or elsewhere) regulating, relating to or imposing liability or standards of conduct concerning (a) environmental protection matters, including (without limitation) in relation to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, (b) the development, use, occupation or exploitation of land or property or (c) health and safety at work or elsewhere, as now or may at any time hereafter be in effect;

"Event of Default" bears the meaning ascribed thereto in the Facility Letter;

"Facility Letter" means any letter or other document addressed to the Mortgagor by the Bank setting out the basis on which the Bank agrees to advance any Loan to the Mortgagor and incorporating the Standard Terms;

"Financial Collateral" bears the meaning ascribed thereto in the Regulations;

"Finance Documents" means any Facility Letter, the Security Documents and any other document designated as a Finance Document by the Bank and the Mortgagor;

"Hazardous Materials" means and includes chemicals, pollutants, contaminants, wastes, petroleum

products, distillates, dangerous, hazardous or toxic substances and materials (whether in solid or liquid form or in the form of a gas or vapour and whether alone or in combination with any other substance) and all hazardous substances defined or regulated as such under any Environmental Law;

"Insurances" means each policy of insurance effected or maintained from time to time in respect of the Property;

"Leases" means all occupational leases, underleases, licences, tenancy agreements, agreements for lease or other agreements for the letting of the Property or any part thereof from time to time subsisting;

"Loan" means:-

(a) any sum of money lent by the Bank to the Mortgagor, whether by way of a loan or by way of an overdraft; and

(b) any other facility made available, or obligation undertaken, by the Bank to or for the Mortgagor;

"LPA" means the Law of Property Act 1925;

"Net Rent" means Rent other than Tenant Contributions;

"Mortgaged Property" means any freehold or leasehold property the subject of the security created by this Debenture;

"Party" means a party to this Debenture;

"Property" means all that freehold property known as 243-245 Heathway, Dagenham, Essex, RM9 5AN and registered at the Land Registry under title number EGL 467685

"Receiver" means any person appointed by the Bank to be a receiver or receiver and manager or administrative receiver of any of the Charged Assets;

"Regulations" means the Financial Collateral Arrangements (No. 2) Regulations 2003 (S.I. 2003/3226) bringing into effect the Financial Collateral Arrangements Directive (2002/47/EC);

"Rent" means the aggregate of all amounts paid or payable to, or for the benefit or account of, the Mortgagor in connection with the letting, licensing, occupation or use of all or any part of the Property;

"Secured Amounts" means the monies and liabilities which the Mortgagor covenants in Clause 2 hereof to pay and discharge and references to the Secured Amounts shall include reference to any of them;

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

"Security Documents" means this Debenture and any other agreement providing Security for all or any part of the Secured Amounts and whether granted by the Mortgagor or any other person;

"Security Financial Collateral Arrangement" bears the meaning ascribed thereto in the Regulations;

"Standard Terms" means the Alpha Bank London Limited Standard Terms and Conditions - Corporate Borrowers - Sterling Facilities.

"Taxes" includes all present and future taxes, levies, duties, fees, charges, imposts, deductions or withholdings of any nature (and "Tax" and "Taxation" shall be construed accordingly); and

"Tenant Contributions" means any amount paid to the Mortgagor by any tenant under any Lease or by any other occupier of the Property by way of:-

(a) contribution to ground rent, insurance premia, the cost of an insurance valuation, a

service charge in respect of the Mortgagor's costs under any management, repairing, maintenance or similar obligation or in providing services to a tenant or other occupier of the Property or to a reserve or sinking fund; or

(b) VAT.

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.

1.2 Clause headings in this Debenture are inserted for ease of reference only.

1.3 References in this Debenture to persons include references to bodies corporate and unincorporate and include their successors and permitted transferees and assigns, whether direct or indirect.

1.4 References herein to a "Finance Document" or any other agreement shall be deemed to be references to that Finance Document or other agreement as amended, supplemented, novated, extended or restated from time to time.

1.5 References in this Debenture to any enactment shall include re-enactments, amendments and extensions thereof.

1.6 Any reference in this Debenture to a time of day is a reference to London time.

1.7 Where there is more than one Mortgagor, the expression "the Mortgagor" shall mean each and every one of such persons or any one or more of them and the covenants, undertakings, warranties, agreements, obligations and liabilities of such persons herein contained or implied shall be joint and several.

1.8 References in this Debenture to a "mortgage" include a transfer or assignment by way of mortgage.

1.9 Any reference in this Debenture to the "Property" includes all buildings, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery thereon belonging to the Mortgagor.

1.10 Any reference in this Debenture to an "overriding interest" means an unregistered interest which would override first registration or, as the case may be, a registered disposition as set out in Schedule 1 and Schedule 3 to the Land Registration Act 2002.

1.11 The terms of the other Finance Documents and of any side letters between any parties in relation to any Finance Documents are incorporated into this Debenture to the extent required to ensure that any purported disposition of the Charged Assets contained in this Debenture is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.12 This Debenture shall take effect as a deed notwithstanding the fact that a party may only execute this Debenture under hand.

1.13 Words importing the singular shall include the plural and vice versa.

1.14 An Event of Default is "continuing" if it has not been remedied to the satisfaction of the Bank or waived by the Bank.

2 COVENANT TO PAY

2.1 The Mortgagor covenants with the Bank to pay and discharge to the Bank on demand all monies and liabilities which now are or shall at any time hereafter be due owing or incurred to the Bank by the Mortgagor whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever (including, without limitation, on a full and unlimited indemnity basis all costs charges losses expenses and other sums mentioned in clause 17 hereof).

- 2.2 If the Mortgagor fails to pay any amount under this Debenture when due, the Mortgagor agrees to pay to the Bank in respect of any amount demanded from it interest at the Default Rate and such interest shall accrue on a daily basis from first demand by the Bank until the date of actual payment (as well after as before any judgment).

3 CREATION OF SECURITY

The Mortgagor with full title guarantee and to the intent that the security hereby created shall rank as a continuing security for the payment and discharge of the Secured Amounts:-

- 3.1 charges in favour of the Bank by way of legal mortgage the Property;

- 3.2 charges in favour of the Bank by way of first fixed charge:-

3.2.1 all freehold and leasehold property hereafter acquired by the Mortgagor;

3.2.2 all present and future interests of the Mortgagor in any freehold or leasehold property not effectively mortgaged or charged under the preceding provisions of this clause 3;

3.2.3 all deeds, documents, contracts and agreements from time to time relating to the Property, the benefit of any covenants for title given or entered into by any predecessor in title to the Mortgagor to the Property, all proceeds of a capital nature in relation to the disposal of the Property, the benefit of any other disposal of the Property, any rights against lessees or other occupiers and/or their sureties and all future options to renew all leases or purchase reversions (whether or not freehold) from time to time in relation to the Property;

3.2.4 all the plant machinery and fixtures and fittings furniture equipment implements and utensils and other tangible movable property now and in the future belonging to the Mortgagor;

3.2.5 all present and future shares stocks and other securities held by the Mortgagor including any dividend, interest or other distribution paid or payable in relation thereto and any right, shares or property accruing, offered or issued at any time in relation thereto by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise;

3.2.6 all present and future uncalled capital and goodwill of the Mortgagor;

3.2.7 all present and future patents patent applications trade marks trade names registered designs copyrights licences and similar rights of the Mortgagor and all present and future agreements relating to the use by the Mortgagor of any intellectual property rights and all present and future agreements under which the Mortgagor is entitled to the payment of any royalty fee or similar income;

3.2.8 the Charged Debts;

3.2.9 all present and future cash at bank;

3.2.10 all the Mortgagor's right, title and interest in, to and under the Collection Account and any money now or in the future standing to the credit of the Collection Account together with the debts represented thereby and the benefit of all covenants relating thereto;

3.2.11 the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with the Mortgagor's business or the use of any Charged Assets and all rights relating thereto;

- 3.3 assigns absolutely in favour of the Bank by way of first-ranking security:-

3.3.1 (to the extent that the same may lawfully be assigned) all and any rights (whether in contract, tort or otherwise) which the Mortgagor has or may hereafter have against any third party (including without prejudice to the generality of the foregoing any professional advisers) arising from any building, construction, alteration, refurbishment or other works to the Property or any part thereof or any defect therein;

- 3.3.2 the benefit of all guarantees, sureties and other covenants and liabilities on the part of third parties in favour of the Mortgagor and the Mortgagor's predecessors in title so far as it has title to assign the same (and each of them) under any lease or tenancy of the Property and any part or parts thereof granted as well before as after the date hereof and all rights arising thereunder;
- 3.3.3 all and any rights and interests in and benefit in respect of the Insurances and all claims and returns of premiums in respect of them;
- 3.3.4 the benefit of all other contracts, agreements, rights, securities, covenants, guarantees, bonds and indemnities of any nature now and at any time enjoyed or held by the Mortgagor;
- 3.3.5 all Rent and the benefit of any guarantee or security for the performance of payment of the Rent

3.4 charges in favour of the Bank by way of first floating charge all the property assets and undertaking of the Mortgagor both present and future together with all assets of the Mortgagor not effectively charged by way of legal mortgage, fixed charge or assignment pursuant to sub-clauses 3.1 to 3.3 above;

but in each case so that the covenants implied by the Law of Property (Miscellaneous Provisions) Act 1994 (the "LP (MP) Act") in the mortgages and charges contained in or created pursuant to this Debenture are construed with the omission of:-

- (i) the words "other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about" in Section 3(1)(b) of the LP (MP) Act; and
- (ii) Section 6(2) of the LP (MP) Act.

3.5 The Bank may at any time and from time to time by notice in writing to the Mortgagor convert the floating charge created by clause 3.4 into a fixed charge as regards any property assets and/or undertaking specified in such notice.

3.6 The floating charge created by clause 3.4 shall automatically and immediately (without notice) be converted into a fixed charge over the assets subject to that floating charge if:-

- 3.6.1 the Mortgagor creates, or attempts to create, Security in favour of another person over all or any part of the Charged Assets except as expressly permitted by the terms of the Finance Documents;
- 3.6.2 the Mortgagor disposes of, or attempts to dispose of, all or any part of the Charged Assets except as expressly permitted by the terms of the Finance Documents;
- 3.6.3 any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Charged Assets; or
- 3.6.4 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Mortgagor.

3.7 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply in respect of the floating charge created by this Debenture.

4 REPRESENTATIONS AND WARRANTIES

The Mortgagor hereby represents and warrants to the Bank in the terms set out in the Schedule hereto which representations and warranties shall survive the execution of this Debenture and shall be deemed to be repeated daily with respect to the facts and circumstances existing at such time, as if made at each such time.

5 MORTGAGOR'S COVENANTS

The Mortgagor hereby covenants with the Bank as follows:

5.1 the Mortgagor will not:

- 5.1.1 create or attempt to create or permit to subsist any Security on over or affecting all or any part of the Charged Assets save as expressly permitted by the terms of the Finance Documents; or
- 5.1.2 part with sell or dispose of all or any part of the Charged Assets, save as expressly permitted by the terms of the Finance Documents.

5.2 the Mortgagor will:-

- 5.2.1 get in and realise the Charged Debts in the ordinary course of its business (which shall not include or extend to the selling or assigning or in any other way factoring or discounting the same) and hold the proceeds of such getting in and realisation of the Charged Debts upon trust for the Bank (until payment into the Collection Account as hereinafter provided);
- 5.2.2 collect the Rent promptly (and not sell, assign or in any other way, factor or discount the same) and hold the Net Rent upon trust for the Bank (until payment into the Collection Account as hereinafter provided);
- 5.2.3 if called upon so to do by the Bank at any time when an Event of Default is continuing, pay, or procure the payment of, the Net Rent and the proceeds of the getting in and realisation of the Charged Debts into the Collection Account;
- 5.2.4 not be entitled to withdraw from the Collection Account all or any monies standing to the credit thereof;
- 5.2.5 if called upon so to do by the Bank execute a legal assignment of the Charged Debts (or any part thereof) to the Bank in such terms as the Bank may require and give such notice thereof to the debtors from whom the relevant Charged Debts are due owing or incurred and take any such other steps as the Bank may require to perfect such legal assignment;
- 5.2.6 not without the prior written consent of the Bank release exchange compound set off grant time or indulgence in respect of or in any other manner deal with all or any of the Charged Debts except as expressly provided for herein;

5.3 the Mortgagor will punctually pay or cause to be paid all rents rates taxes assessments levies impositions and outgoings howsoever imposed upon or payable in respect of the Charged Assets or their use as and when the same shall become payable;

5.4 the Mortgagor will keep all buildings roads pipes wires cables drains structures plant machinery and all fixtures and fittings and all other property now or for the time being in or upon the Charged Assets or used for the benefit of the Charged Assets in good and substantial repair and proper working order and replace the same when necessary provided that the Bank may (but without being under any duty to do so) itself repair the Charged Assets and may for that purpose enter upon any land or buildings occupied or owned by the Mortgagor without being deemed to have gone into possession thereof and the Mortgagor shall be liable to the Bank for the expenses of the Bank in so doing;

5.5 the Mortgagor will:-

- 5.5.1 at the expense of the Mortgagor insure and keep insured the Charged Assets with insurers acceptable to the Bank with the Bank's interest noted on the relevant block insurance policy against such risks and in such amounts and otherwise upon such terms as the Bank may require and failing such requirement insured to the full reinstatement value thereof (including the cost of site clearance architects' surveyors' and other professional fees and value added tax) against fire and all other risks against which property of the same type would be insured by prudent persons carrying on the same class of business as the Mortgagor and so that if the Mortgagor shall fail to

insure in accordance with this covenant the Bank may (without being obliged so to do) itself insure and keep insured the Charged Assets and the Mortgagor shall be liable to the Bank for the expenses of the Bank in so doing;

- 5.5.2 punctually pay all premiums and other monies necessary for effecting and keeping on risk such insurance on the same becoming due and will immediately on renewal of such insurances produce to or deposit with the Bank all such policies and receipts for all premiums and other payments necessary for effecting and keeping up such policies;
- 5.5.3 not do or permit any act or commit any default by which the policy of insurance may become void or voidable or by which the Bank may be prevented from receiving all monies payable under the policy and will not without the previous written consent of the Bank effect any other insurance on the Charged Assets;
- 5.5.4 ensure that all sums at any time payable under any of such policies of insurance shall be paid to the Bank (and if the same be not paid directly to the Bank by the insurers but paid to the Mortgagor then the Mortgagor shall be trustee of the same for the benefit of the Bank and shall account to the Bank accordingly) and shall (subject to the rights arising before the date of this Debenture in favour of any third party) at the option of the Bank be applied in making good or recouping expenditure in respect of the loss or damage for which such monies are received or in or towards discharge or reduction of any of the Secured Amounts;

5.6 the Mortgagor will observe and perform or (as the case may be) enforce the observance and performance of all regulations covenants stipulations and provisions to which the Charged Assets or the user thereof is now or may hereafter be subjected (including without prejudice to the generality of the foregoing the obligations of the Mortgagor as tenant under any lease under which the Charged Assets are held and as landlord under any lease binding on the Bank to which the Charged Assets may from time to time be subject and also the obligations of the tenant under any such lease as last aforesaid) and (if the Bank so requires) produce to the Bank evidence sufficient to satisfy the Bank that all such regulations covenants stipulations and provisions have been observed and performed and keep the Bank indemnified against any breach non-observance or non-performance of the same or any of them and against all resulting liabilities and expenses and notify the Bank of any failure of any tenant of the Charged Assets to pay any monies due under its lease and, if required by the Bank, give notice of such failure to any former tenant or guarantor;

5.7 the Mortgagor will obtain and comply with all licences permissions and consents required or imposed by any laws which now or may hereafter affect the Charged Assets or their use;

5.8 the Mortgagor will not without the prior written consent of the Bank pull down or remove the whole or any part of any buildings forming part of the Charged Assets or sever or unfix or remove any of the fixtures thereto or (except for the purpose of effecting necessary repairs thereto or of replacing the same with new or improved models or substitutes) remove any of the plant and machinery thereon or therein belonging to or in use by the Mortgagor and will whenever any of the said plant and machinery is destroyed or damaged or deteriorates forthwith replace repair and make good the same;

5.9 the Mortgagor will within 7 days of becoming aware of any notice order direction designation resolution or proposal having specific application to the Charged Assets or to the locality in which they are situated given or made by any planning authority or other public body or authority whatsoever, give full particulars thereof to the Bank and (if the Bank so requires) forthwith and at the cost of the Mortgagor take all reasonable and necessary steps to comply with any such notice order direction designation or resolution and make or join with the Bank at the expense of the Mortgagor in making such objections or representations in respect of any such proposal as the Bank may desire;

5.10 the Mortgagor will not without the prior written consent of the Bank grant or agree to grant any licence, tenancy or other interest affecting all or any part of the Charged Assets nor exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by sections 99 or 100 of the LPA, nor without such consent grant any licences or consents under, any leases affecting all or any part of the Charged Assets;

5.11 the Mortgagor will not without the prior written consent of the Bank;

- 5.11.1 conclude any negotiations for the review of the rent, or the renewal under Part II of the Landlord and Tenant Act 1954, or the variation of the terms of or the surrender of, any lease or tenancy under which the Charged Assets are held or any lease or tenancy binding on the Bank to which the Charged Assets may from time to time be subject (such consent not to be unreasonably withheld);
- 5.11.2 demand or accept any payment of rent or other monies due under any lease or tenancy to which the Charged Assets are subject which may entitle any former tenant or guarantor to be granted an overriding lease under the Landlord and Tenant (Covenants) Act, 1995;
- 5.12 the Mortgagor will not without the prior written consent of the Bank:
 - 5.12.1 carry out or permit or suffer to be carried out on any property comprising the Charged Assets any development as defined in the Town and Country Planning Act 1990; or
 - 5.12.2 change or permit or suffer to be changed the use of any property comprising the Charged Assets which may adversely affect its value; or
 - 5.12.3 make or cause or permit to be made or caused any alteration in or addition to any property comprising the Charged Assets which may adversely affect its value; or
 - 5.12.4 make any application for the grant of planning permission in relation to any property comprising the Charged Assets;
- 5.13 the Mortgagor will procure that no person shall become entitled to assert any proprietary or other like right or interest over the Charged Assets without the prior written consent of the Bank;
- 5.14 (subject to the rights of any tenant) the Mortgagor will permit the Bank and any persons authorised by the Bank full access to any land or buildings owned or occupied by the Mortgagor at reasonable times for all purposes connected with this Debenture and for the purposes of carrying out a valuation survey and/or inspection of the Charged Assets;
- 5.15 the Mortgagor will forthwith on being required by notice in writing by the Bank so to do, deposit with the Bank during the continuance of this Debenture:-
 - 5.15.1 all deeds and documents of title relating to any freehold or leasehold property for the time being owned by the Mortgagor (including the counterpart of any lease or licence made by the Mortgagor with the prior written consent of the Bank);
 - 5.15.2 all certificates and other documents of title relating to stocks shares and/or securities and rights to any shares stocks and/or securities and to all of the intellectual property rights and assets referred to in clause 3; and
- 5.16 the Mortgagor will forthwith notify the Bank in writing of the acquisition by the Mortgagor of any freehold or leasehold property or any shares stocks or other securities or any agreement by the Mortgagor to make such acquisition;
- 5.17 the Mortgagor will at any time if so requested by the Bank:
 - 5.17.1 permit the Bank and/or its representatives and agents free access at all reasonable times to inspect and take copies and extracts from the books of account and records of the Mortgagor and to furnish all information and facilities which it may require and pay all expenses incurred by the Bank in connection therewith;
 - 5.17.2 at its own cost appoint an accountant or firm of accountants nominated by the Bank to investigate the financial affairs of the Mortgagor and/or any subsidiary of the Mortgagor and report thereupon to the Bank and the Mortgagor hereby authorises the Bank at any time to make such appointment on behalf of the Mortgagor or on its own account as it shall think fit and in every such case the fees and expenses of such accountant or firm shall be paid by the Mortgagor and

may be paid by the Bank on behalf of the Mortgagor; and

5.17.3 execute and deliver to any tenant(s) of the Property as the Bank may direct a notice of the assignment of Rent under Clause 3.3.5 and the Mortgagor shall procure that each such tenant promptly provides to the Bank an acknowledgement of the relevant notice;

5.18 the Mortgagor will immediately on the execution of this Debenture:-

5.18.1 give notice to each insurer that it has assigned its rights and interest in each of the Insurances under clause 3.3.3 and shall procure that each insurer promptly provides to the Bank an acknowledgement of the relevant notice

6 BANK'S POWER TO REMEDY

If the Mortgagor for any reason fails to observe or punctually perform any of its obligations whether under this Debenture or otherwise the Bank shall have power on behalf of the Mortgagor or otherwise to perform any such obligation(s) and to take any steps which the Bank may in its absolute discretion consider appropriate to remedy the failure but the Bank shall not be under any obligation to do so and so that the exercise of that power or the failure to exercise it shall in no circumstances prejudice any other right of the Bank under this Debenture.

7 ENFORCEMENT OF SECURITY

7.1 At any time after the Bank shall have demanded payment of the Secured Amounts the security created pursuant to this Debenture shall be immediately enforceable and the Bank may in its absolute discretion and without notice to the Mortgagor:-

7.1.1 enforce all or any part of the security created by this Debenture and take possession of or dispose of all or any of the Charged Assets, in each case at such times and upon such terms as it sees fit; and

7.1.2 whether or not it has appointed a Receiver, exercise all of the powers, authorities and discretions conferred from time to time on mortgagees by the LPA (as varied or extended by this Debenture) or by law and granted to a Receiver by this Debenture or by law.

7.2 Without prejudice to the other provisions of this Debenture, to the extent that any of the Charged Assets constitute Financial Collateral and this Debenture and the obligations of the Mortgagor hereunder constitute a Security Financial Collateral Arrangement, the Bank shall have the right, at any time after this Debenture has become enforceable, to appropriate all or any part of those Charged Assets in or towards discharge of the Secured Amounts. The parties hereto agree that the value of any Charged Assets appropriated in accordance with this clause 7.2 shall be the market price of such Charged Assets at the time the right of appropriation is exercised as determined by the Bank by reference to such method or source of valuation as the Bank may select (including independent valuation). The parties hereto agree that the methods or sources of valuation selected by the Bank in accordance with this clause 7.2 shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

7.3 Section 93 of the LPA shall not apply to this Debenture or to any sale made under it. The Bank shall have the right to consolidate all or any of the security created by or pursuant to this Debenture with any other security in existence at any time. Such power may be exercised by the Bank at any time after the security created by this Debenture has become enforceable.

7.4 Section 103 of the LPA shall not apply to this Debenture and the power of sale arising under the LPA shall arise on the date of this Debenture (and the Secured Amounts shall be deemed to have become due and payable for that purpose). The power of sale and other powers conferred by Section 101 of the LPA (as varied or extended by this Debenture) and those powers conferred on a Receiver shall be immediately exercisable by the Bank at any time after the security created by this Debenture has become enforceable.

7.5 The restrictions contained in Sections 99 and 100 of the LPA shall not apply to restrict the rights of the Bank or any Receiver under this Debenture. The statutory powers of leasing may be exercised by the Bank at any time after the security created by this Debenture has become enforceable.

7.6 The powers of the Bank set out in clauses 7.2 to 7.4 above may be exercised by the Bank without prior

notice to the Mortgagor.

- 7.7 Neither the Bank nor any Receiver or Administrator shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Charged Assets for which a mortgagee in possession might be liable.

8 ADMINISTRATORS AND RECEIVERS

8.1 At any time after the security created by this Debenture has become enforceable or if the Bank is requested to do so by the Mortgagor or its directors, the Bank may, without prior notice to the Mortgagor, appoint in writing such person or persons as it may in its absolute discretion think fit to act as:-

8.1.1 a Receiver in respect of the Charged Assets or any part thereof; or

8.1.2 an Administrator in accordance with paragraph 14 of Schedule B1 to the Insolvency Act 1986.

Nothing in this clause 8.1 shall restrict the exercise by the Bank of any one or more of the rights of the Bank under Schedule B1 to the Insolvency Act 1986 and the rules thereunder or at common law.

8.2 The Bank may remove any Administrator or Receiver appointed by it and appoint another or others in his or their place and the Bank may also appoint another Administrator or Receiver in the place of one who resigns. Where more than one person is appointed as an Administrator or Receiver, the powers of such persons may be exercised either jointly or individually by any one of such persons.

8.3 Any Administrator or Receiver shall be the agent of the Mortgagor and the Mortgagor alone shall be responsible for his acts and defaults and shall be liable on any contracts or engagements made or entered into by him and the Bank shall in no way be responsible for his misconduct negligence or default.

8.4 The remuneration of any Administrator or Receiver will be fixed by the Bank but shall be payable by the Mortgagor alone (without prejudice to Clause 8.7 hereof) and the amount of such remuneration may be debited by the Bank to any account of the Mortgagor but shall in any event form part of the Secured Amounts and accordingly shall be secured on the Charged Assets.

8.5 Any Receiver shall have and be entitled to exercise all powers conferred on receivers, mortgagors and mortgagees in possession by the LPA as if such Receiver has been duly appointed thereunder together with all powers conferred on administrators or administrative receivers under Schedule 1 to the Insolvency Act, 1986 (and whether or not such Receiver is an administrative receiver).

In addition each Receiver shall have power to:-

8.5.1 take possession of and get in all or any of the Charged Assets and for this purpose to make demands and take proceedings as he may think fit in respect thereof in such manner as he thinks fit;

8.5.2 carry on or concur in carrying on such of the business of the Mortgagor to which he is appointed (and for this purpose to borrow money on the security of any Charged Asset in priority to the security constituted by this Debenture or otherwise as he may consider expedient and carrying interest at such rate as he may consider necessary) and manage, conduct, amalgamate, develop and reconstruct the same (and concur in so doing) in such manner and to such extent as he may think fit;

8.5.3 make and effect all repairs and maintain, renew, increase or surrender insurances and do all such other acts and things which the Mortgagor might do in the ordinary course of its business for the protection and/or for the improvement of any Charged Assets;

8.5.4 sell by public auction or private contract, grant licences or options or otherwise assign any of the Charged Assets in such manner and on such terms as he shall think proper; lease and accept surrenders of leases of the Property and with respect thereto make provision for and effect

rent reviews (or concur in so doing); any such sale, lease, licence, option, surrender or assignment may be for cash, loan capital, debentures, shares, stock, securities or other consideration and be payable immediately or by instalments deferred and spread over such period as he shall think fit and may be on terms whereby the total amount of the consideration is to be ascertained by reference to the turnover or profits of the purchaser;

8.5.5 without any further consent by or notice to the Mortgagor exercise on its behalf all the powers and provisions conferred on a landlord or a tenant pursuant to any legislation from time to time in force relating to rents in respect of any part of the Mortgaged Property but without any obligation to exercise any of such powers and without any liability in respect of powers so exercised or omitted to be exercised;

8.5.6 purchase any additional land adjacent to or in the vicinity of the Mortgaged Property for the purpose of enhancing the value of such property or facilitating the disposal thereof and for such purposes borrow further monies from the Bank on such terms as the Receiver may think fit;

8.5.7 make allowances to and re-arrangements with any lessees or tenants of the Mortgaged Property or other persons from whom any rents and profits may be receivable and to negotiate and agree or refer to arbitration any revision of rent under any Leases in respect of which the rental may fall to be reviewed and to accept service of or serve any notice received or required or deemed desirable in connection with any such review or with the exercise of any options;

8.5.8 do any repairs and make any structural or other alterations, improvements or additions in or to the Mortgaged Property and purchase or otherwise acquire any materials, articles or things and do anything else in connection therewith which the Receiver may think desirable for the purpose of making productive or increasing the letting or market value thereof;

8.5.9 institute, arrange, carry on and conduct services of lighting, heating and cleansing and all other services which may be deemed proper for the efficient use or management of the Mortgaged Property;

8.5.10 reconstruct, alter, improve, decorate, furnish and maintain the whole or any part of the buildings on the Mortgaged Property;

8.5.11 sell all or any of the fixtures (other than tenants' trade fixtures) either as a part of and/or together with or separately and detached from the Mortgaged Property;

8.5.12 perform, treat as repudiated, rescind or vary any contract or agreement for, or which relates in any way to, any development, improvement, reconstruction or repair of the Mortgaged Property or any part thereof or which is in any other way connected therewith;

8.5.13 without prejudice to the generality of any of the foregoing powers, continue and perform any development of any part of the Mortgaged Property, to enter into a building contract or any other contract or agreement for or relating to any development, for any such purposes as aforesaid to purchase such materials and other articles and things as he may think fit, to discontinue such development or any part thereof and to repudiate and rescind any building contract or any such contract or agreement as aforesaid;

8.5.14 in connection with any development obtain planning permissions, bye law consents and any other permissions, enter into agreements under the Highways Act 1980 and any other agreements requisite for the development, to enter into and arrange bonds and in particular road bonds and indemnities in connection therewith and to dedicate any part of the Mortgaged Property as a public highway or grant any other rights over under or relating to the Mortgaged Property;

8.5.15 promote the formation of companies with a view to the same purchasing, leasing, licensing, managing or otherwise acquiring interests in all or any of the Mortgaged Property or otherwise, arrange for such companies to trade or cease to trade and to purchase, lease, license or otherwise acquire all or any of the Mortgaged Property on such terms and conditions whether or

not including payment by instalments secured or unsecured as he may think fit;

8.5.16 make calls conditionally or unconditionally on the members of the Mortgagor concerned in respect of uncalled capital;

8.5.17 effect any policy or policies of insurance for any purpose in connection with the receivership and without prejudice to the generality of the foregoing particularly to support and underwrite any indemnity given by the Mortgagor hereunder;

8.5.18 make any arrangement or compromise or disclaim, alter, enter into or cancel any contract or liability which he shall think expedient;

8.5.19 sign any document execute any deed and do all such other acts and things as he may in his absolute discretion consider to be incidental or conducive to any of the matters and powers aforesaid or to the realisation of the security constituted by this Debenture;

8.5.20 present or, as the case may be, defend a petition for the winding up of the Mortgagor;

8.5.21 employ or engage, upon such terms (as to remuneration or otherwise) as he may think proper, such professional advisers, managers, servants and agents as he considers necessary including without limiting the generality of the foregoing architects, estate agents, quantity surveyors, solicitors, valuers, auctioneers, surveyors and accountants;

8.5.22 bring or defend any action or legal proceedings or discontinue the same on behalf of the Mortgagor;

8.5.23 exercise any option or right of election available at law to the Mortgagor or the Bank or a Receiver that the supplies made in respect of any lease or tenancy hereby charged shall be chargeable or taxable for VAT purposes at the standard or any other applicable rate of tax;

8.5.24 obtain, renew, extend, amend or otherwise deal with such permissions, consents and/or licences for the benefit of or otherwise connected with or ancillary to all or part of the Charged Assets or its use or development of the Mortgagor's business;

8.5.25 do all such other acts and things as may be considered to be expedient for the protection of the Charged Assets or to be incidental or conducive to any of the above matters and powers or any other act or thing which he could do if he were absolutely entitled to the Charged Assets and which the Receiver may lawfully do as agent for the Mortgagor; and

8.5.26 use the name of the Mortgagor for all or any of the above purposes with full power to convey, transfer or assign the whole or any part of the Charged Assets sold in the name of the Mortgagor,

PROVIDED THAT the Receiver shall not be authorised to exercise any of the aforesaid powers insofar as and so long as the Bank shall in writing exclude the same within or at the time of his appointment or subsequently.

All or any of the powers, authorities and discretions which are conferred by this Debenture (either expressly or impliedly) upon any Administrator or Receiver may be exercised, after the security hereby created becomes enforceable, by the Bank in relation to the Charged Assets without first appointing an Administrator or Receiver thereof or notwithstanding the appointment of the same.

8.6 No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Bank or any Administrator or Receiver to exercise any of their respective powers has arisen or not or be concerned with notice to the contrary. All the protections to purchasers and persons dealing with receivers contained in Sections 104, 107 and 109 (4) of the LPA shall apply to any person purchasing from or dealing with the Bank or any Receiver.

8.7 All proceeds arising from the exercise of the powers hereby conferred shall (unless otherwise agreed between the Bank and the Receiver and subject to any claims ranking in priority to the Secured Amounts) be applied in or towards discharging in the following order of priority:-

8.7.1 the amount of all costs, charges and expenses incurred by the Bank or any Receiver or Administrator under or in connection with this Debenture and the amount of all remuneration due to any Receiver or Administrator under or in connection with this Debenture in such order as the Bank shall in its absolute discretion decide; and

8.7.2 the Secured Amounts in such order as the Bank shall in its absolute discretion decide,

and any surplus shall be paid to the Mortgagor or other person or persons entitled to receive it, PROVIDED THAT any monies received recovered or realised by the Bank or any Receiver or Administrator under this Debenture may in the discretion of the Bank be credited to any suspense or impersonal account and shall bear interest at such rate, if any, as may be agreed in writing between the Bank and the Mortgagor and may be held in such account for so long as the Bank or any Receiver or Administrator may think fit pending the application from time to time (as the Bank shall be entitled to do as it may think fit) of such monies and accrued interest thereon if any in or towards the discharge of any of the Secured Amounts.

8.8 The Bank and every Receiver, Administrator, attorney, delegate, manager, agent or other person appointed by the Bank hereunder shall be entitled to be indemnified out of the Charged Assets or any part thereof in respect of all liabilities and expenses incurred by it or him in the execution of any of the powers, authorities or discretions vested in it or him pursuant to this Debenture and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Assets or any part of them. The Bank and any Receiver or Administrator may retain and pay all sums in respect of which it is indemnified out of any monies received under the powers conferred by this Debenture.

8.9 If and to the extent that this Debenture shall rank after any prior charge:-

8.9.1 any sale or other disposition by the Bank may be made subject to or discharged from such prior charge or upon such terms as to indemnity as the Bank or any Receiver or Administrator may think fit and the Bank or such Receiver or Administrator may settle and pay accounts of any person in whom such prior charge is vested; any account so settled and passed shall be deemed to be properly settled and shall be binding on the Mortgagor;

8.9.2 if any person in whom any prior charge is vested shall call in or otherwise seek to enforce his security or if any petition for an administration order in relation to the Mortgagor shall be presented by any such person (whether alone or together with any other person) the Bank or any Receiver or Administrator may pay off such prior charge and take a transfer of it; and

8.9.3 all the powers conferred by a prior charge upon the person entitled to the benefit thereof shall be exercisable by the Bank or any Receiver or Administrator.

9 FURTHER ASSURANCE

The Mortgagor shall forthwith upon demand by the Bank and at the cost of the Mortgagor:

9.1 execute and do all such deeds assurances and things as the Bank may reasonably require for perfecting the security intended to be created by this Debenture and/or for facilitating the realisation of the Charged Assets and/or the exercise by the Bank or any Receiver or Administrator of the powers authorities and discretions conferred on them whether by or under the LPA or this Debenture and in particular shall execute all transfers conveyances assignments and assurances and shall give all notices orders and directions which the Bank may think expedient and for the purposes of this sub-clause a certificate in writing signed under the hand of any officer of the Bank to the effect that any particular assurance or thing required by it is expedient shall (in the absence of manifest error) be conclusive evidence of the fact; and/or

9.2 execute a valid legal mortgage in the Bank's standard form for the time being or in such other form as the Bank may reasonably require of any freehold or leasehold property presently belonging to the Mortgagor which is not by this Debenture effectively charged by way of legal mortgage and of any freehold or leasehold property hereafter acquired by the Mortgagor; and/or

9.3 execute a valid fixed charge in such form as the Bank may reasonably require of any of the Charged Assets subject to the floating charge created by sub-clause 3.4 hereunder.

10 POWER OF ATTORNEY

The Mortgagor, by way of security, and in order more fully to secure the performance of its obligations under this Debenture, hereby irrevocably appoints the Bank and any Receiver or Administrator and any persons nominated in writing under the hand of any officer of the Bank (a "Delegate") jointly and severally as its attorney for the purposes of:-

- 10.1 doing in its name all acts and executing, signing and (if required) registering in its name all documents which the Mortgagor itself could do, execute, sign or register in relation to the Charged Assets;
- 10.2 executing, signing, perfecting, doing and (if required) registering every such further assurance, document, act or thing as is referred to in sub-clause 10.1; and
- 10.3 executing and signing any documents and doing any acts and things which any such attorney may deem necessary in exercising any of the powers, authorities and discretions conferred by this Debenture or by law on the Bank, any Receiver or Administrator or any Delegate.

The exercise of such power of attorney by the Bank, any Receiver or Administrator or any Delegate shall be conclusive evidence of its right to exercise the same.

11 CURRENCY

For the purposes of or pending the discharge of any of the Secured Amounts the Bank may convert any monies received recovered or realised by the Bank under this Debenture (including the proceeds of any previous conversion under this Clause) from their existing currency of denomination into such other currency of denomination as the Bank may see fit and any such conversion shall be effected at the Bank's then prevailing spot selling rate of exchange for such other currency against the existing currency. Each previous reference in this Clause to a currency extends to funds of that currency and for the avoidance of doubt funds of one currency may be converted into different funds of the same currency.

12 CONTINUING AND INDEPENDENT SECURITY

12.1 This Debenture shall not be considered as satisfied or discharged by any intermediate payment of part of the Secured Amounts but shall constitute and be a continuing security to the Bank and shall be in addition to and shall not operate so as in any way to prejudice or affect and shall not be prejudiced or affected by any rights or remedies to which the Bank is by law entitled or any other security or guarantees which the Bank may at any time hold for the Secured Amounts or any right or remedy of the Bank thereunder and in particular it shall not be necessary for the Bank to resort to or to seek to enforce any security or guarantee or liability of any other person firm or company before enforcing the security constituted by this Debenture.

12.2 This Debenture shall be in addition to and shall be independent of every other security which the Bank may at any time hold for any of the Secured Amounts and it is hereby declared that no prior security held by the Bank over the whole or any part of the Charged Assets (and unless otherwise agreed in writing no such security which may hereafter be granted to the Bank) shall merge in the security created by this Debenture.

13 THE BANK'S RIGHT OF SET-OFF AND NEW ACCOUNTS

13.1 It is hereby agreed and declared that in addition to any right of set-off, combination of accounts, lien or other similar right to which the Bank may be entitled the Bank may at any time and from time to time and without notice to the Mortgagor (and whether or not the security constituted by this Debenture shall have become enforceable):

- 13.1.1 apply the whole or any part of the monies from time to time standing to the credit of the Collection Account in or towards the discharge of all or any of the Secured Amounts and the Bank may pay all or any part of such credit balance to the credit of any other nominated account (including an account opened by the Bank for this purpose);

13.1.2 combine or consolidate any of the accounts between the Mortgagor and the Bank at any office of the Bank in any country, including the Collection Account, and/or set off any monies whatsoever and whether on current account or deposit account and whether in sterling or in any other currency which the Bank may at any time hold for the account of the Mortgagor against any liabilities of the Mortgagor to the Bank whatsoever and whether in sterling or in any other currency and whether such liabilities are or may be joint or several actual or contingent and whether owed as principal or surety,

and for the purposes of this clause the Bank may effect any necessary currency conversions in accordance with clause 11 hereof.

13.2 If the Bank receives notice of any subsequent Security affecting all or any of the Charged Assets the Bank may open a new account or accounts for the Mortgagor in its books and if the Bank does not do so then unless the Bank gives express written notice to the contrary to the Mortgagor as from the time of receipt of such notice by the Bank all payments made by the Mortgagor to the Bank shall be treated as having been credited to a new account of the Mortgagor and not as having been applied in reduction of the Secured Amounts due owing or incurred from the Mortgagor to the Bank at the time when it received the notice.

14 REMEDIES, WAIVERS AND CONSENTS

14.1 No failure or delay by the Bank in exercising any right or remedy hereunder shall operate as a waiver thereof or constitute an election to affirm this Debenture nor shall any partial waiver of any such right or remedy preclude its further exercise or the exercise of any other right or remedy.

14.2 Any waiver by the Bank of any terms of this Debenture or any consent or approval given by the Bank hereunder shall only be effective if given in writing.

14.3 Rights and remedies under this Debenture are cumulative and do not exclude any rights or remedies provided by law or otherwise.

15 INDULGENCE

The Bank may in its absolute discretion grant time or other indulgence to or make any other arrangement variation or release with any person or persons not party hereto, including any party to any Finance Document or Security Document, (whether or not such person or persons are jointly liable with the Mortgagor) or where there are two or more persons comprised in the expression "the Mortgagor" to or with any of such persons, in respect of any of the Secured Amounts or of any Security created pursuant to any Security Document without prejudice either to this Debenture or to the liability of the Mortgagor for the Secured Amounts.

16 REGISTERED LAND

16.1 In the case of any part of the Charged Assets consisting of land for the time being registered at HM Land Registry the Mortgagor hereby consents to the Bank applying to the Chief Land Registrar to enter a restriction in the Proprietorship Register of the relevant title (the "Register") in the following terms:-

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the registered charge dated DD/MM/YYYY in favour of Alpha Bank London Limited referred to in the charges register."

16.2 The Bank is under an obligation to make further advances to the Mortgagor and an application is made to the Chief Land Registrar for a note to that effect to be entered in the Register.

17 COSTS AND EXPENSES

17.1 The Mortgagor hereby covenants to the Bank and any Administrator or Receiver to pay and discharge within 3 Business Days of demand all costs charges losses expenses and other sums from time to time expended paid or incurred by or on behalf of the Bank or any Administrator or Receiver in relation to this Debenture or any other Finance Document on a full and unlimited indemnity basis including, without prejudice to the generality of

the foregoing, all costs charges and expenses (including without limitation the fees of professional advisers to the Bank and any Administrator or Receiver) and Taxes thereon incurred in connection with the stamping negotiation preparation execution registration and perfecting of this Debenture or in connection with any proceedings by or against any third party relating to the Charged Assets or to the security constituted by this Debenture or any other Security Document or otherwise in the protection realisation or enforcement or attempted realisation or enforcement of the security constituted by this Debenture or any other Security Document (including without limitation the Bank's own administrative costs and expenses) or in connection with or contemplation of any proceedings hereunder or under any other Security Documents or the recovery or attempted recovery of the Secured Amounts whether or not such proceedings are withdrawn or are unsuccessful and all liabilities suffered or incurred by it or him, directly or indirectly, in the execution or purported or attempted execution of any of the powers authorities or discretions vested in it or him under or pursuant to this Debenture and for all actions claims and demands in respect of any matter or thing done or omitted to be done in any way relating to the Charged Assets.

17.2 The Bank reserves the right, at its own discretion, to instruct valuers of its choosing, to provide a fresh valuation of the Property in accordance with the terms of the Facility Letter or otherwise at any time. The cost of each such valuation will fall due to be paid by the Mortgagor. The Bank further reserves the right to request any such other report or information as it may require from time to time, the cost of which, if any, is to be paid by the Mortgagor.

17.3 All sums of whatsoever nature which are payable by the Mortgagor under this Debenture and which are now or at any time hereafter become subject to any Tax shall be deemed to be exclusive of such Tax and the Mortgagor in addition to such sums will indemnify the Bank from and against all claims and liabilities whatsoever in respect thereof.

18 AVOIDANCE OF PAYMENTS

18.1 No assurance security or payment which may be avoided or adjusted under the law, including any enactment relating to individual or corporate insolvency and no release settlement or discharge given or made by the Bank on the faith of any such assurance security or payment shall prejudice or affect the right of the Bank to recover from the Mortgagor, or any other party to any Finance Document, the Secured Amounts (including any monies which the Bank may be compelled to refund under the provisions of the Insolvency Act 1986 and any costs payable by it or otherwise incurred in connection therewith) or to enforce any Security created by or pursuant to this Debenture or any other Security Document to the full extent of the Secured Amounts.

18.2 If the Bank believes that any assurance security or payment received by it from the Mortgagor, or any other party to any Finance Document, in respect of the Secured Amounts may be avoided or adjusted under any law relating to bankruptcy, insolvency or winding-up then the Bank shall be at liberty to retain the security created by or pursuant to this Debenture or any other Security Document including the documents of title (if any) relating to the Charged Assets for the relevant period after payment and discharge in full of all Secured Amounts notwithstanding any release settlement discharge or arrangement given or made by the Bank on, or as a consequence of, such payment or termination of liability provided that, if at any time within the relevant period after such payment or discharge, a petition shall be presented to a competent court for an order for the winding-up or the making of an administration order in respect of the Mortgagor or relevant party to any Finance Document or the Mortgagor or relevant party to any Finance Document shall commence to be wound-up or to go into administration, the Bank shall be at liberty to continue to retain such security (including the documents aforesaid) for and during such further period as the Bank may determine in which event such security shall be deemed to have continued to have been held as security for the payment and discharge to the Bank of all Secured Amounts. In this clause "the relevant period" means one month plus such statutory period within which any assurance, security or payment given or made pursuant to this Debenture may be avoided or invalidated.

19 SEVERABILITY

If at any time one or more of the provisions hereof is or becomes illegal, invalid or unenforceable in any respect, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction will in any way be affected or impaired.

20 ASSIGNMENT

20.1 This Debenture shall be binding upon and shall enure to the benefit of the Bank and the Mortgagor and their respective successors and permitted transferees and assigns.

20.2 The Mortgagor may not assign or transfer all or any part of its rights and/or obligations under this Debenture.

20.3 The Bank may, without the consent of the Mortgagor, assign any of its rights or transfer by novation all or any part of its rights or obligations under this Debenture to any assignee or transferee of all or a similar proportion of its rights and/or obligations under the Finance Documents (or any of them).

20.4 This Debenture shall remain enforceable valid and binding for all purposes notwithstanding any change in the name of the Bank or its absorption of, or by, or its amalgamation or consolidation with, any other company or any change in the constitution of the Bank, and also notwithstanding any of such matters arising in respect of its successors or assigns or the company by which the business of the Bank may, from time to time, be carried on and shall be available to such successors assigns or company carrying on that business for the time being.

21 CERTIFICATES

If the Bank issues any certificate, determination or notification of a rate or any amount payable under this Debenture, it shall (in the absence of manifest error) be conclusive evidence of the matter to which it relates.

22 COUNTERPARTS

This Debenture may be executed and delivered in any number of counterparts, each of which is an original and which, together, have the same effect as if each party had signed the same document.

23 THIRD PARTY RIGHTS

A third party (being any person other than the Mortgagor, the Bank and its permitted successors and assigns, any Receiver or Administrator or any Delegate) cannot enforce or enjoy the benefit of any term of this Debenture under the Contracts (Rights of Third Parties) Act 1999.

24 PERPETUITY PERIOD

If applicable, the perpetuity period under the rule against perpetuities shall be 125 years from the date of this Debenture.

25 NOTICES

25.1 All notices, demands or other communications under or in connection with this Debenture shall be in writing and shall be delivered or sent by first class post or fax and shall be deemed to be duly given or made when delivered to the relevant address or 5 Business Days after being deposited in the post, postage prepaid in an envelope addressed to the relevant party at that address or, if sent by fax, when received in legible form.

25.2 Any notice, demand or other communication which becomes effective in accordance with this paragraph after 5 pm in the place of receipt shall be deemed only to become effective on the following Business Day.

25.3 Any notices, demands or other communications to be made or delivered to the Bank will be effective only when actually received by the Bank and then only if expressly marked for the attention of the department or officer identified with its name below (or any substitute department or officer as the Bank may notify for this purpose).

25.4 Notices shall be addressed as follows:

To the Bank:

Alpha Bank London Limited
Capital House
85 King William Street
London
EC4N 7BL

Attention: Credit Unit

To the Mortgagor:

The Directors
Nexia Properties Limited
Prospect House
2 Athenaeum Road
London
N20 9AE

or to such other address as either Party may notify the other Party from time to time by no less than 5 Business Days' notice in accordance with this paragraph.

26 RELEASE

Subject to clause 18, following the unconditional and irrevocable discharge in full of the Secured Amounts the Bank shall, at the request and cost of the Mortgagor, take whatever action is necessary to release the Charged Assets from the security constituted by this Debenture.

27 LAW AND JURISDICTION

27.1 This Debenture and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

27.2 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute relating to the existence, validity or termination of this Debenture or any non-contractual obligation arising out of or in connection with this Debenture) (a "Dispute").

The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

This paragraph is for the benefit of the Bank only. As a result, the Bank shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Bank may take concurrent proceedings in any number of jurisdictions.

IN WITNESS whereof this Debenture has been duly executed and delivered (in the case of the Mortgagor, as its deed) by the parties hereto on the date given above.

SCHEDULE

REPRESENTATIONS AND WARRANTIES

1. The Mortgagor is the sole legal and beneficial owner of the Charged Assets.
2. The Charged Assets are free from any Security save as expressly permitted by the terms of the Finance Documents.
3. The only Leases to which the Property is subject are those which have been disclosed to the Bank on or prior to the date of this Debenture.
4. There is no breach of any law or regulation which materially adversely affects or might affect the Charged Assets or the value of the Charged Assets.
5. There are no covenants, agreements, stipulations, reservations, conditions, interests, rights or other matters whatsoever which adversely affect the Charged Assets.
6. The Mortgagor has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Assets or any interest whatsoever in any Charged Assets.
7. Nothing has arisen or has been created or is subsisting which would be an overriding interest over the Property.
8. No facility necessary for the enjoyment and use of the Charged Assets is enjoyed on terms entitling any person to terminate or curtail its use.
9. All the Charged Assets of a repairable nature are in good and substantial repair.
10. The Mortgagor has at all times complied with all applicable Environmental Laws.

Mortgagor

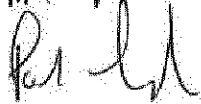
EXECUTED as a DEED
by Nexia Properties Limited
acting by:- its sole director

Xenia Panteli

XENIA PANTELI

in the presence of

Director



Paul Crumplin Solicitor

Crumplins Solicitors
77 Haverstock Hill
London NW3 4SL
Tel: 020 7 483 0282

Bank

SIGNED

by Helena Karayianis and Ashley Feerick
for and on behalf of ALPHA BANK LONDON LIMITED
in the presence of:-





JONATHAN DARVILL
85 KING WILLIAM ST.

