



Registration of a Charge

Company name: **KINGSWAY SLG LIMITED**

Company number: **10774334**



X8G9QXJL

Received for Electronic Filing: **17/10/2019**

Details of Charge

Date of creation: **11/10/2019**

Charge code: **1077 4334 0005**

Persons entitled: **LYELL TRADING LIMITED**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS KINGSWAY HOUSE, HATTON GARDEN, LIVERPOOL L3 2AJ REGISTERED WITH HM LAND REGISTRY UNDER TITLE NUMBER MS30311**

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: **S WIGGIN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10774334

Charge code: 1077 4334 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th October 2019 and created by KINGSWAY SLG LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th October 2019 .

Given at Companies House, Cardiff on 18th October 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**



BLACKFINCH

PROPERTY

DEBENTURE AND GUARANTEE

Date	11 October 2019
<u>The Parties</u>	
Chargors	The companies listed in part 1 of the schedule
Lender	Lyell Trading Limited (a company incorporated in England and Wales with company registration number 08747022)
<u>The Specific Security Assets</u>	
Insurance Policies	None
Listed Shares	None
Material Contracts	None
Property	Each property listed in part 2 of the schedule
<u>The Security Details</u>	
1. Covenant to Pay: Each Chargor, as principal obligor and not merely as surety, covenants in favour of the Lender that it will pay and discharge the Secured Obligations from time to time when they fall due. 2. Legal Mortgage: Each Chargor charges by way of first legal mortgage all of its present and future right, title and interest to any Real Property owned by it, including the Property. 3. Fixed Charge: Each Chargor charges by way of first fixed charge all of its present and future right, title and interest to: (1) the Real Property Assets, (2) the Plant, Machinery and Equipment, (3) the Shares (including the Listed Shares) and the Related Rights, (4) the Bank Accounts, (5) the Intellectual Property, (6) the Non-Assigned Assets, (7) the Licences and (8) the Goodwill. 4. Assignment: Each Chargor assigns (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to (1) the Material Contracts, (2) the Insurances (including the Insurance Policies), (3) all other Receivables and (4) all rights and remedies, proceeds and claims arising from the Material Contracts, the Insurances and the other Receivables and (5) the benefit of all other agreements, instruments and rights relating to the Security Assets. 5. Floating Charge: Each Chargor charges by way of first floating charge all of its present and future assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to paragraphs 2 (Legal Mortgage), 3 (Fixed	

Charge) or 4 (Assignment) above or any other provision of this Debenture.

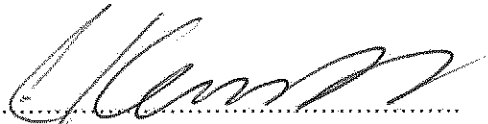
6. **Terms and Conditions:** The terms and conditions headed Blackfinch Security Conditions (July 2018) (the **Security Conditions**), a copy of which is included as the exhibit to this Debenture, are incorporated into this Debenture. Where there is any inconsistency between this Debenture and the Security Conditions, then this Debenture shall prevail.

The Guarantee

7. **Guarantee and indemnity:** Each Chargor irrevocably and unconditionally jointly and severally: (1) guarantees to each Finance Party punctual performance by each Borrower of each Borrower's obligations under the Finance Documents; (2) undertakes with each Finance Party that whenever each Borrower does not pay any amount when due under or pursuant to any Finance Document, each Chargor shall immediately on demand pay that amount as if it was the principal obligor; and (3) agrees with each Finance Party that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify that Finance Party immediately on demand against any cost, loss or liability it incurs because of each Borrower not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Finance Document on the date when it would have been due.
8. **Continuing guarantee:** This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by each Borrower under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.
9. **Reinstatement:** If any discharge, release or arrangement (whether in respect of the obligations of each Borrower or any security for those obligations or otherwise) is made by a Finance Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under this guarantee will continue or be reinstated as if the discharge, release or arrangement had not occurred.
10. **Waiver of defences:** The obligations of each Chargor under this guarantee will not be affected by an act, omission, matter or thing which, but for this guarantee, would reduce, release or prejudice any of its obligations under this guarantee (without limitation and whether or not known to it or any Finance Party) including: (1) any time, waiver or consent granted to, or composition with, each Borrower or other person; (2) the release of each Borrower or any other person under the terms of any composition or arrangement with any creditor of each Borrower; (3) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, each Borrower or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security; (4) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of each Borrower or any other person; (5) any amendment, novation, supplement, extension restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Finance

Document or other document or security; (6) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or (7) any insolvency or similar proceedings.

11. **Chargor intent:** Without prejudice to the generality of paragraph 10 (*Waiver of defences*), each Chargor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents.
12. **Immediate recourse:** Each Chargor waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from a Chargor under this guarantee. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.
13. **Appropriations:** Until all amounts which may be or become payable by each Borrower under or in connection with the Finance Documents have been irrevocably paid in full, each Finance Party (or any trustee or agent on its behalf) may: (1) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and any Chargor shall not be entitled to the benefit of the same; and (2) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of a Chargors' liability under this guarantee.
14. **Deferral of Chargors' rights (1):** Until all amounts which may be or become payable by each Borrower under or in connection with the Finance Documents have been irrevocably paid in full and unless the Lender otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this guarantee: (1) to be indemnified by each Borrower; (2) to claim any contribution from any other guarantor of each Borrower's obligations under the Finance Documents; (3) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party; (4) to bring legal or other proceedings for an order requiring each Borrower to make any payment, or perform any obligation, in respect of which any Chargor has given a guarantee, undertaking or indemnity under this guarantee; (5) to exercise any right of set-off against each Borrower; and/or (6) to claim or prove as a creditor of each Borrower in competition with any Finance Party.
15. **Deferral of Chargors' rights (2):** If any Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Finance Parties by each Borrower under or with the Finance Documents to be repaid in full on trust for the Finance Parties and shall promptly pay or transfer the same to the Lender or as the Lender may direct for application in accordance with the Loan Agreement.
16. **Additional security:** This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Finance Party.

Miscellaneous	
Finance Document	Each "Finance Document" as defined in each Loan Agreement
Finance Party	This Debenture and each "Finance Party" as defined in each Loan Agreement
Loan Agreement	The loan agreements listed in part 3 of the schedule
Notice Details	<u>The Chargors:</u> Cavern Court, 1st Floor, 8 Mathew Street, Liverpool, L2 6RE Attention: the directors Email: david.marsh@signatureliving.co.uk <u>The Lender:</u> 1350-1360 Montpellier Court, Gloucester Business Park, Gloucester, GL3 4AH Attention: The Blackfinch Property Team Email: propertyteam@blackfinch.com
Notices	(a) Any notice or other communication given under or with this Debenture shall be in writing and shall be sent to the relevant party at its address set out in the Notice Details or such other address as any party may specify in writing to the others from time to time. (b) Any notice or other communication sent by recorded next day delivery shall be deemed served on the first working day after posting. (c) Any notice or other communication sent by email shall only be effective on confirmation of actual receipt by the recipient and if received after 5pm in the place of receipt shall be deemed only to become effective on the following working day.
Special Conditions	The following amendments are made to the Security Conditions: (1) all references to "the Chargor" or "The Chargor" shall be replaced with the wording "each Chargor" and "Each Chargor" respectively; and (2) all references to the Borrower or to the Loan Agreement shall be to the applicable Borrower or Loan Agreement as applicable.
This Debenture has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it. The Chargors EXECUTED as a DEED by SIGNATURE) LIVING HOTEL LIMITED acting) by <u>Laurence Kenwright</u>) Director 	

Signed in the presence of:

Name of witness:

Louis Carter

Signature of witness:

L Carter

Address:

60 Victoria St

L165D

EXECUTED as a DEED by SIGNATURE)
SHANKLY LIMITED acting)
by Lawrence Kenwright)

Director

Signed in the presence of:

Name of witness:

Louis Carter

Signature of witness:

L Carter

Address:

60 Victoria St

L165D

EXECUTED as a DEED by PB D&B)
LIMITED acting by David Hailwood)
Director)

Director

Signed in the presence of:

Name of witness:

Louis Carter

Signature of witness:

L Carter

Address:

60 Victoria St

L165D

EXECUTED as a DEED by SIGNATURE)
LIVING PRESTON LIMITED acting)
by Katie Kenwright)

K Kenwright
Director

Signed in the presence of:

Name of witness:

L Carter

Signature of witness:

Louis Carter

Address:

60 Victoria St
L1G5D

EXECUTED as a DEED by KINGSWAY SLG)
LIMITED acting by Katie Kenwright)
)

K Kenwright
Director

Signed in the presence of:

Name of witness:

L Carter

Signature of witness:

Louis Carter

Address:

60 Victoria St
L1G5D

EXECUTED as a DEED by SIGNATURE)
LIVING BF LIMITED acting)
by Katie Kenwright)

K Kenwright
Director

Signed in the presence of:

Name of witness:

L Carter

Signature of witness:

Louis Carter

Address:

60 Victoria St
L1G5D

EXECUTED as a DEED by SIGNATURE)
EDEN LIMITED acting)
by Katie Kenwright)


Director

Signed in the presence of:

Name of witness:

Louis Carter

Signature of witness:

L Carter

Address:

60 Victoria St

L165D

EXECUTED as a DEED by BEDFORD)
HOTEL LIMITED acting)
by Katie Kenwright)


Director

Signed in the presence of:

Name of witness:

Louis Carter

Signature of witness:

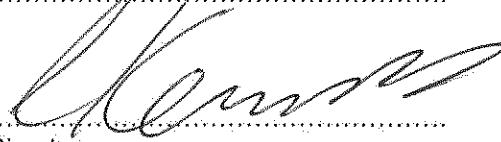
L Carter

Address:

60 Victoria St

L165D

EXECUTED as a DEED by BELFAST SLG)
TWO LIMITED acting)
by Lawrence Kenwright)


Director

Signed in the presence of:

Name of witness:

Louis Carter

Signature of witness:

L Carter

Address:

60 Victoria St

L165D

EXECUTED as a DEED by LOYOLA HALL
LIMITED acting by Katie Kenwright

)
)
)

K Kenwright
Director

Signed in the presence of:

Name of witness:

Louis Carter

Signature of witness:

L Carter

Address:

60 Victoria St

L165D

EXECUTED as a DEED by SLG)
MANCHESTER 1 LIMITED acting)
by Katie Kenwright)

)
)
)

K Kenwright
Director

Signed in the presence of:

Name of witness:

Louis Carter

Signature of witness:

L Carter

Address:

60 Victoria St

L165D

EXECUTED as a DEED by **WARING SLG**
TWO LIMITED acting
by Katie Kenwright

)
)
) Director



Signed in the presence of:

Name of witness:

Loan Carter

Signature of witness:



Address:

60 Victoria St

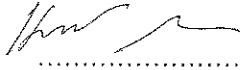
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The Lender

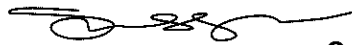
EXECUTED as a DEED by
LYELL TRADING LIMITED acting by

Hamish Masson

)
)
) Attorney



in the presence of:



Serena Wiggin

Witness signature – employee of Blackfinch Financial Limited

SCHEDULE

Part 1 – Chargors

No.	Company Name	Company Number
1.	Signature Living Hotel Limited (Hotel)	08124207
2.	Signature Shankly Limited (Shankly)	09418371
3.	PB D & B Ltd (PBD&B)	11045994
4.	Signature Living Preston Limited (Preston)	10599088
5.	Kingsway SLG Limited (Kingsway)	10774334
6.	Signature Living BF Limited (BF)	09914268
7.	Signature Eden Limited (Eden)	09971999
8.	Bedford Hotel Limited (Bedford)	NI616670
9.	Belfast SLG Two Limited (Belfast)	10652489
10.	Loyola Hall Limited (Loyola)	10723786
11.	SLG Manchester 1 Limited (Manchester)	10183880
12.	Waring SLG Two Limited (Waring)	11231661

Part 2 – The Properties

No.	Property	Chargor
1.	The freehold land known as Millennium House, 60 Victoria Street, Liverpool and registered with HM Land Registry under title number MS303172	Hotel
2.	The leasehold land known as the basement, ground, first, second, third and fourth floors, Millennium House, 60 Victoria Street, Liverpool and registered with HM Land Registry under title numbers MS619875, MS644279 and MS644592	Shankly
3.	The leasehold land at 41-43 Market Place, Preston PR1 1AH registered with HM Land Registry under title number LAN193752	Preston
4.	The freehold property known as Kingsway House, Hatton Garden, Liverpool L3 2AJ registered with HM Land Registry under title number MS30311	Kingsway

5.	Bankfield - Land and buildings at Bankfield Road, Liverpool, L13 0BQ registered with HM Land Registry under title number MS399417	BF
6.	The leasehold land known as 57-71 (odd) Victoria Street, Liverpool L1 6DG and registered with HM Land Registry under title number MS648853 The leasehold land known as 61-65 (odd) Victoria Street, Liverpool L1 6DG and registered with HM Land Registry under title number MS152141 The leasehold land known as 67-71 (odd) Victoria Street, Liverpool L1 6DG and registered with HM Land Registry under title number MS146710	Eden
7.	The freehold land known as The Scottish Mutual Building situate at 15-16 Donegall Square South, Belfast, BT1 6JH, being all the lands and premises comprised in and registered at the Land Registry of Northern Ireland under Folios AN 159470 and AN 159401 both County Antrim	Bedford
8.	The freehold land known as Loyola Hall, Warrington Road, Rainhill, Prescot, L35 6NZ, Land on the North West side of Chapel Lane, Rain hill and Land on the North side of Chapel Lane, Rain hill and registered with HM Land Registry under title numbers MS602437, MS75986 and MS75985	Loyola
9.	Freehold land known as 121 and 123 Liverpool Road and the Commercial Hotel, 125 Liverpool Road, Manchester, M3 4JN and registered with HM Land Registry title numbers GM687272 and GM681841	Manchester
10.	The freehold and leasehold property known as The War Memorial Building, 9-13 Waring Street, Belfast BT1 2DX registered with folio numbers AN 164715 (County Antrim) and AN164716L (County Antrim)	Waring

Part 3 – The Loan Agreements

No.	Loan Agreement	Borrower
1.	The loan agreement originally dated 14 July 2017 between (1) Lyell Trading Limited as the lender, (2) Signature Living Preston Limited as the borrower, (3) Signature Living Hotel Limited as the facility guarantor, cost overrun guarantor and lease obligor and (4) Lawrence Kenwright and Katie Kenwright as the overage guarantors, as amended and amended and restated from time to time, including, but not limited to, 13 November 2017 and 11 April 2019	Preston
2.	The loan agreement dated 23 May 2018 between amongst others Lyell Trading Limited and Kingsway, as amended and amended and restated from time to time	Kingsway
3.	The loan agreement dated 14 November 2017 and entered into between, among others Lyell Trading Limited and BF as amended and amended and restated from time to time	BF
4.	The loan agreement dated 19 October 2019 entered into between, amongst others, (1) Eden , (2) Lawrence and Katie Kenwright and	Eden

	Signature Living Hotel Limited as the guarantors, (3) Signature Living Hotel Limited as the shareholder, (4) Origin Investments Ltd as the arranger and (5) Lyell Trading Limited as the lender as amended and amended and restated from time to time	
5.	The loan agreement dated 26 October 2018 entered into between, amongst others, (1) Bedford, (2) Lawrence Kenwright and Katie Kenwright as the guarantors, (3) Belfast SLG Two Limited (a company incorporated in England and Wales with company registration number 10652489) as the shareholder, (4) Origin Investments Ltd as the arranger and (5) Lyell Trading Limited as the lender as amended and amended and restated from time to time	Bedford
6.	The loan agreement dated 21 February 2019 entered into between, amongst others,(1) Loyola,(2) Lawrence Kenwright, Katie Kenwright and Signature Living Hotel Limited as the guarantors, (3) Lawrence Kenwright and David Marsh as the shareholders,(4) Origin Investments Ltd as the arranger and (5) Lyell Trading Limited as the lender as amended and amended and restated from time to time	Loyola
7.	The loan agreement dated 21 February 2019 entered into between, amongst others,(1) Manchester ,(2) Lawrence Kenwright, Katie Kenwright and Signature Living Hotel Limited as the guarantors, (3) Lawrence Kenwright and David Marsh as the shareholders,(4) Origin Investments Ltd as the arranger and (5) Lyell Trading Limited as the lender as amended and amended and restated from time to time	Manchester
8.	The loan agreement dated 23 March 2018 entered into between, among others, (1) Waring and (2) Lyell Trading Limited as amended and amended and restated from time to time	Waring

EXHIBIT

Blackfinch Security Conditions (July 2018)



BLACKFINCH

PROPERTY

1350 – 1360 Montpellier Court

Gloucester Business Park

Gloucester GL3 4AH

propertyteam@blackfinch.com

www.blackfinch.com/property

BLACKFINCH SECURITY CONDITIONS (JULY 2018)

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1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Conditions:

- (a) capitalised terms (including, but not limited to, **Insurance Policies**, **Listed Shares**, **Loan Agreement**, **Material Contracts** and **Property**) shall have the meaning given to them in the Debenture;
- (b) terms defined in the Loan Agreement (including, but not limited to, **Event of Default**, **Finance Document**, **Finance Party** and **Permitted Security**) shall have the same meaning unless the same are otherwise defined in the Debenture; and
- (c) the following terms shall have the following meanings:

Act	means the Law of Property Act 1925
Assigned Assets	the Security Assets expressed to be assigned pursuant to paragraph 4 (Assignment) of "The Security Details" section of the Debenture
Bank Accounts	all accounts of the Chargor with any bank, financial institution or other person at any time and all monies at any time standing to the credit of such accounts, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing
Business Day	a day (other than a Saturday or Sunday) on which banks are open for general business in London
Debenture Security	the Security created or evidenced by or pursuant to the Debenture
Default Rate	the rates of interest determined in accordance with clause 4.3 (<i>Default Interest</i>) of the Loan Agreement
Delegate	any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Lender or by a Receiver
Debenture	the debenture into which these Conditions have been incorporated
Enforcement Event	the Lender exercising its right to demand for the payment or repayment of any amounts outstanding under the Loan Agreement
Goodwill	all of the goodwill and uncalled capital of the Chargor
Insurances	all policies of insurance (and all cover notes) which are at any time held by or written in favour of the Chargor, or in which the Chargor from time to time has an interest excluding, in each case, contracts and policies of insurance or assurance which relate to liabilities to third parties
Intellectual Property	all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Chargor in, or relating to: (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered and (b) the

	benefit of all applications and rights to use such assets of the Chargor (which may now or in the future subsist)
Licences	(a) the benefit of all licences, consents, agreements and Necessary Consents held or used in connection with the business of the Chargor or the use of any of its assets and (b) any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it
Listed Security Assets	the assets listed in "The Specific Security Assets" section of the Debenture
Non-Assigned Assets	any Assigned Asset not effectively assigned under paragraph 4 (Assignment) of "The Security Details" section of the Debenture
Party	a party to the Debenture
Planning Acts	(a) the Town and Country Planning Act 1990; (b) the Planning (Listed Buildings and Conservation Areas) Act 1990; (c) the Planning (Hazardous Substances) Act 1990; (d) the Planning (Consequential Provisions) Act 1990; (e) the Planning and Compensation Act 1991; (f) any regulations made pursuant to any of the foregoing and (g) any other legislation of a similar nature
Plant, Machinery and Equipment	all plant and machinery, vehicles, office equipment and other equipment (not included in the Real Property and Real Property Assets) and the benefit of all contracts, licences and warranties relating to the same
Real Property	all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to the Chargor, or in which the Chargor has an interest at any time (including the Property), together with: (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon; (b) all easements, rights and agreements in respect thereof and (c) the benefit of all covenants given in respect thereof
Real Property Assets	(a) all other Real Property and all interests in Real Property (not charged by paragraph 2 (Legal Mortgage) of "The Security Details" section of the Debenture; (b) all licences to enter upon or use land and the benefit of all other agreements relating to land; and (c) the proceeds of sale of all Real Property
Receivables	all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with: (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights) and (b) all proceeds of any of the foregoing
Receiver	a receiver, receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Lender under the Debenture

Related Rights	in relation to any Shares: (a) all dividends, distributions and other income paid or payable on the relevant Shares or on any asset referred to in paragraph (b) of this definition and (b) all rights, monies or property accruing or offered at any time in relation to such Shares whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise
Secured Obligations	all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Chargor to the Lender and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under the Debenture)
Secured Parties	the Lender, any Receiver and any Delegate
Security	any mortgage, charge, assignment by way of security, hypothecation, pledge, lien, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security
Security Assets	all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture
Security Period	the period beginning on the date of the Debenture and ending on the date on which: (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Document
Shares	all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) now or in future owned (legally or beneficially) by the Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Chargor has an interest at any time

1.2 Interpretation

- (a) Any reference to a statute or a provision of a statute shall be construed as a reference to that statute or provisions as amended, re-enacted or extended at the relevant time.
- (b) Any reference to the singular shall include the plural and vice versa.
- (c) The headings are inserted for ease of reference only and shall not affect the construction of the Debenture.
- (d) The Debenture includes these Conditions, if there is any inconsistency between the Debenture and these Conditions then the Debenture shall prevail.
- (e) The Chargor, the Lender or any other Secured Party or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees.
- (f) The Debenture, the Loan Agreement, any other Finance Document or Material Contract is a reference to the Debenture, the Loan Agreement, that other Finance Document or Material Contract as amended, supplemented, extended, restated, novated and/or

replaced in any manner from time to time (however fundamentally).

- (g) Secured Obligations includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting the Chargor.
- (h) Each undertaking of the Chargor (other than a payment obligation) contained in the Debenture: (i) must be complied with at all times during the Security Period and (ii) is given by the Chargor for the benefit of the Lender and each other Secured Party.
- (i) The terms of the other Finance Documents, and of any side letters between any of the parties to them in relation to any Finance Document, are incorporated in the Debenture to the extent required to ensure that any disposition of the Real Property contained in the Debenture is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (j) If the Lender reasonably considers that an amount paid by the Chargor to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor, then that amount shall not be considered to have been irrevocably paid for the purposes of the Debenture.
- (k) The Parties intend that the Debenture shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

1.3 Trust

All Security and dispositions made or created, and all obligations and undertakings contained, in the Debenture to, in favour of or for the benefit of the Lender are made, created and entered into in favour of the Lender as trustee for the Secured Parties from time to time. The perpetuity period for any trusts in the Debenture is 125 years.

2. COVENANT TO PAY

2.1 Covenant to pay

Every payment by the Chargor of a Secured Obligation which is made to or for the benefit of a Secured Party to which that Secured Obligation is due and payable in accordance with the Finance Document under which such sum is payable to that Secured Party, shall operate in satisfaction to the same extent of the covenant contained in paragraph 1 (Covenant to Pay) of "The Security Details" section of the Share Charge.

2.2 Default interest

Any amount which is not paid under the Debenture when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the Default Rate and in the manner determined under the Loan Agreement from time to time.

3. GRANT OF SECURITY

3.1 Nature of security

All Security and dispositions created or made by or pursuant to the Debenture are created or made: (a) in favour of the Lender; (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and (c) as continuing security for payment of the Secured Obligations.

3.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Debenture (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

3.3 Security assignments

To the extent that any Assigned Asset is not assignable, the assignment which that clause purports to effect shall operate instead as an assignment of all present and future rights and claims of such Chargor to any proceeds of such Insurances, Receivables or Material Contracts.

4. CONVERSION OF FLOATING CHARGE

4.1 Conversion by notice

The Lender may, by written notice to the Chargor, convert the floating charge created under the Debenture into a fixed charge as regards all or any of the assets of the Chargor specified in the notice if:

- (a) an Event of Default has occurred and is continuing; or
- (b) the Lender (acting reasonably) considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

4.2 Small companies

The floating charge created under the Debenture by the Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of such Chargor.

4.3 Automatic conversion

The floating charge created under the Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:

- (a) in relation to any Security Asset which is subject to a floating charge if:
 - (i) the Chargor creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Lender; or
 - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and
- (b) over all Security Assets of the Chargor which are subject to a floating charge if an administrator is appointed in respect of the Chargor or the Lender receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).

4.4 Scottish property

Clause 4.3 (*Automatic conversion*) will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion.

4.5 Partial conversion

The giving of a notice by the Lender pursuant to clause 4.1 (*Conversion by notice*) in relation to any class of assets of the Chargor shall not be construed as a waiver or abandonment of the rights of the Lender to serve similar notices in respect of any other class of assets or of any other right of the Lender and/or the other Secured Parties.

5. CONTINUING SECURITY

5.1 Continuing security

The Security constituted by the Debenture is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Debenture shall remain in full force and effect as a continuing security for the duration of the Security Period.

5.2 Additional and separate security

The Debenture is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Lender and/or any other Secured Party may at any time hold for any Secured Obligation.

5.3 Right to enforce

The Debenture may be enforced against the Chargor without the Lender and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

6. LIABILITY OF CHARGOR RELATING TO SECURITY ASSETS

Notwithstanding anything contained in the Debenture or implied to the contrary, the Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Lender is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

7. REPRESENTATIONS

7.1 Time when representations made

The Chargor makes the representations and warranties set out in this clause 7 to the Lender and to each other Secured Party on the date of the Debenture and on the last Business Day of each month, by reference to the facts and circumstances existing on each such date.

7.2 Ownership of Security Assets

The Chargor is the sole legal and beneficial owner of all the Listed Security Assets.

7.3 Listed Shares

The Listed Shares are fully paid and constitute the entire share capital owned by the Chargor in the relevant company and constitute the entire share capital of each such company.

7.4 Real Property

The Property is all the freehold and leasehold Real Property beneficially owned by the Chargor at the date of the Debenture.

8. UNDERTAKINGS BY THE CHARGOR

8.1 Negative pledge and Disposals

The Chargor shall not do or agree to do any of the following without the prior written consent of the Lender:

- (a) create or permit to subsist any Security on any Security Asset other than as created by the Debenture or a Permitted Security as permitted by the Loan Agreement; or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset except as permitted by the Loan Agreement.

8.2 Security Assets generally

The Chargor shall:

- (a) pay all rates, rents and other outgoings owed by it in respect of the Security Assets;
- (b) comply with:
 - (i) all obligations in relation to the Security Assets under any present or future regulation or requirement of any competent authority or any Necessary Consents; and
 - (ii) all covenants and obligations affecting any Security Asset (or its manner of use),
- (c) not, except with the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any material part of any of the Security Assets taken as a whole (except as expressly permitted under the Loan Agreement;
- (d) provide the Lender with all information which it may reasonably request in relation to the Security Assets; and
- (e) not do, cause or permit to be done anything which would or would be reasonably likely to depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect).

8.3 Notice of assignment and/or charge - immediate notice

The Chargor shall:

- (a) in respect of each of its Insurances, deliver a duly completed notice of assignment to each other party to that Insurance upon executing the Debenture and as soon as reasonably practicable upon obtaining any Insurance, and shall use its reasonable endeavours to procure that each such party executes and delivers to the Lender an acknowledgement, in each case in the Lender's standard form of notice to and acknowledgement by insurers;
- (b) in respect of each Material Contract, deliver a duly completed notice of assignment to each other party to that document, and use its reasonable endeavours to procure that each such party executes and delivers to the Lender an acknowledgement, in each case in the Lender's standard form of notice to and acknowledgement by party to Material Contract,

or, in each case, in such other form as the Lender shall agree.

8.4 Assigned Assets

The Lender is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Material Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Debenture.

8.5 Deposit of documents and notices

The Chargor shall:

- (a) unless the Lender otherwise confirms in writing, deposit with the Lender:
 - (i) all deeds and documents of title or evidence of ownership relating to the Security Assets;
 - (ii) instruments of transfer in respect of the Shares (executed in blank and left undated); and
 - (iii) all local land charges, land charges and HM Land Registry search certificates and similar documents received by or on behalf of the Chargor,(each of which the Lender may hold throughout the Security Period); and
- (b) immediately on request by the Lender if an Event of Default is continuing, affix to any plant, machinery, fixtures, fittings, computers, vehicles, office equipment, other equipment and other asset for the time being owned by it (in a prominent position) a durable notice of the Debenture (in any form required by the Lender.

8.6 Real Property undertakings - acquisitions and notices to HM Land Registry

- (a) The Chargor shall notify the Lender as soon as reasonably practicable after the acquisition of any estate or interest in any freehold or leasehold property.
- (b) The Chargor shall, in respect of any freehold or leasehold Real Property which is acquired by it after the date of the Debenture, the title which is registered at HM Land Registry or the title to which is required to be so registered:
 - (i) give HM Land Registry written notice of the Debenture; and
 - (ii) procure that notice of the Debenture is clearly noted in the register to each such title.

8.7 Leasehold interests containing prohibition on charging

- (a) Until the relevant consent shall have been obtained, there shall be excluded from the charges created by paragraph 3 (Fixed Charge) of "The Security Details" section of the Debenture (and the further assurance provisions set out in clause 17 (*Further Assurances*)) any leasehold property held by the Chargor under a lease and any other property where the freehold is not owned where the terms of such lease or other arrangement either preclude absolutely the Chargor from creating any charge over its leasehold or other interest in such property, or require the consent of any third party prior to the creation of such charge and such consent shall not have been previously obtained (each an **Excluded Property**).
- (b) With regard to each Excluded Property in respect of which the Chargor's title is or would be required to be registered at HM Land Registry, the Chargor hereby undertakes within 14 days of receipt of a written request from the Lender to make application for the

consent of the third party from whom consent is required and, in respect of each lease which provides that the relevant third party will not unreasonably withhold its consent to use all reasonable endeavours to obtain such consent as soon as possible and to keep the Lender informed of the progress of its negotiations with such third parties.

- (c) Forthwith upon receipt of any such third party consent, the relevant Excluded Property shall thereupon be charged to the Lender pursuant to the terms of paragraph 3 (Fixed Charge) of "The Security Details" section of the Debenture (or, as the case may be, paragraph 5 (Floating Charge) of "The Security Details" section of the Debenture). If required by the Lender in respect of any Excluded Property, at any time following receipt of such consent the Chargor will execute a fixed charge in favour of, and in such form as is required by, the Lender, subject only to the same containing terms and conditions which are no more onerous than those contained herein.

8.8 Insurance

- (a) The Chargor shall at all times comply with its obligations as to insurance contained in the Loan Agreement.
- (b) If at any time the Chargor defaults in:
 - (i) effecting or keeping up the insurances required under the Loan Agreement; or
 - (ii) producing any insurance policy or receipt to the Lender on demand, the Lender may (without prejudice to its rights under clause 9 (*Power to Remedy*)) take out or renew such policies of insurance in any sum which the Lender may reasonably think expedient. All monies which are expended by the Lender in doing so shall be deemed to be properly paid by the Lender and shall be reimbursed by the Chargor on demand.
- (c) The Chargor shall notify the Lender if any claim arises or may be made under the Insurances.
- (d) The Chargor shall, subject to the rights of the Lender under clause 8.8(a), diligently pursue its rights under the Insurances.
- (e) In relation to the proceeds of Insurances:
 - (i) while an Event of Default is continuing, the Lender shall have the sole right to settle or sue for any such claim and to give any discharge for insurance monies; and
 - (ii) at any time, all claims and monies received or receivable under any Insurances shall (subject to the rights or claims of any lessor or landlord of any part of the Security Assets) be applied in relation to Insurances in accordance with the Loan Agreement or (if no requirement as to application is so imposed) in repairing, replacing, restoring or rebuilding the property damaged or destroyed or, in each case after the occurrence of an Event of Default, in permanent reduction of the Secured Obligations in accordance with the Loan Agreement.

8.9 Rights in respect of the Shares

- (a) Until an Event of Default occurs, the Chargor shall be entitled to:
 - (i) receive and retain all dividends, distributions and other monies paid on or derived from its Shares; and
 - (ii) exercise all voting and other rights and powers attaching to its Shares, provided that it must not do so in a manner which:

- (A) has the effect of changing the terms of such Shares (or any class of them) or of any Related Rights unless permitted by the Finance Documents; or
 - (B) is prejudicial to the interests of the Lender and/or the other Secured Parties.
- (b) At any time following the occurrence of an Event of Default, the Lender may complete the instrument(s) of transfer for all or any Shares on behalf of the Chargor in favour of itself or such other person as it may select.
- (c) At any time when any Shares are registered in the name of the Lender or its nominee, the Lender shall be under no duty to:
 - (i) ensure that any dividends, distributions or other monies payable in respect of such Shares are duly and promptly paid or received by it or its nominee;
 - (ii) verify that the correct amounts are paid or received; or
 - (iii) take any action in connection with the taking up of any (or any offer of any) Related Rights in respect of or in substitution for, any such Shares.

9. POWER TO REMEDY

9.1 Power to remedy

If at any time the Chargor does not comply with any of its obligations under the Debenture, the Lender (without prejudice to any other rights arising as a consequence of such noncompliance) shall be entitled (but not bound) to rectify that default. The Chargor irrevocably authorises the Lender and its employees and agents by way of security to do all such things (including entering the property of the Chargor) which are necessary or desirable to rectify that default.

9.2 Mortgagee in possession

The exercise of the powers of the Lender under this clause 9 shall not render it, or any other Secured Party, liable as a mortgagee in possession.

9.3 Monies expended

The Chargor shall pay to the Lender on demand any monies which are expended by the Lender in exercising its powers under this clause 9, together with interest at the Default Rate from the date on which those monies were expended by the Lender (both before and after judgment) and otherwise in accordance with clause 2.2 (*Default interest*).

10. WHEN SECURITY BECOMES ENFORCEABLE

10.1 When enforceable

This Debenture Security shall become immediately enforceable upon the occurrence of an Enforcement Event.

10.2 Statutory powers

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by the Debenture) shall be immediately exercisable upon and at any time after the occurrence of any Enforcement Event.

10.3 Enforcement

After this Debenture Security has become enforceable, the Lender may in its absolute discretion enforce all or any part of the Debenture Security in such manner as it sees fit.

11. ENFORCEMENT OF SECURITY

11.1 General

For the purposes of all rights and powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of the Debenture. Sections 93 and 103 of the Act shall not apply to the Debenture Security.

11.2 Powers of leasing

The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender to lease, make agreements for leases, accept surrenders of leases and grant options as the Lender may think fit and without the need to comply with section 99 or 100 of the Act.

11.3 Powers of Lender

- (a) At any time after the Debenture Security becomes enforceable (or if so requested by the Chargor by written notice at any time), the Lender may without further notice (unless required by law):
 - (i) appoint any person (or persons) to be a receiver, receiver and manager or administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets; and/or
 - (ii) appoint or apply for the appointment of any person who is appropriately qualified as administrator of the Chargor; and/or
 - (iii) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by the Debenture) and/or all or any of the powers which are conferred by the Debenture on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver; and/or
 - (iv) exercise (in the name of the Chargor and without any further consent or authority of the Chargor) any voting rights and any powers or rights which may be exercised by any person(s) in whose name any Charged Investment is registered or who is the holder of any of them.
- (b) The Lender is not entitled to appoint a Receiver in respect of any Security Assets of the Chargor which are subject to a charge which (as created) was a floating charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Chargor.

11.4 Redemption of prior mortgages

- (a) At any time after the Debenture Security has become enforceable, the Lender may:
 - (i) redeem any prior Security against any Security Asset; and/or
 - (ii) procure the transfer of that Security to itself; and/or
 - (iii) settle and pass the accounts of the holder of any prior Security and any accounts so settled and passed shall be conclusive and binding on the Chargor.

- (b) All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the Chargor to the Lender on demand.

11.5 Privileges

- (a) Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply.
- (b) To the extent that the Security Assets constitute financial collateral and the Debenture and the obligations of the Chargor under the Debenture constitute a security financial collateral arrangement (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)) each Receiver and the Lender shall have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.
- (c) For the purpose of clause 11.5(b) above, the value of the financial collateral appropriated shall be such amount as the Receiver or Lender reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

11.6 No liability

- (a) Neither the Lender, any other Secured Party nor any Receiver shall be liable (A) in respect of all or any part of the Security Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct).
- (b) Without prejudice to the generality of clause 11.6(a), neither the Lender, any other Secured Party nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

11.7 Protection of third parties

No person (including a purchaser) dealing with the Lender or any Receiver or Delegate will be concerned to enquire:

- (a) whether the Secured Obligations have become payable;
- (b) whether any power which the Lender or the Receiver is purporting to exercise has become exercisable;
- (c) whether any money remains due under any Finance Document; or
- (d) how any money paid to the Lender or to the Receiver is to be applied.

12. RECEIVER

12.1 Removal and replacement

The Lender may from time to time remove any Receiver appointed by it (subject, in the case of an administrative receivership, to section 45 of the Insolvency Act 1986) and, whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated.

12.2 Multiple Receivers

If at any time there is more than one Receiver of all or any part of the Security Assets and/or the income of the Security Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document).

12.3 Remuneration

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Lender (or, failing such agreement, to be fixed by the Lender).

12.4 Payment by Receiver

Only monies actually paid by a Receiver to the Lender in relation to the Secured Obligations shall be capable of being applied by the Lender in discharge of the Secured Obligations.

12.5 Agent of Chargor

Any Receiver shall be the agent of the Chargor in respect of which it is appointed. The Chargor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. No Secured Party shall incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

13. POWERS OF RECEIVER

13.1 General powers

Any Receiver shall have:

- (a) all the powers which are conferred on the Lender by clause 11.3 (*Powers of Lender*);
- (b) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act;
- (c) (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986; and
- (d) all powers which are conferred by any other law conferring power on receivers.

13.2 Additional powers

In addition to the powers referred to in clause 13.1 (*General powers*), a Receiver shall have the following powers:

- (a) to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed;
- (b) to manage the Security Assets and the business of the Chargor as he thinks fit;
- (c) to redeem any Security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- (d) to sell or concur in selling, leasing or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act, and, without limitation;
 - (i) fixtures may be severed and sold separately from the Real Property containing

them, without the consent of the Chargor;

- (ii) the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party); and
 - (iii) any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit;
- (e) to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which the Chargor was concerned or interested before his appointment (being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land);
- (f) to carry out any sale, lease or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the name of the Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, the Chargor;
- (g) to take any such proceedings (in the name of any of the Chargor or otherwise) as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment);
- (h) to enter into or make any such agreement, arrangement or compromise as he shall think fit;
- (i) to insure, and to renew any insurances in respect of, the Security Assets as he shall think fit (or as the Lender shall direct);
- (j) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm);
- (k) to form one or more Affiliates of the Chargor and to transfer to any such Affiliate all or any part of the Security Assets;
- (l) to operate any rent review clause in respect of any Real Property in respect of which he was appointed (or any part thereof) and to apply for any new or extended lease; and
- (m) to:
 - (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Security Asset;
 - (ii) exercise in relation to each Security Asset all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets; and
 - (iii) use the name of the Chargor for any of the above purposes.

14. APPLICATION OF PROCEEDS

14.1 Application

All monies received by the Lender or any Receiver after the Debenture Security has become

enforceable shall (subject to the rights and claims of any person having a security ranking in priority to the Debenture Security) be applied in the following order:

- (a) first, in satisfaction of, or provision for, all costs, charges and expenses incurred, and payments made, by the Lender, any other Secured Party or any Receiver or Delegate and of all remuneration due to the Receiver in connection with the Debenture or the Security Assets;
- (b) secondly, in or towards satisfaction of the remaining Secured Obligations; and
- (c) thirdly, in payment of any surplus to the Chargor or other person entitled to it.

14.2 Contingencies

If the Debenture Security is enforced at a time when no amounts are due under the Finance Documents (but at a time when amounts may become so due), the Lender or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account (bearing interest at such rate (if any) as the Lender (acting reasonably) may determine.

14.3 Appropriation and suspense account

- (a) Subject to clause 14.1 (*Application*), the Lender shall apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations in any order or manner which it may determine.
- (b) Any such appropriation shall override any appropriation by the Chargor.
- (c) All monies received, recovered or realised by the Lender under or in connection with the Debenture may at the discretion of the Lender be credited to a separate interest-bearing suspense account for so long as the Lender determines (with interest accruing thereon at such rate (if any) as the Lender may determine without the Lender having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Secured Obligations.

15. SET-OFF

15.1 Set-off rights

- (a) The Lender and each other Secured Party may (but shall not be obliged to) set off any matured obligation due from the Chargor under the Finance Documents (to the extent beneficially owned by the Lender or that Secured Party) against any matured obligation owed by the Lender or that Secured Party to that Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- (b) At any time after the Debenture Security has become enforceable (and in addition to its rights under clause 15.1(a)), the Lender and each other Secured Party may (but shall not be obliged to) set-off any contingent liability owed by the Chargor under any Finance Document against any obligation (whether or not matured) owed by the Lender or such other Secured Party to such Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- (c) If the obligations are in different currencies, the Lender or such other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

15.2 Time deposits

Without prejudice to clause 15.1 (*Set-off rights*), if any time deposit matures on any account which the Chargor has with the Lender or any other Secured Party at a time within the Security

Period when:

- (a) this Debenture Security has become enforceable; and
- (b) no Secured Obligation is due and payable, such time deposit shall automatically be renewed for such further maturity as the Lender or such other Secured Party in its absolute discretion considers appropriate unless the Lender or such other Secured Party otherwise agrees in writing.

16. DELEGATION

Each of the Lender and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by them under the Debenture upon any terms (including power to sub-delegate) which it may think fit. Neither the Lender nor any Receiver shall be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

17. FURTHER ASSURANCES

17.1 Further action

The Chargor shall at its own expense, promptly do all acts and execute all documents as the Lender or a Receiver may reasonably specify (and in such form as the Lender or a Receiver may reasonably require) for:

- (a) creating, perfecting or protecting the Security intended to be created by the Debenture or any other Security Document;
- (b) facilitating the realisation of any Security Asset;
- (c) facilitating the exercise of any rights, powers and remedies exercisable by the Lender, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law; or
- (d) creating and perfecting Security in favour of the Lender or the Secured Parties over any property and assets of such Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Debenture or any other Security Document.

This includes:

- (a) the re-execution of the Debenture or such Security Document;
- (b) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Lender or to its nominee; and
- (c) the giving of any notice, order or direction and the making of any filing or registration, which, in any such case, the Lender may think expedient.

17.2 Finance Documents

The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Lender or the Secured Parties by or pursuant to the Finance Documents.

17.3 Specific security

Without prejudice to the generality of clause 17.1 (*Further action*), the Chargor will immediately

upon request by the Lender execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Debenture (including any fixed security arising or intended to arise pursuant to clause 4 (Conversion of Floating Charge)).

18. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any Delegate to be its attorney to take any action which such Chargor is obliged to take under the Debenture, including under clause 17.1 (*Further action*). The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

19. CURRENCY CONVERSION

All monies received or held by the Lender or any Receiver under the Debenture may be converted from their existing currency into such other currency as the Lender or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at such exchange rate as the Lender may determine from time to time. The Chargor shall indemnify the Lender against all costs, charges and expenses incurred in relation to such conversion. Neither the Lender nor any Receiver shall have any liability to the Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

20. CHANGES TO THE PARTIES

20.1 Chargor

The Chargor may not assign any of its rights or obligations under the Debenture.

20.2 Lender

The Lender may assign or transfer all or any part of its rights under the Debenture. The Chargor shall, upon being requested to do so by the Lender, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

21. MISCELLANEOUS

21.1 New accounts

- (a) If the Lender or any other Secured Party receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security (other than a Permitted Security) affecting any Security Asset and/or the proceeds of sale of any Security Asset or any guarantee under the Finance Documents ceases to continue in force, it may open a new account or accounts for the Chargor. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice.
- (b) As from that time all payments made to the Lender or such other Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations.

21.2 Tacking

- (a) Each Finance Party shall perform its obligations under the Loan Agreement (including any obligation to make available further advances).
- (b) The Debenture secures advances already made and further advances to be made.

21.3 Land Registry

- (a) The Chargor consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to each Real Property:

"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 charge dated [DATE] 2018 in favour of [THE LENDER] referred to in the charges register [or their conveyancer]."

- (b) The Chargor:
- (i) authorises the Lender to make any application which the Lender deems appropriate for the designation of the Debenture, the Loan Agreement or any other Finance Document as an exempt information document under rule 136 of the Land Registration Rules 2003;
 - (ii) shall use its best endeavours to assist with any such application made by or on behalf of the Lender; and
 - (iii) shall notify the Lender in writing as soon as it receives notice of any person's application under rule 137 of the Land Registration Rules 2003 for the disclosure of the Debenture, the Loan Agreement or any other Finance Document following its designation as an exempt information document.
- (c) The Chargor shall not make any application under rule 138 of the Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document.
- (d) The Chargor shall promptly make all applications to and filings with the Land Registry which are necessary or desirable under the Land Registration Rules 2003 to protect the Debenture Security.

21.4 Protective clauses

The Chargor is deemed to be a principal debtor in relation to the Debenture. The obligations of the Chargor under, and the security intended to be created by, the Debenture shall not be impaired by any forbearance, neglect, indulgence, extension or time, release, surrender or loss of securities, dealing, amendment or arrangement by any Secured Party which would otherwise have reduced, released or prejudiced this Debenture Security or any surety liability of the Chargor (whether or not known to it or to any Secured Party).

21.5 Third Party Rights

No third party has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of the Debenture.

22. PARTIAL INVALIDITY

All the provisions of the Debenture are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

23. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Lender (or any other Secured Party), any right or remedy under the Debenture shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

24. AMENDMENTS AND WAIVERS

Any provision of the Debenture may be amended only if the Lender and the Chargor on their behalf so agree in writing and any breach of the Debenture may be waived before or after it occurs only if the Lender so agrees in writing. A waiver given or consent granted by the Lender under the Debenture will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

25. COUNTERPARTS

The Debenture may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of the Debenture.

26. RELEASE

26.1 Release

Upon the expiry of the Security Period (but not otherwise) the Lender shall, at the request and cost of the Chargor, take whatever action is necessary to release or reassign (without recourse or warranty) the Security Assets from the Security.

26.2 Reinstatement

Where any discharge (whether in respect of the obligations of the Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Chargor under the Debenture shall continue as if the discharge or arrangement had not occurred. The Lender may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

27. GOVERNING LAW

The Debenture and any non-contractual obligations arising out of or in connection with it shall be governed by English law and the parties hereto submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute with the Debenture but without prejudice to the right of the Lender to pursue its remedies in any other jurisdiction it thinks fit.