



Registration of a Charge

Company Name: **A FLORA BESPOKE BUILDS LIMITED**

Company Number: **11173278**



XCIVAI35

Received for filing in Electronic Format on the: **21/12/2023**

Details of Charge

Date of creation: **20/12/2023**

Charge code: **1117 3278 0009**

Persons entitled: **ALDERMORE BANK PLC**

Brief description: **40 RIVERSIDE EYNSFORD DARTFORD DA4 0AE 42 RIVERSIDE
EYNSFORD DARTFORD DA4 0AE**

Contains fixed charge(s).

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

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: **RUSSELL & RUSSELL**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11173278

Charge code: 1117 3278 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th December 2023 and created by A FLORA BESPOKE BUILDS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st December 2023 .

Given at Companies House, Cardiff on 27th December 2023

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**

DEBENTURE

THIS DEBENTURE is made the 20th day of December 2023

BETWEEN:

- (1) A FLORA BESPOKE BUILDS LIMITED (registered number: 1173278) whose registered office is at Wild Thyme, Calfstock Lane, Farningham, Dartford, DA4 9JH (the "**Chargor**"); and
- (2) **ALDERMORE BANK PLC** (the "**Bank**").

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"**Book Debts**" means all book and other debts, revenues and monetary claims of or owing to, or other amounts recoverable or receivable by, the Chargor and any rights or claims of the Chargor in respect of such debts, revenues and monetary claims.

"**Charged Property**" means the assets of the Chargor which from time to time are, or are expressed to be, the subject of any security created by this Deed.

"**Event of Default**" means any event or circumstance listed in clause 22 (*Events of Default*) of the Mortgage Conditions.

"**Insurances**" means all contracts or policies of insurance of whatever nature.

"**LPA**" means the Law of Property Act 1925.

"**Mortgage Conditions**" means the Aldermore Bank PLC Commercial Mortgage Conditions 2020.

"**Mortgage Offer**" means any mortgage offer between the Chargor and the Bank, incorporating the Mortgage Conditions.

"**Real Property**" means:

- (a) all estates or interests in any freehold or leasehold property;
- (b) any buildings, fixtures, fittings, fixed plant or machinery at any time situated on or forming part of that property;
- (c) all easements, rights, agreements and other benefits in respect of that property; and
- (d) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property.

"**Receiver**" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

"**Secured Amounts**" means all monies which are now or at any time hereafter may be or become due or owing by the Chargor to the Bank on any account whatsoever and all other liabilities, whether actual or contingent, present or future incurred by the Chargor to the Bank (whether in either case due, owing or incurred by the Chargor alone or jointly with any other person and in whatever name, firm or style and whether as principal or as surety), together with interest, fees, costs, expenses and other charges.

1.2 Construction

1.2.1 Unless a contrary indication appears, a reference in this Deed to:

1.2.1.1 the "**Bank**", the "**Chargor**", any "**Party**" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

1.2.1.2 the "**Mortgage Offer**", the "**Mortgage Conditions**" or any other agreement or instrument is a reference to that Mortgage Offer, the Mortgage Conditions, agreement or instrument as amended, novated, supplemented, extended, restated or replaced from time to time;

1.2.1.3 a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);

- 1.2.1.4 a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- 1.2.1.5 a provision of law is a reference to that provision as amended or re-enacted;
- 1.2.1.6 a time of day is a reference to London time; and
- 1.2.1.7 the singular includes the plural and vice versa.
- 1.2.2 Section, Clause and Schedule headings are for ease of reference only.
- 1.3 **Third party rights**
A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.
- 2. **COVENANT TO PAY**
- 2.1 The Chargor hereby covenants with the Bank to pay or discharge on demand the Secured Amounts.
- 2.2 In the event of the Bank making such demand the Chargor shall pay interest accruing from the date of the demand on the monies so demanded or on the amount of other liabilities at the rate agreed between the Chargor and the Bank or, in the event of no such rate having been agreed, at a rate determined in accordance with the Bank's usual practice (the rate so agreed or determined to apply after as well as before any judgment), such interest to be paid upon interest payment dates determined by the Bank in accordance with its then usual practice and to be compounded on such payment dates in the event of it not being duly and punctually paid.
- 3. **CHARGE**
- 3.1 The Chargor with full title guarantee and as a continuing security for the Secured Amounts hereby:
 - 3.1.1 charges by way of first legal mortgage:
 - 3.1.1.1 all its Real Property described in the Schedule (if any);
 - 3.1.1.2 all its other Real Property owned by it at the date of this Deed;
 - 3.1.2 charges by way of first fixed charge:
 - 3.1.2.1 to the extent not effectively mortgaged under clause 3.1.1, all its Real Property as at the date of this Deed;
 - 3.1.2.2 all its Real Property acquired after the date of this Deed;
 - 3.1.2.3 all its shares, stocks, bonds, securities or investments;
 - 3.1.2.4 all its bank accounts maintained with the Bank or any other lender or financial institution and all monies (including interest) at any time standing to the credit of any such accounts;
 - 3.1.2.5 all its plant and machinery, vehicles, computers and other equipment, excluding stock in trade, to the extent not otherwise effectively mortgaged or charged under this Deed;
 - 3.1.2.6 all its Book Debts;
 - 3.1.2.7 all its intellectual property;
 - 3.1.2.8 all its goodwill and uncalled capital; and
 - 3.1.2.9 all rights, benefits and interests under each agreement to which it is party;
 - 3.1.3 assigns by way of security:
 - 3.1.3.1 all its accounts; and
 - 3.1.3.2 all its Insurances.
 - 3.1.4 charges by way of floating charge, all its property, assets and undertaking not at any time effectively mortgaged or charged under this Deed.
- 3.2 Paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies to any security created by this Deed.

- 3.3 The security from time to time constituted by or pursuant to this Deed shall be in addition to, is not in any way prejudiced by, and shall be independent of every bill, note, guarantee, mortgage or 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 shall merge in the security created hereby or pursuant hereto.
- 3.4 The security created by this Deed is continuing security for the payment and discharge of the Secured Amounts. The provisions of this Deed will apply at all times:
- 3.4.1 regardless of the date on which any of the Secured Amounts were incurred;
 - 3.4.2 notwithstanding any intermediate payment or discharge; and
 - 3.4.3 in respect of the full amount of the Secured Amounts at the relevant time even if the amount of the Secured Amounts had previously been less than that amount or had been nil at any time.

4. RESTRICTIONS ON SECURITIES AND DISPOSALS

The Chargor shall not without the prior written consent of the Bank:

- 4.1 create, extend or permit to subsist any mortgage or other fixed security, floating charge, pledge or lien (other than the lien arising by operation of law) or other security interest of any kind, whether in any such case ranking in priority to or *pari passu* with or after the fixed and floating charges created by the Chargor under clause 3.1 above or any other security of the Bank created pursuant to this Deed; or
- 4.2 sell, transfer, lease, lend or otherwise dispose of, whether by means of one or a series of transactions related or not and whether at one time or over a period of time, the whole or any part of the Chargor's undertaking or (save in the normal course of trading) of its assets, or enter into any agreement for any such sale, transfer, lease, loan or other disposal.

5. PERFECTION OF THE BANK'S SECURITY

- 5.1 The Chargor shall from time to time, whensoever requested by the Bank and at the Chargor's cost, execute in favour of the Bank or as it may direct, such further or other legal assignments, transfers, mortgages, legal or other charges or securities as in such case the Bank shall stipulate over the Chargor's property or assets or effectively providing security to the Bank for the payment or discharge of the monies and liabilities hereby secured.
- 5.2 Unless the same shall be held by, or be required or be delivered to, any holder of the security ranking in priority to that of the Bank, the Chargor shall upon the execution of this Deed (or upon becoming possessed thereof at any time thereafter) deposit with the Bank all deeds, certificates and other documents constituting or evidencing title to the Charged Property.

6. ACTION BY THE BANK TO PROTECT ITS SECURITY

- 6.1 The Bank shall be entitled at any time by notice in writing to the Chargor to convert the floating charge created by clause 3.1.3 above into a fixed charge as affecting all the property and assets which for the time being are subject to such floating charge or, as the case may be, such of the said property and assets as are specified by such notice.
- 6.2 If at any time it shall appear to the Bank that any part of the Charged Property shall be in danger of seizure, distress or other legal process, or that the Bank's security thereover shall for any reason be in jeopardy, the Bank shall be entitled without notice to the Chargor to take possession of and hold the same or to appoint a receiver thereof. The provisions of clause 10 below shall govern the appointment, removal and powers of a receiver appointed under this clause as if he were a receiver appointed under that clause.

7. INSURANCE

- 7.1 The Chargor shall at its own expense insure and keep insured the Charged Property with insurers previously approved by the Bank in writing against such risks and contingencies and for such amounts as the Bank shall from time to time request with the interest of the Bank noted on the policy and with the policy containing such provisions for the protection of the Bank as the Bank may reasonably require to avoid the interest of the Bank being prejudiced by any act of the Chargor or of any occupier and maintain such other insurance policies (with the interest of the Bank noted thereon) containing like provisions for the protection of the Bank as are normally maintained by prudent companies carrying on similar businesses and duly pay all premiums and other monies necessary for effecting and keeping up such insurances.
- 7.2 The Chargor shall produce to the Bank the policies of such insurance and proof of such payments failing which the Bank may take out or renew such insurances in any sum which the Bank may think expedient and all monies expended by the Bank under this provision shall be reimbursed by the Chargor on demand and bear interest as provided in clause 2.2 above.

- 7.3 All policies of insurance and all monies payable thereunder (whether or not in pursuance of the obligations hereunder) are hereby charged by way of fixed charge to and shall be paid to the Bank (or if not paid by the insurers directly to the Bank held on trust for the Bank) and shall at the option of the Bank be applied in replacing restoring or reinstating the property or assets destroyed damaged or lost (any deficiency being made good by the Chargor) or in reduction of the monies obligations and liabilities hereby secured.

8. UNDERTAKINGS BY THE CHARGOR

- 8.1 The Chargor hereby undertakes with the Bank that the Chargor will at all times while there shall subsist any security constituted by or pursuant to this Deed:

- 8.1.1 provide the Bank, its employees, professional advisers and agents with all such information respecting the Chargor's business and affairs as the Bank may from time to time require;
- 8.1.2 punctually pay or cause to be paid all rents, rates, taxes, duties, assessments and other outgoings payable in respect of the Charged Property or any part thereof;
- 8.1.3 keep all buildings, trade and other fixtures, fixed and other plant and machinery forming part of the Charged Property in good and substantial repair and permit the Bank, its officers, employees and agents free access at all reasonable times to view the state and condition of the forgoing without becoming liable to account as mortgagee in possession;
- 8.1.4 observe and perform the covenants reserved by or contained in any lease, agreement for lease or tenancy agreement under which any part of the Charged Property may be held and neither take any step nor omit to take any step whatsoever if in consequence of the taking or omission to take such step such lease, agreement for lease or tenancy agreement may be surrendered or forfeited or the rent thereunder may be increased;
- 8.1.5 observe and perform all restrictive and other covenants and stipulations for the time being affecting any part of the Charged Property or the use or the enjoyment of the same or any part thereof;
- 8.1.6 not without the prior written consent of the Bank confer on any other person any right or licence to occupy any land or buildings forming part of the Charged Property or any licence to assign or sub-let any part of the Charged Property;
- 8.1.7 indemnify the Bank (and as a separate covenant any Receiver or Receivers appointed by it) against all existing and future rents, taxes, duties, fees, renewal fees, charges, assessments, impositions and outgoings whatsoever (whether imposed by deed or statute or otherwise and whether in the nature of capital or revenue and even though of a wholly novel character) which now or at any time during the continuance of the security constituted by or pursuant to this Deed are payable in respect of the Charged Property or any part thereof or by the owner or occupier thereof.

- 8.2 If any such sums as are referred to in clause 8.1.7 above shall be paid by the Bank (or any such Receiver or Receivers) the same shall be repaid by the Chargor on demand with interest as provided in clause 2.2 above from the time or respective times of the same having been paid.

9. RIGHTS OF ENFORCEMENT

9.1 Secured Amounts deemed payable

For the purposes of all rights and powers implied by statute, the Secured Amounts are due and payable on the date of this Deed.

9.2 When security enforceable

The security created by this Deed is enforceable at any time while an Event of Default is continuing.

9.3 Enforcement powers

At any time (a) when the security created by this Deed is enforceable or (b) following a request by the Chargor, the Bank may, without further notice:

- 9.3.1 sell, appropriate, realise or transfer, including to itself or to any person, all or any part of the Charged Property;
- 9.3.2 appoint one or more persons to be a Receiver of all or any part of the Charged Property;
- 9.3.3 appoint an administrator of the Chargor;
- 9.3.4 exercise any of the powers, authorities and discretions conferred on mortgagees, administrators or receivers, under the LPA, the Insolvency Act 1986, any other legislation or regulation or under this Deed; and

- 9.3.5 take such further action as it sees fit to enforce all or any part of the security created by this Deed.

9.4 Rights in relation to a Receiver

The Bank may remove any Receiver appointed under this Deed, appoint another person as Receiver or appoint additional Receivers. Each Receiver will be deemed to be the agent of the Chargor who alone will be responsible for the acts and defaults of the Receiver and for any liabilities incurred by the Receiver. The Bank may fix the remuneration of a Receiver which will be payable by the Chargor and form part of the Secured Amounts.

9.5 Redemption of prior security

Where there is any security created over any of the Charged Property which ranks in priority to the security created by this Deed and:

- 9.5.1 the security created by this Deed becomes enforceable; and

- 9.5.2 the holder of such other security takes any steps to enforce that security,

the Bank or any Receiver may, at its sole discretion and at the cost and expense of the Chargor, redeem, take a transfer of and repay the indebtedness secured by such other security. All amounts paid by the Bank or a Receiver under this Clause will form part of the Secured Amounts.

9.6 Financial collateral

- 9.6.1 To the extent that any of the assets mortgaged, charged or assigned under this Deed constitute "financial collateral" and this Deed constitutes a "financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003) (the "**FC Regulations**") the Bank will have the right at any time when such security is enforceable to appropriate all or any part of that financial collateral in such manner as it sees fit in or towards the satisfaction of the Secured Amounts.

- 9.6.2 Where any financial collateral is appropriated, its value shall be:

- 9.6.2.1 in the case of cash, its face value at the time of the appropriation;

- 9.6.2.2 if the financial collateral is listed or traded on a recognised exchange, the value at which it could have been sold on that exchange at the time of appropriation; and

- 9.6.2.3 in any other case, the amount reasonably determined by the Bank by such process as it may select, including independent valuation,

and the Chargor agrees that the method of valuation provided for in this Clause 9.6.2 is commercially reasonable for the purposes of the FC Regulations.

10. POWERS OF A RECEIVER

General powers

- 10.1 Any Receiver will have:

- 10.1.1 the rights, powers, privileges and immunities conferred on receivers, receivers and managers and mortgagees in possession under the LPA;

- 10.1.2 the rights, powers, privileges and immunities conferred on administrative receivers (whether or not that Receiver is an administrative receiver) under Schedule 1 of the Insolvency Act 1986; and

- 10.1.3 all other rights, powers, privileges and immunities conferred by law or regulation on receivers, receivers and managers, mortgagees in possession and administrative receivers.

Specific powers

- 10.2 The rights, powers and remedies provided in this Deed are in addition to any rights powers and remedies under law or regulation. Any Receiver will have the following additional powers:

- 10.2.1 the power to do or omit to do anything which the Chargor could do or omit to do in relation to the Charged Property which is the subject of the appointment;

- 10.2.2 the power to do all other acts and things which the Receiver may consider desirable or necessary for realising any of the Charged Property or incidental or conducive to any of the rights, powers and discretions conferred on a Receiver under this Deed or by law or regulation; and

- 10.2.3 the power to use the Chargor's name for all the above purposes.

Variation of statutory powers

- 10.3 The following statutory provisions do not apply to this Deed or any security created by this Deed:
- 10.3.1 the restriction on the consolidation of mortgages in section 93 of the LPA;
 - 10.3.2 the restrictions on the power to grant or accept the surrender of leases in sections 99 and 100 of the LPA;
 - 10.3.3 the conditions to the exercise of a power of sale in section 103 of the LPA;
 - 10.3.4 the restrictions on the application of proceeds by a mortgagee or receiver in sections 105, 107(2) and 109(8) of the LPA; and
 - 10.3.5 the restrictions on the appointment of a receiver in section 109(1) of the LPA and the provisions regarding a receiver's remuneration in section 109(6) of the LPA.

11. POWER OF ATTORNEY

The Chargor by way of security hereby irrevocably appoints the Bank and the persons deriving title under it and separately any Receiver appointed hereunder severally to be its attorney in its name and on its behalf and as its act and deed or otherwise to execute and complete any documents which the Bank may require for perfecting its title to or for vesting the Charged Property both present and future in the Bank or its nominees or in any purchaser and otherwise generally to sign seal deliver and otherwise perfect any such legal assignment, transfer, mortgage, legal or other charge or security referred to in clause 5.1 and all such deeds and documents and to do all such acts and things as may be required for the full exercise of the powers hereby conferred including any sale lease disposition realisation or getting in of the Charged Property.

12. PROTECTION OF PURCHASERS

No purchaser or other person dealing with the Bank or its delegate or any Receiver appointed hereunder shall be bound to see or inquire whether the right of the Bank or such Receiver to exercise any of its or his powers has arisen or become exercisable or be concerned with notice to the contrary, or be concerned to see whether any such delegation by the Bank shall have lapsed for any reason or been revoked.

13. SUBSEQUENT CHARGES

If the Bank shall at any time receive notice of any subsequent mortgage, charge, assignment, hypothecation, pledge, lien or other like interest, matter, event or transaction affecting the Charged Property or any part of it, the Bank may open a new account or accounts for the Chargor in its books. If the Bank does not in fact open any such new account then, unless it gives express written notice to the Chargor to the contrary, the Bank shall be treated as if it had in fact opened such account or accounts at the time when it received such notice. As from that time and unless such express written notice shall be given to the Chargor, all payments by or on behalf of the Chargor to the Bank shall (in the absence of any express contrary appropriation by the Chargor) be credited, or treated as having been credited, to a new account of the Chargor and not as having been applied in reduction of the Chargor's indebtedness and other liabilities to the Bank at the time when the Bank received such notice.

14. CONSOLIDATION OF ACCOUNTS AND SET-OFF

In addition to any general lien or similar right to which it may be entitled by operation of law, the Bank shall have the right at any time and without notice to the Chargor (as well before as after making any demand hereunder) to combine or consolidate all or any of the Chargor's then existing accounts with and liabilities to the Bank and to set-off or transfer any sum or sums standing to the credit of any one or more of such accounts in towards satisfaction of any of the liabilities of the Chargor to the Bank on any other account in any other aspect.

15. SUSPENSE ACCOUNT

All monies received, recovered or realised by the Bank under this Deed (including the proceeds of any conversion of currency) may in the discretion of the Bank be credited to any suspense or impersonal account and may be held in such account for so long as the Bank may think fit (with interest accruing thereon at such rate, if any, as the Bank may deem fit) pending their application from time to time (as the Bank shall be entitled to do in its discretion) in or towards the discharge of any of the monies and liabilities hereby secured.

16. THE BANK'S REMEDIES

- 16.1 The Bank may at any time or times without discharging or in any way affecting the security created by or pursuant to this Deed or any remedy of the Bank in respect of such security grant to the Chargor time or

indulgence or abstain from asserting, calling, exercising or enforcing any remedies, securities, guarantees or other rights which it may now or hereafter have from or against the Chargor.

- 16.2 Any receipt release or discharge of the security provided by, or of any liability arising under, this Deed shall not release or discharge the Chargor from any liability to the Bank for the same or any other monies which may exist independently of this Deed.
- 16.3 The Bank may in its discretion grant time or other indulgence, or make any other arrangement variation or release with, any person or persons not party hereto (whether or not such person or persons are jointly liable with the Chargor) in respect of any of the monies and liabilities hereby secured or of any other security therefor or guarantee in respect thereof without prejudice either to the security constituted by or pursuant to this Deed or to the liability of the Chargor for the monies and liabilities hereby secured or the exercise by the Bank of any rights, remedies and privileges conferred upon it by this Deed.
- 16.4 No failure on the part of the Bank to exercise, or delay on its part in exercising, any of the rights, powers and remedies provided by this Deed or by law (collectively "**the Bank's Rights**") shall operate as a waiver thereof, nor shall any single or partial waiver of any of the Bank's Rights preclude any further or other exercise of that one of the Bank's Rights concerned or the exercise of any other of the Bank's Rights.
- 16.5 All the costs charges and expenses of the Bank incurred by the Bank in relation to this Deed or the monies and liabilities hereby secured (including, without limitation, the costs, charges and expenses incurred in the bringing of this Deed into effect or in the exercise of any of the rights, remedies and powers conferred on the Bank hereby or in the perfection or enforcement or attempted enforcement of the security constituted hereby or pursuant hereto or in the perfection or enforcement of any other security for or guarantee in respect of the monies and liabilities hereby secured) shall be reimbursed by the Chargor to the Bank on demand on a full indemnity basis. Until so reimbursed the same shall carry interest as mentioned in clause 2.2 above accruing from the date of the same being incurred by the Bank.

17. NO LIABILITY AS MORTGAGEE IN POSSESSION

Neither the Bank nor any Receiver will be liable to account to the Chargor as mortgagee in possession by reason of entering into possession of any Charged Property, nor for any cost, loss or liability on realisation, nor for any default or omission for which a mortgagee in possession might be liable.

18. PROVISIONS SEVERABLE

Every provision contained in this Deed shall be severable and distinct from every other provision and if at any time any one or more provision is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected.

19. NOTICES

19.1 Communications

Any communication to be made under or in connection with this Deed shall be made in English, in writing and, unless otherwise stated, may be made by letter.

19.2 Addresses

The address (and the department or officer, if any, for whose attention the communication is to be made) of each party to this Deed for any communication or document to be made or delivered under or in connection with this Deed is that identified with its name below or any substitute address or department or officer as the party to this Deed may notify to the Bank (or the Bank may notify to the other parties to this Deed, if a change is made by the Bank) by not less than five business days' notice.

19.3 Delivery

19.3.1 Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:

19.3.1.1 When it has been left at the relevant address or five business days after being deposited in the post postage prepaid in an envelope addressed to it at that address;

and, if a particular department or officer is specified as part of its address details provided under Clause 19.2 (*Addresses*), if addressed to that department or officer.

19.3.2 Any communication or document to be made or delivered to the Bank will be effective only when actually received by the Bank and then only if it is expressly marked for the attention of the department or officer identified with the Bank's signature below (or any substitute department or officer as the Bank shall specify for this purpose).

19.3.3 Any communication or document which becomes effective, in accordance with Clauses 19.3.1 and 19.3.2, after 5:00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

20. CHANGES TO THE PARTIES

20.1 No assignment by Chargor

The Chargor may not assign any of its rights or transfer any of its rights or obligations under this Deed.

20.2 Assignment by Bank

The Bank may assign any of its rights or transfer any of its rights or obligations under this Deed.

21. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

22. ENFORCEMENT

22.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) and any non-contractual obligations arising out of or in connection with it (a "Dispute").

22.2 The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Deed will argue to the contrary.

22.3 This Clause 22 is for the benefit of the Bank only. As a result, the Bank will not be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, the Bank may take concurrent proceedings in any number of jurisdictions.

THIS DOCUMENT is executed as a deed and delivered on the date stated at the beginning of this Deed.

SCHEDULE

Real Property

Address/description of the Real Property	Title Number
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40 Riverside, Eynston, Dorset, DA4 0AE	TT138975
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42 Riverside, Eynston, Dorset, DA4 0AE	TT138976
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EITHER

EXECUTED as a deed by

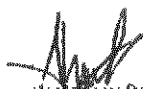

A FLORA BESPOKE BUILDS LIMITED

acting by:-

[~~Amend~~ Flora]

and

[~~Seamster~~ Anne Seabrook]


..... Director

..... Director/Secretary