

MR01

Particulars of a charge

021956113

Laserform

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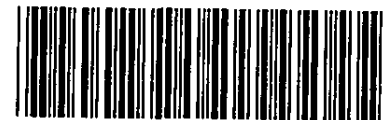
☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form **must be delivered to the Registrar for registration within  
21 days** beginning with the day after the date of creation of the charge.  
If delivered outside of the 21 days it will be rejected unless it is accompanied by a  
court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. The  
certified copy must be scanned and placed on the public record. **Do not send the original**



\*L4ART8BU\*

LD4

02/07/2015

#14

COMPANIES HOUSE

THURSDAY

**1 Company details**

Company number 0 5 0 1 8 4 4 1

Company name in full Leon Restaurants Limited

15 For official use

→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date 03 00 06 20 15

**3 Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name Bluemoon Investments Limited

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

MR01

Particulars of a charge

4

**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

The leasehold properties with title numbers NGL841084, NGL719506, EGL556933, NGL799059, EGL568203, NGL866184, NGL802279, TGL305195, AGL224558, TGL381307, NGL938724, NGL940322, NGL940359, AGL321648, NGL949171, AGL147768 and other registered and unregistered properties For more details refer to the instrument

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

**Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

**Trustee statement ①**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X

Clyde & Co LLP

on behalf of Blumoon Investments Limited

X

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

**MR01****Particulars of a charge****Presenter information**

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

Contact name **Ashleigh Miles**

Company name **Clyde & Co LLP**

Address **The St Botolph Building**

**138 Houndsditch**

Post town **London**

County/Region

Postcode 

E	C	3	A		7	A	R
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Country **United Kingdom**

DX **160030 LIME STREET 5**

Telephone **+44 (0) 20 7876 5000**

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following**

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included a certified copy of the instrument with this form
- ☒ [x] You have entered the date on which the charge was created
- ☒ [x] You have shown the names of persons entitled to the charge
- ☒ [x] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ [x] You have given a description in Section 4, if appropriate
- ☒ [x] You have signed the form
- ☒ [x] You have enclosed the correct fee
- ☒ [x] Please do not send the original instrument, it must be a certified copy

**Important information**

**Please note that all information on this form will appear on the public record.**

**How to pay**

**A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.**

Make cheques or postal orders payable to 'Companies House'

**Where to send**

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below**

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**



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## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 5018441

Charge code: 0501 8441 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th June 2015 and created by LEON RESTAURANTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd July 2015.

Given at Companies House, Cardiff on 9th July 2015



**Companies House**



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

We hereby certify that this is the true copy of the original

Clyde & Co LLP 01.07.2015  
Clyde and Co LLP

CLYDE & CO

**Leon Restaurants Limited**  
Chargor

and

**Bluemoon Investments Limited**  
Lender

**Debenture**

This Debenture is entered into subject to the terms of an Intercreditor Agreement dated on or about the date hereof

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This Debenture is made on: 30th June 2015

**Between**

- (1) **Leon Restaurants Limited** incorporated and registered in England and Wales with company number 05018441 whose registered office is at 4<sup>th</sup> Floor St Margarets House, Southwark Street, London SE1 1TJ (the **Chargor**), and
- (2) **Bluemoon Investments Limited** incorporated and registered in England and Wales with company number 08086825 whose registered office is at Leconfield House, Curzon Street, London W1J 5JA (the **Lender**)

**Background**

- (A) The Lender has entered into the Loan Agreement (as defined below) and has provided the Chargor with loan facilities on a secured basis
- (B) Under this Debenture, the Chargor provides security to the Lender for the loan facilities made available under the Loan Agreement

**It is agreed** as follows

**1 Definitions and Interpretation**

**1.1 Definitions**

The definitions and rules of interpretation in this clause apply in this Debenture

**Account** means any account opened or maintained by the Chargor with the Lender (and any renewal, redesignation, replacement, subdivision or subaccount of that account), the debts or debts represented thereby and all Related Rights,

**Administrator** means an administrator appointed to manage the affairs, business and property of the Chargor pursuant to Clause 21.3 (*Appointment of an Administrator*),

**Authorisation** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,

**Barclays Debenture** means a debenture dated 24 September 2013 granted by the Borrower in favour of Barclays Bank plc,

**Book Debts** means all book and other debts and monetary claims due or owing to the Chargor and any proceeds of such debts and claims and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Chargor in relation to any of them,

**Charged Assets** means all the assets, property and undertaking of the Chargor which from time to time are subject to any Security created or expressed to be created by this Debenture (and references to the Charged Assets shall include references to any part of it),

**Costs** means all costs, charges, expenses and liabilities of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax charged on Costs,

**Equipment** means all present and future equipment, plant, machinery, office equipment, computers, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Chargor, including any part of it and all spare parts, replacements, modifications and additions, together with all Related Rights,

**Event of Default** has the meaning given to such term in the Loan Agreement,

**Financial Collateral** shall have the meaning given to that expression in the Financial Collateral Regulations,

**Financial Collateral Regulations** means the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226),

**Insurance Policy** means any policy of insurance (including without limitation, any insurances relating to the Properties or the Equipment and any life insurance or assurance) in which the Chargor may from time to time have an interest (as amended and supplemented) and all Related Rights,

**Intellectual Property** means any present and future patents, trade marks, service marks, trade names, business names, design rights, copyrights, moral rights, inventions, topographical or similar rights, confidential information, know-how and other intellectual property rights and interests, and any interest in any of these rights, whether or not registered, the benefit of all applications and rights to rights to use such assets in which the Chargor may from time to time have an interest and all Related Rights,

**Intercreditor Agreement** means the intercreditor agreement entered into on or around the date of this Debenture between, among others, Bluemoon Investments Limited and Barclays Bank plc,

**Investments** means

- (a) any stocks, shares, debentures, securities and certificates of deposit and other instruments creating or acknowledging indebtedness, including alternative financial bonds,
- (b) all interests in collective investment schemes, in whatever form or jurisdiction any such scheme is established, including partnership interests,
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in paragraphs (a) or (b) above,
- (d) certificates and other instruments conferring contractual or property rights (other than options) in respect of the investments in paragraphs (a), (b) or (c) above, and
- (e) options to acquire any investments described in paragraphs (a), (b), (c) or (d) above,

in each case whether held directly by or to the order of the Chargor or by any trustee, nominee, custodian, fiduciary or clearance system on its behalf (including all rights against any such trustee, nominee, fiduciary or clearance system) and all Related Rights,



**Loan Agreement** means the £1,500,000 term loan facility agreement dated 15 January 2015 between the Chargor and the Lender,

**Permitted Security** means the Barclays Debenture,

**Planning Acts** means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991, and any subordinate legislation made (before or after this Debenture) under those statutes and any other statute governing or controlling the use or development of land and property,

**Properties** means all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Chargor, or in which the Chargor holds an interest, including, but not limited to, the properties which are briefly described in Schedule 1 (*Property*) and **Property** means any of them,

**Receiver** means a receiver, receiver and manager or, where permitted by law, an administrative receiver appointed under Clause 16.1 (*Appointment of Receiver*), and that term will include any appointee made under a joint or several appointment,

**Related Rights** means, in relation to any asset

- (a) the proceeds of sale of any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and
- (d) any monies and proceeds paid or payable in respect of that asset,

**Relevant Jurisdictions** means, in relation to the Chargor

- (a) its jurisdiction of incorporation,
- (b) any jurisdiction where any asset subject to or intended to be subject to the Security to be created by it pursuant to this Debenture is situated, and
- (c) any jurisdiction where it conducts its business,

**Secured Liabilities** means all present and future obligations and liabilities of the Chargor (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by the Chargor or by some other person) to the Lender under or pursuant to each of the Finance Documents including any liability in respect of any further advances made under the Finance Documents, except for any obligation or liability which, if it were included, would cause that obligation or liability or any of the Security in respect thereof, to be unlawful, prohibited or invalid under any applicable law,

**Security** means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, encumbrance, right of set-off, lien, assignment by way of

security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect,

**Security Financial Collateral Arrangement** shall have the meaning given to that expression in the Financial Collateral Regulations,

**Security Period** means the period starting on the date of this Debenture and ending on the date on which the Lender is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid discharged in full and the Lender is under no further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor or any other person,

**Tangible Movable Property** means all plant and machinery over which security is not created pursuant to Clause 3 2 (*Fixed Security*) and all other chattels belonging to the Chargor or to which the Chargor is or may become entitled or in which the Chargor may have an interest at any time during the Security Period and all substitutions, replacements, renewals and all additions made from time to time for, in or to them after the date of this Debenture and Related Rights

## 1 2 **Interpretation**

Unless otherwise defined herein or unless the context otherwise requires, terms defined in the Loan Agreement or in any other Finance Document shall have the same meaning when used in this Debenture and in this Debenture and the rules of interpretation contained in clauses 1 2 to 1 6 of the Loan Agreement shall apply to the construction of this Debenture, or any notice given under or in connection with this Debenture

## 1 3 **Clawback**

If the Lender considers that an amount paid by the Chargor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Debenture

## 1 4 **Nature of security over real property**

A reference in this Debenture to a charge or mortgage of any freehold, leasehold or commonhold property includes

- (a) all buildings and fixtures (including trade and tenant's fixtures) which are situated on that property at any time,
- (b) the proceeds of the sale of any part of that property, and
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Chargor in respect of that property, and any monies paid or payable in respect of those covenants

## 1 5 **Finance Document**

The Chargor and the Lender designate this Debenture as a Finance Document for the purposes of the Loan Agreement

**1 6 Law of Property (Miscellaneous Provisions) Act 1989**

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Loan Agreement and of any side letters between any parties in relation to the Loan Agreement are incorporated into this Debenture

**1 7 Third party rights**

A person who is not a party to this Debenture has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this Debenture

**1 8 Perpetuity period**

If the rule against perpetuities applies to any trust created by this Debenture, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009)

**2 Payment of Secured Obligations**

**2 1 Covenant to pay**

The Chargor covenants with the Lender that it shall following demand made by the Lender in accordance with the Loan Agreement and when the same becomes due pay, discharge and satisfy the Secured Liabilities and indemnify the Lender against any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, discharge or satisfy the Secured Liabilities in accordance with their respective terms

**2 2 Interest on demands**

If the Chargor fails to pay any amount payable by it under this Debenture on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) at the rate of 11% per annum and such interest shall be secured as part of the Secured Liabilities

**3 Grant of Security**

**3 1 Legal mortgage**

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee and subject always to the Permitted Security charges to the Lender by way of legal mortgage each of the Properties as listed in Schedule 1 (*Property*)

**3 2 Fixed Security**

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee and subject always to the Permitted Security charges to the Lender by way of fixed charge

- (a) all Properties acquired by the Chargor in the future,
- (b) all present and future interests of the Chargor not effectively mortgaged or charged under the preceding provisions of this Clause 3 in, or over, freehold or leasehold property,

- (c) all Tangible Moveable Property,
- (d) all the Equipment,
- (e) all the Intellectual Property,
- (f) all the Book Debts,
- (g) all the Investments,
- (h) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties,
- (i) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Chargor's business or the use of any Charged Assets, and all rights in connection with them,
- (j) all present and future goodwill and rights in relation to uncalled capital for the time being of the Chargor,
- (k) all monies from time to time standing to the credit of the Accounts, and
- (l) all its rights to recover any VAT on any supplies made to it relating to the Charged Assets and any sums so recovered

### 3 3 **Assignments**

3 3 1 As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee and subject always to the Permitted Security assigns to the Lender absolutely all the Chargor's rights, title and interest from time to time in and to each of the following assets

- (a) the proceeds of any Insurance Policies,
- (b) any agreement in relation to the purchase of any Property by the Chargor, and
- (c) all right, title and interest to which the Chargor is now or may in the future become entitled in respect of proceeds of any order of the court made pursuant to sections 238(3), 239(3), 242, 243, 222 or 423(2) of the Insolvency Act 1986

3 3 2 Without prejudice to the other provisions of this Debenture, if for any reason the assignment of any of the assets or rights referred to in this Clause 3 3 (*Assignments*) is found to be ineffective or if any sums payable in respect of such assets or rights are received by the Chargor, the Chargor shall subject always to the Permitted Security hold the benefit of such assets or rights and any such sums received by it in trust for the Lender and shall account to the Lender for or otherwise apply all such sums as the Lender may direct and shall otherwise at its own cost take such action and execute such documents as the Lender may require

### 3 4 **Floating Charge**

3 4 1 The Chargor with full title guarantee and subject always to the Permitted Security charges to the Lender by way of floating charge all present and future undertaking, property, assets and rights of the Chargor (except to the extent they are for the time being effectively charged or assigned under Clauses 3 1 (*Legal mortgage*), 3 2 (*Fixed Security*) or 3 3 (*Assignments*))

3 4 2 Paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3 4

**3 5 Crystallisation of floating charge by notice**

The Lender may at any time subject to the Intercreditor Agreement by written notice to the Chargor convert the floating charge created by Clause 3 4 1 (*Floating Charge*) with immediate effect into a fixed charge as regards any part of the Charged Assets specified by the Lender in that notice if

- (a) an Event of Default occurs,
- (b) the Lender considers those 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,
- (c) the Lender considers that it is necessary or desirable in order to protect the priority of the security, or
- (d) the Chargor so requests

**3 6 Automatic crystallisation of floating charge**

Notwithstanding Clause 3 5 (Crystallisation of floating charge by notice) above, the floating charge created by Clause 3 4 1 (*Floating Charge*) shall subject to the Intercreditor Agreement automatically and immediately be converted (without notice) into a fixed charge over all the assets subject to the floating charge if

- (a) the Chargor
  - (i) creates, or attempts to create, over all or any part of the Charged Assets any Security without the prior written consent of the Lender (other than Permitted Security), or
  - (ii) disposes, or attempts to dispose of, all or any part of the Charged Assets without the prior written consent of the Lender (other than as permitted under the Loan Agreement,
- (b) a receiver is appointed over all or any of the Charged Assets that is subject to the floating charge,
- (c) any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Charged Assets,
- (d) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Chargor or an administrator is appointed to the Chargor, or
- (e) any person gives notice of its intention to appoint an administrator to the Chargor or files such a notice with the court

**3 7 Assets acquired after any floating charge crystallisation**

Any asset acquired by the Chargor after any crystallisation of the floating charge created under this Debenture which, but for such crystallisation, would be subject to a floating charge shall (unless the Lender confirms in writing to the contrary) be charged to the Lender by way of fixed charge

### **3 8 Non application to unlawful security**

The Security created pursuant to Clause 3 (*Grant of Security*) shall not extend to any asset situated outside England and Wales to the extent, and for so long as, any such Security would be unlawful under the laws of the jurisdiction in which such asset is situated

### **3 9 Separate Security**

Clauses 3 1 (*Legal Mortgage*), 3 2 (*Fixed Security*) and 3 3 (*Assignment*) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment over each relevant asset within any particular class of assets defined in this Debenture and the failure to create an effective mortgage, fixed charge or assignment over any one asset shall not affect the nature or validity of the mortgage, charge or assignment imposed on any other asset whether within that same class of assets or not

## **4 Perfection of Security**

### **4 1 Title Documents**

The Chargor shall, following the release of the Barclays Debenture (or, if later, the date of acquisition of the relevant Charged Asset), deposit with the Lender and the Lender shall, for the duration of this Debenture be entitled to hold

- (a) all deeds and documents of title relating to the Charged Assets which are in the possession or control of the Chargor (if these are not within the possession and/or control of the Chargor, the Chargor undertakes to obtain possession of all such deeds and documents of title), and
- (b) all Insurance Policies
- (c) all certificates or other documents of title to the Investments, including in the case of any shares acquired by the Chargor from time to time stock transfer forms executed in blank on behalf of the Chargor, and
- (d) at the request of the Chargee, all documents relating to the Book Debts as the Chargee may specify from time to time

### **4 2 Notices to be given by the Chargor**

The Chargor shall, subject always to the Barclays Debenture and the Intercreditor Agreement, no later than five Business Days after the date of this Debenture

- (a) give notice to the relevant insurers of the assignment of the Chargor's rights and interest in and under all Insurance Policies pursuant to Clause 3 3 1(a) (*Assignments*) substantially in the form set out in Part 1 of Schedule 2 and procure that each addressee of such notice promptly provides an acknowledgement of the Lender's interest to the Lender, and
- (b) give notice to each bank or financial institution at which the Chargor maintains any of its accounts of charge or assignment, substantially in the applicable form as set out in Part 2 of Schedule 2 and procure that each addressee of such notice promptly provides an acknowledgement of the Lender's interest to the Lender

#### **4 3 Registration of Property**

- 4 3 1 The Chargor consents to the Lender applying to the Land Registrar for a restriction to be entered on the Register of Title of each Property (including any unregistered properties subject to compulsory first registration at the date of this Debenture) on the prescribed Land Registry form and in the following or substantially the same terms

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ ] in favour of [ ] referred to in the charges register or their conveyancer or specify appropriate details "

- 4 3 2 The Chargor shall and/or authorises the Lender to make an application on Form RX1 (or such other form as may be prescribed from time to time) to enter the restriction referred to in Clause 4 3 1 (*Registration of Property*) against the relevant registered estate

- 4 3 3 The Chargor shall give to the Land Registry notice of this Debenture (and procure that such notice be duly entered in the register) in respect of any Property the title to which is, or is required to be, registered at the Land Registry, being Property

- (a) which is, at the date of this Debenture, subject to a legal mortgage or a fixed charge created by this Debenture, or
- (b) which is acquired after the date of this Debenture and becomes subject to a legal mortgage or a fixed charge created by this Debenture, or
- (c) which becomes subject to the fixed charge created by this Debenture upon conversion of the Floating Charge into a fixed charge as regards that Property

#### **4 4 Further advances**

- 4 4 1 The Lender may make further advances to the Chargor on the terms and subject to the conditions of the Loan Agreement or any other Finance Document or any other agreement whether now existing or made after the date of this Debenture relating to the making of advances or the provision of credit to the Chargor by the Lender

- 4 4 2 This Debenture secures advances already made and to be made and, under the provisions of this Debenture, the Lender is under no obligation to make further advances

- 4 4 3 Subject to the Intercreditor Agreement, the Chargor shall, or shall authorise the Lender to, make an application to Land Registry on Form CH2 (or such other form as may be prescribed from time to time) for a note to be entered on the register to the effect set out in Clause 4 4 2

#### **5 Further Assurance**

##### **5 1 General**

Subject to the Intercreditor Agreement, the Chargor shall at its own expense take whatever action the Lender or Receiver may require for

- (a) creating, perfecting or protecting any security intended to be created by this Debenture, or
- (b) facilitating the realisation of any Charged Asset or the exercise of any right, power or discretion exercisable by the Lender or any Receiver or any of its delegates or sub-delegates in respect of any Charged Asset

## 5.2 **Specific Obligations**

The obligations assumed by the Chargor under Clause 5.1 (*General*) include

- (a) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Lender or to its nominee, or
- (b) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Lender may think expedient

## 6 **Facility Agreement Provisions**

The provisions of clauses 7 (*Taxes*), 14 (*Costs and Expenses*), 15 (*Accounts and Certificates*) and 16 (*Remedies, Waivers, Amendments and Consents*) of the Loan Agreement shall be incorporated herein as if set out in this Debenture in full (as if each reference to "this Agreement" and the "Security Documents" were a reference to this Debenture, reference to "the Borrower" were a reference to "the Chargor" and such other references and changes as are necessary in this context) and shall survive termination or other expiry of the Loan Agreement

## 7 **Representations and Warranties**

### 7.1 **The Chargor**

- 7.1.1 The Chargor is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation
- 7.1.2 The Chargor has the power to own its assets and carry on its business as it is being conducted
- 7.1.3 The obligations expressed to be assumed by it in this Debenture are legal, valid, binding and enforceable obligations and (without limiting the generality of the foregoing) this Debenture creates the Security which it purports to create and that Security is valid and effective
- 7.1.4 The entry into and performance by it of, and the transactions contemplated by, this Debenture do not and will not conflict with
  - (a) any law or regulation applicable to it,
  - (b) its constitutional documents, or
  - (c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument other than the Barclays Debenture
- 7.1.5 The Chargor has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and



delivery of, this Debenture and the transactions contemplated by this Debenture

7 1 6 No limit on the Chargor's powers will be exceeded as a result of the grant of security contemplated by this Debenture

7 1 7 All Authorisations required or desirable

(a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Debenture, and

(b) to make this Debenture admissible in evidence in its jurisdiction of incorporation,

have been obtained or effected and are in full force and effect

7 1 8 All Authorisations necessary for the conduct of the business, trade and ordinary activities of members of the Group have been obtained or effected and are in full force and effect if failure to obtain or effect those Authorisations has or is reasonably likely to have a Material Adverse Effect

7 1 9 The choice of English law as the governing law of this Debenture will be recognised and enforced in the Relevant Jurisdictions

7 1 10 Any judgment obtained in England in relation to a Finance Document will be recognised and enforced in the Relevant Jurisdictions

7 1 11 Its irrevocable submission under Clause 32 (*Jurisdiction*) to the jurisdiction of the Courts of England and agreement not to claim any immunity to which its assets may be entitled are legal valid and binding under the laws of the Relevant Jurisdictions

7 1 12 No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which might reasonably be expected to have a Material Adverse Effect have (to the best of its knowledge and belief) been started or threatened against it

7 1 13 No corporate action, legal proceeding or other procedure or step described in Clauses 15 1(a) to 15 1(e) (*When Security becomes enforceable*) has been taken or, to its knowledge, threatened in relation to it, and none of the circumstances described in Clauses 14 1(a) to 15 1(e) (*When Security becomes enforceable*) applies to it

## 7 2 The Charged Assets

7 2 1 The Chargor is the absolute legal and beneficial owner of all the Charged Assets free from any Security (other than any Security created pursuant to this Debenture or Permitted Security)

7 2 2 The Chargor has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Assets or any interest in it

7 2 3 Subject to the Intercreditor Agreement, no Security expressed to be created under this Debenture is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Chargor or otherwise

7 2 4 There are no agreements or arrangements (including any restrictions on transfer or rights of pre-emption) affecting the Charged Assets in any way or which would or might in any way fetter or otherwise prejudice the rights of

the Chargor or any mortgagee or chargee of the Charged Assets (other than the Barclays Debenture)

- 7 2 5 There is no breach of any law or regulation which materially adversely affects the Charged Assets
- 7 2 6 No facility necessary for the enjoyment and use of the Charged Assets is subject to terms entitling any person to terminate or curtail its use
- 7 2 7 Nothing has arisen, has been created or is subsisting which would be an overriding interest in any Property and the Chargor has not sold or granted (or agreed to sell or grant) any right of pre-emption over, or any lease or tenancy of or otherwise disposed of, the benefit of its right, title and interest in and to any of the Charged Assets
- 7 2 8 All easements, rights of way and other facilities reasonably necessary for the enjoyment and use of the Properties (including those necessary for the carrying on of its business at the Properties) are enjoyed by the Properties,
- 7 2 9 None of the facilities referred to in Clause 7 2 8 above are enjoyed on terms
- (a) entitling any person to terminate or curtail the use of the Properties, or
- (b) which conflict with or materially restrict the use of the Properties, and
- 7 2 10 There is no subsisting breach of any material obligation in respect of the Properties
- 7 2 11 The Properties are in good and substantial repair
- 7 2 12 The Investments are fully paid and not subject to any option to purchase or similar rights and the constitutional documents of the companies in respect of which the Investments are issued do not and could not restrict or inhibit (whether absolutely, partly, under a discretionary power or otherwise) the transfer of the Investments pursuant to the enforcement of the security created by or pursuant to this Debenture
- 7 2 13 The Insurances Policies are in full force and effect and free from Security (other than under any Permitted Security) and there has been no material breach of any of the obligations thereunder
- 7 2 14 There is no prohibition on assignment in any Insurance Policy, or the relevant clauses of any of them, and the entry into this Debenture by the Chargor does not and will not constitute a breach of any Insurance Policy or any other agreement or instrument binding on the Chargor or its assets
- 7 2 15 The Intellectual Property owned by the Chargor is all the Intellectual Property required by it in order to carry on its business as it is now being conducted
- 7 2 16 The Chargor does not, in carrying on its business, infringe any Intellectual Property of any third party
- 7 2 17 To the knowledge of the Chargor, no Intellectual Property owned by them is being infringed, nor is there any threatened infringement of any such Intellectual Property

### **7 3 Time when representations are made**

The representations and warranties set out in this Clause 7 are made on the date of this Debenture and shall be deemed to be made on each day of the Security Period with reference to the facts and circumstances then existing

### **8 Negative Pledge and Disposals**

The Chargor undertakes that it shall not at any time during the Security Period, except with the prior written consent of the Lender

- (a) create, purport to create or permit to subsist any Security on, or in relation to, any of the Charged Assets other than Security created by this Debenture or the Permitted Security,
- (b) sell, assign, transfer, grant, lease, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Assets, except in the ordinary course of business in the case of Charged Assets which are only subject to an uncrystallised floating charge or as otherwise than as permitted pursuant to clause 11 of the Loan Agreement,
- (c) create or grant (or purport to create or grant) any interest in the Charged Assets in favour of a third party, or
- (d) enter into any option agreement or arrangement having a similar effect to any of the actions referred to above in this Clause 8

### **9 General Undertakings**

#### **9 1 Undertakings in the Loan Agreement**

Clause 10 (*Information Undertakings*) and clause 11 (*General Undertakings*) of the Loan Agreement, shall be incorporated as if set out in this Debenture in full (as if each reference to "this Agreement" and the "Security Documents" were a reference to this Debenture, reference to "the Borrower" and were a reference to "the Chargor" and such other references and changes as are necessary in this context) and shall survive termination or other expiry of the Loan Agreement

#### **9 2 Preservation of Charged Assets**

The Chargor shall not do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Charged Assets or the effectiveness of the security created by this Debenture

#### **9 3 Enforcement of rights**

The Chargor shall use its best endeavours to

- (a) procure the prompt observance and performance of the covenants and other obligations imposed on the Chargor's counterparties, and
- (b) subject to the Intercreditor Agreement, enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Assets which the Lender may require from time to time

**9 4      Notice of Breaches**

The Chargor shall immediately on becoming aware of any of the same give the Lender notice in writing of any breach of representation or warranty, or covenant set out in this Debenture

**9 5      Information**

The Chargor shall provide the Lender with all information which it may reasonably request in relation to the Charged Assets

**9 6      Book Debts**

9 6 1      The Chargor shall not (except as provided below, in accordance with the Intercreditor Agreement or with the prior written consent of the Chargee) release, exchange, compound, set-off, factor, discount or otherwise grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts

9 6 2      The Chargor shall, subject to the Intercreditor Agreement, on behalf of the Chargee, collect in and realise all Book Debts and hold those proceeds in trust for the Chargee

9 6 3      On and after the occurrence of an Event of Default, the Chargor

- (a) shall not, except with the prior written consent of the Chargee, be entitled to withdraw or otherwise transfer the proceeds of the realisation of any Book Debts, and
- (b) shall, subject to the Intercreditor Agreement, give notice to the debtors in respect of the Book Debts in such form as the Chargee may require

**9 7      Intellectual Property**

The Chargor shall

- (a) subject to the Intercreditor Agreement, take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property including, without limitation, observing all covenants and stipulations relating to such rights, and paying all applicable renewal fees, licence fees and other outgoings, and
- (b) not use or permit any such Intellectual Property to be used in any way which may materially and adversely affect its value

**10      Real Property**

**10 1      Repair and maintenance**

The Chargor shall at all times, subject to the Barclays Debenture

- (a) repair and keep in good and substantial repair and condition to the reasonable satisfaction of the Lender all the Property at any time forming part of the Charged Assets,
- (b) not at any time without the prior written consent of the Lender sever or remove any of the fixtures forming part of any Property or any of the plant or machinery (other than stock in trade or work in progress) on

or in that Property (except for the purpose of any necessary repairs or replacement of it), and

- (c) comply with and observe and perform (a) all applicable requirements of all planning and environmental legislation, regulations and bye-laws relating to each Property, (b) any conditions attaching to any planning permissions relating to or affecting each Property, and (c) any notices or other orders made by any planning, environmental or other public body in respect of all or any part of each Property

#### **10 2 Compliance with leases and covenants**

The Chargor shall, subject to the Barclays Debenture

- (a) perform all its obligations under any lease or agreement for lease or leases comprised within any Property,
- (b) not do or permit to be done any act as a result of which any lease referred to in paragraph (a) above may become liable to forfeiture or otherwise be determined, and
- (c) duly and punctually comply with, and indemnify the Lender, for any breach of any covenants and stipulations (restrictive or otherwise) affecting the Properties

#### **10 3 Acquisitions and legal mortgage**

The Chargor shall, subject to the Barclays Debenture

- (a) notify the Lender forthwith upon the acquisition by the Chargor of any freehold property or leasehold property with a term of 10 years or more remaining,
- (b) on demand by the Lender and at the cost of the Chargor, execute and deliver to the Lender a legal mortgage in favour of the Lender of any freehold or leasehold property with a term of 10 years or more remaining which becomes vested in it after the date of this Debenture in form and substance satisfactory to the Lender,
- (c) if the title to that property referred to in Clause 10 3(a) or Clause 10 3(b) above is registered at the Land Registry or required to be so registered, give the Land Registry written notice of this Security, and
- (d) if applicable to that property referred to in Clause 10 3(a) or Clause 10 3(b) above, ensure that this Security is correctly noted in the Register of Title against that title at the Land Registry

#### **10 4 Restriction on registration**

The Chargor shall not, without the prior written consent of the Lender or as otherwise permitted under the Finance Documents, permit any person to be or become registered under the Land Registration Act 2002 as the proprietor of the Charged Assets who is not so registered under the Land Registration Act 2002 at the date of this Debenture or, in the case of any Property acquired after the date of this Debenture, at the date of such acquisition, and the Chargor shall be liable for the costs incurred by the Lender in lodging, from time to time, cautions or restrictions against the registration of the title to that part of the Property which is not, at the date of

this Debenture or at the date of subsequent acquisition, registered under the Land Registration Act 2002

**10 5 Proprietary rights**

The Chargor shall not, without the prior written consent of the Lender, permit any person to be or become entitled to any proprietary right or interest which might affect the value of the Charged Assets to the Lender as part of this Security unless that entitlement exists at the date of this Debenture or, in the case of Charged Assets acquired after the date of this Debenture, at the date of the subsequent acquisition of that Charged Assets by the Chargor

**10 6 Access**

Subject to the terms of any lease to which any Property may be subject and subject to the Barclays Debenture, the Chargor shall permit the Lender and any person nominated by it at all reasonable times and subject to reasonable prior notice to enter upon any part of that Property to view the state of it

**10 7 Investigation of title**

The Chargor shall grant the Lender or its lawyers on reasonable request all facilities within the power of the Chargor to enable the Lender or its lawyers to carry out investigations of title to each Property and other property which is or may be subject to the security created by this Debenture and enquiries into matters in connection with each Property or that other property as may be carried out by a prudent mortgagee

**10 8 Power to remedy**

In case of default by the Chargor in performing any term affecting any Property and subject to the Barclays Debenture, the Chargor shall permit the Lender or its agents and contractors

- (a) to enter on that Property,
- (b) to comply with or object to any notice served on the Chargor in respect of that Property, and
- (c) to take any action as the Lender may reasonably consider necessary or desirable to prevent or remedy any breach of any such term or to comply with or object to any such notice

**11 Investments**

**11 1 Investments – prior to an Event of Default**

Prior to the occurrence of an Event of Default and subject to the Intercreditor Agreement

- (a) the Chargor shall be entitled to receive all dividends, interest and other monies in respect of the Investments free from the security created by this Debenture, and
- (b) the Chargor shall be entitled to exercise all voting rights attached to the Investments (and shall procure that any nominee acting on its

behalf does not exercise) such voting rights in any manner, or otherwise permit or agree to any

- (i) variation of the rights attaching to or conferred by any of the Investments, or
- (ii) increase in the issued share capital of any Chargor whose Investments are charged pursuant to this Debenture,

which in the opinion of the Chargee would prejudice the value of, or the ability of the Chargee to realise, the security created by this Debenture

#### **11 2 Investments – after an Event of Default**

After the occurrence of an Event of Default and subject to the Intercreditor Agreement the Chargee may, at its discretion (in the name of the Chargor or otherwise and without any further consent or authority from the Chargor)

- (a) exercise (or refrain from exercising) any voting rights in respect of the Investments,
- (b) apply all dividends, interest and other monies arising from the Investments in accordance with Clause 20 (Application of Monies),
- (c) transfer the Investments into the name of such nominee(s) of the Chargee as it shall require, and
- (d) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Investments,

in such manner and on such terms as the Chargee may think fit, and the proceeds of any such action shall form part of the Charged Assets

#### **11 3 Payment of Calls**

The Chargor shall subject to the Barclays Debenture pay when due all calls or other payments which may be or become due in respect of any of the Investments, and in any case of default by the Chargor in such payment, the Chargee may, if it thinks fit, make such payment on behalf of the Chargor in which case any sums paid by the Chargee shall be reimbursed by the Chargor to the Chargee on demand and shall carry interest from the date of payment by the Chargee until reimbursed at the rate and in accordance with Clause 2 2 (*Interest on demands*)

#### **11 4 Delivery of Documents of Title**

To the extent permitted under the Barclays Debenture, the Chargor shall promptly on the request of the Chargee, deliver (or procure delivery) to the Chargee, and the Chargee shall be entitled to retain, all of the Investments and any certificates and other documents of title representing the Investments to which the Chargor (or its nominee(s)) is or becomes entitled together with any other document which the Chargee may reasonably request (in such form and executed as the Chargee may reasonably require) with a view to perfecting or improving its security over the Investments or to registering any Investment in its name or the name of any nominee(s)

## **11 5 Limited obligations of the Chargee**

At any time whether or not at that time any of the Investments is registered in the name of the Chargee or its nominee, the Chargee shall have no duty

- 11 5 1 to make any payment or to ensure that any dividends, distributions, interest or other monies payable in respect of that Investment are duly and promptly paid or received by it or its nominees,
- 11 5 2 to verify that the correct amounts are paid or received,
- 11 5 3 to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus rights, preference, option, warrant or otherwise on, or in respect of, or in substitution for, that Investment,
- 11 5 4 to perform any obligation of the Chargor in relation to that Investment, or
- 11 5 5 to present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Debenture

## **11 6 Exercise of Rights**

The Chargor shall not exercise any of its rights and powers in relation to any of the Investments in any manner which, in the opinion of the Chargee, would prejudice the value of, or the ability of the Chargee to realise, the security created by this Debenture

## **11 7 No alteration of Investments**

The Chargor shall not, without the prior written consent of the Chargee, amend, or agree to the amendment of, the memorandum or articles of association or any other constitutional documents of any issuer that is not a public company, or the rights or liabilities attaching to any of the Investments

## **12 Accounts**

### **12 1 Interests in the accounts**

All monies from time to time standing to the credit of each Account, the debt represented by them and each Account are free from

- (a) any Security, and
  - (b) any interest or claims of third parties,
- other than any Permitted Security

### **12 2 Notification and Variation**

The Chargor

- (a) shall promptly deliver to the Chargee on the date of this Debenture (and, if any change occurs thereafter, on the date of such change), details of each Account maintained by it with any bank or financial institution (other than with the Chargee), and



- (b) shall not, without the Chargee's prior written consent, permit or agree to any variation of the rights attaching to any Account or close any Account

#### **12 3 Operation prior to an Event of Default**

Prior to the occurrence of an Event of Default the Chargor shall subject to the Barclays Debenture be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account subject to the terms of the Loan Agreement

#### **12 4 Operation after an Event of Default**

After the occurrence of an Event of Default the Chargor shall subject to the Barclays Debenture not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior consent of the Chargee

#### **12 5 Application of Monies**

The Chargee shall subject to the Intercreditor Agreement, following the occurrence of an Event of Default, be entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time on any Account in or towards the payment or other satisfaction of all or part of the Secured Obligations in accordance with Clause 20 (*Application of Monies*)

### **13 Insurances**

#### **13 1 Insurance: undertakings**

Subject to the Barclays Debenture, the Chargor shall at all times during the subsistence of this Debenture

- (a) keep the Charged Assets insured with reputable and responsible insurers previously approved by the Lender in such manner and to such extent as is reasonable and customary for an enterprise engaged in the same or similar business and in the same or similar localities against such risks and contingencies as the Lender may in its absolute discretion require, and
- (b) promptly pay all premiums and other monies payable under all its Insurance Policies and promptly upon request, produce to the Lender a copy of each policy and evidence (reasonably acceptable to the Lender) of the payment of such sums

#### **13 2 Insurance: Default**

If the Chargor defaults in complying with Clause 13 1 (*Insurance Undertakings*), the Lender may, subject to the Intercreditor Agreement, effect or renew any such insurance on such terms, in such name(s) and in such amount(s) as it reasonably considers appropriate, and all monies expended by the Lender in doing so shall be reimbursed by the Chargor to the Lender on demand and shall carry interest from the date of payment by the Lender until reimbursed at the rate specified in Clause 2 2 (*Interest on Demands*)

#### **13 3 Application of insurance proceeds**

All monies received under any Insurance Policies relating to the Charged Assets shall (subject to the rights and claims of any person having prior rights to such monies and subject to the terms of the relevant insurance policy), prior to the occurrence of an Event of Default, be applied in repairing, replacing, restoring or rebuilding the property or assets damaged or destroyed, after the occurrence of an Event of Default, the Chargor shall hold such monies upon trust for the Lender pending payment to the Lender for application in accordance with Clause 20 (*Application of Monies*) and the Chargor waives any right it may have to require that any such monies are applied in reinstatement of any part of the Charged Assets

#### **14 Powers of the Lender**

##### **14 1 Power to Remedy**

If the Chargor fails to comply with any of its obligations under this Debenture and that failure is not remedied within seven days of the Lender giving notice of such failure to the Chargor, the Lender shall subject to the Intercreditor Agreement be entitled (but shall not be bound) to remedy such non-compliance and the Chargor irrevocably authorises the Lender and its agents subject to the Intercreditor Agreement to do all such things as are necessary or desirable for that purpose

##### **14 2 Exercise of Rights**

The rights of the Lender under Clause 14 1 are without prejudice to any other rights of the Lender under this Debenture. The exercise of those rights shall not make the Lender liable to account as a mortgagee in possession

##### **14 3 Indulgence**

The Lender may, at its discretion, grant time or other indulgence or make any other arrangement, variation or release with any person or persons not being a party to this Debenture (whether or not such person or persons is jointly liable with the Chargor) in respect of any of the Secured Liabilities, or of any other security for them without prejudice either to this Debenture or to the liability of the Chargor for the Secured Liabilities

##### **14 4 Right of appropriation**

To the extent that any part of the Charged Assets constitutes Financial Collateral and this Debenture and the obligations of the Chargor hereunder constitute a Security Financial Collateral Arrangement, the Lender shall have the right, at any time after the security constituted this Debenture has become enforceable, to appropriate all or any of the Charged Assets in or towards the payment and/or discharge of the Secured Liabilities in such order as the Lender in its absolute discretion may from time to time determine. The value of any Charged Asset appropriated in accordance with this Clause 14 4 shall be the price of that Charged Asset at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Lender may select (including independent valuation). The Chargor agrees that the methods of valuation provided for in this Clause 14 4 are commercially reasonable for the purposes of the Financial Collateral Regulations

## **15 Enforcement and Powers of the Lender**

### **15 1 When Security becomes enforceable**

The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 and all other enforcement powers conferred by this Debenture shall subject to the Intercreditor Agreement be immediately exercisable at any time after an Event of Default has occurred or any of the events set out below occurs and is continuing

- (a) the Chargor commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness,
- (b) the Chargor makes a general assignment for the benefit of, or a composition with, its creditors,
- (c) the Chargor passes any resolution or takes any corporate action, or a petition is presented or proceedings are commenced, or any action is taken by any person for its winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrative receiver, administrator, trustee or similar officer of it or of any or all of its revenues or assets,
- (d) a distress, execution, attachment or other legal process is levied, or enforced on or sued against all or any part of the assets of the Chargor and remains undischarged for seven days,
- (e) any event occurs in relation to the Chargor that is analogous to those set out in paragraph (c) or paragraph (d) above, or
- (f) any representation, warranty or statement made or deemed to be made by the Chargor under this Debenture is or proves to have been incorrect or misleading when made or deemed to be made

### **15 2 Discretion as to enforcement**

After this Security has become enforceable, the Lender may in its absolute discretion subject to the Intercreditor Agreement enforce all or any part of this Security in any manner it sees fit

### **15 3 Statutory Power of Sale**

The statutory powers of sale and other powers conferred by the Law of Property Act 1925 shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this Debenture, but the Lender shall not exercise such power of sale until the security constituted by this Debenture has become enforceable and then only in accordance with the Intercreditor Agreement

### **15 4 Extension of Statutory Powers**

The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender to lease, make agreements for leases at a premium or otherwise, accept surrenders or leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as the Lender may think fit, without the need to comply with any provision of Section 99 or 100 of the Law of Property Act 1925

**15 5 Power to Dispose of Chattels**

At any time after the security constituted by this Debenture has become enforceable and subject to the Intercreditor Agreement, the Lender or any Receiver

- (a) may dispose of any chattels or produce found on any Property as agent for the Chargor, and
- (b) without prejudice to any obligation to account for the proceeds of any sale of such chattels or produce, shall be indemnified by the Chargor against any liability arising from such disposal

**15 6 Prior Security**

At any time after the security constituted by this Debenture has become enforceable, or after any powers conferred by any Security having priority to this Debenture shall have become exercisable, the Lender may

- (a) redeem such or any other prior Security, or procure its transfer to itself, and
- (b) settle any account of the holder of any prior Security

Any accounts so settled and passed shall be, in the absence of manifest error, conclusive and binding on the Chargor. All monies paid by the Lender to a chargee in settlement of such an account shall, as from its payment by the Lender, be due from the Chargor to the Lender on current account and shall bear interest at the default rate of interest specified in Clause 2.2 (*Interest on demands*) and be secured as part of the Secured Liabilities.

**15 7 Restrictions**

Section 103 of the Law of Property Act 1925 (restricting the power of sale) and Section 93 of the Law of Property Act 1925 (restricting the right of consolidation) do not apply to the security constituted by this Debenture.

**15 8 No Liability as Mortgagee in Possession**

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

**15 9 Protection of Third Parties**

No purchaser, mortgagee or other person dealing with the Lender or any Receiver shall be concerned

- (a) to enquire whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged, or whether the power the Lender or a Receiver is purporting to exercise has become exercisable, or
- (b) to see to the application of any money paid to the Lender or any Receiver

## **16 Receiver**

### **16 1 Appointment of Receiver**

16 1 1 At any time after the security constituted by this Debenture has become enforceable, or at the request of the Chargor, the Lender may without further notice, subject to the Intercreditor Agreement

- (a) appoint by way of deed, or otherwise in writing, any one or more person or persons to be a receiver, or a receiver and manager, of all or any part of the Charged Assets, and
- (b) (subject to section 45 of the Insolvency Act 1986) from time to time, by way of deed, or otherwise in writing, remove any person appointed to be Receiver and may, in a similar manner, appoint another in his place

Where more than one person is appointed Receiver, they shall have power to act separately (unless the appointment by the Lender specifies to the contrary)

16 1 2 The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the Law of Property Act 1925 and the remuneration of the Receiver shall be a debt secured by this Debenture which shall be due and payable immediately upon its being paid by the Lender

### **16 2 Agent of the Chargor**

16 2 1 A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver

16 2 2 The Lender will incur no liability (either to the Chargor or to any other person) by reasons of the appointment of a Receiver or for any other reason

## **17 Powers of Receiver**

### **17 1 Powers of Receiver**

Any Receiver appointed by the Lender under this Debenture shall, in addition to the powers conferred on him by the Law of Property Act 1925 and the Insolvency Act 1986, have the power to do all such acts and things as an absolute owner could do in the management of such of the Charged Assets over which the Receiver is appointed and, in particular, a Receiver may

- (a) undertake or complete any works of repair, building or development on the Properties,
- (b) grant, or accept surrenders of, any leases or tenancies affecting the Properties on such terms and subject to such conditions as he thinks fit,

- (c) provide services and employ, or engage, such managers, contractors and other personnel and professional advisors on such terms as he deems expedient,
- (d) make such elections for value added tax purposes as he thinks fit,
- (e) charge and receive such sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) as the Lender may prescribe or agree with him,
- (f) collect and get in the Charged Assets or any part of it in respect of which he is appointed and make such demands and take such proceedings as may seem expedient for that purpose, and to take possession of the Charged Assets with like rights,
- (g) carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Chargor,
- (h) grant options and licences over all or any part of the Charged Assets, sell or concur in selling, assign or concur in assigning, lease or concur in leasing and accept or concur in accepting surrenders of leases of, all or any of the property of the Chargor in respect of which he is appointed in such manner and generally on such terms and conditions as he thinks fit (fixtures and plant and machinery may be severed and sold separately from the premises in which they are contained without the consent of the Chargor), and to carry any such sale, assignment, leasing or surrender into effect. Any such sale may be for such consideration as the Receiver thinks fit and he may promote, or concur in promoting, a Chargor to purchase the property to be sold,
- (i) sell and assign all or any of the Book Debts in respect of which he is appointed in such manner, and generally on such terms and conditions, as he thinks fit,
- (j) make any arrangement, settlement or compromise between the Chargor and any other person which he may think expedient,
- (k) make substitutions of, or improvements to, the Equipment as he may think expedient,
- (l) make calls conditionally or unconditionally on the members of the Chargor in respect of the uncalled capital with such and the same powers for that purpose, and for the purpose of enforcing payments of any calls so made, as are conferred by the Articles of Association of the Chargor on its directors in respect of calls authorised to be made by them,
- (m) appoint managers, officers, servants, workmen and agents for the purposes of this Clause 17 at such salaries, for such periods and on such terms as he may determine,
- (n) if he thinks fit, but without prejudice to the indemnity in Clause 24 (*Costs and Indemnity*), effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the Insurance Policies,

- (o) exercise all powers provided for in the Law of Property Act 1925 in the same way as if he had been duly appointed under that act, and exercise all powers provided for an administrative receiver in Schedule 1 of the Insolvency Act 1986,
- (p) for any of the purposes authorised by this Clause 17 raise money by borrowing from the Lender (or from any other person) on the security of all or any of the Charged Assets in respect of which he is appointed on such terms as he shall think fit (including, if the Lender consents, terms under which such security ranks in priority to this Debenture),
- (q) redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be conclusive and binding on the Chargor, and the monies so paid shall be deemed to be an expense properly incurred by him, and
- (r) do all such other acts and things as he may consider incidental or conducive to any of the matters or powers in this Clause 17, or which he lawfully may or can do as agent for the Chargor

## **17 2 Conflict**

If and to the extent that there is any ambiguity or conflict between

- (a) the powers conferred on the Receiver by the Act and those powers listed in schedule 1 of the Insolvency Act, and
- (b) the powers conferred by this Clause 17,

the powers conferred by this Clause 17 shall prevail

## **17 3 Scope of powers**

Any exercise of any of the powers given by this Clause 17 may be on behalf of the Chargor, the directors of the Chargor (in the case of the power contained in paragraph (l) of this Clause 17) or himself

## **17 4 Liquidation of the Chargor**

The powers conferred by this Clause 17 on Receivers shall continue to apply notwithstanding the winding-up or dissolution of the Chargor

## **18 Liability of the Receiver**

### **18 1 Receipts**

The Receiver shall not, by reason of any entry by it into, or the taking by it of, possession of the Charged Assets or for any other reason (and whether as mortgagee in possession or on any other basis)

18 1 1 be liable to account to the Chargor for anything except the Receiver's actual receipts arising from the exercise of his powers under this Debenture, or

18 1 2 be liable to the Chargor for any loss or damage arising from

- (a) any act, default or omission of the Receiver in relation to the Charged Assets, or

- (b) any exercise or non-exercise by the Receiver of any power, authority or discretion conferred on him in relation to the Security Assets under this Debenture, the Act or the Insolvency Act, or
- 19 1 3 be liable to the Chargor on the grounds that a better price could or might have been obtained on any realisation, sale or other disposal of the Charged Assets
- 18 2 **Protection of the Receiver**

The Receiver shall be entitled to all the rights, powers, privileges and immunities which the Act confers on mortgagees and receivers duly appointed under the Act
- 19 **Powers and protection of the Lender**
- 19 1 **Rights and powers etc**

All the rights, powers, authorities and discretions which are expressly or impliedly conferred by this Debenture on a Receiver may, after this Security has become enforceable, be exercised by the Lender in respect of the Charged Assets whether or not a Receiver has been or is later appointed
- 19 2 **Protections**

All the protections and immunities which this Debenture provides for a Receiver shall be available to the Lender when the Lender is exercising the rights, powers, authorities and discretions conferred on the Lender by this Debenture
- 19 3 **Environmental**

Neither the Lender nor any Receiver shall have any liability or responsibility for any costs, claims, charges or expenses of whatsoever nature in respect of remedying any contamination of the Property whatsoever in the event that any request or notice of remediation is served on the Chargor or the Lender or any Receiver by any governmental authority or by any other third party
- 20 **Application of Monies**
- 20 1 **Order of application**

All monies received by the Lender or a Receiver in the exercise of any enforcement powers conferred by this Debenture shall be applied

  - (a) first in paying all unpaid fees, costs and other liabilities incurred by or on behalf of the Lender (and any Receiver, attorney or agent appointed by it),
  - (b) second in paying the remuneration of any Receiver (as agreed between the Receiver and the Lender),
  - (c) third in or towards discharge of the Secured Liabilities in such order and manner as the Lender determines, and
  - (d) finally in paying any surplus to the Chargor or any other person entitled to it



20 2     **Chargor's appropriation**

Clause 20 1 (*Order of application*) shall override any appropriation made by the Chargor

20 3     **Recovery of shortfall**

This Clause 20 does not prejudice the right of the Lender to recover any shortfall from the Chargor

20 4     **Statutory**

The protection given to purchasers in sections 104 and 107 of the Law of Property Act 1925 shall apply equally to purchasers and other persons dealing with the Lender or a Receiver

20 5     **Suspense Account**

All monies received by the Lender or a Receiver under this Debenture may, at the discretion of the Lender or Receiver, be credited to any suspense or securities realised account and shall bear interest at such rate, if any, as may be agreed in writing between the Lender and the Chargor, and may be held in such account for so long as the Lender or Receiver thinks fit

21       **Power of Attorney**

21 1     **Appointment and Powers**

By way of security, subject to the Barclays Debenture, the Chargor irrevocably appoints the Lender and every Receiver separately to be the attorney of the Chargor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things which

- (a) the Chargor is required to execute and do under this Debenture, including execute any document required by the Lender under Clause 3 9 (*Perfection of Security*), and/or
- (b) any attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by this Debenture or by law on the Lender or any Receiver

21 2     **Ratification of Acts of Attorney**

Subject to the Intercreditor Agreement, the Chargor ratifies and confirms, and agrees to ratify and confirm, anything which any of its attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in Clause 21 1

21 3     **Appointment of an Administrator**

21 3 1    The Lender may, without notice to the Chargor but subject to the Intercreditor Agreement, appoint any one or more persons to be an administrator of the Chargor pursuant to Paragraph 14 Schedule B1 of the Insolvency Act 1986 if this Debenture becomes enforceable

21 3 2    Any appointment under this paragraph 21 3 shall

- (a) be in writing signed by a duly authorised signatory of the Lender, and

- (b) take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986, when the requirements of paragraph 18 of that Schedule B1 are satisfied

21 3 3 The Lender may (subject to the Intercreditor Agreement and subject to any necessary approval from the court) end the appointment of an Administrator by notice in writing in accordance with this Clause 21 3 and appoint a replacement for any Administrator whose appointment ends for any reason under that paragraph

## 22 **Reinstatement**

If any discharge or arrangement is made in whole or in part 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 this Debenture will continue as if the discharge or arrangement had not occurred

## 23 **Additional Chargee Rights**

### 23 1 **Waiver of defences**

The obligations of the Chargor under this Debenture will not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Debenture (whether or not known to the Chargor) This includes

- 23 1 1 any time or waiver granted to, or composition with, any person,
- 23 1 2 the release of any person under the terms of any composition or arrangement,
- 23 1 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, any person,
- 23 1 4 any non-presentation or non-observance of any formality or other requirement in respect of any instruments or any failure to realise the full value of any security,
- 23 1 5 any incapacity or lack of power, authority or legal personality of or dissolution or change in members of any person,
- 23 1 6 any amendment (however fundamental) to any other document or security,
- 23 1 7 any unenforceability, illegality, invalidity or non-provability of any obligation of any person to any other document or security, or
- 23 1 8 any insolvency or analogous procedure in any jurisdiction

### 23 2 **Immediate recourse**

The Chargor waives any right it may have of first requiring the Chargee to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Chargor under this Debenture

### 23 3 **Non-competition**

Unless the Security Period has expired or the Chargee otherwise directs, the Chargor will not, after a claim has been made under this Debenture or by virtue of any payment or performance by it under this Debenture

23 3 1 be subrogated to any rights, security or monies held, received or receivable by the Chargee, or

23 3 2 be entitled to any right of contribution or indemnity in respect of any payment made or monies received on account of the Chargor's liability under this Debenture

#### 23 4 **Unauthorised payment or distribution**

The Chargor shall hold in trust for and immediately pay or transfer to the Chargee any payment or distribution or benefit of security received by it contrary to this Debenture

### 24 **Costs and Indemnity**

#### 24 1 **Costs**

The Chargor shall pay to, or reimburse, the Lender and any Receiver on demand, on a full indemnity basis, all Costs incurred by the Lender and/or any Receiver in relation to

- (a) this Debenture or the Charged Assets,
- (b) protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's or Receiver's rights under this Debenture,
- (c) suing for, or recovering, any of the Secured Liabilities,

(including, without limitation, the Costs of any proceedings in relation to this Debenture or the Secured Liabilities) Such Costs shall bear interest at the default rate of interest specified in Clause 2 2 (*Interest on demands*) and shall be secured as part of the Secured Liabilities

#### 24 2 **Indemnities**

24 2 1 The Lender and any Receiver, and their respective employees and agents, shall be indemnified on a full indemnity basis out of the Charged Assets in respect of all actions, liabilities and Costs incurred or suffered in or as a result of

- (a) the exercise, or purported exercise, of any of the powers, authorities or discretions vested in them under this Debenture,
- (b) any matter or thing done, or omitted to be done, in relation to the Charged Assets under those powers, or
- (c) any default or delay by the Chargor in performing any of its obligations under this Debenture

### 25 **Release**

Subject to Clause 30 3 (*Discharge unconditional*), on 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 the Charged Assets from the Security constituted by this Debenture

## **26 Assignment and Transfer**

### **26 1 Assignment by Lender**

At any time, without the consent of the Chargor but subject to the Intercreditor Agreement, the Lender may assign or transfer the whole or any part of the Lender's rights and/or obligations under this Debenture to any person

### **26 2 Assignment by Chargor**

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

## **27 Set-off**

### **27 1 Set-off Rights**

27 1 1 The Lender may subject to the Intercreditor Agreement set off any matured obligation due from the Chargor (to the extent beneficially owned by the Lender) against any matured obligation owed by the Lender to the Chargor, regardless of the place of payment, booking branch or currency of either obligation

27 1 2 If the Lender has more than one account for the Chargor in its books, the Lender may at any time after

- (a) the security constituted by this Debenture has become enforceable, or
- (b) the Lender has received notice of any subsequent Security or other interest affecting all or any part of the Charged Assets,

transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account which may be in debit (but the Lender shall notify the Chargor of the transfer once made)

### **27 2 Different Currencies**

The Lender may exercise its rights under Clause 27 1 (*Set-off rights*) notwithstanding that the amounts concerned may be expressed in different currencies and the Lender is authorised to effect any necessary conversions at a market rate of exchange selected by it

### **27 3 Unliquidated Claims**

If the relevant obligation or liability is unliquidated or unascertained, the Lender may set-off the amount which it estimates (in good faith and acting reasonably) will be the final amount of that obligation or liability once it becomes liquidated or ascertained

### **27 4 No Set Off**

The Chargor will subject to the Barclays Debenture and the Intercreditor Agreement pay all amounts payable under this Debenture without any set off, counterclaim or deduction whatsoever unless required by law in which event the Chargor will pay an additional amount to ensure that the payment recipient receives the amount which would have been payable had no deduction been required to have been made

**28 New Accounts**

If the Lender receives notice of any subsequent Security, or other interest, affecting all or part of the Charged Assets, the Lender may open a new account for the Chargor in the Lender's books. No money paid to the credit of the Chargor in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities. If the Lender does not open a new account immediately on receipt of that notice, then, unless the Lender gives express written notice to the contrary to the Chargor, all payments made by the Chargor to the Lender shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt of the relevant notice by the Lender.

**29 Currency**

For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Lender may convert any monies received, recovered or realised by the Lender under this Debenture (including the proceeds of any previous conversion under this Clause 29) from their existing currencies of denomination into such other currencies of denomination as the Lender may think fit. Any such conversion shall be effected at the Lender's then prevailing spot selling rate of exchange for such other currency against the existing currency. Each reference in this Clause 29 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

**30 Further Provisions**

**30.1 Independent security**

This Debenture shall be in addition to, and independent of, every other security or guarantee which the Lender may hold for any of the Secured Liabilities at any time. No prior security held by the Lender over the whole or any part of the Charged Assets shall merge in the security created by this Debenture.

**30.2 Continuing security**

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

**30.3 Discharge conditional**

Any release, discharge or settlement between the Chargor and the Lender shall be deemed conditional on no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement

- (a) the Lender or its nominee may retain this Debenture and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Charged Assets, for such period as the Lender deems necessary to provide the Lender with

security against any such avoidance, reduction or order for refund, and

- (b) the Lender may recover the value or amount of such security or payment from the Chargor subsequently as if such release, discharge or settlement had not occurred

**30 4 Certificates**

A certificate or determination by the Lender as to any amount for the time being due to it from the Chargor shall (in the absence of any manifest error) be conclusive evidence of the amount due

**30 5 Rights cumulative**

The rights and powers of the Lender conferred by this Debenture are cumulative, may be exercised as often as the Lender considers appropriate, and are in addition to its rights and powers under the general law

**30 6 Waivers**

Any waiver or variation of any right by the Lender (whether arising under this Debenture or under the general law) shall only be effective if it is in writing and signed by the Lender and applies only in the circumstances for which it was given, and shall not prevent the Lender from subsequently relying on the relevant provision

**30 7 Limitation of Lender responsibility**

The Lender shall not be liable

- (a) to observe or perform any of the obligations or liabilities expressed to be assumed by the Chargor under, or pursuant to any Charged Assets,
- (b) to take any steps necessary to preserve any Charged Assets,
- (c) to enforce any term of any Charged Asset against any person,
- (d) to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to this Debenture, or
- (e) to make any payment in respect of any condition or obligation in relation to the Charged Assets

**30 8 Further exercise of rights**

No act or course of conduct or negotiation by or on behalf of the Lender shall, in any way, preclude the Lender from exercising any right or power under this Debenture or constitute a suspension or variation of any such right or power

**30 9 Delay**

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

**30 10 Single or partial exercise**

No single or partial exercise of any right under this Debenture shall prevent any other or further exercise of that or any other right

**30 11 Partial invalidity**

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Debenture under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties

**30 12 Counterparts**

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

**31 Notices**

**31 1** Any notice or other communication to be given under this Debenture shall be in writing in the English language and shall be delivered personally or sent by pre-paid first class post or by fax

(a) in the case of the Lender to

c/o R20 Limited  
5<sup>th</sup> Floor  
Leconfield House  
Curzon Street  
London  
W1J 5JA

Marked for the attention of Tim Smalley

Fax number 0207 509 1649

(b) in the case of the Chargor

Leon Restaurants Limited  
St Margaret's House  
4<sup>th</sup> Floor  
18-20 Southwark Street  
London  
SE1 1TJ

Marked for the attention of Antony Perring

or as otherwise notified by the relevant party from time to time (in accordance with the provisions of this Clause 31)

**31 2** In the absence of evidence of earlier receipt, a notice or other communication given under this Debenture shall be deemed to have been received

(a) if delivered personally, upon delivery to the address referred to in Clause 31 1,

- (b) if sent by pre-paid first class post, at 9 00 am on the next Business Day after the date of posting,
- (c) if sent by fax, when confirmation of its transmission has been recorded by the sender's fax machine but if, in such a case, deemed receipt would otherwise occur before 9 00 am on a Business Day the notice or other communication shall be deemed to have been received at 9 00 am on that Business Day, and if deemed receipt would otherwise occur after 5 00 pm on a Business Day, or on any day that is not a Business Day, the notice or other communication shall be deemed to have been received at 9am on the next Business Day

### **31 3 Receipt**

Receipt of any notice given under Clause 31, shall be deemed to be received

- (a) if given by hand, at the time of actual delivery,
- (b) if posted, on the second Business Day after the day it was sent by pre-paid first-class post, or
- (c) if sent by fax, when received in legible form

A notice or other communication given as described in Clause 31 3(a) or Clause 31 3(b) on a day which is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day

### **32 Governing Law and Jurisdiction**

32 1 This Debenture and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law

32 2 Subject to Clause 32 3, the English courts shall have exclusive jurisdiction to hear and determine any proceedings and to settle any dispute arising out of or in connection with this Debenture (including a dispute relating to the existence or validity of this Debenture or any non-contractual obligation arising out of or in connection with it)

32 3 Clause 32 2 is for the exclusive benefit of the Lender To the extent allowed by law, the Lender may

- (a) bring proceedings in relation to any matter arising out of or in connection with this Debenture in any other court of competent jurisdiction, and
- (b) bring concurrent proceedings in any number of jurisdictions

32 4 The Chargor shall not

- (a) commence any proceedings in any country other than England in relation to any such matter, and
- (b) raise any objection (on grounds of inconvenient forum or otherwise) to any court in which the Lender brings proceedings



- 32 5 Nothing in this Clause 32 shall exclude or limit any right which the Lender may have (under any applicable law, international convention or otherwise) with regard to the bringing of proceedings, the service of process, the recognition or enforcement of a judgment or any similar or related matter in any jurisdiction
- 32 6 If the Chargor, in breach of this Clause 32, brings proceedings against the Lender in a court outside England
- (a) whether or not those proceedings are defended or that court finds the proceedings to be wrongfully brought, or
  - (b) with the consequence that any issue or dispute is not determined entirely in accordance with English law, whether or not the same results from argument made to the court by the Chargor,
- that Chargor undertakes to pay to the Lender on demand the amount of all costs, expenses or losses incurred by the Lender resulting from the bringing of those proceedings or the application of a law other than English law to the proceedings between the parties
- 32 7 In this Clause 32, "proceeding" means a suit, action or proceeding of any kind, including an application for a provisional or protective measure

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

## Schedule 1: Property

### Part 1. Registered Property

Address / Description	Title No
Ground Floor and Basement 35/36 Great Marlborough Street London W1	NGL841084
12 Ludgate Circus London EC4	NGL719506
Unit 3 Crispin Place Spitalfields London E1 6DW	EGL556933 EGL556933
73-74 Strand London WC2R 0DE	NGL799059
Unit 1 Cabot Hall Canary Wharf London E14	EGL568203
275 Regent Street London W1	NGL866184
86 Cannon Street London EC4	NGL802279
Unit R7 Bankside London SE7	TGL305195
Unit S3 Brent Cross, London	AGL224558
Unit A, 6 More London	TGL381307
Unit 3, 62 Buckingham Gate	NGL938724 NGL940322
Ground Floor 29 and 30 High Holborn London	NGL940359
Unit 2, Zinc House, Cowcross Street, London EC1	AGL321648
Unit 6, Qube, 101-106 Tottenham Court Road, London W1	[ ]
Unit 1, SU1 Mall Level, Victoria Place Shopping Centre, Victoria, London	NGL940359
Unit 2, 77 Kingsway, London WC2	NGL949171
Unit G Tottenham Court Walk, London	[ ]
Units 14 and 15 Brook Industrial Estate Hayes	AGL147768

### Part 2 Unregistered Property

Address / Description
Store rooms 86 Cannon Street London EC4
4 <sup>th</sup> Floor 18-20 Southwark Street London SE1 1TJ
Thurloe Street London SW7 2LT

## Schedule 2: Notices of assignment

### Part 1: Forms of notice to insurers

To **[insert name and address of insurance provider]**

Dated **[•]**

Dear Sirs,

Re **[here identify the relevant insurance policy(ies)]** (the "Policies")

We notify you that, pursuant to a debenture (the **Debenture**) dated **[insert date]** between, amongst others, **[insert name of Chargor]** (the **Chargor**) and **[•]** (the **Lender**), the Chargor has assigned to the Lender [for the benefit of itself and certain other banks and financial institutions (the **Secured Parties**)] all the proceeds payable in respect of the Policies and has charged the Policy and Related Rights (as defined in the Debenture and its other right, title and interest therein as security for certain obligations owed by the Chargor to the **[Lender][Secured Parties]**)

We further notify you that

- 1 the Chargor may not agree to amend or terminate the Policies without the prior written consent of the Lender,
- 2 you may continue to deal with the Chargor in relation to the Agreement until you receive written notice to the contrary from the Lender. Thereafter, the Chargor will cease to have any right to deal with you in relation to the Policies and therefore from that time you should only deal with the Lender,
- 3 you are authorised to disclose information in relation to the Policies to the Lender on request, and
- 4 the provisions of this notice may only be revoked with the written consent of the Lender

Please sign and return the enclosed copy of this notice to the Lender (with a copy to the Chargor) by way of confirmation that

- (a) you agree to act in accordance with the provisions of this notice,
- (b) **[the Lender [is] [will be] composite insured on the Policies,]**
- (c) after receipt of written notice in accordance with paragraph 2 above, you will pay all monies to which the Chargor is entitled under the Policies direct to the Lender (and not to the Chargor) unless the Lender otherwise agrees in writing,
- (d) **[you will notify the Lender in writing 10 business days' before any renewal date and upon any cancelling of the insurance by the Chargor,**

- (e) you shall not invalidate any policy so far as the Lender is concerned for failure to pay any premium due without giving the Lender not less than 14 days' written notice,
- (f) you confirm the policy contains a clause whereby it shall not be vitiated or avoided as against the Lender in the event or as a result of any misrepresentation, act or neglect or failure to make disclosure on the part of any insured party,]
- (g) you have not received notice that the Chargor has assigned its rights under the Policies to a third party or created any other interest (whether by way of security or otherwise) in the Policies in favour of a third party, and
- (h) you have not claimed or exercised nor do you have any outstanding right to claim or exercise against the Chargor, any right of set-off, counter-claim or other right relating to the Policies

The provisions of this notice are governed by English law

Yours faithfully

for and on behalf of  
**[insert name of Chargor]**

**[On acknowledgement copy]**

To **[insert name and address of Lender]**

Copy to **[insert name and address of Chargor]**

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (h) above

for and on behalf of  
**[insert name of insurance provider]**

Dated [●]

## Part 2: Forms of notice to banks operating an account

To [insert name and address of Account Bank] (the **Account Bank**)

Dated [●]

Dear Sirs,

Re [Name of Chargor] - Security over Bank Accounts

We notify you that, pursuant to a debenture (the **Debenture**) dated [insert date] between, amongst others, [insert name of Chargor] (the **Chargor**) and [●] (the **Lender**), the Chargor charged to the Lender [for the benefit of itself and certain other banks and financial institutions (the **Secured Parties**)] all its right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice and to any other accounts from time to time maintained with you by the Chargor (the **Charged Accounts**) and to all interest (if any) accruing on the Charged Accounts

We irrevocably authorise and instruct you

- 1 [to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Lender and to pay all or any part of those monies to the Lender (or as it may direct) promptly following receipt of written instructions from the Lender to that effect, and]
- 2 to disclose to the Lender any information relating to the Chargor and the Charged Accounts which the Lender may from time to time request you to provide, and
- 3 that the provisions of this Notice, may only be revoked or varied with the prior written consent of the Lender

Please sign and return the enclosed copy of this notice to the Lender (with a copy to the Chargor) by way of your confirmation that

- (a) you accept the instructions contained in this notice and agree to act in accordance with the provisions of this notice,
- (b) you have not received notice that the Chargor has assigned its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party,
- (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts, except for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Lender, and

- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against the Chargor, any right of set-off, counter-claim or other right relating to the Charged Accounts

By counter-signing this notice the Lender confirms that the Chargor may make withdrawals from the Charged Accounts until such time as the Lender shall notify you (with a copy to the Chargor) in writing that their permission is withdrawn. That permission may be withdrawn or modified by the Lender in its absolute discretion at any time.

The provisions of this notice and any non-contractual obligations arising out of or in relation to this notice are governed by English law.

#### Schedule

Name	Account Bank	Sort Code	Account Number	Address of branch where account is held

Yours faithfully,

for and on behalf of  
**[Insert name of Chargor]**

Counter-signed by

for and on behalf of  
**[Insert name of Lender]**

**[On acknowledgement copy]**

To **[Insert name of Lender]**

Copy to **[Insert name of Chargor]**

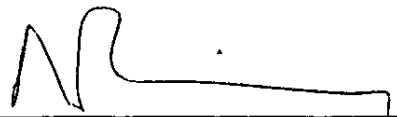
We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (d) above

for and on behalf of  
***[Insert name of Account Bank]***


Dated            [•]

**Execution Page**

Executed as a Deed by )  
Leon Restaurants Limited )  
acting by a director and its secretary )  
or two directors or a director in the  
presence of a witness who attests  
his signature

sign here   
Director  
print name A W PERRING


In the presence of

sign here   
~~Director/Secretary/Witness~~  
print name

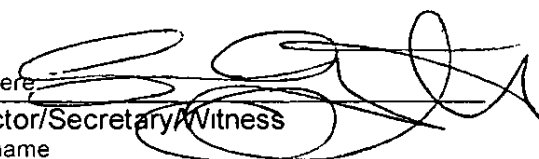
Witness  
print name CENGIZ RAYMIOGLU  
print address  
61 BLOOMSDEN ROAD, LONDON SW18 6HU

profession  
SPECIAL PROJECTS, LEON RESTAURANTS

Executed as a Deed by )  
Bluemoon Investments Limited )  
acting by a director and its secretary )  
or two directors or a director in the  
presence of a witness who attests  
his signature

sign here   
Director  
print name TIMOTHY JOHN SMALLER

In the presence of

sign here   
Director/Secretary/Witness  
print name

Witness  
print name SARAH GERAGHTY  
print address  
FLAT 31, AIRLIE GARDENS  
LONDON W8 7AN  
profession  
PA TO CHAIRMAN