



Registration of a Charge

Company Name: **EDENSTONE SOUTHERN LTD**

Company Number: **05110148**



Received for filing in Electronic Format on the: **12/01/2024**

XCUJYTZD

Details of Charge

Date of creation: **05/01/2024**

Charge code: **0511 0148 0012**

Persons entitled: **HERITABLE DEVELOPMENT FINANCE LIMITED**

Brief description: **FIRST, THE FREEHOLD PROPERTY KNOWN AS MARSHALLS MONO LTD, BRIDGE ROAD, BLEADON, WESTON-SUPER-MARE BS24 0AT REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER AV257164; SECONDLY, THE FREEHOLD PROPERTY KNOWN AS MAGNOLIA COTTAGE, BRIDGE ROAD, BLEADON, WESTON-SUPER-MARE BS24 0AU REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER ST245884; FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **GLOVERS SOLICITORS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5110148

Charge code: 0511 0148 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th January 2024 and created by EDENSTONE SOUTHERN LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th January 2024 .

Given at Companies House, Cardiff on 15th January 2024

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



Companies House



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

HERITABLE DEVELOPMENT FINANCE LIMITED

DEBENTURE

(Fixed and Floating Charges)

(Barring Pari-Passu and Prior Charges)

(Consent Required for Subsequent Charges)

The Schedule

Date:	5 January 2024
Company: (Full name, Registered Office and Registration Number)	EDENSTONE SOUTHERN LTD (company number 05110148) whose registered office is at First Floor, Building 102, Wales 1 Business Park, Magor, Caldicot, Monmouthshire, Wales, NP26 3DG
Specifically Charged Property:	<p>FIRST, the freehold property known as Marshalls Mono Ltd, Bridge Road, Bleadon, Weston-super-Mare BS24 0AT registered at the Land Registry under title number AV257164;</p> <p>SECONDLY, the freehold property known as Magnolia Cottage, Bridge Road, Bleadon, Weston-super-Mare BS24 0AU registered at the Land Registry under title number ST245884;</p> <p>THIRDLY, the freehold property known as The Poplars, Bridge Road, Bleadon, Weston-super-Mare BS24 0AU registered at the Land Registry under title number AV138016; and</p> <p>FOURTHLY, the freehold land on the north side of Old Bristol Road, East Brent, Highbridge registered at the Land Registry under title number ST376719</p> <p>TITLE NUMBERS: AV257164, ST245884, AV138016, ST376719</p>

Company's Solicitors:	<p>Helen Thomas</p> <p>Group Legal Director</p> <p>Edenstone Group</p> <p>Building 102</p> <p>Wales 1 Business Park</p> <p>Magor NP26 3DG</p>
-----------------------	---



Fifth Floor, Berkshire House, 168-173 High Holborn, London WC1V 7AA
 Ref: LL/H10022-159/4

THIS DEBENTURE is made on the date set out in the Schedule BETWEEN: **THE COMPANY** of the one part and **THE LENDER** of the other part

NOW IT IS WITNESSED:-

1. Definitions

Administrator	An administrator appointed to manage the affairs, business and property of the Company pursuant to this Debenture
Charged Assets	The goodwill undertaking property (including the Property defined below) assets revenues and rights of the Company charged to the Lender by this Debenture and more particularly described in clause 2.2 and where the context so admits or requires the term "Charged Assets" includes all or any part or parts of them and also any further property asset or right as is mentioned in clause 8.7
Company	The Company described in the Schedule
Finance Parties	Heritable Capital Limited (company number 08775777) whose registered office is at 4th Floor, 90 Whitfield Street, London, W1T 4EZ and OneSavings Bank Plc (company number 07312896) whose registered office is at Reliance House, Sun Pier, Chatham, Kent ME4 4ET including their respective successors and assigns whether immediate or derivative and any other company or bank into which they may be absorbed or with which they may amalgamate
Interest Rate	Save as may otherwise be awarded by a court or arbitral tribunal or stipulated by statute the rate of interest specified in the Loan Agreement.
Lender	Heritable Development Finance Limited (company number 08606584) whose registered office is at Reliance House, Sun Pier, Medway Street, Chatham, Kent ME4 4ET acting as agent and security trustee for the Finance Parties and where the context admits the term "the Lender" includes its successors and assigns

	whether immediate or derivative and any other company or bank into which it may be absorbed or with which it may amalgamate
Loan Agreement	Any present or future loan agreement or facility letter pursuant to which this Debenture is intended to provide security to the Lender now or at any time in the future (including any agreement or letter amending supplementing or replacing it or them) and so that where the Loan Agreement includes more than one such document the term "the Loan Agreement" shall (as the context so admits or requires) be construed as referring to all or any one or more of them
Property	The Charged Assets (including the Specifically Charged Property) FIRST described in clause 2.2 and where the context so admits or requires the term "the Property" includes all or any part or parts of them
Receiver	A receiver and/or manager appointed pursuant to this Debenture and/or as defined in section 29 of the Insolvency Act 1986 and the expression "Receiver" used in this Debenture includes (where the context admits) an administrative receiver as defined in that section
Securities	The Charged Assets THIRDLY described in clause 2.2
Specifically Charged Property	The freehold and/or leasehold property described in the Schedule and which is specifically charged by this Debenture and where the context so admits or requires the term "the Specifically Charged Property" includes all or any part or parts of it

2. Fixed and Floating Charges

2.1 This Debenture is expressly made for securing present and further advances and as a continuing security for:-

2.1.1 all present and/or future indebtedness of the Company to the Finance Parties and the Lender (in its capacity as security agent and trustee for the Finance Parties) on any account whatsoever as mentioned in clause 3.1

2.1.2 all other liabilities whatsoever of the Company to the Finance Parties and the Lender (in its capacity as security agent and trustee for the Finance Parties) present future actual or contingent

2.1.3 all costs and mortgagees' or chargees' expenses arising under this Debenture as provided below

together in each case with interest on the sum due from day to day from demand until full discharge (as well after as before judgement or the insolvency of the Company) at the Interest Rate

2.2 The Company with full title guarantee HEREBY CHARGES with the payment or discharge of the money obligations and liabilities specified in clause 2.1:-

FIRST the freehold and leasehold property of the Company wherever situate both present and future including but not limited to the Specifically Charged Property and all buildings erections and fixtures (including trade fixtures) and fittings from time to time on or in any such property and all services and means of access and egress to it and from it and all rents and other income derived from any such property or to which the Company may be or become entitled from it together with the right to recover the same (by action or otherwise) in the name of and for the account of the Company

SECONDLY all furniture furnishings equipment and plant of every nature within or on the Specifically Charged Property together with all other plant machinery vehicles computers and office and other equipment of the Company both present and future (excluding stock in trade of the Company and all office supplies and other items consumed or used up during the course of the Company's normal trading activities)

THIRDLY all stocks shares bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests (including but not limited to loan capital) of the Company both present and future in any company firm consortium or entity wherever it is situated including all allotments accretions offers rights benefits and advantages at any time accruing offered or arising in respect of or incidental to them and all stocks shares rights money or property accruing to them or offered at any time by way of conversion redemption bonus preference option or otherwise

FOURTHLY all book and other debts revenues and claims both present and future (including contractual rights and other things in action which may give rise to a debt revenue or claim) due or owing or which may become due or owing to or be purchased or otherwise acquired by the Company and the full benefit of all rights and remedies relating to them including but not limited to any negotiable or non-negotiable instruments guarantees indemnities debentures charges and other security and any reservation of proprietary rights any rights of set-off rights of tracing liens the benefit of any insurance proceeds and all other rights and remedies in respect of them

FIFTHLY the uncalled capital goodwill and connection and all patents patent applications trade marks trade names registered designs design rights and copyrights all trade secrets and know-how and all licences and ancillary and connected rights relating to the intangible property both present and future of the Company

SIXTHLY the undertaking and all other property assets and rights of the Company whatsoever and wheresoever both present and future (including but not limited to the stock in trade of the Company and all office supplies and other items consumed or used up during the course of the Company's normal trading activities) and the Charged Assets First Secondly Thirdly Fourthly and Fifthly described (if and in so far only as the charges on them shall for any reason be ineffective as fixed charges or operate only as floating charges)

2.3 To the extent only that the law permits the charges hereby created shall as regards the Charged Assets FIRST SECONDLY THIRDLY FOURTHLY AND FIFTHLY described in clause 2.2 rank as and be FIRST FIXED CHARGES and:-

2.3.1 as regards all the Property in respect of which a legal estate is now vested in the Company shall constitute a legal charge thereon and

2.3.2 as regards all the Property in respect of which a legal estate is vested in the Company at any future time during the continuance of this security shall constitute a legal charge thereon immediately the documents of title in relation to the same are deposited with the Lender (without any further assurance by the Company or intervention by the Lender save as shall be necessary to register that charge at H M Land Registry)

and as to the premises SIXTHLY described shall be a FIRST FLOATING CHARGE (subject to clause 2.4)

2.4 Notwithstanding anything herein contained if the Company charges pledges or otherwise encumbers (whether by way of fixed or floating security) any of the Charged Assets SIXTHLY described in clause 2.2 or attempts or purports so to do without the prior consent in writing of the Lender or if any creditor or other person attempts to levy any distress execution sequestration or other process against any of the Charged Assets SIXTHLY described in clause 2.2 the charge hereby created over those Charged Assets shall (to the extent that the law permits) automatically and without notice operate as a fixed charge instantly such event occurs

3. The Company's General Covenants

The Company COVENANTS with the Lender:-

3.1 ON DEMAND (save where otherwise specified in the Loan Agreement or agreed in writing between the parties) to pay to the Lender all money and discharge all obligations and liabilities which now are or at any time hereafter may be due owing or

incurred from or by the Company to the Lender or for which the Company may be or become liable to it in whatever currency denominated on any current or other account or in any manner whatever (whether alone or jointly with any other person or corporate body and in whatever style or form and whether as principal or surety) including (without prejudice to the generality of the above) all liabilities in connection with foreign exchange transactions and for accepting endorsing or discounting any notes or bills and/or under bonds guarantees indemnities documentary or other credits or any instruments whatsoever from time to time entered into by the Lender for or at the request of the Company or for any other matter or thing whatsoever including interest to the date of repayment (calculated at the Interest Rate and payable as well after as before judgement or the insolvency of the Company) commission fees and other charges and all legal and other costs charges and expenses on a full indemnity basis together with any Value Added Tax at the applicable rate which may be or become due in respect of all or any such matters

3.2 That the Company will not without the prior consent in writing of the Lender:-

3.2.1 sell assign discount factor pledge charge or otherwise dispose of the Charged Assets Fourthly described or any part thereof or deal with the same otherwise than in accordance with clause 6.2 or

3.2.2 create or attempt to create or permit to subsist any other mortgage debenture charge or pledge upon or permit any lien or other encumbrance (save a lien arising by operation of law in the ordinary course of trading) to arise on or affect the Charged Assets ranking in priority to or pari passu with this Debenture nor (if such consent be given) permit the sum secured by the same (exclusive of accrued interest) to exceed such amount as shall be approved in writing by the Lender or

3.2.3 part with possession of assign transfer sell lease or otherwise dispose of the interest of the Company in the Charged Assets or any part thereof or attempt or agree so to do (except in the case of stock in trade only which may be sold at market value in the usual course of trading as now conducted and for the purpose of carrying on the normal business of the Company and in the case of all office supplies and other items which are consumed and used up during the course of the Company's normal trading activities)

3.2.4 create or permit to exist any mortgage charge debenture or pledge upon any of the Charged Assets which will rank after the charges contained in this Debenture (provided that the consent of the Lender shall not be unreasonably withheld)

3.3 Without prejudice to and in addition to every other remedy of the Lender to pay on a full indemnity basis to the Lender on demand or (as the case may be) to any

Receiver on demand the amount of all expenses properly incurred by the Lender or any Receiver in relation to this Debenture with interest thereon at the Interest Rate from the respective time or times at which such money shall have been expended until the date of repayment and until repayment such sums and interest shall be charged upon the Charged Assets and for the avoidance of doubt IT IS HEREBY AGREED that the expression "expenses" includes all costs moneys charges and expenses properly paid and all liabilities properly incurred by the Lender or any Receiver (including legal costs charges and expenses ascertained as between solicitor and own client) on or in connection with or incidental to the Charged Assets and this Debenture and all expenses herein covenanted by the Company to be paid and in particular in connection with

- 3.3.1 inspecting surveying or obtaining any report of any nature or of any kind whatsoever in connection with the Charged Assets or repairing or maintaining all or any of the Charged Assets or rebuilding or reinstating any part of the Property or any works thereon where the Lender or any Receiver reasonably considers such to be necessary for the benefit or preservation of the Lender's security or to enhance its realisation
- 3.3.2 investigating any matter in relation to the Charged Assets and/or any specific aspect of the Company's affairs (or more than one) and/or considering enforcing or attempting to enforce the rights and powers of the Lender or any Receiver under this Debenture or under the general law
- 3.3.3 doing or considering any other matter or thing whatsoever which the Lender or any Receiver reasonably considers to be for the benefit of or preservation of or the more advantageous realisation of the Lender's security

4. Covenants Regarding the Property

The Company COVENANTS with the Lender as follows in relation to the Property:-

- 4.1 To permit the Lender and its duly authorised agents and representatives at any time upon reasonable prior notice with or without others to enter upon the Property or any part or parts thereof and examine the condition thereof without thereby becoming liable as mortgagee or chargee in possession
- 4.2 To keep the Property in good and substantial repair and good working order and condition and as and when necessary to rebuild renew or replace the same and not to pull down or remove or sell or otherwise dispose of any part of the same without the prior consent in writing of the Lender except in the ordinary course of use repair maintenance or improvement and if the Company shall fail to do so the Lender and its duly authorised agents and representatives shall be entitled (but not bound) at any time to enter upon the Property or any part or parts thereof and execute such works of repair

and maintenance as in the opinion of the Lender may be necessary or proper without thereby becoming liable as mortgagee or chargee in possession

4.3

- 4.3.1 At all times during the continuance of this security to keep the Property insured against loss or damage by fire civil commotion explosion aircraft and articles dropped from aircraft and against storm tempest lightning flooding burst pipes and malicious damage together with cover against all relevant liabilities to third parties and in respect of environmental impairment liabilities of any nature and such other risks and contingencies as the Lender may from time to time require to the extent of the full reinstatement value or the amount of the potential liability with full provision for estimated inflation in respect of such value or liability and in respect of the construction and other costs involved and including a sum to cover the cost of demolition debris removal and architects' engineers' surveyors' and other professional fees (including any Value Added Tax payable on or included in such costs and fees or otherwise) and if the Property is wholly or partly let for three years' loss of rent with insurers previously approved by the Lender in writing in the joint names of the Company and the Lender or at the option of the Lender in the name of the Company with the interest of the Lender in the Property being noted on the insurance policy and with the policy containing such provisions for the protection of the Lender as the Lender may reasonably require to avoid the interest of the Lender being prejudiced by any act of the Company or of any occupier
- 4.3.2 To deposit with the Lender the original of (or at the option of the Lender a certified copy or copies of) the insurance policy or policies relating to the Property and punctually to pay all premiums necessary for the purpose of such insurance (on demand producing to the Lender the receipt for every payment of premium) and likewise to notify the Lender in a timely manner (confirming such notification in writing) if any event occurs or circumstance arises which may give rise to a claim under any such policy or policies or which may affect its or their continuance or validity and thereafter to comply with the reasonable requirements of the Lender
- 4.3.3 To hold all monies which may be received by the Company by virtue of any policy relating to the Property in trust for the Lender and to apply the same (at the option of the Lender but without prejudice to any obligation in the policy of insurance or any other obligation having priority to the obligations imposed by this Debenture) either in making good the loss or damage in respect of which

the same may have been received with any deficiency being made good by the Company or in discharge or reduction of the monies hereby secured

4.3.4 PROVIDED THAT if the Company shall at any time refuse or neglect to keep the said insurances on foot or to comply in any material respect with the covenants hereinbefore contained the Lender shall have power to insure against the covers and risks mentioned in clause 4.3.1 and the Company will on demand pay to the Lender every sum expended by the Lender in so doing

4.3.5 AND PROVIDED THAT if the Company has a leasehold interest in the Property and at all times the interest of the Lender is noted on the relative policy of insurance and it gives cover against such risks as the Lender shall require and contains in favour of the Lender such provisions for the protection of the Lender as the Lender may reasonably require and insurance is to the full reinstatement value of the Property the Lender will accept in compliance with the terms of this clause the insurance maintained in accordance with the lease under which the Company holds the Property

4.3.6 AND PROVIDED FURTHER that every insurance of the Property effected by the Company (whether or not pursuant to the above covenant) shall be deemed to be insurance which the Company is liable to maintain under this Debenture

4.4 To pay when due all outgoings (whether of a capital or revenue nature and even if wholly novel) payable to the landlord of the Property (if the same is leasehold land) and/or to the local or any other authority or to a statutory undertaker in respect of the Property or the supply of services to the Property and to reimburse to the Lender on demand any such sum paid by the Lender

4.5 To comply with and (where appropriate) enforce each and every covenant and provision contained in any document affecting the Property and comply with all bye-laws and planning local authority and statutory requirements affecting the Property its use and occupation and the employment of persons at the Property

4.6

4.6.1 If the Property or any part thereof is let to take such action (including legal proceedings) as may be reasonably necessary to procure the payment of rent by and to enforce the observance and performance of terms conditions and covenants on the part of every tenant of the Property or such part and to observe and perform the terms conditions and covenants on the part of the Company in respect of such letting

4.6.2 To pay into such account in the name of the Company or in such other name as the Lender shall from time to time direct all monies which the Company may receive by way of rent licence fees hire or leasing charges and income in

- any other form or other like payment in respect of the Property or any part thereof and pending such payment to hold such moneys in trust for the Lender
- 4.6.3 If so required by the Lender to instruct all or any tenants licensees and/or other occupiers of any part of the Property and/or those having responsibility for the collection of revenues from them to pay all sums due by way of rent licence fees hire or leasing charges and income in any other form or other like payment in respect of the Property or any part thereof to such account with the Lender in the name of the Company or to such other account and in such name as the Lender shall from time to time direct provided that the Lender shall not in the exercise of its rights under this clause become or be deemed to become a mortgagee in possession
- 4.6.4 Not (without the prior consent in writing of the Lender) to charge or otherwise dispose of or release exchange compound set-off or grant time or indulgence in respect of or otherwise deal with all or any part of any rent licence fees hire or leasing charges and income in any other form or other like payment in respect of the Property or any part thereof nor (without the like consent and then only subject to such further requirements as the Lender may impose) to withdraw charge or otherwise dispose of any part of the moneys standing to the credit of any such account as is mentioned in clauses 4.6.2 and 4.6.3 or attempt to do so
- 4.6.5 If the Property or any part is leasehold to take such action as aforesaid to enforce the observance and performance of terms conditions and covenants on the part of the landlord of the Property or such part and to pay the rents reserved by and generally observe and perform the terms conditions and covenants on the part of the Company contained in the lease under which the Company holds the Property or such part
- 4.7 Not without the written consent of the Lender to part with possession of the Property or any part or grant a tenancy or lease or accept a surrender of any tenancy or lease relating to the Property or any part thereof nor to release or vary any of the terms of nor grant any consent licence or permission under any such tenancy or lease nor agree any rent review nor exercise any power to determine or extend the same to the intent that the statutory and other powers otherwise available to the Company in respect of all or any of such matters shall not be exercisable during the continuance of this security without the Lender's consent in writing
- 4.8 Save as permitted under clause 4.7 hereof not to part with or share possession or occupation of the Property or part thereof nor to grant to any person any licence right or interest to occupy the Property or any part thereof nor create or permit to arise any overriding interest (as defined in the Land Registration Acts 1925 to 1997)

- 4.9 Not without the written consent of the Lender to:-
- 4.9.1 grant or suffer to be created or acquired any option proprietary right or interest or any easement right licence privilege or profit a prendre which shall affect or in any way relate to the Property or any part nor do or cause or permit to be done anything which may in any way depreciate jeopardise or otherwise prejudice the value of the Property to the Lender as security
- 4.9.2 exercise any option which in any way relates to the Property or any part of it (including any option regarding the application of Value Added Tax to any disposal of any interest in the Property or any part of it or to any rental in respect of the Property or any part of it)
- 4.10
- 4.10.1 Not to bring onto the Property any hazardous substance in a quantity notifiable under the Notification of Installations Handling Hazardous Substances Regulations 1982 and/or any regulations made under the Planning (Hazardous Substances) Act 1990 without the prior written consent of the Lender and (without prejudice to the Lender's power to refuse its consent) any such consent may be subject to conditions the nature and scope of which are to be at the Lender's entire and unfettered discretion
- 4.10.2 Not to use any part of the Property for a contaminative use and/or the deposit of waste material of any nature or any operation which might involve the deposit of waste material within the scope of any regulation issued by any competent authority without the prior written consent of the Lender as mentioned in clause 4.10.1
- 4.10.3 To comply at the expense of the Company in a timely and effective manner with the requirements of any competent authority in respect of any matter falling within the scope of the Company's obligations under clauses 4.10.1 or 4.10.2 including (without in any way limiting the scope of the Company's obligations under this clause) any requirement on the part of the Environment Agency and any health and safety executive.
- 4.10.4 If so required by the Lender at any time and from time to time to procure at the expense of the Company and for the benefit of the Company and the Lender any environmental audit assessment or investigation which the Lender may deem necessary in order to determine the extent of (or any deficiencies in) the Company's compliance with its obligations under this clause 4.10 or to satisfy the Lender or any other person (including any competent authority) as to the extent of any environmental liability or risk applicable at any time in respect of any part of the Property

4.11 Not without the written consent of the Lender to make any application under the Town and Country Planning Acts 1990 or any subsequent planning legislation to change the authorised use of or to carry out development upon the Property nor to apply for a lawful development certificate

4.12 To notify the Lender forthwith of any notice order proposal or information received by the Company in respect of proposals for the compulsory acquisition of or otherwise relating to or affecting the Property or any part thereof or any application by a person other than the Company for planning permission affecting the Property or any part thereof and at the request of the Lender to make or join with the Lender in making such objections or representations against or in respect of any such proposal as the Lender shall consider expedient and any compensation received by the Company as a result of any such notice order or proposal shall be held in trust for and paid to the Lender in reduction of the monies obligations and liabilities secured by this Debenture

4.13 To inform the Lender forthwith if the Company acquires or agrees to acquire any interest in freehold or leasehold property and to deposit with the Lender and to permit the Lender during the continuance of this security to hold and retain all deeds and documents of title relating to the Property or any part thereof and such other documents relating to the Property as the Lender may from time to time require

4.14 At any time if and when required by the Lender to provide such instructions and authorities addressed to or in favour of the Lender or otherwise and in such form as the Lender shall require (including any such as are required for or relate to the due performance of the Company's obligations under any other covenant in this Debenture) and to execute such further legal or other mortgages charges transfers or assignments (in favour of the Lender or as the Lender shall direct) as the Lender shall from time to time require over all or any part of the Property or any interest therein which may come into the possession of or be under the control of the Company (including any interest which is or is related to a freehold or leasehold interest in the Property which is superior to the current leasehold interest of the Company in the Property) and all rights and remedies relating thereto both present and future (including any vendor's lien) to secure all moneys obligations and liabilities hereby covenanted to be paid or otherwise hereby secured such further mortgages charges transfers or assignments to be prepared by or on behalf of the Lender at the cost of the Company and to contain an immediate power of sale without notice a clause excluding section 93 and the restrictions contained in section 103 of the Law of Property Act 1925 and such other clauses for the benefit of the Lender as the Lender may reasonably require

5. Covenants Regarding the Charged Assets Generally

The Company COVENANTS with the Lender as follows in relation to the Charged Assets (including the Property where relevant):-

5.1 To observe and perform all covenants and stipulations from time to time affecting its patents patent applications trade marks trade names registered designs and copyrights and all other industrial or intangible property or any licence or ancillary or connected rights from time to time relating to industrial or intangible property and to preserve maintain and renew when necessary or desirable all such licences and rights

5.2 To keep all furniture furnishings equipment plant machinery vehicles computers and office and other equipment and every part thereof in good and substantial repair and in good working order and condition and not to remove or sell or otherwise dispose of any of the same without the prior consent in writing of the Lender except in the ordinary course of use repair maintenance or improvement and if the Company is at any time in default in complying with this covenant the Lender shall be entitled but not bound to repair and maintain the same with power for the Lender its agents and their respective employees to enter any of the Company's property for that purpose or to inspect the same and all expenses thus incurred by the Lender shall be properly incurred for the purposes of this Debenture

5.3

5.3.1 At its own expense to insure and keep insured all Charged Assets of an insurable nature with insurers previously approved by the Lender in writing against all prudent risks (having regard to the nature of the Charged Assets in question) and such other risks and contingencies as the Lender shall from time to time request to the full replacement value thereof from time to time in the joint names of the Company and the Lender or at the option of the Lender in the name of the Company with the interest of the Lender noted on the policy or policies and with the policy or policies containing such provisions for the protection of the Lender as the Lender may reasonably require

5.3.2 To maintain such other insurance policies (with the interest of the Lender noted thereon) containing like provisions for the protection of the Lender as are normally maintained by prudent companies carrying on similar businesses and duly pay within one week of the same becoming due all premiums and other moneys necessary for effecting and keeping up such insurances and on demand produce to the Lender the policies of such insurance and proof of such payments failing which the Lender may take out or renew such insurances in any sum which the Lender may think expedient and all money expended by the Lender under this provision shall be reimbursed by the Company on demand

- 5.3.3 All moneys to be received by virtue of any insurance maintained or effected by the Company (whether or not in pursuance of the obligations hereunder) shall be paid to the Lender (or if not paid by the insurers directly to the Lender held on trust for the Lender) and shall at the option of the Lender be applied in replacing restoring or reinstating the Charged Assets destroyed damaged or lost (any deficiency being made good by the Company) or in reduction of the moneys obligations and liabilities hereby secured
- 5.4 To pay punctually and indemnify the Lender and any Receiver against all existing and future rental charges licence fees royalties and all other duties charges assessments impositions and outgoings whatsoever (whether imposed by agreement statute or otherwise and whether in the nature of capital or revenue and even if wholly novel) now or at any time during the continuance of this security payable in respect of the Charged Assets or any part thereof or by the owner or user thereof (including all calls instalments and other payments that may be made or become due in respect of the Securities) and any such sums paid by the Lender or any Receiver shall be reimbursed by the Company on demand
- 5.5 Not (without the prior consent in writing of the Lender) to vary surrender cancel assign charge or otherwise dispose of or permit to be forfeit its interest in any credit sale hire purchase leasing rental licence or like agreement for any material equipment used in its business but generally to fulfil its obligations under every such agreement and when required produce to the Lender proof of all payments from time to time due from the Company under it
- 5.6 Not (without the prior consent in writing of the Lender) to form or acquire any subsidiary or transfer sell lease or otherwise dispose of any Charged Assets to any subsidiary save on terms previously approved in writing by the Lender
- 5.7 Not (without the prior consent in writing of the Lender) to permit any person to become entitled to any proprietary right or interest which might affect the value of any of the Charged Assets nor to do or cause or permit to be done anything which may in any way depreciate jeopardise or otherwise prejudice the value to the Lender of any security hereby created
- 5.8 To inform the Lender forthwith if the Company acquires or agrees to acquire any share or security falling within the Securities and to deposit with the Lender and permit the Lender during the continuance of this security to hold and retain the following:-
- 5.8.1 all insurance policies relating to the Charged Assets
- 5.8.2 all stock and share certificates and documents of title relating to the Securities and such deeds of transfer in blank and other documents as the Lender may from time to time require for perfecting its title to the Securities (duly

executed by or signed on behalf of the registered holder) or for vesting or enabling it to vest the same in itself or its nominee or trustee or in any purchaser

5.8.3 all assurance policies from time to time effected by the Company on the lives of key employees and

5.8.4 all such other documents relating to the Charged Assets as the Lender may from time to time require

5.9 To procure that all votes which may be cast by or on behalf of the Company as a shareholder in any other corporate body to which any of the Securities relate and all votes which may be cast by or on behalf of any nominee of the Company as a director of any such corporate body shall be so cast as to procure the due and timely registration by any such corporate body of any transfer of that part of the Securities to the Lender or to any trustee for or nominee of the Lender or any purchaser (subject only to the due stamping of the relevant transfer or transfers) and so as to prevent any variation in the share capital of (including the issue of unissued shares) or the rights of shareholders in any such corporate body

5.10 At any time if and when required by the Lender to provide such instructions and authorities in favour of the Lender or otherwise and in such form as the Lender shall require and to execute such further fixed or floating charges or assignments in favour of the Lender as the Lender shall from time to time require over all or any of the Charged Assets both present and future including but not limited to the Securities and the book and other debts revenues and claims of the Company and all rights and remedies relating thereto both present and future (including any vendor's lien) to secure all moneys obligations and liabilities hereby covenanted to be paid or otherwise hereby secured such further charges or assignments to be prepared by or on behalf of the Lender at the cost of the Company and to contain an immediate power of sale without notice a clause excluding section 93 and the restrictions contained in section 103 of the Law of Property Act 1925 and such other clauses for the benefit of the Lender as the Lender may reasonably require

6. Covenants Regarding the Company's Business

The Company FURTHER COVENANTS with the Lender as follows:-

6.1 To conduct and carry on its business in a proper lawful and efficient manner and not to make any substantial alteration in the nature of or mode of conduct of that business and to keep or cause to be kept proper books of account relating to such business

6.2 To get in and realise all book and other debts and claims hereby charged in the ordinary course of its business and at the request of the Lender pay into the such

account as the Lender shall from time to time direct all moneys which it may receive in respect of the same forthwith on receipt and pending such payment to hold such moneys on trust for the Lender and not (without the prior consent in writing of the Lender) to charge or otherwise dispose of or release exchange compound set off or grant time or indulgence or otherwise deal with all or any of the same or purport so to do

6.3 To furnish to the Lender copies of the profit and loss account balance sheet and directors' report in respect of each financial year of the Company its holding company or companies and such of the subsidiaries of the Company or its holding company or companies as the Lender may from time to time require all such reports balance sheets and accounts to be prepared in accordance with generally accepted accounting principles and showing a true and fair view of their respective affairs the relevant profit or loss and the source and application of funds certified by duly qualified auditors approved by the Lender and to be furnished forthwith upon the same becoming available and not in any event later than the expiration of four months from the end of such financial year and also at the time of issue copies of all statements and circulars to shareholders or to any class of creditors and from time to time such other information statements forecasts and projections of the Company its holding company or companies and the subsidiaries of the Company or its holding company or companies as the Lender may require

6.4 Not (without the prior consent in writing of the Lender) to call or receive in advance of calls all or any part of the uncalled capital of the Company nor to redeem or purchase its own shares nor pay an abnormal amount by way of dividend

6.5 If required by the Lender to procure that each subsidiary of the Company shall guarantee to the Lender payment of all moneys obligations and liabilities hereby covenanted to be paid and charge all its undertaking property and assets to secure the same in such manner as the Lender shall from time to time require and in so doing to procure that evidence satisfactory to the Lender shall be provided by each subsidiary to demonstrate the commercial benefit inherent in so doing

6.6 To keep the Lender fully informed with regard to all aspects of the trading activities of and the general affairs and prospects of the Company and from time to time and at any time if so required by the Lender:-

6.6.1 To provide such further information financial statements and copy documents as the Lender shall require and

6.6.2 To afford to the Lender and its officers and agents full and unrestricted access to the accounting and other records of the Company with all necessary facilities for taking copies of them and/or extracts from them

7. Power of Sale and Power to Appoint a Receiver or Administrator

7.1 Section 103 of the Law of Property Act 1925 shall not apply to this Debenture and the statutory power of sale and other powers (whether given by statute or expressed in this Debenture) shall be exercisable without further notice at or at any time after demand for payment of any money or the performance of any obligation or discharge or any liability secured by this Debenture whether or not the Company shall have been accorded sufficient time or any time in which to satisfy the demand made and the date of such demand shall (without prejudice to the equitable right of redemption) be the redemption date

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

7.3 At or at any time after the sums secured hereby have become payable or if an application or petition is made for the appointment of an administrator in respect of the Company or if any person who is entitled to do so gives written notice of its intention to appoint an administrator of the Company or files a notice to that effect with the Court or if requested by the Company the Lender may:

7.3.1 appoint any person to be a Receiver of the Charged Assets or any part thereof (with power to authorise any joint Receiver to exercise any power independently of any other joint Receiver)

7.3.2 remove any Receiver so appointed and appoint another in his place as to the whole or any part of the Charged Assets

7.3.3 appoint any one or more persons to be an Administrator of the Company pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986

7.4 Any Receiver or Administrator so appointed shall have all the powers conferred from time to time on receivers by statute (as varied and extended by this Debenture) and in addition (so far as requisite and/or applicable to the Charged Assets) the powers conferred on an administrator and an administrative receiver by sections 14(1) and 42(1) of the Insolvency Act 1986 and power on behalf of the Company (notwithstanding the insolvency of the Company) to do or omit to do anything which the Company could do or omit to do in relation to the Charged Assets or any part thereof

7.5 In the event that the Lender becomes a bank or is absorbed by or amalgamated into a bank or assigns this Debenture and any loan intended to be secured by it to a bank and without prejudice to any other remedy of the Lender and notwithstanding that the statutory power of sale and other powers may not then be exercisable as provided in clause 7.1 the Lender shall be entitled upon the Company's default in the payment of interest or any other sum without demand or notice to the Company to appropriate all or any part of the moneys standing to the credit of any

account mentioned in clause 4.6.2 and/or clause 4.6.3 and/or clause 6.2 (if such account is held with the Lender) in or towards the payment of any interest or other sum then due from the Company to the Lender

8. Powers of the Lender and of a Receiver

At or at any time after demand as aforesaid the Lender and any Receiver appointed hereunder may (without thereby becoming liable as mortgagee in possession and/or to account for any sums other than actual receipts) exercise the following powers without the need to observe any of the provisions of sections 99 and 100 of the Law of Property Act 1925:-

8.1 To sell exchange convert into money or otherwise dispose of or deal with the whole or any part of the Charged Assets alone or in parcels either by public auction or private contract for such consideration and generally on such terms and conditions as the Lender or the Receiver (as the case may be) deems fit and either for a lump sum or for a sum payable in instalments or for a sum on account and a mortgage or charge for the balance or for debentures or other obligations or shares stock securities or other valuable consideration and with power to buy rescind or vary any contract for sale and to resell the whole or any part of the Charged Assets without being responsible for any loss which may be occasioned to the Company thereby and so that covenants and contractual obligations may be granted and assumed in the name of and so as to bind the Company (or other the estate owner in the case of land) if the Lender or the Receiver (as the case may be) shall consider it necessary or expedient so to do

8.2 To make agreements for leases and to grant leases of the whole or any part of the Charged Assets and surrender and accept surrenders of leases and grant vary or terminate any options and/or licences upon such terms (including the length of the term of any lease or licence and payment of any premium) and at such rents commissions or fees as the Lender shall think fit and in the case of land without any further consent by or notice to the Company to exercise on behalf of the Company all the powers and provisions conferred on a landlord or a tenant by the Landlord and Tenant Acts 1927 to 1995 the Rent Acts 1974 to 1985 the Housing Acts 1985 to 1996 the Agricultural Holdings Acts 1948 to 1986 the Agricultural Tenancies Act 1995 the Agriculture Acts 1947 to 1986 and any other legislation from time to time in force relating to the rights of landlords and tenants rents housing and agriculture in respect of any part of the Property but without any obligation to exercise any of such powers and without any liability in respect of powers so exercised or omitted to be exercised

8.3 As agents for the Company to remove store sell or otherwise deal with any furniture equipment or goods of the Company (including motor vehicles) and the Lender and the Receiver shall not be liable for any loss or damage occasioned to the Company

and the Company shall indemnify the Lender or the Receiver (as the case may be) against all expenses incurred by them in relation to such furniture equipment or goods and such expenses shall be deemed to have been properly incurred for the purposes of this Debenture

8.4 Upon any sale made or lease granted in exercise of the powers conferred in that behalf by this Debenture or by statute the Lender or the Receiver (as the case may be) may sever and sell any fixtures upon the Property and in the case of a sale or lease of part only of the Property may make such arrangements as the Lender or the Receiver (as the case may be) shall think fit for the apportionment of any rent affecting the part sold or for charging the rent wholly upon part only of the Property and for the indemnification of any purchaser or purchasers against the whole or any part of the rent or the performance or observance of any of the covenants or agreements affecting the Property either by the limitation of a new rent or by powers of entry and distress and entry and taking the income thereof or otherwise

8.5 To obtain all necessary planning permissions building regulation approvals and any other permissions consents or licences as may be necessary to develop the Property (with or without any further property as is mentioned in clause 8.7) as the Lender or the Receiver (as the case may be) shall think fit

8.6 To deal generally with and manage and to carry on all such development upon any part of the Property jointly with any other property as the Lender or the Receiver (as the case may be) may deem proper to carry on and to complete with or without modification any building or other works thereon which may be unfinished (with power to use any machinery and incorporate in any building any unfixed materials) and in particular to take over vary cancel or complete any contract relating thereto without being responsible for loss or damage and the cost thereof (including payment upon architects' and other professional certificates) shall be reimbursed by the Company and shall be charged upon the Charged Assets

8.7 To acquire any property asset or right (including the securing of vacant possession of any property) which the Lender or the Receiver may deem necessary or desirable for the more advantageous realisation of all or any part of the Charged Assets and to combine with and/or to sell or otherwise dispose of or deal with any such property asset or right with or without the Charged Assets or any part of them in such manner as the Lender or the Receiver may deem fit and all costs thus incurred shall be deemed to have been properly incurred for the purposes of this Debenture and until reimbursed by the Company shall be charged upon the Charged Assets

8.8 To pursue settle adjust or compromise any claim of against or arising out of any of the Charged Assets on such terms as the Lender or the Receiver shall think fit and to bring prosecute enforce or defend any such claim

8.9 To enter into any lawful agreement which the Lender deems fit to vary the priority of all or any claims against the Company as between the Lender and any other secured creditor of the Company and to execute any such agreement in the name of the Company

8.10 To take all such steps as the Lender or the Receiver (as the case may be) shall from time to time and at any time deem appropriate in order to contain reduce neutralize or eliminate any apparent potential or consequential damage or injurious effect to the Property its surroundings and/or the environment as a result of the escape or spillage of any hazardous substance or the presence of any waste material of any nature and in so doing to undertake any measures necessary to comply with the requirements of any competent authority

8.11 In the event that the Lender becomes a bank or is absorbed by or amalgamated into a bank or assigns this Debenture and the any associated loan to a bank to appropriate the whole or any part of the moneys standing to the credit of any account mentioned in clause 4.6.2 and/or 4.6.3 and/or 6.2 (if held by the Lender in the name of the Company) in or towards the satisfaction of the Company's indebtedness to the Lender and if the Lender does not do so then (unless the Lender gives express notice to the contrary to the Company) it shall nevertheless be treated as if it had done so at the time of demand as aforesaid

9. Additional Powers of the Lender and of a Receiver

9.1 The Lender may (if it so elects) exercise all or any of the powers conferred on a Receiver hereunder as mentioned in clause 7.3 and (without thereby becoming liable as mortgagee in possession and/or to account for any sums other than actual receipts) the Lender and any Receiver appointed hereunder shall have in addition to the powers referred to in clause 8 hereof and to powers conferred by statute the following powers:

- 9.1.1 to take possession of collect and get in the Charged Assets or any part thereof and all rents and other income thereof accrued at any time and for that purpose to take defend or discontinue any proceedings or submit to arbitration in the name of the Company or otherwise as the Lender or the Receiver shall think fit
- 9.1.2 to exercise in respect of the Securities all voting or other powers or rights available to a registered holder thereof in such manner as the Lender or the Receiver may think fit
- 9.1.3 to carry on manage develop reconstruct amalgamate or diversify the business of the Company or any part thereof or concur in so doing and to make any arrangement or compromise or enter into or cancel any contract as the Lender or the Receiver may think fit

- 9.1.4 to make allowance to and re-arrangements with any lessees tenants or other persons from whom any rents licence fees profits commissions or other payments may be receivable
- 9.1.5 to institute carry on and conduct services of lighting heating cleansing and maintenance and all other services which may be deemed proper for the efficient use or management of the Charged Assets or any part thereof
- 9.1.6 to effect maintain renew and vary all requisite insurances in respect of the Charged Assets including such insurances as are mentioned in clauses 4.3.1, 5.3.1 and 5.3.2
- 9.1.7 to effect repairs renewals and improvements to and generally to manage the Charged Assets and to do all such other acts and things as may be considered to be incidental or conducive to any matters or powers aforesaid and which the Lender or the Receiver may or can do as agent for the Company
- 9.1.8 to borrow money on the security of the Charged Assets (with or without the addition of any other property mentioned in clause 8.7) or any part of them from the Lender or from any other lender either in priority to this security or not (as the Lender may determine) for any of the purposes mentioned in this clause or in clause 8 hereof and upon such terms as may be deemed appropriate
- 9.1.9 to employ upon such terms as the Lender or the Receiver shall deem fit for the protection of the Property and for all or any of the purposes referred to herein solicitors architects surveyors quantity surveyors estate agents contractors builders managers and workmen and others and purchase all proper materials and equipment as the Lender or Receiver shall deem necessary shall deem necessary
- 9.1.10 to promote the formation of companies with a view to the same purchasing leasing licensing or otherwise acquiring interests in all or any of the Charged Assets or otherwise to arrange for such companies to trade or cease to trade and to purchase lease licence or otherwise acquire all or any of the Charged Assets on such terms and conditions whether or not including payment by instalments secured or unsecured as the Lender or Receiver may think fit
- 9.1.11 to make calls conditionally or unconditionally on the members of the Company in respect of uncalled capital
- 9.1.12 to sign any document execute any deed and do all such other acts and things as may be considered by the Lender or by the Receiver to be incidental or conducive to any of the matters or powers aforesaid or to the realisation of the Lender's security and use the name of the Company for all the above purposes

9.2 All money expended by the Lender or the Receiver (including interest paid on any borrowings) shall on demand be repaid by the Company with interest thereon at the Interest Rate from the respective times at which such money shall have been expended until the date of repayment and until repayment such sums and interest shall be charged on the Charged Assets

9.3 All money or other consideration of whatsoever nature received by the Lender or by any Receiver appointed by the Lender in the exercise of any powers conferred by this Debenture shall forthwith become charged with the payment of all monies obligations and liabilities secured hereby and shall be applied after the discharge of the expenses of the Lender and the remuneration and expenses of the Receiver and all liabilities (if any) having priority thereto in or towards satisfaction of such of the moneys obligations and liabilities hereby secured and in such order as the Lender in its absolute discretion may from time to time conclusively determine (save that the Lender may credit the same to a suspense account for so long and in such manner as the Lender may from time to time determine and the Receiver may retain the same for such period as he and the Lender consider expedient)

9.4 Any Receiver appointed hereunder shall so far as the law allows be deemed to be the agent of the Company for all purposes and the Company shall be solely responsible for his acts defaults and remuneration and the Lender shall not be under any liability for his remuneration or otherwise and where (on account of the liquidation of the Company or otherwise) the law does not allow such interpretation any Receiver appointed hereunder shall be deemed to act as principal and not as agent of the Lender

9.5 The remuneration of the Receiver shall be appropriate to the work and responsibilities involved and charged at such rates as may be agreed between him and the Lender at or at any time after his appointment

9.6 The Company hereby agrees on demand to indemnify both the Lender and any Receiver against all losses actions claims expenses demands and liabilities whether in contract tort or otherwise now or hereafter incurred by it or him or by any manager agent officer or employee for whose liability act or omission it or he may be answerable for anything done or omitted in the exercise or purported exercise of the powers herein contained or occasioned by any breach by the Company of any of its covenants or other obligations to the Lender

10. Appointments Consents and Notices

10.1 The Lender may appoint remove and replace a Receiver hereunder by writing under the hand of an authorised officer of the Lender

10.2 Any consent to be given by the Lender hereunder may be given by writing under the hand of an authorised officer of the Lender

10.3 A demand for payment or any other demand or notice under this Debenture shall be effective notwithstanding the insolvency or other incapacity of the Company and shall be made or given in writing by any agent or solicitor or authorised officer of the Lender and served on any one of the Company's Directors or the Company Secretary personally or delivered or sent by first class letter post cable telex or facsimile transmission to its registered office or the address or place of business of the Company last known to the Lender or delivered or sent as aforesaid to the address of the Company stated in the Schedule and a demand or notice so addressed and posted shall be deemed to be delivered forty eight hours after posting and shall be effective notwithstanding that it be returned undelivered and notwithstanding the insolvency of the Company and in proving such service it shall be sufficient to prove that the notice or demand was properly addressed and posted and any notice or demand sent by cable telex or facsimile transmission shall be deemed to have been served at the time of despatch and shall be effective notwithstanding any incomplete or distorted transmission and in proving such service it shall be sufficient that the notice or demand (if by cable) was properly addressed and dispatched or (if by telex or facsimile transmission) was transmitted to the number last known to the Lender from which the correct answerback or other appropriate acknowledgement of receipt was obtained

10.4 Any such notice or demand or (in the absence of manifest error) any certificate as to the amount at any time secured hereby shall be conclusive and binding upon the Company if signed by any agent or solicitor or authorised officer of the Lender

10.5 The Lender shall only be deemed to have had notice of any matter relating to this Debenture or to the Company if the Lender has in fact received notice in writing of such matter at its London branch office or at such other address as shall be notified by the Lender to the Company from time to time

11. Continuing Security and Lender's Powers

11.1 This Debenture shall be a continuing security to the Lender notwithstanding the insolvency of the Company and shall not be prejudiced by repayment or partial repayment of sums from time to time owing by the Company to the Lender or by the settlement of any account and is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any collateral or other securities now or hereafter held or available for any of the moneys hereby secured (even if the same shall be taken without the consent or against the prohibition of the Company in respect of moneys for which the Company is or shall be liable as surety only) and this Debenture shall not be in any way prejudiced or affected thereby or by the invalidity thereof or by the Lender now or hereafter dealing with exchanging releasing varying or abstaining from perfecting or enforcing any of the same or any rights which it may now

or hereafter have or giving time for payment or indulgence or compounding with any other person liable

11.2 The Lender may from time to time give time for payment of any bill or bills of exchange or any promissory note or notes or any other security or securities which may have been discounted for or received in account from the Company by the Lender or on which the Company shall or may be liable as drawer or endorser or otherwise liable thereon as the Lender shall in its discretion think fit without in any manner releasing the Company or affecting the security hereby created and nothing herein contained shall operate so as to merge or otherwise prejudice or affect any bill note guarantee mortgage or other security which the Lender may for the time being have for any money or liabilities due or incurred by the Company to the Lender or any right or remedy of the Lender under them

11.3 The Lender may upon receiving notice of any charge or other interest affecting the Property or any part thereof (whether or not the Lender has consented hereunder to such charge or the creation of such other interest) close the then current account and open a new account with the Company and if the Lender does not open a new account then (unless the Lender gives express notice to the contrary to the Company) it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time no money paid in or carried to the credit of the Company in such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Lender on the said closed account at the time when it received such notice as aforesaid

11.4 In the event that the Lender becomes a bank or is absorbed by or amalgamated into a bank or assigns this Debenture and the any associated loan to a bank and the Company shall have more than one account with the Lender (whether in the name of the Lender for the account of the Company or of the Company jointly with others and whether current deposit loan or of any other nature whatsoever whether subject to notice or not and whether in sterling or in any other currency and wheresoever situate) the Lender may at any time and without any prior notice in that behalf forthwith transfer all or any part of any balance standing to the credit of any such account to any other such account which may be in debit or in respect of which there are outstanding obligations or liabilities (be they present future actual contingent primary collateral several or joint) where such combination or transfer requires the conversion of one currency into another such conversion shall be calculated at the then prevailing spot rate of exchange of the Lender (as conclusively determined by the Lender) for purchasing the currency for which the Company is liable with the existing currency so converted

11.5 The Lender may at any time seek from any person having dealings with the Company (including any other mortgagee or chargee) such information about the Company's affairs as the Lender may think fit and the execution of this Debenture by the Company shall constitute an authority and request on the part of the Company to any such person to supply the requested information to the Lender without the need for any further authority other than a copy of this Debenture certified by an authorised officer of the Lender or by the Lender's solicitors

11.6 The execution of this Debenture by the Company shall constitute an authority on the part of the Company to the Lender to disclose to any bank or financial institution to whom the Lender is proposing to assign all or any of its rights hereunder or to offer or grant a participation in any loan secured by this Debenture such information concerning the affairs of the Company insofar as they relate to the Loan Agreement the Charged Assets and their incumbrances in such manner and to such extent as the Lender shall from time to time deem fit

12. Payments

12.1 The certificate of an officer of the Lender as to the money obligations and liabilities for the time being due owing or incurred to the Lender from or by the Company hereunder shall be conclusive evidence (in the absence of manifest error) in any legal proceedings against the Company

12.2 All sums payable by the Company under this Debenture whether in respect of principal interest or otherwise shall be paid in full without any deduction or withholding whatsoever whether on account of any income or other taxes or charges or otherwise and in the event of the Company being compelled by law to make any such deduction or withholding from any payment to the Lender then the Company will forthwith pay to the Lender such additional amount as will result in the receipt by the Lender of the full amount for which the Company is liable under this Debenture and any additional amount thus paid shall not be treated as interest but as agreed compensation

12.3 The Company shall not be entitled to deduct or set-off any amount which is owed or said to be owed by the Lender to the Company from any amount due from the Company to the Lender under this Debenture or raise any defence or counter claim

12.4 The Lender may apply all monies received by the Lender under this Debenture (whether from the Company or from any other person or persons liable to pay the same) to any account or item of account or transaction or liability secured by this Debenture

13. Currency Clauses

13.1 All moneys received or held by the Lender or by a Receiver under this Debenture may from time to time be converted into such other currency as the Lender considers necessary or desirable to cover the obligations and liabilities of the Company in that currency at the then prevailing spot rate of exchange of the Lender (as conclusively determined by the Lender) for purchasing the currency to be acquired with the existing currency

13.2 If and to the extent that the Company fails to pay on demand any amount due the Lender may in its absolute discretion and without notice to the Company purchase at any time thereafter so much of a currency as the Lender considers necessary or desirable to cover the obligations and liabilities of the Company in such currency hereby secured at the then prevailing spot rate of exchange of the Lender (as conclusively determined by the Lender) for purchasing such currency with sterling and the Company hereby agrees to indemnify the Lender against the full sterling price (including all costs charges and expenses) paid by the Lender

13.3 No payment to the Lender (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the Company in respect of which it was made unless and until the Lender shall have received payment in full in the currency in which such obligation or liability was incurred and to the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency the Lender shall have a further separate cause of action against the Company and shall be entitled to enforce the security hereby created to recover the amount of the shortfall

14. Power of Attorney

14.1 As security for the covenants hereinbefore contained and in consideration of the Lender making available or continuing to make available facilities to the Company the Company hereby irrevocably during the continuance in force of this security appoints the Lender and the persons and corporate bodies deriving title under the Lender any person nominated in writing under the hand of an officer of the Lender or any successor in title and any Receiver appointed hereunder severally to be the attorney of the Company for the Company and in the Company's name and on the Company's behalf to execute seal and deliver or otherwise perfect any deed or other instrument or act which may be required or deemed proper for any of the purposes of this security (including any instruction or authority or any legal or other mortgage or any fixed or floating charge transfer or assignment referred to in clauses 4.6.3, 4.13, 4.14 and 5.10) or to protect by registration or otherwise the interest of the Lender hereunder and this appointment shall operate as a general power of attorney under section 10 of the Powers of Attorney Act 1971

14.2 The Company hereby covenants with the Lender and its successors in title and separately with any such Receiver that on request the Company will ratify and confirm all security agreements documents acts and things and all transactions entered into by the Lender or such Receiver or by the Company at the instance of the Lender or such Receiver in the exercise or purported exercise of its or his powers and the Company irrevocably acknowledges and agrees that such power of attorney is inter alia given to secure the performance of the obligations owed to the Lender and any such Receiver by the Company

15. Consolidation and Miscellaneous

15.1 The restriction of the right of consolidating mortgage securities contained in section 93 of the Law of Property Act 1925 shall not apply to this Debenture or to any security given to the Lender pursuant hereto

15.2 No failure or delay by the Lender in exercising any right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy

15.3 The security given to the Lender pursuant to this Debenture shall extend to all indebtedness of the Company to the Lender as mentioned in clause 3.1 whether or not the Lender was an original party to the relevant transaction by virtue of which such indebtedness or any part of it may from time to time arise

15.4 Each of the provisions of this Debenture (here meaning not only clauses within it but also individual words and phrases appearing within those clauses) is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby

15.5 To the extent that this Debenture constitutes a contract for the disposition of an interest in land within the terms of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 the parties hereto declare that all the terms which have been expressly agreed between them are contained or referred to in this Debenture

15.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999 the provisions of this Debenture shall not be enforceable by any third party who (but for the provisions of that Act) would not have been entitled to enforce those provisions

15.7 Paragraph 14 of Schedule B1 of the Insolvency Act 1986 (as inserted by the Enterprise Act 2002) applies to the floating charge created by this Debenture

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

16. Warranty and Undertaking

16.1 The Company hereby represents and warrants that the Company has full power authority and legal right to give and to observe the terms and conditions of this Debenture and that there is no provision in the memorandum or articles of association or any other constitutional document of the Company or in any other corporate document mortgage indenture trust deed or any other agreement binding upon the Company or affecting the Company which would inhibit or prevent the Company from entering into the obligations set out in this Debenture or prevent conflict with or affect the Company's performance or observance of any of the terms of this Debenture

16.2 The Company hereby undertakes to the Lender that the Company will obtain and maintain in full force and effect all governmental and other approvals and consents and do or cause to be done all other acts and things necessary or desirable in connection herewith or for the performance of the Company's obligations hereunder

17. Proper Law and Jurisdiction

17.1 This Debenture shall be governed by and construed in accordance with the Law of England and Wales and the Company hereby irrevocably submits to the non-exclusive jurisdiction of the Courts in England and Wales

17.2 Without prejudice to the generality of the provisions of section 1139 of the Companies Act 2006 (as amended from time to time) and the Civil Procedure Rules for the time being the Company hereby irrevocably authorises and appoints the solicitor named in the Schedule (or such other person being a firm of solicitors resident in England or Wales as the Company may by notice to the Lender substitute) to accept service of all legal process arising out of or connected with this Debenture and service on those solicitors (or such substitute) shall be deemed to be service on the Company

18. Headings and Interpretation

18.1 The subject headings are for information only and do not affect the construction or effect of this Debenture

18.2 Words importing the masculine gender only include the feminine gender and words importing the singular number may include the plural number and vice versa

18.3 Words denoting or referring to a natural person shall include a body corporate and vice versa

18.4 Any reference to a statute includes any amendment or re-enactment of it for the time being in force and (where the context so admits or requires) any antecedent statute amended or re-enacted by that statute and any statutory instrument regulation or order deriving authority or validity from it or them

19. Applications to the Land Registry

19.1 The Company hereby applies to the Land Registry for the registration of a restriction upon all registered titles charged by this Debenture as follows:

"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 contained in a Debenture dated 15 January 2024 in favour of Heritable Development Finance Limited referred to in the Charges Register.

19.2 The Company applies to the Land Registry for a note to be entered on the register of any registered titles charged by this Debenture to the effect that this Debenture secures further advances and that the Lender is under an obligation to make further advances

IN WITNESS whereof the parties have executed and delivered this Debenture as a deed on the date shown in the Schedule

IMPORTANT NOTICE

This Debenture creates extensive legal obligations binding upon the Company. The Lender has advised the Company not to execute this Debenture until the Company is fully prepared to enter into the obligations that it creates and to seek independent legal advice before accepting those obligations.

In executing this Debenture, the Company acknowledges receipt of that advice and confirms that the Company has either acted upon it or, alternatively, has decided not to do so uninfluenced by any statement or representation made or purporting to be made by or on behalf of the Lender.

Executed as a Deed by)
EDENSTONE SOUTHERN LTD)
acting by two directors/ director and secretary)

Director

Director/Secretary


OR

Executed as a Deed by)
EDENSTONE SOUTHERN LTD)
acting by a director in the presence of:-)

Director

WITNESS DECLARATION

I confirm that I was physically present when the person named above signed this deed

Witness Signature: 

Witness Name: *HELEN THOMAS*

Address:

Occupation: *Solicitor*
Edenstone Homes
First Floor
Building 102
Wales One Business Park
Magor
NP26 3DG

DECLARATION

On behalf of Heritable Development Finance Limited we hereby declare that to the extent that this Debenture constitutes a contract for the disposition of an interest in Land within the terms of Section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 all the terms which have been expressly agreed between the Company and the Lender are contained or referred to in this Debenture



.....
Glovers Solicitors LLP, Fifth Floor, Berkshire House, 168-173 High Holborn, London WC1V 7AA