Companies House

MR01(ef)

Registration of a Charge

Company name: **LUMIA COMMERCIAL LIMITED**

Company number: **05781494**

Received for Electronic Filing: **18/10/2018**

X7GUQ4T4

Details of Charge

Date of creation: **17/10/2018**

Charge code: **0578 1494 0010**

Persons entitled: **INTERBAY FUNDING LIMITED**

Brief description: **ALL THAT LEASEHOLD INTEREST IN THE PROPERTY KNOWN AS UNITS 18-19, BICKELS YARD 151-153 BERMONDSEY STREET, LONDON SE1 3HA AND COMPRISED IN THE LEASE DATED 23 JANUARY 2004 AND MADE BETWEEN ACORN HOMES (BERMONDSEY) LIMITED (1) AND ACORN LAND & DEVELOPMENTS LIMITED (2) AS THE SAME IS REGISTERED AT THE LAND REGISTRY WITH TITLE ABSOLUTE UNDER TITLE NUMBER TGL233357**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PARIS SMITH LLP**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5781494

Charge code: 0578 1494 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th October 2018 and created by LUMIA COMMERCIAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th October 2018 .

Given at Companies House, Cardiff on 22nd October 2018

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

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

NOTE: THIS IS AN IMPORTANT LEGAL DOCUMENT WHICH INCLUDES OBLIGATIONS. YOU ARE RECOMMENDED TO TAKE LEGAL ADVICE BEFORE SIGNING IT.

THIS DEBENTURE is made by way of deed on 19 October 2018

by:

(1) **LUMIA COMMERCIAL LIMITED** registered in England & Wales with company number 05781494 whose registered office is at Toad Hall Cattawade Street Cattawade Manningtree England CO11 1RG (the "**Chargor**")

(2) **INTERBAY FUNDING LIMITED** registered in England & Wales with company number 05595882 whose registered office is at Reliance House, Sun Pier, Chatham ME4 4ET (the "**Lender**")

THIS DEED WITNESSES as follows:

1. **DEFINITIONS AND INTERPRETATION**

In this Debenture:-

1.1 Unless defined in this Debenture or the context otherwise requires a term defined in the Facility Letter or the Standard Terms and Conditions has the same meaning in this Debenture or any notice given under or in connection with this Debenture, as if all references in those defined terms to the Facility Letter, the Standard Terms of Conditions or other Finance Document were a reference to this Debenture or that notice

1.2 In this Debenture the following terms have the following meanings:

"**Book Debts**" means all present and future book and other debts and monetary claims due or owing to the Chargor 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 each of the Property, assets and undertaking of the Chargor which from time to time are the subject of any Security created or expressed to be created by it in favour of the Lender by or pursuant to this Debenture and any Legal Charge.

"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

"Environmental Law" means all applicable laws statutes regulations secondary legislation byelaws common law directives treaties and other measures judgements and decisions of any Court or tribunal Code of Practice and Guidance Notes insofar as they relate to or apply to the environment here meaning the natural and manmade environment including all or any of the following media namely air, water and land (including air within buildings and other natural or manmade structures above or below the ground) and any living organism (including man) or systems supported by those media

"Equipment" means all present and future equipment plant machinery 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

"**Facility Letter**" means the facility letter dated on or before the date of this Debenture between the Chargor as borrower, InterBay Funding Limited as Lender (as amended, varied, novated or supplemented from time to time).

"**Intellectual Property**" means the Chargor's present and future patents trademarks service marks trade names designs copyrights inventions confidential information and know how and any interest in any of these rights whether or not registered including all applications and rights to apply for registration and all fees royalties and other rights derived from or incidental to these rights

"Investments" means all present and future stock shares loan capital security bonds and investments (whether or not marketable) for the time being owned at law or in equity by the Chargor, including all rights accruing or incidental to those investments from time to time

"Legal Charge" means any Legal Charge entered into by the Chargor in favour of any of the Security Providers and whether in existence at the date of this Debenture or afterwards

"**Property**" means any property specified in each Legal Charge and (including as provided in Clause 1.3), any present or future freehold or leasehold property in which the Chargor has an interest and which is owned by the Chargor in connection with the Property including but not limited to the property specified in the Schedule to this Debenture.

"**Receiver**" means a receiver, receiver and manager or, where permitted by law, an administrative receiver (as the Lender may specify at any time in any relevant appointment) 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 moneys and proceeds paid or payable in respect of that asset.

"**Secured Obligations**" means all present and future obligations and liabilities (whether actual or contingent, owed jointly, severally or in any other capacity whatsoever and whether originally incurred by the Chargor or any Security Provider or by some other person) of the Chargor and each Security Provider to the Finance Parties (or any of them) under each of 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 or prohibited by any applicable law.

"Security Interest" means any mortgage charge (whether fixed or floating, legal or equitable) pledge 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 Period**" means the period beginning on the date of this Debenture and ending on the date on which the Lender is satisfied that the Secured Obligations have irrevocably been discharged in full and no Finance Party is under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor or any other person under any of the Finance Documents.

"**Standard Terms and Conditions**" means the Standard Terms and Conditions of the Lender (Eight Edition)

1.3 **Interpretation**

Unless the context otherwise requires, in this Debenture

Clause 14 of the Standard Terms and Conditions apply as if they were incorporated in this Debenture together with the following provisions :-

(a) a reference to a Clause of or Schedule to this Debenture are references to paragraphs of the relevant Schedule unless the context otherwise requires

(b) a reference to "continuing" in relation to an Event of Default means an Event of Default which has not been remedied or waived

(c) a reference to this Debenture (or any provision of it) or any other document shall be construed as a reference to this Debenture , that provision or that document as it is in force for the time being and as amended in accordance with its terms or with the agreement of the relevant parties

(d) a reference to the Chargor shall include its successors permitted transferees and permitted assigns

(e) If the Lender considers that an amount paid in respect of Secured Obligations 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

(f) A reference in this Debenture to the Property includes all buildings and fixtures and fittings (including trade and tenants fixtures and fittings) and fixed plant and machinery which are situated on or form part of the Property at any time; the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property; the benefit of any covenants to the title given, or entered into, by any predecessor in title of the Chargor in respect of the Property and any monies paid or payable in respect of those covenants; and all rights under any licence agreement for sale or agreement for lease in respect of the Property and all Related Rights

(g) For the purposes of Section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Facility Letter and the Standard Terms and Conditions are incorporated into this Deed

(h) A third party (being any person other than the Chargor the Lender and the Finance Parties and the permitted successors and assigns of the Lender and any Finance Parties has no right under the Contract (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Debenture

1.4 **Legal Charge**
It is agreed that each Legal Charge is supplemental to this Debenture and that, to the extent the provisions of the Debenture duplicate those of any Legal Charge, the provisions of that Legal Charge shall prevail.

1.5 **Disposition of Property**
The terms of the Facility Letter and each other Finance Document and of any side letters between the parties in relation to the Finance Documents are incorporated into this Debenture, each Legal Charge and each other Finance Document to the extent required for any purported disposition of the Property contained in any Finance Document to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.6 **Clawback**
If the Lender considers that any amount paid or credited to any Finance Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under this Debenture or any Legal Charge and the Security constituted by those documents will continue and such amount will not be considered to have been irrevocably paid.

1.7 **Insolvency Act 1986**
Paragraph 14 of Schedule B1 of the Insolvency Act 1986 (as inserted by section 248 of, and section 16.2 the Enterprise Act 2002) applies to the floating charge created by this Debenture

2. COVENANT TO PAY

The Chargor covenants with the Lender to pay, discharge and satisfy the Secured Obligations in accordance with their respective terms and to indemnify the Finance Parties against any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, discharge and satisfy the Secured Obligations in accordance with their respective terms.

3. FIXED SECURITY

3.1 **Mortgage**
As a continuing security

The Chargor charges with full title guarantee in favour of the Lender for the payment and discharge of the Secured Obligations,

(a) the freehold and leasehold property specified in each Legal Charge.

(b) the Property and all related rights; and

(c) all Property acquired by the Chargor in the future

3.2 **Assignment by way of Security**

The Chargor assigns and agrees to assign absolutely with full title guarantee to the Lender (to the extent not validly and effectively charged by way of first legal mortgage under any Legal Charge and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same) as security for the payment and discharge of the Secured Obligations, all of its right, title and interest from time to time in and to each of the following assets:

(a) any agreements, contracts, deeds, leases, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting the Chargor in respect of the Property;

(b) any rental income and all sums payable and any other consideration given in money or money's worth for the disposal of an interest in all or part of the Property and the right to make demand for and receive the same; and

(c) any insurance policies relating to the Property and all proceeds paid or payable thereunder.

3.3 **Fixed charges**

The Chargor charges with full title guarantee in favour of the Lender (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.1 (*Mortgage*) or assigned pursuant to Clause 3.2 (*Assignment by way of Security*)) with the payment and discharge of the Secured Obligations, by way of first fixed charge, all of its rights, title and interest from time to time in and to each of the following assets:

(a) each of its present and future accounts with any bank, building society, financial institution or other person (including any replacement account or sub-division or sub-account of that account) and the debt or debts represented thereby;

(b) the Book Debts and all Related Rights and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights;

(c) the Intellectual Property and all Related Rights,;

(d) the Equipment and all Related Rights,;

(e) goodwill;

(f) rights and claims in relation to its uncalled share capital;

(g) rights to recover any value added tax on any supplies made to it relating to the Charged Assets and any sums so recovered;

(h) the Investments and all Related Rights

(i) each of the assets which are specified in Clause 3.2 (*Assignment by way of Security*).

4. FLOATING CHARGE

4.1 Floating charge

(a) The Chargor with full title guarantee charges in favour of the Lender with the payment and discharge of the Secured Obligations, by way of first floating charge all present and future assets and undertaking of the Chargor.

(b) The floating charge created by paragraph (a) above shall be deferred in point of priority to all fixed Security validly and effectively created by the Chargor under the Finance Documents in favour of the Lender as security for the Secured Obligations.

4.2 Conversion of floating charge to fixed Security

(a) The Lender may at any time, while this Debenture is enforceable in accordance with Clause 11 (*Enforcement of security*), by notice to the Chargor convert the floating charge constituted under Clause 4.1 (*Floating charge*) with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge or which is specified in the notice.

(b) In addition, without prejudice to any rule of law which may have a similar effect, the floating charge constituted under Clause 4.1 (*Floating charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all assets the subject of the floating charge upon any of the following occurring:-

(i) the Chargor creates or attempts to create without the prior written consent of the Lender the Security Interest or a trust in favour of another person on all or any part of the Charged Assets or disposes or attempts to dispose of all or any part of the Charged Assets (other than Charged Assets that are only subject to the floating charge while it remains uncrystallised);

(ii) a receiver is appointed over all or any part of the Charged Assets that is subject to the floating charge;

(iii) any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Charged Assets; or

(iv) the Lender receives notice of the appointment of or a proposal or an intention to appoint an administrator of the Chargor

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

5. LIABILITY OF THE BORROWER

5.1 Liability not discharged

The Chargor's liability under this debenture in respect of any of the Secured Obligations shall not be discharged, prejudiced or affected by:-

(a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;

(b) the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or

(c) any other act or omission which but for this clause 5.1 might have discharged, or otherwise prejudiced or affected, the liability of the Chargor.

5.2 **Immediate recourse**

The Chargor waives any right it may have to require the Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Debenture against the Chargor.

6. REPRESENTATIONS AND WARRANTIES

The Chargor makes the following representations and warranties to the Lender. The representations and warranties are made by the Chargor on the date of this Debenture and are deemed to be made by the Chargor on each day of the Security Period with reference to the facts and circumstances then existing:-

6.1 **Ownership of Charged Assets**

The Chargor is the legal and beneficial owner of the Charged Assets

6.2 **No Security Interests**

The Charged Assets are free from any Security Interest other than the Security Interests created by this Debenture.

6.3 **Adverse Claims**

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.

6.4 **Adverse Covenants**

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever, that materially and adversely affect the Charged Assets.

6.5 **No Breach of Laws**

There is no breach of any law or regulation that materially and adversely affected the Charged Assets.

6.6 **No Interference in Enjoyment**

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.

6.7 **No Overriding Interests**

Nothing has arisen, has been created or is subsisting, which would be an overriding interest in any Property.

6.8 **Avoidance of Security**

No Security Interest 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.

6.9 **No Prohibitions or Breaches**

There is no prohibition on assignment in any insurance policy 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.

6.10 **Environmental Compliance**

The Chargor has, at all times, complied in all material respects with all applicable Environmental Law

7. **CHARGOR'S COVENANTS**

The Chargor covenants with the Lender in the following terms:-

7.1 **Negative Pledge and Disposal Restrictions**

The Chargor shall not at any time, except with the prior written consent of the Lender:

(a) create, purport to create or permit to subsist any Security Interest on, or in relation to, any Charged Assets other than any Security Interest created by this Debenture;

(b) sell, assign, transfer, 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, Charged Assets which is only subject to an uncrystallised floating charge); or

(c) create or grant (or purport to create or grant) any interest in the Charged Assets in favour of a third party.

7.2 **Preservation of Charged Assets**

The Chargor shall not do, or permit to be done, any act or thing that 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.

7.3 **Notice of Breaches**

The Chargor shall, promptly on becoming aware of any of the same, give the Lender notice in writing of:-

(a) any representation or warranty set out in clause 6 which is incorrect or misleading in any material respect when made or deemed to be repeated; and

(b) any breach of any covenant set out in this clause 7

7.4 **Title Documents**

The Chargor shall on the execution of this Debenture (or if later the date of acquisition of the relevant Charged Assets) deposit with the Lender and the Lender shall for the duration of this Debenture be entitled to hold:-

(a) all insurance policies which the Chargor is entitled to possess;

(b) all deeds and documents of title (if any) relating to the Book Debts as the Lender may specify from time to time

7.5 **Notices to be given by the Chargor**

The Chargor shall on the execution of this Debenture:-

(a) give notice to each insurer of the assignment of the Chargor's rights and interest in and under each insurance policy and procure that each addressee of any such notice promptly provides an acknowledgement of the Lender's interest to the Lender

7.6 **Chargor's Waiver of Set-Off**
The Chargor waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by the Chargor under this Debenture).

7.7 **Preservation of Book Debts**
The Chargor shall not (except as provided by clause 7.8 of this Debenture or with the prior written consent of the Lender) release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts

7.8 **Realising Book Debts**
The Chargor shall:-

(a) as an agent for the Lender, collect in and realise all Book Debts, pay the proceeds into an account designated for that purpose and nominated by the Lender immediately on receipt and, pending that payment, hold those proceeds in trust for the Lender;

(b) not, without the prior written consent of the Lender, withdraw any amounts standing to the credit of such designated account; and

(c) if called on to do so by the Lender, execute a legal assignment of the Book Debts to the Lender on such terms as the Lender may require and give notice of that assignment to the debtors from whom the Book Debts are due, owing or incurred.

7.9 **Insurance**
The Chargor:

(a) shall (if the Lender so requires) produce to, or deposit with, the Lender each insurance policy and the receipts for all premiums and other payments necessary for effecting and keeping up each insurance policy; and

(b) shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any insurance policy

7.10 **Insurance Policies' Proceeds**
All monies payable under any insurance policy at any time (whether or not the security constituted by this Debenture has become enforceable) shall immediately be paid to the Lender

7.11 **Maintenance and Insurance**
The Chargor shall:-

(a) keep all buildings and all fixtures on each Property in good and substantial repair and condition;

(b) insure, and keep insured, those buildings and fixtures with such insurer and against such risks, in such amounts and otherwise on such terms as the Lender may require (or, failing such requirement, in accordance with the practice in

respect of items of the same type which are current amongst prudent businessmen from time to time); and

(c) procure that the interest of the Lender is noted on all those insurance policies or, at the option of the Lender, that those insurance policies are issued in the joint names of the Lender and the Chargor.

7.12 **Preservation of Property, Fixtures and Equipment**
The Chargor shall not, without the prior written consent of the Lender:

(a) pull down or remove the whole, or any part of, any building forming part of any Property;

(b) make any material alterations to any Property, or sever or remove any of its fixtures;

(c) remove or make any material alterations to any of the Equipment belonging to, or in use by, the Chargor on any Proeprty (except to affect necessary repairs or replace them with new or improved models or substitutes); or

(d) whenever any Equipment is destroyed, damaged or deteriorates, immediately repair, replace and make good the same

7.13 **Conduct of Business on Properties**
The Chargor shall carry on its trade and business on those parts (if any) of the Properties as are used for the purposes of trade or business in accordance with the standards of good management from time to time current in such trade or business.

7.14 **Planning Information**
The Chargor shall:-

(a) give full particulars to the Lender of any notice, order, direction, designation, resolution or proposal given or made by any planning authority or other public body or authority (**Planning Notice**) that specifically applies to any Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Planning Notice; and

(b) (if the Lender so requires) immediately, and at the cost of the Chargor, take all reasonable and necessary steps to comply with any Planning Notice, and make, or join with the Lender in making, such objections or representations in respect of any such Planning Notice as the Lender may desire

7.15 **Compliance with Covenants and Payment of Rent**
The Chargor shall:-

(a) observe and perform all covenants, stipulations and conditions to which each Property, or the use of it, is or may be subjected, and (if the Lender so requires) produce evidence sufficient to satisfy the Lender that those covenants, stipulations and conditions have been observed and performed; and

(b) (without prejudice to the generality of the foregoing) where a Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time, and perform and observe all the tenant's covenants and conditions.

7.16 **Development Restrictions**

The Chargor shall not, without the prior written consent of the Lender, carry out, or permit, or suffer to be carried out on any Property any development as defined in the Town and Country Planning Act 1990 or change or permit or suffer to be changed the use of any Property.

7.17 **Environment**

The Chargor shall:-

(a) comply with all the requirements of Environmental Law both in the conduct of its general business and in the management, possession or occupation of each Property; and

(b) obtain and comply with all authorisations, permits and other types of licences necessary under Environmental Law

7.18 **No Restrictive Obligations**

The Chargor shall not, without the prior written consent of the Lender, enter into any onerous or restrictive obligations affecting the whole or any part of any Property, or crate or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of any Property.

7.19 **Inspection**

The Chargor shall permit the Lender, any Receiver and any person appointed by either of them to enter on and inspect any Property on reasonable prior notice

7.20 **Registration of Investments**

The Chargor shall at the direction of the Lender immediately execute and deliver to the Lender all transfers and other documents and do all such things as may be necessary or desirable to register all or any of the Investments in the name of the Lender or its nominee.

7.21 **Dividends and Voting Rights Post Enforcement**

After the security constituted by this Debenture has become enforceable:

(a) all dividends and other distributions paid in respect of the Investments and received by the Chargor shall be held by the Chargor on trust for the Lender and immediately paid into a designated account or, if received by the Lender, shall be retained by the Lender; and

(b) all voting and other rights and powers attaching to the Investments shall be exercised by, or at the direction of, the Lender and the Borrower shall, and shall procure that its nominees shall, comply with any directions the Lender may give, in its absolute discretion, concerning the exercise of those rights and powers

7.22 **Preservation of Investments**

The Chargor shall ensure (as far as it is able to by the exercise of all voting rights, power of control and other means available to it) that any issuer that is not a public company shall not:

(a) consolidate or subdivide any of its Investments, or reduce or reorganise its share capital in any way;

(b) issue any new shares or stock; or

(c) refuse to register any transfer of any of its Investments that may be lodged for registration by, or on behalf of, the Lender or the Chargor in accordance with this Debenture

7.23 **Maintenance of Equipment**
The Chargor shall:-

(a) maintain the Equipment in good and serviceable condition (except for expected fair wear and tear); and

(b) not permit any Equipment to be:

(i) used or handled other than by properly qualified and trained persons; or

(ii) overloaded or used for any purpose for which it is not designed or reasonably suitable

7.24 **Equipment Information**
The Chargor shall:-

(a) give the Lender any information concerning the location, condition, use and operation of Equipment as the Lender may require; and

(b) permit any persons designated by the Lender to inspect and examine Equipment and the records relating to Equipment at all reasonable times

7.25 **Equipment Insurance**
The Chargor shall:-

(a) at its own expense, procure that the Equipment is covered and kept covered by insurance of a kind satisfactory to the Lender with insurers approved by the Lender (such approval not to be unreasonably withheld) for full comprehensive insurance cover, which shall include (but not be limited to) fire, theft and accident, for an amount that is not less than the aggregate cost of reinstating or replacing the Equipment;

(b) if the Lender so requires, procure that the interest of the Lender is noted on all such insurance policies or, at the option of the Lender, that such insurance policies are issued in the joint names of the Lender and the Chargor; and

(c) maintain insurance for third party liabilities in such amount, and on such terms, as is usual for users of equipment of the same type as the Equipment

7.26 **Preservation of Intellectual Property Rights**
The Chargor shall 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.

8. **POWERS OF THE LENDER**

The Lender shall have the following powers:-

8.1 **Power to Remedy**
The Lender shall be entitled (but shall not be bound) to remedy, at any time, a breach by the Chargor of any of its obligations contained in this Debenture, and the Chargor

irrevocably authorises the Lender and its agents to do everything necessary or desirable for that purpose.

8.2 **Exercise of Rights**

The rights of the Lender under clause 8.1 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.

8.3 **Power to Dispose of Chattels**

(a) At any time after the security constituted by this Debenture has become enforceable, the Lender or any Receiver may, as agent for the Chargor, dispose of any chattels or produce found on any Property.

(b) Without prejudice to any obligation to account for the proceeds of any disposal made under clause 8.3(a), the Chargor shall indemnify the Lender and any Receiver against any liability arising from such disposal.

8.4 **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 any such person is jointly liable with the Chargor) in respect of any of the Secured Obligations, or of any other security for them without prejudice either to this Debenture or to the liability of the Chargor for the Secured Obligations

8.5 **Investments: Dividends**

Until the security constituted by this Debenture becomes enforceable the Lender shall, on request by the Chargor, release and pay to the Chargor any cash dividends paid in respect of any of the Investments and received by the Lender or its nominee.

9. **PROVISIONS AS TO SECURITY**

9.1 **Restriction on dealings**

Except where agreed in writing by the Lender the Chargor will not at any time during the Security Period create or permit to subsist any Security over all or any part of the Charged Assets or dispose of or otherwise deal with any part of the Charged Assets.

9.2 **Implied covenants for title**

(a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clauses 3 (*Fixed Security*) or 4 (*Floating charge*).

(b) It shall be implied in respect of Clauses 3 (*Fixed Security*) and 4 (*Floating charge*) that the Chargor is disposing of the Charged Assets free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

9.3 **Notices of assignment**

(a) Immediately:

(i) upon the date of this Debenture, in relation to all leases relating to the Property, all bank accounts specified by the Lender, and all insurance policies relating to the Property in existence on the date of this Debenture; or

(ii) if later, upon the Chargor opening a bank account, entering into a lease with any person or an insurance policy with any insurer relating to the Property,

the Chargor will join the Lender in giving notice to all banks, landlords, tenants and other persons at which such account is held, or which are parties to such leases or are party to any insurance policy, of the fixed Security constituted under this Debenture and each Legal Charge in respect of any such account, lease or insurance policy, such notices being duly executed by or on behalf of the Chargor and in the form required by the Lender.

(b) The Chargor will use all reasonable endeavours to procure from each of the banks, landlords, tenants, insurers and other persons referred to in paragraph (a) above a duly executed acknowledgement in the form required by the Lender.

9.4 **Deposit of title deeds**

The Chargor shall:

(a) immediately upon the execution of this Debenture or any Legal Charge (and upon the acquisition by it of any interest in any Charged Assets at any time) deposit with or procure delivery to the Lender all deeds, certificates and other documents constituting or evidencing title to the Charged Assets unless held by, or required to be delivered to, any holder of a Security ranking in priority to that of the Lender; and

(b) deposit with the Lender at any time thereafter any further such deeds, certificates and other documents, promptly upon coming into possession of any of those items.

9.5 **Application to the Land Registry**

The Chargor hereby consents to an application being made to the Land Registry to enter a restriction in the Proprietorship Register of any registered land at any time forming part of the Property in the following form:-

"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 the restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated [*Date*] in favour of InterBay Funding Limited referred to in the charges register"

9.6 **Further Loans**

(a) Subject to the terms of the Facility, the Lender is under an obligation to make further Term Loans to the Chargor and that obligation will be deemed to be incorporated in this Debenture as if set out in this Debenture.

(b) The Chargor consents to an application being made to the Land Registry to enter the obligation to make further Term Loans on the Charges Register of any registered land forming part of the Charged Assets.

10. FURTHER ASSURANCE

10.1 Further assurance

(a) The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in paragraph (b) below.

(b) The Chargor shall promptly, at its own cost, enter into, execute and complete a Legal Charge over any Property in England and Wales not already the subject of a registrable Legal Charge and do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notarisations, registrations, notices and instructions) as the Lender may reasonably specify (and in such form as the Lender may reasonably require) in favour of the Lender or its nominee(s):

(i) to perfect the security created or intended to be created in respect of the Charged Assets (which may include the execution by the Chargor of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, Charged Assets) or for the exercise of any the rights, powers and remedies of the Lender provided by or pursuant to this Debenture and each Legal Charge or by law;

(ii) to confer on the Lender security over any asset or undertaking of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to this Debenture and each Legal Charge; and/or

(iii) while an Event of Default is continuing, to facilitate the realisation of the Charged Assets.

10.2 Necessary Action

The Chargor shall take all such action as is available to it (including making all filings and registrations and applying for relief against forfeiture) as may be necessary or as may reasonably be requested by the Lender for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Lender by or pursuant to this Debenture and each Legal Charge.

11. ENFORCEMENT OF SECURITY

11.1 Enforcement

Any time after the occurrence of:

(a) an Event of Default (as long as it is continuing); or

(b) if the Chargor requests the Lender to exercise any of its powers under this Debenture or any Legal Charge,

the Security created by or pursuant to this Debenture and each Legal Charge is immediately enforceable and the Lender may, without notice to the Chargor or prior authorisation from any court, in its absolute discretion:

(i) enforce all or any part of that Security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Charged Assets; and

(ii) whether or not it has appointed a Receiver, exercise all or any of the powers, authorisations and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Debenture) on mortgagees and by this Debenture and each Legal Charge on any Receiver or otherwise conferred by law on mortgagees or Receivers.

11.2 **Effect of Moratorium**

The Lender shall not be entitled to exercise its rights under Clause 11.1(*Enforcement*) or Clause 4.2 (*Conversion of floating charge to fixed security*) where the right arises as a result of an Event of Default occurring solely due to any person obtaining or taking steps to obtain a moratorium pursuant to Schedule A1 of the Insolvency Act 1986.

12. EXTENSION OF POWERS AND RIGHT OF APPROPRIATION

12.1 **Extension of powers**

The power of sale or other disposal conferred on the Lender and on any Receiver by this Debenture and each Legal Charge shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Debenture or any Legal Charge.

12.2 **Restrictions**

The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Debenture or any Legal Charge or to the exercise by the Lender of its right to consolidate all or any of the security created by or pursuant to this Debenture or any Legal Charge with any other security in existence at any time or to its power of sale, which powers may be exercised by the Lender without notice to the Chargor on or at any time after this Debenture or any Legal Charge has become enforceable in accordance with Clause 11 (*Enforcement of security*).

12.3 **Power of leasing**

(a) The statutory powers of leasing may be exercised by the Lender at any time on or after this Debenture or any Legal Charge has become enforceable in accordance with Clause 11 (*Enforcement of security*) and the Lender and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with any restrictions imposed by Sections 99 and 100 of the Law of Property Act 1925.

(b) For the purposes of Sections 99 and 100 of the Law of Property Act 1925, the expression "Mortgagor" will include any encumbrancer deriving title under the Chargor and neither Sub-section (18) of Section 99 nor Sub-section (12) of Section 100 of the Law of Property Act 1925 will apply.

(c) The Chargor shall not have, at any time during the Security Period, the power pursuant to Section 99 of the Law of Property Act 1925, to make any lease in respect of any Property without the prior written consent of the Lender or as permitted pursuant to the terms of the Facility Letter.

12.4 **Right of appropriation**

To the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003 apply to a Charged Asset or this Debenture or any Legal Charge constitutes a Financial Collateral Arrangement as defined in such Regulations, the Lender shall have the right to appropriate all or any part of that Charged Asset in or

towards the payment or discharge of the Secured Obligations. For this purpose, a commercially reasonable method of valuing a Charged Asset as the Chargor hereby agrees and accepts shall be:

(a) in the case of cash on account, the amount standing to the credit of that account, together with any accrued interest, at the time of appropriation; and

(b) in the case of any investments, shares or securities, their market value determined by the Lender by reference to a public index, independent valuation or by such other process as the Lender may select.

13. COSTS

13.1 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 or any Receiver in connection with:-

(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 Obligations,

including without limitation the Costs of any proceedings in connection with this Debenture or the Secured Obligations together with interest on any amount due under this clause 13 at the Default Rate specified in the Facility Letter

13.2 Indemnity

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

14. ASSIGNMENT

14.1 At any time without the consent of the Chargor, the Lender may assign or transfer the whole or any part of its rights and obligations under this Debenture to any other person

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

15. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

15.1 Appointment and removal

After this Debenture and each Legal Charge becomes enforceable in accordance with Clause 11 (*Enforcement of security*), the Lender may by deed or otherwise (acting through an authorised officer of the Lender), without prior notice:

(a) appoint one or more persons to be a Receiver of the whole or any part of the Charged Assets; or

(b) appoint two or more Receivers of separate parts of the Charged Assets; or

(c) remove (so far as it is lawfully able) any Receiver so appointed; or

(d) appoint another person(s) as an additional or replacement Receiver(s); or

(e) appoint one or more persons to be an administrator of the Chargor.

15.2 **Capacity of Receivers**

Each person appointed to be a Receiver pursuant to Clause 15(*Appointment and removal*) shall be:

(a) entitled to act individually or together with any other person appointed or substituted as Receiver;

(b) for all purposes deemed to be the agent of the Chargor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Lender; and

(c) entitled to remuneration for his services at a rate to be fixed by the Lender from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

15.3 **Statutory powers of appointment**

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Lender under the Law of Property Act 1925 (as extended by this Debenture and each Legal Charge) or otherwise and such powers shall remain exercisable from time to time by the Lender in respect of any part of the Charged Assets.

16. **POWERS OF RECEIVERS**

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of the Chargor) have and be entitled to exercise, in relation to the Charged Assets, and as varied and extended by the provisions of this Debenture and each Legal Charge (in the name of or on behalf of the Chargor or in his own name and, in each case, at the cost of the Chargor):

(a) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act;

(b) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);

(c) all the powers and rights of an absolute owner and power to do or omit to do anything which the Chargor itself could do or omit to do; and

(d) the power to do all things (including bringing or defending proceedings in the name or on behalf of the Chargor) which seem to the Receiver to be incidental or conducive to:

(i) any of the functions, powers, authorities or discretions conferred on or vested in him;

(ii) the exercise of any rights, powers and remedies of the Lender provided by or pursuant to this Debenture and each Legal Charge or by law (including realisation of all or any part of the assets in respect of which that Receiver was appointed); or

(iii) bringing to his hands any assets of the Chargor forming part of, or which when got in would be, Charged Assets.

(e) the following further powers:-

(i) to undertake or complete any work of repair, building or development on any of the Properties;

(ii) to grant, accept surrenders of or any leases or tenancies affecting any of the Properties on such terms and subject to such conditions as he thinks fit;

(iii) to provide services and employ or engage such managers, contractors and other personnel and professional advisers on such terms as he thinks fit;

(iv) to make, exercise or revoke any value added tax, option to tax as he thinks fit;

(v) to 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;

(vi) to carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Chargor;

(vii) grant options and licences over all or any part of the Charged Assets, sell, assign, lease and accept surrenders of leases or concur in the same of all or any of the Charged Assets including without limitation by way of public auction or private sale and generally on such terms and conditions as he thinks fit;

(viii) sever and sell separately any fixtures or fittings from any Property without the consent of the Chargor;

(ix) 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 as he thinks fit;

(x) to make any arrangement, settlement or compromise between the Chargor and any other person that he may think expedient;

(xi) make substitutions of or improvements to the Equipment as he may think expedient;

(xii) appoint managers, officers, servants, workmen and agents for the purposes of this clause 16 at such salaries for such periods and on such terms as he may determine; or

(xiii) for any purposes authorised under this clause 16 to raise money by borrowing from the Lender (or from any other person) either unsecured or on the security of all or any of the Charged Assets on such terms as he shall think fit (including if the Lender if consents, terms under which security ranks in priority to this Debenture);

17. APPLICATION OF MONEYS

All moneys received or recovered by the Lender or any Receiver pursuant to this Debenture or any Legal Charge or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied first in the payment of the Costs incurred and payments made by the Receiver, the payment of his remuneration and the discharge of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of his powers, and thereafter shall be applied by the Lender(notwithstanding any purported appropriation by the Chargor) in accordance with the Facility Letter.

18. PROTECTION OF PURCHASERS

18.1 Consideration

The receipt of the Lender or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Assets or making any acquisition, the Lender or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

18.2 Protection of purchasers

No purchaser or other person dealing with the Lender or any Receiver shall be bound to inquire whether the right of the Lender or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Lender or such Receiver in such dealings.

19. POWER OF ATTORNEY

19.1 Appointment and powers

The Chargor by way of security irrevocably appoints the Lender and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to:

(a) execute, deliver and perfect a Legal Charge over any Property not already the subject of a registrable Legal Charge; and

(b) execute, deliver and perfect all other documents and do all things which the attorney may consider to be required or desirable for:

(i) carrying out any obligation imposed on the Chargor by this Debenture, any Legal Charge or any other agreement binding on the Chargor to which the Lender is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting the security created or intended to be created in respect of the Charged Assets); and

(ii) enabling the Lender and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Debenture, each Legal Charge or by law (including, after this Debenture or any Legal Charge has become enforceable in

accordance with Clause 11 (*Enforcement of security*), the exercise of any right of a legal or beneficial owner of the Charged Assets).

19.2 **Ratification**

The Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

20. **EFFECTIVENESS OF SECURITY**

20.1 **Continuing security**

(a) The security created by or pursuant to this Debenture and each Legal Charge shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Lender.

(b) No part of the Security from time to time intended to be constituted by this Debenture and each Legal Charge will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

20.2 **Cumulative rights**

The security created by or pursuant to this Debenture and each Legal Charge shall be cumulative, in addition to and independent of every other Security which the Lender or any Finance Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law. No prior Security held by the Lender or any of the other Finance Parties over the whole or any part of the Charged Assets shall merge into the Security constituted by this Debenture and each Legal Charge.

20.3 **No prejudice**

The security created by or pursuant to this Debenture and each Legal Charge shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Chargor or any other person, or the Lender or any of the other Finance Parties or by any variation of the terms of the trust upon which the Lender holds the security or by any other thing which might otherwise prejudice that Security.

20.4 **Remedies and waivers**

No failure on the part of the Lender to exercise, or any delay on its part in exercising, any rights, powers and remedies of the Lender povided by or pursuant to this Debenture and each Legal Charge, shall operate as a waiver of those rights, powers and remedies, nor shall any single or partial exercise of any such rights, powers and remedies preclude any further or other exercise of that or any other rights, powers and remedies.

20.5 **No liability**

None of the Lender, its nominee(s) nor any Receiver shall be liable

(a) to account as a mortgagee or mortgagee in possession; or

(b) for any loss arising by reason of taking any action permitted by this Debenture or any Legal Charge or any neglect or default in connection with the Charged Assets or taking possession of or realising all or any part of the Charged Assets,

except in the case of gross negligence or wilful default upon its part.

20.6 **Partial invalidity**

If, at any time, any provision of this Debenture or any Legal Charge is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Debenture and each Legal Charge nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Debenture and each Legal Charge is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

20.7 **Immediate recourse**

The Chargor waives any right it may have of first requiring a Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any other person before claiming from the Chargor under this Debenture and each Legal Charge. This waiver applies irrespective of any law or any provision of this Debenture or any Legal Charge to the contrary.

20.8 **Collateral Security**

Where any Security constituted under this Debenture or any Legal Charge initially takes effect as a collateral or further Security to another Security intended to be constituted under this Debenture and each Legal Charge or which otherwise secures all or any part of the Secured Obligations to which the Chargor is a party then, despite any receipt, release or discharge endorsed on or given in respect of or under the second mentioned Security, the first mentioned Security will operate as an independent Security.

20.9 **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 Obligations 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

20.10 **Variations and Waivers**

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

21. **PRIOR SECURITY INTERESTS**

(a) In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security against any of the Charged Assets or in case of exercise by the Lender or any Receiver of any

power of sale under this Debenture and each Legal Charge, the Lender may redeem such prior Security or procure the transfer thereof to itself.

(b) The Lender may settle and agree the accounts of the prior Security and any accounts so settled and passed will be conclusive and binding on the Chargor.

(c) All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by the Chargor to the Lender on demand together with accrued interest thereon as well as before judgement at the rate from time to time applicable to unpaid sums specified in the Facility Letter from the time or respective times of the same having been paid or incurred until payment thereof (as well as after as before judgement).

22. SUBSEQUENT SECURITY INTERESTS

If the Lender or any of the other Finance Parties at any time receives or is deemed to have received notice of any subsequent Security, assignment or transfer affecting the Charged Assets or any part of the Charged Assets which is prohibited by the terms of any Finance Document, all payments thereafter by or on behalf of the Chargor to the Lender will (in the absence of any express contrary appropriation by the Chargor) be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Obligations at the time that notice was received.

23. SUSPENSE ACCOUNTS

All monies received, recovered or realised by the Lender under this Debenture and each Legal Charge (including the proceeds of any conversion of currency) may in the discretion of the Lender be credited to any interest bearing suspense or impersonal account(s) maintained with a financial institution (including itself) for so long as it may think fit (the interest being credited to the relevant account) pending their application from time to time at the Lender's discretion, in or towards the discharge of any of the Secured Obligations.

24. NEW ACCOUNTS

24.1 If the Lender receives notice of any subsequent Security Interest, or other interest, affecting all or party of the Charged Assets, the Lender may open a new account for the Chargor in the Lender's books. Without prejudice to the Lender's right to combine accounts, 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 Obligations

24.2 If the Lender does not open a new account immediately on receipt of notice under clause 24.1 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 Obligations, as from the time of receipt of the relevant notice by the Lender.

25. LENDER'S SET-OFF RIGHTS

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 Interest 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 that may be in debit (but the Lender shall notify the Chargor of the transfer once made).

26. NOTICES

26.1 Services

Each notice or other communication required to be given under, or in connection with, this Debenture shall be:-

(a) in writing, delivered personally or sent by pre-paid first-class letter; and

(b) sent or delivered: to the Chargor at its registered office address from time to time and to the Lender at its registered office address

or to such other address as is notified in writing by one party to the other from time to time.

26.2 Receipt by Chargor

Any notice or other communication that the Lender gives shall be deemed to have been received:-

(a) if given by hand, at the time of actual delivery; and

(b) if posted, on the second Business Day after the day it was sent by pre-paid first-class post.

A notice or other communication given as described in clause 26.2(a) or clause 26.2(b) on a day that 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

26.3 Receipt by Lender

Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt.

27. RELEASE OF SECURITY

Upon the expiry of the Security Period, the Lender shall, at the request and cost of the Chargor, release and cancel the security constituted by this Debenture and each Legal Charge and procure the reassignment to the Chargor of the property and assets assigned to the Lender pursuant to this Debenture and each Legal Charge, in each case without recourse to, or any representation or warranty by, the Lender or any of its nominees.

28. GOVERNING LAW

This Debenture and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

THIS DEBENTURE has been executed as, and is intended to take effect as, a deed by and has been signed by the Lender on the date written on the first page of this Debenture.

THE SCHEDULE

ALL THAT leasehold interest in the property known as Units 18-19, Bickels Yard 151-153 Bermondsey Street, London SE1 3HA and comprised in the Lease dated 23 January 2004 and made between Acorn Homes (Bermondsey) Limited (1) and Acorn Land & Developments Limited (2) as the same is registered at the Land Registry with Title Absolute under Title Number TGL233357

Executed as a Deed by THE CHARGOR)
acting by a Director and its secretary or two)
Directors or a Director in the presence of a witness:)

Director

Director/Secretary

Signature, name and address of witness

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For and on behalf of InterBay Funding Limited

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Authorised signature