In accordance with Sections 859A and 859J of the Companies Act 2006

MR01

Particulars of a charge

08860811

Laserform

A fee is payable with this form
Please see 'How to pay' on the last page

You can use the WebFiling service to file this form online
Please go to www companieshouse gov uk

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

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

For further information, please refer to our guidance at www companieshouse gov uk

This form **must be delivered to the Registrar for registratio 21 days** beginning with the day after the date of creation of the delivered outside of the 21 days it will be rejected unless it is a court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this f scanned and placed on the public record **Do not send the original**

THURSDAY

A3KLLSI9
A39 13/11/2014 #123
COMPANIES HOUSE

1 Company details

For official use

Company number	0 0 9 1 6 4 8 1
Company name in full	B NEWTON (CHEMISTS) LIMITED

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

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date	d1 d1 m1 m1 y2 y0 y1 y4

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

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

Name	SANTANDER UK PLC
	(AS SECURITY TRUSTEE)
Name	
Name	
Name	

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

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

MR01
Particulars of a charge

4 Brief description

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

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

Please limit the description to the available space

Brief description

5 Other charge or fixed security

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

[X] **Yes**

[ ] **No**

6 Floating charge

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

[X] **Yes** Continue

[ ] **No** Go to **Section 7**

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

[X] **Yes**

7 Negative Pledge

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

[X] **Yes**

[ ] **No**

8 Trustee statement ❶

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

[ ]

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

9 Signature

Please sign the form here

Signature

Signature

X X

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

MR01
Particulars of a charge

Presenter information

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

Contact name HUGH JAMES (RM)

Company name

Address

Post town

County/Region

Postcode

Country

DX 33000 CARDIFF

Telephone 029 2039 1038

Certificate

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

Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

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

Important information

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

How to pay

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

Make cheques or postal orders payable to 'Companies House'

Where to send

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

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

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

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

Further information

For further information, please see the guidance notes on the website at www companieshouse gov uk or email enquiries@companieshouse gov uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 916481

Charge code: 0091 6481 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th November 2014 and created by B NEWTON (CHEMISTS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th November 2014.

Given at Companies House, Cardiff on 18th November 2014

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

DATED 11 November 2014

B. NEWTON (CHEMISTS) LIMITED (1)

and

SANTANDER UK plc (2)

DEBENTURE

Form of debenture filed at HM Land Registry under reference MD♦1237S

I certify that, save for material redacted pursuant to s 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument

12.11.14

THIS DEBENTURE is made by way of deed on the 11 day of November 2014

BETWEEN:

(1) **B. NEWTON (CHEMISTS) LIMITED (COMPANY NUMBER 00916481) of SECOND FLOOR CARDIFF HOUSE TILLING ROAD LONDON NW2 1LJ** (hereinafter called "the Company")

and

(2) **SANTANDER UK PLC** whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN and whose address for service hereunder is at Corporate Advances Branch, Bootle, Merseyside, L30 4GB as security trustee for each Group Member (hereinafter called "the Bank" which expression shall include its successors in title and assigns)

NOW THIS DEED WITNESSETH as follows

1 DEFINITIONS AND INTERPRETATION

1 1 Definitions

In this Debenture (unless the context otherwise requires)

1 1 1 "**Affiliate**" means in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

1 1 2 "**Book Debts**" means all book and other debts in existence from time to time, both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Company and the benefit of all rights whatsoever relating thereto including (without prejudice to the generality of the foregoing) credit balances with bankers or other third parties, surplus proceeds of realisation of any security held by any persons other than a Group Member and things in action which give rise or may give rise to a debt or debts, negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendor's liens and similar and associated rights

1 1 3 "**Charged Assets**" means the whole of the undertaking and all other property, assets and rights of the Company which are the subject of any security created or purported to be created by this Debenture and includes any part of or any interest in them

1 1 4 "**Charged Property**" means all the freehold and/or leasehold property described in the Schedule hereto and any other freehold or leasehold property now or at any time vested in or held by or on behalf of the Company and including all rights attached or appurtenant to it and all buildings, erections, fixtures and fittings (including trade fixtures and fittings but excluding, in the case of leasehold property, landlord's fixtures), fixed plant and machinery

from time to time on it and any Insurance and any proceeds of sale or other realisation thereof and shall include each and every part or parts thereof

1 1 5 "**Development**" means a project which is undertaken for any development, demolition, construction, refurbishment, major repair or improvement of any Charged Property

1 1 6 "**Encumbrance**" means any mortgage, charge, pledge, lien (save a lien arising by operation of law in the ordinary course of business), assignment, hypothecation, security interest, preferential right or trust arrangement or other encumbrance, security agreement or arrangement of any kind or any right conferring a priority of payment

1 1 7 "**Environmental Claim**" means any notice or claim from any person (including, without limitation, any regulatory authority or government agency) alleging any breach, contravention or violation of any Environmental Law by the Company or the existence of any liability arising from any such breach, contravention or violation

1 1 8 "**Environmental Laws**" means all laws, directions, regulations, codes of practice, guidance notes, circulars (in the case of guidance notes and circulars having the force of law) and the like concerning discharges of contaminants, occupational or public health and safety of the environment

1 1 9 "**Environmental Licence**" means any permit, licence, authorisation, consent or other approval required by any Environmental Law

1 1 10 "**Expenses**" means all interest, commission, fees and legal and other costs, charges and expenses which any Group Member or any Receiver may charge or incur in relation to the Company or this Debenture and the preparation, negotiation and creation of this Debenture and/or in relation to the Charged Assets and/or breach of any provision of, and the protection, realisation or enforcement of, this Debenture, in each case on a full indemnity basis

1 1 11 "**Full Title Guarantee**" has the meaning ascribed by the Law of Property (Miscellaneous Provisions) Act 1994

1 1 12 "**Group**" means Santander UK plc (registered number 2294747) and its Subsidiaries for the time being

1 1 13 "**Group Member**" means each member of the Group

1 1 14 "**Holding Company**" means in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

1 1 15 "**Insurance**" means all contracts and policies of insurance of whatever nature in connection with the Charged Assets which are, from time to time, taken out by or with the authority or on behalf or for the benefit of the Company or (to the extent of such interest) in which the Company has an interest

1 1 16 "**LPA**" means the Law of Property Act 1925

1 1 17 "**Lease**" means where any Charged Property is leasehold the lease under which the Company holds such Charged and any instrument supplemental to it or which is expressed to be collateral to it or entered into pursuant to or in accordance with its terms

1 1 18 "**Planning Acts**" means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 and all regulations and orders made or confirmed under any of them

1 1 19 "**Property Agreement**" means all present and future agreements, contracts, options or undertakings for or in relation to the creation of any estate, interest or right in or over the Charged Property (including, without limitation, in relation to any lease, licence, tenancy or right to occupy whether on a fixed term or periodic basis)

1 1 20 "**Receiver**" means an administrative receiver, receiver or receiver and manager appointed by the Bank over all or any of the Charged Assets pursuant to this Debenture whether alone or jointly with any other person and includes any substitute for them appointed from time to time

1 1 21 "**Regulation**" includes any statute, subordinate legislation, rule, official directive, notice, guideline or order (whether or not having the force of law) of any government, government body, agency, department, court, tribunal or regulatory authority or organisation and (where applicable) of the European Commission or parliament

1 1 22 "**Rental Income**" means the gross rents, licence fees and other monies receivable now or hereafter at any time by the Company in respect of or arising out of any lease of the Charged Property or any agreement for lease or otherwise without limitation derived by the Company from the Charged Property or otherwise paid to or received by the Company in respect of the Charged Property

1 1 23 "**Secured Liabilities**" means all monies, obligations and liabilities whatsoever whether for principal, interest or otherwise which may now or any time in the future be due, owing or incurred by the Company to the Group (or any Group Member) whether present or future, actual or contingent and whether alone, severally or jointly as principal, guarantor, surety or otherwise and all the Company's other liabilities whatever to the Group (or any Group Member) including (without limitation) indebtedness on account of money advanced, bills of exchange, promissory notes, obligations with respect to letters of credit, guarantees and indemnities and in whatever name or style and whether on any current or other account, or in any other manner whatsoever, together with interest and including (but without limitation) all Expenses and so that interest shall be calculated and compounded according to the usual manner of the relevant Group Member (as well after as before judgement)

1 1 24 "**Subsidiary**" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006

1 2 Interpretation

1 2.1 Words respectively denoting the singular shall include the plural and vice versa and one gender includes each and all genders and references to persons include references to companies or corporations and vice versa

1 2 2 Clause and sub-clause headings are inserted for convenience only and shall not affect the interpretation of this Debenture

1 2 3 References to any statute include any statutory modification or re-enactment thereof for the time being in force and any Regulation made under it

1 2 4 The terms of the documents under which the Secured Liabilities arise and of any side letter from either party to this Debenture are incorporated in this Debenture to the extent required for any purported disposition of the Charged Property contained in this Debenture to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

1 3 Third Party Rights

1 3 1 Unless expressly provided to the contrary in this Debenture, a person who is not a party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Debenture

1 3 2 The consent of any person which is not a party is not required to rescind or vary this Debenture or any other agreement entered into under or in connection with it

2 COVENANT TO PAY

The Company will on demand pay or discharge the Secured Liabilities when due

3 CHARGES

3 1 Fixed Charge

The Company with Full Title Guarantee, as a continuing security for the payment of all Secured Liabilities, charges in favour of the Bank (as security trustee for the Group Members)

3 1 1 by way of fixed charge by way of legal mortgage, all right, title, estate and other interests of the Company in each Charged Property referred to in the Schedule, and

3 1 2 by way of fixed charge

3 1 2 1 all right, title, estate and other interests of the Company in each Charged Property not effectively mortgaged under clause 3 1 1 ,

3 1 2 2 the Book Debts,

3 1 2 3 all present and future goodwill and uncalled capital for the time being of the Company

3 2 Assignment

The Company with Full Title Guarantee, as continuing security for the payment of all Secured Liabilities, charges to the Bank (as security trustee for the Group

Members) by way of first priority assignment all of its right, title, estate and other interests in and to -

3 2 1 the Rental Income and the benefit to the Company of all other rights and claims to which the Company is now or may in the future become entitled in relation to the Charged Property including (but not limited to) all rights and claims of the Company against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of any Charged Property and all guarantors and sureties for the obligations of such persons,

3 2 2 the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any professional advisors now or at any time engaged by the Company in relation to any Charged Property and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items now or from time to time in the buildings erected or to be erected on any Charged Property and any other person, firm or company now or from time to time under contract with or under a duty to the Company and the benefit of all sums recovered in any proceedings against all or any of such persons, and

3 2 3 the benefit of all Property Agreements, or the proceeds of any claim, award or judgement arising out of any Property Agreement and all sums paid or payable to the Company under or in respect of any Property Agreement,

provided that nothing in this sub-clause 3 2 shall constitute the Bank as a mortgagee in possession

3 3 Floating Charge

The Company with Full Title Guarantee and as a continuing security for the payment and discharge of the Secured Liabilities charges in favour of the Bank (as security trustee for the Group Members) by way of floating charge the whole of the Company's undertaking and all other property, assets and rights of the Company whatsoever, wherever situate, whether movable, immovable, present or future, which are, for any reason, not validly charged or assigned pursuant to clauses 3 1 and 3.2 above)

4 CONVERSION OF FLOATING CHARGE

4.1 Automatic Crystallisation

Notwithstanding anything expressed or implied in this Debenture, the floating charge created by clause 3.3 of this Debenture shall (unless otherwise agreed in writing by the Bank) automatically and without notice be converted into a fixed charge in respect of any Charged Assets subject to it -

4 1 1 which shall become subject to an Encumbrance or to a disposition contrary to the provisions of clause 5 of this Debenture, or

4 1 2 if the Company ceases to carry on its business or substantially the whole of its business or threatens to cease to carry on the same or substantially changes the nature of its business, or

4 1 3 if any encumbrancer takes possession of, or a receiver is appointed over, all or any part of the Charged Assets, or

4 1 4 if an order is made for the winding-up of the Company by the court or if an effective resolution is passed for the creditors' voluntary winding-up of the Company, or

4 1 5 if a petition is presented for an administration order to be made in relation to the Company pursuant to the Insolvency Act 1986

4 2 Crystallisation on demand

The Bank may at any time by notice in writing to the Company convert the floating charge referred to in clause 3 3 of this Debenture into a fixed charge as regards any of the Charged Assets specified in the notice,

4 2 1 if the Company makes default in the payment when due of the Secured Liabilities, or

4 2.2 which the Bank shall consider to be in danger of being seized or sold under any form of distress, attachment, execution, diligence or other process levied or threatened or to be otherwise in jeopardy, or

4 2 3 if any distress, execution, sequestration or other process is levied or enforced upon or sued out against the property of the Company for repayment of all or any of the Secured Liabilities and is not discharged within seven days of being levied, or

4 2 4 if the Company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof for the time being in force or certifies that it is unable to pay its debts as and when they fall due, or

4 2 5 if the Company fails to comply with any of the covenants, conditions or provisions contained in this Debenture, or

4 2 6 if any Charged Property or any part thereof is compulsorily acquired by or by order of any local or other authority and as a result the business of the Company is, in the opinion of the Bank, seriously affected, or

4 2 7 if an effective resolution is passed for the members' voluntary winding-up of the Company or if a proposal is made to the Company and its creditors for a voluntary arrangement pursuant to Section 1 of the Insolvency Act 1986, or

4 2.8 if the Company suspends or threatens to suspend a substantial part of its business operations (otherwise than for the purposes of a reconstruction or amalgamation on terms previously approved in writing by the Bank) or any governmental authority permits or procures or threatens to permit or procure any reorganisation transfer or expropriation (whether with or without compensation) of a substantial part of the business or assets of the Company, or

4 2 9 if in the opinion of the Bank a material adverse change occurs in the financial condition, results of operations or business of the Company

5 RESTRICTIONS ON THE COMPANY

5 1 The Company represents, warrants and undertakes to the Bank (as security trustee for the Group Members) that (save with the prior written consent of the Bank) it.

5 1 1 is and will be the sole beneficial owner with Full Title Guarantee of all the Charged Assets free from Encumbrances and will not (except for charges in favour of the Bank created under or pursuant to this Debenture) create or attempt to create or permit to subsist or arise any Encumbrance or any right or option on the Charged Assets or any part thereof,

5 1 2 will not (save in the normal course of trading at not less than market value) sell, convey, assign, lease or transfer the Charged Assets or any interest therein or otherwise part with, share possession or dispose of any of the Charged Assets or assign or otherwise dispose of any monies payable to the Company in relation to the Charged Assets or agree to do any of the foregoing,

5 2 will not (in relation to any Charged Property) exercise any of the powers of leasing or agreeing to lease vested in or conferred on the Company by common law or by statute or accept the surrender of any lease, underlease or tenancy or release or vary any of the terms of any such lease, underlease or tenancy or exercise any power to determine or extend the same or agree to do any of the foregoing,

5 3 will not part with or share possession of all or any part of the Charged Assets or part with or share possession or occupation of any Charged Property or any part of it or grant any tenancy or licence to occupy any Charged Property or agree to do any of the foregoing; and

5 4 will not deal with the Book Debts in any other way otherwise than in accordance with clauses 7 17 1 and 7 17 2 of this Debenture

6 CONTINUANCE OF SECURITY

6 1 Continuing Security

The security constituted by this Debenture will be continuing and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part

6 2 Breaking of accounts

6 2 1 If for any reason the security constituted by this Debenture ceases to be a continuing security, the Bank may open a new account with or continue any existing account with the Company and the liability of the Company in respect of the Secured Liabilities will remain regardless of any payments in or out of any such account

6 2 2 If the Bank or any Group Member receives or is deemed to be affected by notice, whether actual or constructive, of any subsequent charge or other interest affecting any part of the Charged Assets and/or the proceeds of sale of them, the Bank or relevant Group Member may open a new account or accounts in the name of the Company If the Bank or relevant Group Member does not open a new account it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice and as from that time all payments made to the Bank or to any other Group Member will be credited or be treated as having been credited to the new account and will not operate to reduce the amount for which this

Debenture is security Any Group Member may rely on this clause 6 2 2 subject to the provisions of the Contracts (Rights of Third Parties) Act 1999

6 3 Immediate Recourse

The Company waives any right it may have of first requiring any Group Member to proceed against or enforce any other rights or security or claim payment from any other person before enforcing the security constituted by this Debenture Any Group Member may rely on this clause 6 3 subject to the provisions of the Contracts (Rights of Third Parties) Act 1999

6 4 Additional Security

The security constituted by this Debenture is in addition to and is not in any way prejudiced by any other mortgages, charges, securities, liens, remedies or guarantees whatsoever which may now or at any time subsequently be held by any Group Member for and in respect of the Secured Liabilities

7 COVENANTS BY THE COMPANY

The Company covenants with the Bank (as security trustee for the Group Members) at all times during the continuance of this security

7 1 Repair

To keep the Charged Property and other tangible Charged Assets in good and substantial repair and condition and adequately and properly decorated and maintained in good working order and condition (save where any Charged Property is awaiting or is in the course of Development) and replace the fixtures and fittings about the Charged Property when they become obsolete, worn out or destroyed

7 2 Payment of outgoings

To pay or procure the payment of, when due, all present and future rents, rates, taxes, levies, assessments, impositions and other outgoings whatsoever (whether governmental, municipal or otherwise) which may be imposed upon or payable in respect of the Charged Assets as and when the same shall become payable (and, if required, to produce the receipts for such payments to the Bank on demand) and to indemnify each Group Member (and as a separate covenant any Receiver appointed by any of them) from and against the same

7 3 Bank's right of inspection

To permit the Bank, or any person appointed by it, to enter upon all buildings, erections or structures forming part of the Charged Property (without prejudice to the powers conferred by this Debenture and without becoming a mortgagee in possession) for any reasonable purpose and to review the state and condition of the same

7 4 Not to alter buildings

Not without the previous consent in writing of the Bank nor otherwise than in accordance with plans, elevations and specifications previously submitted to and specifically approved by the Bank in writing, to pull down or remove all

or any part of the buildings forming part of the Charged Property or to make any alterations to any buildings, erections or structures, fixed plant or machinery, fixtures and fittings for the time being forming part of the Charged Property or put up or erect any new buildings

7 5 Development

That no Development will be carried out or permitted to be carried out to any Charged Property by the Company without the Bank's prior written consent The Company shall not without consent as aforesaid (except for the purpose of renewal or replacement by a fixture or fitting of equal or greater value) sever or remove any fixtures and fittings comprised in the Charged Property nor (save for the purpose of any necessary repairs) remove any of the plant or machinery thereon

7 6 Insurance

7 6 1 To maintain Insurances (and, in the case of the Charged Property, to procure (where applicable) the maintenance of Insurances by owners of superior interests in any Charged Property) in relation to any of the Charged Assets which are of an insurable nature with reputable underwriters or insurance companies approved by the Bank against the risks and to the extent which is usual for persons carrying on a business of the type carried on by it or which a prudent owner would normally insure against and any other risks which the Bank from time to time requires. The sum insured must not be less than their replacement value which, in the case of the Charged Property, shall mean the total cost of demolishing (including site clearance) and entirely rebuilding, reinstating or replacing the Charged Property in the event of it being completely destroyed together with architects', engineers', surveyors' and other experts' fees and value added tax on such fees which is irrecoverable by the Company) and (in the case of leasehold Charged Property) with loss of rent for not less than 3 years

7 6 2 To procure that any monies received or receivable under any Insurance will be held by the Company in trust for the Bank and will be applied in repairing, replacing, restoring or reinstating the Charged Assets destroyed or damaged or in the manner the Bank requires or, if the Bank so directs and the terms of the relevant Insurances permit, in or towards satisfaction of the Secured Liabilities

7 6 3 To procure that in respect to any Insurances in respect of the Charged Assets a note of the Bank's interest is endorsed on that Insurance or, if the Bank so requires, that such Insurance is effected in the joint names of the Company and the Bank

7 6 4 If reasonably obtainable, to procure that the relevant insurers of the Charged Assets issue in favour of the Bank a letter confirming that the relevant policy will not be vitiated or terminated in any manner without 14 days prior notice to the Bank

7 6 5 To not do or knowingly permit anything to be done in or upon or relating to the Charged Assets which may make void or voidable any Insurance in connection with it

7 6 6 Promptly to pay all premiums and do all things necessary to keep the Insurance in force and, on demand by the Bank, produce to the Bank the policy, certificate or cover note relating to any Insurance and the receipt for the payment of each premium

7 7 Use of the Charged Property

7 7 1 To use the Charged Property only for the permitted use under or by virtue of any applicable authorisation, consent, approval, licence or planning permission and not to make any application for planning permission or implement any planning permission without the consent of the Bank

7 7 2 To comply in all respects with the Planning Acts and all licences consents, permissions or conditions granted or imposed thereunder and not to enter into, or agree to enter into, any agreement under section 106 of the Town and Country Planning Act 1990 or section 33 of the Local Government (Miscellaneous Provisions) Act 1982 or section 38 of the Highways Act 1980 or any similar Act without the prior written consent of the Bank

7 8 Regulations

To duly and punctually perform and observe all its obligations in connection with the Charged Assets under any present or future Regulations

7 9 Notices

To

7 9 1 notify the Bank (within 7 days of receipt by the Company) of any application, requirement, order or notice served or given by any person with respect to any of the Charged Assets,

7 9.2 produce the original or a copy to the Bank within 7 days of demand,

7 9 3 inform the Bank of the steps taken or proposed to be taken to comply with any such requirement and take such steps in respect thereof as the Bank may require, and

7 9 4 on request, to produce to or provide for the Bank such documents or information relating to the Charged Assets as the Bank shall require

7.10 Compliance with terms of contracts, conveyances etc

To observe and perform the terms of all conveyances, contracts, grants, assignments, agreements and other deeds and documents from time to time affecting the Charged Assets and binding on the Company

7 11 Environmental matters

7 11 1 To maintain all relevant Environmental Licences required by its ownership, use or occupation of the Charged Property and for the

conduct of its business and to comply with all terms and conditions relating thereto and with all other applicable Environmental Laws and not to knowingly do or permit any act or omission whereby such Environmental Licence would be liable to be varied or revoked,

7 11 2 Promptly upon receipt of the same to notify the Bank of any Environmental Claim,

7 11 3 To keep each Group Member (and every Receiver, attorney, manager, agent and other person duly appointed by the Bank hereunder) fully and effectually indemnified from and against all liabilities, losses (including consequential losses), costs, charges and expenses caused wholly or partly, directly or indirectly by

(a) the creation, imposition, recording or registration of any mortgage, charge, encumbrance or security interest over the Charged Property securing the reimbursement to or recovery by any third party of any costs, expenses or other sums incurred in consequence of a breach, contravention or violation of any Environmental Law or the release, discharge or emission of any harmful or hazardous material and the redemption, removal, vacation or discharge of any such mortgage, charge, encumbrance or other security interest,

(b) the making of any Environmental Claim against any Group Member and/or any Receiver or other such persons or the Company in respect of the Charged Property and/or any business operations or activities thereon,

(c) any liability or potential liability upon any Group Member and/or any Receiver or any such persons to remedy, clean up or make good any breach, contravention or violation of any Environmental Law by the Company or any harm, actual or potential, to the environment caused directly or indirectly by the release, emission or discharge of any harmful or hazardous material from, in or to the Charged Property, and/or

(d) by reason of any breach of clause 6 11 1 above

7 12 Indemnity

To keep the Bank (and any Receiver appointed by the Bank) fully and effectively indemnified from and against all actions, proceedings, costs, charges, claims, demands, expenses and liabilities (including value added tax and any other taxes and/or legal and other professional fees) whatsoever in respect of any breach or non-observance or non-performance of any covenants, obligations, warranties or undertakings on the part of the Company contained in this Debenture or the making good of any such breach or non-observance or non-performance and in respect of any sum or sums demanded to pay on demand interest as calculated and compounded in accordance with the usual practice of the Bank from time to time (as well after as before judgement)

7 13 Leases

Where any Charged Property is leasehold or subject to any lease, Property Agreement or tenancy (referred to below as the "occupational lease"),

7 13 1 to observe and perform all covenants and conditions contained in the Lease to be performed and observed by the lessee and contained in any occupational lease to be observed by the lessor,

7 13 2 to enforce the due observance and performance of all obligations of all other parties to the Lease and any occupational lease,

7 13 3 not to waive, release or vary any of the terms of the Lease or any occupational lease, or to accept any surrender of any occupational lease or exercise any power to determine or extend the same or grant any consent or licence or conclude any rent review under the same without, in each case, the consent of the Bank;

7 13 4 if the Company shall receive any notice served under section 146 of the LPA or any proceedings shall be commenced for forfeiture of the Lease or any superior lease or the landlord or any superior landlord shall attempt to re-enter under the provisions of the Lease or any superior lease, to give immediate notice of such event in writing to the Bank and at the request of the Bank and at the expense of the Company take such steps as the Bank may in its absolute discretion require, and

7 13 5 not to serve any notice on any former tenant under any occupational lease under section 17(2) of the Landlord and Tenant (Covenants) Act 1995 or on any guarantor of any such former tenant under section 17(3) of that Act without the prior consent of the Bank

7 14 Not to prejudice value of the Charged Assets

Not to do or cause or permit to be done anything which may in the opinion of the Bank in any way depreciate, jeopardise or otherwise prejudice the value to the Group of the whole or any part of the Charged Assets

7 15 Value Added Tax

Not without the prior written consent of the Bank to make any election pursuant to paragraph 2 of Schedule 10 to the Value Added Tax Act 1994 in relation to land and/or buildings comprising the Charged Property

7 16 Deposit of documents and title deeds

If the Bank so requires, to deposit with the Bank all deeds and documents of title and all local land charges and land registry search certificates, planning consents and the like relating to the Charged Property, and the insurance policies relating thereto and all documents relating to the Charged Assets as the Bank may from time to time require The Company shall promptly notify the Bank when acquiring any Charged Property after the date of this Debenture

7 17 Book Debts

7 17 1 To collect and realise all Book Debts charged under this Debenture in the ordinary course of its business and pay into the Company's account with the Bank all proceeds of such collection and realisation which it may receive in respect of those Book Debts immediately upon receipt and pending such payment hold such monies on trust for the Group

7 17 2 Not to release, exchange, compound, set-off or deal with all or any of the Book Debts otherwise than by getting in and realising the same in the ordinary and proper course of its trading business (and for this purpose the realisation of debts by means of block discounting factoring or the like shall not be regarded as dealing in the ordinary and proper course of its trading business)

7 18 Conduct of Business

7 18.1 To conduct and carry on its business in a proper and efficient manner and keep or cause to be kept proper books of account relating to such business and not make any material alteration in the nature of such business which would constitute a change from that carried on at the date of this Debenture and, if the Bank so requires, to give to the Bank evidence sufficient to satisfy it that the provisions of this sub-clause have been complied with

7 18 2 To devote itself actively to the conduct of the Company's business and promote to the best of its power its success and development and not without the consent of the Bank to permit or suffer to be done any act or thing by which the business or its goodwill or its capital assets or effects or any part of it may be (except in the ordinary course of business) prejudicially affected

7 19 Information

7 19 1 To furnish to the Bank forthwith on demand by the Bank such information and supply such documents or papers relating to the Charged Assets from time to time as the Bank may in its discretion require

7 19 2 To provide the Bank with all financial and other information with respect to the assets, liabilities and affairs of the Company and its subsidiaries and associated companies (if any) as the Bank may from time to time require

7 20 Obligations

To observe and perform all covenants, burdens, stipulations, requirements and obligations from time to time affecting the Charged Assets and/or the use, ownership, occupation, possession, operation, repair, maintenance and other enjoyment of the Charged Assets (whether imposed by statute, contract, lease, licence, grant or otherwise), carry out all registrations or renewals and generally do all other acts and things (including the taking of legal proceedings) necessary or desirable to maintain, defend or preserve its right, title and interest to and in the Charged Assets

8 **POWER TO REMEDY**

If the Company shall fail to ensure that the Charged Property is kept in repair and the Charged Assets insured pursuant to its obligations contained in clauses 7 1 and 7 6 of this Debenture, the Bank may enter upon the Charged Property (without thereby being liable as a mortgagee in possession) and repair the Charged Property or insure the Charged Assets (as the case may be) or take such other steps as it considers appropriate to procure the performance of such obligations or otherwise remedy such failure and any monies expended by the Bank for such purpose or purposes shall be reimbursed by the Company on demand and, until so reimbursed, shall carry interest as calculated and compounded in accordance with the usual practice of the Bank from time to time (as well after as before judgement)

9 **WHEN SECURITY BECOMES ENFORCEABLE**

The Secured Liabilities shall be immediately payable on demand at any time and failing due payment of any of the Secured Liabilities or in the event of any breach of any provision of this Debenture by the Company or in the event that the floating charge created by clause 3 3 shall crystallise and be converted into a fixed charge, this security shall become immediately enforceable and the power of sale and other powers conferred by section 101 of the LPA will be immediately exercisable without the restrictions contained in the LPA as to the giving of notice or otherwise with respect to the whole or any part of the Charged Assets After the security constituted by this Debenture has become enforceable, the Bank may (in its absolute discretion) enforce all or any part of the security in any manner it sees fit

10 **ENFORCEMENT OF SECURITY**

10 1 Secured Liabilities deemed due

For the purposes of all powers implied by statute, the Secured Liabilities will be deemed to have become due and payable on the date of this Debenture and sections 93, 103 and 109(8) (in so far as it may impose any order of priority in the application of money by a Receiver) of the LPA shall not apply

10 2 Extension of powers of leasing

The statutory powers of leasing conferred on the Bank will be extended so as to authorise the Bank to lease, make agreements for leases, accept surrenders of leases and grant options (with or without a premium) as the Bank may think fit and without the need to comply with any of the provisions of sections 99 and 100 of the LPA

10 3 Charged Property in jeopardy

If at any time it shall appear to the Bank that any part of the Charged Assets shall be in danger of seizure, distress or other legal process, or that the Bank's security thereover shall for any other reason be in jeopardy, the Bank shall be entitled without notice to the Company to take possession of and hold the same or to appoint a Receiver thereof The provisions of clause 11 (Appointment and Powers of Receiver) below shall govern the appointment, removal and powers of a Receiver under this clause as if he were a Receiver appointed under that clause

11. **APPOINTMENT AND POWERS OF RECEIVER/ADMINISTRATOR**

11.1 Appointment of Receiver

At any time after this security becomes enforceable, or if the Company so requests, the Bank may without notice appoint under seal or in writing under the hand of a duly appointed employee or officer any one or more persons to be a Receiver of all or any part of the Charged Assets in every respect as if the Bank had become entitled under the LPA to exercise the power of sale conferred by it

11 2 Powers of Receiver

Every Receiver appointed under sub-clause 11 1 (Appointment of Receiver) will have and be entitled to exercise all of the powers (notwithstanding any winding-up, administration, voluntary arrangement or dissolution of the Company)·

11 2 1 of the Bank under this Debenture,

11.2 2 conferred on a lender or receiver by the LPA,

11 2 3 set out in schedule 1 of the Insolvency Act 1986 as if the word "company" in that schedule read "Company" and

11 2 4 set out below

(i) Take possession to take possession of, get in and collect all or any part of the Charged Assets,

(ii) Carry on business to carry on, manage, develop, reconstruct, amalgamate or diversify the business of the Company or any part thereof, or concur in so doing, as he thinks fit,

(iii) Protection of Assets to do all acts which the Company might do in the ordinary conduct of its business for the protection or improvement of the Charged Assets and to make and effect all repairs and improvements to the Charged Property, to commence and/or complete any building operations on the Charged Property, to acquire property and to apply for and maintain any planning permissions, building regulation approvals and any other authorisations, consent, approval, licence, exemption, filing or registration in each case as he (in his absolute discretion) thinks fit,

(iv) Borrow money to raise and borrow money either unsecured or, with the consent of the Bank, secured on the Charged Assets either in priority to the security constituted by this Debenture or otherwise and generally on such terms and conditions as he may think fit and no person lending money to him will be concerned to enquire as to the propriety or purpose of the exercise of this power or to see to the application of any money raised or borrowed,

(v) Sell Assets to sell, exchange, convert into money and realise all or any part of the Charged Assets (either by public auction or private contract or otherwise) and generally in the manner

and on terms he thinks proper He may do any of these things for a consideration consisting of cash, debentures or other obligations, shares, stock or other valuable consideration and any consideration may be payable in a lump sum or by instalments spread over any period he thinks fit Fixtures may be severed and sold separately from the property containing them without the consent of the Company,

(vi) Leases to let the Charged Property for any term and at any rent (with or without a premium) and to vary or accept a surrender of any lease or tenancy on any terms he thinks fit (including the payment of money on a surrender) and to grant, vary or terminate any licence,

(vii) Management to provide such facilities and services for tenants or other persons as he may think appropriate generally to manage the Charged Assets,

(viii) Compromise to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Company or relating in any way to the Charged Assets,

(ix) Vary Agreements to perform, repudiate, rescind or vary any contract or agreement in relation to the Charged Assets and, in particular, for or in any way to any development, improvement, reconstruction or repair of the Charged Property

(x) Calls to make calls conditionally or unconditionally on the members of the Company in respect of uncalled capital

(xi) Subsidiaries to promote the formation of a subsidiary company or companies of the Company so that such subsidiary may purchase, lease, licence or otherwise acquire the Charged Assets or any part thereof

(xii) Legal actions to bring, prosecute, enforce, defend and abandon any actions, suits, arbitrations, awards and other proceedings in relation to the Charged Assets as he thinks fit,

(xiii) Receipts to give valid receipts for all money and execute all assurances and things which may be proper or desirable for realising the Charged Assets,

(xiv) Insurance: to effect such insurances as he shall in his absolute discretion think fit,

(xv) Employees to appoint and discharge managers, officers, agents, accountants and other professional advisors, servants, workmen and others on any terms he thinks proper and to discharge any such persons appointed by the Company and to engage his own firm in the conduct of the receivership, and

(xvi) General Powers to do any other acts and things he considers desirable or necessary for realising the Charged Assets or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of this Debenture, to exercise in relation to the Charged Assets any powers, authorities and things as he would be capable of exercising if he were the absolute beneficial owner of it (including making Value Added Tax elections or registrations), and to use the name of the Company for all or any of such purposes

11 3 Removal and Remuneration

The Bank may, from time to time, by writing under the hand of a duly appointed employee or officer (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it deems it expedient, appoint a new Receiver in the place of any Receiver and may, from time to time, fix the remuneration of any Receiver appointed by it Such remuneration shall not be limited to the maximum provided by section 109(6) of the LPA

11 4 Lender may Exercise

To the fullest extent permitted by law, all or any of the powers, authorities and discretions conferred by this Debenture on a Receiver may be exercised by the Bank after the security created by this Debenture becomes enforceable, whether or not it appoints a Receiver

11 5 Appointment of Administrator

At any time after this security becomes enforceable the Bank may appoint an administrator of the Company and paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to this Debenture

12 LIABILITY OF THE BANK AND THE RECEIVER

12 1 No liability

Neither the Bank nor any Receiver appointed under this Debenture will be liable to account as mortgagee in possession in respect of all or any of the Charged Assets or be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable unless such loss shall be caused by his or its own actual fraud

12 2 Company's agent

Every Receiver appointed under this Debenture will be deemed to be

12 2 1 the agent of the Company for all purposes, and

12 2 2 in the same position as a receiver duly appointed by a mortgagee under the LPA

12 3 Company liable

The Company alone, and not the Bank, shall be responsible for the Receiver's fees, contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him

12 4 Immunities

The Bank and every Receiver appointed under this Debenture will be entitled to all the rights, powers, privileges and immunities conferred on mortgagees and duly appointed receivers by the LPA

13 PROTECTION OF THIRD PARTIES

No purchaser, mortgagee or other person dealing with the Bank or the Receiver appointed under this Debenture or its or his agents will be concerned

13 1 to enquire whether

13 1 1 the Secured Liabilities have become payable,

13 1 2 any power which the Receiver is purporting to exercise has become exercisable, or

13 1.3 any of the Secured Liabilities remain due, or

13 2 to see the application of any monies paid to the Bank or to the Receiver

14 APPLICATION OF PROCEEDS

Any money received by the Bank or the Receiver pursuant to, under or by virtue of this Debenture shall be applied

14 1 first, in satisfaction of all Expenses and of the remuneration of the Receiver,

14 2 secondly, in or towards satisfaction of the Secured Liabilities in such order as the Group Members may from time to time conclusively agree, and

14 3 thirdly, in payment of the surplus (if any) to the person or persons entitled to it

15 EXPENSES

All Expenses incurred and all payments made by the Bank or any Receiver appointed under this Debenture in the lawful exercise of the powers conferred by this Debenture (whether or not occasioned by any act, neglect or default of the Company) will be payable on demand on the basis of a full indemnity and will carry interest (both before and after judgement) calculated and compounded on the full amount owing up to the date of payment according to the usual manner of the Bank

16 SET-OFF

The Bank or a Group Member may set off any matured obligation due from the Company against any matured obligation owed by the Bank or that Group Member to the Company, regardless of the place of payment, booking branch or currency of either obligation If the obligations are in different currencies, the Bank or that Group Member may convert either obligation at a market rate of exchange in its usual course of business for the purposes of the set off Any Group Member may

rely on this clause 16 subject to the provisions of the Contracts (Rights of Third Parties) Act 1999

17 **SUSPENSE ACCOUNT**

All monies received, recovered or realised by the Bank or the Receiver under or pursuant to this Debenture may, at the discretion of the Bank, be credited to any suspense or impersonal account and may be held in such account for so long as the Bank shall think fit (with interest accruing thereon at such rate as the Bank considers fit) pending their application at such time or times as the Bank may decide in or towards satisfaction of the Secured Liabilites

18 **INDEMNITY**

The Bank and every Receiver, and any attorney, manager, agent or other person, appointed under this Debenture will be entitled to be indemnified out of the Charged Assets in respect of all liabilities and expenses incurred by them in the execution or purported execution of any of the powers, authorities or discretions vested in them under this Debenture and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Assets and the Bank and any Receiver may retain and pay all sums in respect of the same out of any money received under the powers conferred by this Debenture

19 **DELEGATION**

The Bank may, from time to time, delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this Debenture in relation to the security granted by this Debenture to any person Any delegation may be made subject to such terms (including power to sub-delegate) and regulations as the Bank may think fit The Bank will not be in any way liable or responsible to the Company for any loss or damage arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate

20 **REDEMPTION OF PRIOR MORTGAGES**

The Bank may at any time after the security constituted by this Debenture has become enforceable, redeem any Encumbrance or procure the transfer of any Encumbrance to itself and may settle and pass the accounts of the person entitled to such Encumbrance All principal money, interest, costs, charges and expenses of and incidental to any redemption and transfer will be paid by the Company to the Bank on demand Any account so settled and passed will be conclusive and binding on the Company except for obvious error

21. **POWER OF ATTORNEY: FURTHER ASSURANCE**

21 1 Appointment

The Company, by way of security, irrevocably appoints the Bank and any Receiver, delegate or sub-delegate appointed under this Debenture to be its attorney acting jointly and severally The attorney may in the name and on behalf of the Company or otherwise

21 1 1 execute and do any assurances, acts and things which the Company ought to do under the provisions of this Debenture and which the

Bank may require for perfecting its title to or for vesting the Charged Assets both present and future in the Bank or its nominees or in any purchaser,

21 1 2 make demand on or give notice or receipt to any person owing money to the Company,

21 1 3 exercise any of the powers, authorities and discretions conferred by this Debenture or by statute on the attorney in whatever capacity, and

21 1 4 seal, deliver and otherwise perfect any deed, assurance, agreement, instrument or act which it or he deems proper

21 2 Ratification

The Company ratifies and confirms and agrees to ratify and confirm anything an attorney appointed under clause 21 1 (Appointment) does or purports to do in the exercise or purported exercise of any of the powers, authorities and discretions referred to in clause 21 1 (Appointment)

21 3 Further assurance

The Company will promptly at the request of the Bank and at its own expense execute and do all such assurances, acts and things as the Bank may reasonably require for perfecting or protecting the security intended to be created by this Debenture or for facilitating the realisation of the Charged Assets and in the exercise of all powers, authorities and discretions vested in the Bank or any Receiver or any delegate or sub-delegate To this intent, the Company will in particular execute all transfers, conveyances, assignments and assurances of the Charged Assets whether to the Bank or to its nominees and give all notices, orders and directions and make all registrations which the Bank may reasonably think expedient The Company's obligations under this clause shall be in addition to and not in substitution for the covenants for further assurance deemed to be included herein by virtue of section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994

22 CERTIFICATES AND DETERMINATIONS

Any certification or determination by the Bank or a Group Member as to the amount of the Secured Liabilities (or any part of them) or any rate or other amount is, in the absence of obvious error, conclusive evidence of the matter to which it relates and shall be binding on the Company

23 BANK'S RIGHTS, ETC CUMULATIVE, WAIVERS AND INDULGENCE

23 1 No delay or omission on the part of the Bank or any Group Member in exercising any right, power, privilege or remedy under this Debenture or otherwise in respect of the Secured Liabilities shall impair or preclude any further exercise of such right, power, privilege or remedy or the exercise of any other right, power, privilege or remedy

23 2 The Bank's rights under this Debenture are cumulative and not exclusive of any rights provided by law and may be exercised from time to time as often as the Bank deems expedient,

23 3 Any waiver by the Bank of any terms of this Debenture or any consent or approval given by the Bank under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given

23 4 The Bank or a Group Member may give time or other indulgence or make any other arrangement, variation or release with any person in respect of the Secured Liabilities or any other security or guarantee for the Secured Liabilities without derogating from the Company's liabilities or the Bank's rights under this Debenture

23 5 Any Group Member may rely on this clause 23 subject to the provisions of the Contracts (Rights of Third Parties) Act 1999

24 SEVERABILITY

If a provision of this Debenture is or becomes illegal, invalid or unenforceable, that will not affect the legality, validity or enforceability of any other provision of this Debenture

25 ASSIGNMENT

25 1 The Bank or any Group Member may at any time assign or otherwise transfer all or any part of its rights and obligations under this Debenture or any security created by it

25 2 The Bank and each Group Member may disclose to any person

25.2 1 to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of

25 2 1 1 the Secured Liabilities, and/or

25 2.1 2 its rights and obligations under this Debenture,

25 2 2 with (or through) whom it enters into (or may potentially enter into) any sub-participation in relation to, or any other transaction under which payments are to be made by reference to, the Secured Liabilities or the Company,

25 2 3 to whom, and to the extent that, information is required to be disclosed by any applicable law or regulation, or

25 2 4 who is its Affiliate,

any information about the Company and this Debenture as the Bank or that Group Member shall consider appropriate

25 3 The Company may not assign any of its rights or transfer any of its rights or obligations under this Debenture

25 4 Any Group Member may rely on this clause 25 subject to the provisions of the Contracts (Rights of Third Parties) Act 1999

26 GOVERNING LAW AND JURISDICTION

This Debenture (and any non-contractual obligations arising out of or in connection with it) will be governed by and construed in accordance with English law and the parties hereto irrevocably submit to the jurisdiction of the English Courts

27 **DEMANDS**

27 1 Any notice, demand or other communication under or in connection with this Debenture shall be in writing and shall be deemed to be sufficiently given if delivered personally or sent by first class pre-paid post or facsimile transmission (where given by the Bank) to the address of the Company last known to the Bank or as notified by the Company to the Bank in writing for such purpose and (where given by the Company) to the address of the Bank which appears on page 2 of this Debenture or to such address as the Bank may notify in writing for such purpose to the Company

27 2 Any notice, demand or other communication shall be deemed to have been received by the receiving party 24 hours after posting (where sent by first class pre-paid post), immediately upon delivery (where delivered personally) and immediately on sending (where sent by facsimile transmission and received by the other party but provided that it is legible and complete)

28 **DECLARATION**

If the Company is either a company registered under the Companies Acts or an industrial and provident society registered under the Industrial and Provident Societies Acts, the Company hereby certifies that this Debenture does not contravene any provisions of its memorandum and articles of association or its rules (as the case may be) or other documents governing or comprising the constitution or incorporation of any company or industrial and provident society comprised in the Company

29 **THE LAND REGISTRY**

If the title to any Charged Property is or is to be registered at the Land Registry and in respect of any other registered title against which a fixed charge created by this Debenture may be registered, the Company applies to the Chief Land Registrar for a restriction to be entered on the register of the Company's title relating to such Charged Property that no disposition of the registered estate by the proprietor(s) of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated in favour of Santander UK plc referred to in the charges register

IN WITNESS whereof this Debenture has been duly executed and unconditionally delivered as a deed by the Company on the date first above written and has been signed on behalf of the Bank on that date

THE SCHEDULE

Property	**Title Number**
All that freehold/leasehold property known as	

or comprised in the following documents

Date	Parties	Document

Executed as a deed by affixing
THE COMMON SEAL OF B NEWTON (CHEMISTS) LIMITED
in the presence of -

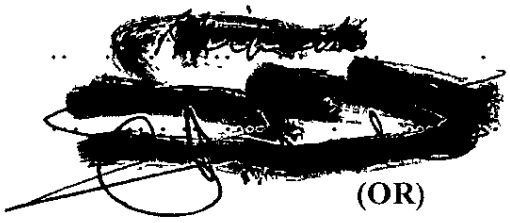


Director Company Number 00916481

Director/Secretary

(OR)

Executed as a deed by B NEWTON (CHEMISTS) LIMITED
acting by two directors/a director and its secretary



Director Company Number 00916481

Director/Secretary

(OR)

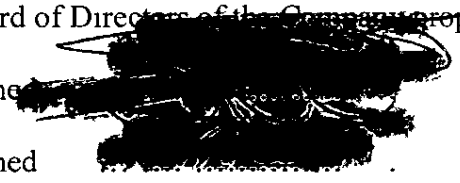
EXECUTED AND DELIVERED
as a deed by B NEWTON (CHEMISTS) LIMITED
acting by a director in the presence of)
)_____

Witness Signature
Witness Name
Witness Address

Board Approval

I hereby certify that the execution of this Debenture, which will secure all liabilities, present and future, of the Company to Santander UK plc and its subsidiaries for the time being or any of them, was approved by a resolution of the

Board of Directors of the Company properly passed on (date) 1/8/14.



Signed (Secretary / Director)

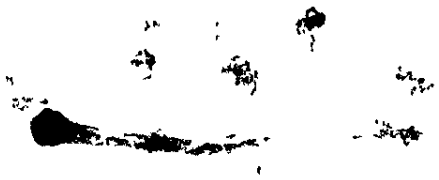
Signed (Secretary / Director)

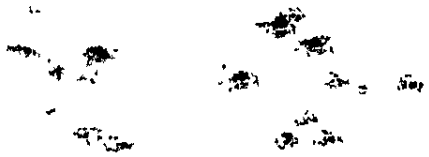
Signed for and on behalf of the Bank by

_____

A person authorised to act for that purpose







NOTE – NOT TO BE USED FOR (LAND) REGISTERED CHARGES

RELEASE

The Bank HEREBY ACKNOWLEDGES that the Group Members have received all monies intended to be secured by the within-written Debenture and HEREBY RELEASES all that property comprised in or charged by the said Debenture PROVIDED ALWAYS that this Release shall not discharge the within-written Company from any liability to any Group Member remaining to be paid or any other security held by any Group Member

IN WITNESS whereof the signatures of two authorised officials of the Bank are appended by authority of the Board of Directors

Dated this day of 20

Name

AUTHORISED OFFICIAL Status

Name

AUTHORISED OFFICIAL Status