

MR01

Particulars of a charge

646085/13

IRIS 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 MR08

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

Please return
via
CH London Counter

This form **must be delivered to the Registrar for registration**
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 form
scanned and placed on the public record

TUESDAY



LD6 11/06/2013 #86
COMPANIES HOUSE

1 Company details

Company number ✓ 3 5 3 9 1 0 2
Company name in full ✓ 12 Greencroft Gardens Limited (the Chargor)

2 For official use

→ **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 1 0 0 6 2 0 1 3

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 The Royal Bank of Scotland plc

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

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4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

Land

The Chargor charged

- (a) by way of legal mortgage its interest in the freehold property known as 12 Greencroft Gardens, London NW6 3LS registered at the Land Registry under title number NGL126144, and
- (b) by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land

Land has the same meaning as it has in section 205 (1) of the Law of Property Act 1925

Please see continuation page for further details.

5

Fixed charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☒ Yes Continue

☐ No Go to Section 7

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

☒ Yes

7

Negative Pledge

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

☒ Yes

☐ No

MR01 - continuation page

Particulars of a charge

4	Description	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security
Description	<u>Intellectual Property Rights</u> the Chargor charged by way of fixed charge means	<ul style="list-style-type: none"> (a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property, (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature, and (c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above, arising or subsisting in any jurisdiction and whether registered or not.

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Particulars of a charge

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Trustee statement ①

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X Dentons UKNEALUP

X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Lorraine Davis 70001 00810

Company name Dentons UKMEA LLP

Address One Fleet Place

Post town London

County/Region

Postcode E C 4 M 7 W S

Country

DX

Telephone +44 20 7242 1212



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: 3539102

Charge code: 0353 9102 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th June 2013 and created by 12 GREENCROFT GARDENS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th June 2013

LC

Given at Companies House, Cardiff on 13th June 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

SNR DENTON 

EXECUTION VERSION

Debenture

Dated 10 June 2013

12 Greencroft Gardens Limited
(the Chargor)

The Royal Bank of Scotland plc
(the Lender)

I certify that, save for material redacted pursuant to s 859G of the Companies Act 2006, this is a true copy of the part of the charging instrument signed by or on behalf of the chargor, and attaches a true copy of the signature page to each other part of such charging instrument

Dated 11 June 2013

Signed 

Name LORRAINE DAMS

SNR Denton UK LLP
One Fleet Place
London EC4M 7WS
United Kingdom

Dentons UKMEA LLP

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Debenture

Dated *10 June* 2013

Between

- (1) **12 Greencroft Gardens Limited**, a company incorporated in England and Wales with registered number 3539102 (the **Chargor**), and
- (2) **The Royal Bank of Scotland plc** as lender and hedging counterparty (the **Lender**)

Recitals

- A The Lender has agreed to make credit facilities available on the terms of the Facility Agreement
- B The Chargor has agreed to provide Security to the Lender to secure the payment and discharge of the Secured Liabilities

This deed witnesses

1 Definitions and interpretation

1.1 Definitions

Words and expressions defined in the Facility Agreement have the same meanings in this Debenture unless they are expressly defined in it and, in addition, in this Debenture

Act means the Law of Property Act 1925

Collateral Warranties means any collateral warranties or the benefit of any construction related agreement obtained by the Chargor from time to time in connection with any Property

Default Rate means the rate of interest specified in, and calculated in accordance with, clause 8.3 of the Facility Agreement

Derivative Contract means

- (a) any Hedging Agreement, and
- (b) any other master agreement, schedule, confirmation, novation or other instrument entered into by the Chargor and a counterparty in connection with protection against or benefit from fluctuation in any rate or price

Equipment means all fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties

Facility Agreement means the facility agreement dated 3 November 2011 between the Principal Debtor and the Lender

Insurance means, each contract or policy of insurance to which the Chargor is a party or in which it has an interest

Intellectual Property Rights means

- (a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property,
- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature, and
- (c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above,

arising or subsisting in any jurisdiction and whether registered or not

Investments means

- (a) all or any stocks, shares, bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations), and
- (b) all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of them,

and includes all dividends, interest and other distributions paid or payable on or in respect of them

Land has the same meaning as it has in section 205(1) of the Act

Principal Debtor means Basalt Holdings Limited a company incorporated in the British Virgin Islands with registered number 406474

Receiver means a receiver appointed pursuant to this Debenture or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Lender is permitted by law to appoint an administrative receiver, includes an administrative receiver

Regulations means the Financial Collateral Arrangements (No 2) Regulations 2003 (S I 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **Regulation** means any of them

Secured Liabilities means all

- (a) indebtedness of the Principal Debtor to the Lender of any kind and in any currency, including interest and bank charges,
- (b) other liabilities of the Principal Debtor to the Lender, and
- (c) costs and expenses (including legal fees) reasonably incurred by the Lender in connection with that indebtedness, those liabilities and this Debenture, on a full indemnity basis,

together with interest at the Default Rate on those amounts from the date on which the liability was incurred to the date of actual payment (both before and after judgment)

Security Assets means all of the assets of the Chargor which are the subject of any Security created or to be created by this Debenture

1 2 Construction

1 2 1 The principles of construction set out in clause 1 2 (*Construction*) of the Facility Agreement apply to this Debenture, insofar as they are relevant to it and subject to any necessary changes, as they apply to the Facility Agreement

1 2 2 Unless a contrary intention appears, any reference in this Debenture to

- (a) this **Debenture** is a reference to this Debenture as amended, varied, novated, supplemented and replaced from time to time,
- (b) the **Chargor**, the **Principal Debtor**, the **Lender** or a **Receiver** includes any one or more of its assigns, transferees and successors in title (in the case of the Chargor, so far as any such is permitted), and
- (c) the **Lender** or a **Receiver** (except for the references in Clause 15 (*Power of attorney*)), includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates

1 2 3 Each of the mortgages, fixed charges and assignments contained in Clauses 3 1 (*Land*) to 3 12 (*Other contractual rights*) (inclusive) over each category of assets and each asset specified in those Clauses shall be read and construed separately, as though each such category and asset were mortgaged, charged or assigned (as applicable) independently and separately of each other

1.3 Third party rights

1 3 1 Any Receiver and its officers, employees and agents may enforce any term of this Debenture which purports to confer a benefit on that person, but no other person who is not a party to this Debenture has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Debenture

1 3 2 Notwithstanding any term of any Finance Document, the parties to this Debenture and any Receiver may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Debenture without the consent of any person who is not a party to this Debenture

1 4 Effect as a deed

This Debenture shall take effect as a deed even if it is signed under hand on behalf of the Lender

1 5 Law of Property (Miscellaneous Provisions) Act 1989

The terms of the other Finance Documents and of any side letters between any parties in relation to any Finance Document are incorporated in this Debenture to the extent required to ensure that any purported disposition of an interest in Land contained in this Debenture is a

valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

2 Covenant to pay

The Chargor covenants with the Lender that it will on demand pay and discharge the Secured Liabilities when due

3 Creation of Security

3 1 Land

The Chargor charges

- (a) by way of legal mortgage its interest in the Land referred to in Schedule 1 (*Land charged by way of legal mortgage*), and
- (b) by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land

3 2 Investments

The Chargor mortgages or (if or to the extent that this Debenture does not take effect as a mortgage) charges by way of fixed charge all Investments, including those held for it by any nominee

3 3 Equipment

The Chargor charges by way of fixed charge all Equipment in so far as it is not charged by way of legal mortgage under Clause 3 1 (*Land*)

3 4 Bank accounts

The Chargor charges by way of fixed charge all amounts standing to the credit of each bank account in its name and all of its right, title and interest in and relating to each such bank account

3 5 Intellectual Property Rights

The Chargor charges by way of fixed charge all Intellectual Property Rights

3 6 Goodwill

The Chargor charges by way of fixed charge its goodwill

3 7 Uncalled capital

The Chargor charges by way of fixed charge its uncalled capital

3 8 Authorisations

The Chargor charges by way of fixed charge the benefit of all Authorisations held in relation to any Security Asset

3 9 Collateral Warranties

The Chargor charges by way of fixed charge all its rights under any Collateral Warranties

3.10 Derivative Contracts

The Chargor charges by way of fixed charge its right to receive all moneys payable under any Derivative Contract

3.11 Insurances

The Chargor assigns absolutely all its rights and interests under the Insurances

3 12 Other contractual rights

The Chargor assigns absolutely all its rights and interests under or in respect of

- (a) each Lease Document,
- (b) all Rental Income,
- (c) all Net Disposals Proceeds payable to the Chargor in respect of the Land referred to in Schedule 1 (*Land charged by way of legal mortgage*),
- (d) any guarantee of Rental Income contained in or relating to any Lease Document,
- (e) each appointment of a Managing Agent (if any), and
- (f) any other agreement to which it is a party which is not otherwise effectively assigned or charged by way of fixed charge pursuant to this Clause 3, except any Derivative Contract

3 13 Other assets

3 13 1 The Chargor charges by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under this Clause 3

3 13 2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by this Debenture

3 14 Trust

3 14 1 Subject to Clause 3 14 2, if or to the extent that the assignment or charging of any Security Asset is prohibited, the Chargor holds it on trust for the Lender

3 14 2 If the reason referred to in Clause 3 14 1 is that

- (a) a consent or waiver must be obtained, or
- (b) a condition must be satisfied,

then

(i) subject to Clause 3 14 3, the Chargor shall apply for the consent or waiver, and

(ii) the Chargor shall use its best endeavours to satisfy the condition,

in each case within 14 days of the date of this Debenture or, if the Security Asset is acquired after the date of this Debenture, within 14 days of the date of acquisition

3 14 3 Where the consent or waiver is not to be unreasonably withheld, the Chargor shall

(a) use its best endeavours to obtain it as soon as possible, and

(b) keep the Lender informed of the progress of the negotiations to obtain it

3 14 4 On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under this Clause 3 and, in relation to such Security Asset, the trust referred to in Clause 3 14 1 shall terminate

4 Nature of Security created

4 1 General

The Security created under this Debenture is created

(a) as a continuing security to secure the payment and discharge of the Secured Liabilities,

(b) (except in the case of assets which are the subject of a legal mortgage under this Debenture) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them,

(c) in favour of the Lender, and

(d) with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, incumbrances and rights, even if the Chargor does not know and could not reasonably be expected to know about them)

4 2 Security over Derivative Contracts

The Security created under this Debenture over any Derivative Contract shall apply net of set-off or combination of accounts owed under, and in accordance with the terms of, that Derivative Contract

5 Conversion of floating charge

5 1 Conversion on notice

Subject to Clause 5 2 (*Limitation*), the Lender may by notice to the Chargor at any time during the Security Period convert the floating charge created by this Debenture into a fixed charge in respect of any Security Asset specified in that notice if

(a) an Event of Default is continuing, or

- (b) the Lender considers that Security Asset to be in danger of being seized, attached, charged, taken possession of or sold under any form of distress, sequestration, execution or other process or otherwise to be in jeopardy

5.2 Limitation

Clause 5 1 (*Conversion on notice*) shall not apply by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986

5 3 Automatic conversion

The floating charge created by this Debenture will convert automatically into fixed charges

- (a) if the Lender receives notice of an intention to appoint an administrator of the Chargor,
- (b) if any steps are taken, (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of the Chargor over all or any part of its assets, or if such person is appointed,
- (c) if the Chargor creates or attempts to create Security over all or any of the Security Assets, other than Permitted Security,
- (d) on the crystallisation of any other floating charge over the Security Assets,
- (e) if any person seizes, attaches, charges, takes possession of or sells any Security Asset under any form of distress, sequestration, execution or other process, or attempts to do so, and
- (f) in any other circumstances prescribed by law

6 Positive covenants

The covenants in this Clause 6 remain in force from the date of this Debenture until the expiry of the Security Period

6 1 Preservation of the Security Assets

The Chargor shall

- (a) keep all Land, all Equipment and all other tangible assets which form part of the Security Assets in good and substantial repair, fair wear and tear excepted and permit the Lender free access at all reasonable times and on reasonable notice to view their state and condition,
- (b) preserve, maintain and renew as and when necessary all Intellectual Property Rights which form part of the Security Assets,
- (c) observe and perform all covenants, undertakings, laws and regulations from time to time affecting any Security Asset or the use or enjoyment of it,

- (d) pay all Tax, rents, rates, duties, fees, charges, assessments, impositions, calls, instalments and outgoings which are properly payable at any time during the Security Period in respect of any Security Asset or by the owner or occupier of it (and if it fails to pay that amount when due, the Lender may pay it),
- (e) notify the Lender of any action commenced by a third party to seize, attach, charge, take possession of or sell any Security Asset which (to the best of its knowledge and belief) has been started or threatened, and
- (f) at its own cost, defend any proceedings (including proceedings to seize, attach, charge, take possession of or sell) brought by a third party relating to any Security Asset

6 2 Notice to tenants

The Chargor must

- (a) promptly following the execution of this Debenture serve a notice of assignment, in each case in the form of Schedule 3 (*Forms of Letter for Occupational Tenants*) (or other form approved by the Lender) on each tenant of a Property and deliver to the Lender a certified copy of each notice, and
- (b) use all reasonable endeavours to ensure that each such tenant acknowledges that notice, in the form of Schedule 3 (*Forms of Letter for Occupational Tenants*) (or other form approved by the Lender)

6 3 Insurances and other assigned agreements

6 3 1 The Chargor shall

- (a) at any time if requested by the Lender, promptly give notice to the counterparties to the Insurances of the assignment created under Clause 3 11 (*Insurances*), each such notice to be in the form set out in Schedule 4 (*Forms of Letter for Insurances*) (or other form approved by the Lender) and deliver to the Lender a certified copy of each notice,
- (b) at the request of the Lender, promptly give notice to the counterparties to any other agreement assigned under Clause 3 12 (*Other contractual rights*) of that assignment, such notice to be in the form set out in Schedule 5 (*Forms of Letter for assigned agreements*) (or other form approved by the Lender) and deliver to the Lender a certified copy of each notice,
- (c) use all reasonable endeavours to procure that each party served with a notice under paragraphs (a) or (b) of this Clause countersigns and returns it to the Lender as set out in Schedule 4 (*Forms of Letter for Insurances*) or Schedule 5 (*Forms of Letter for assigned agreements*) as applicable (or in any other form approved by the Lender)

6 3 2 Subject to the terms of the Facility Agreement and to the terms of any notice or acknowledgement given or received pursuant to Clause 6 3 1, while no Event of Default is continuing the Chargor may

- (a) exercise its rights in respect of the agreements assigned pursuant to Clauses 3 11 (*Insurances*) and 3 12 (*Other contractual rights*), and

- (b) deal with the relevant counterparties in respect of those agreements

6 4 Derivative Contracts

The Chargor shall

- (a) promptly after the execution of this Debenture or (as the case may be) promptly after the execution of any Derivative Contract entered into after the date of this Debenture, give notice to the counterparties to the Derivative Contracts of the fixed charge created under Clause 3 10 (*Derivative Contracts*), each such notice to be in the form set out in Schedule 6 (*Form of notice for Derivative Contracts*) (or other form approved by the Lender) and deliver to the Lender a certified copy of each notice,
- (b) use all reasonable endeavours to procure that each party served with a notice under paragraph (a) of this Clause countersigns and returns it to the Lender as set out in Schedule 6 (*Form of notice for Derivative Contracts*) (or in any other form approved by the Lender)

6 5 Payments without deduction

The Chargor covenants with the Lender that all payments to be made by it under this Debenture shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim

7 Negative covenants

The covenants in this Clause 7 remain in force from the date of this Debenture until the expiry of the Security Period

7 1 Disposals

- 7 1 1 The Chargor shall not, except as permitted under the Facility Agreement, enter into a single transaction or a series of transactions (whether related or not), whether voluntary or involuntary and whether at the same time or over a period of time, to sell, lease, transfer, loan, or otherwise dispose of any Security Asset, or enter into an agreement to make any such disposal
- 7 1 2 Clause 7 1 1 does not apply to a disposal of any Security Asset which, at the time of that disposal, is subject to the floating charge created by this Debenture and which is made in the ordinary course of the day-to-day trading activities of the Chargor

7 2 Negative pledge

The Chargor shall not create or permit to subsist any Security over any Security Asset except for Permitted Security

7 3 Preservation of the Security Assets

The Chargor shall not without the written consent of the Lender

- (a) enter into any onerous obligation or restriction affecting any Security Asset,
- (b) in relation to any Land forming part of the Security Assets

- (i) part with possession of it, confer on any other person any right or licence to occupy it or grant any licence to assign, sub-let or create any Security over it,
- (ii) exercise any of the powers conferred by sections 99 and 100 of the Act of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases,
- (iii) vary, assign or otherwise dispose of or allow to be forfeited any leasehold interest,
- (iv) agree any rent review,
- (v) make any structural or material alteration, or do or allow anything to be done which falls within the definition of development in section 55 of the Town and Country Planning Act 1990,
- (vi) allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor, or create or permit to arise any interest which overrides under the Land Registration Act 2002 (and the Chargor shall reimburse the Lender for its reasonable costs of lodging
 - (aa) a caution against first registration of the title to that Land, or
 - (bb) if that Land is unregistered, a land charge),
- (vii) make an application, consent to or acquiesce in the application by any third party, to the Land Registry to enter any matter on the register of title,
- (c) in relation to any uncalled capital of the Chargor, call it up or receive it in advance of calls unless the Lender otherwise directs, nor apply it, when paid, otherwise than in payment of the Secured Liabilities or as the Lender otherwise directs, or
- (d) take any Security in connection with its liability under this Debenture from any guarantor of, or provider of Security for, any of the Secured Liabilities

8 Enforcement

8.1 When Security becomes enforceable

The Security created by this Debenture shall become enforceable

- (a) on the occurrence of an Event of Default, or
- (b) if the Chargor so requests

8.2 Powers on enforcement

At any time after the Security created by this Debenture has become enforceable the Lender may (without prejudice to any other of its rights and remedies and without notice to the Chargor) do all or any of the following

- (a) exercise all the powers and rights conferred on mortgagees by the Act, as varied and extended by this Debenture, without the restrictions contained in sections 103 or 109(1) of the Act,

- (b) exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Security Asset, without the restrictions imposed by sections 99 and 100 of the Act,
- (c) to the extent that any Security Asset constitutes Financial Collateral, as defined in the Regulations, appropriate it and transfer the title in and to it to the Lender insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18,
- (d) subject to Clause 9 1 1 (*Method of appointment and removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Security Assets, and
- (e) appoint an administrator of the Chargor

8 3 Disposal of the Security Assets

In exercising the powers referred to in Clause 8 2(a) (*Powers on enforcement*), the Lender or any Receiver may sell or dispose of all or any of the Security Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it

8 4 Application of moneys

8 4 1 The Lender or any Receiver shall apply moneys received by them under this Debenture after the Security created under this Debenture has become enforceable in the following order

- (a) **first**, in or towards the payment pro rata of, or the provision pro rata for, any unpaid costs and expenses of the Lender and any Receiver under this Debenture or which are incidental to any Receiver's appointment, together with interest at the Default Rate (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full,
- (b) **secondly**, in or towards the payment pro rata of, or the provision pro rata for, any unpaid fees, commission or remuneration of the Lender and any Receiver,
- (c) **thirdly**, in or towards the discharge of all liabilities having priority to the Secured Liabilities,
- (d) **fourthly**, in or towards the discharge of the Secured Liabilities in accordance with the Facility Agreement, and
- (e) **fifthly**, in the payment of any surplus to the Chargor or other person entitled to it,

and section 109(8) of the Act shall not apply

8 4 2 Clause 8 4 1 will override any appropriation made by the Chargor

9 Appointment and powers of Receivers

9 1 Method of appointment and removal

9 1 1 The Lender may not appoint a Receiver by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986

9.1.2 Every appointment or removal of a Receiver, of any delegate or of any other person by the Lender pursuant to this Debenture may be made in writing under the hand of any officer or manager of the Lender (subject to any requirement for a court order in the removal of an administrative receiver)

9.2 Powers of Receiver

Every Receiver shall have all the powers

- (a) of the Lender under this Debenture,
- (b) conferred by the Act on mortgagees in possession and on receivers appointed under the Act,
- (c) which are specified in Schedule 1 of the Insolvency Act 1986 in relation to, and to the extent applicable to, the Security Assets or any of them (whether or not the Receiver is an administrative receiver within the meaning of that Act) together with the additional powers set out in Schedule 2 (*Additional powers of Receiver*), and
- (d) in relation to any Security Asset, which he would have if he were its only beneficial owner

9.3 Joint or several

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this Debenture

9.4 Receiver as agent

Every Receiver shall be the agent of the Chargor which shall be solely responsible for his acts and defaults and for the payment of his remuneration

9.5 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Lender and the maximum rate specified in section 109(6) of the Act shall not apply

10 Protection of purchasers

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

- (a) to see or enquire whether the right of the Lender or any Receiver to exercise any of the powers conferred by this Debenture has arisen or not,
- (b) with the propriety of the exercise or purported exercise of those powers, or
- (c) with the application of any moneys paid to the Lender, to any Receiver or to any other person

11 Protection of the Lender and Receivers

11 1 Exclusion of liability

None of the Lender, any Receiver or any of their respective officers or employees shall have any responsibility or liability

- (a) for any action taken, or any failure to take any action, in relation to all or any of the Security Assets,
- (b) to account as mortgagee in possession or for any loss upon realisation of any Security Asset,
- (c) for any loss resulting from any fluctuation in exchange rates in connection with any purchase of currencies under Clause 16 (*Currency*),
- (d) for the loss or destruction of, or damage to, any of the Security Assets, or to any documents of or evidencing title to them, which are in the possession or held to the order of any such person (and which will be held by such persons at the expense and risk of the Chargor), or
- (e) for any other default or omission in relation to all or any of the Security Assets for which a mortgagee in possession might be liable,

except in the case of gross negligence or wilful misconduct on the part of that person

11 2 General indemnity

11 2 1 The Chargor shall indemnify the Lender, any Receiver and their respective officers and employees against all actions, proceedings, demands, claims, costs, expenses, and other liabilities incurred by them in respect of all or any of the following

- (a) any act or omission by any of them in relation to all or any of the Security Assets,
- (b) any payment relating to or in respect of all or any of the Security Assets which becomes payable at any time by any of them,
- (c) any stamp, registration or similar Tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this Debenture,
- (d) carrying out or purporting to carry out any of the rights, powers and discretions conferred on them by or permitted under this Debenture, and
- (e) any breach by the Chargor of any of its covenants or other obligations to the Lender,

except in the case of gross negligence or wilful misconduct on the part of that person

11 2 2 The Chargor shall pay interest at the Default Rate on the sums payable under this Clause from the date on which the liability was incurred to the date of actual payment (both before and after judgment)

11.3 Indemnity out of the Security Assets

The Lender, any Receiver and their respective officers and employees shall be entitled to be indemnified out of the Security Assets in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 11.2 (*General indemnity*)

12 Preservation of Security

12.1 Reinstatement

If any payment by the Chargor or discharge given by the Lender (whether in respect of the obligations of the Chargor or any Security for those obligations or otherwise) is avoided or reduced as a result of insolvency, liquidation, administration or any similar event

- (a) the liabilities of the Chargor and the Security created by this Debenture shall continue as if the payment, discharge, avoidance or reduction had not occurred, and
- (b) the Lender shall be entitled to recover the value or amount of that Security or payment from the Chargor, as if the payment, discharge, avoidance or reduction had not occurred

12.2 Waiver of defences

Neither the Security created by this Debenture nor the obligations of the Chargor under this Debenture will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it or the Lender) including

- (a) any time, waiver or consent granted to, or composition with, the Principal Debtor, the Chargor or other person,
- (b) the release of the Principal Debtor, the Chargor or any other person under the terms of any composition or arrangement with any person,
- (c) the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of the Principal Debtor, the Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security,
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Principal Debtor, the Chargor or any other person,
- (e) any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of a Finance Document or any other document or Security,
- (f) any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under any Finance Document or any other document, or
- (g) any insolvency, liquidation, administration or similar procedure

12.3 Chargor intent

Without prejudice to the generality of Clause 12.2 (*Waiver of defences*), the Chargor expressly confirms that it intends that the Security created by this Debenture shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following

- (a) acquisitions of any nature,
- (b) increasing working capital,
- (c) enabling investor distributions to be made,
- (d) carrying out restructurings,
- (e) refinancing existing facilities,
- (f) refinancing any other indebtedness,
- (g) making facilities available to new borrowers,
- (h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time, and

any fees, costs and/or expenses associated with any of the foregoing

12.4 Immediate recourse

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

12.5 Appropriations

During the Security Period the Lender may

- (a) refrain from applying or enforcing any moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or, subject to Clause 8.4.1 (*Application of moneys*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the Chargor shall not be entitled to the benefit of the same, and
- (b) hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Secured Liabilities

12.6 Deferral of Chargor's rights

During the Security Period and unless the Lender otherwise directs, the Chargor shall not exercise any rights which it may have by reason of performance by it of its obligations under this Debenture or the enforcement of the Security created by this Debenture.

- (a) to claim any contribution from any guarantor of, or provider of Security in respect of, the Chargor's obligations under the Finance Documents, or
- (b) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under any Finance Document or of any guarantee or Security taken pursuant to, or in connection with, the Finance Documents by the Lender,

12.7 Additional Security

This Debenture is in addition to, is not in any way prejudiced by and shall not merge with any contractual right or remedy or other Security now or in the future held by or available to the Lender

12.8 New accounts

If the Lender receives notice (actual or otherwise) of any subsequent Security over or affecting all or any of the Security Assets it may open a new account or accounts in the name of the Chargor and, if it does not do so, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that subsequent Security, and as from that time all payments made by or on behalf of the Chargor to the Lender

- (a) shall be credited or be treated as having been credited to the new account, and
- (b) shall not operate to reduce the Secured Liabilities at the time when the Lender received or was deemed to have received such notice

13 Tacking

For the purposes of section 94(1) of the Act and section 49(3) of the Land Registration Act 2002 the Lender confirms that it shall make further advances to the Principal Debtor on the terms and subject to the conditions of the Finance Documents

14 Further assurance

14.1 Application to Land Registrar

The Chargor consents to the registration against the registered titles specified in Schedule 1 (*Land charged by way of legal mortgage*) of

- (a) a restriction in the following terms

"No disposition of the registered estate by the proprietor of the registered estate [or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction] is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date of Debenture] in favour of The Royal Bank of Scotland plc referred to in the charges register or their conveyancer (Form P)", and
- (b) a notice that the Lender is under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents

14 2 Further action

The Chargor shall, at its own expense, promptly take any action and sign or execute any further documents which the Lender may require in order to

- (a) give effect to the requirements of this Debenture,
- (b) protect, preserve and perfect the Security intended to be created by or pursuant to this Debenture,
- (c) protect and preserve the ranking of the Security intended to be created by or pursuant to this Debenture with any other Security over any assets of the Chargor,
- (d) facilitate the realisation of all or any of the Security Assets or the exercise of any rights, powers and discretions conferred on the Lender, any Receiver or any administrator in connection with all or any of the Security Assets, or
- (e) while any Event of Default is continuing, assign any Collateral Warranty capable of assignment to any person nominated by the Lender or any Receiver,

and any such document may disapply section 93 of the Act

14 3 Deposit of documents

The Chargor covenants that, on the date of this Debenture and at all times during the Security Period as soon as it receives them (and in any event as soon as the Lender so requests), it shall deposit with the Lender, in respect of or in connection with the Security Assets

- (a) all deeds, certificates and other documents of or evidencing title,
- (b) signed undated transfers of the Investments charged under Clause 3 2 (*Investments*), completed in blank and, if the Lender so requires, pre-stamped, and
- (c) any other documents which the Lender may from time to time require for perfecting its title, or the title of any purchaser

14 4 Law of Property (Miscellaneous Provisions) Act 1994

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to the provisions set out in this Clause 14

15 Power of attorney

The Chargor irrevocably and by way of security appoints each of

- (a) the Lender,
- (b) any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Lender, and
- (c) any Receiver,

jointly and severally as the Chargor's attorney, in the Chargor's name, on its behalf and in such manner as the attorney may in its or his absolute discretion think fit following the

occurrence of an Event of Default or following the failure by the Chargor to comply with a request from the Lender, to take any action and sign or execute any further documents which the Chargor is required to take, sign or execute in accordance with this Debenture. The Chargor agrees, promptly on the request of the Lender or any Receiver, to ratify and confirm all such actions taken and documents signed or executed.

16 Currency

16.1 The Spot Rate

In this Clause 16, the **Spot Rate** means the spot rate of exchange of the Lender for the purchase of any currency with any other currency in the London foreign exchange market.

16.2 Conversion of moneys received

The Lender may convert any moneys received, recovered or realised in any currency under this Debenture (including the proceeds of any previous conversion under this Clause 16) from their existing currency into any other currency, by purchasing that other currency at the Spot Rate.

16.3 Purchase of currency

If the Chargor fails to pay any sum under this Debenture on the due date, the Lender may, without notice to the Chargor, purchase at the Spot Rate any currency which the Lender considers necessary or desirable to cover the liabilities of the Chargor to pay that sum.

17 Discharge of Security

Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities, unless any third party has any subrogation or other rights in respect of the Security created by this Debenture at that time, the Lender shall, or shall procure that its appointees will, at the request and cost of the Chargor

- (a) release the Security Assets from this Debenture, and
- (b) re-assign to the Chargor those Security Assets that have been assigned to the Lender under Clause 3 (*Creation of Security*).

Section 93 of the Act shall not apply to this Debenture.

18 Costs and expenses

18.1 Transaction expenses

The Chargor shall promptly on demand pay the Lender the amount of all costs and expenses (including legal and other professional fees, disbursements and VAT) reasonably incurred by it in connection with the negotiation, preparation, printing and execution of this Debenture.

18.2 Amendment costs

If the Chargor requests an amendment, waiver, consent or release of or in relation to this Debenture, the Chargor shall, within three Business Days of demand, reimburse the Lender for the amount of all costs and expenses (including legal and other professional fees,

disbursements and VAT) reasonably incurred by it in responding to, evaluating, negotiating or complying with that request or requirement

18 3 Enforcement costs

The Chargor shall, within three Business Days of demand, pay to the Lender or any Receiver the amount of all costs and expenses (including legal and other professional fees, disbursements and VAT) incurred by the Lender or any Receiver in connection with the enforcement of, or the preservation of any rights under, this Debenture or the investigation of any possible Default

19 Assignment

19.1 Procedure

The Lender may assign any of its rights under this Debenture to any person to whom it assigns or transfers any of its rights or obligations under the Facility Agreement

19 2 Disclosure of information

The Lender may disclose to any assignee, transferee or proposed assignee or transferee any information it thinks fit in relation to the Chargor and the Finance Documents

20 Notices

20 1 Communications in writing

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

20 2 Addresses

20 2 1 The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made or delivered under or in connection with this Debenture is that identified with its name below or any substitute address, fax number or department or officer as either party may notify to the other by not less than five Business Days' notice

20 2 2 The addresses referred to in Clause 20 2 1 are

(a) The Chargor

12 Greencroft Gardens Limited
Highview House
6 Queens Road
London NW4 2TH
Attention Roy Shai
Fax

(b) The Lender

The Royal Bank of Scotland plc
Real Estate Finance
280 Bishopsgate

London EC2M 4RB

Attention Paul Bryan
Fax 0207 672 1108

20.3 Delivery

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

- (a) if by way of fax, when received in legible form, or
- (b) if by way of letter, (i) when it has been left at the relevant address or (ii) two Business Days (or, in the case of airmail, five Business Days) after being deposited in the post postage prepaid (or, as the case may be, airmail postage prepaid), in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 20.2 (Addresses), if addressed to that department or officer

20.3.2 Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified in Clause 20.2.2 (or any substitute department or officer as the Lender shall specify for this purpose)

20.4 English language

20.4.1 Any notice given under or in connection with this Debenture must be in English

20.4.2 All other documents provided under or in connection with this Debenture must be

- (a) in English, or
- (b) if not in English, and if so required by the Lender accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document

21 Calculations and certificates

21.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Debenture, the entries made in the accounts maintained by the Lender are *prima facie* evidence of the matters to which they relate

21.2 Certificates and determinations

Any certification or determination by the Lender of a rate or amount under this Debenture is, in the absence of manifest error, conclusive evidence of the matters to which it relates

22 Partial invalidity

If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of

the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired

23 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this Debenture shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Debenture are cumulative and not exclusive of any rights or remedies provided by law.

24 Amendments and waivers

Any term of this Debenture may be amended or waived only with the written consent of the Chargor and the Lender.

25 Counterparts

This Debenture may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Debenture.

26 Governing law and enforcement

26.1 Governing law

English law governs this Debenture, its interpretation and any non-contractual obligations arising from or connected with it.

26.2 Jurisdiction

26.2.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute regarding the existence, validity or termination of this Debenture) (a **Dispute**).

26.2.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

26.2.3 This Clause 26.2 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

Executed as a deed and delivered on the date appearing at the beginning of this Debenture.

Schedule 1 - Land charged by way of legal mortgage

The freehold property known as 12 Greencroft Gardens, London NW6 3LS registered at the Land Registry under title number NGL126144

Schedule 2 - Additional powers of Receiver

In addition to the powers conferred by the Act on receivers and those conferred by Clause 9 2 (*Powers of Receiver*), each Receiver shall have the powers set out in this Schedule

- 1 To enter into, take possession of, collect and get in the Security Assets
- 2 To manage the Security Assets
- 3 To collect and get in all moneys or proceeds in any way arising from the Security Assets or any deed, document, right or entitlement affecting the Security Assets whether directly or indirectly
- 4 To sell, exchange, surrender, renounce, deal with, convert into money and realise the Security Assets or any estate or interest in any of them
- 5 To convey, assign or transfer the Security Assets subject to such exceptions, reservations and covenants and obligations as the Lender or any Receiver may consider necessary or expedient
- 6 For the purposes of realisation of any Security Asset, to convey, assign or transfer it to any person with or without consideration or exchange it for shares or other property Plant, machinery and other fixtures may be severed and sold separately from the premises containing them
- 7 To apportion any rent and/or the performance of any obligations
- 8 To acquire, renew, extend, grant, vary or otherwise deal with such easements, servitudes, rights, privileges and/or licences as the Lender or a Receiver considers expedient
- 9 To grant without restriction any lease or tenancy for any term whether commencing at once or at any future date at any or no rent and with or without any premium and generally on such terms as the Lender or any Receiver may consider expedient
- 10 To accept the surrender or renunciation of any lease or tenancy whether or not for the purpose of enabling a new lease to be granted
- 11 To give an effectual receipt for any premium payable on any grant or surrender or renunciation of any lease
- 12 To exercise, observe and perform for and on behalf of the Chargor any or all of the powers, obligations or duties conferred or imposed on any owner or occupier of property (whether as landlord and/or tenant) at common law or by statute (including the Landlord and Tenant Acts 1927 to 1988, the Landlord and Tenant (Covenants) Act 1995, the Rent Act 1977, the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Town and Country Planning (Scotland) Acts, the Public Health Act 1936, the Control of Pollution Act 1974 the Water Act 1989 and the Environmental Protection Act 1990)
- 13 To initiate, oppose, negotiate, participate in, compromise or conclude any review or revision of any rent payable in respect of any lease or tenancy

- 14 To exercise (whether on the Chargor's behalf or otherwise) any option or right of election available in law to the Chargor or the Lender or any Receiver to waive exemption so that the supplies shall be supplies chargeable or taxable for VAT purposes at the standard or other applicable rate of tax
- 15 To sign, seal, execute, deliver, complete and perfect all notices and documents as are thought fit by the Lender or the Receiver for exercising, observing and performing any of the powers, obligations or duties conferred or imposed on the Chargor by this Debenture or by any statute in respect of the Security Assets
- 16 To give receipts for any compensation moneys payable to or by a landlord or tenant
- 17 To promote, incorporate, manage and wind up either alone or with others any company either for the purposes of
 - (a) taking a conveyance, transfer, assignment, assignation or lease of or other interest in any Security Asset, and/or
 - (b) undertaking works on and/or providing services to the occupiers of any Security Asset,in any case where it is desirable or convenient to do so and/or in connection with or for the furtherance of all or any of the powers contained in this Debenture as the Lender or the Receiver may consider expedient
- 18 To construct or complete any building (whether or not it is in accordance with the development planned or being carried on at any Land) and any roads, access ways and services and generally to develop the Land in such manner as the Lender or the Receiver may consider expedient
- 19 To carry out any work involving furnishing or fitting out or the installation or provision of any plant, machinery, equipment or service
- 20 To utilise any moneys at any time or from time to time received for the purposes of financing any expenditure at any time or from time to time incurred in connection with or incidental to the exercise of any of the powers conferred by this Debenture in advance of any other payments
- 21 To continue, commence or undertake any business (whether or not previously carried on by the Chargor)
- 22 To borrow, raise or secure the payment of money which may be required for the exercise of any of the powers conferred by this Debenture in such manner including the creation of new assignments, mortgages or charges (whether or not having priority to this charge) as may be considered expedient
- 23 To obtain, renew, extend, amend or otherwise deal with such permissions, consents and/or licences for the benefit of or otherwise connected with or ancillary to the Security Assets or the use or development of any business comprised in the Security Assets as the Lender or the Receiver may consider necessary or desirable
- 24 To agree any variation, modification or determination of any existing deeds or agreements and enter into make or obtain any new agreements, deeds or bonds which the Lender or Receiver considers may be necessary or desirable

- 25 To employ staff, solicitors, architects, surveyors, quantity surveyors, estate agents, insurance brokers, contractors, builders, workmen, security staff, watchmen, building managers and others and purchase all proper stock, materials and other items as the Lender or the Receiver may consider expedient
- 26 To dedicate any part or parts of the Land as a highway where to do so is desirable in order that the Land may more conveniently be developed
- 27 To make any change or arrangement as to boundaries with adjoining owners and neighbours so as to resolve any dispute or to facilitate development
- 28 Provided this does not result in a breach of the terms of the headleases or any Occupational Lease, to effect and maintain insurance policies (whether against fire and other physical risks, loss of rent or third party or public liability, or structural or latent defect, or for other indemnity or otherwise) and to make, prove, negotiate, adjust or enforce any claim on any policy whether effected by the Chargor or the Lender or the Receiver
- 29 To take, defend, appeal or otherwise join in any proceedings (including any arbitration or determination of any issue or dispute by an independent expert) concerning or incidental to the Security Assets or to any of the powers set out in this Schedule
- 30 To make any arrangement or compromise or enter into any contracts which the Lender or the Receiver may consider expedient
- 31 To do all such other acts and things as the Lender or the Receiver may consider necessary or desirable for the management, development or realisation of all or any part or parts of the Security Assets and/or acts and things incidental or ancillary to the powers set out in this Schedule and the exercise of them

Schedule 3 - Forms of letter to and from Occupational Tenants

Part 1 - Notice to Occupational Tenant

[On the letterhead of the Chargor]

To [Occupational tenant]

[DATE]

Dear Sirs

re: [Property]

Debenture dated [] between 12 Greencroft Gardens Limited and The Royal Bank of Scotland plc (the Debenture)**

We refer to the lease dated [**] and made between [**] and [**] (the **Lease**)

This letter constitutes notice to you that under the Debenture we have assigned (by way of security) to The Royal Bank of Scotland plc (the **Lender**) all our rights under the Lease

We irrevocably instruct and authorise you to pay any rent payable by you under the Lease to the account at The Royal Bank of Scotland plc, Account No [**], Sort Code [**] designated the Re Basalt Holdings Limited Rent Account (the **Account**)

The instructions in this letter apply until you receive notice from the Lender to the contrary and notwithstanding any previous instructions given by us

The instructions in this letter may not be revoked or amended without the prior written consent of the Lender

This letter is governed by English law

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Lender at The Royal Bank of Scotland plc, Real Estate Finance, 280 Bishopsgate, London EC2M 4RB for the attention of ** with a copy to us

Yours faithfully,

For 12 Greencroft Gardens Limited

Part 2 - Acknowledgement of Occupational Tenant

To The Royal Bank of Scotland plc
Real Estate Finance
280 Bishopsgate
London EC2M 4RB

Attention [**]

Date [**]

Dear Sirs

re: [Property]

Debenture dated [] between 12 Greencroft Gardens Limited and The Royal Bank of Scotland plc (the Debenture)**

We confirm receipt from 12 Greencroft Gardens Limited (the **Chargor**) of a notice dated [**] (the **Notice**) in relation to the Lease (as defined in the Notice)

We accept the instructions contained in the Notice

We confirm that we

- (a) have not received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Lease (as defined in the Notice), and
- (b) will pay all rent and all other monies payable by us under the Lease into the Account (as defined in the Notice) until we receive your written instructions to the contrary

This letter is governed by English law

Yours faithfully,

For
[**]

Schedule 4 - Forms of letter for Insurances

[ON CHARGOR'S HEADED NOTEPAPER]

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

Attention **

Date **

Dear Sirs

Notice of assignment

1 We refer to the ** *[specify the relevant insurance policy]* dated **
between us and you (the **Policy**)

2 We notify you that

- (a) under a debenture dated ** between us and The Royal Bank of Scotland plc (the **Lender**) we have assigned to the Lender all our right, title and interest in and to, and all benefits accruing under, the Policy as security for certain obligations owed to the Lender,
- (b) we may not agree to amend or terminate the Policy without the prior written consent of the Lender,
- (c) until you receive written notice to the contrary from the Lender that an Event of Default has occurred, you may continue to deal with us in relation to the Policy and credit all moneys to which we are entitled under the Policy to the following account in our name ** *[insert details of relevant Controlled Account]* After receipt we will cease to have any right to deal with you in relation to the Policy and from that time you should deal only with the Lender, and
- (d) you are authorised to disclose information relating to the Policy to the Lender on request of the Lender

3 We request that you

- (a) after receipt of written notice in accordance with paragraph 2(c), ensure that all moneys to which we are entitled under the Policy are credited to any account of the Lender specified by the Lender (and are not paid to us),
- (b) note on the Policy the Lender's security interest under the Debenture, and
- (c) give the Lender not less than 30 days' written notice of your terminating the Policy or allowing the Policy to lapse

4 Please sign and return the enclosed copy of this notice to the Lender at *[insert Lender's address]* (with a copy to us) to confirm that you

- (a) agree to the terms of this notice and to act in accordance with its provisions,

- (b) have not received notice that we have assigned our rights under the Policy to a third party or created any other interest (whether by way of security or otherwise) in the Policy in favour of a third party, and
- (c) have not claimed or exercised, nor do you have any outstanding right to claim or exercise against us, any right of set-off, counter-claim or other right relating to the Policy

5 The provisions of this notice are governed by English law

Yours faithfully

for and on behalf of
[insert name of Chargor]

Copy to Lender

[On acknowledgement copy]

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

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

We acknowledge receipt of the above notice and confirm the matters set out in paragraph 4

for and on behalf of
[insert name of insurance company]

Date **

Schedule 5 - Forms of letter for assigned agreements

[ON CHARGOR'S HEADED NOTEPAPER]

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

Attention **

Date **

Dear Sirs

Notice of assignment

- 1 We refer to the ** *[specify the relevant assigned agreement]* dated **
between us and you (the **Agreement**)
- 2 We notify you that
 - (a) under a debenture dated ** between us and The Royal Bank of Scotland plc (the **Lender**) we have assigned to the Lender all our right, title and interest in and to, and all benefits accruing under, the Agreement as security for certain obligations owed to the Lender,
 - (b) we may not agree to amend or terminate the Agreement without the prior written consent of the Lender,
 - (c) until you receive written notice to the contrary from the Lender that an Event of Default has occurred, you may continue to deal with us in relation to the Agreement and credit all moneys to which we are entitled under the Agreement to the following account in our name ** *[insert details of relevant Controlled Account]*
After receipt we will cease to have any right to deal with you in relation to the Agreement and from that time you should deal only with the Lender, and
 - (d) you are authorised to disclose information relating to the Agreement to the Lender on request of the Lender
- 3 We request that you
 - (a) after receipt of written notice in accordance with paragraph 2(c), ensure that all moneys to which we are entitled under the Agreement are credited to the account of the Lender specified in that notice (and are not paid to us),
 - (b) give the Lender written notice of any breach of the Agreement as soon as you become aware of it, and
 - (c) give the Lender not less than 30 days' written notice of your terminating the Agreement
- 4 Please sign and return the enclosed copy of this notice to the Lender at *[insert Lender's address]* (with a copy to us) to confirm that you
 - (a) agree to the terms of this notice and to act in accordance with its provisions,

- (b) have not received notice that we have assigned our rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party, and
- (c) have not claimed or exercised, nor do you have any outstanding right to claim or exercise against us, any right of set-off, counter-claim or other right relating to the Agreement

5 The provisions of this notice are governed by English law

Yours faithfully

for and on behalf of
[insert name of Chargor]

Copy to Lender

[On acknowledgement copy]

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

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

We acknowledge receipt of the above notice and confirm the matters set out in paragraph 4

for and on behalf of
[insert name of counterparty]

Date **

Schedule 6 - Form of notice for Derivative Contracts

[ON CHARGOR'S HEADED NOTEPAPER]

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

Attention **

Date **

Dear Sirs

Notice of charge

- 1 We refer to the ** *[specify the relevant Derivative Contract]* dated **
between us and you (the **Agreement**)
- 2 We notify you that
 - (a) under a debenture dated ** between, among others, us and The Royal Bank of Scotland plc (the **Lender**) we have granted to the Lender a fixed charge over our right to receive all moneys payable under the Agreement as security for certain obligations owed to the Lender,
 - (b) we may not agree to amend or terminate the Agreement without the prior written consent of the Lender, and
 - (c) you are authorised to disclose information relating to the Agreement to the Lender on request
- 3 We request that you
 - (a) ensure that all moneys payable to us under the Agreement are credited to an account nominated by the Lender (and are not paid to us),
 - (b) give the Lender written notice of any breach of the Agreement as soon as you become aware of it, and
 - (c) give the Lender not less than 30 days' written notice of your giving notice to terminate the Agreement
- 4 Please sign and return the enclosed copy of this notice to the Lender (with a copy to us) to confirm that you
 - (a) agree to the terms of this notice and to act in accordance with its provisions, and
 - (b) have not received notice that we have assigned our rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party, and
- 5 The provisions of this notice are governed by English law

Yours faithfully

for and on behalf of
[insert name of Chargor]

Copy to Lender

[On acknowledgement copy]

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

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

We acknowledge receipt of the above notice and confirm the matters set out in paragraph 4

for and on behalf of
[insert name of counterparty]

Date ******

Chargor

Signed as a deed by
12 Greencroft Gardens Limited
acting by a director in the
presence of

)
)
)

[REDACTED]

ROY SHAI

Signature of witness

[REDACTED]

Name of witness

A. COHEN

Address

[REDACTED]
[REDACTED]
[REDACTED]

Lender

Signed and delivered as a deed
for and on behalf of
The Royal Bank of Scotland plc
by a duly authorised attorney
in the presence of

)
)
)
)
)

[REDACTED]

PETER NASH

Signature of witness

[REDACTED]

Name of witness

NATASHA KNIGHTON

Address

[REDACTED]
[REDACTED]