



Registration of a Charge

Company name: **CROMWOOD LTD**

Company number: **04512289**

Received for Electronic Filing: **17/05/2017**



X66NAVPK

Details of Charge

Date of creation: **10/05/2017**

Charge code: **0451 2289 0003**

Persons entitled: **BIG ISSUE INVEST LTD**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **GLENN ARRADON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4512289

Charge code: 0451 2289 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th May 2017 and created by CROMWOOD LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th May 2017 .

Given at Companies House, Cardiff on 18th May 2017

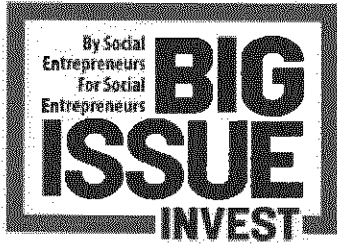
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



DATED

10th MAY

2017

**Debenture
with Floating Charge**

**CROMWOOD LTD
(the Chargor)**

in favour of

**Big Issue Invest Limited
(the Lender)**

CONTENTS

Clause	Page
1. Definitions And Interpretation	1
2. Covenant To Pay	3
3. Fixed Security	3
4. Floating Charge	5
5. Provisions As To Security	5
6. Further Assurance	6
7. Shares: Voting Rights And Dividends	7
8. Enforcement Of Security	8
9. Extension Of Powers And Right Of Appropriation	9
10. Appointment Of Receiver Or Administrator	10
11. Powers Of Receivers	11
12. Application Of Moneys	12
13. Protection Of Purchasers	12
14. Power Of Attorney	13
15. Effectiveness Of Security	13
16. Prior Security Interests	15
17. Subsequent Security Interests	15
18. Suspense Accounts	15
19. Finance Document	16
20. Release Of Security	16
21. Counterparts	16
22. Governing Law And Jurisdiction	Error! Bookmark not defined.
Schedules	
1. Registered Land To Be Mortgaged	17
2. Shares	18

THIS DEBENTURE is made by way of deed on

10th MAY

2017

- (1) **CROMWOOD LTD** registered in England & Wales with registration number **04512289** (the "Chargor"); and
- (2) **BIG ISSUE INVEST LIMITED** (company number **04764982**) (the "Lender").

THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Terms defined

In this Debenture:

"Borrower" means Cromwood Ltd registered in England and Wales with registration number **04512289**.

"Charged Assets" means each of the assets and undertaking of the Chargor which from time to time are the subject of any Security created or expressed to be created by it in favour of the Lender by or pursuant to this Debenture.

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights.

"Investments" means all shares, stock, debenture stock, bonds and other investments.

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures).

"Loan Agreement" means the loan agreement dated on or about the date of this Debenture between the Borrower and the Lender, as amended, varied, novated or supplemented from time to time.

"Receiver" means a receiver, receiver and manager or, where permitted by law, an administrative receiver (as the Lender may specify at any time in any relevant appointment) and that term will include any appointee made under a joint or several appointment or any substituted receiver or receiver and manager.

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by the Borrower or guarantor or by some other person of the Chargor to the Lender under each of the Finance Documents, including all moneys,

obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Period" means the period beginning on the date of this Debenture and ending on the date on which the Lender is satisfied that the Secured Obligations have irrevocably been discharged in full and the Lender is under no further actual or contingent obligation to make advances or provide other financial accommodation to the Borrower or any other person under any of the Finance Documents.

"Share Rights" includes:

- (a) allotments, rights, money or property arising at any time in relation to any Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise;
- (b) dividends, distributions, interest and other income paid or payable in relation to any Investments; and
- (c) stock, shares and securities offered in addition to or in substitution for any Investments.

1.2 Terms defined in other Finance Documents

Unless defined in this Debenture, or the context otherwise requires, a term defined in the Loan Agreement or in any other Finance Document has the same meaning in this Debenture, or any notice given under or in connection with this Debenture, as if all references in those defined terms to the Loan Agreement or other Finance Document were a reference to this Debenture or that notice.

1.3 Interpretation

Clause 1.2 (*Interpretation*) of the Loan Agreement will apply as if incorporated in this Debenture, or in any notice given under or in connection with this Debenture, as if all references in that Clause to the Loan Agreement were a reference to this Debenture or that notice. In addition any reference in this Debenture to any Finance Document includes references to such Finance Document as varied in any manner from time to time, even if changes are made to the composition of the parties to such Finance Document or to the nature or amount of any facilities made available under any of them.

1.4 Application of provisions in Loan Agreement

Clause 16 (*Payments*), Clause 17 (*Taxes*), Clause 18 (*Indemnity*), Clause 21 (*Set-off*), Clause 23 (*Transfers*) and Clause 26 (*Notices*) of the Loan Agreement are deemed to form part of this Debenture as if expressly incorporated into it and as if all references in those clauses to the Loan Agreement were references to this Debenture.

1.5 Clawback

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

2. COVENANT TO PAY

2.1 The Chargor (as primary obligor and not merely as surety) covenants with the Lender that it will, on the Lender's written demand, pay or discharge the Secured Obligations at the times and in the manner provided in the relevant Finance Documents.

2.2 The obligations contained in this clause and the Security created by this Debenture shall not extend to or include any liability or sum which would otherwise cause any such obligation or security to be unlawful or prohibited by any applicable law.

2.3

(a) The making of one demand shall not preclude the Lender from making any further demands.

(b) Any third party dealing with the Lender or any Receiver shall not be concerned to see or enquire as to the validity of any demand under this Debenture.

3. FIXED SECURITY

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

(a) by way of legal mortgage, all Land in England and Wales now vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of this Debenture, in each case as described in Schedule 1 (*Registered Land to be Mortgaged*);

(b) by way of legal mortgage, all other Land in England and Wales now vested in it and not registered at the Land Registry;

(c) by way of fixed charge:

(i) all other Land which is now, or in the future becomes, its property;

(ii) all interests and rights in or relating to Land or the proceeds of sale of Land now or in the future belonging to it;

(iii) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this Clause 3;

- (iv) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
- (v) all shares which are now its property listed in Schedule 2 (*Shares*), including all proceeds of sale derived from them;
- (vi) all shares in which it may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;
- (vii) all Share Rights of a capital nature now or in the future accruing or offered in respect of any shares owned by the Chargor;
- (viii) all Share Rights of an income nature now or in the future accruing or offered at any time in respect of any shares owned by the Chargor;
- (ix) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it apart from any claims which are otherwise subject to a fixed charge (at law or in equity) in this Debenture;
- (x) all its goodwill and uncalled capital for the time being;
- (xi) all Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xii) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xiii) the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world;
- (xiv) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;
- (xv) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (c) (xi) to (xiv) inclusive of this Clause;
- (xvi) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it;
- (xvii) all rights, money or property accruing or payable to it now or in the future under or by virtue of an asset except to the extent that such rights, money

or property are for the time being effectively charged by fixed charge under the foregoing provisions of this Debenture;

- (xviii) the benefit of all licences, consents and authorisations held in connection with its business or the use of any asset and the right to recover and receive all compensation which may be payable in respect of them.

4. FLOATING CHARGE

4.1 Floating charge

- (a) The Chargor, with full title guarantee, charges to the Lender, as security for the payment or discharge of the Secured Obligations, by way of floating charge all present and future assets and undertaking of the Chargor except to the extent that such assets are for the time being effectively charged by any fixed charge contained in Clause 3 (*Fixed security*).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Debenture and the floating charge created by paragraph (a) above.

4.2 Conversion of floating charge to fixed Security

The floating charge created by the Chargor in Clause 4.1 (*Floating charge*) may, at any time while this Debenture is enforceable in accordance with Clause 8 (*Enforcement of security*), be crystallised into a fixed charge by notice in writing given at any time by the Lender to the Chargor. Such crystallisation shall take effect over the floating charge assets specified in the notice or if none are specified, it shall take effect over all the floating charge assets of the Chargor.

- (a) In addition, without prejudice to any rule of law which may have a similar effect, upon the occurrence of an Insolvency Event, the floating charge constituted under Clause 4.1 (*Floating charge*) will automatically be crystallised (without notice) into a fixed charge over all assets which are the subject of the floating charge.

5. PROVISIONS AS TO SECURITY

5.1 Restrictions on dealing with Charged Assets

The Chargor will not at any time during the Security Period:

- (a) create or permit to subsist any Security over all or any part of the Charged Assets other than any Security arising by operation of law; or
- (b) dispose of or otherwise deal with any part of the Charged Assets other than in the ordinary course of trading and provided such action is not permitted by the terms of the Loan Agreement.

5.2 Delivery of share certificates

The Chargor shall in relation to all shares charged by it pursuant to Clause 3 (*Fixed security*):

- (a) on the date of this Debenture, deposit with the Lender all share certificates and stock transfer forms (executed in blank by it or on its behalf) for all shares listed in Schedule 2 (*Shares*); and
- (b) promptly upon the issue of any additional shares to the Chargor, notify the Lender of that occurrence and deliver to the Lender (a) all share certificates representing such additional shares and (b) such stock transfer forms (executed in blank on its behalf) in respect of those shares.

5.3 Deposit of title deeds

The Chargor shall:

- (a) immediately upon the execution of this Debenture (and upon the acquisition by it of any interest in any Charged Assets at any time) deposit with the Lender all deeds, certificates and other documents constituting or evidencing title to the Charged Assets unless held by, or required to be delivered to, any holder of a Security ranking in priority to that of the Lender; and
- (b) deposit with the Lender at any time thereafter any further such deeds, certificates and other documents, promptly upon coming into possession of any of those items.

5.4 Application to the Land Registry

In relation to each register of title of any present or future Land that is charged by the Chargor to the Lender under this Debenture, the Chargor hereby consents to the Lender (or its solicitors) at any time submitting to the Land Registry:

- (a) a form RX1 (*application to enter a restriction*) in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [Lender] referred to on the charges register or their conveyancer."; and
- (b) if under the terms of the Loan Agreement the Lender is under an obligation to make further Loans to the Borrower, a form CH2 (*application to enter an obligation to make further advances*); and
- (c) If the Lender is under such an obligation to make further advances to the Borrower, that obligation will be deemed to be incorporated in this Debenture as if set out in this Debenture).

6. FURTHER ASSURANCE

6.1 Further assurance

- (a) The Chargor shall promptly, at its own cost do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notarisations,

registrations, notices and instructions) as the Lender may reasonably specify (and in such form as the Lender may reasonably require) in favour of the Lender or its nominee(s):

- (1) to perfect or enhance the Security created or intended to be created in respect of the Charged Assets (which may include the execution by the Chargor of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, Charged Assets) or for the exercise of any the rights, powers and remedies of the Lender provided by or pursuant to this Debenture or by law;
- (2) to confer on the Lender Security over any asset or undertaking of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be conferred by or pursuant to this Debenture; and/or
- (3) while an Event of Default is continuing, to facilitate the realisation of the Charged Assets.

7. SHARES: VOTING RIGHTS AND DIVIDENDS

7.1 Exercise of Rights

In relation to all shares charged by the Chargor to the Lender under this Debenture:

- (a) prior to the Lender taking any enforcement action under this Debenture, the Chargor shall be entitled to:
 - (i) receive all dividends, interest and other monies arising from the shares; and
 - (ii) subject to clause 7.3 (*Voting Rights*), exercise all voting rights in relation to the shares
- (b) upon the Lender taking any enforcement action under this Debenture:
 - (i) the Lender may, for the purpose of protecting its interests in relation to the Secured Obligations, exercise (but is not obliged to exercise) in the name of the Chargor or otherwise and without any further consent or authority on the part of the Chargor, all voting powers and rights attaching to the shares as it sees fit, including any rights to nominate or remove a director, as if the Lender were the sole beneficial owner of the shares;
 - (ii) all Share Rights shall, if received by the Chargor or the Lender's nominee, be held on trust for and forthwith paid or transferred to the Lender; and
 - (iii) the Chargor shall (and shall procure that the Lender's nominees shall) accept short notice for and attend any shareholders meetings relating to the shares,

appoint proxies and exercise voting and other rights and powers exercisable by the holders of the shares as the Lender may direct from time to time as it sees fit for the purpose of protecting its interests in relation to the Secured Obligations.

For the avoidance of doubt, unless and until the Lender takes any steps to exercise any voting powers or rights attaching to the shares after becoming entitled (but not obliged) to do so under this Clause, all such powers and rights remain with the Chargor.

7.2 Payment of calls

The Chargor shall pay when due all calls or other payments which may be or may become due in respect of any of the shares it owns, and in any case of default by it in such payment, the Lender may, if it thinks fit (but that shall not be obliged to do so), make such payment on its behalf in which case any sums paid by the Lender shall be reimbursed by the Chargor to the Lender on demand.

7.3 Voting Rights

The Chargor shall not exercise its voting rights in relation to the shares in any manner, or otherwise permit or agree to (i) any variation of the rights attaching to or conferred by all or any part of the shares, or (ii) any increase in the issued share capital of any company whose shares are charged pursuant to this Debenture, which in the opinion of the Lender would prejudice the value of, or the ability of the Lender to realise, the Security created by this Debenture.

7.4 Necessary Action

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

8. ENFORCEMENT OF SECURITY

8.1 Enforcement

Any time after the occurrence of an Event of Default (as long as it is continuing unremedied or unwaived) or if the Chargor requests the Lender to exercise any of its powers under this Debenture, the Security created by or pursuant to this Debenture shall become immediately enforceable and the Lender may, without notice to the Chargor or prior authorisation from any court, in its absolute discretion:

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

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

8.2 Effect of Moratorium

The Lender shall not be entitled to exercise its rights under Clause 8.1 (*Enforcement*) or Clause 4.2 (*Conversion of floating charge to fixed security*) where the right arises as a result of an Event of Default occurring solely due to any person obtaining or taking steps to obtain a moratorium pursuant to Schedule A1 of the Insolvency Act 1986.

9. EXTENSION OF POWERS AND RIGHT OF APPROPRIATION

9.1 Consolidation of mortgages

Section 93 of the Law of Property Act 1925, dealing with the consolidation of mortgages, shall not apply to this Debenture.

9.2 Section 103 of the Law of Property Act

Section 103 of the Law of Property Act 1925 shall not apply to this Debenture, and the statutory power of sale shall arise on, and be exercisable at any time after, the execution of this Debenture. However, the Lender shall not exercise such power of sale until this Debenture has become enforceable.

9.3 Powers of sale extended

The statutory powers of sale, leasing and accepting surrenders exercisable by the Lender by virtue of this Debenture are extended so as to authorise the Lender (whether in its own name or that of the Chargor) to:

- (a) grant a lease of any Land vested in the Chargor or in which it has an interest on such terms and conditions as the Lender thinks fit; and
- (b) sever any fixtures from Land vested in the Chargor and sell them separately.

9.4 Right of appropriation

- (a) To the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003 apply to a Charged Asset, the Lender shall have the right at any time after the Security constituted by this Debenture has become enforceable to appropriate with immediate effect all or any part of that Charged Asset (whether such asset is held by the Lender or otherwise) in or towards the payment or discharge of the Secured Obligations. For this purpose, a commercially reasonable method of valuing a Charged Asset shall be:

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

- (ii) in the case of any Investments, shares or securities, their market value determined by the Lender by reference to a public index, independent valuation or by such other process as the Lender may select.
- (b) The Chargor agrees that (i) all its Charged Assets constituting financial collateral within the meaning of the Financial Collateral (No. 2) Regulations 2003 have been delivered, transferred, held, registered or otherwise designated so as to be in the possession or under the control of the Lender or a person acting on its behalf; and (ii) the method of valuing such financial collateral under paragraph (a) above is commercially reasonable.

10. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

10.1 Appointment and removal

After this Debenture becomes enforceable in accordance with Clause 8 (*Enforcement of security*), the Lender may by deed or otherwise (acting through an authorised officer of the Lender), without prior notice:

- (a) appoint one or more persons to be a Receiver of the whole or any part of the Charged Assets; or
- (b) appoint two or more Receivers of separate parts of the Charged Assets; or
- (c) remove (so far as it is lawfully able) any Receiver so appointed; or
- (d) appoint another person(s) as an additional or replacement Receiver(s); or
- (e) appoint one or more persons to be an administrator of the Chargor.

10.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 10.1 (*Appointment and removal*) shall be:

- (a) entitled to act individually or together with any other person appointed or substituted as Receiver (unless the Lender specifies otherwise);
- (b) for all purposes deemed to be the agent of the Chargor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration (unless and until the Chargor goes into liquidation, after which time he shall act as principal and shall not become the agent of the Lender) and no Receiver shall at any time act as agent for the Lender; and
- (c) entitled to remuneration for his services at a rate to be fixed by the Lender from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

10.3 Statutory powers of appointment

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

11. POWERS OF RECEIVERS

The Receiver may exercise, in relation to the Chargor over whose Charged Assets he is appointed, all the powers, rights and discretions set out in Schedules 1 and 2 to the Insolvency Act 1986 and in particular, by way of addition to and without limiting such powers, the Receiver may, with or without the concurrence of others:

- (a) sell, lease, let, license, grant options over and vary the terms of, terminate or accept surrenders of leases, licences or tenancies of, all or any of the Charged Assets of the Chargor, without the need to observe any of the provisions of Sections 99 and 100 of the Law of Property Act 1925, in such manner and generally on such terms and conditions as he shall think fit in his absolute and unfettered discretion and any such sale or disposition may be for cash, investments or other valuable consideration (in each case payable in a lump sum or by instalments) and carry any such transactions into effect in the name of and on behalf of the Chargor;
- (b) promote the formation of a subsidiary of the Chargor with a view to such subsidiary purchasing, leasing, licensing or otherwise acquiring interests in all or any of the Charged Assets of the Chargor;
- (c) sever any fixtures from Land and/or sell them separately;
- (d) exercise all voting and other rights attaching to Investments (including shares) owned by the Chargor;
- (e) arrange for the purchase, lease, licence or acquisition of all or any Charged Assets of the Chargor by any subsidiary contemplated by paragraph (b) above on a basis whereby the consideration may be for cash, Investments, shares of profits or sums calculated by reference to profits or turnover or royalties or licence fees or otherwise, whether or not secured on the assets of such subsidiary and whether or not such consideration is payable or receivable in a lump sum or by instalments over such period as the Receiver may think fit;
- (f) make any arrangement or compromise with the Lender or others as he shall think fit;
- (g) make and effect all repairs, renewals and improvements to the Charged Assets of the Chargor and effect, renew or increase insurances on such terms and against such risks as he shall think fit;

- (h) appoint managers, officers and agents for the above purposes at such remuneration as the Receiver may determine;
- (i) redeem any prior encumbrance and settle and pass the accounts of the encumbrancer and any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor and the money so paid shall be deemed an expense properly incurred by the Receiver;
- (j) pay the proper administrative charges of the Lender in respect of time spent by their agents and employees in dealing with matters raised by the Receiver or relating to the receivership of the Chargor;
- (k) commence and/or complete any building operations upon any Land of the Chargor and apply for and obtain any planning permissions, building regulation consents or licences, in each case as he may in his absolute discretion think fit;
- (l) take all steps necessary to effect all registrations, renewals, applications and notifications as the Receiver may in his discretion think prudent to maintain in force or protect any of the relevant Chargor's rights relating to or in any Intellectual Property; and
- (m) do all such other acts and things as may be considered by the Receiver to be incidental or conducive to any of the above matters or powers or otherwise incidental or conducive to the preservation, improvement or realisation of the relevant Charged Assets.

12. APPLICATION OF MONEYS

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

13. PROTECTION OF PURCHASERS

13.1 Consideration

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

13.2 Protection of purchasers

No purchaser or other person dealing with the Lender or any Receiver shall be bound to inquire whether the right of the Lender or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Lender or such Receiver in such dealings. The receipt of the Lender shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any money paid to or by the direction of the Lender.

14. POWER OF ATTORNEY

14.1 Appointment and powers

The Chargor by way of security to more fully secure the performance of its obligations under this Debenture, irrevocably appoints the Lender (whether or not a Receiver has been appointed) and any Receiver severally to be its attorney (with full power to appoint substitutes and to delegate) and in its name, on its behalf and as its act and deed to execute, deliver and perfect all other documents and do all things which the attorney may consider to be required or desirable for:

- (i) carrying out any obligation imposed on the Chargor by this Debenture which the Chargor has not carried out in accordance with this Debenture (including the execution and delivery of any deeds, charges, assignments or other Security and any transfers of the Charged Assets and perfecting the Security created or intended to be created in respect of the Charged Assets); and
- (ii) enabling the Lender and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Debenture or by law (including, after this Debenture has become enforceable in accordance with Clause 8 (*Enforcement of security*), the exercise of any right of a legal or beneficial owner of the Charged Assets).

14.2 Ratification

The Chargor ratifies and confirms all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

15. EFFECTIVENESS OF SECURITY

15.1 Continuing security

- (a) The Security created by or pursuant to this Debenture shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Lender.
- (b) No part of the Security from time to time intended to be constituted by this Debenture will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

15.2 Cumulative rights

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

15.3 No prejudice

The Security created by or pursuant to this Debenture shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Borrower or any other person, or the Lender or by any other thing which might otherwise prejudice that Security.

15.4 Remedies and waivers

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

15.5 No liability

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

- (a) to account as a mortgagee or mortgagee in possession; or
- (b) for any loss arising by reason of taking any action permitted by this Debenture or any neglect or default in connection with the Charged Assets or taking possession of or realising all or any part of the Charged Assets,

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

15.6 Partial invalidity

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

15.7 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 other person before claiming from the Chargor under this Debenture. This waiver applies irrespective of any law or any provision of this Debenture to the contrary.

16. PRIOR SECURITY INTERESTS

- (a) In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security against any of the Charged Assets or in case of exercise by the Lender or any Receiver of any power of sale under this Debenture, the Lender may redeem such prior Security or procure the transfer thereof to itself.
- (b) The Lender may settle and agree the accounts of the prior Security and any accounts so settled and passed will be conclusive and binding on the Chargor.
- (c) All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by the Chargor to the Lender on demand together with accrued interest thereon as well as before judgement at the rate from time to time applicable to unpaid sums specified in the Loan Agreement from the time or respective times of the same having been paid or incurred until payment thereof (as well as after as before judgment).

17. SUBSEQUENT SECURITY INTERESTS

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

18. SUSPENSE ACCOUNTS

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

Until all Secured Obligations have been unconditionally and irrevocably paid and discharged in full, the Lender may refrain from applying or enforcing any other moneys, security or rights held by it in respect of the Secured Obligations or may apply and enforce such moneys, security or rights in such manner and in such order as it shall decide in its unfettered discretion.

19. FINANCE DOCUMENT

This Debenture is a Finance Document.

20. RELEASE OF SECURITY

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

All rights, powers and privileges under this Debenture shall continue in full force and effect, regardless of the Lender, any nominee or Receiver exercising, delaying in exercising or omitting to exercise any of them.

21. COUNTERPARTS

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

22. ACKNOWLEDGMENT OF SECURITY IN FAVOUR OF GLA

- (a) The Chargor hereby consents and acknowledges to the Lender (for the benefit of itself and any third party) that the Lender has charged and/or assigned in favour of the Greater London Authority (the "GLA") the benefit of this deed and the security granted hereunder.
- (b) The Chargor further acknowledges that the GLA may (on notice to the Chargor) require the payment of all amounts due under this deed in accordance with the GLA's instructions.
- (c) Notwithstanding the consent and acknowledgment contained in this clause, the Chargor undertakes to execute any confirmation or acknowledgment of such security as the Lender may require.

23. GOVERNING LAW AND JURISDICTION

This deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this deed shall be governed by, construed and take effect in accordance with English law. The courts of England have exclusive jurisdiction to settle any disputes arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or the consequences of its nullity).

SCHEDULE 1

Registered Land to be Mortgaged

Description of Property	Freehold or leasehold	Title number
None at the date of this Debenture		

SCHEDULE 2

Shares

Company	Number and type of shares held by Chargor
None at the date of this Debenture	

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

EXECUTION PAGE TO DEBENTURE

Chargor

EXECUTED AND DELIVERED AS A DEED by)
CROMWOOD LTD)


Director

Name:


MOSES HIRSCHLER

Director/Secretary

Name:


MOSES COHEN

Lender

Signed by
BIG ISSUE INVEST LIMITED
for and on its behalf
by its duly authorised
officer

