

MR01

Particulars of a charge

Oyez

44 6301/52

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

FRIDAY



A23 *A330FTQ0*
14/03/2014 #184
COMPANIES HOUSE

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☑ You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record

1 Company details

Company number 0 7 3 3 4 9 6 8
Company name in full 40 Dover Street (London) Limited

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 0 6 0 3 2 0 1 4

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

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

Name Santander UK plc

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

- i) The leasehold property being part Basement, Ground, First, Mezzanine, Second, Third, Fourth and Roof Levels at 40 and 40A Dover Street, London W1S 4NP with title number NGL343214; and
- ii) The leasehold property being part of the terrace area adjoining the mezzanine floor, 40A Dover Street, London W1S 4NP with title number NGL934103

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

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Particulars of a charge

8

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

× *Osborne Clarke* ×

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
1008405/JDJ

Company name
Osborne Clarke

Address
One London Wall

Post town
London

County/Region

Postcode
E C 2 Y S E B

Country
United Kingdom

DX
466 London

Telephone
0207 105 7364



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: 7334968

Charge code. 0733 4968 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th March 2014 and created by 40 DOVER STREET (LONDON) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th March 2014.

A handwritten signature, likely of the Registrar, consisting of a stylized 'D' and 'K'.

Given at Companies House, Cardiff on 17th March 2014



Companies House



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

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

Date 13 March 2014

Signed Osborne Clarke

Osborne Clarke, One London Wall, London, EC2Y 5EB

DEBENTURE

Dated 6 March 2014

40 DOVER STREET LLP

and

40 DOVER STREET (LONDON) LIMITED

as Chargors

and

SANTANDER UK PLC

OSBORNE CLARKE

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This Debenture is made as a deed on

6 March

2014

Between

- (1) **40 DOVER STREET LLP** (registered number OC348154) whose registered office is at Milton Gate, 60 Chiswell Street, London, EC1Y 4AG (the "LLP"),
- (2) **40 DOVER STREET (LONDON) LIMITED** (Company Number 07334968) whose registered office is at Milton Gate, 60 Chiswell Street, London, EC1Y 4AG (the "Company"),

(the LLP and the Company together, the "Chargors", and each a "Chargor"), and
- (3) **SANTANDER UK PLC** in its capacity as Lender and Hedge Counterparty (as each are defined in the Credit Agreement) (the "Lender")

It is agreed as follows

1 Definitions and Interpretation

1.1 Definitions

Unless otherwise defined in this Debenture, terms defined in the Credit Agreement shall have the same meanings when used in this Debenture and the following expressions shall have the following meanings

"**2002 Act**" means the Land Registration Act 2002

"**2003 Rules**" means the Land Registration Rules to the 2002 Act

"**Assets**" mean the whole of the property or undertaking (including uncalled share capital) which is or may from time to time be comprised in the property and undertaking of each of the Chargors

"**Assigned Asset**" means an asset for the time being comprised within an assignment created by Clause 4 (*Security*), or (with effect from the date of its creation) any assignment created pursuant to a Supplemental Debenture or pursuant to Clause 7 (*Further assurance*)

"**Assigned Contract**" means each contract specified in Part 2 (*Assigned Contracts*) of Schedule 1 (*The Secured Assets*), and (with effect from the date of the relevant Supplemental Debenture) each contract specified as an Assigned Contract in a Supplemental Debenture

"**Authorities**" mean all national and local governments, government departments, supranational bodies, local or public authorities, statutory undertakings, states or agencies

"**Book Debts**" mean

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by any Chargor, and
- (b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets)

"Book Debts Account" means such separate and denominated account or accounts with the Lender as may be specified in writing by the Lender for the purpose of receiving payment of the proceeds of realisation and collection of Book Debts

"Charged Property" means the whole or any part of the property, assets, income and undertaking of each of the Chargors from time to time mortgaged, charged or assigned, or purported to be mortgaged, charged or assigned to the Lender pursuant to this Debenture, including, where the context permits, the proceeds of sale or realisation thereof

"Contracts" mean all of each Chargor's rights, title, interest and benefit in and to any licence, consent, agreement or contract in respect of the whole or any part of the Charged Property to which such Chargor is a party from time to time

"Credit Agreement" means the credit agreement made between the Chargors and the Lender on or about the date of this Debenture

"Debenture Security" means the Security constituted by this Debenture and any Supplemental Debenture

"Default Rate" means the default rate of interest set out in clause 8.4 (*Default interest*) of the Credit Agreement

"Derivative Assets" mean all stocks, shares, warrants or other securities, rights, dividends, interest or other property accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any Securities or any derivative assets previously described

"Financial Collateral" shall have the meaning given to that expression in the Financial Collateral Regulations

"Financial Collateral Regulations" mean the Financial Collateral Arrangements (No. 2) Regulations 2003 (S.I. 2003 No. 3226)

"Fixed Charge Asset" means an asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by Clause 4 (*Security*), or (with effect from the date of its creation) pursuant to a Supplemental Debenture or pursuant to Clause 7 (*Further assurance*)

"Fixtures" mean all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by any Chargor and deemed by law to be immovable property other than tenant's fixtures

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by a Chargor for the purpose of hedging liabilities and/or risks

"Insolvency Act" means the Insolvency Act 1986 unless otherwise stated

"Intellectual Property Rights" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Chargor now or in the future in, or relating to

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each Chargor (which may now or in the future subsist)

"LPA" means the Law of Property Act 1925

"Nominees" mean any of the Lender, its agents, nominees and any other person holding the Securities and the Derivative Assets on behalf of the Lender from time to time

"Occupational Leases" mean all leasehold interests and other occupational rights whatsoever (including, without limitation, all licences and agreements for leases) in existence from time to time relating to the whole or any part of the Property, the immediate reversion to which is vested in a Chargor

"Plant and Machinery" means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other similar assets (other than Fixtures), wherever they are situated, which are now, or at any time after the date of this Debenture become, the property of any Chargor

"Property" means all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all buildings and Fixtures on such property, and the benefit of all covenants given in respect of such property) which are now, or at any time after the date of this Debenture become, the property of a Chargor, but excluding any interest in land in Scotland, and **"Properties"** shall be construed accordingly

"Receiver" means any receiver appointed pursuant to this Debenture, including, for the avoidance of doubt, a receiver and manager, a manager or an administrative receiver

"Rights" mean all of any Chargor's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of each Chargor's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any Occupational Lease, agreement for any Occupational Lease and any associated agreements which may be granted by a Chargor or any person deriving title from a Chargor from time to time over or in respect of the whole or any part of the Property and any other properties (freehold or leasehold) in which a Chargor has an interest)

"Secured Liabilities" mean all money, debts, obligations and liabilities from time to time due, owing or incurred by the Chargors or any of them to the Lender or its assignee or successor on any current or other account whatever or otherwise in any manner whatever, in each case under each Finance Document or otherwise (whether present or future, whether alone or jointly with any other person, whether actual or contingent, whether as principal or as surety, whether express or implied, in whatever name, form or style, in whatever currency it is denominated, whether originally owing to the Lender or purchased or otherwise acquired by the Lender, its assignee or successor, or otherwise)

"Securities" means all stocks, shares, loan notes, bonds, certificates of deposit, depositary receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of each Chargor, together with all property and rights of each Chargor in respect of any account held by or for it as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere

"Security Financial Collateral Arrangement" shall have the meaning given to that expression in the Financial Collateral Regulations

"Supplemental Debenture" means a supplemental debenture to this Debenture (in form and substance satisfactory to the Lender, acting reasonably) creating further assignments, mortgages or charges over the Assets of any Chargor

12 **Construction**

- (a) Unless a contrary intention appears, clause 12 (*Construction*) of the Credit Agreement applies to this Debenture, and shall be deemed to be incorporated into this Debenture,

mutatis mutandis, as though set out in full in this Debenture, with any reference to "this Agreement" being deemed to be a reference to "this Debenture", subject to any other necessary changes

- (b) Unless a contrary indication appears, any reference in this Debenture to
- (i) "administrators" are references to administrators appointed under the Insolvency Act, and include administrators appointed under the out-of-court procedure under the Insolvency Act,
 - (ii) the "Lender", "Chargor" or "Chargors", or "Receiver" shall be construed so as to include its successors in title, permitted assigns, permitted transferees and any delegate of any such person,
 - (iii) "costs" means all costs, fees, charges or expenses of whatsoever nature (including, without limitation, legal fees) including, without limitation, disbursements and any VAT to be charged on such costs, charges, expenses and disbursements,
 - (iv) the term "Finance Document" includes all restatements, amendments, modifications, variations and supplements including those providing for further advances. The terms of the other Finance Documents and of any side letters between the Lender and any of the Chargors are incorporated into this Debenture to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Debenture is a valid disposition in accordance with Section 2(i) of the Law of Property (Miscellaneous Provisions) Act 1989,
 - (v) the term the "Lender" includes any subsidiary or group company or assignee of the Lender granting or continuing to grant facilities or accommodation to a Chargor, and
 - (vi) "receivers" are references to receivers of whatsoever nature including, without limitation, receivers and managers and administrative receivers
- (c) The liabilities of the Chargors under this Debenture are joint and several

1 3 Trust

The perpetuity period for any trusts in this Debenture is 125 years

1 4 Third Party Rights

- (a) Unless expressly provided in this Debenture, no express term of this Debenture nor any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it. Notwithstanding any term of any Finance Document, the consent is not required to rescind or vary this Debenture at any time of any person who is not a party to it
- (b) For the avoidance of doubt, the terms of this Debenture are intended to be enforceable by any Receiver

2 Covenant to pay

- 2 1 Each Chargor irrevocably and unconditionally covenants with the Lender to pay to the Lender or discharge on demand all the Secured Liabilities when the Secured Liabilities become due,
- 2 2 Each Chargor gives the covenants in this Clause jointly and severally with the other Chargors from time to time

3 Interest

Each Chargor shall pay to the Lender interest on the Secured Liabilities to the extent unpaid when due in accordance with clause 8.4 (*Default interest*) of the Credit Agreement

4 Security

4.1 General provisions

All Security created under this Debenture

- (a) is made with full title guarantee in accordance with the Law of Property Act (Miscellaneous Provisions) Act 1994,
- (b) is continuing security for the payment and discharge of the Secured Liabilities, and
- (c) is created in favour of the Lender

4.2 Mortgaged Property

Each Chargor charges by way of first legal mortgage, the Property specified in respect of that Chargor in Part 1 (*Property*) of Schedule 1 (*The Secured Assets*) to this Debenture, and all Rights relating to such Property

4.3 Other Property

Each Chargor charges, by way of first fixed charge

- (a) all Property not validly charged in Clause 4.2 (*Mortgaged Property*) and all Rights relating to such Property,
- (b) all easements, rights and agreements in respect of all Property, and
- (c) all proceeds of sale derived from all Property

4.4 Contracts

Each Chargor charges, by way of first fixed charge, the Contracts

4.5 Book Debts

Each Chargor charges, by way of first fixed charge, the Book Debts

4.6 Intellectual Property

Each Chargor charges, by way of first fixed charge, all its Intellectual Property Rights

4.7 Plant and Machinery

Each Chargor charges, by way of first fixed charge, the Plant and Machinery

4.8 Securities and Derivative Assets

- (a) Each Chargor charges by way of first fixed charge, all its Securities
- (b) Each Chargor charges by way of first fixed charge, all Derivative Assets of a capital nature

- (c) Each Chargor charges by way of first fixed charge, all Derivative Assets of an income nature

4 9 Bank Accounts

- (a) Each Chargor charges by way of first fixed charge each Book Debt Account, and all monies standing to the credit of each such account
- (b) Each Chargor charges by way of first fixed charge all present and future bank accounts, cash at bank and credit balances of that Chargor not charged by Clause 4 9(a) (excluding those arising on fluctuating accounts) with any bank or other person and all rights relating to or attaching to them (including the right to interest)

4 10 Goodwill

Each Chargor charges by way of first fixed charge, all the goodwill and uncalled capital for the time being of that Chargor

4 11 Security Assignments

- (a) Each Chargor assigns absolutely to the Lender all present and future insurances and the proceeds of such insurances
- (b) Each Chargor assigns absolutely to the Lender the benefit of the Assigned Contracts
- (c) Each Chargor assigns absolutely to the Lender the benefit of the Hedging Agreements and any letters of credit issued to it
- (d) The assignments set out in this Clause 4 11 and Clause 4 12 (*Accruals etc*) are absolute assignments for the purposes of section 136 LPA and are not made by way of charge only
- (e) Any Assigned Assets which are not effectively assigned pursuant to this Clause 4 11 and Clause 4 12 (*Accruals etc*) will instead be charged by way of first fixed charge

4 12 Accruals etc

- (a) Each Chargor assigns absolutely all rights, money or property accruing or payable to that Chargor now or in the future under or by virtue of a Fixed Charge Asset, except to the extent such rights, money or property are for the time being effectively charged under the provisions of Clauses 4 2 (*Mortgaged Property*) to 4 11 (*Security Assignments*) (inclusive)
- (b) Each Chargor charges by way of first fixed charge, that Chargor's rights now or hereafter to recover any VAT on any supplies made to it relating to the Assets any tax refund, rebate or repayment, and any sums so recovered

4 13 Floating Charge

- (a) Each Chargor charges by way of first floating charge, all the undertaking and assets of that Chargor whatsoever, wherever situate, whether movable, immovable, present or future, including, without limitation, its uncalled capital for the time being and all the undertaking and assets of that Chargor referred to above which are, for any reason, not validly charged or assigned pursuant to Clauses 4 2 (*Mortgaged Property*) to 4 12 (*Accruals etc*) (inclusive) of this Debenture
- (b) The floating charge created by this Debenture is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act

5 Conversion of floating charge

5.1 Conversion by notice

The Lender may by notice to the relevant Chargor convert the floating charge contained in this Debenture into a fixed charge as regards such Charged Property as the Lender may specify (whether generally or specifically) in that notice if (i) the Lender reasonably considers the Charged Property to be in danger of being seized or any legal process or execution is being forced against it in any respect, or (ii) an Event of Default has occurred and is continuing, or both

5.2 Automatic conversion

If, without the prior written consent of the Lender (i) any Chargor creates any Security over any of the Charged Property not expressed to be subject to a fixed charge under this Debenture, or attempts to do so, or (ii) any person levies or attempts to levy any distress, attachment, execution or other legal process against any of such Charged Property, or (iii) any steps are taken for the appointment of, or notice is given of intention to appoint, or a petition is filed or application is made, or a competent court makes an order for the appointment of an administrator, in relation to any Chargor, then the floating charge created by this Debenture over the Charged Property which is the subject of such Security, process, steps or order will automatically, without notice, be converted into a fixed charge as soon as such event occurs

5.3 No conversion as a result of Moratorium

Notwithstanding any other provision of this Debenture, the floating charge contained in this Debenture may not be converted into a fixed charge solely by reason of the obtaining of a moratorium, or anything done with a view to obtaining a moratorium, as a preliminary to a creditors voluntary arrangement, by an eligible company (as determined by Schedule A1 of the Insolvency Act) under the Insolvency Act

6 Notices of Assignment and Charge

6.1 Notices of Assignment

Each Chargor shall promptly upon request by the Lender, give notice in such form as the Lender may require, acting reasonably of

- (a) the charge over its bank accounts with any bank other than the Lender under this Debenture to its account bank, and
- (b) if the Lender so requires, the assignment of any other Assigned Asset to a relevant third party as required by the Lender,

and in each case shall use its reasonable endeavours to procure that each such person executes and delivers to the Lender an acknowledgement of such notice in form and substance satisfactory to the Lender

6.2 Notice of Charge

Each Chargor shall, at the request of the Lender and at such Chargor's expense, promptly affix to, or register, endorse or cause to be registered or endorsed on such register and/or documents of title of, such of the Charged Property as the Lender reasonably requires, identifying thereby the charge constituted by or pursuant to this Debenture

6.3 Notices to Third Parties

Each Chargor shall, at the request of the Lender and at such Chargor's expense, promptly deliver any notices to any third party having rights or liabilities in or to all or any of the Charged Property as the Lender reasonably requires, notifying thereby the charge constituted by or

pursuant to this Debenture, and shall use all reasonable endeavours to procure that each such person executes and delivers to the Lender an acknowledgement of such notice in form and substance satisfactory to the Lender

7 Further assurance

Each Chargor shall at any time if required by the Lender and at such Chargor's own expense

- (a) execute and deliver to the Lender such further Supplemental Debentures, legal or other mortgages, charges, assignments, securities, authorities, documents, acts and things as the Lender acting reasonably may require of the whole or such part of the Assets as the Lender may specify, in such form as the Lender may reasonably require, to secure the payment or discharge of the Secured Liabilities or to vest the whole or such part of the Assets in the Lender, its nominee, a Receiver, or in any purchaser from the Lender or a Receiver or to perfect or protect the security created by this Debenture, and
- (b) pending the execution and delivery of any such further Security, hold such Assets upon trust for the Lender or in any other manner required by the Lender subject to the provisions of this Debenture

8 Deposit of documents and title deeds

8 1 While the Debenture Security subsists, each Chargor shall deposit with the Lender

- (a) all deeds and documents of title relating to the Property (including, without limitation, all Occupational Leases),
- (b) all stock and share certificates or other documents of title to or representing the Securities and the Derivative Assets (together with duly executed blank transfers), and
- (c) to the extent requested by the Lender from time to time
 - (i) certified copies of all the Assigned Contracts,
 - (ii) certified copies of all Hedging Agreements and all letters of credit issued to it,
 - (iii) all deeds and documents of title (if any) relating to the Book Debts,
 - (iv) certified copies of all registration documents relating to all registrable Intellectual Property Rights, and details of all Intellectual Property Rights, of each Chargor,
 - (v) details of all Plant and Machinery, and
 - (vi) details of all bank accounts,

8 2 The Lender shall be entitled to provide for the safe custody by third parties of all stock and share certificates and documents of title deposited with the Lender or its nominee at the expense of the Chargors and shall not be responsible for any loss of or damage to any such certificates or documents

8 3 As an alternative to Clause 8 1(a) above, each Chargor may elect to provide an undertaking to the Lender that all deeds and documents of title relating to the Property (including, without limitation, all Occupational Leases) are to be held

- (a) at the applicable Land Registry to the order of the Lender, or
- (b) to the order of the Lender by a firm of solicitors approved by the Lender for that purpose

9 Dividends, voting rights and Nominees

9.1 Dividends and voting rights

For so long as no Event of Default has occurred and is continuing, each Chargor may

- (a) subject to Clause 8 (*Deposit of document and title deeds*), receive and retain all dividends, interest and other income deriving from and received by it in respect of the Securities and the Derivative Assets, and
- (b) exercise all voting and other rights and powers attached to the Securities and the Derivative Assets provided that such exercise does not adversely affect the Securities and the Derivative Assets and is not otherwise inconsistent with this Debenture

9.2 Lender's powers of enforcement over the Securities and the Derivative Assets

- (a) Following the occurrence of an Event of Default which is continuing
 - (i) the Lender may in its discretion (in the name of any Chargor or otherwise and without any consent or authority on the part of any Chargor) exercise all the powers given to trustees by Section 10(3) and (4) of the Trustee Act 1925 (as amended by Section 9 of the Trustee Investments Act 1961) in respect of those Securities and Derivative Assets subject to a trust,
 - (ii) all dividends, interest and other income forming part of the Securities and Derivative Assets shall, unless otherwise agreed between the Lender and the Chargors, be paid without any set-off or deduction whatsoever to an interest bearing suspense account in the name of the Lender and shall be retained by the Lender until applied as provided in this Debenture as part of the Securities and the Derivative Assets, and any such monies which may be received by a Chargor shall, pending such payment, be held in trust for the Lender,
 - (iii) all voting rights in respect of all Securities and Derivative Assets charged by Clause 4.8 (*Securities and Derivative Assets*) may be exercised (without obligation to do so) by the Lender (or its nominee) in such a manner as it shall (in its absolute discretion) see fit,
 - (iv) (if directed to do so in writing by the Lender) each Chargor shall procure the registration in its books of the transfer of the Securities and the Derivative Assets to the Lender (or its Nominees), the entry of the Lender (or its Nominees) in the register of members of the company or companies which has/have issued the Securities as the holder or holders of the Securities and the Derivative Assets and the issue of new share certificates in respect of the Securities and the Derivative Assets to the Lender (or its Nominees), and
 - (v) upon the accrual, offer, issue or receipt of any Derivative Assets, each Chargor shall deliver or pay to the Lender or procure the delivery or payment to the Lender of all such Derivative Assets or the stock or share certificates or other documents of title to or representing them together with duly executed blank transfers
- (b) The Lender shall not have any duty as to any Securities or Derivative Assets and shall not incur liability for
 - (i) ascertaining or taking action in respect of any calls, instalments, conversions, exchanges, maturities, tenders or other matters in relation to any Securities or Derivative Assets or the nature or sufficiency of any payment whether or not the Lender has or is deemed to have knowledge of such matters, or

- (ii) taking any necessary steps to preserve rights against prior parties or any other rights pertaining to any Securities or Derivative Assets, or
- (iii) any failure to present any interest, coupon or any bond or stock drawn for repayment or for any failure to pay any call or instalment or to accept any offer or to notify any Chargor of any such matter or for any failure to ensure that the correct amounts (if any) are paid or received in respect of the Securities or the Derivative Assets

10 Representations and warranties

Each Chargor makes the representations and warranties set out in this Clause 10 to the Lender on the date of this Debenture and as contemplated in Clause 10 5 (*Repetition*) below

10 1 Status

It has the power to own and grant security as contemplated in this Debenture over its assets

10 2 Ownership of the Charged Property

- (a) It is the sole legal and beneficial owner of the Charged Property as from the date it or any part of it becomes charged under this Debenture and its rights in respect of the Charged Property are free from any Security of any kind other than under this Debenture
- (b) Schedule 1 (*The Secured Assets*) identifies all the freehold and leasehold Property situated in England and Wales beneficially owned by each Chargor at the date of the Debenture

10 3 Future Security

Except as contemplated by this Debenture, the execution of this Debenture by it and its exercise of the rights and performance of its obligations under this Debenture will not result in the existence of or oblige any Chargor to create any Security over all or any of its present or future revenues or assets

10 4 Occupational Leases

The Occupational Leases are valid, binding and enforceable (except as disclosed in the Property Report) in accordance with their respective terms and the details of the Occupational Leases are true and accurate

10 5 Repetition

The representations and warranties set out in this Clause 10 (*Representations and warranties*) are given and made on and as of the date of this Debenture, on the date of each Utilisation Request, on each Utilisation Date and on the first day of each Interest Period

11 Negative pledge and Restriction on dealing

Except as permitted by the Facility Agreement, no Chargor shall do any of the following without the prior written consent of the Lender

- (a) create or allow to create any Security over any of its Assets,
- (b) sell, lease, licence, transfer, loan or otherwise dispose of any of its Assets (whether by a voluntary or involuntary single transaction or series of transactions), or
- (c) permit or agree to any variation of the rights attaching to the whole or any part of the Charged Property

12 Costs

Clause 16 (*Costs and expenses*) of the Credit Agreement is incorporated into this Debenture as if fully set out in this Debenture

13 Default

13 1 When the Debenture Security becomes enforceable

The Debenture Security shall become enforceable without further notice immediately

- (a) on the occurrence of an Event of Default which is continuing, or
- (b) if any Chargor requests the Lender to appoint an administrator or a receiver over the whole or any part of its undertaking or assets

13 2 Enforcement

On and at any time after the Debenture Security becomes enforceable, the Lender will be entitled to enforce all or any part of the Debenture Security in any manner it sees fit, including without limitation by exercising all or any of the powers conferred on a mortgagee by the LPA (as varied or extended by this Debenture), all or any of the powers conferred on the holder of a qualifying floating charge (as defined in the Insolvency Act) and all or any of the rights and powers conferred by this Debenture

13 3 Financial Collateral

- (a) To the extent that any of the Charged Property constitutes Financial Collateral and is subject to a Security Financial Collateral Arrangement created by or pursuant to this Debenture, the Lender shall have the right, at any time after the Debenture Security has become enforceable, to appropriate all or any part of those Assets in or towards the payment or discharge of the Secured Liabilities
- (b) The value of any Assets appropriated in accordance with this Clause 13 3 shall be determined by such method as the Lender may reasonably select (including independent valuation), at the time the right of appropriation is exercised. Each Chargor agrees that the methods of valuation provided for in this Clause 13 3 are commercially reasonable for the purposes of Regulation 18 of the Financial Collateral Regulations
- (c) To the extent that the Assets constitute Financial Collateral, each Chargor agrees that such Assets shall be held or designated so as to be under the control of the Lender for all purposes of the Financial Collateral Regulations

14 Statutory power of sale

14 1 For the purposes of all powers under this Debenture and implied by statute, and in particular the power of sale under Section 101 of the LPA (Powers incident to estate or interest in a mortgage), the Secured Liabilities will be deemed to have become due immediately on the date of this Debenture and Section 103 of the LPA (Regulation of exercise of power of sale) and Section 93 of the LPA (Restriction on consolidation of mortgages) will not apply

14 2 The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender to lease, make arrangements for leases, accept surrender of leases and grant options on such terms and conditions as the Lender may in its discretion think fit. The Lender is not obliged to comply with any of the provisions of Section 99 (Leasing powers of mortgagor and mortgagee in possession) and Section 100 (Powers of mortgagor and mortgagee in possession to accept surrenders of leases) of the LPA

- 14 3 Each of the Lender and the Receiver may exercise the statutory power of sale and the statutory powers of leasing, as amended and varied in the foregoing Clauses, and all other statutory powers, in respect of the whole or any part of the Property

15 Administrator

At the time that, or at any time after, the Debenture Security becomes enforceable, whether or not the Lender has entered into or taken possession of the whole or any part of the Charged Property pursuant to this Debenture, the Lender may, insofar as permitted by law, at its option and in addition to any right to appoint a Receiver, by writing under the hand of any authorised officer of the Lender, appoint, petition the relevant court to appoint or apply to the court for the appointment of any person to be an administrator of any Chargor under the Insolvency Act and such person shall, from the effective date of such appointment, be an administrator

16 Receiver

16 1 Appointment of Receiver

- (a) At any time that, or at any time after, the Debenture Security becomes enforceable, whether or not the Lender has entered into or taken possession of the whole or any part of the Charged Property pursuant to this Debenture
 - (i) the Lender may, insofar as permitted by law, at its option, by writing under the hand of any authorised officer of the Lender, appoint any person to be a receiver of the Charged Property and such person shall, with effect from the effective date of such appointment, be a Receiver provided that this provision shall not apply solely by reason of the obtaining of a moratorium, or anything done with a view to obtaining a moratorium, as a preliminary to a creditors voluntary arrangement, by an eligible company (as defined in Schedule A1 of the Insolvency Act) under the Insolvency Act,
 - (ii) the Lender may, from time to time, in similar manner, remove the Receiver and appoint another in his place,
 - (iii) the Lender may, either at the time of appointment or at any time thereafter, fix the remuneration of the Receiver (excluding for the purposes of this Clause the limitation set out in Section 109(6) LPA (Appointment, powers, remuneration and duties of receivers)),
 - (iv) the Lender and any Nominee wherever situate may, without further notice and without the restrictions contained in Section 103 of the LPA (Regulation of exercise of power of sale), exercise in respect of all or any part of the Securities and the Derivative Assets all the powers and rights exercisable by the registered holder of the Securities and the Derivative Assets and all other powers conferred on mortgagees by the LPA as varied or extended by this Debenture, and
 - (v) the Lender and any Nominee wherever situate may apply any dividends, interest or other payments received or receivable by the Lender or by such Nominee in respect of the Securities and the Derivative Assets as if they were proceeds of sale
- (b) None of the restrictions imposed by the LPA in relation to the appointment of receivers, the giving of notice or otherwise shall apply
- (c) The Receiver may from time to time delegate, by power of attorney or otherwise, to any person any of his powers and discretions, whether arising by statute, the provisions of this Debenture or otherwise, upon such terms and for such periods of time as he may in his discretion think fit and may from time to time terminate any such delegation Neither the Lender nor any Receiver shall be liable to any Chargor for any

loss or damage arising from any such delegate's act, default, neglect or misconduct of any nature whatsoever

16.2 **Powers of Receiver**

The Receiver has all the powers to do or abstain from doing anything which the Lender or any Chargor could do or abstain from doing in relation to the Charged Property including, without limitation the powers conferred by Section 109 of the LPA (Appointment, powers, remuneration and duties of receivers) and, in the case of a Receiver who is an administrative receiver, the powers conferred by Section 29 of the Insolvency Act (Definitions) and Schedule 1 to the Insolvency Act (Powers of administrator or administrative receiver), and in particular the Receiver may

(a) *Possession*

take immediate possession of, get in and collect the Charged Property or any part thereof,

(b) *Carry on business*

carry on, manage or concur in carrying on or managing the whole or any part of the business of any Chargor as he in his discretion may think fit,

(c) *Protection of assets*

(i) manage, insure, repair, decorate, maintain, alter, improve, develop, construct, modify, refurbish, renew or add to the Charged Property or concur in so doing,

(ii) commence, continue or complete any new works, unfinished work, building operations, construction, reconstruction, maintenance, furnishing, finishing or fitting-out on the Property,

(iii) apply for and maintain any planning permissions, building regulations, approvals and any other permissions, consents or licences,

in each case as he in his discretion may think fit,

(d) *Realisation of assets*

sell, exchange, convert into money and realise the Charged Property or concur in so doing by public auction or private contract and generally in such manner and on such terms as he in his discretion may think fit. Without prejudice to the generality of the foregoing, he may do any of these things for any valuable consideration, whether full market value or otherwise, including, without limitation, cash, shares, stock, debentures or other obligations. Any such consideration may be payable in a lump sum or by instalments spread over such period as he in his discretion may think fit,

(e) *Let, hire or lease*

(i) let, hire or lease (with or without premium) and accept surrenders of leases or tenancies or concur in so doing,

(ii) grant rights, options or easements over and otherwise deal with or dispose of, and exercise all rights, powers and discretions incidental to, the ownership of the Charged Property,

(iii) exchange or concur in exchanging the Charged Property,

in each such case in such manner and generally on such terms as he may in his discretion think fit, with all the powers of an absolute beneficial owner. The Receiver

may exercise any such power by effecting such transaction in the name or on behalf of the relevant Chargor or otherwise,

(f) *Registration*

use a Chargor's name to effect any registration or election for tax or other purposes,

(g) *Insurances*

effect, review or vary insurances,

(h) *Borrowing*

for the purpose of exercising any of the powers, authorities or discretions conferred on him by or pursuant to this Debenture or of defraying any costs (including, without limitation, his remuneration) which are incurred by him in the exercise of such powers, authorities or discretions or for any other purpose, to raise and borrow money or incur any other liability either unsecured or secured on the Charged Property, either in priority to the Debenture Security or otherwise, and generally on such terms as he in his discretion may think fit. No person lending such money is to be concerned to enquire as to the propriety or purpose of the exercise of such power or as to the application of money so raised or borrowed,

(i) *Lending*

lend money to any person,

(j) *Advance credit*

advance credit, in the ordinary course of the Chargor's business, to any person,

(k) *Make calls*

make, or require the directors of any Chargor to make, such calls upon the shareholders of that Chargor in respect of any uncalled capital of that Chargor as the Receiver in his discretion may require and enforce payment of any call so made by action (in the name of that Chargor or the Receiver as the Receiver in his direction may think fit) or otherwise,

(l) *Compromise*

(i) settle or compromise any claim by, adjust any account with, refer to arbitration any dispute with, and deal with any question or demand from, any person who is, or claims to be, a creditor of any Chargor, as he may in his discretion think fit, and

(ii) settle or compromise any claim, adjust any account, refer to arbitration any dispute and deal with any question or demand relating in any way to the Charged Property, as he in his discretion may think fit,

(m) *Proceedings*

in the name of any Chargor, bring, prosecute, enforce, defend or abandon all such actions, suits and proceedings in relation to the Charged Property as he in his discretion may think fit,

(n) *Subsidiaries*

- (i) promote the formation of any subsidiary of any Chargor with a view to such subsidiary purchasing, leasing, licensing or otherwise acquiring an interest in the Charged Property;
 - (ii) arrange for the purchase, lease, licence or acquisition of an interest in the Charged Property by any such subsidiary for any valuable consideration, including, without limitation, cash, shares, debentures, loan stock, convertible loan stock or other securities, profits or a sum calculated by reference to profits, turnover, royalties, licence fees or otherwise, whether or not secured on the undertaking or assets of such subsidiary and whether or not such consideration is payable or receivable in a lump sum or at any time or any number of times by instalments spread over such period, as the Receiver in his discretion may think fit, and
 - (iii) arrange for such subsidiary to trade or cease to trade as the Receiver in his discretion may think fit,
- (o) *Employees*
- appoint and discharge any manager, officer, agent, professional adviser, employee and any other person, upon such terms as he in his discretion may think fit,
- (p) *Receipts*
- give valid receipts for all monies and execute all assurances and things which he in his discretion may think proper or desirable for realising the Charged Property,
- (q) *Environment*
- conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions, whether required under Environmental Law or by the Lender or otherwise and comply with all lawful orders and directives of all Authorities regarding Environmental Law,
- (r) *Delegation*
- delegate any or all of his powers in accordance with this Debenture, and
- (s) *General powers*
- do all such other acts and things as the Receiver in his discretion may consider to be incidental or conducive to any of the matters or powers set out in this Debenture or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property

16 3 Receiver as agent of a Chargor

The Receiver is at all times and for all purposes the agent of the Chargor over which, or over the assets of which, he is appointed. Subject to the provisions of the Insolvency Act, that Chargor is solely responsible for all the Receiver's and the Receiver's delegates' acts, defaults, neglect and misconduct of any nature whatsoever and for his remuneration and costs, to the exclusion of liability on the part of the Lender

16 4 No obligation

The Receiver is not obliged to exercise any nor all of the powers set out in this Clause 16 (Receiver)

16 5 Several power

Where more than one Receiver is appointed, each Receiver has the power to act severally unless the Lender specifies otherwise in the appointment of such Receiver

16.6 Powers exercisable by the Lender

- (a) The Lender may exercise all powers granted to the Receiver by this Debenture, whether as attorney of any Chargor or otherwise
- (b) The powers of the Receiver set out above are in addition to, and without prejudice to, all statutory and other powers of the Lender as provided in Clause 14 (*Statutory power of sale*) or otherwise and so that, inter alia, such powers are and remain exercisable by the Lender in respect of that part of the Charged Property in respect of which no appointment of a Receiver by the Lender is from time to time subsisting

16.7 Application of proceeds

The provisions of Sections 99 to 109 inclusive of the LPA are varied and extended to the extent that all monies received by the Receiver shall be applied (subject to the provisions of the Insolvency Act, in so far as applicable to this Debenture) in the following order:

- (a) in full payment of his remuneration and the costs of realisation including, without limitation, all costs of, or incidental to, any exercise of any power referred to in this Debenture, including, without limitation, all outgoings paid by the Receiver,
- (b) providing for the matters specified in paragraphs (i) to (iii) inclusive of Section 109 (8) of the LPA (Appointment, powers, remuneration and duties of receiver),
- (c) in or towards satisfaction of any debts or other imposts which are by statute made payable in preference to the Secured Liabilities to the extent to which such debts or imposts are made so payable,
- (d) in or towards satisfaction of the Secured Liabilities, and
- (e) to the person or persons entitled to any surplus

17 Protection of third parties

17.1 Any person (including, without limitation, any purchaser, mortgagor or mortgagee) (in this Clause 17 (*Protection of third parties*) a "purchaser") dealing with the Lender or the Receiver may assume without inquiry that

- (a) some part of the Secured Liabilities has become due,
- (b) a demand for such Secured Liabilities has been duly made, if required, and
- (c) such Secured Liabilities have become due within the meaning of Section 101 of the LPA (Powers incident to estate or interest in a mortgage)

17.2 No purchaser dealing with the Receiver or the Lender is to be concerned to enquire whether any power exercised or purported to be exercised by the Receiver or the Lender has become exercisable, or as to the propriety or regularity of any sale by, or other dealing with, the Receiver or the Lender. Any such sale or dealing is deemed to be within the powers conferred by this Debenture and to be valid and effective accordingly. All the protection to purchasers contained in Section 104 (Conveyance on sale) and Section 107 (Mortgagee's receipt, discharges etc.) of the LPA and Section 42(3) of the Insolvency Act (Prohibition upon enquiry into administrative receiver's powers) apply to any purchaser.

18 No liability as mortgagee in possession

18.1 Mortgagee's liability

Neither the Lender nor the Receiver is

- (a) liable to account as mortgagee in possession in respect of the Charged Property, nor
- (b) liable for any loss upon realisation or exercise of any power, authority or right of the Lender or the Receiver arising under this Debenture, nor for any act, default, neglect or misconduct of any nature whatsoever

18 2 Possession

If the Lender or the Receiver enters into possession of the Charged Property, such person may at any time go out of possession at their own discretion

19 Delegation

19 1 Power of Attorney

The Lender or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Debenture

19 2 Terms

Any delegation under Clause 20 (*Power of attorney*) may be made upon any terms (including power to sub-delegate) which the Lender or any Receiver may think fit

19 3 Liability

Neither the Lender nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate

20 Power of attorney

20 1 Each Chargor irrevocably and by way of security appoints the Lender, each person deriving title from the Lender and the Receiver, jointly and severally to be its attorney (with full power to appoint substitutes and to delegate) for it, in its name, on its behalf and as its act and deed or otherwise to sign or execute any deed or document or do any act or thing which that Chargor is, or may become, obliged to sign, execute or do pursuant to this Debenture or which the Lender, the Receiver or any person deriving title from the Lender or the Receiver in the absolute discretion of such person may think fit in connection with the exercise of any of the powers of such person or the realisation of any of the Debenture Security

20 2 Without prejudice to the generality of the foregoing, each Chargor unconditionally undertakes to the Lender, and separately to the Receiver and to each person deriving title from the Lender or the Receiver, that it shall ratify and confirm anything done or purported to be done by any attorney appointed pursuant to this Clause 20

21 Cumulative and continuing security

21 1 The Debenture Security constitutes a continuing security to the Lender regardless of the intermediate payment or discharge of the whole or any part of the Secured Liabilities and will not be prejudiced or affected by any act, omission or circumstance which, but for this Clause 21, might affect or diminish their effectiveness

21 2 The Debenture Security is in addition to, are not in substitution for, are without prejudice to, and do not merge with, any rights whatsoever which the Lender may have, whether in respect of the Secured Liabilities or otherwise, including, without limitation, any rights arising under any other Security, any bill, note, guarantee, contract or applicable rule of law

21 3 The obligations of the Chargors under this Charge will not be affected by any amendment, variation, restatement or supplement of or to, or any novation, transfer or termination (in whole or in part) of, any document relating to the Secured Liabilities or any exercise by the Lender (in its absolute discretion) of its rights to refuse, grant, continue, vary, review, determine or increase any credit or facilities to the Chargors or any other person

21 4 Any receipt, release or discharge of the Debenture Security, or of any liability arising under, this Debenture shall not release or discharge any Chargor from any liability which may exist independently of this Debenture to the Lender

21 5 Where the Debenture Security initially take effect as collateral or further security to any other Security held by the Lender then, notwithstanding any receipt, release or discharge given in respect of such other Security, this Debenture shall take effect as an independent security for any monies, liabilities or other sums secured by such other Security

22. Avoidance of payments

22 1 No assurance, security or payment which may be avoided under the law or subject to an order of the court made under any law relating to bankruptcy, insolvency, administration or winding-up, including, without limitation, the Insolvency Act, and no release, settlement or discharge given or made by the Lender on the faith of any such assurance, security or payment, prejudices or affects the right of the Lender

(a) to recover any monies from any Chargor (including, without limitation, any monies which it is compelled to refund under the Insolvency Act and any costs payable by it incurred in connection with such process), or

(b) to enforce the Debenture Security to the full extent of the Secured Liabilities, and

where any payment has been so received it will not be considered to have been paid for the purposes of this Debenture or for reduction or discharge of the Secured Liabilities

23 Prior charges

23 1 If there subsists any prior Security against the Charged Property and either any step is taken to exercise any power or remedy conferred by such Security or the Lender or the Receiver exercises any power of sale pursuant to this Debenture, then the Lender may redeem such prior Security or procure the transfer of such Security to itself and may settle and pass the accounts of the person entitled to such Security Any accounts so settled and passed are conclusive and binding on each Chargor

23 2 Each Chargor shall reimburse the Lender for any costs incurred by the Lender in exercise of its rights under this Clause 23

24 Opening a new account

24 1 If the Lender receives notice of any subsequent Security affecting the Charged Property, then it may open a new account for any Chargor in its books

24 2 If the Lender does not open such new account, then, unless it gives express written notice to the contrary to the relevant Chargor, all payments by or on behalf of the Chargor to the Lender will be treated as from time of receipt of notice of such subsequent Security by the Lender as having been credited to a new account of that Chargor and not as having been applied in reduction of the amount of the Secured Liabilities as at the time when the notice was received

25 Suspense account

The Lender may, in its discretion, credit to any suspense or impersonal interest-bearing account and hold in such account, on such terms as the Lender in its discretion may think fit, all monies received, recovered or realised by the Lender pursuant to this Debenture (including,

without limitation, the proceeds of any conversion of currency) pending the application from time to time (as the Lender may effect in its discretion) of such monies and accrued interest, if any, in or towards satisfaction of the Secured Liabilities

26 Changes to the Parties

- 26 1 No Chargor shall be entitled to assign, transfer, novate or dispose of all or any part of, or any interest in, its rights, benefit or obligations under this Debenture
- 26 2 The Lender may assign, transfer, novate or dispose of all or any part of, or any interest in, its rights and obligations under this Debenture to any person to whom it assigns, transfers, novates or disposes of all or any part of the Secured Liabilities. Each Chargor will at the cost of the Lender enter into such documentation as the Lender may reasonably require to give effect to any assignment, transfer, novation or disposal permitted by this Clause

27 Currency

- 27 1 In this Clause 27, the "Spot Rate" means, in relation to the Lender, the spot rate of exchange of the Lender for the purchase of any currency with any other currency in the London foreign exchange market
- 27 2 All monies received or held by the Lender or any Receiver in respect of the Secured Liabilities may be converted from time to time after demand has been made, into such other currency as the Lender in its absolute discretion considers necessary or desirable to cover the obligations and liabilities actual or contingent of any Chargor in that other currency at the Spot Rate for purchasing that other currency with the existing currency
- 27 3 Neither the Lender nor any Receiver shall be liable to any Chargor for any loss resulting from any fluctuation in exchange rates before or after the exercise of any of its or their powers or rights under this Debenture
- 27 4 No payment to the Lender (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of any Chargor in respect of which it was made unless and until the Lender shall have received payment in full in the currency in which such obligation or liability was incurred and, to the extent that the amount of any such payment, on actual conversion into such currency, shall fall short of such obligation or liability actual or contingent expressed in that currency, the Lender shall have a further separate cause of action against that Chargor and shall be entitled to enforce the security constituted by this Debenture to recover the amount of the shortfall and such amount will bear interest at the Default Rate from the date of payment by the Lender until the date of reimbursement

28. Set-off

The Lender may set off any matured obligation due from a Chargor to it under the Finance Documents (to the extent beneficially owned by the Lender) against any matured obligation owed by it to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off

29 Notices

Clause 30 (Notices) of the Credit Agreement (other than clause 30.5 (Electronic communication)) is incorporated into this Debenture as if fully set out in this Debenture

30 Miscellaneous

- 30 1 Every provision contained in this Debenture shall be severable and distinct from every other provision and 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

30 2 Clause 32 (*Partial invalidity*), clause 33 (*Remedies and waivers*), and clause 36 (*Counterparts*) of the Credit Agreement apply to this Debenture as though set out in this Debenture in full

30 3 Failure by one or more parties ("**Non-Signatories**") to execute this Debenture on the date of this Debenture will not invalidate the provisions of this Debenture as between the other parties who do execute this Debenture. Any Non-Signatories may execute this Debenture (or a counterpart of this Debenture) on a subsequent date and will thereupon become bound by its provisions

30 4 If any one or more of the Chargors is not bound by any or all of the provisions of this Debenture (whether by reason of lack of capacity, improper execution, failure to execute or for any other reason whatsoever) the remaining Chargors shall nonetheless continue to be bound as if such Chargor had never been a party

31. **HM Land Registry**

31 1 Each Chargor consents to the Lender applying in the manner specified by the 2003 Rules to the Land Registry (and will use all reasonable endeavours to assist the Lender in its application to the Land Registry, and in any event will not object to such registration), at the same time as applying to register this Debenture, for registration against the title to the Property of the following restriction

"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 [•] 2014 in favour of Santander UK plc referred to in the charges register"

31 2 Each Chargor consents to the Lender applying in the manner specified by the 2003 Rules to the Land Registry (and will use all reasonable endeavours to assist the Lender in its application to the Land Registry, and in any event will not object to such registration), at the same time as applying to register this Debenture, for registration against the title to the Property of a notice of the obligation of the Lender to make further advances under the terms of the Finance Documents (which obligation is deemed to be incorporated into this Debenture)

32 **Release**

32 1 Subject to Clause 22 (*Avoidance of payments*), upon irrevocable discharge in full of the Secured Liabilities the Lender shall, at the request and the cost of the Chargors, release from the Debenture Security and reassign to the Chargors all the Chargors' rights, title, interest and benefit in and to the Charged Property

32.2 Where any Chargor sells or otherwise disposes of an asset to a purchaser, and such sale or disposal is permitted by the terms of the Credit Agreement, the Lender shall, at the request and cost of the relevant Chargor, release from the Debenture Security all the Chargor's rights, title, interest and benefit in and to the asset the subject of the sale or disposal

33 **Governing law**

(a) This Debenture and any dispute, controversy, proceedings, claim or obligation of whatever nature arising out of or in any way relating to it, its subject matter or formation (whether contractual or non-contractual) is governed by and shall be construed in accordance with English law

(b) Clause 38 (*Enforcement*) of the Credit Agreement is incorporated into this Debenture as if fully set out in this Debenture, and as though each reference to "this Agreement" was a reference to "this Debenture"

In witness whereof this Debenture has been entered into on the date written at the beginning of this Debenture and has been executed and delivered as a deed by each of the Chargors on the date written at the beginning of this Debenture.

Schedule 1

The Secured Assets

**Part 1
Property**

Property		Legal Charge No.
40 Dover Street LLP	The freehold property being 40 and 40A Dover Street, London W1S 4NP	LN59054
40 Dover Street (London) Limited	The leasehold property being part Basement, Ground, First, Mezzanine, Second, Third, Fourth and Roof Levels at 40 and 40A Dover Street, London W1S 4NP	NGL343214
40 Dover Street (London) Limited	The leasehold property being part of the terrace area adjoining the mezzanine floor, 40A Dover Street, London W1S 4NP	NGL934103

**Part 2
Assigned Contracts**

None at the date of this Debenture

Signatures

The Chargors

Executed and Delivered as a Deed
for and on behalf of
40 Dover Street LLP
by

)
)
)
)

Designated Member

Signature of witness

Name of witness.

Address of witness

Occupation of witness

Executed and Delivered as a Deed
for and on behalf of
40 Dover Street (London) Limited
by

)
)
)
)

Director

Signature of witness

Name of witness

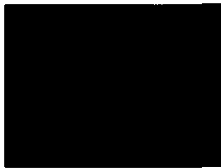
Address of witness

Occupation of witness

The Lender

Signed for and on behalf of
Santander UK plc
by its duly authorised attorney
in the presence of

)
)
)
)



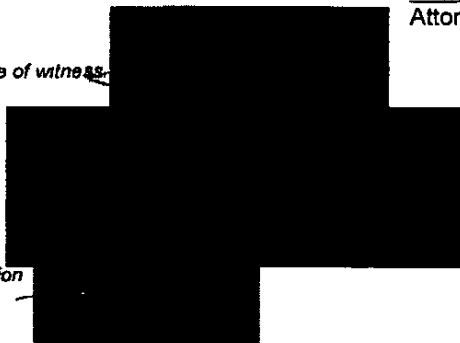
Attorney

Signature of witness

Name

Address

Occupation



Notice Details

Address 17 Ulster Terrace, Regent's Park, London NW1 4LJ
Attention Director, Hotels, Healthcare and Leisure Team