

# MR01

## Particulars of a charge



Companies House

004744-23



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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

☒ **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 M

For further information, please  
refer to our guidance at  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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

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



A22 \*A5GPBTK3\* #53  
COMPANIES HOUSE

### 1 Company details

Company number 08197979

Company name in full James Francis Limited

For official use

→ Filing 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 29/09/2016

### 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 Lowry Capital Limited

Name

Name

Name

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

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

MR01

## Particulars of a charge

4

## Brief description

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

Brief description

The property at 8 The Embankment Bedford MK40 3PD registered at the Land Registry with Title Number BD99119

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

Please limit the description to the available space

5

## Other charge or fixed security

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

☒ 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 company from creating further security that will rank equally with or ahead of the charge?

Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement <sup>1</sup>

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

☐

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

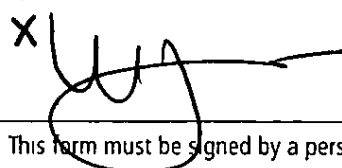
9

## Signature

Please sign the form here

Signature

Signature

X  X

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

MR01

## Particulars of a charge

**Presenter information**

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

Contact name	GRAHAM WRIGHT
Company name	
Address	WRIGHT & CO, Solicitors The Leys, 20 Leyton Road Harpenden, Herts AL5 2TL DX 80457 Harpenden
Post town	
County/Region	
Postcode	
Country	
DX	
Telephone	01582 767686

**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 £23 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 8197979

Charge code. 0819 7979 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th September 2016 and created by JAMES FRANCIS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st October 2016.

Q

Given at Companies House, Cardiff on 11th October 2016




**Companies House**



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

We hereby certify this to be a true copy of the original  
Wright & Co Solicitors

Wright & Co, Solicitors  
The Leys, 2 Layton Road  
Harpenden, Herts  
AL5 2TL  
DX 80457 Harpenden

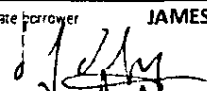

		Debenture
Us/We	Lowry Capital Limited having its registered office at 1 <sup>st</sup> Floor Kingston House Towers Business Park Wilmslow Rd Manchester M20 2JN (Incorporated in England and Wales with Company No 05019197)	
Date	29 September 2016	
You	JAMES FRANCIS LIMITED (COMPANY NUMBER 08197979)	
Address	The Old Church, 48 Verulam Road, St Albans, Herts, AL3 4DH	
Property	8 The Embankment, Bedford, MK40 3PD Title Number BD99119	

As continuing security for the payment of your Debt (as defined in the Conditions), you

- 1 with full title guarantee charge the Property to us by way of legal mortgage,
- 2 charge, by way of fixed charge
  - (a) Other Property at any time hereafter vested in you
  - (b) all your uncalled capital for the time being and all your Intellectual Property Rights and all other freehold and leasehold property now or in the future in which you have or acquire any legal or beneficial interest
  - (c) any legal or beneficial interest which you have (whether now or in the future) in all and any Securities
  - (d) your Stock in Trade and Plant so far as it is not charged in conditions 1 and 2 (a) to (d) above
  - (e) all your Land Interests not effectively charged by 1, 2 (a) - (d) above and 3 below
  - (f) your Book Debts,
- 3 so far as you are able (but subject to redemption) assign to us the Related Rights and Land Interests and declare them in trust for us,
- 4 charge all your Undertaking (other than anything effectively charged or assigned in conditions 1 to 3 above inclusive) by way of floating charge including (without limitation) any immovable property and any Assets falling within any of the types mentioned in conditions 1 to 3 inclusive not hereinbefore effectively charged by way of fixed charge
- 5 apply to the Chief Land Registrar for the following restriction to be entered in the proprietorship register of any registered land forming part of the Property "Except under an order of the Registrar no disposition or dealing by the proprietor(s) of the land is to be registered or noted without the consent of the proprietor for the time being of Charge No (this debenture)"
- 6 agree that this debenture is made for securing further loans and re-advances
- 7 irrevocably authorise us or our solicitors in your name and on your behalf to make a search for your name in the index of proprietors' names at the Land Registry
- 8 agree to and are bound by the Conditions overleaf and your Mortgage,
- 9 authorise us or our agents on your behalf to insert the title number of the Property and date in this debenture

You confirm and declare that

- you have taken or been advised to seek professional and/or independent legal advice before signing this debenture
- you have carefully read this debenture and understand all of its terms and conditions

<b>Corporate Signature</b>	
Executed as a Deed and you authorise its delivery to us	
Name of Corporate Borrower	JAMES FRANCIS LIMITED
Director	
Director/Secretary	
Signed by a Director and witness two Directors and its Secretary	

## CONDITIONS

1 In this debenture some words have special meanings as follows

"Assets" all and any part of your undertaking property and assets whatsoever and wheresoever present and future

"the Act" means the Law of Property Act 1925 including any changes made to it which apply at any time

"Book Debts" book and other debts now and from time to time due or owing to you and whether presently payable or in the future falling due for payment (including bank deposits and credit balances, standing to your account with us or any other bank or financial institution or organisation) and all your rights and claims against third parties now or in the future existing and capable of being satisfied by the payment of money. Book Debts do not include Securities

"Cost and Expense" means on a full indemnity basis all money paid out, bound to be paid out by us, or charged by us to you by way of fees, expenses, damages, liabilities and legal and other costs, in connection with any steps that we take, of or incidental to or in connection with

- any breach or failure by you to comply with any of the Conditions,
- the preparation, completion, registration, administration, protection and enforcement (including the costs of any proceedings whether or not you are a party) of this debenture, or
- the exercise of our rights and powers under this debenture

Cost and Expense includes

- our reasonable administrative expenses. We may recover these expenses by charging you a fee which we reasonably estimate to represent the cost to us of doing the work for which we are charging the fee, and
- the reasonable fees of ourselves or our solicitors for administering the repayment and redemption of this debenture

"Conditions" means the terms and conditions of your Mortgage

"Debt" means all and any part of the money you, or any one or more than one of you together owe to us, now or in the future, and whether on your own account or together with any third party(ies) including all interest costs charges and expenses in connection with your Mortgage payable in accordance with your Mortgage

"Intellectual Property Rights" means all your current or future patents patent applications inventions trademarks trade names registered designs copyrights know how and other intellectual property rights and all licences and ancillary rights benefits royalties and other income deriving from these rights

"Interest Rate" means the rate(s) of interest stated in any loan made by us to you as it applies to all or any part of the Debt

"Land Interests" mean

- all interests now and in future belonging to you in or over land or its proceeds of sale,
- all licences now and in future held by you to enter upon or use land,
- the benefit of all other agreements including any easements restrictive covenants or other rights relating to land to which you are or may become party or otherwise entitled, all trade and tenant's fixtures plant and machinery now and in future annexed for whatever purpose to Real Property

"your Mortgage" means this debenture and all the terms and conditions applicable to any credit or loan agreement or other letter or associated document relating to all or any part of the Debt

"Other Property" means the whole and any part of or interest in any freehold or leasehold property including any beneficial interest in it or in its sale proceeds, now or in the future vested in or charged to you together with all buildings fixtures fittings and all moveable plant machinery implements utensils furniture and equipment from time to time placed on or used in or about such property as well as any Related Rights

Other Property does not include the Property

"Property" means all or any part of or interest in the property or properties described overleaf. "Property" also means and includes all moveable plant machinery implements utensils furniture and equipment now and from time to time placed on or used in or about the Property

Real Property" means all and any part of the Property and Other Property which is or becomes the subject of this debenture

"Related Rights" are

- sums which (under any statute or law or contract and whether as of right or ex gratia or otherwise) may be or may become payable in respect of the Property or any damage or injury to it or depreciation to it and the benefit of any other obligation security right or indemnity affecting or concerning the Property,
- all rights licences guarantees rent deposits contracts deeds undertakings and warranties relating to the Property
- any shares or membership rights mentioned in Condition 17 below

- any rental and other money payable under any lease licence or other interest created in respect of the Property, and
- any other payments whatever in respect of the Property for example payments from any insurance policy or any compensation money

"Security Assets" means all and any part of Assets charged assigned transferred or charged to us by this debenture

"Securities" means stocks shares and other securities of any kind including all allotments accretions offers rights benefits and advantages whatsoever at any time accruing offered or arising in respect of the same whether by way of redemption bonus preference option dividend interest or otherwise and all your rights and interests in and claims under all policies of insurance and assurance now or in the future held by or ensuring to your benefit

"Stock in Trade and Plant" means all plant and machinery now or in the future belonging to you (excluding however plant and machinery for the time being forming part of your stock in trade or work in progress) and all trade and other fixtures fixed plant and machinery and all chattels now or at any time hired or leased by you to any other person together in each case with the benefit of the related hiring or leasing contract and any guarantee indemnity or other security for the performance of the obligations of any person under such contract

"Undertaking" all your undertaking and goodwill and all your property assets and rights whatsoever and wheresoever both present and future

## About this debenture

- 2 This debenture is in addition to and independent of any existing charge (if any) in our favour or any other security held by us. The security it gives will not merge or otherwise prejudice or affect our rights and remedies under any bill note guarantee mortgage lien simple contract obligation or other security which we may have for the Debt

## Preserving and Protecting our security over your Assets

- 3 You must do anything we may reasonably require to help us to
- execute and do anything to confirm or protect or perfect our interest in the Security Assets,
  - exercise any of our rights under this debenture
- 3.1 This includes immediately signing and delivering documents or doing anything else we reasonably require whether or not our right to sell the Security Assets has come into force
- 4 You must not
- 4.1 other than in the ordinary course of business
- raise any loan,
  - enter into any hire purchase conditional sale credit sale lease or hire agreement as hirer or purchaser,
  - guarantee indemnify, become surety for or endorse the payment of any debt or obligation of any person directly or contingently except for recourse undertakings in respect of the obligations of your customers under hire purchase conditional sale credit sale lease or hire agreements
- 4.2 without our prior written consent
- sell exchange transfer lease or otherwise dispose of all or any substantial part of your capital assets,
  - consolidate or merge with any other company,
  - grant any loan,
  - acquire any debts or obligations of any person
- 5 We may from time to time by notice in writing to you convert any floating charge created pursuant to this debenture into a fixed charge over any Security Assets we may specify
- 6 Any floating charge created pursuant by this debenture shall automatically and immediately be converted into a fixed charge
- in respect of any Security Assets which without our prior written consent become or are attempted to be made subject to any charge pledge or otherwise encumbered (whether by way of fixed or floating security) in favour of any other person or which are disposed of otherwise than by way of sale in the ordinary course of your business or in respect of which any person levies or attempts to levy any distress sequestration or other process against any of the charged property
  - in respect of all the Security Assets if you cease to carry on business or to be a going concern
- 7 Condition 6 does not apply to any Security Assets situated in Scotland
- 8 To the extent that this debenture is a legal and floating charge over the Security Assets you must
- pay any monies which you receive in respect of your Book Debts into an account at your bankers the details of which have been notified to us, or if we ask, directly to us
  - not without our prior written consent sell factor discount or otherwise charge or assign your Book Debts or permit the payment of monies received in respect of your Book Debts to any other person
  - if we ask, execute legal assignments of your Book Debts to us
- 11 You must
- keep full and proper books accounts and records, and

- as we from time to time reasonably require promptly
- give us an annual balance sheet and profit and loss account and trading account certified by your accountant showing the true position of your affairs in every year and
- keep us fully informed of the state of your business and that of your subsidiaries (if any) and
- give us all such information in relation to your respective undertakings Assets transactions and affairs (such information to be certified as to its accuracy and completeness in such form and by such of your officers manager director employees or agents as it may reasonably require), and
- give us such other information about you as we may reasonably require

#### Related Rights and Land Interests

- 9 Any payment arising in respect of Related Rights and Security Land Interests must (unless used to our satisfaction in restoring or improving Real Property or other Security Assets) go towards the Debt whether or not we have sent you a demand and whether or not the Debt has accrued due. You must take all steps necessary to make sure we receive the money.
- 9.1 Any assignment or charge to us of Related Rights or Land Interests includes the right to recover and receive all compensation or other monies from time to time payable under them whether pursuant to any statute or otherwise and you agree
- to make all payments and do all other things necessary to take out and maintain all necessary justices' excise cinematography theatre entertainments or other licences in respect of the business or businesses from time to time the subject of the Security and not in any way to risk losing any such licence or prejudice its renewal,
  - if we ask, to do anything necessary to assign or transfer such licences to or at our direction (the production of this deed to be conclusive evidence of your consent to any such transfer),
  - to insure and keep insured against loss or forfeiture all existing and all other licences for the time being in force and assigned or charged under this debenture in the full value thereof in our with an insurer approved by us and on demand to produce us the policies of insurance effected pursuant to this covenant and the receipts for the premiums and other moneys payable for that purpose

#### Insuring the Property

- 10 You, or if the Property is a household, the person responsible under its lease, must keep the Property insured under a buildings insurance policy against all normal risks including flood and any other risk which we reasonably require. The policy must
- be maintained until our legal charge over the Property has been redeemed,
  - be for the full reinstatement value of the Property under a comprehensive index linked insurance policy issued by a reputable insurer,
  - contain a mortgagees' protection clause and have our interest noted
- 10.1 Wherever we ask, you must be able to produce satisfactory proof that the policy is paid up and in force
- 10.2 If you break this condition, we may at your expense insure our interest in the Property
- 10.3 If a claim is made on this insurance, any money you receive will be held by you on trust for us. At our option, any money received must be paid to us. We will decide in our reasonable discretion whether it should be spent on repairs and rebuilding or put towards reducing the Debt
- 10.4 If the property is repossessed by anyone, we may cancel any insurance policy held by a previous lender and authorise that lender to claim any proceeds from the policy and pay these amounts to us in order to reduce the amount due and the actual balance under this agreement

#### Looking after the Property

- 11 You must
- look after the Property so that it keeps its value as our security putting and keeping it in good repair and complying with all obligations or restrictions in respect of it whether under any lease prior charge or statute or otherwise
  - immediately give us a copy of any notice or demand received from anyone in connection with the Property,
  - give us a fresh charge (if asked) over any new or increased interest which you get in the Security Assets
  - not grant rights in the Property to anyone nor create or allow to be created any further charge or mortgage over it or allow anyone to get rights in it or create or allow to be created any further charge or mortgage over it or do anything which would devalue it or make it more difficult or expensive to insure the Property or which could invalidate any insurance over the Property,
  - not without our prior written consent make any alteration to the Property that requires planning permission or building regulation approval or grant or agree to grant a lease of the Property or agree to grant one or allow anyone to surrender any lease of the Property,

- not without our prior written consent apply for any planning consent in respect of the Property
  - execute and do anything we may reasonably require to perfect this debenture
- 12 Upon our written demand and at your expense you must
- execute a valid legal mortgage on our standard form for the time being or in such form as we may reasonably require of any Real Property which is not effectively charged by way of legal mortgage
  - do and concur with anything which we may reasonably deem necessary to vest in us title to all or any Real Property and
  - execute a valid fixed charge or assignment in such form as we may reasonably require of any Security Assets

#### When the Debt is Payable and Default

- 13 For the purposes of section 101 of the Act, the Debt is due on the date of this debenture and no matter what any other Conditions say, the Debt becomes due and repayable
- if you break any of the Conditions, or fail to make any payment due under them or to pay any other money due under your Mortgage,
  - if the title to the Property is defective in any way or your Mortgage is in any way not perfected or alleged to be improperly perfected,
  - if any part of the Property is compulsorily purchased or officially requisitioned,
  - if the value of the Property falls substantially because a building or it has been pulled down or damaged,
  - if you become insolvent or make any formal arrangement with your creditors
  - when a petition (unless subsequently dismissed) is presented for your winding up you are ordered to be wound up or a resolution is passed for your voluntary winding up (save with our prior written consent for the purpose of reconstruction or amalgamation only) or you enter into administration or any composition or arrangement for the benefit of your creditors,
  - if, in applying for any loan or credit agreement relating to all or any part of the Debt any information given to us either by you or your behalf was materially incorrect or incomplete,
  - if a mortgagee or other person interested in the Security Assets or any of them takes proceedings for possession or to realise their interest in it or otherwise enforces their interest
  - if any charge in your circumstances occurs which we reasonably believe might adversely affect your ability to perform your obligations under your Mortgage,
  - if any other event occurs which you have agreed in writing with us makes this debenture enforceable,

and when any of the above events has occurred and at any time afterwards (whether or not the event is continuing) the powers of sale and of appointing a receiver conferred by Section 101 of the Act shall immediately arise and become exercisable

#### Our Powers

- 14 In addition to our statutory powers we have the following rights and powers
- to take possession of the Security Assets as soon as this debenture is made and all the rights and powers which we would have, including rights to confer authorities to others, which we could exercise if we were the absolute owner of the Security Assets. Although we have these rights we will not exercise them until you break or fail to comply with any of the Conditions,
  - (without being obliged us to do so) to do anything necessary to remedy any breach by you of the Conditions,
  - to sell the Security free from 103 of the Act. This and the power to appoint a receiver become immediately exercisable when you break or fail to comply with any of the Conditions,
  - to lease and make agreements for leases at a premium or otherwise and accept surrenders of leases and grant options as we shall think expedient, without the need to observe any of the provisions of Sections 99 and 100 of the Act, we may apportion any rent received when we are in possession to the Property only and not to any furnishings machinery or other things kept there or fixed to it
  - if the Security Assets have been mortgaged in a way that gives someone else a first claim on them or someone has a prior interest, to buy out the other person's interest. You will be fully bound by any agreement we reach with the other person. You will have to pay back any money we have spent on the transaction when we ask you for it,
  - all the powers of a receiver

#### Crediting of Payments

- 15 Unless we, in our absolute discretion, decide otherwise any payments made by you or received on your account will be credited to
- first, any charges or fees, including any charges for early repayment and insurance premiums in respect of the Property,
  - second, interest owing by you

- third, in reduction or extinction of the balance of the Advance made most recently to you or any of you

#### Receivers

- 16 When we appoint a receiver, the receiver can
- and will act as your agent. You alone will be responsible for paying the receiver's fees and anything the receiver does, or fails to do, as an agent acting on your behalf,
  - exercise all the powers and authorities which we have under this debenture or which we think fit to grant. We may grant any powers and authorities which we could give if we were the absolute owner of the Property
  - generally manage the Property and do anything else (whether similar or not to any of the above) which may be reasonably considered to be incidental or conducive to anything which a receiver can lawfully as your agent or which we have the right or power to do, or to doubt the provisions of paragraph 14 of Schedule B1 of the Insolvency Act 1986 apply to this debenture if it is a qualifying floating charge for the purposes of sub-paragraph (3) of that paragraph
- 16.1 The net proceeds arising from the exercise of the powers of the receiver shall, subject to any claims ranking in priority to ours, be used to pay in the following order
- first, the amount of all costs, interest, charges, fees and expenses incurred and payments made by the receiver in connection with or incidental to or as a result of the exercise of his powers and the costs, charges and expenses of and incidental to his appointment,
  - second, the remuneration of the receiver,
  - third, all other sums secured by this debenture in such order as we may determine,
  - fourth, the claims of those entitled to any surplus
- 16.2 Section 109 (6) and (8) of the Act (relating to the fees of a receiver) shall not apply
- 16.3 Your rights under Section 93 of the Act are excluded

#### Power of Attorney

- 17 You appoint and give us (and any receiver appointed by us) an irrevocable power of attorney by way of security to do the following in your name and on your behalf either separately or jointly
- to receive any money due in respect of the Security Assets or any right or claim connected with it or the Related Rights and to use it to reduce or repay the Debt,
  - to receive any money due in respect of the Security Assets and to use it to reduce or repay the Debt,
  - to sign or execute any document or do any act which must be signed or done by you under this debenture or which we or a receiver may find necessary in order to exercise or perfect our rights under this debenture,
  - to initial any amendment which may be necessary to this debenture or associated document in order to correct any manifest error or mistake, provided that such amendment does not adversely affect your rights or obligations
  - to transfer your share in any management company for Real Property to its buyer,
  - to obtain details of prior charges,
  - to request and receive from anyone any present or past information about the Security Assets, and any other interest in or in any way affecting these, including any debt however secured or the Security Assets
  - to give to a local authority or any other public body any official notices in connection with the Property that you are entitled to give yourself
  - if you are a shareholding member of a residents' association or management company in connection with Real Property, to transfer your shares to anyone who has bought the Real Property and to receive any money paid for the such shares,
  - to sign, execute, seal and deliver as a deed and deliver and do anything else necessary to finalise any legal document which may be required in connection with this debenture or with any of our and the receiver's powers under this debenture including the execution of any new lease vested by a court following relief from forfeiture

#### Cost and Expense

- 18 You must keep us fully indemnified in respect of and pay us any Cost and Expense. Cost and Expense carries interest from the date when the same is paid or incurred or charged by us at the Interest Rate from time to time until payment.

#### Your Chattels

- 19 If you are ordered to give up or we take possession of the Security Assets, you must remove all chattels ("Items") from the Items include but are not limited to all furniture, animals, livestock, clothing and other personal effects, whether belonging to you or anyone else, but not fixtures and fittings. You agree that any Items which are not removed by you prior to our obtaining possession may be disposed of at your expense (whether by removal, sale, destruction or gift). You further agree that we may appoint independent contractors for this purpose and acknowledge that they will be ordinary clearance contractors, act as your, not our, agents using their reasonable discretion and will not have any training or skill in identifying the value or saleability or particular handling requirements of any Item. Accordingly, you agree that, unless we have express notice that any Items of special monetary value or that the contractors are dishonest, we have no responsibility for any loss or damage caused by the independent contractors. If after the Debt is paid in full any Items are sold and we receive the proceeds, we will pay you what is left after deducting the expense (including the cost of the independent contractors) incurred in and about the disposal.

#### Negligence in dealing with the Security Assets etc.

- 20 Without in any way creating any duty of care by ourselves to you, you agree that so long as
- we exercise reasonable care in selecting any receiver or third party, the amount recoverable from you shall not be affected by any neglect of the receiver or third party appointed by us in connection with the realisation of Security Assets,
  - act reasonably upon professional advice in the manner and pricing of a sale or the exercise of our powers and rights,
- we shall not be liable to you in respect of nor will your liability be reduced for any loss or damage that follows from
- selling or not selling the Security Assets
  - any action or failure to act during a sale of the Security Assets,
  - carrying out, or not carrying out, our powers
  - exercising or not exercising our rights

#### Representations and Warranties

- 21 You represent and warrant to us that
- This debenture does not contravene any of the provisions of your memorandum and articles of association or any agreement, undertaking or other instrument in respect of or binding on you or the Security Assets,
  - you are empowered to enter into and perform all the Conditions of this debenture

#### General

- 22 In addition to all rights of set off conferred by law, we may set off any money standing from time to time to the credit of any account whatsoever that you have with us against the Debt.
- 23 In addition and without prejudice to any general lien or similar right to which we may be entitled at law, we may at any time without notice to you combine or consolidate all or any of your accounts with any liabilities to it and set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of your liabilities to us or any other account or in any respect, whether such liabilities be actual or contingent, primary or collateral, joint or several.
- 24 No right, power or privilege under this debenture shall be waived by any failure or delay in exercising it, nor does any single or partial exercise of any right, power or privilege preclude its further exercise.
- 25 If any of the Conditions (or part of a condition) becomes invalid or unenforceable in any way under any law, the validity of the remaining Conditions (or part of a condition) will not in any way be affected or impaired.
- 26 You must at once give us any information (including documents) that we ask for about any proposed or intended sale of the Property. You further agree to instruct and irrevocably authorise any solicitor acting for you in connection with the sale at our request at once to give us this information.
- 27 A certificate of our director or company secretary as to the amount for the time being of the Debt will for all purposes (apart from obvious mistakes) be conclusive against you.

#### Notices

- 28 Any notice or proceedings under this debenture which we send by first class post will be deemed to have been received by you on the second Business Day after posting, even if it never arrives or is returned undelivered. Notice addressed to one of you will be deemed notice to you all unless you have different addresses. Notice will be sent to the Property or to the address within the United Kingdom most recently notified to us in writing. In proving service it shall be sufficient for us to show that the letter containing the notice was properly addressed, stamped and posted by first class post.
- 29 This debenture is governed by the law of the location of the Property and you submit to the non-exclusive jurisdiction of the courts of that location.