72 1789/39

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

MR01

Particulars of a charge

Oyez

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

You can use the WebFi Please go to www compa

FRIDAY

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A37 22/11/2013 #28
COMPANIES HOUSE

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 f You may not use this form register a charge where t instrument Use form MR

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

For official use 3

Company number	0 8 5 1 7 4 8 2
Company name in full	1 Red Properties Limited

►Filling in this form
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date	d2 d0 m1 m1 y2 y0 y1 y3

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	Aldermore Bank 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

MR01

Particulars of a charge

4 Description

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

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

Description

2 1 The Company with full title guarantee and as a continuing security for the monies and liabilities referred to in clause 1 hereby charges
2 1 1 all freehold and leasehold property together with all buildings and fixtures thereon vested in the Company,
2 1 2 all future freehold and leasehold property together with all buildings and fixtures thereon,
2 1 3 all book and other debts now or at any time hereafter due or owing to the Company, together with the benefit of all guarantees, securities and indemnities thereof and all liens, reservations of title, rights of tracing and other rights enabling the Company to enforce any such debts or claims,
2 1 4 all stocks, shares, debentures, loan capital, rights to subscribe for, convert other securities into or otherwise acquire any stocks, shares, debentures and loan capital of any other body corporate now or at any time hereafter belonging to the Company, together with all dividends, interest and other income and other rights of whatsoever kind deriving from or incidental to any of the foregoing,
2 1 5 the goodwill of the Company and its uncalled capital now or at any time hereafter in existence,
2 1 6 all copyrights, trademarks, patents, registered designs and other intellectual property rights now or at any time hereafter belonging to the Company,

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**

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

MR01 - continuation page

Particulars of a charge

Oyez

4 Description

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

Description

2 1 7 the whole of the Company's undertaking and all its property and assets whatsoever or wheresoever, present or future, other than any property or assets from time to time or for the time being effectively charged to the Bank by way of fixed charge pursuant to this Debenture

MR01

Particulars of a charge

8 Trustee statement

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

☐

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

9 Signature

Please sign the form here

Signature

Signature

X X

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

MR01

Particulars of a charge

Presenter information

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

Contact name
Lucy Hall

Company name
Lester Aldridge LLP

Address
Russell House

Oxford Road

BOURNEMOUTH

Post town
Dorset

County/Region

Postcode B H 8 8 E X

Country

DX DX 7623 Bournemouth 1

Telephone
01202 702621

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: 8517482

Charge code. 0851 7482 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th November 2013 and created by 1 RED PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd November 2013.

Given at Companies House, Cardiff on 28th November 2013

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Dated 20 November 2013

(1) 1 RED PROPERTIES LIMITED

(2) ALDERMORE BANK PLC

DEBENTURE

I hereby certify that this copy is a true and complete copy of the original
Dated this 21 day of Nov 2013

Lester Aldridge LLP
Solicitors Russell House
Oakdale Road
BCH [illegible] Dorset
BH[illegible]

Eversheds LLP
1 Callaghan Square
Cardiff
CF10 5BT
Tel 0845 497 9797
Fax: 0845 498 7333

27 September 2013 mdc

THIS DEBENTURE is made the 20th day of November 2013

BETWEEN:

(1) **1 RED PROPERTIES LIMITED** (registered number 08517482) whose registered office is at 73 Salcott Road, London SW11 6DF ("the Company")

(2) **ALDERMORE BANK PLC** whose address for service is at 1st Floor Block B, Western House, Peterborough Business Park, Lynch Wood, Peterborough PE2 6FZ (the "Bank")

NOW THIS DEED WITNESSETH as follows:-

1. **COVENANT TO PAY**

1 1 The Company hereby covenants with the Bank to pay on demand all monies which are now or at any time hereafter may be or become due or owing by the Company to the Bank on any account and discharge all other liabilities, whether actual or contingent, present or future incurred by the Company to the Bank (whether in either case due, owing or incurred by the Company alone or jointly with any other person(s) and in whatever name, firm or style and whether as principal or as surety), together with interest, fees, costs, expenses and other charges.

1.2 In the event of the Bank making such demand the Company shall pay interest accruing from the date of the demand on the moneys so demanded or on the amount of other liabilities at the rate agreed between the Company and the Bank or, in the event of no such rate having been agreed, at a rate determined in accordance with the Bank's usual practice (the rate so agreed or determined to apply after as well as before any judgment), such interest to be paid upon interest payment dates determined by the Bank in accordance with its then usual practice and to be compounded on such payment dates in the event of it not being duly and punctually paid.

2. **CHARGE**

2 1 The Company with full title guarantee and as a continuing security for the monies and liabilities referred to in clause 1 hereby charges

2 1 1 all freehold and leasehold property together with all buildings and fixtures thereon vested in the Company,

2 1 2 all future freehold and leasehold property together with all buildings and fixtures thereon,

2.1 3 all book and other debts now or at any time hereafter due or owing to the Company, together with the benefit of all guarantees, securities and indemnities thereof and all liens, reservations of title, rights of tracing and other rights enabling the Company to enforce any such debts or claims,

2 1 4 all stocks, shares, debentures, loan capital, rights to subscribe for, convert other securities into or otherwise acquire any stocks, shares, debentures and loan capital of any other body corporate now or at any time hereafter belonging to the Company, together with all dividends, interest and other income and other rights of whatsoever kind deriving from or incidental to any of the foregoing,

2 1 5 the goodwill of the Company and its uncalled capital now or at any time hereafter in existence;

2 1.6 all copyrights, trademarks, patents, registered designs and other intellectual property rights now or at any time hereafter belonging to the Company;

2 1.7 the whole of the Company's undertaking and all its property and assets whatsoever or wheresoever, present or future, other than any property or assets from time to time or for the time being effectively charged to the Bank by way of fixed charge pursuant to this Debenture.

The property and assets referred to in sub-clauses 2.1.1 to 2 1.7 above inclusive shall hereinafter be collectively referred to as "the Charged Property"

2.2 The charges contained in clause 2.1 above shall take effect

2 2.1 as regards the property referred to in clause 2.1.1 as charges by way of legal mortgage,

2.2.2 as regards the property referred to in clauses 2 1 2 to 2 1 6 above inclusive as fixed charges, and

2 2.3 as regards the property referred to in clause 2.1.7 above as floating charges

2.3 The security from time to time constituted by or pursuant to this Debenture shall

2.3.1 be in addition to and shall be independent of every bill, note, guarantee, mortgage or other security which the Bank may at any time hold for any of the monies and liabilities hereby secured and it is hereby declared that no prior security held by the Bank shall merge in the security created hereby or pursuant hereto; and

2 3.2 remain in full force and effect as continuing security until discharged by the Bank and for the avoidance of doubt shall not be considered as satisfied by any intermediate payment or settlement of the monies and liabilities referred to in clause 1

3 RESTRICTIONS ON SECURITIES AND DISPOSALS

The Company shall not without the prior written consent of the Bank

3.1 create, extend or permit to subsist any mortgage or other fixed security, floating charge, pledge or lien (other than the lien arising by operation of law) or other security interest of any kind, whether in any such case ranking in priority to or pari passu with or after the fixed and floating charges created by the Company under clause 2.1 above or any other security of the Bank created pursuant to this Debenture; or

3 2 sell, transfer, lease, lend or otherwise dispose of, whether by means of one or a series of transactions related or not and whether at one time or over a period of time, the whole or any part of the Company's undertaking or (save in the normal course of trading) of its assets, or enter into any agreement for any such sale, transfer, lease, loan or other disposal

4 PERFECTION OF THE BANK'S SECURITY

4 1 The Company shall from time to time, whensoever requested by the Bank and at the Company's cost, execute in favour of the Bank or as it may direct, such further or other legal assignments, transfers, mortgages, legal or other charges or securities as in such case the Bank shall stipulate over the Company's property or assets or effectively providing security to the Bank for the payment or discharge of the monies and liabilities hereby secured

4 2 Unless the same shall be held by, or be required or be delivered to, any holder of the security ranking in priority to that of the Bank, the Company shall upon the execution of this Debenture (or upon becoming possessed thereof at any time thereafter) deposit with the Bank all deeds, certificates and other documents constituting or evidencing title to the Charged Property

5 ACTION BY THE BANK TO PROTECT ITS SECURITY

5 1 the Bank shall be entitled at any time by notice in writing to the Company to convert the floating charge created by clause 2 1 7 above into a fixed charge as affecting all the property and assets which for the time being are subject to such floating charge or, as the case may be, such of the said property and assets as are specified by such notice

5 2 If at any time it shall appear to the Bank that any part of the Charged Property shall be in danger of seizure, distress or other legal process, or that the Bank's security thereover shall for any reason be in jeopardy, the Bank shall be entitled without notice to the Company to take possession of and hold the same or to appoint a receiver thereof The provisions of clause 10 below shall govern the appointment, removal and powers of a receiver appointed under this clause as if he were a receiver appointed under that clause.

6. INSURANCE

6 1 The Company shall at its own expense insure and keep insured the Charged Property with insurers previously approved by the Bank in writing against such risks and contingencies and for such amounts as the Bank shall from time to time request with the interest of the Bank noted on the policy and with the policy containing such provisions for the protection of the Bank as the Bank may reasonably require to avoid the interest of the Bank being prejudiced by any act of the Company or of any occupier and maintain such other insurance policies (with the interest of the Bank noted thereon) containing like provisions for the protection of the Bank as are normally maintained by prudent companies carrying on similar businesses and duly pay all premiums and other moneys necessary for effecting and keeping up such insurances.

6 2 The Company shall produce to the Bank the policies of such insurance and proof of such payments failing which the Bank may take out or renew such insurances in any sum which the Bank may think expedient and all moneys expended by the Bank under this provision shall be reimbursed by the Company on demand and bear interest as provided in clause 1 2 above

6.3 All policies of insurance and all moneys payable thereunder (whether or not in pursuance of the obligations hereunder) are hereby charged by way of fixed charge to and shall be paid to the Bank (or if not paid by the insurers directly to the Bank held on trust for the Bank) and shall at the option of the Bank be applied in replacing restoring or reinstating the property or assets destroyed damaged or lost (any

deficiency being made good by the Company) or in reduction of the moneys obligations and liabilities hereby secured

7 UNDERTAKINGS BY THE COMPANY

7 1 The Company hereby undertakes with the Bank that the Company will at all times while there shall subsist any security constituted by or pursuant to this Debenture

7.1.1 provide the Bank, its employees, professional advisers and agents with all such information respecting the Company's business and affairs as the Bank may from time to time require,

7.1.2 punctually pay or cause to be paid all rents, rates, taxes, duties, assessments and other outgoings payable in respect of the Charged Property or any part thereof;

7.1.3 keep all buildings, trade and other fixtures, fixed and other plant and machinery forming part of the Charged Property in good and substantial repair and permit the Bank, its officers, employees and agents free access at all reasonable times to view the state and condition of the forgoing without becoming liable to account as mortgagee in possession;

7.1.4 observe and perform the covenants reserved by or contained in any lease, agreement for lease or tenancy agreement under which any part of the Charged Property may be held and neither take any step nor omit to take any step whatsoever if in consequence of the taking or omission to take such step such lease, agreement for lease or tenancy agreement may be surrendered or forfeited or the rent thereunder may be increased;

7 1.5 observe and perform all restrictive and other covenants and stipulations for the time being affecting any part of the Charged Property or the use or the enjoyment of the same or any part thereof;

7 1.6 not without the prior written consent of the Bank confer on any other person any right or licence to occupy any land or buildings forming part of the Charged Property or any licence to assign or sub-let any part of the Charged Property;

7.1.7 indemnify the Bank (and as a separate covenant any Receiver or Receivers appointed by it) against all existing and future rents, taxes, duties, fees, renewal fees, charges, assessments, impositions and outgoings whatsoever (whether imposed by deed or statute or otherwise and whether in the nature of capital or revenue and even though of a wholly novel character) which now or at any time during the continuance of the security constituted by or pursuant to this Debenture are payable in respect of the Charged Property or any part thereof or by the owner or occupier thereof.

7.2 If any such sums as are referred to in sub-clause 7 1 7 of sub-clause 7.1 of this clause shall be paid by the Bank (or any such Receiver or Receivers) the same shall be repaid by the Company on demand with interest as provided in clause 1.2 above from the time or respective times of the same having been paid

8 EXTENSION AND VARIATION OF THE LAW OF PROPERTY ACT 1925

8 1 Section 103 of the Law of Property Act 1925 shall not restrict the exercise by the Bank of the statutory power of sale conferred on it by section 101 of such Act, which power shall arise and may be exercised by the Bank at any time after the Bank shall have demanded the payment or discharge by the Company of all or any of the monies and liabilities hereby secured, and the provisions of the said Act relating to and regulating the exercise of the said power of sale shall, so far as they relate to the security constituted by or pursuant to this Debenture, be varied and extended accordingly

8 2 The statutory powers of leasing, letting, entering into agreements for leases or lettings and accepting and agreeing to accept surrenders of leases conferred by sections 99 and 100 of the said Act shall not be exercisable by the Company in relation to any part of the Charged Property without the prior written consent of the Bank, but the foregoing shall not be construed as a limitation of the powers of any Receiver appointed hereunder and being an agent of the Company Such statutory powers shall be exercisable by the Bank at any time after the Bank shall have demanded the payment or discharge by the Company of all or any of the monies and liabilities hereby secured and, whether or not the Bank shall then be in possession of the premises proposed to be leased, so as to authorise the Bank to make a lease or agreement of lease at a premium and for any length of term and generally without any restriction on the kinds of leases and agreements for lease that the Bank may make and generally without the necessity for the Bank to comply with any restrictions imposed by or the other provisions of the said sections 99 and 100 The Bank may delegate such powers to any person and no such delegation shall preclude the subsequent exercise of such powers by the Bank itself or preclude the Bank from making a subsequent delegation thereof to some other person and any such delegation may be revoked.

8 3 The restriction on the right of consolidating mortgage securities contained in section 93 of the Law of Property Act 1925 shall not apply to this Debenture.

8 4 The restriction on the right to appoint a receiver contained in Section 109 of the Law of Property Act 1925 shall not apply to this Debenture

9. APPOINTMENT OF ADMINISTRATOR

9 1 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created under this Debenture Accordingly, at any time after the Bank becomes entitled to exercise the powers referred to in clauses 8.1 and 8 2, the Bank may appoint an administrator of the Company under the Insolvency Act 1986

10. APPOINTMENT OF RECEIVER

10.1 At any time after having been requested so to do by the Company, or after having made demand for the payment or discharge of any of the monies and liabilities hereby secured, or after any breach by the Company of any provision hereof or of any contract or agreement giving rise to any of the monies and liabilities hereby secured, or after the appointment of an administrator or any step is taken in connection with the appointment of an administrator in relation to the Company, the Bank may appoint one or more persons to be a Receiver or Receivers in respect of the whole or any part of the Charged Property. The Bank may -

10.1.1 subject to the provisions of section 45 of the Insolvency Act 1986 remove any Receiver previously appointed hereunder; and

10.1.2 appoint another person or other persons as Receiver or Receivers, either in the place of a Receiver so removed or who has otherwise ceased to act or to act jointly with a Receiver or Receivers previously appointed hereunder.

If at any time and by virtue of any such appointments(s) any two or more persons shall hold office as Receivers of the same assets or income each one of such Receivers shall be entitled (unless the contrary shall be stated in any of the deed(s) or other instrument(s) appointing them) to exercise all the powers and discretions hereby conferred on Receivers individually and to the exclusion of the other or others of them.

10 2 Every such appointment or removal, and every delegation, appointment or removal by the Bank in the exercise of any right to delegate its powers or to remove delegates herein contained, may be made either by deed or by instrument in writing under the hand of any officer of the Bank or any person authorised in writing in that behalf by any such officer

10.3 Every Receiver for the time being holding office by virtue of an appointment made by the Bank hereunder shall (subject to any limitations or restrictions expressed in the deed or other instrument appointing him but notwithstanding any winding-up or dissolution of the Company) have, in relation to the Charged Property, or as the case may be, that part of the Charged Property in respect of which he was appointed:

10.3 1 all the powers (as varied and extended by the provisions hereof) conferred by the Law of Property Act 1925;

10.3.2 all the powers (as varied and extended by the provisions hereof) conferred on administrative receivers by the Insolvency Act 1986 (even though he is not an administrative receiver),

10 3.3 power in the name or on behalf and at the cost of the Company to exercise all the powers and rights of an absolute owner and do or omit to do anything which the Company itself could do.

10.4 In addition and without prejudice to the generality of the forgoing every Receiver for the time being holding office by virtue of an appointment made by the Bank hereunder shall (notwithstanding any winding-up or dissolution of the Company) have the following powers, namely

10 4.1 power to take possession of, collect and get in the Charged Property and for that purpose to make, or to require the Directors of the Company to make calls upon the holders of the Company's share capital in respect of any such capital of the Company which remains uncalled and to enforce payment of calls so made and any previous unpaid calls by taking proceedings in the name of the Company or his own name;

10 4.2 power to carry on and manage, or concur in the carrying on and management of, the whole or any part of the Company's business, including the power where the Company has one or more subsidiaries of supervising, controlling and financing such subsidiary or subsidiaries (inclusive of any

bodies corporate as are referred to in sub-clause 10 4 6) and its or their business or businesses and the conduct thereof,

10.4 3 power to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification), of any project in which the Company was concerned or interested prior to his appointment being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land,

10.4.4 power to sell, lease or otherwise dispose of or concur in selling, leasing, accepting surrenders or otherwise disposing of the whole or any part of the Charged Property without the restriction imposed by section 103 of the Law of Property Act 1925 or the need to observe any of the restrictions or other provisions of section 99 or 100 of the said Act and upon such terms as he shall think fit;

10.4 5 power to carry any sale, lease or other disposal of any land or buildings and other property and assets into effect by conveying, transferring, assigning or leasing in the name of the Company and for that purpose to enter into covenants and other contractual obligations in the name of and so as to bind the Company;

10 4 6 power to promote, or otherwise acquire the share capital of any body corporate with a view to such body corporate becoming a subsidiary of the Company and purchasing, leasing or otherwise acquiring an interest in the whole or any part of the Charged Property or carrying on any business in succession to the Company or any subsidiary of the Company,

10 4 7 power to make any arrangement or compromise of claims as he shall think fit,

10.4 8 power to effect and renew insurances,

10 4 9 power to take or defend proceedings in the name of the Company including proceedings for the compulsory winding-up of the Company;

10 4 10 power to employ, engage and appoint such managers and other employees and professional advisers on such terms as he shall think fit including without limitation power to engage his own firm in the conduct of the receivership,

10 4 11 power to raise or borrow money from the Bank or any other person to rank for payment in priority to the security constituted by or pursuant to this Debenture and with or without a mortgage or charge on the Charged Property or any part of it, and

10.4.12 power to do all such other things as may seem to the Receiver to be incidental or conducive to any other power vested in him or to be conducive to the realisation of the security constituted by or pursuant to this Debenture

10.5 Every Receiver so appointed shall be deemed at all times and for all purposes to be the agent of the Company which shall be solely responsible for his acts and defaults and for the payment of his remuneration

10.6 Every Receiver so appointed shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Bank (or, failing such agreement, to be fixed by the Bank) appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted in accordance with his current practice or the current practice of his firm and without being limited to the maximum rate specified in section 109(6) of the Law of Property Act 1925.

11. POWER OF ATTORNEY

The Company by way of security hereby irrevocably appoints the Bank and the persons deriving title under it and separately any Receiver appointed hereunder severally to be its attorney in its name and on its behalf and as its act and deed or otherwise to execute and complete any documents which the Bank may require for perfecting its title to or for vesting the Charged Property both present and future in the Bank or its nominees or in any purchaser and otherwise generally to sign seal deliver and otherwise perfect any such legal assignment, transfer, mortgage, legal or other charge or security referred to in clause 4.1 and all such deeds and documents and to do all such acts and things as may be required for the full exercise of the powers hereby conferred including any sale lease disposition realisation or getting in of the Charged Property.

12 PROTECTION OF PURCHASERS

No purchaser or other person dealing with the Bank or its delegate or any Receiver appointed hereunder shall be bound to see or inquire whether the right of the Bank or such Receiver to exercise any of its or his powers has arisen or become exercisable or be concerned with notice to the contrary, or be concerned to see whether any such delegation by the Bank shall have lapsed for any reason or been revoked.

13. SUBSEQUENT CHARGES

If the Bank shall at any time receive notice of any subsequent mortgage, charge, assignment, hypothecation, pledge, lien or other like interest, matter, event or transaction affecting the Charged Property or any part of it, the Bank may open a new account or accounts for the Company in its books If the Bank does not in fact open any such new account then, unless it gives express written notice to the Company to the contrary, the Bank shall be treated as if it had in fact opened such account or accounts at the time when it received such notice As from that time and unless such express written notice shall be given to the Company, all payments by or on behalf of the Company to the Bank shall (in the absence of any express contrary appropriation by the Company) be credited, or treated as having been credited, to a new account of the Company and not as having been applied in reduction of the Company's indebtedness and other liabilities to the Bank at the time when the Bank received such notice

14 CONSOLIDATION OF ACCOUNTS AND SET-OFF

In addition to any general lien or similar right to which it may be entitled by operation of law, the Bank shall have the right at any time and without notice to the Company (as well before as after making any demand hereunder) to combine or consolidate all or any of the Company's then existing accounts with and liabilities to the Bank and to set-off or transfer any sum or sums standing to the credit of any one or more of such accounts in towards satisfaction of any of the liabilities of the Company to the Bank on any other account in any other aspect

15 SUSPENSE ACCOUNT

All monies received, recovered or realised by the Bank under this Debenture (including the proceeds of any conversion of currency) may in the discretion of the Bank be credited to any suspense or impersonal account and may be held in such account for so long as the Bank may think fit (with interest accruing thereon at such rate, if any, as the Bank may deem fit) pending their application from time to time (as the Bank shall be entitled to do in its discretion) in or towards the discharge of any of the monies and liabilities hereby secured

16 NOTICES

Any notice or demand served on the Company by the Bank hereunder may be served on any one of the officers of the Company personally, or by letter addressed to the Company or to all or any one of its officers and left at its registered office or at any one of its principal places of business, or by posting the same by letter, addressed in any such manner as above-mentioned, to such registered office or address or any such principal place of business Any notice or demand sent by post shall be deemed to have been served on the Company at 10 a m on the business day next following the date of posting. In proving such service by post it shall be sufficient to show that the letter containing the notice or demand was properly addressed and posted, and a notice on demand so addressed and posted shall be effective notwithstanding that it was not in fact delivered or was returned undelivered.

17 THE BANK'S REMEDIES

17 1 The Bank may at any time or times without discharging or in any way affecting the security created by or pursuant to this Debenture or any remedy of the Bank in respect of such security grant to the Company time or indulgence or abstain from asserting, calling, exercising or enforcing any remedies, securities, guarantees or other rights which it may now or hereafter have from or against the Company

17.2 Any receipt release or discharge of the security provided by, or of any liability arising under, this Debenture shall not release or discharge the Company from any liability to the Bank for the same or any other monies which may exist independently of this Debenture.

17 3 The Bank may in its discretion grant time or other indulgence, or make any other arrangement variation or release with, any person or persons not party hereto (whether or not such person or persons are jointly liable with the Company) in respect of any of the monies and liabilities hereby secured or of any other security therefor or guarantee in respect thereof without prejudice either to the security constituted by or pursuant to this Debenture or to the liability of the Company for the monies and liabilities hereby secured or the exercise by the Bank of any rights, remedies and privileges conferred upon it by this Debenture

17.4 No failure on the part of the Bank to exercise, or delay on its part in exercising, any of the rights, powers and remedies provided by this Debenture or by law (collectively "the Bank's Rights") shall operate as a waiver thereof, nor shall any single or partial waiver of any of the Bank's Rights preclude any further or other exercise of that one of the Bank's Rights concerned or the exercise of any other of the Bank's Rights.

17 5 All the costs charges and expenses of the Bank incurred by the Bank in relation to this Debenture or the monies and liabilities hereby secured (including, without limitation, the costs, charges and expenses incurred in the bringing of this Debenture into effect or in the exercise of any of the rights, remedies and powers conferred on the Bank hereby or in the perfection or enforcement or attempted enforcement of the security constituted hereby or pursuant hereto or in the perfection or enforcement of any other security for or guarantee in respect of the monies and liabilities hereby secured) shall be reimbursed by the Company to the Bank on demand on a full indemnity basis Until so reimbursed the same shall carry interest as mentioned in clause 1.2 above accruing from the date of the same being incurred by the Bank.

17.6 If the Bank or any Receiver shall enter into possession of the Charged Property or any part of it or he may from time to time and at any time go out of such possession neither the Bank nor any Receiver shall in any circumstances be liable to account to the Company for anything except its or his actual receipts or be liable to the Company for any loss or damage arising from any realisation of the Charged Property or any part of it or any act default or omission in relation to the Charged Property or any part of it.

17.7 The Bank may exercise in the name of the Company or otherwise at any time after the security created by this Debenture has become enforceable and without any further consent or authority on the part of the Company in respect of any securities referred to in clause 2 1 3 any voting rights and all powers given to trustees by Sections 10(3) and (4) of the Trustee Act 1925 (as amended by Section 9 of the Trustee Investments Act 1961) in respect of securities or property subject to a trust and any powers or rights which may be exercisable by the person in whose name any of the said securities is registered or by the bearer thereof.

17.8 At any time after the security created by this Debenture has become enforceable or if requested by the Company the Bank may without further notice and without first appointing a Receiver exercise all or any of the powers conferred on mortgagees by the Law of Property Act 1925 as varied or extended by this Debenture and all the powers authorities and discretions conferred expressly or by implication on any Receiver in this Debenture or conferred by statute or common law

17.9 It shall be lawful for the Bank or any Receiver at any time to exercise for and on behalf of the Company any or all of the powers conferred on a landlord or tenant by the Landlord and Tenant Acts 1927 and 1954 in respect of the Charged Property but without any obligation to exercise any of such powers and without any liability for powers so exercised and the Company hereby covenants with the Bank that it will promptly deliver to the Bank all notices served on the Company in respect of the Charged Property under the said Acts

18. PROVISIONS SEVERABLE

Every provision contained in this Debenture shall be severable and distinct from every other provision and if at any time any one or more provision is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected

19. ASSIGNMENT

The Bank shall have a full and unfettered right to assign the whole or any part of the benefit of this Debenture and the expression "the Bank" wherever used herein shall be deemed to include the assignees and other successors, whether immediate or derivative, of the Bank, who shall be entitled to enforce and proceed upon this Debenture in the same manner as if named herein The Bank shall be entitled to impart any information concerning the Company to any such assignee or other successor or any participant or proposed assignee, successor or participant.

20. LAW

This Debenture shall be governed by and construed in accordance with English law.

21. INTERPRETATION

21 1 Section 61 of the Law of Property Act 1925 shall govern the construction hereof, and where the context so admits -

21.1 1 any reference herein to any statute or any provision of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof and to any regulations or orders made thereunder and from time to time in force,

21 1.2 the expression "subsidiary" is to have the same meaning as in section 1159 the Companies Act 2006

21 2 Clause headings are for reference only and shall not affect the construction of this Debenture

THIS DOCUMENT is executed as a deed and delivered on the date stated at the beginning of this Deed

EXECUTED and delivered by

_____

acting by:-

_____

and

_____

... . Director

. ... Director/Secretary

EXECUTED and delivered by

1 RED PROPERTIES LIMITED

acting by.-

. .. . Director

In the presence of:-

Witness:

Name PAUL HOVHANNISYAN

Address. Laytons Solicitors LLP
Level 5
2 More London Riverside
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SE1 2AP
Tel 020 7842 8000
Fax 020 7842 8080