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

MR01
Particulars of a charge

Companies House

101253/13

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 instrument Use form MR08

THURSDAY

A4E81WF5
A15 20/08/2015 #229
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration w 21 days** beginning with the day after the date of creation of the cha delivered outside of the 21 days it will be rejected unless it is accomp 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 **Do not send the original**

For official use: 1

→ **Filling in this form**
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

1 Company details

Company number: 09612958

Company name in full: MERTON ROAD PROPERTIES LIMITED

2 Charge creation date

Charge creation date: d 04 m 08 y 2015

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: KSEYE CAPITAL LLP

Name: FOCUS GROUP ASIA PTE LIMITED

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

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

Brief description

LEASEHOLD PROPERTY KNOWN AS GROUND FLOOR SHOP AT 185 MERTON ROAD LONDON, SW18 5EF

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 ❶

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

☐

❶ 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
STEPHANIE COKER
Company name
ELS LEGAL LLP

Address
1st FLOOR
10 - 12 ELY PLACE

Post town
LONDON
County/Region

Postcode
EC1N 6RY
Country
UK
DX
222 LDE
Telephone
0207 269 5120

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: 9612958

Charge code: 0961 2958 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th August 2015 and created by MERTON ROAD PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th August 2015.

Given at Companies House, Cardiff on 26th August 2015

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

DATED 4 August 2015

MERTON ROAD PROPERTIES LIMITED (1)

-and-

KSEYE CAPITAL LLP and FOCUS GROUP ASIA PTE LIMITED (2)

DEBENTURE

WE CERTIFY THAT THIS IS
A TRUE COPY OF THE ORIGINAL
ELS LEGAL LLP
ELS 18/8/15

4830482_1

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THIS DEED is dated 4 August 2015

PARTIES

(1) **Merton Road Properties Limited** of (Company No 09612958) whose registered office is at 16 South End, Croydon, CR0 1DN (**'the Mortgagor'**) and

(2) **KSEYE Capital LLP** (Company No OC380355) whose registered office is at Hanover Court, 116-118 Bessborough Road, Harrow, Middlesex, England, HA1 3DU, **Focus Groups Asia PTE Limited** (incorporated in Singapore) (UK Registration No 20122497OM) of 1 Coleman Street, 08-07 The Adelphi, Singapore, 179803 (together **'the Lender'**)

BACKGROUND

(A) The Lender has agreed, under the Loan Facility Agreement, to provide the Borrower with loan facilities on a secured basis and the Borrower has utilised monies drawn under the Facility Agreement for the purposes specified in the Loan Facility Agreement

(B) The Mortgagor owns the Property and has agreed to enter into this debenture in accordance with the Loan Facility Agreement

(C) The Mortgagor has guaranteed the obligations of the Borrower under the Loan Facility Agreement

(D) This debenture provides security which the Mortgagor has agreed to ensure is provided to the Lender for the loan facilities made or to be made available to the Borrower under the Facility Agreement

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1 1 Definitions

In this debenture the definitions and rules of interpretation in this clause apply

Administrator	an administrator appointed to manage the affairs, business and property of the Mortgagor pursuant to paragraph 15 of Schedule 5
Borrower	Trevor Fitzy Williams of 25 Garden Road, Bromley, London, BR1 3LU
Business Day	a day (other than a Saturday or Sunday) on which commercial banks are open for general business in London and deposits are dealt with on the London Interbank Market
Charged Property	all the assets, property and undertaking from time to time subject to the security interests created by this debenture (and references to

	the Charged Property include references to any part of it)
Costs	all costs, charges, expenses and liabilities of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax charged on Costs
Encumbrance	any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien assignment by way of security, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect
Environment.	the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media
Environmental Law	all applicable laws, statutes, regulations, secondary legislations, bye-laws, common law, directive, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment
Equipment	all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations, and apparatus and other tangible moveable property from time to time owned by the Mortgagor including any part of it and all spare parts, replacements, modifications and additions
Event of Default	means any event which falls within the definition of an Event of Default any of the Facility Agreements
Loan Facility Agreement	Together the loan facility agreements as follows (i) a Loan Agreement dated 22 December 2004 made between KSEYE Capital LLP and Focus Groups Asia PTE Limited (1) and the Borrower (2) (ii) Loan agreement dated 22 December 2014 and made between KSEYE Capital LLP (1) and

	the Borrower (2) (iii) Loan agreement dated and made between KSEYE Capital LLP (1) and the Borrower (2) for the provision of the loan facilities secured by this deed
Facility Agreement	(a) Loan Facility Agreement (b) the Guarantee and Indemnity of even date herewith between the Lender and the Mortgagor whereby the Mortgagor guaranteed the obligations of the Borrower under the Loan Facility Agreement, and (c) the Supplementary Agreement of even date and made between the Borrower (1), the Lender (2) and the Mortgagor (3) (d) all other existing and/or future agreements, deeds or documents, as amended from time to time , by or in relation to which the Mortgagor has agreed, or does in future agree, in writing that the Borrower's liabilities and obligations to the Lender are to be secured upon the Charged Property
Financial Collateral	shall have the meaning given to that expression in the Financial Collateral Regulations
Financial Collateral Regulations	the Financial Collateral Arrangements (No 2) Regulations 2003 (Sf 2003/3226)
Properties	all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Mortgagor or in which the Mortgagor holds an interest (including (but not limited to) the properties which are briefly described in Schedule 1`) and Property means any of them
Receiver	a receiver and/or manager of any or all of the Charged Property appointed under paragraph 6 of Schedule 5
Secured Liabilities	all present and future monies, obligations and liabilities of either the Borrower or the Mortgagor to the Lender, whether actual or contingent and whether owed jointly or severally as principal or surety or in any other

	capacity, under or in connection with the Facility Agreement or this debenture together with all interests (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities
Security Financial Collateral Arrangement	shall have the meaning given to that expression in the Financial Collateral Regulations
Security Period	the period starting on the date of this debenture and ending on the date on which all the Secured Liabilities have been unconditional and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding

1 2 Interpretation

Unless the context otherwise requires, in this debenture

1 2 1 any reference to any statute or statutory provision includes a reference to any subordinate legislation made under that statute or statutory provision, to any modification, re-enactment or extension of that statute or statutory provision and to any former statute or statutory provision which it consolidated or re-enacted before the date of this debenture,

1 2 2 a reference to one gender includes a reference to the other genders,

1.2.3 words in the singular include the plural and in the plural include the singular,

1 2 4 a reference to a clause or Schedule is to a clause of, or Schedule to, this debenture and references to paragraphs are to paragraphs of the relevant Schedule, unless the context otherwise requires,

1 2.4 the reference to continuing in relation to any of the events mentioned in paragraph 1 of Schedule 5 means an event which has not been remedied or waived,

1.2 5 a reference to this debenture (or any specified provision of it) or any other document shall be construed as a reference to this debenture, that provision or that document as in force from time to time and as amended or novated from time to time,

1 2 6 a reference to a person shall include a reference to an individual, firm, company, partnership, corporation, unincorporated body of persons, or any state or any agency of any person,

1 2 7 a reference to an amendment includes a supplement, variation, novation or re-enactment (and amended shall be construed accordingly),

1 2 8 a reference to assets includes present and future properties, undertakings, revenues, rights and benefits of every description,

1 2.9 a reference to an authorisation includes an authorisation, consent, licence, approval, resolution, exemption, filing, registration and notarisation,

1 2 10 a reference to a lease includes a reference to a tenancy,

1 2 11 a reference to a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation,

1 2 12 a reference to the Mortgagor or the Lender shall include its successors, permitted transferees and permitted assigns,

1 2 13 where the Mortgagor comprises more than one person the liabilities and obligations under this Debenture of the persons comprising the Mortgagor shall be joint and several,

1 2 14 where there is any conflict between the terms of this debenture and the Facility Agreements, the terms of the Facility Agreements shall prevail, and

1 2 15 clause, Schedule and paragraph headings shall not affect the interpretation of this debenture

1 3 Clawback

If the Lender considers that an amount paid by the Mortgagor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Mortgagor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this debenture

1 4 Nature of security over real property

A reference in this deed to a charge or mortgage of or over any Property includes

1 4 1 all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) that are situated on or form part of that Property at any time,

1 4 2 the proceeds of the sale of any part of that Property and any other monies paid or payable in respect of or in connection with that Property,

1 4.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Mortgagor in respect of that Property, and any monies paid or payable in respect of those covenants, and

1 4.4 all rights under any licence, agreement for sale or agreement for lease in respect of that Property

1 5 Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 the terms of the Facility Agreements and of any side letters between any parties in relation to

the Facility Agreements are incorporated into this debenture

1 6 Insolvency Act 1986

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (as inserted by section 248 of, and Schedule 16 to, the Enterprise Act 2002) applies to the floating charge created by this debenture

2. COVENANT TO PAY

The Mortgagor shall on demand pay to the Lender and discharge the Secured Liabilities when they become due

3. GRANT OF SECURITY

3 1 Charging clause

As a continuing security for the payment and discharge of the Secured Liabilities, the Mortgagor with full title guarantee

3 1 1 charges to the Lender, by way of first legal mortgage, all the Properties specified in Schedule 1,

3.1 2 charges to the Lender, by way of first fixed charge

3 1 2 1 all Properties acquired by the Mortgagor in the future,

3.1 2 2 all present and future interests of the Mortgagor not effectively mortgaged or charged under the preceding provisions of this clause 3 in or over freehold or leasehold property,

3 1.2 3 all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property,

3.1 2 4 all licences, consents and authorisations, statutory or otherwise held or required in connection with the Borrower's business or the use of any Charged Property and all rights in connection with them,

3 1 2 5 all present and future goodwill and uncalled capital for from time to time of the Borrower, and

3 1.2 6 all Equipment, and

3 1 3 charges to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of the Mortgagor at any time not effectively mortgaged, charged or assigned pursuant to clause 3 1 1 and clause 3 1 2

3 2 Automatic conversion of floating charge

The floating charge created by clause 3 1 3 shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if·

3 2 1 the Borrower

3 2.1 1 creates, or attempts to create, over all or any part of the Charged

Property an Encumbrance without the prior written consent of the Lender or any trust in favour of another person, or

3 2 1 2 disposes or attempts to dispose of all or any part of the Charged Property (other than property subject only to the floating charge while it remains uncrystallised which property may be disposed of in the ordinary course of business), or

3 2 2 a receiver is appointed over all or any of the Charged Property that is subject to the floating charge, or

3.2 3 any person levies or attempts to levy any distress, attachment, execution or other process against all or any part of the Charged Property, or

3 2 4 the Lender receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Borrower

3 3 Conversion of floating charge by notice

The Lender may in its sole discretion at any time by written notice to the Mortgagor convert the floating charge created under this debenture into a fixed charge as regards any part of the Charged Property specified by the Lender in that notice

3 4 Assets acquired after any floating charge crystallisation

Any asset acquired by the Mortgagor after any crystallisation of the floating charge created under this debenture which but for such crystallisation would be subject to a floating charge under this debenture shall (unless the Lender otherwise confirms in writing to the contrary to the Borrower) be charged to the Lender by way of first fixed charge

3.5 Registration at the Land Registry

The Mortgagor consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to each Property

"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 [4 AUGUST] 2015 in favour of KSEYE Capital LLP and Focus Groups Asia PTE Limited referred to in the charges register or their conveyancer"

3 6 Further advances

The security hereby constituted is made to secure further advances The Lender covenants with the Mortgagor that the Lender shall perform its obligations to make an advance or advances under the Facility Agreements (including any obligation to make available further advances)

3 7 First registration

If the title to the Properties is not registered at the Land Registry, the Mortgagor shall ensure that no person (other than the Mortgagor) shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of the Properties, without the prior

written consent of the Lender

3 8 Cautions against first registration and notices

Whether or not title to the Properties is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is registered against the Borrower's title to the Properties, the Mortgagor shall as soon as reasonably practicable provide the Lender with full particulars of the circumstances relating to such caution or notice If such caution or notice was registered to protect a purported interest the creation of which is not permitted under this debenture, the Mortgagor shall immediately, and at his own expense, take such steps as the Lender may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled

4. LIABILITY OF BORROWER

4 1 Liability not discharged

The liability of the Mortgagor under this debenture in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by

4 1 1 any security, guarantee, indemnity, remedy or other right held by or available to the Lender that is or becomes wholly or partially illegal, void or unenforceable on any ground, or

4 1 2 the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from any other person, or

4 1 3 any other act or omission which but for this Clause 4 1 might have discharged or otherwise prejudiced or affected the liability of the Borrower

4 2 Immediate recourse

The Mortgagor waives any right it may have to require the Lender to enforce any security or other right or claim any payment from or otherwise proceed against any other person before enforcing this debenture against the Borrower

5. REPRESENTATIONS AND WARRANTIES

The Mortgagor represents and warrants to the Lender in the terms set out in Schedule 2 The representations and warranties set out in Schedule 2 are made by the Mortgagor on the date of this debenture shall be deemed to be made by the Mortgagor on each day of the Security Period with reference to the facts and circumstances then existing

6. COVENANTS

The Mortgagor covenants with the Lender during the continuance of the security constituted by this debenture in the terms set out in Schedule 3

7. POWERS OF THE LENDER

The Lender shall have the powers set out in Schedule 4

8. ENFORCEMENT

8 1 Enforcement events

The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this debenture) shall arise on the execution of this debenture The security constituted by this debenture shall be immediately enforceable if any of the events set out in paragraph 1 of Schedule 5 occurs The parties to this debenture agree that the provisions of Schedule 5 shall apply to this debenture and shall be binding between them

8.2 Receiver's powers

A Receiver shall have, in addition to the powers conferred on receivers by statute, the further powers set out in Schedule 6

8 3 Right of appropriation

To the extent that the Charged Property constitutes Financial Collateral and this debenture and the obligations of the Mortgagor hereunder constitute a Security Financial Collateral Arrangement, the Lender shall have the right, at any time after the security constituted by this debenture has become enforceable, to appropriate all or any of that Charged Property in or towards the payment and/or discharge of the Secured Liabilities in such order as the Lender in its absolute discretion may from time to time determine The value of any Charged Property appropriated in accordance with this clause shall be the price of that Charged Property at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Lender may select (including independent valuation) The Mortgagor agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations

9 COSTS AND INDEMNITY

9 1 Costs

The Mortgagor shall pay to or reimburse the Lender and any Receiver on demand, on a full indemnity basis, all Costs incurred by the Lender and/or any Receiver in connection with

9.1 1 this debenture or the Charged Property, or

9 1 2 protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's or the Receiver's rights under this debenture, or

9 1 3 suing for, or recovering, any of the Secured Liabilities,

(including, without limitation, the Costs of any proceedings in relation to this debenture or the Secured Liabilities) together with, in the case of clause 9 1 2 and clause 9 1 3, interest on the amount due which shall accrue and be payable from the date on which the relevant Cost has been incurred until full discharge of that Cost (whether before or after judgment) at the rate and in the manner applying from time to time under the most recent Facility Agreement or as otherwise agreed in writing between the Lender and the Borrower

9 2 Indemnity

The Lender and any Receiver and their respective employees and agents shall be indemnified on a full indemnity basis out of the Charged Property in respect of all actions, liabilities and Costs incurred or suffered in or as a result of

9.2 1 the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this debenture, or

9 2 2 any matter or thing done or omitted to be done in relation to the Charged Property under those powers, or

9 2.3 any default or delay by the Mortgagor in performing any of its obligations under this debenture

10. RELEASE

10 1 Release

Subject to clause 12 3, upon the expiry ofthe Security Period (but not otherwise) the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to release the Charged Property from the security constituted by this debenture

11. ASSIGNMENT AND TRANSFER

11 1 Assignment by Lender

The Lender may at any time, without the consent of the Borrower, assign or transfer the whole or any part of the Lender's rights and/or obligations under this debenture to any person

11 2 Assignment by Borrower

The Mortgagor may not assign any of its rights or transfer any of its obligations under this debenture or enter into any transaction, that would result in any of those rights or obligations passing to another person

12. FURTHER PROVISIONS

12 1 Independent security

This debenture shall be in addition to and independent of every other security or guarantee which the Lender may at any time hold for any of the Secured Liabilities and no prior security held by the Lender over the whole or any part of the Charged Property shall merge in the security created by this debenture

12 2 Continuing security

This debenture shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or other matter or thing whatsoever, unless and until the Lender discharges this debenture in writing

12 3 Discharge conditional

Any release, discharge or settlement between the Mortgagor and the Lender shall be deemed conditional upon no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise and, notwithstanding any such release, discharge or settlement

12 3.1 the Lender or its nominee shall be at liberty to retain this debenture and the security created by or pursuant to this debenture, including all certificates and documents relating to the whole or any part of the Charged Property, for such period as the Lender shall deem necessary to provide the Lender with security against any such avoidance, reduction or order for refund, and

12 3 2 the Lender shall be entitled to recover the value or amount of such security or payment from the Mortgagor subsequently as if such release, discharge or settlement had not occurred

12 4 Certificates

A certificate or determination by the Lender as to any amount from time to time due to it from the Mortgagor shall (in the absence of any manifest error) be conclusive evidence of the amount due

12 5 Rights cumulative

The rights and powers of the Lender conferred by this debenture are cumulative, may be exercised as often as the Lender considers appropriate, and are in addition to its rights and powers under the general law

12 6 Waivers

Any waiver or variation of any right by the Lender (whether arising under this debenture or under the general law) shall only be effective if it is in writing and signed by the Lender and applies only in the circumstances for which it was given and shall not prevent the Lender from subsequently relying on the relevant provision

12 7 Further exercise of rights

No act or course of conduct or negotiation by or on behalf of the Lender shall in any way preclude the Lender from exercising any right or power under this debenture or constitute a suspension or variation of any such right or power

12 8 Delay

No delay or failure to exercise any right or power under this debenture shall operate as a waiver

12 9 Single or partial exercise

No single or partial exercise of any right under this debenture shall prevent any other or further exercise of that or any other such right

12 10 Consolidation

The restriction on the right of consolidation contained in section 93 of the Law of Property Act 1925 shall not apply to this debenture

12 11 Partial invalidity

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this debenture under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties

12 12 Counterparts

This debenture may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document

12 13 Third party rights

A third party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this debenture

12 14 Perpetuity period

If the rule against perpetuities applies to any trust created by this debenture, the perpetuity period shall be 125 years (as specified by section 5(1) ofthe Perpetuities and Accumulations Act 2009)

13. NOTICES

13 1 Service

Any notice or other communication given under this debenture shall be in writing and shall be served by delivering it personally or by sending it by pre-paid first-class post, by fax or by e mail to the address, fax number or e mail address and for the attention of the relevant party as set out in Schedule 7 or such other address, fax number or e mail address as may be notified in writing from time to time by the relevant party to the other party

13 2 Receipt

Receipt of any notice, given under clause 13 1 above, shall be deemed to be

13 2.1 if delivered personally, at the time of delivery, or

13 2 2 in the case of pre-paid first-class letter, 48 hours from the date of posting, or

13 2 3 in the case of a fax or email when transmitted, but

if deemed receipt occurs

13 2 3 1 before 9 00am on a Business Day, the notice shall be deemed to have been received at 9 00am on that day, or

13 2 3 2 after 5 00pm on a Business Day or on a day that is not a Business Day, the notice shall be deemed to have been received at 9 00am on the next Business Day

13 3 Proof of service

In proving service of a notice, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party as set out in Schedule 7 (or as otherwise notified by that party under clause 13 1 above) and delivered either

13 3 1 to that address, or

13 3 2 into the custody of the postal authorities as a pre-paid recorded delivery first-class letter

14. GOVERNING LAW AND JURISDICTION

14 1 Governing law

This debenture and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

14 2 Jurisdiction

The parties to this debenture irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this debenture or its subject matter or formation (including non-contractual disputes or claims) Nothing in this clause shall limit the right of the Lender to take proceedings against the Mortgagor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction

14.3 Other service

The Mortgagor irrevocably consents to any process in any proceedings being served on it in accordance with the provisions of this debenture relating to service of notices Nothing contained in this debenture shall affect the right to serve process in any other manner permitted by law

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

SCHEDULE 1
PROPERTY

Part 1 - Registered property

The leasehold property known as ground floor shop at 185 Merton Road, London SW18 5EF as the same is demised by a lease dated 18 June 2015 and made between the Borrower (1) and the Mortgagor (2)

SCHEDULE 2 REPRESENTATIONS AND WARRANTIES

1 OWNERSHIP OF CHARGED PROPERTY

The Mortgagor is the legal and beneficial owner of the Charged Property free from any Encumbrance other than the Encumbrances created by this debenture

2 ADVERSE CLAIMS

The Mortgagor has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Property or any interest in it

3 ADVERSE COVENANTS

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever, which materially adversely affect the Charged Property

4 NO BREACH OF LAWS

There is no breach of any law or regulation, which materially adversely affects the Charged Property

5 NO INTERFERENCE IN ENJOYMENT

No facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use

6 NO OVERRIDING INTERESTS

Nothing has arisen or has been created or 1s subsisting, which would be an overriding interest in any Property

7 AVOIDANCE OF SECURITY

No Encumbrance expressed to be created by this debenture is liable to be avoided or otherwise set aside on the liquidation or administration of the Mortgagor or otherwise

8. ENVIRONMENTAL COMPLIANCE

The Mortgagor has at all times complied in all material respects with all applicable Environmental Law

SCHEDULE 3
COVENANTS

1 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Mortgagor shall not at any time, except with the prior written consent of the Lender

1 1 1 create, purport to create or permit to subsist any Encumbrance on, or in relation to, any Charged Property other than any Encumbrances created by this debenture, or

1 1 2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property, except for the disposal in the ordinary course of business of any of the Charged Property subject to the floating charge created under this debenture, or

1 1 3 create or grant (or purport to create or grant) any interest in any Charged Property in favour of a third party

2 TRADING AND PRESERVATION OF CHARGED PROPERTY

The Mortgagor shall

2 1 1 carry on its trade and business in accordance with the standards of good management from time to time current in such trade or business on those parts (if any) of the Properties as are, or may be, used for the purposes of trade or business, and

2 1 2 not do, or permit to be done, any act or thing, which will or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this debenture

3 STATUTORY COMPLIANCE

The Mortgagor shall comply with all statutes, byelaws and regulations relating to its trade or business and the whole or any part of the Charged Property

4 PROVISION OF INFORMATION

The Mortgagor shall

4 1 1 promptly provide to the Lender whatever information, documents or papers relating to the Charged Property as the Lender may from time to time request, and

4 1.2 inform the Lender promptly of any acquisition by the Mortgagor of, or contract made by the Mortgagor to acquire, any freehold, leasehold or other interest in property

5 INSURANCE

5 1 The Mortgagor shall

5 1.1 insure and keep insured all of its undertaking and assets with reputable and responsible insurers previously approved by the Lender in such manner and to such extent as is reasonable and customary for an enterprise engaged in the same or similar business and in the same or similar localities against such risks and contingencies as the Lender shall from time to time request,

5 1 2 procure that the interest of the Lender is noted on all its policies of insurance in such manner as the Lender may in its absolute discretion require, and

5 1 3 duly and punctually pay all premiums and any other monies necessary for maintaining its insurance in full force and effect

5 2 All monies payable at any time under any insurance policy relating to the whole or any part of the Charged Property (whether or not the security constituted by this debenture has become enforceable) shall

5 2 1 be paid immediately to the Lender,

5 2 2 if they are not paid directly to the Lender by the insurers be held, pending such payment, by the Mortgagor as trustee of the same for the benefit of the Lender, and

5 2 3 at the option of the Lender, be applied in making good or recouping expenditure in respect of the loss or damage for which such monies are received or in or towards discharge or reduction of the Secured Liabilities

6 REPAIR

The Mortgagor shall

6 1 1 at all times keep in good and substantial repair and condition all the Charged Property including, without limitation, all buildings, erections, structures and fixtures and fittings on and in the Properties,

6 1 2 keep all Equipment in good repair, working order and condition and fit for its purpose, and

6 1.3 where it is uneconomic to repair any part of the Charged Property, replace such part by another similar asset of equal or greater quality and value

7 PLANNING INFORMATION

The Mortgagor shall

7 1 1 give full particulars to the Lender of any notice, order, direction, designation, resolution or proposal given or made by any planning authority or other public body or authority (Planning Notice) that specifically applies to any Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Planning Notice, and

7 1 2 (if the Lender so requires) immediately, and at the cost of the Borrower, take all reasonable and necessary steps to comply with any Planning Notice, and make, or join with the Lender in making, such objections

8 PROPERTY INFORMATION

The Mortgagor shall inform the Lender promptly of any acquisition by the Mortgagor of, or contract made by the Mortgagor to acquire, any freehold, leasehold or other interest in any property

9 PROPRIETARY RIGHTS

The Mortgagor shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of any Property without the prior written consent of the Lender

10 NOTICE OF BREACH

The Mortgagor shall promptly upon becoming aware of the same give the Lender notice in writing of any breach of

10.1.1 any representation or warranty set out in Schedule 2, and

10 1 2 any covenant set out in this Schedule 3

11 TITLE DOCUMENTS

The Mortgagor shall on the execution of this debenture (or, if later, the date of acquisition of the relevant Charged Property) deposit with the Lender and the Lender shall during the continuance of this debenture be entitled to hold all deeds and documents of title relating to the Charged Property which are in the possession or control of the Mortgagor (and, if not within the possession and/or control of the Borrower, the Mortgagor undertakes to obtain possession of all such deeds and documents of title)

12 FURTHER ASSURANCE

The Borrower, at its own cost, shall prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as the Lender may reasonably require) in favour of the Lender as the Lender shall in its absolute discretion from time to time require over all or any part of the Charged Property and give all notices, orders and directions which the Lender may require in its absolute discretion for perfecting, protecting or facilitating the realisation of its security over the Charged Property

13 INSPECTION

The Mortgagor shall permit the Lender and any Receiver and any person appointed by either of them to enter upon and inspect any Property during normal business hours upon reasonable prior notice

14 BORROWER'S WAIVER OF SET-OFF

The Mortgagor waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by the Mortgagor under this debenture)

SCHEDULE 4
POWERS OF LENDER

1 POWER TO REMEDY

The Lender shall be entitled (but shall not be bound) to remedy a breach at any time by the Mortgagor of any of its obligations contained in this debenture and the Mortgagor irrevocably authorises the Lender and its agents to do all such things as are necessary or desirable for that purpose

2 EXERCISE OF RIGHTS

The rights of the Lender under paragraph 1 of this Schedule 4 are without prejudice to any other rights of the Lender under this debenture and the exercise of those rights shall not make the Lender liable to account as a mortgagee in possession

3 POWER TO DISPOSE OF CHATTELS

At any time after the security constituted by this debenture shall have become enforceable, the Lender or any Receiver

3 1 1 may dispose of any chattels or produce found on any Property as agent for the Borrower, and

3 1 2 without prejudice to any obligation to account for the proceeds of any sale of such chattels or produce, shall be indemnified by the Mortgagor against any liability arising from such disposal

4 PRIOR ENCUMBRANCES

At any time after the security constituted by this debenture shall have become enforceable or after any powers conferred by any Encumbrance having priority to this debenture shall have become exercisable, the Lender may

4 1 1 redeem such or any other prior Encumbrance or procure its transfer to itself, and

4 1 2 settle any account of the holder of any prior Encumbrance

Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Mortgagor and all monies paid by the Lender to an encumbrancer in settlement of such an account shall, be paid or reimbursed by the Mortgagor to the Lender on demand together with interest on the amount due which shall accrue and be payable from the date on which the relevant demand is made by the Lender until full discharge (whether before or after judgment) at the rate and in the manner applying from time to time under the most recent Facility Agreement or as otherwise agreed in writing between the Lender and the Borrower

5 CONVERSION OF CURRENCY

For the purpose of or pending the discharge of any of the Secured Liabilities the Lender may convert any monies received, recovered or realised by the Lender under this debenture (including the proceeds of any previous conversion under this

paragraph 5) from their existing currencies of denomination into such other currencies of denomination as the Lender may think fit and any such conversion shall be effected at a market rate selected by the Lender Each previous reference in this paragraph 5 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency

6 NEW ACCOUNTS

6 1 If the Lender receives notice of any subsequent Encumbrance or other interest affecting all or part of the Charged Property, the Lender may open a new account or accounts for the Mortgagor in the Lender's books and (without prejudice to the Lender's right to combine accounts) no money paid to the credit of the Mortgagor in any such new account will be appropriated towards or have the effect of discharging any part of the Secured Liabilities

6 2 If the Lender does not open a new account or accounts immediately on receipt of notice under paragraph 6.1 of this Schedule 4, then, unless the Lender gives express written notice to the contrary to the Borrower, as from the time of receipt of the relevant notice by the Lender all payments made by the Mortgagor to the Lender shall be treated as having been credited to a new account of the Mortgagor and not as having been applied in reduction of the Secured Liabilities

7 LENDER'S SET-OFF RIGHTS

If the Lender shall have more than one account for the Mortgagor in its books the Lender may at any time after·

7 1 1 the security constituted by this debenture has become enforceable, or

7 1 2 the Lender has received notice of any subsequent Encumbrance or other interest affecting all or any part of the Charged Property,

transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account which may be in debit but the Lender shall notify the Mortgagor of the transfer once made

8 INDULGENCE

The Lender may in its discretion grant time or other indulgence or make any other arrangement, variation or release with any person or persons not being a party to this debenture (whether or not such person or persons are jointly liable with the Borrower) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this debenture or to the liability of the Mortgagor for the Secured Liabilities

SCHEDULE 5
ENFORCEMENT

1 ENFORCEMENT EVENTS

This debenture shall be enforceable if·

1 1 1 any of the Secured Liabilities shall not be paid or discharged when the same ought to be paid or discharged by the Mortgagor (whether on demand or at scheduled maturity or by acceleration or otherwise, as the case may be), or

1 1 2 the Mortgagor shall be in breach of any of its obligations under this debenture or under any other agreement between the Mortgagor and the Lender and that breach (if capable of remedy) has not been remedied to the satisfaction of the Lender within 14 days of notice by the Lender to the Mortgagor to remedy the breach, or

1 1 3 the Borrower·

1 1 3 1 becomes unable to pay its debts as they fall due (and/or the value of the Borrower's assets is less than the amount of its liabilities, taking into account the Borrower's contingent and prospective liabilities), or

1 1 3 2 commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness, or

1.1 3 3 makes a general assignment for the benefit of, or a composition with, its creditors, or

1 1 4 the Mortgagor passes any resolution or takes any corporate action or a petition is presented or proceedings are commenced or any action is taken by any person for its winding-up, dissolution, administration or re- organisation or for the appointment of a receiver, administrative receiver, administrator, trustee or similar officer of it or of any or all of its revenues and assets, or

1 1 5 a distress, execution, attachment or other legal process is levied or enforced upon or sued against all or any part of the assets of the Mortgagor and remains undischarged for seven days, or

1 1 6 any event occurs in relation to the Mortgagor that is analogous to those set out in paragraph 1 1 3, paragraph 1 1 4 or paragraph 1 1 5 of this Schedule 5, or

1 1 7 any representation, warranty or statement made or deemed to be made by the Mortgagor under this debenture is or proves to have been incorrect or misleading in any material respect when made or deemed to be made, or

1 1 8 an Event of Default occurs,

and in any such event (whether or not the event is continuing), without prejudice to any other rights of the Lender, the powers of sale under the Law of Property Act 1925 shall immediately be exercisable and the Lender may in its absolute discretion enforce all or any part of the security created by this debenture as it sees fit

2 STATUTORY POWER OF SALE

The powers of sale conferred upon mortgagees under the Law of Property Act 1925 shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this debenture, but the Lender shall not exercise such power of sale until the security constituted by this debenture has become enforceable under paragraph 1 of this Schedule 5

3 EXTENSION OF STATUTORY POWERS

The statutory powers of sale, leasing and accepting surrenders conferred upon mortgagees under the Law of Property Act 1925 and/or by any other statute shall be exercisable by the Lender under this debenture and are extended so as to authorise the Lender whether in its own name or in that of the Mortgagor to make any lease or agreement for lease, vary any lease, accept surrenders of lease or grant any option of the whole or any part or parts of the freehold and leasehold property of the Mortgagor with whatever rights relating to other parts of it and containing whatever covenants on the part of the Mortgagor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Lender thinks fit

4 PROTECTION OF THIRD PARTIES

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

4 1 1 to enquire whether any of the Secured Liabilities have become due or payable or remain unpaid or undischarged, or whether the power the Lender or a Receiver is purporting to exercise has become exercisable, or

4 1 2 to see to the application of any money paid to the Lender or any Receiver

5 NO LIABILITY AS MORTGAGEE IN POSSESSION

Neither the Lender nor any Receiver nor any Administrator shall be liable to account as mortgagee in possession in respect of all or any of the Charged Property nor shall any of them be liable for any loss upon realisation of, or for any neglect or default of any nature whatsoever in connection with, all or any of the Charged Property for which a mortgagee in possession might as such be liable

6 APPOINTMENT OF RECEIVER

6 1 At any time after the security constituted by this debenture has become enforceable, or at the request of the Borrower, the Lender may without further notice

6 1.1 appoint by way of deed, or otherwise in writing, any one or more person or persons to be a receiver or a receiver and manager of all or any part of the Charged Property, and

6 1 2 (subject to section 45 of the Insolvency Act 1986) from time to time by way of deed, or otherwise in writing, remove any person appointed to be Receiver and may in like manner appoint another in his place

Where more than one person is appointed Receiver, they will have power to act separately (unless the appointment by the Lender specifies to the contrary)

6 2 The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the Law of Property Act 1925 and the remuneration of the Receiver shall be a debt secured by this debenture which shall be due and payable immediately upon its being paid by the Lender

7 POWERS ADDITIONAL

7 1 The powers of sale and appointing a Receiver conferred by this debenture shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the Law of Property Act 1925 or otherwise and shall be exercisable without the restrictions contained in sections 103 and 109 of the Law of Property Act 1925 or otherwise

7 2 The power to appoint a Receiver (whether conferred by this debenture or by statute) shall be and remain exercisable by the Lender notwithstanding any prior appointment in respect of all or any part ofthe Charged Property

8 AGENT OF THE BORROWER

Any Receiver appointed by the Lender under this debenture shall be the agent of the Mortgagor and the Mortgagor shall be solely responsible for his acts and remuneration as well as for any defaults committed by him

9 POWERS OF RECEIVER

Any Receiver appointed by the Lender under this debenture shall in addition to the powers conferred on him by the Law of Property Act 1925 and the Insolvency Act 1986 have power to do all such acts and things as an absolute owner could do in the management of such of the Charged Property over which the Receiver is appointed and in particular the powers set out in Schedule 6

10 ORDER OF APPLICATION OF PROCEEDS

All monies received by the Lender or a Receiver in the exercise of any enforcement powers conferred by this debenture shall be applied

10 1 1 first in paying all unpaid fees, costs and other liability incurred by or on behalf of the Lender (and any Receiver, attorney or agent appointed by it),

10 1 2 second in paying the remuneration of any Receiver (as agreed between him and the Lender),

10 1 3 third in or towards discharge of the Secured Liabilities in such order and manner as the Lender shall determine, and

10 1 4 finally in paying any surplus to the Mortgagor or any other person entitled to it

11 SECTION 109(8) LAW OF PROPERTY ACT 1925

Neither the Lender nor any Receiver shall be bound (whether by virtue of section 109(8) ofthe Law of Property Act 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order as between any of the Secured Liabilities

12 SUSPENSE ACCOUNT

All monies received by the Lender or a Receiver under this debenture may, at the discretion of the Lender or Receiver, be credited to any suspense or securities realised account and shall bear interest at such rate, if any, as may be agreed in writing between the Lender and the Mortgagor and may be held in such account for so long as the Lender or Receiver thinks fit

13 POWER OF ATTORNEY

By way of security the Mortgagor irrevocably appoints the Lender and every Receiver separately to be the attorney of the Mortgagor and in its name and on its behalf and as its act and deed to execute any documents, and do any acts and things which

13 1 1 the Mortgagor is required to execute and do under this debenture, and/or

13 1 2 any attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by this debenture or by law on the Lender or any Receiver

14 RATIFICATION OF ACTS OF ATTORNEY

The Mortgagor ratifies and confirms and agrees to ratify and confirm anything which any of its attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in paragraph 13 of this Schedule 5

15 APPOINTMENT OF AN ADMINISTRATOR

15 1 The Lender may without notice to the Mortgagor appoint any one or more persons to be an administrator of the Mortgagor pursuant to paragraph 14 Schedule B 1 of the Insolvency Act 1986 if this debenture becomes enforceable

15 2 Any appointment under this paragraph 15 shall

15 2.1 be in writing signed by a duly authorised signatory of the Lender, and

15 2 2 take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986, when the requirements of paragraph 18 of that Schedule B 1 are satisfied

15 3 The Lender may (subject to any necessary approval from the court) end the appointment of an Administrator by notice in writing in accordance with this paragraph 15 and appoint under that paragraph a replacement for any Administrator whose appointment ends for any reason

SCHEDULE 6
FURTHER POWERS OF RECEIVER

TO REPAIR AND DEVELOP PROPERTIES

A Receiver may undertake or complete any works of reprur, building or development on the Properties

2 TO SURRENDER AND VARY LEASES

A Receiver may grant or accept surrenders of any leases or tenancies affecting the Properties or vary the terms of any leases or tenancies affecting the Properties upon such terms and subject to such conditions as he thinks fit

3 TO EMPLOY PERSONNEL AND ADVISORS

A Receiver may provide services and employ, or engage, such managers contractors and other personnel and professional advisors on such terms as he deems expedient

4 TO MAKE VAT ELECTIONS

A Receiver may make such elections for value added tax purposes as he thinks fit

5 TO CHARGE REMUNERATION

A Receiver may charge and receive such sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) as the Lender may prescribe or agree with him

6 TO REALISE CHARGED PROPERTY

A Receiver may collect and get in the Charged Property in respect of which he is appointed or any part thereof and for that purpose make such demands and take any proceedings as may seem expedient and to take possession of the Charged Property with like rights

7 TO MANAGE OR RECONSTRUCT THE BORROWER'S BUSINESS

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Borrower

8 TO DISPOSE OF CHARGED PROPERTY

A Receiver may grant options and licences over all or any part of the Charged Property, sell or concur in selling, assign or concur in assigning, lease or concur in leasing and accept or concur in accepting surrenders of leases of, all or any of the property of the Mortgagor in respect of which he is appointed in such manner and generally on such terms and conditions as he thinks fit (fixtures and plant and machinery may be severed and sold separately from the premises in which they are contained without the consent of the Borrower) and to carry any such sale, assignment, leasing or surrender into effect Any such sale may be for such

consideration as he shall think fit and he may promote or concur in promoting a company to purchase the property to be sold

9 TO MAKE SETTLEMENTS

A Receiver may make any arrangement, settlement or compromise between the Mortgagor and any other person which he may think expedient

10 TO IMPROVE EQUIPMENT

A Receiver may make substitutions of, or improvements to, the Equipment as he may think expedient.

11 TO MAKE CALLS ON MORTGAGOR MEMBERS

A Receiver may make calls conditionally or unconditionally on the members of the Mortgagor in respect of the uncalled capital with such and the same powers for that purpose and for the purpose of enforcing payments of any calls so made as are conferred by the articles of association of the Mortgagor on its directors in respect of calls authorised to be made by them

12 TO APPOINT STAFF AND AGENTS

A Receiver may appoint managers, officers, servants, workmen and agents for the aforesaid purposes at such salaries and for such periods and on such terms as he may determine

13 TO INSURE

A Receiver may, if he thinks fit, but without prejudice to the indemnity contained in clause 9, effect with any insurer any policy or policies of insurance either in lieu or satisfaction of, or in addition to, such insurance

14 LAW OF PROPERTY ACT 1925

A Receiver may exercise all powers provided for in the Law of Property Act 1925 in the same way as if he had been duly appointed under that act and exercise all powers provided for an administrative receiver in Schedule 1 of the Insolvency Act 1986

15 TOBORROW

A Receiver may for any of the purposes authorised by this Schedule 6 raise money by borrowing from the Lender or from any other person on the security of all or any of the Charged Property in respect of which he is appointed upon such terms (including if the Lender shall consent to terms under which such security ranks in priority to this debenture) as he shall think fit

16 TO REDEEM PRIOR ENCUMBRANCES

A Receiver may redeem any prior Encumbrance and settle and pass the accounts to which the Encumbrance relates and any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Mortgagor and the monies so paid will be deemed to be an expense properly incurred by him

17 INCIDENTAL POWERS

A Receiver may do all such other acts and things

17 1 1 as he may consider desirable or necessary for realising any of the Charged Property,

17 1 2 as he may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law, or

17 1 3 which he lawfully may or can do as agent for the Borrower

18 SCOPE OF POWERS

Any exercise of any of these powers may be on behalf of the Borrower, the directors of the Mortgagor (in the case of the power contained in paragraph 11 of this Schedule 6) or himself

SCHEDULE 7 NOTICE DETAILS

The Borrower

Fax number

Email

The Lender

c/o ELS Legal LLP, 10-12 Ely Place, London EC1N 6RY marked for the attention of Roger Coral

Fax number 02072695121 marked for the attention of Roger Coral

Email roger@els-law co uk marked for the attention of Roger Coral

Signed as a deed by
Merton Road Properties Limited,
Acting by one director
in the presence of

Director

SIGNATURE OF SOLICITOR WITNESS TO ABOVE SIGNATURE

Solicitor Witness Name ALVYN ICEE

Solicitor Witness Address

Bloomsbury Law, Solicitors
17 Manchester Street
London W1U 4DJ
DX 138878 MAYFAIR
Tel: 020 7998 7777

Witness Occupation Solicitor