



Registration of a Charge

Company name: **OLD PARK RIDINGS LIMITED**

Company number: **11154355**



X7WUHC0W

Received for Electronic Filing: **10/01/2019**

Details of Charge

Date of creation: **20/12/2018**

Charge code: **1115 4355 0007**

Persons entitled: **NARESH KUMAR LOHANO**

Brief description: **ALL ASSETS OF THE COMPANY INCLUDING THE LAND AT 124 OLD PARK RIDINGS, LONDON N21**

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Authentication of Form

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

Authentication of Instrument

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

Certified by: **DANYAAL HASAN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11154355

Charge code: 1115 4355 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th December 2018 and created by OLD PARK RIDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th January 2019 .

Given at Companies House, Cardiff on 14th January 2019

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



Companies House



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

DATED 20/12/2018

(1) Old Park Ridings Limited

(2) Naresh Kumar Lohano

DEBENTURE

THIS DEED OF DEBENTURE is dated 20/12/2018

PARTIES

- (1) **Old Park Ridings Limited** a company incorporated in England and Wales with company number 11154355 and whose registered office is at 66 Bourne Hill, London, N13 4LY (the "Borrower"); and
- (2) **Naresh Kumar Lohano** of Shiva Computer LLC, Al Rifa Plaza, Office No 403, Khaleed Bin Walid Road, Bur Dubai, UAE (the "Lender").

AGREED TERMS

1 Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this Debenture.

Administrator	an administrator appointed to manage the affairs, business and property of the Borrower under paragraph 14 of Schedule 3.
Book Debts	all present and future book and other debts and monetary claims due or owing to the Borrower and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the borrower in relation to any of them.
Business Day	a day (other than a Saturday or Sunday) on which banks are open for general business in London.
Charged Property	all the assets, property and undertaking for the time being subject to the security interests created by this Debenture. 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 that has a similar effect.
Equipment	all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations, apparatus and other tangible moveable property for the time being owned by the Borrower, including any part of it and all spare parts, replacements, modifications and additions.
Finance Documents	This Debenture; the Loan Agreement dated 30/11/2018

Insurance Policies	the insurance policies referred to in clause 3.1.2.
Intellectual Property	the Borrower's present or future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights.
Investments	all present and future stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Borrower, including all rights accruing or incidental to those investments from time to time.
Loan	Up to £1,500,000 (or thereabouts)
Properties	all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or at any time after the date of this Debenture (and from time to time) owned by the Borrower, or in which the Borrower holds an interest.
Receiver	a receiver and/or manager of any or all of the Charged Property appointed under paragraph 6 of Schedule 3.
Secured Liabilities	all present and future moneys, obligations and liabilities owed by the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity under or in connection with the Loan and the Finance Documents. References to the Secured Liabilities include references to any of them.
Indicated Date	Shall be 18 months from the signing of this Debenture or on completion of the development of 124 Old Park Ridings, whichever is the sooner.
Interest	Interest shall be charged by the Lender as detailed within clause 2 of this debenture; Clause 6 of the Loan Agreement, over the period of the loan
Security Period	the period starting on the date of this Debenture and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

1.2 In this Debenture:

- 1.2.1 A reference to the Borrower or to the Lender shall include its successors in title, permitted assigns and permitted transferees.
- 1.2.2 A reference to assets includes present and future properties, undertakings, revenues, rights and benefits of every description.
- 1.2.3 A reference to this Debenture (or any specific provision of it) or any other document shall be construed as a reference to this Debenture, that provision or that document as in force for the time being and as amended, varied or supplemented from time to time in accordance with its terms or with the agreement of the relevant parties.
- 1.2.4 A reference to indebtedness includes any obligation for the payment or repayment of money, whether as principal or as surety and whether present or future, actual or contingent.
- 1.2.5 A reference to a person includes a reference to an individual, firm, corporation, unincorporated body of persons or any State or any agency of a person.
- 1.2.6 A reference to a 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 any former statute or statutory provision which it consolidated or re-enacted before the date of this Debenture.
- 1.2.7 A reference to one gender shall include a reference to the other genders.
- 1.2.8 Words in the singular shall include the plural and in the plural shall include the singular.
- 1.2.9 References to clauses and Schedules are to the clauses of and Schedules to this Debenture and references to paragraphs are to paragraphs of the relevant Schedule unless the context requires otherwise.
- 1.2.10 Clause, schedule and paragraph headings shall not affect the interpretation of this Debenture.
- 1.3 If the Lender considers that an amount paid by the Borrower in respect of the Secured Liabilities is capable of being avoided, or otherwise set aside, on the liquidation or administration of the Borrower or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Debenture.
- 1.4 A reference in this Debenture to a charge or mortgage of any freehold, leasehold or commonhold property includes:
 - 1.4.1 all buildings and fixtures (including trade and tenant's fixtures) which are, at any time, situated on that property;
 - 1.4.2 the proceeds of sale of any part of that property; and



- 1.4.3 the benefit of any covenants for title given or entered into by any predecessor in title of the Borrower in respect of that property, or any monies paid or payable in respect of those covenants.
- 1.5 For the purposes of section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Loan Agreement are incorporated in this Debenture.
- 1.6 A third party (being any person other than the Borrower and the Lender and their permitted successors and assigns) 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.
- 1.7 The perpetuity period applicable to all trusts declared by this Debenture shall be 80 years.
- 1.8 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**
- 2.1 The Borrower shall, on demand, pay to the Lender the full loan amount plus the agreed interest as detailed within the Loan Agreement dated 30/11/2018.
- 3 **Grant of security**
- 3.1 As a continuing security for the payment or discharge of the Secured Liabilities, the Borrower, with full title guarantee:
- 3.1.1 charges to the Lender, by way of fixed charge:
- (a) all Properties (if any) now vested in the Borrower and registered at H.M. Land Registry;
 - (b) all Properties acquired by the Borrower after the date of this Debenture;
 - (c) all present and future interests of the Borrower that are not effectively mortgaged or charged under the preceding provisions of this clause 3 in or over freehold or leasehold property;
 - (d) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties;
 - (e) all present and future goodwill and all uncalled capital for the time being of the Borrower;
 - (f) all the Equipment;
 - (g) all Intellectual Property;
 - (h) all the Book Debts;

- (i) all the Investments; and
 - (j) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person; and
 - (k) all insurance and assurance contracts and policies now or in the future held by or otherwise benefitting you (including, without limitation, any insurances relating to the Properties or the Equipment).
- 3.1.2 assigns to the Lender, by way of first fixed mortgage, all its rights in any present or future policies of insurance or assurance (including, without limitation, any insurances relating to the Properties or the Equipment);
- 3.1.3 charges to the Lender, by way of floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned under clause 3.1.1 to clause 3.1.1(k) inclusive.
- 3.2 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
 - (a) creates, or attempts to create, an Encumbrance without the prior written consent of the Lender, or any trust in favour of another person over all or any part of the Charged Property; or
 - (b) disposes or attempts to dispose of all or any part of the Charged Property other than property that is subject only to the floating charge (while the floating charge remains uncrystallised) 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,
 - 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 The Lender may, in its sole discretion, at any time by written notice to the Borrower, 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 Any asset acquired by the Borrower after any crystallisation of the floating charge created under this Debenture which, but for such crystallisation, would be subject to a floating charge shall (unless the Lender confirms in writing to the contrary) be charged to the Lender by way of first fixed charge.

4 **Liability of the Borrower**

4.1 The liability of the Borrower 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 being or becoming wholly or partially illegal, void or unenforceable on any ground;

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 provision might have discharged or otherwise prejudiced or affected the liability of the Borrower.

4.2 The Borrower waives any right it may have of requiring 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 Borrower as continuous obligations warrants and represents that:

5.1 it has the right and power to execute, deliver and perform its obligations under this Debenture;

5.2 all necessary corporate, shareholder or other action has been taken by it to authorise the execution, delivery and performance of this Debenture;

5.3 no limitation on its powers or the powers of its directors shall be exceeded as a result of entering into this Debenture or creation of the security pursuant to this Debenture; and

5.4 the obligations on the Borrower created by this Debenture are legally binding, enforceable obligations of it and do not breach any law or the memorandum and articles of association of the Borrower.

6 **Covenants**

The Borrower covenants with the Lender in the terms set out in Schedule 1

7 **Powers of the Lender**

The Lender shall have the powers set out in Schedule 2.

8 Enforcement

- 8.1 The security constituted by this Debenture shall be immediately enforceable in any of the circumstances set out in paragraph 1 of Schedule 3. The parties to this Debenture agree that the provisions of Schedule 3 shall apply to this Debenture and shall be binding between them.
- 8.2 A Receiver shall have, in addition to the powers conferred on receivers by statute, the further powers set out in Schedule 4.

9 Costs and indemnity

- 9.1 The Borrower shall pay or reimburse to the Lender and any Receiver on demand, on a full indemnity basis, all Costs incurred by the Lender and any Receiver in relation to:
- 9.1.1 this Debenture or the Charged Property; or
 - 9.1.2 in protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's rights under this Debenture; or
 - 9.1.3 in suing for or recovering any of the Secured Liabilities,
 - 9.1.4 (including, without limitation, the costs of any proceedings in relation to this Debenture or the Secured Liabilities), together with interest on any amount due under clause 9.1.2 and clause 9.1.3 at the default rate of interest provided for under the Investor Loan Agreement.
- 9.2 The Lender, 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.

10 Release

Subject to clause 12.3, on the expiry of the 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 The Lender may at any time, with the consent of the Borrower, assign or transfer the whole or any part of its rights under this Debenture to any person.

- 11.2 The Borrower may assign any of its rights or transfer any of its obligations under this Debenture, or enter into any transaction which would result in any of these rights or obligations passing to another person, with notice and consent.

12 Further Provisions

- 12.1 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. No prior security held by the Lender over the whole or any part of the Charged Property shall, by virtue of the entry into this Debenture, merge in the security created by this Debenture.
- 12.2 This Debenture shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account or intermediate payment or other matter or thing, unless and until the Lender discharges this Debenture in writing.
- 12.3 Any release, discharge or settlement between the Borrower and the Lender shall be deemed conditional on no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded under any enactment relating to insolvency, bankruptcy, winding-up, administration or receivership and, despite any such release, discharge or settlement:
- 12.3.1 the Lender (or its nominee) may retain this Debenture and the security created by or under it, including all certificates and documents relating to the Charged Property or any part of it, for such period as the Lender (acting reasonably) deems necessary to provide the Lender with security if it appears reasonably likely that such avoidance, reduction or order for refund may occur; and
- 12.3.2 the Lender shall be entitled to recover the value or amount of such security or payment from the Borrower subsequently as if such settlement, discharge or release had not occurred. The Borrower agrees with the Lender accordingly and charges the Charged Property and the proceeds of its sale with any liability under this clause.
- 12.4 A certificate or determination by the Lender as to any amount for the time being due to it from the Borrower shall (in the absence of any manifest error) be conclusive evidence of the amount due.
- 12.5 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 Any waiver or variation of any right by the Lender (whether arising under this Debenture or under the general law) is only 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 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 No delay or failure to exercise any right or power under this Debenture shall operate as a waiver.
- 12.9 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 The restriction on the right of consolidating mortgages contained in section 93 of the Law of Property Act 1925 shall not apply to this Debenture.
- 12.11 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.
- 12.12 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.

13 Notices

- 13.1 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 letter post or by facsimile transmission to the address and for the attention of the relevant party on the first page of this Debenture or such other address or fax number as may be notified in writing from time to time by the relevant party to the other party.
- 13.2 Receipt of any notice given under clause 13.1, shall be deemed to be received:
- 13.2.1 if delivered personally, at the time of delivery; or
- 13.2.2 in the case of pre-paid first class post, 48 hours from the time of posting; or
- 13.2.3 in the case of facsimile, at the time of transmission.
- 13.3 If deemed receipt under clause 13.2 occurs:
- 13.3.1 before 9:00 am on a Business Day, the notice shall be deemed to have been received at 9:00 am on that day, or
- 13.3.2 after 5:00 pm on a Business Day or on a day that is not a Business Day, the notice shall be deemed to have been received at 9:00 am on the next Business Day.
- 13.4 Notice given under this Debenture shall not be validly served if sent by e-mail.

14 Governing Law

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

15 **Jurisdiction**

Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising out of or in connection with this Debenture.

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

A handwritten signature in black ink, appearing to be 'M. J. Smith' or similar, located in the bottom right corner of the page.

SCHEDULE 1

Covenants

1 Negative pledge and disposal restrictions

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

- 1.1 create, purport to create or permit to subsist any Encumbrance on or in relation to the Charged Property other than this Debenture; or
- 1.2 sell, assign, transfer, part with possession of or dispose of in any manner (or purport to do so) all or any part of, or any interest in, any receivables or assets of the Group except disposals in the ordinary course of business of assets which are only subject to the floating charge under clause 3.1.2 at a time when the floating charge has not crystallised; or
- 1.3 create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.

2 Preservation of charged property

The Borrower shall not do, or permit to be done, any act or thing which would or may materially diminish the value of any of the Charged Property or the effectiveness of the security created by this Debenture save a mortgage to finance the purchase of the property.

3 Notice of breaches

The Borrower shall promptly give notice in writing the Lender on becoming aware of any breach of any covenant set out in Schedule 1.

4 Further assurance

As and when required by the Lender, the Borrower, at its own cost, shall execute such further legal or other mortgages, charges or transfers in favour of the Lender as the Lender requires from time to time over all, or any part of, the Charged Property, to secure the payment of the Secured Liabilities. Such further mortgages, charges or transfers shall be prepared at the cost of the Borrower and contain a power of sale and such other clauses for the benefit of the Lender as the Lender may reasonably require.

5 Borrower set-off

The Borrower waives any right of set-off it may have, now or at any time in the future, in respect of the Secured Liabilities (including sums payable by the Borrower under this Debenture).

5 Insurance Policies proceeds

All sum payable under any of the Insurance Policies at any time (whether or not the security constituted by this Debenture has become enforceable) shall, if required by the Lender:

- 6.1 if they are not paid directly to the Lender by the insurers, be held by the Borrower as trustee of the same for the benefit of the Lender (and the Borrower shall account to the Lender for them); and
- 6.2 be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or in or towards discharge or reduction of the Secured Liabilities (but subject to paragraph 10 of Schedule 3).

7 Dividends and voting rights post enforcement

After the security constituted by this Debenture has become enforceable:

- 7.1 all dividends and other distributions paid in respect of the Investments and received by the Borrower shall be held on trust for the Lender, or, if received by the Lender, shall be retained by the Lender; and
- 7.2 all voting and other rights and powers attaching to the Investments shall be exercised by, or at the direction of the Lender and the Borrower shall, and shall procure that its nominees shall, comply with any directions from the Lender may, in its absolute discretion, give concerning the exercise of those rights and powers.

8 Notice of charge

The Borrower shall, if so requested by the Lender, place and maintain on each item of Equipment, in a conspicuous place, a clearly legible identification plate containing the following wording:

'NOTICE OF CHARGE

This [DESCRIPTION OF ITEM] and ancillary equipment is subject to a fixed charge dated [DATE] in favour of [FULL NAME OF THE LENDER].

SCHEDULE 2

Powers of the Lender

1 Power to remedy

- 1.1 The Lender shall be entitled (but shall not be bound) at any time to remedy a breach by the Borrower. The Borrower irrevocably authorises the Lender and its agents to do all such things necessary or desirable for that purpose.
- 1.2 All monies paid by the Lender in exercise of this right shall, from the time of payment, be due from the Borrower to the Lender on current account and shall bear interest and be secured as part of the Secured Liabilities
- 1.3 The rights of the Lender under this paragraph 1 of Schedule 2 are without prejudice to any other rights of the Lender under this Debenture and the exercise of these rights shall not make the Lender liable to account as a mortgagee in possession.

2 Power to dispose of chattels

At any time after the security constituted by this Debenture has become enforceable, the Lender or any Receiver:

- 2.1 may dispose of any chattels or produce found on any Property as agent for the Borrower; and
- 2.2 without prejudice to any obligation to account for the proceeds of any sale of such chattels or produce, shall be indemnified by the Borrower against any liability arising from such disposal.

3 Prior Encumbrances

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

- 3.1 redeem such or any other prior Encumbrance, procure its transfer to itself; or
- 3.2 settle any account of that encumbrancer.

The settlement of any such account shall be conclusive and binding on the Borrower. All monies paid by the Lender to the encumbrancer in accordance with such accounts shall, as from such payment, be due from the Borrower to the Lender and shall bear interest, and be secured, as part of the Secured Liabilities.

4 Currencies of denomination

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 clause) from their existing currencies of denomination into such other currencies of denomination as the Lender may think fit. Any such conversion shall be effected at the Bank of Scotland's then prevailing spot-selling rate of exchange for such other currency against the existing currency. Each previous reference in this clause to a currency extends to funds of that currency. Funds of one currency may be converted into different funds of the same currency.

5 Indulgence

The Lender may, at its discretion, grant time or other indulgence or make any other arrangement, variation or release with any person or persons not 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 without prejudice either to this Debenture, or to the liability of the Borrower for the Secured Liabilities.

SCHEDULE 3

Enforcement

1 Enforcement events

This Debenture shall be enforceable if:

- 1.1 any of the Secured Liabilities are not paid or discharged when they ought to be paid or discharged by the Borrower (whether on demand, at scheduled maturity, by acceleration or otherwise, as the case may be); or
- 1.2 the Borrower is in breach of any of the obligations binding on the Borrower under this Debenture or under any other agreement between the Borrower and the Lender, and such breach (if capable of remedy) has not been remedied to the satisfaction of the Lender within three (3) days after notice calling on the Borrower to do so has been given by the Lender; or
- 1.3 the Borrower:
 - 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);
 - 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
 - 1.3.3 makes a general assignment for the benefit of or a composition with its creditors; or
- 1.4 the Borrower 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
- 1.5 a distress, execution, attachment or other legal process is levied or enforced on, or sued out against, all or any part of the assets of the Borrower and remains undischarged for seven days; or
- 1.6 any representation or statement made or deemed to be made by the Borrower under this Debenture is or proves to have been incorrect or misleading in any material respect when made or deemed to be made; or
- 1.7 an Event of Default (as defined in the Investor Loan Agreement) occurs,

and at any time after (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 statutory powers of sale conferred by the Law of Property Act 1925 shall, as between the Lender and a purchaser, arise on, and be exercisable at any time after, the execution of this Debenture. However, the Lender shall not exercise such power of sale until the security constituted by this Debenture has become enforceable under paragraph 1 of Schedule 3.

3 Extension of statutory powers

The statutory powers of sale, leasing and accepting surrenders conferred on 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 Borrower, to make any lease or agreement to 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 Borrower with any rights relating to other parts of it, and containing any covenants on the part of the Borrower, 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 to enquire whether 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
- 4.2 about the necessity or expediency of the stipulations and conditions subject to which any sale of any Charged Property is made or otherwise as to the propriety or regularity of any sale of any of the Charged Property; or
- 4.3 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, any Receiver nor any Administrator shall be liable to account as mortgagee in possession in respect of all or any of the Charged Property. None of them shall be liable for any loss on realisation of, or for any neglect or default of any nature 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 becomes enforceable, or at the request of the Borrower, the Lender may, without further notice:

- 6.1.1 appoint, under seal or by writing under hand of a duly authorised officer of the Lender, any one or more persons to be a receiver, a receiver and manager or an administrative 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, under seal or by writing under hand of a duly authorised officer of the Lender, remove any person appointed to be Receiver and may, in similar manner, appoint another in his place.
- 6.2 Where more than one person is appointed Receiver, they shall have power to act separately (unless the appointment by the Lender specifies to the contrary).
- 7 **Powers additional**
- 7.1 The power 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 and 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 despite any prior appointment in respect of all or any part of the Charged Property.
- 8 **Agent of the Borrower**
- Any Receiver appointed by the Lender under this Debenture shall be the agent of the Borrower. The Borrower 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 4.
- 10 **Order of application of proceeds**
- All monies received by the Lender or any Receiver (other than insurance monies) shall be applied:
- 10.1 first, in paying all costs, charges and expenses of, and incidental to, the appointment of any Receiver and the exercise of his powers, and all outgoings paid by him;

- 10.2 second, in paying remuneration of any Receiver (as agreed between him and the Lender);
- 10.3 third, in or towards discharge of the Secured Liabilities in such order and manner as the Lender determines; and
- 10.4 finally, in paying any surplus to the Borrower or any other person entitled to it.

11 Section 109(8) of the Law of Property Act 1925

Neither the Lender nor any Receiver shall be bound (whether by virtue of section 109(8) of the Law of Property Act 1925, which is hereby 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 Power of attorney

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

- 12.1 the Borrower is required to execute and do under this Debenture; and
- 12.2 any attorney may consider proper or expedient in exercising of any of the powers, authorities and discretions conferred by this Debenture or by law on the Lender or any Receiver.

13 Ratification of Attorney's acts

By this Debenture the Borrower 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 the powers, authorities or discretions referred to in paragraph 12 of this Schedule 3.

14 Appointment of an administrator

- 14.1 The Lender may without notice to the Borrower appoint any one or more persons to be an administrator of the Borrower pursuant to Paragraph 14 Schedule B1 of the Insolvency Act 1986 if this Debenture becomes enforceable.
- 14.2 Any appointment under this paragraph 14 of Schedule 3 shall:
 - 14.2.1 be in writing signed by a duly authorised signatory of the Lender, and
 - 14.2.2 take effect, in accordance with Paragraph 19 of Schedule B1 of the Insolvency Act 1986, when the requirements of Paragraph 18 of that Schedule B1 are satisfied.
- 14.3 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 14 of Schedule 3 and

appoint under that paragraph a replacement for any Administrator whose appointment ends for any reason.



SCHEDULE 4

Further powers of a receiver

1 Power to repair and develop Properties

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

2 Power to surrender leases

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

3 Power to employ personnel and advisers

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

4 Power to make VAT elections

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

5 Power 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 Power to realise Charged Property

A Receiver may collect and get in the Charged Property, or any part of it, in respect of which he is appointed. For that purpose, he shall have the power to make such demands, and take any proceedings that may seem expedient and to take possession of the Charged Property with the same rights that the Lender would have.

7 Power 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 Power 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 Borrower 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 Power to sell Book Debts

A Receiver may sell and assign all or any of the Book Debts in respect of which he is appointed in such manner, and generally on such terms and conditions, as he thinks fit.

10 Power to make settlements

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

11 Power to improve Equipment

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

12 Power to make calls on Borrower members

A Receiver may make calls, conditionally or unconditionally, on the members of the Borrower 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 Borrower on its directors in respect of calls authorised to be made by them.

13 Power to employ staff and agents

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

14 Power to insure

A Receiver may if he thinks fit, but without prejudice to the indemnity contained in clause 9.2, effect with any insurer any policy or policies of insurance, either in lieu or satisfaction of, or in addition to, such indemnity.

15 Powers under 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 to exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.

16 Power to borrow

A Receiver may, for any of the purposes authorised by this clause, 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, on such terms (including, if the Lender consents, terms under which such security ranks in priority to this Debenture) as he thinks fit.

17 Power to redeem prior Encumbrances

A Receiver may redeem any prior Encumbrance and to settle and pass the accounts to which the Encumbrance relates. Any accounts so settled and passed shall be conclusive and binding on the Borrower and the moneys so paid shall be deemed to be an expense properly incurred by him.

18 Incidental powers

A Receiver may do all such other acts and things as he may consider to be incidental or conducive to any of the matters or powers set out in this clause or which he lawfully may or can do as agent for the Borrower.

19 Scope of powers

Any exercise any of the powers given by this may be on behalf of the Borrower, the directors of the Borrower (in the case of the power contained in paragraph 12 of Schedule 4) or himself.

EXECUTED as a DEED by Mr
Danyyal Hasan acting as a
director in the presence of:

Signature of Director

Witness: Signature

Name:

Address:

Occupation:

[Signature] *[Signature]*

Aisha T Chowdhury

Aisha T Chowdhury

1160 UNDAWAY DRIVE, KAYES VILAGE

SOLICITOR

Aisha T Chowdhury

Aisha T Chowdhury

1160 UNDAWAY DRIVE,

KAYES VILAGE

SOLICITOR

EXECUTED as a DEED by

acting in the presence of:

Witness: Signature

Name:

Address:

Occupation:

EXECUTED as a DEED by Mr
Nareesh Kumar Lohani:

Signature

Address:

Occupation:

NARESH

AL RIFA' PLAZA OFFICE #403, KHALEED KHALEED ROAD

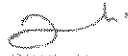
SHIVA COMPUTER L.L.C BYROUBAT, 46900, DUBAI

BUSINESSMAN

EXECUTED as a DEED by

acting in the presence of

Witness: Signature



Name:

OMESH KUMAR CHURNANI

Address:

Borjuman Residence, D-502, Bur Dubai, Dubai

Occupation:

Businessman