



Registration of a Charge

Company Name: **PRICE & SONS (CHESHIRE) LIMITED**

Company Number: **12462558**



Received for filing in Electronic Format on the: **08/08/2023**

XC9I5DNM

Details of Charge

Date of creation: **28/07/2023**

Charge code: **1246 2558 0001**

Persons entitled: **SHAWBROOK BANK LIMITED**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS OR BEING PART OF 173 WORSLEY ROAD, WORSLEY, M28 2SJ AS REGISTERED AT THE LAND REGISTRY WITH TITLE ABSOLUTE UNDER TITLE NUMBER GM388885. THE LEASEHOLD PROPERTY KNOWN AS LAND ON THE SOUTH WEST SIDE OF WORSLEY ROAD, SWINTON AS REGISTERED AT THE LAND REGISTRY WITH TITLE ABSOLUTE UNDER TITLE NUMBER LA191795. THE LEASEHOLD PROPERTY KNOWN AS LAND ON THE NORTH EAST SIDE OF CHATSWORTH ROAD, SWINTON AS REGISTERED AT THE LAND REGISTRY WITH TITLE ABSOLUTE UNDER TITLE NUMBER LA271543.**

Contains fixed charge(s).

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

Contains negative pledge.

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: **BRECHER LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12462558

Charge code: 1246 2558 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th July 2023 and created by PRICE & SONS (CHESHIRE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th August 2023 .

Given at Companies House, Cardiff on 9th August 2023

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: 28 July 2023

PRICE & SONS (CHESHIRE) LIMITED

– and –

SHAWBROOK BANK LIMITED

DEBENTURE

TABLE OF CONTENTS

	Page
1. Definitions and Interpretation	2
2. Covenant to Pay	8
3. Security	8
4. Representations and Warranties	12
5. Restrictions on Dealing	15
6. Undertakings	17
7. Notices of Assignment	23
8. Enforcement	24
9. Appointment of Administrator	27
10. Receivers	27
11. Application of Proceeds	28
12. Protection of Third Parties	29
13. Entry into Possession	29
14. Payments	29
15. Power of Attorney	30
16. General Indemnity	30
17. Currency Conversion and Indemnity	31
18. New Accounts	31
19. Prior Charges	31
20. Further Assurance	31
21. Set-Off	32
22. Costs and Expenses	32
23. Miscellaneous	32
24. Assignments and Transfers	36
25. Notices	37
26. Counterparts	37
27. Third Parties	37
28. Governing Law and Enforcement	38
Schedule 1 Real Estate	39
Schedule 2 Plant, Machinery and Equipment	40
Schedule 3 Intellectual Property Rights	41
Schedule 4 Notice and Acknowledgement – Insurance Policy	42
Part 1	42
Part 2 Form of acknowledgement of notice of assignment from insurer	44
Schedule 5 Notice and acknowledgement – Account Bank	45
Part 1	45
Part 2 Form of acknowledgement of notice of charge from account bank	47

THIS DEBENTURE is made as a Deed on 28 July 2023

BETWEEN:

- (1) **PRICE & SONS (CHESHIRE) LIMITED** a company incorporated in England and Wales (Company Number: 12462558) whose registered office is at 29 Park Street, Macclesfield, SK11 6SR (the "Chargor"); and
- (2) **SHAWBROOK BANK LIMITED**, a company incorporated in England and Wales (Company Number: 00388466) whose registered office is at Lutea House The Drive, Warley Hill Business Park, Great Warley, Brentwood, Essex, CM13 3BE (the "Lender").

RECITALS

- (A) The Lender has agreed to provide the Chargor with loan facilities pursuant to the Facility Agreement.
- (B) It is a condition of the Facility Agreement that the Chargor enter into this Deed in favour of the Lender.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Debenture, unless the context otherwise requires:

Borrower	PRICE & SONS (CHESHIRE) LIMITED a company incorporated in England and Wales (Company Number: 12462558) whose registered office is at 29 Park Street, Macclesfield, SK11 6SR;
Collateral Instruments	means notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees, indemnities and any other documents or instruments which contain or evidence an obligation (with or without Security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing Security.
Debts	means the assets of the Chargor described in Clause e).
Default	has the meaning given to it in the Facility Agreement.
Default Rate	means 2% per annum higher than the Interest Rate specified in the Facility Agreement.
disposal	includes any sale, lease, sub-lease, assignment or transfer, the grant of an option or similar right, the grant of any easement, right or privilege, the grant of a licence or permission to assign or sublet, the creation of a trust or other equitable interest or any other proprietary right in favour of a third party, a sharing or parting with possession or occupation whether by way of licence or otherwise and the granting of access to any other person over any intellectual property, and "dispose" and "disposition" shall be construed accordingly.

Enforcement Event	<p>means:</p> <ul style="list-style-type: none"> a) the Lender making demand for payment or discharge of all or any of the Secured Obligations at any time; and/or b) the occurrence of an Event of Default.
Environmental Claim	means any claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law.
Environmental Law	means all laws and regulations of any relevant jurisdiction which relate to air, water, land and living organisms (including the ecological systems of which they form part), Hazardous Substances or health and safety matters.
Event of Default	means the occurrence of an event of default (howsoever described) under any Facility Document.
Facility Agreement	means the facility letter between the Borrower and the Lender dated on or about the date of this debenture and all terms and conditions expressly incorporated therein including the Lender's Standard Terms and Conditions appended to the facility letter (as the same may be amended or varied from time to time).
Facility Documents	<p>means:</p> <ul style="list-style-type: none"> a) the Facility Agreement; and/or b) any other letter, document, agreement or security (including this Debenture) comprising or constituting the Secured Obligations from time to time.
Financial Collateral	has the meaning given to that term in the Financial Collateral Regulations.
Financial Collateral Regulations	means the Financial Collateral Arrangements (No. 2) Regulations 2003 (S.I. 2003 No. 3226).
Financial Indebtedness	<p>means any indebtedness for or in respect of:</p> <ul style="list-style-type: none"> a) monies borrowed; b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent; c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument; d) the amount of any liability in respect of any lease or hire purchase contract which would be treated as a finance or capital lease; e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

- f) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;
- g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- i) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs a) to h) above.

Fixtures	means, in relation to a property, all fixtures and fittings (including trade fixtures and fittings), fixed plant and machinery and other items attached to that property, whether or not constituting a fixture at law.
Floating Charge Assets	means the assets of the Chargor from time to time charged by this Debenture by way of floating charge.
Hazardous Substance	means any waste, pollutant, contaminant or other substance that may be harmful to human health or the environment or a nuisance.
Incapacity	means, in relation to a person, the insolvency, liquidation, dissolution, winding-up, administration, receivership, amalgamation, reconstruction or other incapacity of that person whatsoever (and, in the case of a partnership, includes the termination or change in the composition of the partnership).
Insolvency Act	means the Insolvency Act 1986.
Insurances	means all present and future contracts or policies of insurance (including life assurance policies) taken out by the Chargor or in which the Chargor from time to time has an interest.
Investments	means the assets of the Chargor described in Clause d).
ITA	means the Income Tax Act 2007.
Material Adverse Effect	means a material adverse effect on: <ul style="list-style-type: none"> a) the business, operations, property, condition (financial or otherwise) or prospects of the Chargor; or b) the ability of the Chargor to perform its obligations under this Debenture; or

- c) the validity or enforceability of, or the effectiveness or ranking of any Security granted or purported to be granted pursuant to this Debenture; or
- d) the rights or remedies of the Lender under this Debenture.

Obligor	has the meaning given to it in the Facility Agreement.
Party	means a party to this Debenture.
Real Property	means any present or future freehold and/or leasehold properties or immoveable property in which the Chargor has an interest (including the property(ies) specified in Schedule 1).
Receiver	means an administrative receiver, a receiver and/or manager appointed by the Lender under Clause 10.
Secured Assets	means all assets, property and rights of the Chargor described in Clauses 3.1 (<i>Legal Mortgage</i>), 3.2 (<i>Fixed Charges</i>), 3.3 (<i>Security Assignments</i>) and 3.4 (<i>Floating Charge</i>).
Secured Obligations	means all present and future obligations and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Lender by the Chargor, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any obligations and liabilities of the Chargor and/or the Chargor to a third party which have been assigned or novated to or otherwise vested in the Lender and including interest, discounts, commission and other lawful charges or expenses which the Lender may in the course of its business charge or incur in respect of any of those matters or for keeping the Chargor's account, and so that interest shall be computed and compounded according to the Lender's usual rates and practice (or otherwise agreed in writing) after as well as before any demand made or judgment or decree obtained under or in relation to this Debenture.
Security	means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.
Security Documents	has the meaning given to it in the Facility Agreement.
Security Period	means the period beginning on the date of this Deed and ending on the date on which the Lender is satisfied that the Secured Obligations have been unconditionally and irrevocably discharged in full and that no further Secured Obligations are capable of being outstanding.
Security Financial Collateral Arrangement	has the meaning given to that term in the Financial Collateral Regulations.

Subsidiary

and "**Subsidiary Undertaking**" means in relation to any person, any entity which is controlled directly or indirectly by that person and any entity (whether or not so controlled) treated as a subsidiary or a subsidiary undertaking in the latest financial statements of that person from time to time; and "**control**" for this purpose means:

- a) the direct or indirect holding or ownership of the majority of the voting share capital or voting rights of such entity or the direct or indirect control of the majority of the voting share capital or voting rights of such entity;
- b) the right or ability to direct the management of such entity or to determine the composition of a majority of the board of directors (or like board) of such entity; or
- c) the right to exercise a dominant influence over such entity,

in each case whether by virtue of ownership of share capital, ownership of rights to share in the capital of such entity, ownership of interest conferring any right to share in the profits or liability to contribute to the losses of such entity or giving rise to an obligation to contribute to the debts of or expenses of such entity in a winding up, or by virtue of contract, the constitutional documents of such entity or otherwise.

Unit

means each individual residential unit constructed on the Real Property.

1.2 Interpretation

In this Debenture (unless the context otherwise requires):

- 1.2.1 any reference to statutes, statutory provisions and other legislation shall include all amendments, substitutions, modifications and re-enactments for the time being in force and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant legislation;
- 1.2.2 any reference to a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- 1.2.3 any reference to "**control**" of any company shall be interpreted in accordance with Section 995 of the ITA;
- 1.2.4 any reference to any clause, paragraph or schedule shall be construed as a reference to the clauses in this Debenture, the schedules to this Debenture and the paragraphs in such schedules;
- 1.2.5 any reference to any term or phrase defined in the Companies Act 2006 (as amended from time to time) shall (whether or not it is capitalised) bear the same meaning in this Debenture;
- 1.2.6 any reference to words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;

- 1.2.7 any reference to "including" means including without limitation;
- 1.2.8 any reference to this Debenture and to any provisions of it or to any other document referred to in this Debenture shall be construed as references to it in force for the time being and as amended, varied, supplemented, extended, restated, substituted or novated or replaced in any manner (and however fundamentally) from time to time including, for the avoidance of doubt and without prejudice to the generality of the foregoing, any amendment, variation, supplement, restatement or substitution that increases the amount of any loan or credit facility made available under any Facility Document or increases the amount of any interest, fees, costs or expenses or any other sums due or to become due under the Facility Documents or pushes back the date for full and final repayment of the facility made available under the Facility Documents;
- 1.2.9 any reference to a "**person**" is to be construed to include references to a natural person, corporation, firm, company, partnership, limited partnership, limited liability partnership, joint venture, unincorporated body of persons, individual or any state or any agency of a state, whether or not a separate legal entity;
- 1.2.10 any reference to any person is to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 1.2.11 any reference to any word or phrase includes all derivations thereof;
- 1.2.12 any reference to "**assets**" includes present and future properties, revenues and rights of every description;
- 1.2.13 any reference to "**guarantee**" means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
- 1.2.14 any reference to "**indebtedness**" or "**borrowings**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- 1.2.15 any reference to any "**associated person**" means, in relation to a person, a person who is either acting in concert (as defined in the City Code on Takeovers and Mergers) with that person or is a connected person (as defined in section 993 (as supplemented by section 994) of the ITA) of that person;
- 1.2.16 any reference to a time of day is a reference to London time; and
- 1.2.17 clause and schedule headings are for ease of reference only and shall not affect the interpretation of this Debenture.

1.3 Effect as a deed

It is intended that this Debenture takes effect as a deed notwithstanding that any party may only execute it under hand.

1.4 Appointment of administrator / Receiver

Any appointment of an administrator or a Receiver under Clauses 9 (*Appointment of Administrator*) and 10 (*Receivers*) hereof may be made by any successor or assignee or transferee of the Lender, and the Chargor hereby irrevocably appoints each such successor or assignee or transferee to be its attorney in the terms and for the purposes stated in Clause 15 (*Power of Attorney*) hereof.

1.5 Facility Documents definitions

Unless the context otherwise requires or unless otherwise defined in this Debenture, words and expressions defined in the Facility Documents shall have the same meaning when used in this Debenture.

1.6 Land Registration Rules

For the purposes of Rule 139 of the Land Registration Rules 1925 only, the parties to this Debenture agree that the Facility Documents and any other document relating to the Secured Obligations and/or referred to in this Debenture (but excluding, for the avoidance of doubt, this Debenture) do not form part of the terms and conditions of the security created by this Debenture.

2. COVENANT TO PAY

2.1 Covenant to pay

The Chargor covenants with the Lender that it will on demand pay and discharge the Secured Obligations when they become due.

2.2 Interest

2.2.1 The Chargor shall pay interest (as well after as before any judgment) at the rate or rates applicable under the agreements or arrangements giving rise to the relevant liabilities or, if no such rate or rates are specified, at the Default Rate.

2.2.2 Interest shall be compounded in the event of it not being punctually paid in accordance with the usual practice of the Lender but without prejudice to the rights of the Lender to require payment of such interest.

2.3 Appropriation of money/assets

At any time after the occurrence of an Enforcement Event, the Lender shall be entitled to appropriate moneys and/or assets to satisfy the Secured Obligations in such manner or order as it sees fit and any such appropriation shall override any appropriation by any other person.

2.4 Statements of account conclusive

Any statement of account of the Chargor, signed as correct by an officer of the Lender, showing the amount of the Secured Obligations, shall, in the absence of manifest error, be binding and conclusive on and against the Chargor.

3. SECURITY

3.1 Legal Mortgage

The Chargor, with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations, charges to the Lender by way of first legal mortgage, any freehold or leasehold or other immovable property now vested in the Chargor (including without limitation the property(ies) specified in Schedule 1 (*Real Estate*)).

3.2 Fixed Charges

The Chargor, with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations, charges to the Lender:

3.2.1 by way of first fixed charge:

- a) all present or future freehold or leasehold property in which the Chargor has an interest (other than any property effectively mortgaged under Clause 3.1) and all buildings, trade and other fixtures, fixed plant and machinery from time to time thereon and the proceeds of sale thereof;

- b) the plant and machinery, computers, office and other equipment (if any) specified in Schedule 2 (*Plant, Machinery and Equipment*) and the benefit of all contracts and warranties relating to the same;
- c) all plant and machinery, computers, office and other equipment (other than any property specified in Schedule 2 (*Plant, Machinery and Equipment*)) now or from time to time hereafter owned by the Chargor or in which the Chargor has an interest and the benefit of all contracts and warranties relating to the same;
- d) all stocks, shares, notes, bonds and other securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise and all other interests (including but not limited to loan capital) in any person, now or from time to time hereafter owned by the Chargor or in which the Chargor has an interest, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof;
- e) all book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever now or from time to time hereafter owned by the Chargor or in which the Chargor has an interest (whether originally owing to the Chargor or purchased or otherwise acquired by it) and all things or choses in action which may give rise to any debt, revenue or claim, together with the full benefit of any Security, Collateral Instruments and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights, but excluding any assets the subject of Clauses f), g) and h) below;
- f) the proceeds of collection of all Debts;
- g) all amounts from time to time standing to the credit of all present and future accounts of the Chargor with any bank (including the Lender), financial institution or other person;
- h) all Insurances and all moneys from time to time payable to the Chargor under or pursuant to the Insurances including without limitation the right to the refund of any premiums;
- i) the goodwill of the Chargor and its uncalled capital for the time being;
- j) the patents, trade marks, service marks and registered designs (if any) and application for any of the foregoing in each case as specified in Schedule 3 (*Intellectual Property Rights*);
- k) all present and future patents, trade marks, service marks and registered designs including applications therefore (other than any property specified in Schedule 3 (*Intellectual Property Rights*)) now or from time to time hereafter owned by the Chargor or in which the Chargor may have an interest; and
- l) all patents (including applications for and rights to apply for patents), trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, semi-conductor topography rights, database rights, copyrights, computer programmes, know-how and trade secrets and all other intellectual or intangible property or rights and all licences, agreements and ancillary and connected rights relating to, intellectual and intangible property, in each case now or from time to time hereafter owned by the Chargor including any renewals, revivals or extensions thereof and wherever in the world subsisting, excluding the property specified in Clauses j) and k).

3.3 Security Assignments

3.3.1 The Chargor, with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations, hereby assigns to the Lender:

- a) all the right, title and interest of the Chargor in and to any interest rate hedging agreements now or in the future entered into with any person;
- b) all the right, title and interest of the Chargor in and to any contracts that the Lender may notify the Chargor that it considers material, including without limitation, any building contracts or agreements in relation to the Chargor's land or real property; and
- c) (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Chargor in and to any agreement to which the Chargor is a party except to the extent that it is subject to any fixed charge created under any other provisions of this Debenture.

3.3.2 To the extent that any such right, title and interest as referred to in Clause 3.2.1 above is not assignable or capable of assignment, the assignment of it purported to be effected by such clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Chargor may derive from it or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Obligations.

3.4 Floating Charge

The Chargor, with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations, hereby charges to the Lender by way of first floating charge the whole of the Chargor's undertaking and all its property and assets whatsoever and wheresoever present and future other than the property and assets from time to time effectively charged to the Lender by way of legal mortgage, fixed charge or security assignment by this Debenture, including (without limitation and whether or not so effectively charged) any of its property and aspects situated in Scotland and/or governed by Scots law.

3.5 Automatic conversion of floating charge

Notwithstanding anything expressed or implied in this Debenture, the floating charge created by Clause 3.4 shall automatically and immediately (without notice) converted into a fixed charge over the assets subject to that floating charge if:

- 3.5.1 an Event of Default and/or an Enforcement Event occurs;
- 3.5.2 the Chargor, without the prior written consent of the Lender, creates or attempts to create any Security or a trust over all or any of the Floating Charge Assets or dispose of any of the Floating Charge Assets (other than a disposal in the ordinary course of its business) or the Lender is of the opinion that such an event may occur;
- 3.5.3 an order is made or a resolution is passed for the winding-up, dissolution, administration or re-organisation of the Chargor;
- 3.5.4 a meeting is convened for the passing of a resolution for the voluntary winding-up of the Chargor;
- 3.5.5 if any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Chargor or any other person for the appointment of an administrator and/or a receiver in respect of the Chargor; or

- 3.5.6 if any person levies or attempts to levy any distress, diligence, arrestment, inhibition, execution, sequestration or other process or does or attempts to do any diligence in execution against any of the Floating Charge Assets.

3.6 Conversion of floating charge by notice

The Lender may, at any time, by written notice to the Chargor convert any floating charge created by this Debenture into a fixed charge as regards all the property and assets which for the time being are the subject of such floating charge or, as the case may be, any part of the property and/or assets specified by such notice.

3.7 Restriction on conversion of floating charge

Clauses 3.5 (*Automatic conversion of floating charge*) and 3.6 (*Conversion of floating charge by notice*) above will not apply solely by reason of the Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under Schedule A1 of the Insolvency Act 2000.

3.8 Extent of security

- 3.8.1 The security created by this Debenture shall be in addition to and shall not prejudice determine or affect any other security which the Lender may from time to time hold for or in respect of all or any part of the monies, obligations and liabilities hereby secured.
- 3.8.2 No prior security held by the Lender over the property charged by this Debenture or any part of it shall merge in the security created by this Debenture which will remain in force and effect as a continuing security until discharged by the Lender.

3.9 Assets acquired after any floating charge has crystallised

Any asset acquired by the Chargor after crystallisation of the floating charge (that is not effectively charged by way of legal mortgage or fixed charge or assigned under this deed), shall become subject to the floating charge created by Clause 3.4 (*Floating charge*) so that the crystallisation shall be effective as if such assets were owned by the Chargor at the date of crystallisation.

3.10 Land Registry

- 3.10.1 The Chargor consents to the Lender's application to the Land Registry for the registration against each of the registered titles specified in Schedule 1 (*Real Estate*) (and against any title to any unregistered property specified in Schedule 1 (*Real Estate*) which is or ought to be the subject of a first registration of title at the Land Registry at the date of this Debenture) for the following restriction:
- "No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated 28 JULY 2023 in favour of Shawbrook Bank Limited referred to in the charges register."
- 3.10.2 In respect of any part of the Secured Assets charged pursuant to Clauses 3.1 (Legal Mortgage), 3.2 (*Fixed Charges*) 3.3 (*Security Assignments*) and 3.4 (*Floating Charge*) title to which is registered at the Land Registry, the Chargor hereby represents and warrants that the security created by this Debenture does not contravene any of the provisions of the memorandum and articles of association or any other constitutional documents of the Chargor.

3.11 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by Clause 3.4.

4. REPRESENTATIONS AND WARRANTIES

The Chargor makes the representations and warranties set out in this Clause 4 to and for the benefit of the Lender on the date of this Debenture.

4.1 Title to Secured Assets

The Chargor is the sole legal and beneficial owner of and has full right and title to the Secured Assets and that the Secured Assets are free from any Security of any kind (other than the Security created by this Debenture) and restrictions and onerous covenants (other than those disclosed to the Lender or its solicitors in writing by the Chargor).

4.2 Status

4.2.1 The Chargor is a limited liability corporation or limited liability partnership, duly incorporated and validly existing under the law of its jurisdiction of incorporation.

4.2.2 The Chargor has the power to own its assets and carry on its business as it is being conducted.

4.3 Corporate power

The Chargor has power to execute, deliver and perform its obligations under this Debenture and all necessary corporate, shareholder and other action has been taken to authorise the execution, delivery and performance of the same.

4.4 Binding obligations

The obligations expressed to be assumed by the Chargor in this Debenture are legal, valid, binding and enforceable obligations.

4.5 No conflict with other obligations

The entry into and performance by the Chargor of, and the transactions contemplated by, this Debenture and the granting of the Security to the Lender does not and will not conflict with:

4.5.1 any law or regulation applicable to the Chargor;

4.5.2 its constitutional documents; or

4.5.3 any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument.

4.6 Validity and admissibility in evidence

4.6.1 All authorisations and consents required or desirable:

- a) to enable the Chargor lawfully to enter into, exercise its rights and comply with its obligations in this Debenture; and
- b) to make this Debenture admissible in evidence in its jurisdiction of incorporation,

have been obtained or effected and are in full force and effect.

4.6.2 All authorisations and consents necessary for the conduct of the business, trade and ordinary activities of the Chargor have been obtained or effected and are in full force and effect.

4.7 Enforceable Security

This Deed creates the Security it that it purports to create and the Security constitutes legal, valid and effective Security with first ranking priority.

4.8 No proceedings pending or threatened

No litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which, if adversely determined, are reasonably likely to have a Material Adverse Effect have (to the best of its knowledge and belief (having made due and careful enquiries)) been started or threatened against it.

4.9 No filing or stamp taxes

4.9.1 It is not necessary that this Debenture be registered, filed, recorded, notarised or enrolled with any court or other authority in that jurisdiction or that any stamp, registration, notarial or similar taxes or fees be paid on or in relation to this Debenture or the transactions contemplated by this Debenture except:

- a) registration of particulars of this Debenture at Companies House; and
- b) registration of this Debenture at the Land Registry or Land Charges Registry in England and Wales (or Standard Security at the Scottish Land Registry, as applicable),

which registrations and filings will be made promptly after the date of this Debenture.

4.9.2 Any disclosure required to be made by it to any relevant taxing authority in relation to stamp duty land tax payable on any transactions contemplated by this Debenture has been made.

4.10 No immunity

Neither the Chargor nor any of its assets are entitled to immunity on the grounds of sovereignty or otherwise from any legal action or proceeding (which shall include, without limitation, suit, attachment prior to judgment, execution or other enforcement).

4.11 No adverse claims

The Chargor has not received any notice of any adverse claim by any person in respect of the ownership of the Secured Assets or any interest in it which might reasonably be expected to be determined in favour of that person, nor has any acknowledgement been given to any such person in respect of the Secured Assets.

4.12 No adverse covenants

There is no covenant, agreement, stipulation, reservation, condition, interest, right, easement or other matter whatsoever adversely affecting the Secured Assets.

4.13 No breach of laws

There is no breach of any law (including any Environmental Law), regulation or covenant is outstanding which adversely affects or might reasonably be expected to adversely affect the value, saleability or use of the Secured Assets.

4.14 No overriding interests

Nothing has arisen or has been created or is outstanding which would be an overriding interest, or an unregistered interest which overrides first registration or a registered disposition, over the any of the Secured Assets.

4.15 No Interference in enjoyment

All facilities necessary for the enjoyment and use of the Secured Assets (including those necessary for the carrying on of its business at any Real Property) are enjoyed by the Secured Assets and none of these facilities are enjoyed on terms entitling any person to terminate or curtail its use of the Secured Assets or which conflict with or restrict its use of the Secured Assets.

4.16 Environmental Compliance

The Chargor has, at all times, complied in all material respects with all applicable Environmental Law.

4.17 Shares and Investments

- 4.17.1 The Investments are duly authorised, validly issued, fully called up, fully paid and are not subject to any option to purchase or similar rights.
- 4.17.2 No constitutional document of an issuer of an Investment, nor any other agreement:
 - a) restricts or inhibits any transfer of the Investments on creation or enforcement of the security constituted by this deed; or
 - b) contains any rights of pre-emption in relation to the Investments.
- 4.17.3 The Chargor has complied with all notices relating to all or any of the Investments received by it pursuant to sections 790D and 790E of the Companies Act 2006.
- 4.17.4 No warning notice has been issued under paragraph 1(2) of Schedule 1B of the Companies Act 2006, and no restrictions notice has been issued under paragraph 1(3) of Schedule 1B of the Companies Act 2006, in respect of all or any of the Investments.

4.18 Insurances

- 4.18.1 The Insurances have not been amended, modified or cancelled and remain in full force and effect.
- 4.18.2 The Chargor has not done or omitted to do anything and no event or circumstance has occurred which has made or could make any of the Insurances void, voidable, treated as if it had been entered into on different terms or subject to any suspension, restriction, limitation or an increased premium or which could entitle the insurer to reduce the amount to be paid on a claim or prevent the Lender from receiving any money payable under any of the Insurances.
- 4.18.3 The Chargor has not received any notification from its insurers that their liability under the Insurances has been suspended, reduced, discharged or avoided.

4.19 Repetition

The representations and warranties in Clause 4 (*Representations and Warranties*) shall be repeated by the Chargor by reference to the facts and circumstances existing on each day during the Security Period.

5. RESTRICTIONS ON DEALING

5.1 Negative pledge

In this Clause, "**Quasi-Security**" means an arrangement or transaction described in Clause 5.1.2 below.

- 5.1.1 The Chargor shall not create or permit to subsist any Security over any of its assets.
- 5.1.2 The Chargor shall not:
- a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor;
 - b) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
 - c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
 - d) enter into any other preferential arrangement having a similar effect,
- in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.
- 5.1.3 Clause 5.1.1 and Clause 5.1.2 above do not apply to any Security or (as the case may be) Quasi-Security, listed below:
- a) the Security Documents;
 - b) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by the Chargor; or
 - c) any Security created or outstanding with the Lender's prior written consent.

5.2 Disposals

- 5.2.1 The Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any asset.
- 5.2.2 Clause 5.2.1 does not apply to any disposal:
- a) permitted under Clause 16.2 of the Standard Terms (Occupational leases);
 - b) of a Unit in accordance with Clause 5.2.3 below; or
 - c) made in the ordinary course of trading of any asset subject to the floating charge created under a Security Document.
- 5.2.3 The Chargor may dispose of a Unit if:
- a) the Lender has given its prior written consent to that disposal;
 - b) no Default is continuing or would result from that disposal; and
 - c) that disposal is:
 - i. on arm's length terms to an unrelated third party;

- ii. on the terms of the standard form sale agreement in relation to the sales of the completed Units delivered as a condition precedent under the Facility Agreement, with such amendments as the Lender may approve, or on such other terms as the Lender may approve; and
- iii. the net disposal proceeds are of an amount acceptable to the Lender acting reasonably.

5.2.4 The Chargor must ensure that the sale proceeds and any exchange deposits are immediately applied in accordance with terms of the Facility Agreement.

5.2.5 The Chargor shall supply to the Lender a copy of each Unit sale agreement and each amendment, supplement, waiver or release of the same, promptly upon entering them.

5.2.6 The Chargor must:

- a) exercise its rights and comply with its obligations under each Unit sale agreement; and
- b) use its reasonable endeavours to ensure that each other party complies with its obligations under each Unit sale agreement,

in a proper and timely manner.

5.3 Title

5.3.1 The Chargor shall exercise its rights and comply in all respects with any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Secured Assets.

5.3.2 The Chargor shall not agree to any amendment, supplement, waiver, surrender or release of any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Secured Assets.

5.3.3 The Chargor shall promptly take all such steps as may be necessary or desirable to enable the Security created by this Debenture to be registered, where appropriate, at the applicable Land Registry.

5.4 Maintenance

The Chargor must ensure that all buildings, plant, machinery, fixtures and fittings on the Real Property are in, and maintained in:

- 5.4.1 good and substantial repair and condition and, as appropriate, in good working order; and
- 5.4.2 such repair, condition and order as to enable them to be let in accordance with all applicable laws and regulations; for this purpose, a law or regulation will be regarded as applicable if it is either:
 - a) in force; or
 - b) it is expected to come into force and a prudent property owner in the same business as the Chargor would ensure that its buildings, plant, machinery, fixtures and fittings were in such condition, repair and order in anticipation of that law or regulation coming into force

6. UNDERTAKINGS

The undertakings in this Clause **Error! Reference source not found.** remain in effect throughout the Security Period.

6.1 Compliance with laws and regulations

6.1.1 The Chargor shall comply in all respects with all laws to which it may be subject.

6.1.2 The Chargor shall not use or permit the Secured Assets to be used in any way contrary to law and shall comply with the requirements of any law or regulation relating to or affecting the Secured Assets or the use of it or any part of them.

6.2 Authorisations

The Chargor shall promptly obtain, comply with and do all that is necessary to maintain in full force and effect, and supply certified copies to the Lender of, any authorisations and consents required under any law or regulation of its jurisdiction of incorporation or England and Wales to:

6.2.1 enable it to perform its obligations under this Debenture and to ensure the legality, validity, enforceability or admissibility in evidence of this Debenture; or

6.2.2 own its assets and carry on its business as it is being conducted.

6.3 Financial Information

The Chargor shall provide the Lender with all financial and other information with respect to the assets, liabilities, financial condition and affairs of the Chargor (and its Subsidiaries and associated companies (if any) where the Chargor is not a natural person) that the Lender may from time to time require.

6.4 Deposit of Deeds

All deeds and documents of title relating to the Secured Assets and to any subordinate interest in any of them and the insurance policies relating thereto and all such other documents relating to its assets as the Lender may from time to time require shall be:

6.4.1 deposited with the Lender (to be held at the risk of the Chargor); or

6.4.2 held to the order of the Lender by a firm of solicitors approved by the Lender for that purpose.

6.5 Conduct of business

The Chargor shall conduct and carry on its business, and procure that each of its Subsidiaries conducts and carries on its business, in a proper and efficient manner and keep or cause or procure to be kept proper books of account relating to such business and not make any material alteration in the nature or mode of conduct of any such business.

6.6 Development

6.6.1 The Chargor must not:

a) make or allow to be made any application for planning permission in respect of any part of the Real Property; or

b) carry out, or allow to be carried out, any demolition, construction, structural alterations or additions, development or other similar operations in respect of any part of the Real Property.

6.6.2 Clause 6.6.1 above shall not apply to:

- a) the carrying out of any building works in accordance with the terms of the Facility Agreement;
- b) any alterations or improvements which a tenant is entitled to undertake in accordance with the terms of a lease and in respect of which the Chargor in its capacity as landlord is required to give its consent pursuant to the terms of that lease;
- c) the maintenance of the buildings, plant, machinery, fixtures and fittings; or
- d) the carrying out of non-structural improvements or alterations which affect only the interior of any building on the Real Property.

6.6.3 The Chargor must comply in all respects with all planning laws, permissions, agreements and conditions to which the Real Property may be subject.

6.7 Notices

The Chargor must within 14 days after receipt of any application, requirement, order or notice served or given by any public or local or any other authority or any landlord with respect to the Real Property (or any part of it):

6.7.1 deliver a copy to the Lender; and

6.7.2 inform the Lender of the steps taken or proposed to be taken to comply with the relevant requirement, order or notice.

6.8 Investigation of title

The Chargor shall grant the Lender or its lawyers on request all facilities within its power to enable the Lender or its lawyers to:

6.8.1 carry out investigations of title to the Real Property; and

6.8.2 make such enquiries in relation to any part of the Real Property as a prudent mortgagee might carry out.

6.9 Insurance

6.9.1 The Chargor ensure that at all times insurances are maintained in full force and effect, which:

- a) insure the Chargor in respect of its interests in the Real Property and the plant and machinery on the Real Property (including fixtures and improvements) for their full replacement value (being the total cost of entirely rebuilding, reinstating or replacing the relevant asset if it is completely destroyed, together with all related fees and demolition costs);
- b) provide cover against loss or damage by fire, storm, tempest, flood, earthquake, lightning, explosion, impact, aircraft and other aerial devices and articles dropped from them, riot, civil commotion and malicious damage, bursting or overflowing of water tanks, apparatus or pipes and all other normally insurable risks of loss or damage for a property of the type of the Real Property;
- c) provide cover for site clearance, shoring or propping up, professional fees and value added tax together with adequate allowance for inflation;

- d) provide for contractor's all risks insurance covering any contractor or sub-contractor;
- e) provide for professional indemnity insurance covering contractors, sub-contractors and consultants with a design responsibility;
- f) provide cover against acts of terrorism, including any third party liability arising from such acts;
- g) provide cover for loss of rent (if applicable) in respect of a period of not less than 3 years or, if longer, the minimum period required under any lease, including provision for any increases in rent during the period of insurance;
- h) include public liability and third party liability insurance;
- i) insure such other risks as a prudent company or other person in the same business as the Chargor would insure; and
- j) in each case are in an amount, and in form, and with an insurance company or underwriters, acceptable at all times to the Lender.

6.9.2 The Chargor must procure that the Lender is named as first loss payee and is composite insured in respect of its own separate insurable interest under each of the insurances (other than public liability and third party liability insurances), or, where the Lender agrees, the Lender is named as first loss payee with its interest noted, but in each case without:

- a) any liability on the part of the Lender for any premium in relation to those insurances; or
- b) any obligation on the part of the Lender to make any disclosure to any insurer or any insurance broker in relation to those insurances unless and until the Lender becomes a mortgagee in possession of the Real Property, in which circumstance an obligation shall apply on the part of the Lender to make disclosure to any insurer or any insurance broker in relation to the insurance or insurances in respect of the Real Property pursuant to the terms of that insurance or those insurances.

6.9.3 The Chargor must procure that the insurances comply with the following requirements:

- a) each of the insurances must contain:
 - i. a non-invalidating and non-vitiating clause under which the insurances will not be avoided or vitiated as against any insured party as a result of any circumstances beyond the control of that insured party or any misrepresentation, non-disclosure, or breach of any policy term or condition, on the part of any other insured party or any agent of any other insured party;
 - ii. a waiver of the rights of subrogation of the insurer as against the Chargor, the Lender and the tenants of each Real Property other than any such rights arising in connection with any fraud or criminal offence committed by any of those persons in respect of any Real Property or any insurance; and
 - iii. a loss payee clause under which the Lender is named as first loss payee (other than in respect of any claim under any public liability and third party liability insurances);

- b) the Chargor must notify the Lender immediately if the insurer proposes to:
 - i. repudiate, rescind or cancel any insurance;
 - ii. treat any insurance as avoided in whole or in part;
 - iii. treat any insurance as expired due to non-payment of premium; or
 - iv. otherwise decline any claim under any insurance by or on behalf of any insured party,

and, in respect of Clause 1.1.1a)iii above, must in the notice give the Lender the opportunity to rectify any such non-payment of premium within the notice period; and

- c) the Chargor must be free to assign or otherwise grant Security over all amounts payable to it under each of its insurances and all its rights in connection with those amounts in favour of the Lender.

6.9.4 The Chargor must use all reasonable endeavours to ensure that the Lender receives copies of the insurances, receipts for the payment of premiums for insurance and any information in connection with the insurances and claims under them which the Lender may reasonably require.

6.9.5 The Chargor must promptly notify the Lender of:

- a) the proposed terms of any future renewal of any of the insurances;
- b) any amendment, supplement, extension, termination, avoidance or cancellation of any of the insurances made or, to its knowledge, threatened or pending;
- c) any claim, and any actual or threatened refusal of any claim, under any of the insurances; and
- d) any event or circumstance which has led or may lead to a breach of any term of this Clause 6.9.

6.9.6 The Chargor must:

- a) comply with the terms of the insurances;
- b) not do or permit anything to be done which may make void or voidable any of the insurances;
- c) comply with all reasonable risk improvement requirements of its insurers; and
- d) provide the Lender with a copy of the insurance policy or policies placed by it and/or contractor at least once in each year (and in any event promptly following the renewal of each such policy).

6.9.7 The Chargor must ensure that:

- a) each premium for the insurances is paid promptly and in any event prior to the commencement of the period of insurance for which that premium is payable; and
- b) all other things necessary are done so as to keep each of the insurances in force.

6.10 Proceeds from insurance policies

The Chargor must ensure that all monies payable under any insurance policy maintained by the Chargor in accordance with Clause 6.9 at any time (whether or not the security constituted by this deed has become enforceable) shall be paid to the Lender or at the option of the Lender applied towards making good the loss or damage in respect of which the money was received or in or towards, the discharge or reduction of the Secured Obligations.

6.11 Property outgoings

The Chargor shall punctually pay, or cause to be paid, and indemnify the Lender against, all present and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever (whether imposed by agreement, statute or otherwise) now or at any time during the continuance of this security payable in respect of its properties or any part thereof or by the owner or occupier thereof.

6.12 Possession of properties

The Chargor not (without the prior written consent of the Lender) dispose of or grant any lease, part with possession or share occupation of the whole or any part of any of its properties or confer any licence, right or interest to occupy or grant any licence or permission to assign, underlet or part with possession of the same or any part thereof or permit any person:

- 6.12.1 to be registered (jointly with the Chargor or otherwise) as proprietor under the Land Registration Act 2002 of any of its properties nor create or permit to arise any interest listed in Schedule 1 or Schedule 3 of the Land Registration Act 2002 affecting the same or any overriding interest within the meaning of the Land Registration (Scotland) Act 1979; or
- 6.12.2 to become entitled to any right, easement, covenant, interest or other title encumbrance which might adversely affect the use, value or marketability of any of its properties.

6.13 Variation of leasehold interests

The Chargor shall not (without the prior written consent of the Lender) vary, surrender, cancel or dispose of, or permit to be forfeit, any leasehold interest in any of its properties.

6.14 Acquisition of property

The Chargor shall immediately inform the Lender before contracting to purchase any estate or interest in freehold, leasehold or heritable property and supply the Lender with such details of the purchase as the Lender may from time to time request.

6.15 Registration of Title

- 6.15.1 The Chargor shall not (without the prior written consent of the Lender) allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor of, or any part of, any of its properties or permit to arise any interest which falls within either or both of Schedule 1 and Schedule 3 of the Land Registration Act 2002 affecting such property and the reasonable costs incurred by the Lender of lodging a caution against first registration of the title to such property or a land charge (if unregistered) or any part of it, shall be an expense properly incurred in relation to this Debenture; or
- 6.15.2 not without the prior consent of the Lender make an application, consent to or concede to the application by any third party, to the Land Registry to make any entry on the register of title of any of its assets or any part thereof, as the case may be.

6.16 Rents, taxes, etc.

6.16.1 The Chargor shall punctually pay all rents, taxes, duties, assessments required to be paid by it within the time period allowed for payment without incurring any penalties for late or non-payment and shall punctually pay all other outgoings and observe and perform all restrictive and other covenants under which any of the property subject to this Debenture is held.

6.16.2 The Chargor shall not change its residence for tax purposes.

6.17 Debts

The Chargor shall collect in the ordinary course of its business as agent for the Lender in a proper and efficient manner and pay into its account with the Lender or such other account as the Lender may from time to time specify all moneys which it may receive in respect of the Debts forthwith on receipt, the Chargor acknowledging that it may not, without the prior written consent of the Lender, withdraw any such moneys from such account or compromise, compound, vary, discharge, postpone or release any of the Debts or waive its right of action in connection therewith or do or omit to do anything which may delay or prejudice the full recovery thereof, other than granting extensions to normal trade credit in accordance with the Chargor's reasonable and prudent management of its debtors on a normal commercial basis and the Chargor shall if called upon to do so by the Lender, execute a legal assignment of all or any of the Debts to the Lender.

6.18 Investments

The Chargor shall immediately upon execution of this Debenture, transfer to the Lender or its nominee, title to the Investments by delivering the share certificates and stock transfer forms, duly completed (with the Lender or its nominee named as transferee), stamped and executed, to the issuing companies (or their registrars) for registration and the Chargor shall procure that the Lender (or its nominee) is entered on the register of members of each issuing company as holder of the Investments and that share certificates in the name of the Lender or its nominee are delivered to the Lender together with certified true copies of the register of members and the register of transfers of each issuing company showing the Lender or its nominee as the registered holder of the Investments.

6.19 Jeopardy

The Chargor shall not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of its assets or the security held by the Lender, or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this deed.

6.20 Insolvency

The Chargor shall notify the Lender immediately:

6.20.1 In the event of any creditor executing diligence against the Chargor or any distress or execution is levied or enforced against the Chargor or any garnishee order is made and served in respect of any of its assets; and/or

6.20.2 if any steps (including, without limitation, the making of an application or the giving of any notice) are taken by any person (including, without limitation, the Chargor) in relation to the administration, receivership, winding-up or dissolution of the Chargor.

6.21 Environmental matters

6.21.1 The Chargor must:

- a) comply and ensure that any relevant third party complies with all Environmental Law;
- b) obtain, maintain and ensure compliance with all requisite environmental permits applicable to it or to the Real Property; and
- c) implement procedures to monitor compliance with and to prevent liability under any Environmental Law applicable to it or the Real Property.

6.21.2 The Chargor must promptly upon becoming aware, notify the Lender of:

- a) any Environmental Claim started, or to its knowledge, threatened;
- b) any circumstances reasonably likely to result in an Environmental Claim; or
- c) any suspension, revocation or notification of any permit or consent required under Environmental Law in relation to the Real Property.

6.21.3 The Chargor must indemnify the Lender against any loss or liability which:

- a) it incurs as a result of any actual or alleged breach of any Environmental Law by any person; and
- b) it would not have arisen if this Debenture had not been entered into, unless it is caused by the Lender's gross negligence or wilful misconduct.

6.22 Information

The Chargor shall:

- 6.22.1 give the Lender such information concerning the location, condition, use and operation of the Secured Assets as the Lender may require; and
- 6.22.2 permit the Lender or any persons designated by the Lender and any Receiver to enter on its premises and inspect and examine any Secured Asset, and the records relating to that Secured Asset, at all reasonable times and on reasonable prior notice.

7. NOTICES OF ASSIGNMENT

7.1 Unless the Lender otherwise agrees, the Chargor shall on the execution of this Debenture and as so requested by the Lender from time to time give notices of assignment and charge in relation to each Secured Asset which is subject to an assignment of charge pursuant to Clause 3.2 and Clause 3.3 to each of the relevant counterparties including:

- 7.1.1 notice to each insurer under any Insurances in the form set out in Part 1 of Schedule 4, and procure that each insurer provides to the Lender promptly an acknowledgement of the notice in the form set out in Part 2 of Schedule 4; and
- 7.1.2 notice to each bank, financial institution or other person (other than the Lender) with whom the Chargor holds an account in the form set out in Schedule 5 of Schedule 5, and procure that each such bank, financial institution or other person provides to the Lender promptly an acknowledgement of the notice in the form of Part 2 of Schedule 5.

8. ENFORCEMENT

8.1 Enforcement Event

Upon and at any time after the occurrence of an Enforcement Event, the Lender shall be entitled to enforce the security (in whole or in part) created by this Debenture.

8.2 The Investments

8.2.1 The Lender and its nominees at the discretion of the Lender may exercise in the name of the Chargor or otherwise at any time whether before or after demand for payment and without any further consent or authority on the part of the Chargor (but subject to Clause 8.2.3 in respect of the Investments) any voting rights and all powers given to trustees by section 10(3) and (4) Trustee Act, 1925 (as amended by section 9 Trustee Investments Act, 1961) in respect of investments, securities or property subject to a trust and any powers or rights which may be exercisable by the person in whose name any of the Investments is registered or by the bearer thereof.

8.2.2 The Chargor will if so requested by the Lender transfer all or any of the Investments to such nominees or agents as the Lender may select.

8.2.3 Until the occurrence of an Enforcement Event, the Lender will:

- a) hold all dividends, distributions, interest and other moneys paid on and received by it in respect of the Investments for the account of the Chargor and will, subject to any right of set-off and to Clause 8.2.4, pay such dividends, distributions, interest and other moneys to the Chargor upon request; and
- b) exercise all voting rights and all other rights and powers attached to the Investments exercisable by it as the Chargor may from time to time in writing reasonably direct, provided that the Lender shall be under no obligation to comply with any such direction where compliance would, in the Lender's opinion, be prejudicial to the value of the security created by this Debenture in respect of the Investments and provided further that the Lender shall be entitled to exercise all such voting rights attached to the Investments as the Lender deems necessary for the purposes of preserving the value of the security created by this Debenture in respect of the Investments.

8.2.4 Upon and at any time after the occurrence of an Enforcement Event, the Lender shall be entitled to:

- a) hold all dividends, distributions, interest and other moneys paid on and received by it in respect of the Investments for the account of the Lender or otherwise as the Lender may direct; and
- b) exercise all voting and other rights and powers attached to the Investments in such manner as the Lender deems fit.

8.3 Powers on enforcement

At any time on or after the occurrence of an Enforcement Event or if requested by the Chargor, the Lender may, without further notice, exercise all the powers conferred upon mortgagees by the Law of Property Act 1925, without the restrictions contained in section 103 of the Law of Property Act 1925 and do all or any of the following and/or delegate such powers or any of them to any person on such terms as it may think fit:

- 8.3.1 sell or otherwise dispose of all or any of the Secured Assets or otherwise exercise and do (or permit the Chargor or any nominee of it to exercise and do) all such powers and things as the Lender would be capable of exercising or doing if the Lender were the absolute beneficial owner of the Secured Assets;
- 8.3.2 settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person relating in any way to the Secured Assets;
- 8.3.3 bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Secured Assets;
- 8.3.4 redeem any Security (whether or not having priority to this Debenture) over the Secured Assets and settle the accounts of encumbrancers;
- 8.3.5 do, and concur in the doing of, all such other acts and things, either alone or jointly with any other person, which the Lender may consider necessary or expedient for the realisation of the Secured Assets or incidental to the exercise of any of the rights and powers conferred on the Lender under or by virtue of this Debenture, the Law of Property Act 1925 or the Insolvency Act 1986.

8.4 Additional powers

The Lender shall be entitled to permit the sale of the Secured Assets or any part thereof at such time and on such terms as the Lender may consider expedient and without being under any obligation to have regard in that respect of the effect (if any) which a disposal at such time or on such terms may have on the price likely to be realised. The Lender shall not in any circumstances, either by reason of any dealing with the Secured Assets or any part thereof or for any other reason whatsoever be liable to account to the Chargor for anything except in respect of the Lender's own actual receipts or be liable to the Chargor for any loss or damage arising from any realisation by the Lender of the Secured Assets or any part thereof or from any act, default or omission of the Lender in relation to the Secured Assets or any part thereof or from any exercise or non-exercise by the Lender of any power, authority or discretion conferred upon it in relation to the Secured Assets or any part thereof by or pursuant to this Debenture or otherwise by any applicable law.

8.5 Power to Remedy

- 8.5.1 If the Chargor fails to perform any obligations under this Debenture, the Chargor must allow the Lender or its agents and contractors:
 - a) to enter any part of the Real Property;
 - b) to comply with or object to any notice served on the Chargor in respect of the Real Property; and
 - c) to take any action that the Lender may reasonably consider necessary or desirable to prevent or remedy any breach of any such term or to comply with or object to any such notice.
- 8.5.2 The Chargor must immediately on request by the Lender pay the costs and expenses of the Lender or its agents and contractors incurred in connection with any action taken by it under this Clause 8.5.

8.5.3 The Lender shall not be obliged to account as mortgagee in possession as a result of any action taken under this Clause 8.5.

8.6 Law of Property Act 1925

The powers of sale or other disposal in Clauses 8.3 (*Powers on enforcement*) and 8.4 (*Additional powers*) shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Debenture. The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Debenture or to any exercise by the Lender of its right to consolidate mortgages or its power of sale on or at any time after an Enforcement Event.

8.7 Certificate in writing

A certificate in writing by an officer or agent of the Lender that the power of sale or disposal has arisen and is exercisable shall be conclusive evidence of that fact in favour of a purchaser of all or any part of the Secured Assets.

8.8 Subsequent Security

If the Lender receives notice of any subsequent Security affecting the Secured Assets or any part thereof, the Lender may open a new account for the Chargor. If it does not do so then, unless the Lender gives express written notice to the contrary to the Chargor, it shall nevertheless be treated as if it had opened a new account at the time when it received such notice and as from that time all payments made by or on behalf of the Chargor to the Lender shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from the Chargor to the Lender at the time when it received such notice.

8.9 Redemption of prior Security

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

8.9.1 redeem such or any other prior Security, or procure its transfer to itself; and

8.9.2 settle any account of that security holder.

The settlement of any such account shall be conclusive and binding on the Chargor. All monies paid by the Lender to such security holder in settlement of such an account shall, as from its payment by the Lender, be due from the Chargor to the Lender on current account and shall bear interest and be secured as part of the Secured Obligations.

8.10 Extension of statutory powers of leasing

The Lender shall have the power to lease and make agreements for leases at a premium or otherwise, to accept surrenders of leases and to grant options on such terms as the Lender shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 Law of Property Act 1925.

8.11 Fixtures

At any time on or after the occurrence of an Enforcement Event or if requested by the Chargor, the Lender may sever any Fixtures from the property to which they are attached and sell them separately from that property.

8.12 Financial Collateral

To the extent that any Secured Asset constitutes Financial Collateral and is subject to a Security Financial Collateral Arrangement created by or pursuant to this Debenture, the Lender shall have the right, at any time after this Debenture becomes enforceable, to appropriate all of any part of the Secured Assets in or towards the payment or discharge of the Secured Obligations. The value of any Secured Assets appropriated in accordance with this Clause 8.12 (*Financial Collateral*) shall be the price of such Secured Assets 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 Chargor agrees that the methods of valuation provided for in this Clause 8.12 (*Financial Collateral*) are commercially reasonable for the purpose of Regulation 18 of the Financial Collateral Regulations. To the extent that Secured Assets constitute Financial Collateral, the Chargor agrees that such Secured Assets shall be held or redesignated so as to be under the control of the Lender for all purposes of the Financial Collateral Regulations.

9. APPOINTMENT OF ADMINISTRATOR

At any time on or after the occurrence of an Enforcement Event or if the Chargor so requests in writing, the Lender may appoint an administrator of the Chargor under the Insolvency Act.

10. RECEIVERS

10.1 Appointment of receiver(s)

At any time on or after the occurrence of an Enforcement Event or if the Chargor so requests in writing, the Lender may without further notice to the Chargor appoint by writing under hand or under seal any one or more persons either singly, jointly, severally or jointly and severally to be a receiver (each a "Receiver") in respect of all or any part of the property charged by this Debenture and either at the time of appointment or any time thereafter may fix his or their remuneration and except as otherwise required by statute may remove any such Receiver and appoint another or others in his or their place.

10.2 Agent of Chargor

Any Receiver shall be the agent of the Chargor which shall be solely responsible for his acts and defaults and the payment of his remuneration.

10.3 Powers of Receiver

Any Receiver shall, subject to any restrictions specified in the deed or instrument appointing him, have all the powers conferred by statute on mortgagees in possession (but without liability as such) and receivers which in the case of joint receivers may be exercised either jointly or severally (including, without limitation, all the rights, powers and discretions conferred on a receiver under the Law of Property Act 1925 and a receiver or administrative receiver under the Insolvency Act). In addition, but without prejudice to the generality of the foregoing the Receiver shall have power (in the name of the Chargor or otherwise and in such manner and on such terms and conditions as he shall think fit) to:

- 10.3.1 take possession of, collect and get in all or any part of the property in respect of which he is appointed and for that purpose to take any proceedings;
- 10.3.2 carry on or concur in carrying on the business of the Chargor and to raise money from the Lender or others on the security of any property charged by this Debenture;
- 10.3.3 purchase or acquire any land and purchase, acquire and grant any interest in or right over land;

- 10.3.4 sell or concur in selling, let or concur in letting and terminate or accept surrenders of leases or tenancies of any of the property charged by this Debenture and to carry any such transactions into effect;
- 10.3.5 sell, assign, let or otherwise dispose of or concur in selling, assigning, letting or otherwise disposing of all or any of the debts and any other property in respect of which he is appointed;
- 10.3.6 make any arrangement or compromise between the Chargor and any other person which he may think expedient;
- 10.3.7 make and effect all repairs, improvements and insurances;
- 10.3.8 purchase materials, tools, equipment, goods or supplies;
- 10.3.9 call up any uncalled capital of the Chargor with all the powers conferred by the articles of association of the Chargor in relation to calls;
- 10.3.10 employ, engage and appoint managers and other employees and professional advisers; and
- 10.3.11 do all such other acts and things as may be considered to be incidental or conducive to any other matters or powers aforesaid or to the realisation of the security constituted by this Debenture and which he lawfully may or can do.

10.4 The powers of a Receiver may be limited by the terms of his appointment.

10.5 Remuneration

The Lender may from time to time determine the remuneration of any Receiver and section 109(6) Law of Property Act 1925 shall be varied accordingly. A Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver in accordance with the current practice of his firm.

10.6 Insurance moneys

Any insurance moneys received by a Receiver shall be applied in accordance with Clause 11 (*Application of Proceeds*) and accordingly section 109(8) of the Law of Property Act 1925 shall not apply.

11. APPLICATION OF PROCEEDS

11.1 Order of application

Any monies received by the Lender or any Receiver under this Debenture shall, subject to the payment of any claims having priority to the charges created by this Debenture, be applied in the following order but without prejudice to the right of the Lender to recover any shortfall from the Chargor:

- 11.1.1 in the payment of all costs, charges and expenses incurred by or on behalf of the Lender (and any Receiver, attorney or agent appointed by it) and all costs, charges and expenses incidental to the appointment of the Receiver and the exercise of all or any of his powers and of all outgoings paid by him;
- 11.1.2 in the payment of the Receiver's remuneration;
- 11.1.3 in or towards the satisfaction of the Secured Obligations in such order as the Lender in its absolute discretion thinks fit; and
- 11.1.4 in payment of the surplus (if any) to the person or persons entitled to it.

11.2 Insurance proceeds

All insurance moneys deriving from any of the Insurances (whether before or after an Enforcement Event) shall be paid to the Lender (or if paid by the insurers directly to the Chargor shall be held by the Chargor on trust for the Lender) and shall be applied:

- 11.2.1 unless an Enforcement Event has occurred, in replacing, restoring or reinstating the property or assets destroyed, damaged or lost (any deficiency being made good by the Chargor); or
- 11.2.2 if an Enforcement Event has occurred, in reduction of the Secured Obligations in such manner and order as the Lender may determine.

12. PROTECTION OF THIRD PARTIES

12.1 No enquiry

No person dealing with a Receiver or the Lender shall be concerned to enquire whether any power which he or it is purporting to exercise has become exercisable or whether any money is due under this Debenture or as to the application of any money paid, raised or borrowed or as to the propriety or regularity of any sale by or other dealing with such Receiver or the Lender.

12.2 Law of Property Act

All the protections to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with a Receiver or the Lender as if the liabilities secured by this Debenture had become due and the statutory powers of sale in relation the Secured Assets had arisen on the date of this Debenture.

13. ENTRY INTO POSSESSION

13.1 Possession

If the Lender or any Receiver shall enter into possession of the property charged under this Debenture or any part thereof, it or he may from time to time and at any time go out of or part with such possession.

13.2 No liability

Neither the Lender nor any Receiver shall in any circumstances (either by reason of any entry into or taking of possession of any such property or for any other reason and whether as mortgagee in possession or on any other basis) be liable to account to the Chargor for anything except its or his actual receipts or be liable to the Chargor for any loss or damage arising from any realisation of the property charged under this Debenture or from any act, default or omission in relation thereto.

14. PAYMENTS

14.1 No set-off or withholding

All sums payable by the Chargor under this Debenture shall be paid to the Lender in full without any set-off, condition or counterclaim whatsoever and free and clear of any deduction or withholding whatsoever save only as may be required by law which is binding on it.

14.2 Gross-up

If any deduction or withholding is required by law in respect of any payment due from the Chargor under this Debenture, the relevant sum payable by the Chargor shall be increased so that, after making the minimum deduction or withholding so required, the Chargor shall pay to the Lender and the Lender shall receive and be entitled to retain on the due date for payment a net sum at least equal to the sum which it would have received had no such deduction or withholding been required to be made.

15. POWER OF ATTORNEY

15.1 Power of Attorney

The Chargor by way of security hereby irrevocably appoints each of the Lender, any person appointed by the Lender and any Receiver severally to be its attorney in its name and on its behalf:

- 15.1.1 to execute and complete any documents or instruments and to do all acts and things which the Lender or such Receiver may require for perfecting the title of the Lender to the Secured Assets or for vesting the same in the Lender, its nominees or any purchaser;
- 15.1.2 to sign, execute, seal and deliver and otherwise perfect any further security document referred to in Clause 20 (*Further Assurance*); and
- 15.1.3 otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Lender or a Receiver under this Debenture or which may be deemed expedient by the Lender or a Receiver in connection with any disposition, realisation or getting in by the Lender or such Receiver of the Secured Assets or any part thereof or in connection with any other exercise of any power under this Debenture.

15.2 Ratification

The Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall reasonably do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Clause 15 (*Power of Attorney*).

16. GENERAL INDEMNITY

The Chargor undertakes to indemnify and keep indemnified the Lender, any Receiver and any attorney, agent or other person appointed by the Lender under this Debenture and the Lender's and any Receiver's officers and employees (each an "Indemnified Party") in respect of all costs, losses, actions, claims, expenses, demands or liabilities whether in contract, tort or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against, any of the Indemnified Parties (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising directly or indirectly out of or as a consequence of:

- 16.1 anything done or omitted in the exercise or purported exercise of the powers contained in this Debenture;
- 16.2 taking, holding, protecting, perfecting, preserving, releasing or enforcing (or attempting to do so) the security constituted by this deed;
- 16.3 any breach by the Chargor of any of its obligations under this Debenture; or
- 16.4 an Environmental Claim made or asserted against an Indemnified Party which would not have arisen if this Debenture had not been executed and which was not caused by the gross negligence or wilful default of the relevant Indemnified Party.

17. CURRENCY CONVERSION AND INDEMNITY

17.1 Conversion of currency

For the purpose of or pending the discharge of any of the monies and liabilities secured by this Debenture, the Lender may convert any monies received, recovered or realised by the Lender under this Debenture (including the proceeds of any previous conversion) from their existing currency into such other currency as the Lender may think fit and any such conversion shall be effected at the Lender's then prevailing spot selling rate of exchange for such other currency against the existing currency.

17.2 Currency indemnity

As a separate and independent obligation, the Chargor agrees to indemnify and hold harmless the Lender against any shortfall between any amount received or recovered by it in respect of any payment due under this Debenture and converted in accordance with Clause 17.1 (*Conversion of currency*) into the currency in which such amount was payable and the amount in such currency which was due and payable to the Lender under this Debenture.

18. NEW ACCOUNTS

If the Lender shall at any time receive actual or constructive notice of any charge or other interest affecting any part of the property charged under this Debenture then the Lender may open a new account or accounts for the Chargor and if the Lender does not do so then the Lender shall be treated as if it had in fact done so at the time when it received or was deemed to receive notice and as from that time all payments made by the Chargor to the Lender shall be credited or treated as having been credited to the new account and shall not operate to reduce the amount secured by this Debenture at the time when the Lender received or was deemed to have received such notice.

19. PRIOR CHARGES

19.1 Redemption of prior security

If there is any Security over any of the property charged by this Debenture which ranks in priority to this Debenture and any proceedings or steps are taken to exercise or enforce any powers or remedies conferred by such prior Security the Lender or any Receiver appointed under this Debenture in respect of such property may redeem such prior Security or procure its transfer to itself and may settle and pass the accounts of any prior mortgagee, chargee or encumbrancer.

19.2 Extension of powers and rights

Any account so settled and passed shall be conclusive and binding on the Chargor and all the principal, interest, costs, charges and expenses of and incidental to such redemption or transfer shall be secured on the property charged by this Debenture and all the powers conferred by any prior Security upon the encumbrancer or any receiver thereunder shall be exercisable by the Lender or a Receiver in like manner as if the same were expressly included in this Debenture.

20. FURTHER ASSURANCE

20.1 Further assurance

The Chargor shall at its own cost whenever requested by the Lender immediately take whatever action the Lender or any Receiver may reasonably require for:

- 20.1.1 creating, perfecting or protecting the security created or intended to be creating by this deed;
- 20.1.2 facilitating the realisation of the Secured Assets; or

- 20.1.3 facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any Secured Asset,

including, without limitation the execution of any mortgage, transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Secured Assets (whether to the Lender or to its nominee) and the giving of any notice, order or direction and the making of any filing or registration which, in any such case, the Lender may consider necessary or desirable

20.2 Certain documentary requirements

Such further Security, deeds, documents and assurances shall be prepared by or on behalf of the Lender at the expense of the Chargor and shall contain (a) an immediate power of sale without notice, (b) a clause excluding section 93 of the Law of Property Act 1925 and the restrictions contained in section 103 of the Law of Property Act 1925 and (c) such other clauses for the benefit of the Lender as the Lender may require.

21. SET-OFF

The Lender may at any time without notice, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of its then existing accounts wheresoever situate (including accounts in the name of the Lender or of the Chargor jointly with others), whether such accounts are current, deposit, loan or of any other nature whatsoever, whether they are subject to notice or not and whether they are denominated in sterling or in any other currency, and set-off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of the Secured Obligations which, to the extent not then payable, shall automatically become payable to the extent necessary to effect such set-off.

21.1 Purchase of currencies

For the purpose of this Clause 21 (*Set-off*), the Chargor authorises the Lender to purchase with the moneys standing to the credit of such accounts such other currencies as may be necessary to effect such applications.

22. COSTS AND EXPENSES

- 22.1 All costs and expenses incurred by the Lender in relation to this Debenture or the monies and liabilities secured by this Debenture including for the avoidance of doubt all amounts the Lender may from time to time require to compensate it for its internal management and administrative costs and expenses shall be reimbursed by the Chargor to the Lender on demand on a full indemnity basis and until so reimbursed shall carry interest in accordance with the provisions set out in Clause 2.2 (*Interest*) from the date of payment to the date of reimbursement and be secured on the property charged by this Debenture.

- 22.2 A certificate signed by the Lender as to the amount of such costs and expenses shall be conclusive and binding upon the Chargor.

23. MISCELLANEOUS

23.1 Time, indulgence and other matters

The Lender may without discharging or in any way affecting the security created by this Debenture or any remedy of the Lender grant time or other indulgence or abstain from exercising or enforcing any remedies, securities, guarantees or other rights which it may now or in the future have from or against the Chargor and may make any arrangement, variation or release with any person or persons without prejudice either to this Debenture or the liability of the Chargor for the monies and liabilities secured by this Debenture.

23.2 Severability

Each of the provisions in this Debenture shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes or is declared null and void, invalid, illegal or unenforceable in any respect under any law or otherwise howsoever the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

23.3 Remedies cumulative

No failure or delay on the part of the Lender to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

23.4 No waiver

No delay or omission on the part of the Lender in exercising any right or remedy under this Debenture shall impair that right or remedy or operate as or be taken to be a waiver of it nor shall any single, partial or defective exercise of any such right or remedy preclude any other or further exercise under this Debenture of that or any other right or remedy.

23.5 Statutory references

Any reference in this Debenture to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.

23.6 No liability as mortgagee in possession

Neither the Lender nor any Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Secured Assets or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever for which a mortgagee may be liable as such.

23.7 Recovery of Debts

Neither the Lender nor any Receiver shall have any liability or responsibility of any kind to the Chargor arising out of the exercise or non-exercise of the right to enforce recovery of the Debts or shall be obliged to make any enquiry as to the sufficiency of any sums received in respect of any Debts or to make any claims or take any other action to collect or enforce the same.

23.8 Stamp taxes

The Chargor shall pay all stamp, documentary, registration or other duties (including any duties payable by or assessed on the Lender) imposed on or in connection with this Debenture.

23.9 Value Added Tax

- 23.9.1 All fees, costs and expenses payable under or pursuant to this Debenture shall be paid together with an amount equal to any value added tax payable by the Lender in respect of the same to the extent that the Lender shall have certified (such certificate to be binding and conclusive on the Chargor) to the Chargor that it is not entitled to credit for such value added tax as input tax.
- 23.9.2 Any value added tax chargeable in respect of any services supplied by the Lender under this Debenture shall, on delivery of a value added tax invoice, be paid in addition to any sum agreed to be paid under this Debenture.

23.10 Execution as a Deed

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Lender.

23.11 Continuing security, etc.

This Debenture and the obligations of the Chargor under this Debenture shall:

- 23.11.1 secure the ultimate balance from time to time owing to the Lender in respect of the Secured Obligations and shall be a continuing security notwithstanding any intermediate payment, partial settlement or other matter whatsoever;
- 23.11.2 be in addition to, and not prejudice or affect, any present or future Collateral Instrument, Security, right or remedy held by or available to the Lender;
- 23.11.3 not merge with or be in any way prejudiced or affected by the existence of any such Collateral Instruments, Security, rights or remedies or by the same being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Lender dealing with, exchanging, releasing, varying or failing to perfect or enforce any of the same, or giving time for payment or indulgence or compounding with any other person liable; and
- 23.11.4 not in any way be prejudiced or affected by any amendment or supplement to, or novation of, any of the Facility Documents.

23.12 Waiver of defences

The Chargor's liability under this Deed in respect of any of the Secured Obligations shall not be discharged, prejudiced or otherwise adversely affected by:

- 23.12.1 any intermediate payment, settlement of account or discharge in whole or in part of the Secured Obligations;
- 23.12.2 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Lender may now or after the date of this deed have from or against the Chargor or any other person in connection with the Secured Obligations;
- 23.12.3 any act or omission by the Lender any other person in taking up, perfecting or enforcing any Security, indemnity, or guarantee from or against the Chargor or any other person;
- 23.12.4 any termination, amendment, variation, novation, replacement or supplement of or to any of the Secured Obligations;
- 23.12.5 any grant of time, indulgence, waiver or concession to the Chargor or any other person;
- 23.12.6 any insolvency, bankruptcy, liquidation, administration, winding up, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of the Chargor or any other person;
- 23.12.7 any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or Security held from, the Chargor or any other person in connection with the Secured Obligations;
- 23.12.8 any claim or enforcement of payment from the Chargor or any other person; or

23.12.9 any other act or omission which would not have discharged or affected the liability of the Chargor had it been a principal debtor or anything done or omitted by any person which, but for this provision, might operate to exonerate or discharge the Chargor or otherwise reduce or extinguish its liability under this Deed.

23.13 Collateral Instruments

The Lender shall not be obliged to make any claim or demand on the Chargor or any other person liable or to resort to any Collateral Instrument or other means of payment before enforcing this Debenture and no action taken or omitted in connection with any such Collateral Instrument or other means of payment shall discharge, reduce, prejudice or affect the liability of the Chargor. The Lender shall not be obliged to account for any money or other property received or recovered in consequence of any enforcement or realisation of any such Collateral Instrument or other means of payment.

23.14 Suspense accounts

Any money received pursuant to the realisation of any security created pursuant to this Debenture (whether before or after any Incapacity of the Chargor or any other person liable) may be placed to the credit of an interest-bearing suspense account with a view to preserving the rights of the Lender to prove for the whole of its respective claims against the Chargor or any other person liable or may be applied in or towards satisfaction of the Secured Obligations or held in such account for so long as the Lender or Receiver shall think fit

23.15 Settlements conditional

Any release, discharge or settlement between the Chargor and the Lender shall be conditional upon no right, security, disposition or payment to the Lender by the Chargor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to breach of duty of any person, bankruptcy, liquidation, administration, the protection of creditors or insolvency or for any other reason whatsoever and if such condition is not fulfilled the Lender shall be entitled to enforce this Debenture as if such release, discharge or settlement had not occurred and any such payment had not been made.

23.16 Chargor bound

The Chargor agrees to be bound by this Debenture notwithstanding that any person intended to execute or to be bound by this Debenture may not do so or may not be effectually bound and notwithstanding that any guarantees or charges contained in this Debenture may be terminated or released or may be or become invalid or unenforceable against the Chargor whether or not the deficiency is known to the Lender.

23.17 Statutory powers of leasing

During the continuance of this security the statutory and any other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by the Chargor in relation to the Secured Assets or any part thereof.

23.18 Section 93, LPA

Section 93 Law of Property Act 1925 shall not apply to the security created by this Debenture or to any security given to the Lender pursuant to this Debenture.

23.19 Reorganisation

This Debenture shall remain binding on the Chargor notwithstanding any change in the constitution of the Lender or its absorption in, or amalgamation with, or the acquisition of all or part of its undertaking by, any other person, or any reconstruction or reorganisation of any kind. The security granted by this Debenture shall remain valid and effective in all respects in favour of the Lender and any assignee, transferee or other successor in title of the Lender in the same manner as if such assignee, transferee or other successor in title had been named in this Debenture as a party instead of, or in addition to the Lender.

23.20 Unfettered discretion

Any liability or power which may be exercised or any determination which may be made under this Debenture by the Lender may be exercised or made in its absolute and unfettered discretion and it shall not be obliged to give reasons therefor.

23.21 Law of Property (Miscellaneous Provisions) Act 1989

Any provisions of any Facility Document or any other document relating to any disposition of an interest in land shall be deemed to be incorporated in this Debenture to the extent required for any purported disposition of the Secured Assets contained in this Debenture to constitute a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

23.22 Delegation of powers

The Lender shall be entitled, at any time and as often as may be expedient, to delegate all or any of the powers and discretions vested in it by this Debenture in such manner, upon such terms, and to such person as the Lender in its absolute discretion may think fit and such person shall have the same rights and obligations as it would have had if such person had been a party to the Facility Documents in place of the Lender.

24. ASSIGNMENTS AND TRANSFERS

24.1 Lender's right to transfer

24.1.1 The Lender may at any time (and without notice or consent) assign or transfer the benefit of this Debenture (or all or any of its rights under this Debenture) to any person and the expression "the Lender" shall include its successors and assigns.

24.1.2 The Lender shall be entitled to disclose any information to any actual or prospective assignee, successor or participant.

24.2 Chargor may not transfer

The Chargor may not assign or transfer the benefit or burden of this Debenture or all or any of its rights under this Debenture without the prior written consent of the Lender.

24.3 Receivers etc.

Any appointment or removal of a Receiver under Clause 10 (*Receivers*) and any consents under this Debenture may be made or given in writing signed or sealed by any successors or assigns of the Lender and accordingly the Chargor hereby irrevocably appoints each successor and assign of the Lender to be its attorney in the terms and for the purposes set out in Clause 15 (*Power of Attorney*).

25. NOTICES

25.1 Communications in writing

Any communication to be made under or in connection with this Debenture shall be made in writing in the English language and, unless otherwise stated, may be delivered personally, by first class pre-paid letter or other next working day delivery service, or sent by email.

25.2 Addresses and email addresses

The address (and the department or officer, if any, for whose attention the communication is to be made) and email address for any communication or document to be made or delivered under or in connection with this Debenture are set out in the Facility Agreement or under the execution block below in relation to each Party or any substitute address in the United Kingdom (or department or officer) or substitute email address as the Chargor or the Lender may notify to the other by not less than 5 Business Days' notice.

25.3 Delivery

25.3.1 Any communication or document made or delivered to the Chargor under or in connection with this Debenture will only be effective:

- a) if delivered by hand, when it has been left at the relevant address;
- b) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; or
- c) if sent by email, when received (or made available) in legible form.

25.3.2 Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer specified in Clause 0 above (or any substitute department or officer as it shall specify for this purpose).

25.3.3 Any communication or document which becomes effective, in accordance with Clause **Error! Reference source not found.** and Clause 25.3.1 above, on a day that is not a Business Day or after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following Business Day.

26. COUNTERPARTS

26.1 This Debenture may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all which when taken together shall constitute one and the same instrument.

26.2 In the case of a virtual closing/signing, each party shall circulate to its lawyers or the lawyers co-ordinating the closing (as agreed) an electronic copy of the final execution version of this Debenture together with an electronic copy of the execution page signed by that party with the originals to follow as agreed.

26.3 Where this Debenture is to be executed as a deed, the parties shall stipulate in any email sent pursuant to Clause 26.2 above, when delivery of their respective counterpart is or shall be deemed to take place.

26.4 One or more additional originals of this Debenture may be created by printing off the final version of this Debenture and attaching it to the electronic copy of the signed execution page or the "wet ink" execution page as the case may be.

27. THIRD PARTIES

27.1 Unless expressly provided to the contrary in this deed, a person who is not a party to this Debenture has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of it.

27.2 The consent of any person who is not a party to this Debenture is not required to rescind or vary this Debenture.

28. GOVERNING LAW AND ENFORCEMENT

28.1 Governing law

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

28.2 Jurisdiction of English courts

28.2.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute relating to the existence, validity or termination of this Debenture or any non-contractual obligation arising out of or in connection with this Debenture) (a "**Dispute**").

28.2.2 The Chargor agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly it will not argue to the contrary.

28.2.3 This Clause 28.2 (*Jurisdiction of English courts*) is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

IN WITNESS WHEREOF this Debenture has been executed and delivered as a deed by the parties hereto on the date stated at the beginning of this Debenture.

SCHEDULE 1

REAL ESTATE

The freehold property known as or being part of 173 Worsley Road, Worsley, M28 2SJ as registered at the Land Registry with title absolute under title number GM388885.

The leasehold property known as land on the South West side of Worsley Road, Swinton as registered at the Land Registry with title absolute under title number LA191795.

The leasehold property known as land on the North East side of Chatsworth Road, Swinton as registered at the Land Registry with title absolute under title number LA271543.

SCHEDULE 2
PLANT, MACHINERY AND EQUIPMENT

SCHEDULE 3
INTELLECTUAL PROPERTY RIGHTS

SCHEDULE 4

NOTICE AND ACKNOWLEDGEMENT – INSURANCE POLICY

PART 1

[TO BE PRINTED ON THE HEADED NOTEPAPER OF THE CHARGOR]

To: [insert name and address of the relevant insurer]

Date: [•]

Dear Sirs

[insert brief description of the relevant insurance policy]

1. We refer to the debenture dated [•] and granted by us as chargor (the "**Chargor**") in favour of Shawbrook Bank Limited (the "**Lender**") (the "**Debenture**").
2. We refer to the insurance policy effected by us as the policy holder, with you as the insurer relating to [insert brief description of relevant policy and risks covered], with policy number [•] and any policy that may be effected to renew, substitute or replace such insurance policy (the "**Insurance Policy**").
3. We give you notice that pursuant to the terms of the Debenture, we have assigned (and, to the extent not validly or effectively assigned, we have charged by way of fixed charge) to the Lender by way of security all of our rights and claims from time to time arising in relation to the Insurance Policy including the benefit of all claims arising and all money payable under the Insurance Policy.
4. With effect from the date of receipt of this notice, you shall:
 - 4.1 Immediately inform the Lender if we default in the payment of any premium or fail to renew the Insurance Policy and, pending receipt of instructions from the Lender, keep the Lender's interest in the Insurance Policy in full force and effect for the full amount insured and for the same risks, subject to any premium for any such period of extended cover being payable by the Lender on behalf of us;
 - 4.2 [not, as against the Lender, avoid the Insurance Policy or refuse any claims (with or without returning any premium paid), treat the Insurance Policy as if it had been entered into on different terms, reduce the amount to be paid on a claim or suspend your liability under the Insurance Policy, as a result of any non-disclosure, misrepresentation or breach of any policy term or condition on the part of any other insured party;]
 - 4.3 advise the Lender of any proposed cancellation of the Insurance Policy at least 30 days before the cancellation is due to take effect; and
 - 4.4 if, in relation to the Insurance Policy, the insurance cover is to be reduced or any insured risks are to be restricted, advise the Lender at least 30 days before the reduction or restriction is due to take effect.
5. You must not (without the Lender's prior written consent) exercise any right of set-off or counterclaim in relation to any amounts owed under or in connection with the Insurance Policy.

6. We irrevocably and unconditionally instruct and authorise you, without requiring further approval from us, to:
 - 6.1 promptly disclose to the Lender such information relating to the Insurance Policy as the Lender may at any time request; and
 - 6.2 provide the Lender with copies of all correspondence given to or received from us under the Insurance Policy promptly after it is given or received.
7. The authority and instructions contained in this notice cannot be revoked or varied by us without the prior written consent of the Lender.
8. This notice and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
9. Please acknowledge safe receipt of this notice within [*] days of receipt of this notice, by signing, dating and returning the attached acknowledgement directly to the Lender at Lutea House The Drive, Warley Hill Business Park, Great Warley, Brentwood, Essex, CM13 3BE, (marked for the attention of [insert name of individual and/or position]).

Yours faithfully

.....
Director/Authorised signatory
for and on behalf of [Chargor]

PART 2

FORM OF ACKNOWLEDGEMENT OF NOTICE OF ASSIGNMENT FROM INSURER

[TO BE PRINTED ON THE HEADED NOTEPAPER OF THE RELEVANT INSURER]

To: Shawbrook Bank Limited
Lutea House
The Drive
Warley Hill Business Park
Great Warley
Brentwood
Essex
CM13 3BE

FAO:

Copy to: [Chargor]

FAO:

Date: [•]

Dear Sirs

[insert brief description of the relevant insurance policy]

1. We acknowledge receipt of the notice of assignment dated [•] and sent to us by [Chargor] (the "Chargor") in connection with the insurance policy effected by the Chargor as the policy holder, with us as the insurer relating to [insert brief description of relevant policy and risks covered], with policy number [•] and any policy that may be effected to renew, substitute or replace such insurance policy (the "Insurance Policy") (the "Notice").
2. We hereby consent, notwithstanding any provision to the contrary in the Insurance Policy, to the assignment (and, to the extent not validly or effectively assigned, to the fixed charge) of the Insurance Policy under the Debenture (as defined in the Notice).
3. In consideration of your agreement to provide facilities to the Chargor, we accept the instructions and authorisations contained in the Notice and agree to comply with the terms of the Notice.
4. We also agree that you are entitled at any time to assign your rights under this acknowledgement to any party to whom you have assigned or otherwise transferred your rights under the Debenture.
5. We confirm that we have not received notice of any other assignment, charge or other third party interest whatsoever of or in any of the rights, title or interest of the Chargor under the Insurance Policy.
6. This acknowledgement and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

Yours faithfully

.....
Director/Authorised signatory
for and on behalf of [Insurer]

SCHEDULE 5
NOTICE AND ACKNOWLEDGEMENT – ACCOUNT BANK
PART 1

[TO BE PRINTED ON THE HEADED NOTEPAPER OF THE CHARGOR]

To: [insert name and address of third party account bank]

Date: [•]

Dear Sirs

Re: [details of bank account]

We refer to the debenture dated [•] entered into between us, in our capacity as chargor in favour of Shawbrook Bank Limited (the "**Limited**"), (the "**Debenture**").

We refer to the bank account which we hold with you designated the [name of bank account] with account number [account number] and sort code [sort code] (and any replacement account or subdivision or subaccount of that account) (the "**Bank Account**").

We give you notice of matters set out below:

1. We have charged by way of fixed charge all of our rights, title and interest from time to time in the Bank Account (including without limitation, all money at any time standing to the credit of the Bank Account, whether in Sterling or any other currency and whether in addition to or by way of renewal or replacement for any sums previously deposited or otherwise, together with all interest accruing from time to time in respect of such money and all present and future rights, claims and interests in and to such money), in favour of the Lender pursuant to the terms of the Debenture.
2. With effect from [the date of receipt of this notice OR the date you receive a written notice from the Lender that the security interests created by the Debenture are enforceable], we irrevocably and unconditionally instruct and authorise you to:
 - 2.1 disclose to the Lender such information relating to the Bank Account and the money standing to the credit of the Bank Account as the Lender may at any time request;
 - 2.2 hold the money standing to the credit of the Bank Account to the order of the Lender;
 - 2.3 pay or release all or any part of the money standing to the credit of the Bank Account in accordance with the written instructions of the Lender; and
 - 2.4 comply with the terms of any written notice, statement or instructions in any way relating to the Debenture and/or the Bank Account and/or the money standing to the credit of the Bank Account which you receive at any time from the Lender.
3. We are not permitted to withdraw or otherwise transfer the whole or any part of the money standing to the credit of the Bank Account without the prior written consent of the Lender.

We acknowledge that you may comply with the instructions set out in paragraph 2 above without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of any instructions, notices or statements from the Lender.

The authority and instructions contained in this notice cannot be revoked or varied by us without the prior written consent of the Lender.

This letter shall be governed by the laws of England and Wales.

Please kindly acknowledge safe receipt of this notice by signing and returning the acknowledgement enclosed, to the Lender (marked for the attention of [•] at Lutea House The Drive, Warley Hill Business Park, Great Warley, Brentwood, Essex, CM13 3BE) and sending a copy to us (marked for the attention of [•] at [address]).

Yours faithfully

.....
Director/Secretary
For and on behalf of [insert name of Chargor]

PART 2

FORM OF ACKNOWLEDGEMENT OF NOTICE OF CHARGE FROM ACCOUNT BANK

[TO BE PRINTED ON HEADED NOTEPAPER OF THIRD PARTY ACCOUNT BANK]

To: Shawbrook Bank Limited

Copy to: [insert name and address of Chargor]

Date: [•]

Dear Sirs

Re: [details of bank account]

We refer to the debenture dated [•] entered into between [insert name of Chargor], in its capacity as chargor (the 'Chargor') in favour of you, Shawbrook Bank Limited (the "Lender"), (the "Debenture").

We refer to the bank account maintained by the Chargor with us designated the [name of bank account] with account number [account number] and sort code [insert sort code] (and any replacement account or subdivision or subaccount of that account) (the "Bank Account").

We refer to and acknowledge receipt of the notice of charge dated [•] sent to us by the Chargor (the "Notice").

We accept the instructions and authorisations contained in the Notice and we undertake to act in accordance and comply with the terms of the Notice.

Furthermore, we acknowledge and confirm that:

1. we have not received notice of any other charge or other third party interest whatsoever of or in any of the rights, title or interest of the Chargor to the Bank Account or all or any money standing to the credit of the Bank Account;
2. we do not have and will not make or exercise any claims or demands, any rights of counterclaim, rights of set-off or any other rights against the Chargor in respect of the Bank Account or all or any money standing to the credit of the Bank Account;
3. we have not, as at the date of this acknowledgement, received any notice that any third party has or will have any right or interest whatsoever in or has made or will be making any claim or demand or taking any action whatsoever against the Bank Account or all or any money standing to the credit of the Bank Account;
4. we will not permit the Chargor to withdraw or otherwise transfer the whole or any part of the money standing to the credit of the Bank Account without your prior written consent.

We undertake that, in the event of us becoming aware at any time that any person or entity other than yourselves or the Chargor has or will have any right or interest whatsoever in or has or will be making any claim or demand or taking any action whatsoever against the Bank Account or all or any money standing to the credit of the Bank Account, we shall immediately give written notice of the terms of such right or interest claim or demand action to both yourself and the Chargor.

We have made the acknowledgements and confirmations and have given the undertakings set out in this letter in the knowledge that they are required by you in connection with the security, which has been constituted by the Chargor in your favour under the Debenture

This letter shall be governed by the laws of England and Wales.

Yours faithfully

Signed by [authorised signatory/signatories] for and on behalf of [third party bank]

.....

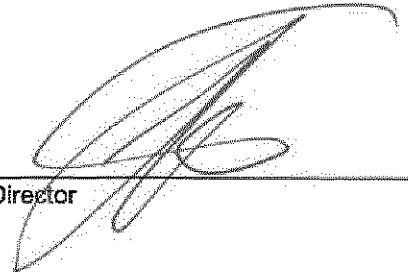
EXECUTION

The Chargor

**Executed as a Deed by
PRICE & SONS (CHESHIRE) LIMITED**
acting by a Director in the presence of:

)
)
)

Director



WITNESS DECLARATION

*I confirm that I was physically present when the
person named above signed this deed*

.....
Witness signature

.....
Witness full name

.....
Witness address:

CLYDE&CO

2 New Bailey Square | M3 5GS | UK

Tel: UK +44 161 236 2002

www.clydeco.com

.....
Witness occupation

Director

The Lender

LENDER

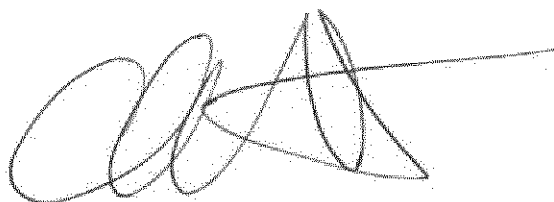
Signed by SHAWBROOK BANK LIMITED

acting by its authorised signatory *attorney*)

CHARLES BEZZANT)

Authorised signatory

Attorney



NOTICES:

Post:

Shawbrook Bank Limited, Business Finance, Sunderland, SR43 4AG

Email:

Devfundingteam@shawbrook.co.uk

For the attention of:

Managing Director, Development Finance