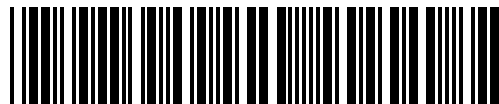




Registration of a Charge

Company Name: **HOMELESS OXFORDSHIRE LIMITED**

Company Number: **02164150**



Received for filing in Electronic Format on the: **23/09/2021**

XADNWNW

Details of Charge

Date of creation: **21/09/2021**

Charge code: **0216 4150 0002**

Persons entitled: **SOCIAL AND SUSTAINABLE HOUSING LP (ACTING THROUGH ITS
MANAGER, SOCIAL AND SUSTAINABLE CAPITAL LLP) AS LENDER**

Brief description: **NIL**

Contains floating charge(s) .

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 SAVE FOR MATERIAL REDACTED PURSUANT
TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by: **MARK DAVIS OF WEIL, GOTSHAL & MANGES (LONDON) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2164150

Charge code: 0216 4150 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st September 2021 and created by HOMELESS OXFORDSHIRE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd September 2021 .

Given at Companies House, Cardiff on 24th September 2021

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



SOCIAL and
SUSTAINABLE CAPITAL

Social and Sustainable Capital LLP
2nd Floor, Euston House
24 Eversholt Street
London NW1 1AD
020 3 874 3330
www.socialandsustainable.com

EXECUTION VERSION

DATED 21 September 2021

**(1) HOMELESS OXFORDSHIRE LIMITED
(as the Chargor)**

in favour of

**(2) SOCIAL AND SUSTAINABLE HOUSING LP (acting through its manager,
SOCIAL AND SUSTAINABLE CAPITAL LLP)
(as the Lender)**

FLOATING CHARGE OVER RENT ACCOUNT

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THIS DEED (this **Deed**) is dated 21 September 2021 and made between:

- (1) **Homeless Oxfordshire Limited** incorporated and registered in England and Wales with company number 02164150 whose registered office is at O'Hanlon House, Luther Street, Oxford, OX1 1UL (the "**Chargor**"); in favour of
- (2) **SOCIAL AND SUSTAINABLE HOUSING LP (acting through its manager, SOCIAL AND SUSTAINABLE CAPITAL LLP)**, registered in England and Wales with registered number LP020156 whose registered office is at 4th Floor, Reading Bridge House, George Street, Reading, RG1 8LS as lender (the "**Lender**").

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in the Facility Letter shall, unless otherwise defined in this Deed, have the same meaning when used in this Deed and in addition:

Business Day means a day when banks in the United Kingdom are open for business.

Charged Property means all the assets and undertakings of the Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Lender by or pursuant to this Deed.

Charges means all or any of the Security created or expressed to be created by or pursuant to this Deed.

Collateral Rights means all rights, powers and remedies of the Lender provided by or pursuant to this Deed or by law.

Drawdown Request has the meaning given to it in the Facility Letter.

Enforcement Event means an Event of Default which is continuing.

Facility Letter means the facility letter dated on or about the date of this Deed and made between (1) the Chargor as the borrower and (2) the Lender as the lender as amended, varied, novated or supplemented from time to time.

Finance Documents means the Facility Letter, the Security Documents, any Drawdown Request, and any other document designated as such by the Lender and the Chargor as the borrower (each, a **Finance Document**).

LPA means the Law of Property Act 1925.

Receiver means a receiver or receiver and manager or (where permitted by law) administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment.

Related Rights means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

Rent Account means any credit balance from time to time on the account maintained by the Chargor with Unity Trust Bank with account number 20444769 and sort code 60-83-01 (and any replacement account or subdivision or sub-account of that account) and all Related Rights.

Secured Obligations means all present and future obligations and liabilities of the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Finance Documents, together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities.

Secured Parties means the Lender and any Receiver (or delegate of any Receiver pursuant to the exercise of powers under Clause 20.2 (*Delegation*)).

1.2 Interpretation

In this Deed:

- 1.2.1 any reference to the "**Lender**", the "**Chargor**", the "**Secured Parties**" or any other person shall be construed so as to include its or their (and any subsequent) successors and any permitted transferees in accordance with their respective interests; and
- 1.2.2 (unless otherwise stated) references in this Deed to any Clause or Schedule shall be to a clause or schedule contained in this Deed.

1.3 Third party rights

- 1.3.1 Unless expressly provided to the contrary in this Deed a person who is not a party hereto has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.
- 1.3.2 Notwithstanding any term of this Deed, the consent of any person who is not a party hereto is not required to rescind or vary this Deed at any time.
- 1.3.3 Any Receiver may, subject to this Clause 1.3 and the Contracts (Rights of Third Parties) Act 1999, rely on any term of this Deed which expressly confers rights on it.

2. PAYMENT OF SECURED OBLIGATIONS

The Chargor undertakes to the Lender that it shall duly, unconditionally and promptly pay and discharge the Secured Obligations on any date that they become due and payable in the manner provided in the Finance Documents evidencing such Secured Obligations.

3. FLOATING CHARGE

3.1 The Chargor hereby charges by way of a first floating charge all of its right, title and interest from time to time in and to, in each case both present and future, the Rent Account.

3.2 The Lender may by notice to the Chargor convert the floating charge created by Clause 3.1 into a fixed charge as regards any of the Charged Property specified in that notice if:

3.2.1.1 an Event of Default is continuing;

3.2.1.2 the Lender considers any of the Charged Property to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy; or

3.2.1.3 the Lender reasonably considers that it is necessary in order to protect the priority of the security.

3.3 Notwithstanding Clause 3.2 above, the floating charge created by Clause 3.1 shall automatically be converted (without notice) with immediate effect into a fixed charge if:

3.3.1.1 the Chargor creates or attempts to create, without the prior written consent of the Lender, any Security (other than any security created pursuant to the Security Documents) over any of the Charged Property;

3.3.1.2 the Chargor disposes or attempts to dispose of all or any of its assets (other than as expressly permitted under the Facility Agreement);

3.3.1.3 any person levies or attempts to levy any distress, execution or other process or seizes any goods pursuant to any rent arrears recovery process, against any of the Charged Property which is not discharged within two Business Days;

3.3.1.4 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Chargor or an administrator is appointed to the Chargor; or

3.3.1.5 any person (who is entitled to do so) gives notice of its intention to appoint an administrator to the Chargor or files such a notice with the court.

3.4 Subject to Clause 3.5 below, the floating charge created by Clause 3.1 may not be converted into a fixed charge solely by reason of:

3.4.1.1 the obtaining of a moratorium;

3.4.1.2 anything done with a view to obtaining a moratorium; or

3.4.1.3 under Part A1 of the Insolvency Act 1986.

3.5 Clause 3.4 above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

3.6 The floating charge created by this Clause 3 (Floating Charge) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

4. PERFECTION OF SECURITY

4.1 Notices of charge: Rent Account

The Chargor shall, immediately following execution of this Deed and promptly upon the request of the Lender from time to time, in respect of the Rent Account, promptly deliver to the Lender (or procure delivery of) a notice of charge in the form set out in Schedule 1 (*Form of Notice of Charge of the Rent Account*) or such other form as the Lender shall agree or require duly executed by or on behalf of the Chargor and shall use reasonable endeavours to ensure that such notice is acknowledged by the relevant bank or financial institution with which the Rent Account is opened or maintained.

5. FURTHER ASSURANCE

5.1 Necessary action

The Chargor must promptly, its own expense, take all such action that the Lender, any Receiver or administrator may require for the purpose of the creation, perfection, protection, confirmation or maintenance of any security created pursuant to this Deed.

6. THE RENT ACCOUNT

6.1 Rent Account: notification and variation

The Chargor, during the subsistence of this Deed:

6.1.1 shall promptly deliver to the Lender on the date of this Deed (and, if any change occurs thereafter, on the date of such change), details of the Rent Account maintained by it with any bank or financial institution;

6.1.2 shall maintain the Rent Account; and

6.1.3 shall not, without the Lender's prior written consent, such consent not to be unreasonably withheld or delayed (save where there would be in the Lender's reasonable opinion a materially adverse effect on the security created under any Finance Document), permit or agree to any variation of the rights attaching to the Rent Account or close the Rent Account.

6.2 Rent Account: operation before an Enforcement Event

Prior to the occurrence of an Enforcement Event, the Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on the Rent Account, subject to the terms of the Facility Letter.

6.3 Rent Account: operation after an Enforcement Event

After the occurrence of an Enforcement Event, the Chargor shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on the Rent Account except with the prior consent of the Lender.

6.4 Rent Account: application of monies

Upon the occurrence of an Enforcement Event or this security otherwise becoming enforceable pursuant to Clause 7.1 (*Enforcement*), the Lender shall be entitled without notice to apply, transfer or set off any or all of the credit balances from time to time on the Rent Account in or towards the payment or other satisfaction of all or part of the Secured Obligations in accordance with Clause 11 (*Application of monies*).

6.5 Rent Account: representations

The Chargor represents to the Lender on the date of this Deed and on each day prior to the release of the security constituted by this Deed in accordance with Clause 15.1 (*Redemption of security*) that:

6.5.1 the Rent Account is the subject of an appropriate mandate in form and content reasonably satisfactory to the Lender which shall be irrevocable until such time as each of the Lender and the Chargor shall otherwise agree;

6.5.2 no party (other than the Lender) has any rights of set-off or counterclaim in respect of the Rent Account; and

6.5.3 none of the Accounts is the subject of any claim, assertion, right, action or other restriction or arrangement of whatever nature which does or may impinge upon the ownership of the Rent Account by the Chargor.

7. ENFORCEMENT OF SECURITY

7.1 Enforcement

At any time after the occurrence of an Enforcement Event, or if the Chargor requests the Lender to exercise any of its powers under this Deed, the security created by or pursuant to this Deed is immediately enforceable and the Lender may, without notice to the Chargor or prior authorisation from any court, in its absolute discretion:

7.1.1 enforce all or any part of that security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Charged Property and the Lender (or its nominee(s)) shall have an immediate and absolute power of sale or other disposition over the Charged Property; and

7.1.2 whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the LPA (as varied or extended by this Deed) on mortgagees and by this Deed on any Receiver or otherwise conferred by law on mortgagees or Receivers.

7.2 No liability as mortgagee in possession

Neither the Lender nor any Receiver shall be liable, by reason of entering into possession of a Charged Property, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

7.3 Right of appropriation

To the extent that any of the Charged Property constitutes "financial collateral" and this Deed and the obligations of the Chargor hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) (the "**Regulations**") or under such Regulation as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018) the Lender shall have the right, at any time after the security constituted by this Deed has become enforceable, to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be, in the case of cash, the amount standing to the credit of the Rent Account, together with any accrued but unposted interest, at the time the right of appropriation is exercised. The parties agree that the method of valuation provided for in this Deed shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

7.4 Effect of moratorium

The Lender shall not be entitled to exercise its rights under Clause 7.1 (*Enforcement*), Clause 9.1 (*Appointment and removal*) (other than Clause 9.1.5) or Clause 3 (Floating Charge) where the right arises as a result of an Event of Default occurring solely due to any person obtaining or taking steps to obtain a moratorium pursuant to Schedule A1 of the Insolvency Act 1986.

8. EXTENSION AND VARIATION OF THE LPA

8.1 Extension of powers

The power of sale or other disposal conferred on the Lender, its nominee(s) and any Receiver by this Deed shall operate as a variation and extension of the statutory power of sale under Section 101 of the LPA and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Deed.

8.2 Restrictions

Any restriction imposed by law on the power of sale (including under section 103 of the LPA) or the right of a mortgagee to consolidate mortgages (including under section 93 of the LPA) does not apply to this Charge.

8.3 Transfer of Security

8.3.1 At any time after the occurrence of an Enforcement Event, the Lender may:

- (a) redeem any prior security against any Charged Property; and/or
- (b) procure the transfer of any such security to itself; and/or
- (c) settle and pass the accounts of the prior mortgagee or chargee; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.

8.3.2 The Chargor shall pay to the Lender immediately on demand the costs and expenses incurred by the Lender in taking any action contemplated by Clause 8.3.1, including the payment of any principal or interest.

8.4 Suspense account

If the Charges are enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Lender (or any Receiver) may pay the proceeds of any recoveries effected by it into a suspense account.

9. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

9.1 Appointment and removal

After the occurrence of an Enforcement Event, or if a petition or application is presented for the making of an administration order in relation to the Chargor, or if any person who is entitled to do so gives written notice of its intention to appoint an administrator of the Chargor or files such a notice with the court or if requested to do so by the Chargor, the Lender may by deed or otherwise (acting through an authorised officer of the Lender), without prior notice to the Chargor:

- 9.1.1** appoint one or more persons to be a Receiver of the whole or any part of the Charged Property;
- 9.1.2** appoint two or more Receivers of separate parts of the Charged Property;
- 9.1.3** remove (so far as it is lawfully able) any Receiver so appointed;
- 9.1.4** appoint another person(s) as an additional or replacement Receiver(s); and
- 9.1.5** appoint one or more persons to be an administrator of the Chargor.

9.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 9.1 (*Appointment and removal*) shall be:

- 9.2.1** entitled to act individually or together with any other person appointed or substituted as Receiver;
- 9.2.2** for all purposes deemed to be the agent of the Chargor which shall be solely responsible for their acts, defaults and liabilities and for the payment of their remuneration and no Receiver shall at any time act as agent for the Lender; and
- 9.2.3** entitled to remuneration for their services at a rate to be fixed by the Lender from time to time (without being limited to the maximum rate specified by the LPA).

9.3 Statutory powers of appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Lender under the LPA (as extended by this Deed) or otherwise and such powers shall remain exercisable from time to time by the Lender in respect of any part of the Charged Property. Except as provided in Clause 7.4 (*Effect of moratorium*), any restriction imposed by law on the right of a mortgagee to appoint a receiver (including under section 109(1) of the LPA) does not apply to this Deed.

10. POWERS OF RECEIVER

Every Receiver shall (subject to any restrictions in the instrument appointing them but notwithstanding any winding-up or dissolution of the Chargor) have and be entitled to exercise, in relation to the Charged Property (and any assets of the Chargor which, when got in, would be Charged Property) in respect of which the Receiver was appointed, and as varied and extended by the provisions of this Deed (in the name of or on behalf of the Chargor or in their own name and, in each case, at the cost of the Chargor):

- 10.1.1** all the powers conferred by the LPA on mortgagors and on mortgagees in possession and on receivers appointed under the LPA;
- 10.1.2** all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- 10.1.3** all the powers and rights of an absolute beneficial owner and power to do or omit to do anything which the Chargor itself could do or omit to do; and
- 10.1.4** the power to do all things (including bringing or defending proceedings in the name or on behalf of the Chargor) which seem to the Receiver to be incidental or conducive to (a) any of the functions, powers, authorities or discretions conferred on or vested in them or (b) the exercise of the Collateral Rights

(including realisation of all or any part of the Charged Property) or (c) bringing to their hands any assets of the Chargor forming part of, or which when got in would be, Charged Property.

11. APPLICATION OF MONIES

All monies received or recovered by the Lender, its nominee(s) or any Receiver pursuant to this Deed or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the LPA) be applied in the following order of priority: (i) in the payment of the costs, charges and expenses incurred and payments made by the Receiver, the payment of their remuneration and the discharge of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of their powers under or in connection with this Deed; (ii) in the payment of amounts payable pursuant to the Facility Letter; and (iii) in payment of the surplus (if any) to the Chargor or other person entitled to it.

12. PROTECTION OF PURCHASERS

No person (including a purchaser) dealing with the Lender or a Receiver or its or his agents will be concerned to enquire:

- 12.1.1** whether the Secured Obligations have become payable;
- 12.1.2** whether any power which the Lender or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- 12.1.3** whether any money remains due under the Finance Documents; or
- 12.1.4** how any money paid to the Lender or to that Receiver is to be applied.

13. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of the Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of the Chargor under or pursuant to this Deed or generally for enabling the Lender or any Receiver to exercise the respective powers conferred on them under this Deed or by law. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause.

14. EFFECTIVENESS OF SECURITY

14.1 Continuing security

- 14.1.1** The Charges shall remain in full force and effect as a continuing security for the Secured Obligations unless and until the Secured Obligations have been

irrevocably and unconditionally discharged in full and the Lender has no further obligation to make any advance available to the Chargor pursuant to any Finance Document.

- 14.1.2** No part of the security from time to time intended to be constituted by this Deed will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

14.2 Remedies and waivers

No failure on the part of the Lender to exercise, or any delay on its part in exercising, any Collateral Right shall operate as a waiver of that Collateral Right, nor shall any single or partial exercise of any Collateral Right preclude any further or other exercise of that or any other Collateral Right.

14.3 No liability

None of the Lender, its nominee(s) or any Receiver shall be liable by reason of (a) taking any action permitted by this Deed or (b) any neglect or default in connection with the Charged Property or (c) taking possession of or realising all or any part of the Charged Property.

14.4 Partial invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

14.5 Immediate recourse

The Chargor waives any right it may have of first requiring any Secured Party (or the Lender or agent on its behalf) to proceed against the Chargor or any other person or enforce any other rights or security or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law or any provision of this Deed to the contrary.

14.6 Chargor intent

The Chargor expressly confirms that it intends that this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any

other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

15. RELEASE OF SECURITY

15.1 Redemption of security

Upon the Secured Obligations being irrevocably and unconditionally discharged in full and none of the Secured Parties being under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor or any other person under any of the Finance Documents, the Lender shall, at the request and cost of the Chargor, take whatever action is necessary to release and cancel the security constituted by this Deed and procure the reassignment to the Chargor of the property and assets assigned to the Lender pursuant to this Deed, in each case subject to Clause 15.2 (*Avoidance of payments*) and without recourse to, or any representation or warranty by, the Lender or any of its nominees.

15.2 Avoidance of payments

If the Lender considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws the liability of the Chargor under, and the security created by, this Deed shall continue and such amount shall not be considered to have been irrevocably paid.

16. SET-OFF

The Chargor authorises the Lender (but the Lender shall not be obliged to exercise such right) to set off against the Secured Obligations any amount or other obligation (contingent or otherwise) owing by the Lender to the Chargor and apply any credit balance to which the Chargor is entitled on any account with the Lender in accordance with Clause 11 (*Application of monies*) (notwithstanding any specified maturity of any deposit standing to the credit of any such account).

17. SUBSEQUENT SECURITY INTERESTS

If the Lender (acting in its capacity as trustee or otherwise) or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent security affecting all or any part of the Charged Property or any assignment or transfer of the Charged Property which is prohibited by the terms of this Deed or the Facility Letter, all payments made thereafter by or on behalf of the Chargor to the Lender (whether in its capacity as trustee or otherwise) or any of the other Secured Parties shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Obligations as at the time when the Lender received such notice.

18. ASSIGNMENT

The Lender may assign and transfer all or any of its rights and obligations under this Deed. The Lender shall be entitled to disclose such information concerning the Chargor and this Deed as the Lender considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.

19. NOTICES

The provisions of clause 17.3 (*Miscellaneous*) of the Facility Letter shall apply to this Deed.

20. DISCRETION AND DELEGATION

20.1 Discretion

After the security constituted by this Deed has become enforceable, any liberty or power which may be exercised or any determination which may be made under this Deed by the Lender or any Receiver may, subject to the terms and conditions of the Facility Letter, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

20.2 Delegation

Each of the Lender and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Deed (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise any subsequent delegation or any revocation of such power, authority or discretion by the Lender or the Receiver itself. Neither the Lender nor any Receiver shall be in any way liable or responsible to the Chargor for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

21. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

22. GOVERNING LAW

This Deed and all matters including non-contractual obligations arising out of or in connection with it are governed by English law.

23. JURISDICTION OF ENGLISH COURTS

23.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of, or connected with this Deed (including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Deed) (a "**Dispute**").

23.2 The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

23.3 Notwithstanding Clause 23.1 above, 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.

THIS DEED has been signed on behalf of the Lender and executed as a deed by the Chargor and is delivered by it on the date specified above.

SCHEDULE 1
FORM OF NOTICE OF CHARGE OF THE RENT ACCOUNT

To: [Account Bank]

Date: [●]

Dear Sirs

Re: Homeless Oxfordshire – Security over Bank Account

Name of Account

Account number and sort code

We hereby give you notice that we have charged to Social and Sustainable Housing LP (acting through its manager, Social and Sustainable Capital LLP) (the "**Lender**") pursuant to a floating charge entered into by us in favour of the Lender dated [●] 20[●] all of our right, title and interest in and to the accounts with you listed above (together, the "**Accounts**"), including all monies from time to time standing to the credit of such Accounts and the debts represented thereby.

We hereby irrevocably instruct and authorise you:

1. to credit to each Account all interest from time to time earned on the sums of money held in that Account;
2. to disclose to the Lender, without any reference to or further authority from us and without any liability or inquiry by you as to the justification for such disclosure, such information relating to the Accounts and the sums in each Account as the Lender may request you to disclose to it, and following receipt by you of a written notice from the Lender that a "Default" is continuing:
 - 2.1 to hold all sums from time to time standing to the credit of each Account to the order of the Lender;
 - 2.2 to pay or release all or any part of the sums from time to time standing to the credit of each Account only in accordance with the written instructions of the Lender; and
 - 2.3 to comply with the terms of any written notice or instructions in any way relating to the Accounts or the sums standing to the credit of any Account from time to time which you may receive at any time from the Lender without any reference to or further authority from us and without any liability or inquiry by you as to the justification for or validity of such notice or instructions.

By counter-signing this notice, the Lender confirms that we may make withdrawals from the Accounts in accordance with the terms of the Finance Documents until such time as the Lender

notifies you in writing that a Default is continuing and that such permission is withdrawn, whereupon we will not be permitted to withdraw any amounts from any Account without the prior written consent of the Lender.

These instructions cannot be revoked or varied without the prior written consent of the Lender.

This notice and all matters including non-contractual obligations arising out of or in connection with it are governed by English law.

Please confirm your acceptance of the above instructions by returning the attached acknowledgement to the Lender at 2nd Floor, Euston House, 24 Eversholt Street, London NW1 1AD.

Yours faithfully

.....
For and on behalf of
Homeless Oxfordshire Limited

Counter-signed by

.....
Social and Sustainable Housing LP (acting through its manager, Social and Sustainable Capital LLP)
The Lender

To: Social and Sustainable Housing LP
(acting through its manager, Social and Sustainable Capital LLP)
2nd Floor, Euston House, 24 Eversholt Street, London NW1 1AD

Date: [●]

Dear Sirs

Re: Homeless Oxfordshire Limited – Security over Bank Accounts

Name of Account

Account number and sort code

We confirm receipt of a notice dated [●] (the "**Notice**") from, amongst others, [*Chargor*] (the "**Company**") of a charge, upon the terms of a floating charge dated [●] 20[●], over all of the Company's right, title and interest in and to in the accounts in the name of the Company with us listed above (together, the "**Accounts**"), including all monies from time to time standing to the credit of such Accounts and the debts represented thereby.

We confirm that:

1. we accept the instructions and authorisations contained in the Notice and undertake to comply with its terms;
2. we have not received notice of the interest of any third party in any Account or in the sums of money held in any Account or the debts represented by those sums and we will notify you promptly should we receive notice of any third party interest;
3. we have not claimed or exercised, nor will we claim or exercise, any security or right of set-off, combination, consolidation, counterclaim or other right in respect of any Account, the sums of money held in any Account or the debts represented by those sums;
4. until you notify us in writing of the occurrence of an Event of Default and further confirm that withdrawals by the Company are prohibited, the Company may make withdrawals from the Accounts; upon receipt of such notice we will not permit any amount to be withdrawn from any Account except against the signature of one of your authorised signatories; and
5. we will not seek to modify, vary or amend the terms upon which sums are deposited in the Accounts without your prior written consent.

This letter and all matters including non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

By:.....

For and on behalf of

[*Account Bank*]

SIGNATURES

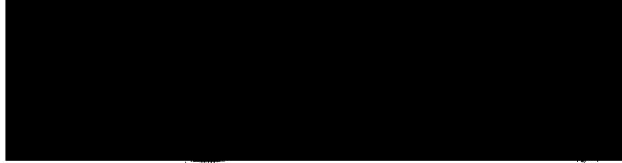
THE CHARGOR

HOMELESS OXFORDSHIRE LIMITED

EXECUTED as a DEED

By:

)
)



Signature of Director

ISABELLE PITT

Name of Director

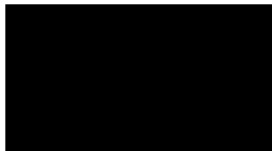
in the presence of

Signature of witness

Name of witness

Address of witness

Occupation of witness



EWAN SMITH

CHRIST CHURCH

OXFORD

UNIVERSITY

THE LENDER

SOCIAL AND SUSTAINABLE HOUSING LP (acting through its manager, SOCIAL AND SUSTAINABLE CAPITAL LLP)

By:

)



.....
Signature of Authorised Signatory

STUART SWEENEY

.....
Name of Authorised Signatory