



**Registration of a Charge**

Company name: **CHANCEFIELD LIMITED**

Company number: **02572765**



X9H5476W

Received for Electronic Filing: **04/11/2020**

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**Details of Charge**

Date of creation: **21/10/2020**

Charge code: **0257 2765 0001**

Persons entitled: **NSS TRUSTEES LIMITED (04141920)**  
**JULIAN PHILIP KEMBLE**  
**PAMELA JOY KEMBLE**  
**MICHAEL MELVYN KEMBLE**

**There are more than four persons entitled to the charge.**

Brief description:

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

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

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**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: **NSS LEGAL LIMITED (NIKKI BENSOOR)**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 2572765

Charge code: 0257 2765 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st October 2020 and created by CHANCEFIELD LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th November 2020 .

Given at Companies House, Cardiff on 5th November 2020

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

21 October 2020

**CHARGE OVER SHARES**

between

**CHANCEFIELD LIMITED**

and

**THE TRUSTEES OF THE KEMBLE ESTATES LIMITED 1982 PENSION FUND**

**NSS LEGAL LIMITED**

Roman House  
296 Golders Green Road  
London  
NW11 9PY

LKEM005

I confirm that I have seen the original document,  
of which I certify this is a true copy.

*NSS Legal Limited* **Date:**

27/10/2020

NSS Legal Limited, Roman House,  
296 Golders Green Road, London, NW11 9PY

This deed is dated 21 October 2020

**Parties**

- (1) **CHANCEFIELD LIMITED** incorporated and registered in England and Wales with company number 02572765 whose registered office is at Summit House 170 Finchley Road London NW3 6BP (Chargor).
- (2) **JULIAN PHILIP KEMBLE** and **PAMELA JOY KEMBLE** both of 13 Beaulieu House 93 Holders Hill Road London NW4 1JY and **MICHAEL MELVYN KEMBLE** and **AMANDA KEMBLE** both of Bar Ilan 32a Flat 7 Ra'anana 4370127 Israel and **NSS TRUSTEES LIMITED** (Company Number: 04141920) whose Registered Office is at Roman House 296 Golders Green Road London NW11 9PY (Lender).

**BACKGROUND**

- (A) The Lender has agreed, to make available a loan facility to the Company on the terms and conditions set out in the Loan Agreement (as defined below).
- (B) It is a condition precedent to the availability of the loan facility that the Chargor enters into this Deed for the purpose of providing security in favour of the Lender in respect of the Secured Obligations (as defined below).

**IT IS AGREED** as follows

**1. Definitions and Interpretation**

**1.1. Definitions**

In this Deed, unless otherwise provided:

<b>Business Day</b>	<i>means a day, other than a Saturday, Sunday or public holiday, on which banks are open for business in London;</i>
<b>Company</b>	Kemble Estates Limited, a company incorporated in England and Wales with registered number 02557101, whose registered office is at Summit House 170 Finchley Road London NW3 6BP
<b>Event of Default</b>	means an act as defined by the Loan Agreement in clause (2) (e)
<b>Finance Documents</b>	means:  (a) the Loan Agreement;

	and
	(b) any other document that the Chargor and Lender agree is a Finance Document;
<b>Legal Reservations</b>	means: <ul style="list-style-type: none"> <li>(a) the principle that the granting or not of equitable remedies is at the discretion of a court;</li> <li>(b) the time barring of claims under any limitation acts in any jurisdiction; and</li> <li>(c) any other principles of law applicable to companies generally.</li> </ul>
<b>LPA 1925</b>	means the Law of Property Act 1925;
<b>Loan Agreement</b>	means the loan agreement entered into on <u>21 October</u> 2020 between the Company as borrower and the Lender as lender;
<b>Party</b>	means a party to this Deed;
<b>Receiver</b>	means any receiver appointed under this Deed or pursuant to any applicable law, whether alone or jointly, and includes a receiver and/or manager;
<b>Related Rights</b>	means all of the present and future rights to: <ul style="list-style-type: none"> <li>(a) dividends, distributions, interest and other income from the Secured Assets;</li> <li>(b) allotments, rights, money or property arising from the Secured Assets by way of conversion, exchange, redemption, bonus, preference, option or otherwise;</li> <li>(c) stock, shares and securities offered in addition to or substitution for the Secured Assets; and</li> </ul>

	(d) proceeds of, or from, the disposal of, or other dealing with, any Secured Assets;
<b>Secured Assets</b>	two million seven hundred and fifty thousand (2,750,000) £1.00 (One Pound) Ordinary Shares in the Company
<b>Secured Obligations</b>	means all present and future obligations and liabilities (whether actual or contingent, whether incurred alone, jointly or severally, whether as principal or surety and/or in any other capacity whatsoever and regardless of how they arise) owed by the Chargors to the Lender under or in connection with the Finance Documents together with all losses, costs, charges, expenses and liabilities including interest incurred by the Lender on them in connection with the protection, preservation or enforcement of its rights under the Finance Documents or any other document evidencing or securing any such liabilities;
<b>Security Interest</b>	means any charge, pledge, mortgage, lien or other security interest securing any obligations of any person or any other arrangement of any type whatsoever having the effect of conferring security or a similar effect;
<b>Security Period</b>	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;
<b>VAT</b>	means United Kingdom value added tax (together with any replacement or equivalent tax)

## **1.2. Incorporation of Loan Agreement definitions**

Unless defined otherwise in this Deed, or the context requires otherwise, all words or expressions defined in the Loan Agreement have the same meaning in this Deed.

## **1.3. Interpretation**

1.3.1. In this Deed, unless the context otherwise requires:

- 1.3.1.1. words in the singular include the plural and vice versa;
- 1.3.1.2. including means including without limitation;
- 1.3.1.3. where an act is required to be performed promptly, it must be performed as soon as reasonably possible from the moment when the act could reasonably have been performed, having regard to all of the circumstances;
- 1.3.1.4. a time of day is a reference to London time;
- 1.3.1.5. a reference to any Party shall be construed as including, where relevant, successors in title to that Party, and that Party's permitted assigns and transferees (if any);
- 1.3.1.6. a reference to a person includes individuals, unincorporated bodies, government entities, companies and corporations;
- 1.3.1.7. a reference to a Clause is to a clause of this Deed;
- 1.3.1.8. reference to this Deed, any other Finance Document or any other agreement is a reference to that document as amended, novated, supplemented, restated or replaced from time to time in accordance with its terms; and
- 1.3.1.9. references to legislation include any modification or re-enactment of such legislation or any part of it.

1.3.2 A reference to this Deed includes its Schedules, which form part of this Deed

1.3.3 The table of contents and any Clause, title or other headings in this Deed are included for convenience only and shall have no effect on the interpretation of this Deed

1.3.4 An Event of Default is "continuing" if it has not been waived in writing by the Lender.

## **1.4. Incorporation of Loan Agreement terms**

All relevant clauses of the Loan Agreement apply to this Deed and shall be treated as if they were expressly incorporated into and set out in full in this Deed.

#### **1.5. Third party rights**

1.5.1. Except as expressly provided for in this Deed, a person who is not a Party (other than a Receiver or any of their delegates or sub-delegates) shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Deed.

1.5.2. The Parties may terminate or rescind this Deed, or agree to any variation, waiver or settlement in connection with it, without the consent of any third party, whether or not it extinguishes or alters any entitlement they may have to enforce any of the provisions of this Deed.

#### **2. Covenant to pay**

The Chargor covenants with the Lender that it shall, on written demand by the Lender, pay and discharge all the Secured Obligations when due, (together with all interest, fees, costs and expenses charged by or incurred by the Lender in connection with the Chargor's obligations to pay and discharge the Secured Obligations).

#### **3. Fixed charge and Floating Charges**

##### **3.1. Fixed charge**

The Chargor, with full title guarantee, charges by way of fixed charge in favour of the Lender, as security for the payment and discharge of the Secured Obligations, all of the Chargor's rights, title and interest from time to time in and to:

3.1.1. the Secured Assets; and

3.1.2. the Related Rights arising in connection with the Secured Assets.

##### **3.2. Floating Charge**

3.2.1. The Chargor, with full title guarantee, charges by way of floating charge in favour of the Lender as security for the payment and discharge of the Secured Obligations, all of its present and future assets (except to the extent that those assets are for the time being effectively charged by way of the fixed charge in Clause 3.1).

3.2.2. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by Clause 3.3

#### **4. Representations and warranties**

4.1. The Chargor makes the following representations and warranties to and for the benefit of the Lender on the date of this Deed and acknowledges that the Lender has entered into the Finance Documents in reliance on such representations and warranties:

- 4.1.1. subject to the Legal Reservations, this Deed creates the Security Interests that it purports to create and each such Security Interest constitutes a legal, valid and effective Security Interest with first ranking priority;
- 4.1.2. no Security Interest subsists over any of the Secured Assets except for the Security Interests created by or pursuant to this Deed and no person holds an interest in any of the Secured Assets other than the Lender under this Deed;
- 4.1.3. it is the sole legal and beneficial owner of all of the Secured Assets and on it acquiring any property forming part of the Secured Assets, it will be the sole legal and beneficial owner of that property;
- 4.1.4. the Secured Assets are duly authorised, validly issued, fully called up, fully paid and not subject to any option to purchase or similar right;
- 4.1.5. any transfer of any of the Secured Assets as a result of the creation or enforcement of this Deed is and will not be restricted in any way by the constitutional documents of the Company; and
- 4.1.6. it has not made any nomination under section 145 of the Companies Act 2006 (CA 2006) in connection with any of the Secured Assets.

## 5. Undertakings

- 5.1. The undertakings in this Clause 5 (Undertakings) remain in effect throughout the Security Period.
- 5.2. The Chargor must:
  - 5.2.1. maintain, preserve, protect and keep good and marketable title to all of the Secured Assets;
  - 5.2.2. maintain and preserve the Security Interests created by or pursuant to this Deed and the first-ranking priority of such Security Interests;
  - 5.2.3. promptly pay when due all calls on any of its Secured Assets that, despite Clause 4.1.5, are not fully paid; and
  - 5.2.4. provide the Lender with any notices, reports, accounts, circulars and other documents relating to the Secured Assets promptly when they are received OR the Lender requires.
- 5.3. The Chargor must not:
  - 5.3.1. create or permit to subsist any Security Interest over any of the Secured Assets other than the Security Interests created by or pursuant to this Deed;
  - 5.3.2. either in a single transaction or in a series of transactions sell, transfer, grant any option in respect of or otherwise dispose of all or any part of the Secured Assets or agree or attempt to do so;

5.3.3. make any nomination under section 145 of the Companies Act 2006 in connection with any of the Secured Assets

5.3.4. convert any of the Secured Assets from certificated to uncertificated form

5.3.5. cause or permit any of the Secured Assets to be consolidated, sub-divided or converted and must take such action as the Lender may direct in respect of any proposed compromise, arrangement, capital organisation, conversion, exchange, repayment or takeover offer affecting any of the Secured Assets or any proposal to vary or abrogate any rights attaching to any of the Secured Assets;

5.3.6. permit any document relating to the Secured Assets or the articles of association of the Company to be amended or modified in any way that would be adverse to the interests of the Lender or adversely affect the Security Interests created, or purported to be created, by or pursuant to this Deed; or

5.3.7. exercise any voting or other rights in respect of the Secured Assets in any way that is likely to prejudice the value of the Secured Assets or otherwise jeopardise the Security Interests created, or purported to be created by or pursuant to this Deed.

## **6. Voting rights, dividends and interest**

### **6.1. Before this Deed becomes enforceable**

Subject to the Loan Agreement, unless and until the Security Interests created by or pursuant to this Deed become enforceable:

6.1.1. all voting and other rights (including the right to receive dividends, distributions and interest) attaching to any of the Secured Assets shall continue to be exercised by the Chargor; and

6.1.2. the Chargor shall be free to deal with all the dividends, distributions and interest and other money paid on the Secured Assets.

### **6.2. After this Deed becomes enforceable**

At any time after the Security Interests created by or pursuant to this Deed become enforceable:

6.2.1. the Lender or its nominee may, in the name of the Chargor or otherwise and without any further consent or authority on the part of the Chargor, exercise any or all voting and other rights attaching to the Secured Asset and any rights attaching to the Secured Asset to nominate or remove a director, as if the Lender or its nominee were the sole beneficial owner of the Secured Assets

6.2.2. all the Related Rights shall, if received by the Chargor or its nominee, be held on trust for, and shall be paid or transferred to the Lender or its nominee

6.2.3. the Chargor must, and must procure that its nominees will, accept short notice for and attend any meeting of the holders of any of the Secured Assets, appoint proxies

and exercise voting and other rights and powers exercisable by the holders of the Secured Assets as the Lender or its nominee may direct from time to time; and

6.2.4. the Lender or its nominee may without notice to the Chargor:

- (a) deal with the documents referred to in Clause 7.1 and complete the transfers of any of the Secured Assets as if it was the absolute and unencumbered owner of such Secured Asset; and
- (b) in exercising a power of sale, deliver the documents referred to in clause 7.1 to a purchaser of the Secured Assets to which they relate

## **7. Perfection of security**

### **7.1. Title documents**

The Chargor must

7.1.1. immediately upon the execution of this Deed, deposit with the Lender, the share certificates evidencing title to each of the Secured Assets.

### **7.2. Document delivery and other steps to perfect security**

7.2.1. The Chargor must immediately upon the execution of this Deed, execute and deliver to the Lender (at the Chargor's expense) in such form and substance as the Lender may reasonably require:

- (a) all documents required to perfect the Security Interests created, or purported to be created, by or pursuant to this Deed (including any documents required in connection with any registration formalities); and
- (b) stock transfer forms or other instruments of transfer (executed by the Chargor with the details of the transferee and the date left blank) in relation to the each of the Secured Assets.

7.2.2. The Chargor must take all such other action as is available to it as may be necessary or as may reasonably be requested by the Lender to create, perfect, protect or maintain any of the Security Interests created, or purported to be created, by or pursuant to this Deed or to vest title to any Secured Asset in the Lender or its nominee or any purchaser, or to facilitate the realisation of any Secured Asset under this Deed or the exercise of any of the rights, powers and remedies of the Lender provided by or pursuant to this Deed or by law, including making all filings and registrations with and paying all taxes and duties (including all stamp duties) to the appropriate authorities (including Companies House).

## **8. Further assurance**

8.1. The Chargor must, if requested by the Lender, execute in favour of the Lender (or as the Lender directs) such further legal or other assignments or mortgages of, or charges on, the Secured Assets as the Lender requires to secure the payment and discharge of the Secured Obligations.

- 8.2. The assignments, mortgages or charges shall be prepared by or on behalf of the Lender at the cost of the Chargor, and shall contain such provisions as the Lender may require.

**9. Enforcement**

- 9.1. The Security Interests, created by or pursuant to this Deed shall become immediately enforceable at any time after the occurrence of an Event of Default.
- 9.2. After the Security Interests created by or pursuant to this Deed have become enforceable, the Lender may in its absolute discretion enforce all or any part of this Deed in any manner it sees fit.
- 9.3. Without limiting the generality of the foregoing, at any time after the Security Interests created by or pursuant to this Deed have become enforceable, the Lender may appoint an administrator of the Chargor pursuant to Schedule B1 to the Insolvency Act 1986 (IA1986).

**10. Right of appropriation**

To the extent that the provisions of the Financial Collateral Arrangements (No.2) Regulations 2003, SI 2003/3226 apply to a Secured Asset, the Lender shall have the right to appropriate all or any part of that Secured Asset in or towards the payment or discharge of the Secured Obligations. For this purpose, a commercially reasonable method of valuing a Secured Asset shall be:

- 10.1. In the case of cash, the amount standing to the credit of the relevant bank account, together with any accrued interest, at the time of appropriation;
- 10.2. in the case of any other Secured Asset, its market value determined by the Lender by reference to a public index, independent valuation or by such other process as the Lender may select.

**11. Appointment and powers of a Receiver**

**11.1. Appointment of a Receiver**

At any time:

11.1.1. the Security Interests created by or pursuant to this Deed have become enforceable;

or,

11.1.2. if so requested by the Chargor

the Lender may appoint by writing any person to be a Receiver of all or any part of the Secured Assets

**11.2. Powers of Receivers joint and several**

Where more than one Receiver is appointed, they shall have power to act separately unless the Lender in the appointment specifies to the contrary.

**11.3. Remuneration of Receiver**

The Lender may from time to time determine the remuneration of the Receiver.

**11.4. Power of the Lender to remove Receiver**

The Lender may, subject to section 45 of the Insolvency Act 1986, remove the Receiver from the assets of which they are Receiver.

**11.5. Further appointment**

The appointment of a Receiver shall not preclude:

11.5.1. the Lender from making any subsequent appointment of a Receiver over all or any of the Secured Assets over which a Receiver has not previously been appointed or has ceased to act; or

11.5.2. a Receiver, while continuing to act, consenting to the appointment of an additional Receiver to act with it.

**11.6. Status of Receiver as agent**

A Receiver shall be the agent of the Chargor and the Chargor shall be solely liable for the Receiver's acts, defaults and remuneration, unless and until the Chargor goes into liquidation after which the Receiver shall act as principal and shall not become the agent of the Lender

**11.7. Powers of Receiver**

A Receiver shall have and be entitled to exercise in relation to the Chargor all the powers set out in Schedule 1 to the Insolvency Act 1986, and in particular, by way of addition and without limiting such powers, and without prejudice to the powers of the Lender, a Receiver shall have power either in their own name or in the name of the Chargor:

11.7.1. in connection with any sale or other disposition of the Secured Assets, to receive the consideration for the sale in a lump sum or in instalments and to receive shares by way of consideration;

11.7.2. to grant options or any other interests in the Secured Assets;

11.7.3. to exercise any voting rights belonging to the Chargor;

11.7.4. to do all other acts and things which they may consider desirable or necessary for realising the Secured Assets or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed; and

11.7.5. to exercise in relation to any of the Secured Assets all the powers, authorities, and things which they would be capable of exercising if they were the absolute beneficial owner of the Secured Asset

#### **11.8. Limitation on Lender's liability**

Neither the Lender nor any Receiver shall be liable:

11.8.1. For any loss, however caused, arising out of

- (a) any sale or other disposal of any of the Secured Asset and whether or not a better price could or might have been obtained by deferring or advancing the date of such sale or other disposal
- (b) the exercise of or failure to exercise any of the Lender's powers under this Deed; or
- (c) to account as mortgagee in possession for any of the Secured Assets

#### **11.9.**

Section 109 of LPA 1925 shall not apply to this Deed

#### **12. Power of Attorney**

##### **12.1. Power of Attorney**

The Chargor, by way of security, irrevocably appoints the Lender (whether or not a Receiver has been appointed) and any Receiver separately, to be the attorney of the Chargor with full power to appoint substitutes and to delegate, for the Chargor in its name and on its behalf, and as its act and Deed or otherwise, to execute, deliver and otherwise perfect any document, or perform any act:

12.1.1. that may be required of the Chargor under this Deed and that the Chargor has failed to do within 14 days of being notified by the Lender that it is required; or

12.1.2. that may be deemed by the attorney necessary or desirable for any purpose of this Deed (including, after the Security Interests created by or pursuant to this Deed have become enforceable, to transfer legal ownership of any of the Secured Assets).

##### **12.2. Ratification**

Without prejudice to the generality of clause 12.1 (Power of attorney), the Chargor covenants with the Lender and separately with any Receiver to ratify:

12.2.1. all transactions entered into by any attorney in the proper exercise of its powers in accordance with this Deed; and

12.2.2. all transactions entered into by any attorney in signing, sealing or delivering any deed, assurance or document perfecting any Security Interest or performing any act, in each case in the proper exercise of its powers in accordance with this Deed.

**13. Lender may exercise Receiver's powers**

All powers of a Receiver conferred by this Deed may be exercised by the Lender after the Security Interests created by or pursuant to this Deed have become enforceable, whether as attorney of the Chargor or otherwise, and whether or not a Receiver has been appointed.

**14. Statutory power of sale to arise on execution**

Section 103 of LPA 1925 shall not apply to this Deed, but the statutory power of sale shall, as between the Lender and a purchaser from the Lender, arise on, and be exercisable at any time after, the execution of this Deed. However, the Lender shall not exercise such power of sale until the Security Interests created by or pursuant to this Deed become enforceable, or a Receiver has been appointed, but this provision shall not affect a purchaser or require a purchaser to ask whether a demand or appointment has been made.

**15. Protection of third parties**

15.1. No person (including a purchaser) dealing with the Lender or any Receiver or any of their respective nominees or agents, shall be concerned to enquire:

15.1.1. whether the Security Interests created by or pursuant to this Deed have become enforceable;

15.1.2. whether any Receiver is validly appointed or acting within its powers;

15.1.3. whether any power exercised or purported to be exercised has become exercisable;

15.1.4. whether any of the Secured Obligations remain due;

15.1.5. as to the necessity or expediency of any stipulations or conditions subject to which the sale of any Secured Asset is made, or otherwise as to the propriety or regularity of the sale of any Secured Asset; or

15.1.6. how any money paid to the Lender or a Receiver, or their respective nominees or agents, is applied.

**16. Consolidation of mortgages**

The restrictions on consolidation of mortgages contained in section 93 of LPA 1925 shall not apply to this Deed.

**17. Rights of Lender or Receiver to remedy breach**

If the Chargor defaults in its performance of any of the undertakings under clause 5 (Undertakings) or other obligations in this Deed, the Lender or any Receiver may (but shall not be obliged to) do whatever may be necessary to rectify the default or to protect the Lender's interest under this Deed at the expense of the Chargor

## **18. Application of money received by the Lender or a Receiver**

### **18.1. Application of recoveries**

Any money received under this Deed shall, subject to the discharge of any prior-ranking claims, be paid or applied in the following order of priority:

18.1.1. In payment the remuneration of the Receiver and the costs of realisation incurred by the Lender and/or the Receiver including all costs, charges and expenses of or incidental to any exercise of any power conferred by this Deed;

18.1.2. in or towards the payment of any debts or other amounts which are by statute made payable in preference to the Secured Obligations, to the extent that such debts or other amounts are made so payable;

18.1.3. in or towards satisfaction of the Secured Obligations in such order as the Lender determines, in its absolute discretion; and

18.1.4. as to the surplus, if any, to the Chargor or to any other person or persons entitled to it.

### **18.2. Credit to a suspense account**

The Lender may, in its absolute discretion on or at any time or times after demand and pending the payment to the Lender of the whole of the Secured Obligations, place and keep to the credit of an interest-bearing separate or suspense account any money received, recovered or realised by the Lender under or in connection with this Deed for so long and in such manner as the Lender may determine without any intermediate obligation on its part to apply the same or any part of such money in or towards the discharge of any of the Secured Obligations.

## **19. Default interest**

If the Chargor fails to make any payment due under this Deed on its due date, interest on the unpaid amount shall accrue daily, at 2% above the rate specified in, and in accordance with, the Loan Agreement and the Chargor undertakes to pay any such interest to the Lender immediately on demand by the Lender.

## **20. Costs, expenses and indemnity**

20.1. The Chargor must, within 5 (five) Business Days of demand by the Lender, pay to the Lender all reasonable costs and expenses (including legal fees) together with VAT on such amounts incurred by the Lender arising at any time in connection with:

20.1.1. the negotiation, preparation, execution or perfection of this Deed (or the Security Interests created by it) including pursuant to Clauses 7 (Perfection of security) and 8 (Further assurance); and/or

20.1.2. responding to, considering or implementing any request for a consent, amendment or waiver to this Deed.

20.2. The Chargor must, within 5 (five) Business Days of demand by the Lender, pay to the Lender on a full indemnity basis all costs, losses and liabilities (including legal fees) together with VAT on such amounts incurred by or on behalf of the Lender arising at any time as a result of or in connection with:

20.2.1. the occurrence of an Event of Default; or

20.2.2. the preservation and/or enforcement of any of the rights of the Lender under this Deed

## **21. Payments**

21.1. All sums payable by the Chargor under this Deed must be paid in Sterling in full without any set-off counterclaim and in cleared funds no later than 11 am on the day in question to such account as the Lender may have specified for this purpose

21.2. Where the day on or by which any payment is to be made is not a Business Day, that payment must be made on or by the preceding Business Day.

## **22. Currency indemnity**

22.1. The Chargor must, as an independent obligation, indemnify the Lender against any loss or liability which the Lender incurs as a consequence of

22.1.1. the Lender receiving an amount in respect of the Chargor's liability under this Deed; or

22.1.2. the liability being converted into a claim, proof, judgment or order in a currency other than Sterling

22.2. Unless otherwise required by law, the Chargor waives any right it may have in any jurisdiction to pay any amount under this Deed in a currency other than Sterling.

## **23. Information**

The Lender may from time to time seek from any other creditor or provider of finance to the Chargor such information about the Chargor and its affairs as the Lender may think fit and the Chargor directs such third party to provide such information to the Lender

## **24. Transfers**

### **24.1. Right of Lender to transfer**

The Lender is entitled at any time to assign its rights or otherwise transfer all or any part of its rights or obligations under this Deed to any party to whom it has assigned its rights or otherwise transferred its rights or obligations under the Loan Agreement.

### **24.2. No right of Chargors to transfer**

The Chargor is not entitled to assign its rights or otherwise transfer all or any part of its rights or obligations under this Deed.

#### 24.3. Disclosure

The Chargor Irrevocably authorises the Lender to disclose any information concerning the Chargor, this Deed or the Secured Obligations to:

- 24.3.1. any prospective assignee or transferee referred to in Clause 24.1 (Right of Lender to transfer) and any other person considered by the Lender to be concerned in the prospective assignment or transfer; and
- 24.3.2. any person who, as part of the arrangements made in connection with any transaction referred to in Clause 24.1 (Right of Lender to transfer), requires such information after the transaction has been effected.

#### 25. Notices

25.1. Any notice or other communication given by a party under this Deed must

- 25.1.1. be in writing and in English; and
- 25.1.2. be signed by or on behalf of the party giving it

25.2. Notices will be sent to:

- 25.2.1. Chargor—Attention: Michael Kemble of Bar Ilan 32A7 Ra'anana 4370127 Israel;  
and
- 25.2.2. Lender—Attention: Nigel Sloam on behalf of NSS Trustees Limited at: Roman House 296 Golders Green Road London NW11 9PY

25.3. A Party may change any of its details given in Clause 25.2 by giving not less than 5 (five) Business Days' notice to the other Party.

25.4. Notices may be given and will be deemed received:

- 25.4.1. by hand: on receipt of a signature at the time of delivery; and
- 25.4.2. by pre-paid recorded signed for post: at 9.00 am on the 2nd (second) Business Day after posting;

25.5. This Clause 25 (Notices) does not apply to any notice given in legal proceedings, arbitration or other dispute resolution proceedings.

A notice given under this Deed is not validly served if sent by email

#### 26. Amendments

No amendment, waiver or variation of any of the terms of this Deed will be valid or effective unless made in writing and executed by or on behalf of the Parties

#### **27. Remedies and waivers**

- 27.1. No failure, delay or omission by the Lender in exercising any right, power or remedy provided by law or under this Deed shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right power or remedy
- 27.2. No single or partial exercise of any right, power or remedy provided by law or under this Deed shall prevent any future exercise of it or the exercise of any other right, power or remedy
- 27.3. The Lender's rights, powers and remedies under this Deed are cumulative and they do not exclude any rights or remedies that arise by law.
- 27.4. Any release, waiver or discharge of the whole or any part of the Secured Obligations or any consent, approval or waiver given by the Lender in relation to this Deed shall only be effective for that specific purpose and for the terms and conditions upon which it was granted.

#### **28. Continuing and additional security**

- 28.1. This Deed is a continuing security for the Secured Obligations in favour of the Lender and shall extend to cover the ultimate balance due at any time from the Chargor to the Lender under the Finance Documents, notwithstanding any intermediate payment or settlement of account (whether in whole or in part) or any other matter whatever
- 28.2. The Security Interests constituted by this deed are in addition to and do not prejudice, nor are they in any way prejudiced by, any other Security Interest, guarantee or right of set-off, combination or other rights exercisable by the Lender against the Chargor or any Security Interest, guarantee, indemnity and/or negotiable instrument now or in the future held by the Lender

#### **29. No prejudice**

- 29.1. The Security Interests created, or intended to be created, by or pursuant to this Deed shall not be prejudiced by any unenforceability or invalidity of any other agreement or document.
- 29.2. The Lender may in its discretion grant time or other indulgence or make any other arrangement, variation or release with any person who is not a Party without prejudicing, affecting or impairing the Security Interests created by or pursuant to it, or any of the powers, rights or remedies of the Lender under this Deed or the exercise of any one of them or other obligation or liability of the Chargor to the Lender.

#### **30. No merger**

Nothing contained in this Deed shall operate so as to merge or otherwise prejudice, affect or exclude any other Security Interest which the Lender may for the time being hold for the Secured Obligations or would have but for this Deed.

**31. Evidence of debt**

- 31.1. A copy of any entry in the Lender's accounts shall in any legal proceedings arising out of or in connection with this Deed be prima facie evidence of the matters, transactions and accounts to which it relates.
- 31.2. A certificate by the Lender as to any sum payable to it under this Deed shall, in the absence of manifest error, be conclusive evidence of the matters, transactions and accounts to which it relates.

**32. Redemption of security and releases**

Subject to and without prejudice to clause 33 (Conditional discharge), on the irrevocable and unconditional payment and discharge in full of the Secured Obligations, the Lender shall, at the request and cost of the Chargor:

- 32.1. take whatever action is necessary to release and cancel the Security Interests created by or pursuant to this Deed; and
- 32.2. return all documents of title delivered to the Lender under this Deed

in each case without recourse to, or any representation or warranty by, the Lender or any of its nominees.

**33. Conditional discharge**

- 33.1. Any release, settlement or discharge between the Lender and the Chargor will be conditional upon no security, disposition or payment to the Lender by the Chargor or any other person in respect of the Secured Obligations being avoided, set aside, reduced or ordered to be refunded by virtue of any statutory provision relating to insolvency or liquidation or for any reason whatsoever.
- 33.2. If any such release, settlement or discharge is so avoided, set aside, reduced or ordered to be refunded, the liability of the Chargor under this Deed shall continue or be reinstated and the Lender shall be entitled to recover the value or amount of any such security, disposition or payment from the Chargor as if the release, settlement or discharge had not occurred.
- 33.3. Subject to Clauses 31.1 and 31.2, the Lender shall be entitled to retain this Deed after as well as before payment of all the Secured Obligations for such period as the Lender may determine.

**34. Partial invalidity**

- 34.1. If any provision of this Deed (or part of any provision of this Deed) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Deed (or other part of that provision of this Deed) shall not be affected.
- 34.2. If any provision of this Deed (or part of any provision of this Deed) is or becomes illegal, invalid or unenforceable but would be legal, valid or enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and

enforceable. In the event of such deletion, the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision in place of the provision or part-provision so deleted.

### 35. Counterparts

- 35.1. This Deed may be executed in any number of separate counterparts and this has the same effect as if the signatures on those counterparts were on a single copy of this Deed.
- 35.2. Each Party may evidence their execution of this Deed by emailing an executed signature page of this Deed in PDF format together with the final version of this Deed in PDF or Word format, which shall constitute an original executed counterpart of this Deed. Each Party adopting this method of execution will, following circulation by email, provide the original, hard copy executed signature page to the other Party as soon as reasonably practicable

### 36. Governing law and jurisdiction

- 36.1. This Deed 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.
- 36.2. Subject to clause 36.3, the Parties irrevocably agree, for the sole benefit of the Lender, that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Deed, its subject matter formation (including non-contractual disputes or claims).
- 36.3. Notwithstanding Clause 36.2, the Parties irrevocably agree that the Lender shall have the right to take, and shall not be prevented from taking, proceedings against the Chargor to settle any dispute or claim arising out of, or in connection with, this Deed, its subject matter or formation (including non-contractual disputes or claims) in any other court of competent jurisdiction and that the Lender may take such proceedings in any number of jurisdictions, whether concurrently or not, to the extent permitted by law.

### 37. Limitation of liability clause

The liability of NSS Trustees Limited under this Deed shall not be personal but shall be limited to the assets of the Kemble Estates 1982 Pension Fund under its control from time to time. Further the liability of the Directors of NSS Trustees Limited shall not be personal in any way.

THIS DEED has been executed and delivered as a deed and is intended to take effect as a deed by the Parties on the date written at the beginning of this Deed.

### THE CHARGOR

EXECUTED as a DEED by  
CHANCEFIELD LIMITED  
acting by its Director and Company Secretary

Director: [Signature] Director/Company Secretary: [Signature]  
Name: JULIAN KEMPLE Name: PAMELA KEMPLE

THE LENDER

EXECUTED as a DEED by  
NBS TRUSTEES LIMITED (as independent trustee)  
acting by its Director and Company Secretary

Director: Nigel Sloan Director/Company Secretary: Elizabeth A Sloan  
Name: Nigel Sloan Name: ELIZABETH SLOAN

SIGNED as a DEED by  
JULIAN PHILIP KEMBLE (as a trustee)  
in the presence of:

WITNESS

Name (BLOCK CAPS): .....

Signature: .....

Address: .....

Occupation: .....

SIGNED as a DEED by  
PAMELA JOY KEMBLE (as a trustee)  
in the presence of:

WITNESS

Name (BLOCK CAPS): .....

Signature: .....

Address: .....

Occupation: .....

SIGNED as a DEED by  
MICHAEL MELVYN KEMBLE (as a trustee)  
in the presence of:

WITNESS

Name (BLOCK CAPS): .....

Signature: .....

Address: .....


Occupation: .....

THE LENDER

EXECUTED as a DEED by  
NSS TRUSTEES LIMITED (as independent trustee)  
acting by its Director and Company Secretary

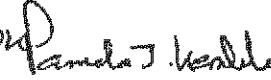
Director: ..... Director/Company Secretary: .....

Name: ..... Name: .....

SIGNED as a DEED by  
JULIAN PHILIP KEMBLE (as a trustee) + JK   
in the presence of:


WITNESS

Name (BLOCK CAPS): SENNY HOWARD  
Signature: S Howard  
Address: 2 ACQUIES CLOSE  
HEMEL HEMPSTEAD HP2 5QA  
Occupation: P.A.


SIGNED as a DEED by  
PAMELA JOY KEMBLE (as a trustee) + PJ   
in the presence of:

WITNESS

Name (BLOCK CAPS): SENNY HOWARD  
Signature: S Howard  
Address: 2 ACQUIES CLOSE  
HEMEL HEMPSTEAD  
Occupation: P.A.

SIGNED as a DEED by  
MICHAEL MELVYN KEMBLE (as a trustee) + Mike   
in the presence of:

WITNESS

Name (BLOCK CAPS): DALIA KEMBLE  
Signature:   
Address: 32 BAR ILAN RAANANA ISRAEL  
Occupation: COACH

SIGNED as a DEED by AMANDA KEMBLE  
AMANDA KEMBLE (as a trustee)  
in the presence of:

WITNESS JEN BAUKS

Name (BLOCK CAPS): JEN BAUKS

Signature: JEN BAUKS

Address: 6 BELL LANE NW 4

Occupation: ASSISTANT