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1 of 4

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

MR01

## Particulars of a charge



Companies House



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is be payable with this form  
Please see 'How to pay' on the last page.

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where the  
instrument. Use form M

For further information, please  
refer to our guidance at:  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

This form **must be delivered to the Registrar for registration**  
**21 days** beginning with the day after the date of creation of the  
delivered outside of the 21 days it will be rejected unless it is a  
court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form  
scanned and placed on the public record. **Do not send the original.**



A07

\*A93FL0J6\*

21/04/2020

#167

COMPANIES HOUSE

TUESDAY

### 1 Company details

Company number 02981535 ✓

Company name in full BONDMINSTER LIMITED ✓

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

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 1<sup>st</sup> 04<sup>th</sup> 20<sup>th</sup> 20 ✓

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge.

Name Coutts & Company ✓

440 Strand, London WC2R 0QS

Name

Name

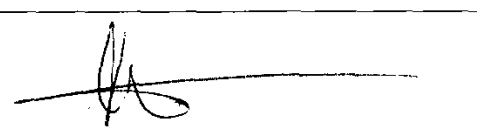
Name

If there are more than four names, please supply any four of these names then  
tick the statement below.

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge.

MR01

Particulars of a charge

<b>4</b>	<b>Brief description</b>	
	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.	
Brief description	N/a	<p>Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".</p> <p>Please limit the description to the available space.</p>
<b>5</b>	<b>Other charge or fixed security</b>	
	<p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No ✓</p>	
<b>6</b>	<b>Floating charge</b>	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to <b>Section 7</b></p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
<b>7</b>	<b>Negative Pledge</b>	
	<p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> Yes ✓</p> <p><input type="checkbox"/> No</p>	
<b>8</b>	<b>Trustee statement <sup>①</sup></b>	
	<p>You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.</p> <p><input type="checkbox"/></p>	<p><sup>①</sup> This statement may be filed after the registration of the charge (use form MR06).</p>
<b>9</b>	<b>Signature</b>	
Signature	<p>Please sign the form here.</p> <p>Signature</p> <p>X  X</p> <p>This form must be signed by a person with an interest in the charge.</p>	

MR01

## Particulars of a charge

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **MARIA MERINO**Company name **Coutts & Company**

Loan Securities Centre

Address **TRINITY QUAY 1****AVON STREET**Post town **BRISTOL**Country/Region **UNITED KINGDOM**Postcode **B S 2 O P T**

Country

DX **DX 3 22301 BRISTOL 44**

Telephone

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.

**Further information**

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

Dx



**FILE COPY**

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

Company number: 2981535

Charge code: 0298 1535 0032

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th April 2020 and created by BONDMINSTER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st April 2020.

Given at Companies House, Cardiff on 24th April 2020



**Companies House**



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

FOR AND ON BEHALF OF COUTTS & CO 440 STRAND

All Direct

SIGNED



Charge of Accounts and Securities

**THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND THE BANK IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED.**

Date:

FOUR FIFTY FOUR OF APRIL TWO TWO TWO

Definitions

AND

Chargor:

Bondminster Limited (Company Registered Number 02981535) whose registered office is situate at 30 City Road London EC1Y 2AB

Account:

The accounts of the Chargor with the Bank for the time being designated as Accounts in the monthly statements delivered by the Bank to the Chargor from time to time in connection with the Lombard Facility and includes (unless the context otherwise requires) any additional or substitute account maintained by the Chargor with the Bank from time to time specified as being an "Account" for the purposes of this Deed or any other account which is not so designated but is referable to the Lombard Facility for the account of the Chargor (in each case as re-numbered or redesignated from time to time) but in each case excluding each Excluded Account

Bank:

Coutts & Company (Company Registered Number 36695) whose registered office is situate at 440 Strand, London WC2R 0QS

Charged Assets:

The Charged Deposits and the Charged Securities

Charged Deposits:

Each Account, all the Chargor's present and future right, title and interest in and to each Account and the Deposit

Charged Securities:

Any Securities from time to time (1) named in any schedule supplied by or on behalf of the Chargor to the Bank by reference to this deed or (2) in respect of which title or the relative account entries is/are held in the name of or to the order of the Bank or its nominee or (3) in respect of which the relative certificates or other title documents are deposited with or held to the order of the Bank or its nominee

Chargor's Obligations:

All the Chargor's liabilities to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) under or in connection with the Lombard Facility together with the Bank's charges and commission Interest and Expenses

Deposit:

All or any of the amounts now or from time to time after the date of this deed deposited by or on behalf of the Chargor to the credit of any Account, all other amounts which at any time may be standing to the credit of the Accounts, and all amounts in any holding linked to any Account, together with any interest accrued or accruing from time to time on any of those amounts and all rights of the Chargor in respect of those amounts or the Accounts

Encumbrance:

Any mortgage charge (fixed or floating) pledge hypothecation or lien and any other arrangement or interest (whether by way of assignment trust title retention or otherwise) which has the effect of creating security or payment priority

Excluded Account:

Each current account of the Chargor with the Bank

Expenses:

All expenses (on a full indemnity basis) incurred by the Bank at any time in connection with the Charged Assets or the Chargor's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by or pursuant to this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred

Financial Collateral Regulations:

The Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) as amended

Interest:

Interest at the rate(s) charged to the Chargor by the Bank from time to time

<b>Lombard Facility:</b>	The loan facility made available by the Bank to the Chargor dated on or about the date of this Agreement as the same may be amended, restated, novated, supplemented or replaced from time to time
<b>Required Currency:</b>	The currency or currencies in which the Chargor's Obligations are expressed from time to time
<b>Securities:</b>	All stocks shares bonds warrants options notes unit trust units or other equity or debt instruments or securities in each case whether constituted evidenced or represented by certificates or other documents or by an entry in the accounts of the issuer clearing house custodian or other person or otherwise and all rights against clearing houses custodians or other persons holding instruments or securities
<b>UK Address for Service:</b>	30 City Road London EC1Y 2AB

#### **Charge and Assignment**

- 1.1 **The** Chargor undertakes to discharge on demand the Chargor's Obligations and as a continuing security for such discharge and as absolute owner (and under English law with full title guarantee):-
  - 1.1.1 charges to the Bank by way of first fixed charge its whole right title and benefit to the Charged Deposits and
  - 1.1.2 assigns to the Bank its whole right title and benefit to the Charged Securities and all income derived from the Charged Securities and all rights attaching to the Charged Securities subject to re-assignment on redemption.
- 1.2 **The** Chargor will procure that until discharge in full of the Chargor's Obligations:-
  - 1.2.1 **Legal** title to the Charged Securities shall be vested in and (where possible) registered in the name of the Bank or its nominee and that any clearing house mortgagory custodian or other person with which any Charged Securities are permitted by the Bank to be held shall recognise the Bank or its nominee as the holder of the relevant account; and
  - 1.2.2 **All** dividends distributions and other income arising from the Charged Securities shall be mandated to the Bank
- 1.3 **To** the extent that in respect of any of the Charged Assets Clause 1.1 does not have the effect of creating a first priority fixed security interest in favour of the Bank under the law applicable to the same Clause 1.1 shall take effect as creating such type of Encumbrance as shall be required by that law for the purpose of conferring on the Bank a first priority fixed security interest in such Charged Assets
- 1.4 It is agreed that the charges contained in this deed constitute "security financial collateral arrangements" for the purposes of the Financial Collateral Regulations.

#### **Undertakings by the Chargor**

- 2 **The** Chargor undertakes:-
  - 2.1 **To** deposit with the Bank or its nominee all documents relating to any bonus or rights or other issue of stock or shares in respect of the Charged Securities
  - 2.2 **To** pay all calls or other payments due from time to time in respect of the Charged Securities
  - 2.3 **At** the request of the Bank to transfer legal title to any of the Charged Securities to the Bank or its nominee and to procure that any such Charged Securities are registered in the name of the Bank or its nominee
  - 2.4 **To** promptly inform the Bank of any claim or notice relating to the Charged Assets which it receives from any third party
  - 2.5 **That** all payments to be made by it under this deed shall be calculated and made without (and free and clear of any deduction for) set-off or counter claim

#### **Powers of the Bank**

- 3.1 **Despite** any term to the contrary in relation to the Charged Assets, the Bank may at any time without notice (both before and after demand) appropriate with immediate effect, all or any part of the Charged Assets comprising financial collateral which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in discharge of the whole or any part of the Chargor's Obligations.

For the avoidance of doubt, the Bank shall not be obliged to give any notice or make any demand prior to exercising its rights under or in connection with this deed.

- 3.2 **Section 103** of the Law of Property Act 1925 (under English law) shall not apply. The Bank shall have power to sell the Charged Assets in whole or in part at any time after the date of this deed
- 3.3 **The Bank** may at its discretion pay any calls or other payments due from time to time in respect of the Charged Securities or payable in respect of any rights attaching to the Charged Securities, and such payments shall form part of the Chargor's Obligations
- 3.4 **Section 93(1)** of the Law of Property Act 1925 (under English law) shall not apply to this deed
- 3.5 **The Bank** may as it thinks fit exercise any rights attaching to the Charged Assets for the purpose of preserving the value of or realising the Charged Assets
- 3.6 **In addition** to any lien or right to which the Bank may be entitled by law the Bank may from time to time without notice and both before and after demand set off the whole or any part of the Chargor's Obligations against the Deposit whether or not that deposit or balance is due to the Chargor
- 3.7 **Despite** any term to the contrary the Deposit will not be capable of being assigned dealt with mortgaged or charged and will not be repayable to the Chargor before all the Chargor's Obligations have been discharged but the Bank may without prejudice to this deed permit the Chargor to make withdrawals from time to time at its sole discretion
- 3.8 **The Bank** may exchange or convert to the Required Currency any currency held or received should the Bank deem this necessary to reduce the Chargor's Obligations or to otherwise reduce the risk of loss to the Bank

#### **Restrictions on Charging and Disposals**

- 4.1 **The Chargor** will not without the Bank's prior written consent create or permit to arise any Encumbrance on the Charged Assets or
- 4.2 **The Chargor** will not without the Bank's prior consent sell, lease, licence, sublicence, transfer or otherwise dispose of any Charged Asset or purport or attempt to do so.

#### **Power of Attorney**

- 5.1 **The Chargor** irrevocably appoints the Bank to be the Attorney of the Chargor (with full power of substitution and delegation) in the Chargor's name and on the Chargor's behalf and as the Chargor's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by the Bank pursuant to this deed or the exercise of any of its powers
- 5.2 **The Bank** may delegate in any manner to any person any rights exercisable by the Bank under this deed

#### **Permitted Dealings**

- 6.1 **The Bank** may without prejudice to this deed permit the Chargor to direct the disposal of any of the Charged Assets from time to time and the purchase in their place of other Securities of such nature as the Bank may approve and all such substituted Securities shall be subject to this deed and fall within the definition of "Charged Assets"
- 6.2 **Subject** to the terms of this deed, if at any time the Deposit is placed on deposit for any fixed or minimum period, on its maturity it will be successively re-deposited for the period and on the other terms agreed in writing between the Bank and the Chargor (or, failing agreement, the period and on the other terms as the Bank may determine) and will continue to be held by the Bank on and subject to the terms of this deed

#### **Return of Similar Charged Assets on Discharge**

- 7 **On** discharge of this deed the Chargor will accept in place of all or any of the Charged Securities delivery of other securities of the same class and denomination

#### **Appropriation**

- 8.1 **Subject** to Clause 8.2 the Bank may appropriate all payments received for the account of the Chargor in reduction of any part of the Chargor's Obligations as the Bank decides

- 8.2 **The Bank** may open a new account or accounts upon the Bank receiving actual or constructive notice of any Encumbrance affecting the Charged Assets. Whether or not the Bank opens any such account no payment received by the Bank after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Chargor's Obligations outstanding at the time of receiving such notice

#### **Redesignation Renewal or Replacement of the Deposit**

- 9.1 **If** any Account in which the Deposit is held is changed replaced or redesignated this deed will apply to any deposit in the new or redesignated account from time to time
- 9.2 **If** the Account in which the Deposit is held is changed replaced or redesignated, notwithstanding clause 9.1, the Chargor will at its own cost at the Bank's request execute any deed or document and take any action required by the Bank to complete or perfect the charging of such new or redesignated account where appropriate in substitution of this deed and in consideration of the Chargor's Obligations

#### **Preservation of other Security and Rights, Title Covenants and Further Assurance**

- 10.1 **This** deed is in addition to any other security present or future held by the Bank for the Chargor's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Bank
- 10.2 **The** Chargor covenants with the Bank that the Chargor has the right to charge or assign (as applicable) the Charged Assets to the Bank free from all charges, encumbrances and other third party rights;
- 10.3 **The** Chargor will at the Chargor's own cost at the Bank's request execute any deed or document and take any action required by the Bank to perfect or protect this security or further to secure on the Charged Assets the Chargor's Obligations

#### **Protection of the Bank**

##### **11.1 No liability**

The Bank shall not, nor shall any of its officers, employees or delegates be liable in respect of any cost, liability, expense, loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise, any of their respective rights under this deed, including, without limitation:

- 11.1.1 for any action taken in relation to the Account, Deposit or Securities including the selection of periods for any time deposit or termination of any such period before its due date of maturity
- 11.1.2 for any loss resulting from any fluctuation in exchange rates or in connection with any exchange of currencies or
- 11.1.3 for any loss resulting from any fluctuation in market prices, interest rates or other market values in connection with the Charged Assets.

##### **11.2 Not mortgagee in possession**

Without prejudice to any other provision of this deed, none of the Bank, or any of its officers or employees shall be liable or responsible:-

- 11.2.1 to account as mortgagee in possession
- 11.2.2 for any loss in relation to the Charged Assets, whether realised or not or
- 11.2.3 for any other default or omission for which a mortgagee in possession might be liable

##### **11.3 Indemnity**

The Chargor shall indemnify and keep indemnified the Bank and its respective officers, employees and delegates, against all claims, costs, expenses and liabilities incurred by them in respect of all or any of the following:-

- 11.3.1 any act or omission by any of them in relation to the Charged Assets
- 11.3.2 any payment relating to or in respect of Charged Assets which is made at any time by any of them
- 11.3.3 any stamp, registration or similar tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this deed



11.3.4 exercising or purporting to exercise or failing to exercise any of the rights, powers and discretions conferred on them or permitted under this deed

11.3.5 any breach by the Chargor of any of its covenants or other obligations to the Bank,

except in the case of gross negligence or wilful misconduct on the part of that person.

#### 11.4 Indemnity out of the Deposit and Securities

The Bank and its respective officers, employees and delegates shall be entitled to be indemnified out of the Deposit and the proceeds of enforcement of any Securities in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 11.3 (*Indemnity*).

#### 11.5 Continuing protection

The provisions of this Clause 11 (*Protection of the Bank*) shall continue in full force and effect notwithstanding any release or discharge of this deed.

### Provisions relating to the Bank

The rights, powers and discretions given to the Bank in this deed:-

12.1 may be exercised as often as, and in such manner as, the Bank thinks fit

12.2 are cumulative, and are not exclusive of any of its rights under the general law and

12.3 may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right, is not a waiver of it.

### Preservation of security

#### 13.1 Continuing Security

This deed shall be a continuing security to the Bank and shall remain in force until expressly discharged in writing by the Bank notwithstanding any intermediate settlement of account or other matter or thing whatsoever.

#### 13.2 Additional Security

This deed is without prejudice and in addition to, and shall not merge with, any other right, remedy or security of any kind which the Bank may have now or at any time in the future for or in respect of any of the Chargor's Obligations.

#### 13.3 Waiver of Defences

Neither the security created by this deed nor the obligations of the Chargor under this Deed will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it or the Bank) including:-

13.3.1 any time, waiver or consent granted to, or composition with, the Chargor or other person

13.3.2 the release of the Chargor or any other person under the terms of any composition or arrangement with any person

13.3.3 the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over, assets of the Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security

13.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor or any other person

13.3.5 any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of a document or security

13.3.6 any unenforceability, illegality or invalidity of any obligation of, or any security created by, any person under any document or

13.3.7 an insolvency, liquidation, administration or similar procedure.

#### 13.4 Immediate recourse

The Chargor waives any right it may have of first requiring the Bank (or any trustee or agent on its behalf) to proceed against or enforce any other rights of 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 any document to the contrary.

#### 13.5 Appropriations

Whilst this deed is in force, the Bank may:-

- 13.5.1 refrain from applying or enforcing any monies, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Chargor's Obligations or apply and enforce the same in such manner and order as it sees fit (whether against the Chargor's Obligations or otherwise) and the Chargor shall not be entitled to the same and
- 13.5.2 hold in an interest-bearing suspense account any moneys received from the Chargor on or account of the Chargor's Obligations

### Release

#### 14.1 Release

Upon the irrevocable and unconditional payment and discharge in full of the Chargor's Obligations and the termination of all facilities which might give rise to Chargor's Obligations, the Bank shall, or shall procure that its appointees will, at the request and cost of the Chargor release the Charged Assets from this deed

#### 14.2 Reinstatement

If the Bank considers that any amount paid or credited to it under any document (whether in respect of the obligations of the Chargor or any security for those obligations or otherwise) is capable of being avoided, reduced or otherwise set aside:-

- 14.2.1 that amount shall not be considered to have been paid for the purposes of determining whether the Chargor's Obligations have been irrevocably and unconditionally paid and discharged and
- 14.2.2 the liability of the Chargor and the security created by this deed shall continue as if that amount had not been paid or credited

#### 14.3 Consolidation

Section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages shall not apply to this deed

### Notices

- 15.1 Any notice or demand by the Bank may be sent by post, by hand or online or by electronic media to the postal or electronic address of the Chargor last known to the Bank
- 15.2 A notice or demand by the Bank by post shall be deemed served effective two days after posting
- 15.3 A notice or demand by the Bank by hand, online or electronic media shall be deemed served when delivered

### Chargors Constitution and Powers

16 If the Chargor is a company the Chargor warrants to the Bank that:-

- 16.1 The Chargor is a corporation duly constituted and in good standing under the law of the country in which it is incorporated and the Chargor has appropriate power and authority to own its property and assets and carry on its business as now conducted
- 16.2 The Chargor has appropriate power to enter into and perform the terms and conditions of this deed and has taken all necessary action to authorise the execution delivery and performance of this deed
- 16.3 No permit licence approval or authorisation of any government judicial or other authority or other third party is required or desirable in connection with the execution performance validity or enforceability of this deed

- 16.4 **The** Chargor will on demand obtain or pay to the Bank the cost incurred by the Bank in obtaining at any time a written opinion from a legal firm acceptable to the Bank confirming Clauses 16.1 16.2 and 16.3 of this deed and any other matters relevant to this deed as the Bank may require

#### **Governing Law and Jurisdiction**

- 17.1 **English** law applies to this deed in respect of any Charged Assets governed by English law.
- 17.2 **For** the benefit of the Bank the Chargor irrevocably submits to the jurisdiction of the English Courts and the Chargor irrevocably agrees that a judgement in any proceedings in connection with this deed by the English Courts shall be conclusive and binding upon the Chargor and may be enforced against the Chargor in the Courts of any other jurisdiction. The Bank shall also be entitled to take proceedings in connection with this deed against the Chargor in the Courts of any country in which the Chargor has assets or in any other Courts of competent jurisdiction
- 17.3 **The** Chargor irrevocably waives:-
- 17.3.1 **Any** objection which the Chargor may now or in the future have to the English Courts or any other Courts referred to in Clause 17.2 as a venue for any proceedings in connection with this deed and
- 17.3.2 **Any** claim which the Chargor may now or in the future be able to make that any proceedings in the English Courts or other Courts referred to in Clause 17.2 have been instituted in an inappropriate forum
- 17.4 **The** Address for Service ( or such other address in England or Wales as the Chargor may from time to time nominate in writing to the Bank for the purpose ) shall be an effective address for service of any notice or proceedings in the English Courts to or against the Chargor

#### **Interpretation**

- 18.1 **The** expressions "Chargor" and "Bank" where the context admits include their respective successors in title and assigns
- 18.2 **If** two or more persons are included in the expression "Chargor" then the use in this deed of the word "Chargor" shall be deemed to refer to such persons both together and separately and the Chargor's Obligations shall be their joint and several obligations and each of them shall be primarily liable by way of indemnity for the liabilities to the Bank of the other or others of them
- 18.3 **If** the definition of "Deposit" refers to more than one deposit or account then the use in this deed of the word "Deposit" shall be deemed to refer to such deposits and/or accounts both together and separately
- 18.4 **The** expression "Deposit" includes all interest accrued or accruing in the future on it
- 18.5 **References** to the "Charged Assets" include any purchased under Clause 6 and rights deriving from any Charged Assets including, without limitation, any dividends, distributions or interest payments.
- 18.6 **Interest** will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Bank may select
- 18.7 **Each** of the provisions of this deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected
- 18.8 **The** expression "set off" includes a right of retention, claim of compensation or balancing of accounts on insolvency

**In Witness** of which this deed has been duly executed

**Signed and Delivered** as a deed by  
the Mortgagor acting by a director  
and its secretary or two directors

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Director/Secretary