



Registration of a Charge

Company Name: **SF FOUNDATION**

Company Number: **05213113**



XBBN0RTN

Received for filing in Electronic Format on the: **01/09/2022**

Details of Charge

Date of creation: **24/08/2022**

Charge code: **0521 3113 0008**

Persons entitled: **PRIORY CC106 LIMITED**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT 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: **ADDLESHAW GODDARD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5213113

Charge code: 0521 3113 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th August 2022 and created by SF FOUNDATION was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st September 2022 .

Given at Companies House, Cardiff on 5th September 2022

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



Companies House



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

DATED 24 August 2022

- (1) SF FOUNDATION as Chargor**
- (2) PRIORY CC106 LIMITED as Lender**

SECURITY AGREEMENT

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THIS DEED is dated

24 August 2022

PARTIES

- (1) **SF FOUNDATION** incorporated and registered in England and Wales with company number 05213113 and charity number 1105843 whose registered office is at 143 Upper Clapton Road, London, England, E5 9DB, as chargor (the **Chargor**).
- (2) **PRIORY CC106 LIMITED** incorporated and registered in England and Wales with registered number 13639668 whose registered office is at 2nd Floor The Priory, Stomp Road, Burnham, Buckinghamshire, England, SL1 7LW, as lender (the **Lender**).

BACKGROUND

- (A) The Lender has agreed, pursuant to the Facility Letter, to provide the Borrower with loan facilities on a secured basis.
- (B) Under this deed, the Chargor has granted security in favour of the Lender for the loan facilities made available under the Facility Letter.

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this deed.

Administrator: an administrator appointed to manage the affairs, business and property of the Chargor pursuant to clause 8.8.

Borrower: Opview Properties Limited, a company registered in England and Wales with registered number 09950755 whose registered office is at 147 Stamford Hill, London, England, N16 5LG.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Charged Property: any freehold, leasehold or commonhold property which the Chargor is the legal owner of and is the subject of the security constituted by this Deed and references to "**Charged Property**" shall include references to the whole or any part or part of it.

Delegate: any person appointed by the Lender or any Receiver pursuant to clause 13 and any person appointed as attorney of the Lender, Receiver or Delegate.

Event of Default: has the meaning given to that expression in the Facility Letter.

Facility Letter: the facility letter dated on or about the date hereof and made between the Borrower, Fender Limited and the Lender.

Financial Collateral: shall have the meaning given to that expression in the Financial Collateral Regulations.

Finance Documents: has the meaning given to that expression in the Facility Letter.

Fender: Fender Limited, a company registered in England and Wales with registered number 1031657 whose registered office is at 143 Upper Clapton Road, London, England, E5 9DB.

Lender: has the meaning given to that expression in the Facility Letter.

LPA 1925: the Law of Property Act 1925.

Obligor: has the meaning given to that expression in the Facility Letter.

Property: the freehold property known as 30 Oak Hill, Woodford Green IG8 9NY being all the property registered at HM Land Registry with title absolute under title number EGL98721

Receiver: a receiver or a receiver and manager or administrative receiver of any or all of the Secured Assets appointed by the Lender under clause 11.

Secured Assets: all the assets, property and undertaking of the Chargor which are, or are expressed to be, subject to the Security created by, or pursuant to, this deed (and references to the Secured Assets shall include references to any part of them).

Secured Party: has the meaning given to that expression in the Facility Letter.

Secured Liabilities: all present and future obligations and liabilities of any Obligor or the Chargor to any Secured Party, 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 or this deed together with all interest (including, without limitation, default interest) accruing in respect of those obligations or liabilities.

Security: any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

Security Financial Collateral Arrangement: shall have the meaning given to that expression in the UK Financial Collateral Regulations.

Security Period: the period starting on the date of this deed and ending on the date on which the Lender is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

Trust Deed: the agreement and declaration of trust between the Chargor and Fender dated 15 August 2016.

UK Financial Collateral Regulations: the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226) as amended by the Financial Collateral Arrangements (No. 2) Regulations 2003 (Amendment) Regulations 2009 (S.I.2009/2462), the Financial Markets and Insolvency (Settlement Finality and Financial Collateral Arrangements) (Amendment) Regulations 2010, the European Union (Withdrawal) Act 2018 (as amended) and the Financial Markets and Insolvency (Amendment and Transitional Provision) (EU Exit) Regulations 2019 (S.I.2019/341) and **UK Financial Collateral Regulation** means any of them.

1.2 Interpretation

1.2.1 unless otherwise defined in this deed, a term defined in the Facility Letter has the same meaning when used in this deed or any notices, acknowledgements or other documents issued under or in connection with this deed;

1.2.2 reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force for the time being, taking account of any amendment or re-enactment or extension and includes any former statute, statutory provision or subordinate legislation which it amends or re-enacts;

- 1.2.3 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.4 unless the context otherwise requires, words in the singular include the plural and in the plural include the singular;
- 1.2.5 a reference to a clause or Schedule is to a clause of, or Schedule to, this deed, unless the context otherwise requires;
- 1.2.6 a reference to continuing in relation to an Event of Default means an Event of Default which has not been remedied or waived;
- 1.2.7 a reference to **this deed** (or any provision of it) or any other agreement or document referred to in this deed shall be construed as a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time;
- 1.2.8 a reference to a person shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or any agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- 1.2.9 a reference to an amendment includes a novation, re-enactment, supplement, replacement, restatement, extension or variation (and amended shall be construed accordingly);
- 1.2.10 a reference to assets includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.11 a reference to an authorisation includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- 1.2.12 a reference to a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- 1.2.13 a reference to determines or determined means, unless the contrary is indicated, a determination made at the discretion of the person making it;
- 1.2.14 a reference to a party shall include **that party's** successors, permitted transferees and permitted assigns and this deed shall be binding on and enure to the benefit of the parties to this deed and their respective personal representatives, successors, permitted assigns and permitted transferees;
- 1.2.15 any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.2.16 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.17 a reference to writing or written includes fax but not email;
- 1.2.18 an obligation on a party not to do something includes an obligation not to allow that thing to be done; and

1.2.19 clause and schedule headings shall not affect the interpretation of this deed.

1.3 **Clawback**

If the Lender considers that an amount paid to a Secured Party in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

1.4 **Nature of security over real property**

A reference in this deed to a charge or mortgage of or over any Charged Property includes:

- 1.4.1 all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery that are situated on or form part of that Charged Property at any time;
- 1.4.2 the proceeds of the sale of any part of that Charged Property and any other monies paid or payable in respect of or in connection with that Charged Property;
- 1.4.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Chargor in respect of that Charged Property, and any monies paid or payable in respect of those covenants; and
- 1.4.4 all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property.

1.5 **Law of Property (Miscellaneous Provisions) Act 1989**

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Facility Letter and of any side letters between any parties in relation to the Facility Letter are incorporated into this deed.

1.6 **Perpetuity period**

If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1.7 **Schedules**

The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.

1.8 **Override**

If there is any conflict between the terms of this deed and the terms of the Facility Letter, the terms of the Facility Letter shall prevail.

2 **COVENANT TO PAY**

2.1 The Chargor shall, on demand, pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

2.2 All the security created under this deed:

2.2.1 is created in favour of the Lender;

2.2.2 is created over present and future assets; and

2.2.3 is security for the payment of all Secured Liabilities.

2.3 Notwithstanding the terms of any other provision of this deed, the Lender shall have no recourse against the Chargor or its assets, whether by way of court proceedings, a winding up application or otherwise, in respect of its obligations and liabilities under this deed except by enforcement of its security over the Secured Assets, and the liability of the Chargor shall extend only to and shall not exceed the proceeds of any such enforcement.

3 GRANT OF SECURITY

3.1 Assignment

3.1.1 As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee assigns to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities all its rights in and to the benefit of the Trust Deed and the property held in trust for it thereunder and the benefit of all other agreements, instruments and rights relating to thereto and all direct and indirect, present and future, interest, benefit and entitlement (in each case of whatsoever nature and howsoever arising) in and to the Property.

3.1.2 Notwithstanding the other terms of this clause 3.1, until the security constituted by this deed becomes enforceable in accordance with the terms of this deed, the Chargor may, subject to the other terms of this deed, continue to exercise all and any of its rights under and in connection with the Trust Deed and all other agreements, instruments and rights relating to thereto.

3.2 Fixed charge

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Lender by way of first fixed charge, all its rights in and to the benefit of the Trust Deed and the property held in trust for it thereunder and the benefit of all other agreements, instruments and rights relating to thereto and all direct and indirect, present and future, interest, benefit and entitlement (in each case of whatsoever nature and howsoever arising) in and to the Property, in each case to the extent not effectively assigned pursuant to clause 3.1.

3.3 Floating charge

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Lender, by way of first floating charge, all its rights in and to the benefit of the Trust Deed and the property held in trust for it thereunder and the benefit of all other agreements, instruments and rights relating to thereto and all direct and indirect, present and future, interest, benefit and entitlement (in each case of whatsoever nature and howsoever arising) in and to the Property, in each case to the extent not effectively assigned or charged pursuant to clauses 3.1 and 3.2.

3.4 Qualifying floating charge

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

3.5 Automatic crystallisation of floating charge

The floating charge created by clause 3.3 shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if:

3.5.1 the Chargor:

- (a) creates, or attempts to create, without the prior written consent of the Lender, a Security or a trust in favour of another person over all or any part of the Secured Assets (except as expressly permitted by the terms of this deed or the Facility Letter); or
- (b) disposes, or attempts to dispose of, all or any part of the Secured Assets (other than Secured Assets that are only subject to the floating charge while it remains uncrystallised);

3.5.2 any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets; or

3.5.3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Chargor.

3.6 Crystallisation of floating charge by notice

Except as provided in clause 3.8, the Lender may, in its sole discretion, at any time and by written notice to the Chargor, convert the floating charge created under this deed into a fixed charge as regards any part of the Secured Assets specified by the Lender in that notice.

3.7 Assets acquired after any floating charge has crystallised

Any asset acquired by the Chargor after any crystallisation of the floating charge created under this deed that, but for that crystallisation, would be subject to a floating charge under this deed, shall (unless the Lender confirms otherwise to the Chargor in writing) be charged to the Lender by way of first fixed charge.

3.8 Part A1 moratorium

3.8.1 Subject to clause 3.8.2 below, the floating charge created by clause 3.3 may not be converted into a fixed charge solely by reason of obtaining a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986.

3.8.2 Clause 3.8.1 above does not apply to any floating charge referred to in section A52(4) of Part A1 of the Insolvency Act 1986.

4 LIABILITY OF THE CHARGOR

4.1 Liability not discharged

The Chargor's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- 4.1.1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- 4.1.2 the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or

4.1.3 any other act or omission that, but for this clause 4.1, might have discharged, or otherwise prejudiced or affected, the liability of the Chargor.

4.2 Immediate recourse

The Chargor waives any right it may have to require the Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against the Chargor.

5 REPRESENTATIONS AND WARRANTIES

5.1 Representations and warranties

The Chargor makes the representations and warranties set out in this clause 5 to the Lender.

5.2 Status

- (a) It is a body corporate, duly incorporated and validly existing under the law of the jurisdiction of its incorporation.
- (b) It has the power to own its assets and carry on its activities as they are being conducted.
- (c) It is a charity registered with the Charity Commission for England and Wales.

5.3 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, this deed and the granting of the Security under it do not and will not conflict with:

- (a) any law or regulation applicable to it including, without limitation, the Charities Act 2011;
- (b) its constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument.

5.4 Authorisations

It has taken all necessary action to authorise the entry into and compliance with its obligations under this deed, to ensure that its obligations under this deed are valid, binding and enforceable in accordance with their terms and to make this deed admissible in evidence in the courts of England and of any jurisdiction where it conducts its business.

5.5 No Event of Default

No Event of Default has occurred or is continuing, or is likely to result from the entry into, the performance of, or any transaction contemplated by this deed.

5.6 Ownership of Secured Assets and Property

5.6.1 The Chargor is the sole owner of and has good, valid and marketable title to, the Secured Assets.

5.6.2 Fender is the sole legal owner of the Property and the Chargor is the sole beneficial owner of the Property and together they have good, valid and marketable title to, the Property.

5.7 No Security

Except as expressly allowed under the Facility Letter or this deed, the Secured Assets are free from any Security.

5.8 No adverse claims

The Chargor has not received, or acknowledged notice of, any adverse claim by any person in respect of the Secured Assets or any interest in them.

5.9 No adverse covenants

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever that materially and adversely affect the Secured Assets.

5.10 No breach of laws

There is no breach of any law or regulation that materially and adversely affects the Secured Assets.

5.11 No interference in enjoyment

No facility necessary for the enjoyment and use of the Secured Assets is subject to terms entitling any person to terminate or curtail its use.

5.12 No overriding interests

Nothing has arisen, has been created or is subsisting, that would be an overriding interest in any Charged Property.

5.13 Avoidance of security

No Security expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Chargor or otherwise.

5.14 No Prohibitions or Breaches

There is no prohibition on assignment by the Chargor of any of its rights in the Trust Deed and the entry into this deed by the Chargor does not, and will not, constitute a breach of the Trust Deed or any other policy, agreement, document, instrument or obligation binding on the Chargor or its assets.

5.15 Enforceable security

This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Chargor, and is and will continue to be effective security over all and every part of the Secured Assets in accordance with its terms.

5.16 Times for making representations and warranties

The representations and warranties set out in clause 5.2 to clause 5.15 are made by the Chargor on the date of this deed and are deemed to be repeated on the Utilisation Date and the first Business Day of every month.

6 GENERAL COVENANTS**6.1 Negative pledge and disposal restrictions**

The Chargor shall not at any time, except with the prior written consent of the Lender or as permitted by the Facility Letter:

- 6.1.1 create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Security created by this deed;
- 6.1.2 sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Secured Assets (except, in the ordinary course of business, Secured Assets that are only subject to an uncrystallised floating charge); or
- 6.1.3 create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party.

6.2 **Preservation of Secured Assets**

The Chargor shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender, or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this deed.

6.3 **Compliance with laws and regulations**

- 6.3.1 The Chargor shall not, without the Lender's prior written consent, use or permit the Secured Assets to be used in any way contrary to law.
- 6.3.2 The Chargor shall:
 - (a) comply with the requirements of any laws and regulations relating to or affecting the Secured Assets or the use of them or any part of them;
 - (b) obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Secured Assets or their use or that are necessary to preserve, maintain or renew any Secured Asset; and
 - (c) promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Secured Assets.

6.4 **Enforcement of rights**

The Chargor shall use its best endeavours to:

- 6.4.1 procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Chargor and forming part of the Secured Assets of the covenants and other obligations imposed on the Chargor's counterparties; and
- 6.4.2 enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets that the Lender may require from time to time.

6.5 **Notice of misrepresentation and breaches**

The Chargor shall, promptly on becoming aware of any of the same, give the Lender notice in writing of:

- 6.5.1 any representation or warranty set out in this deed that is incorrect or misleading in any material respect when made or deemed to be repeated; and

6.5.2 any breach of any covenant set out in this deed.

6.6 Title documents

The Chargor shall, unless otherwise required by the Lender, deposit with the Lender and the Lender shall, for the duration of this deed be entitled to hold a copy of the Trust Deed, certified to be a true copy by either a director of the Chargor or by the Chargor's solicitors.

6.7 Notices to Be Given by the Chargor

The Chargor shall:

- (a) give notice to each counterparty to the Trust Deed in the form set out in Part 1 of Schedule 1; and
- (b) procure that each counterparty provides to the Lender an acknowledgement of the notice in the form set out in Part 2 of Schedule 1.

6.8 Payment of outgoings

The Chargor shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Secured Assets and, on demand, produce evidence of payment to the Lender.

7 TRUST DEED COVENANTS

7.1 Trust Deed

7.1.1 The Chargor shall, unless the Lender agrees otherwise in writing, comply with the terms of the Trust Deed and any other document, agreement or arrangement comprising the Secured Assets.

7.1.2 The Chargor shall not, unless the Lender agrees otherwise in writing:

- (a) amend or vary or agree to any change in, or waive any requirement of or its rights under;
- (b) settle, compromise, terminate, rescind or discharge (except by performance); or
- (c) abandon, waive, dismiss, release or discharge any action, claim or proceedings against any counterparty to the Trust Deed or other person in connection with,

the Trust Deed or any other document, agreement or arrangement comprising the Secured Assets.

8 POWERS OF THE LENDER

8.1 Power to remedy

8.1.1 The Lender shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Chargor of any of its obligations contained in this deed.

8.1.2 The Chargor irrevocably authorises the Lender and its agents to do all things that are necessary or desirable for that purpose.

- 8.1.3 Any monies expended by the Lender in remedying a breach by the Chargor of its obligations contained in this deed shall be reimbursed by the Chargor to the Lender on a full indemnity basis and shall carry interest in accordance with clause 15.1.

8.2 Exercise of rights

- 8.2.1 The rights of the Lender under clause 8.1 are without prejudice to any other rights of the Lender under this deed.
- 8.2.2 The exercise of any rights of the Lender under this deed shall not make the Lender liable to account as a mortgagee in possession.

8.3 Power to dispose of chattels

- 8.3.1 At any time after the security constituted by this deed has become enforceable, the Lender or any Receiver may, as agent for the Chargor, dispose of any chattels or produce found on any Charged Property (provided that the Chargor is the legal owner of such chattels or produce).
- 8.3.2 Without prejudice to any obligation to account for the proceeds of any disposal made under clause 8.3.1, the Chargor shall indemnify the Lender and any Receiver against any liability arising from any disposal made under clause 8.3.1.

8.4 Lender has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this deed (either expressly or impliedly) or by law on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Lender in relation to any of the Secured Assets whether or not it has taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

8.5 Conversion of currency

- 8.5.1 For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Lender may convert any monies received, recovered or realised by it under this deed (including the proceeds of any previous conversion under this clause 8.5) from their existing currencies of denomination into any other currencies of denomination that the Lender may think fit.
- 8.5.2 Any such conversion shall be effected at the Barclays Bank PLC then prevailing spot selling rate of exchange for such other currency against the existing currency.
- 8.5.3 Each reference in this clause 8.5 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

8.6 New accounts

- 8.6.1 If any Secured Party receives, or is deemed to have received, notice of any subsequent Security, or other interest, affecting all or part of the Secured Assets, a Secured Party may open a new account for the Chargor in that **Secured Party's** books. Without prejudice to the Lender's right to combine accounts, no money paid to the credit of the Chargor in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.

8.6.2 If a Secured Party does not open a new account immediately on receipt of the notice, or deemed notice, under clause 8.6.1, then, unless that Secured Party gives express written notice to the contrary to the Chargor, all payments made by the Chargor to that Secured Party 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 Liabilities, as from the time of receipt or deemed receipt of the relevant notice by that Secured Party.

8.7 Indulgence

The Lender may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this deed (whether or not any such person is jointly liable with the Chargor) in respect of any of the Secured Liabilities, or of any other security for them without prejudice either to this deed or to the liability of the Chargor for the Secured Liabilities.

8.8 Appointment of an Administrator

8.8.1 The Lender may, without notice to the Chargor, appoint any one or more persons to be an Administrator of the Chargor pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this deed becomes enforceable.

8.8.2 Any appointment under this clause 8.8 shall:

- (a) be in writing signed by a duly authorised signatory of the Lender; and
- (b) take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.

8.8.3 The Lender may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this clause 8.8 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

9 WHEN SECURITY BECOMES ENFORCEABLE

9.1 Security becomes enforceable on Event of Default

The security constituted by this deed shall become enforceable in accordance with the Facility Letter.

9.2 Discretion

After the security constituted by this deed has become enforceable, the Lender may, in its absolute discretion, 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 Secured Assets.

10 ENFORCEMENT OF SECURITY

10.1 Enforcement powers

10.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this deed.

10.1.2 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall, be immediately exercisable at any time after the security constituted by this deed has become enforceable under clause 9.1.

10.1.3 Section 103 of the LPA 1925 does not apply to the security constituted by this deed.

10.2 **Extension of statutory powers of leasing**

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Lender and any Receiver, at any time after the security constituted by this deed has become enforceable, whether in its own name or in that of the Chargor, to:

10.2.1 grant a lease or agreement for lease;

10.2.2 accept surrenders of leases; or

10.2.3 grant any option of the whole or any part of the Secured Assets with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Chargor, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Lender or Receiver thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

10.3 **Access on enforcement**

10.3.1 At any time after the Lender has demanded payment of the Secured Liabilities or if the Chargor defaults in the performance of its obligations under this deed or the Facility Letter, the Chargor will allow the Lender or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Secured Asset and for that purpose to enter on any premises where a Secured Asset is situated (or where the Lender or a Receiver reasonably believes a Secured Asset to be situated) without incurring any liability to the Chargor for, or by any reason of, that entry.

10.3.2 At all times, the Chargor must use its best endeavours to allow the Lender or its Receiver access to any premises for the purpose of clause 10.3.1 (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.

10.4 **Prior Security**

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

(a) redeem any prior Security over any Secured Asset;

(b) procure the transfer of that Security to itself; and

(c) settle and pass any account of the holder of any prior Security,

any accounts so settled and passed shall, in the absence of any manifest error, be conclusive and binding on the Chargor.

10.4.2 The Chargor shall pay to the Lender immediately on demand all principal, interest, costs charges and expenses of and incidental to, any such redemption or transfer, and such amounts shall be secured as part of the Secured Liabilities.

10.5 Protection of third parties

No purchaser, mortgagee or other person dealing with the Lender, any Receiver or Delegate shall be concerned to enquire:

10.5.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;

10.5.2 whether any power the Lender, a Receiver or Delegate is purporting to exercise has become exercisable or is being properly exercised; or

10.5.3 how any money paid to the Lender, any Receiver or any Delegate is to be applied.

10.6 Privileges

Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

10.7 No liability as mortgagee in possession

Neither the Lender, nor any Receiver or any Delegate shall be liable, by reason of entering into possession of a Secured Asset or for any other reason, to account as mortgagee in possession in respect of all or any of the Secured Assets, nor shall any of them be liable for any loss on realisation of, or for any act or default or omission for which a mortgagee in possession might be liable.

10.8 Relinquishing possession

If the Lender, any Receiver or Delegate enters into or takes possession of a Secured Asset, it may at any time relinquish possession.

10.9 Conclusive discharge to purchasers

The receipt of the Lender, or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any acquisition in the exercise of their respective powers, the Lender, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it thinks fit.

10.10 Right of appropriation

10.10.1 To the extent that:

- (a) the Secured Assets constitute Financial Collateral; and
- (b) this deed and the obligations of the Chargor under it constitute a Security Financial Collateral Arrangement,

the Lender shall have the right, at any time after the security constituted by this deed has become enforceable, to appropriate all or any of those Secured Assets in or towards the payment or discharge of the Secured Liabilities in any order that the Lender may, in its absolute discretion, determine.

10.10.2 The value of any Secured Assets appropriated in accordance with this clause shall be, in the case of cash, the amount standing to the credit of each of the Chargor's accounts with any bank, financial institution or other person, together with any accrued but unpaid interest, at the time the right of appropriation is exercised.

10.10.3 The Chargor agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the UK Financial Collateral Regulations.

11 RECEIVER

11.1 Appointment

11.1.1 At any time after the security constituted by this deed has become enforceable, or at the request of the Chargor, the Lender may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Secured Assets.

11.1.2 The Lender may not appoint a Receiver solely as a result of the obtaining of a moratorium (or as a result of anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in section A52(4) of Part A1 of the Insolvency Act 1986.

11.2 Removal

The Lender may, without further notice (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receiver), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

11.3 Remuneration

The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925, and the remuneration of the Receiver shall be a debt secured by this deed, to the extent not otherwise discharged.

11.4 Power of appointment additional to statutory powers

The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

11.5 Power of appointment exercisable despite prior appointments

The power to appoint a Receiver (whether conferred by this deed or by statute) shall be, and remain, exercisable by the Lender despite any prior appointment in respect of all or any part of the Secured Assets.

11.6 Agent of the Chargor

11.6.1 Any Receiver appointed by the Lender under this deed shall be the agent of the Chargor and the Chargor shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Chargor goes

into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lender.

- 11.6.2 No Secured Party will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

12 POWERS OF RECEIVER

12.1 General

12.1.1 Any Receiver appointed by the Lender under this deed shall, in addition to the rights, powers and discretions conferred on it by statute, have the rights, powers and discretions set out in clause 12.2 to clause 12.21.

12.1.2 A Receiver has all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the LPA 1925, and shall have those rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986 whether it is an administrative receiver or not.

12.1.3 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing it states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.

12.1.4 Any exercise by a Receiver of any of the powers given by clause 12 may be on behalf of the Chargor, the directors of the Chargor or itself.

12.2 Repair and develop Charged Properties

A Receiver may undertake or complete any works of repair, alteration, building or development on the Charged Properties and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

12.3 Surrender leases

A Receiver may grant, or accept surrenders of, any leases or tenancies affecting any Secured Assets on any terms, and subject to any conditions, that it thinks fit.

12.4 Employ personnel and advisors

A Receiver may provide services and employ or engage any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that it thinks fit. A Receiver may discharge any such person or any such person appointed by the Chargor.

12.5 Make VAT elections

A Receiver may make, exercise or revoke any value added tax option to tax as it thinks fit.

12.6 Remuneration

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by it) that the Lender may prescribe or agree with it.

12.7 Realise Secured Assets

A Receiver may take immediate possession of, get in and realise any Secured Assets.

12.8 Manage or reconstruct the Chargor's business

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Chargor.

12.9 Dispose of Secured Assets

A Receiver may sell, exchange, convert into money and realise all or any of the Secured Assets in respect of which it is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as it thinks fit. Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Secured Assets to be sold.

12.10 Sever fixtures and fittings

A Receiver may sever and sell separately any fixtures or fittings from any Charged Property without the consent of the Chargor (but only in circumstances where the Chargor has the right to sever and sell separately any such fixtures and fittings).

12.11 Valid receipts

A Receiver may give valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Secured Assets.

12.12 Make settlements

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who claims to be a creditor of the Chargor relating in any way to any Secured Asset.

12.13 Bring proceedings

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Secured Assets as it thinks fit.

12.14 Make calls on Chargor members

A Receiver may make calls conditionally or unconditionally on the members of the Chargor in respect of uncalled capital with (for that purpose and for the purpose of enforcing payments of any calls so made) the same powers as are conferred by the articles of association of the Chargor on its directors in respect of calls authorised to be made by them.

12.15 Insure

A Receiver may, if it thinks fit, but without prejudice to the indemnity in clause 15, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Chargor under this deed.

12.16 Subsidiaries

A Receiver may form a subsidiary of the Chargor and transfer to that subsidiary any Secured Asset.

12.17 Borrow

A Receiver may, for whatever purpose it thinks fit raise and money borrowed either unsecured or on the security of all or any of the Secured Assets in respect of which it is appointed on any terms that it thinks fit (including, if the Lender consents, terms under which that security ranks in priority to this deed).

12.18 Redeem prior Security

A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Chargor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

12.19 Delegation

A Receiver may delegate its powers in accordance with this deed.

12.20 Absolute beneficial owner

A Receiver may, in relation to any of the Secured Assets, exercise all powers, authorisations and rights it would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Secured Assets or any part of the Secured Assets.

12.21 Incidental powers

A Receiver may do any other acts and things:

12.21.1 that it may consider desirable or necessary for realising any of the Secured Assets;

12.21.2 that it may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law; or

12.21.3 that it lawfully may or can do as agent for the Chargor.

13 DELEGATION

13.1 Delegation

The Lender or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this deed (including the power of attorney granted under clause 17.1).

13.2 Terms

The Lender and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit in the interests of the Secured Parties.

13.3 Liability

Neither the Lender nor any Receiver shall be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

14 APPLICATION OF PROCEEDS

14.1 Order of application of proceeds

All monies received or recovered by the Lender, a Receiver or a Delegate under this deed or in connection with the realisation or enforcement of all or part of, the security constituted by this deed has become enforceable, shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority (but without prejudice to **any Secured Party's** right to recover shortfall from the Chargor):

14.1.1 in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Lender (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this deed, and of all remuneration due to any Receiver under or in connection with this deed;

14.1.2 in or towards payment of the Secured Liabilities in any order and manner that the Lender determines; and

14.1.3 in payment of the surplus (if any) to the Chargor or other person entitled to it.

14.2 **Appropriation**

Neither the Lender, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

14.3 **Suspense account**

All monies received by the Lender, a Receiver or a Delegate under this deed:

14.3.1 may, at the discretion of the Lender, Receiver or Delegate, be credited to any suspense or securities realised account;

14.3.2 shall bear interest, if any, at the rate agreed in writing between the Lender and the Chargor; and

14.3.3 may be held in that account for so long as the Lender, Receiver or Delegate thinks fit.

15 **COSTS AND INDEMNITY**

15.1 **Costs**

The Chargor shall, promptly on demand, pay to, or reimburse, the Lender and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by any Secured Party in connection with:

15.1.1 the Secured Assets;

15.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) **any Secured Party's** rights under this deed; or

15.1.3 taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost, charge, expense, tax or liability arose until full discharge of that cost, charge, expense, tax or liability (whether before or after judgment, liquidation, winding up or administration of the Chargor) at the rate and in the manner specified in the Facility Letter.

15.2 Indemnity

The Chargor shall indemnify each Secured Party, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

15.2.1 the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Secured Assets;

15.2.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or

15.2.3 any default or delay by the Chargor in performing any of its obligations under this deed.

Any past or present employee or agent may enforce the terms of this clause 15.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

16 FURTHER ASSURANCE

16.1 Further assurance

The Chargor shall promptly, at its own expense, take whatever action the Lender or any Receiver may reasonably require for:

16.1.1 creating, perfecting or protecting the security created or intended to be created by this deed;

16.1.2 facilitating the realisation of any Secured Asset; or

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

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

17 POWER OF ATTORNEY

17.1 Appointment of attorneys

By way of security, the Chargor irrevocably appoints the Lender, every Receiver and every Delegate separately to be the attorney of the Chargor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

17.1.1 the Chargor is required to execute and do under this deed; or

17.1.2 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Lender, any Receiver or any Delegate.

17.2 Ratification of acts of attorneys

The Chargor ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 17.1.

18 RELEASE

18.1 Subject to clause 25.3, at the end of the Security Period, the Lender shall, at the request and cost of the Chargor, take whatever action is necessary to:

18.1.1 release the Secured Assets from the security constituted by this deed; and

18.1.2 reassign the Secured Assets to the Chargor.

19 ASSIGNMENT AND TRANSFER

19.1 Assignment by Lender

19.1.1 Subject to clause 24.1.3, the Lender may, but not otherwise, assign or transfer any or all of its rights and obligations under this deed to any person which it has assigned its rights or obligations to under the Facility Letter.

19.1.2 The Lender may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Chargor, the Secured Assets and this deed that the Lender considers appropriate.

19.1.3 Notwithstanding clause 24.1.1, the Lender may at any time assign in security, or grant any other Security over, any of its rights and obligations under this deed.

19.2 Assignment by Chargor

The Chargor may not assign any of its rights, or transfer any of its rights or obligations, under this deed.

20 SET-OFF

20.1 Secured Party's right of set-off

Each Secured Party may at any time set off any liability of the Chargor to that Secured Party against any liability of that Secured Party to the Chargor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this deed. If the liabilities to be set off are expressed in different currencies, that Secured Party may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by a Secured Party of its rights under this clause 20 not limit or affect any other rights or remedies available to it under this deed or otherwise.

20.2 No obligation to set off

No Secured Party is obliged to exercise its rights under clause 20.1. If, however, it does exercise those rights it must promptly notify the Chargor of the set-off that has been made.

20.3 Exclusion of Chargor's right of set-off

Save as set out in the Facility Letter, all payments made by the Chargor to a Secured Party under this deed shall be made in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

21 AMENDMENTS, WAIVERS AND CONSENTS

21.1 Amendments

No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

21.2 Waivers and consents

21.2.1 A waiver of any right or remedy under this deed or by law, or any consent given under this deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

21.2.2 A failure or delay by a party to exercise, any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this deed. No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this deed by the Lender shall be effective unless it is in writing.

21.3 Rights and remedies

The rights and remedies provided under this deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

22 SEVERANCE

22.1 Severance

If any provision (or part of a provision) of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this deed.

23 COUNTERPARTS

23.1 Counterparts

23.1.1 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

23.1.2 Transmission of an executed counterpart of this deed (but for the avoidance of doubt not just a signature page) by fax or e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this deed. If either method of delivery is adopted, without prejudice to the validity of the deed thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

23.1.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

24 THIRD PARTY RIGHTS

24.1 **Third party rights**

24.1.1 Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or to enjoy the benefit of any term of this Deed.

24.1.2 Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

24.1.3 Any Receiver or Delegate may, subject to this clause 24 and the Third Parties Act, rely on any clause of this Deed which expressly confers rights on it.

25 **FURTHER PROVISIONS**

25.1 **Independent security**

The security constituted by this deed shall be in addition to, and independent of, any other security or guarantee that the Lender may hold for any of the Secured Liabilities at any time. No prior security held by the Lender over the whole or any part of the Secured Assets shall merge in the security created by this deed.

25.2 **Continuing security**

The security constituted by this deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this deed in writing.

25.3 **Discharge conditional**

Any release, discharge or settlement between the Chargor and the Lender shall be deemed conditional on no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

25.3.1 the Lender or its nominee may retain this deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and

25.3.2 the Lender may recover the value or amount of such security or payment from the Chargor subsequently as if the release, discharge or settlement had not occurred.

25.4 **Certificates**

A certificate or determination by the Lender as to any amount for the time being due to it from the Chargor under this deed and the Facility Letter shall be, in the absence of any manifest error, conclusive evidence of the amount due.

25.5 **Consolidation**

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this deed.

25.6 **Charities Act 2011**

25.6.1 The Secured Assets are held by the Chargor, a non-exempt charity, and this deed is not one falling within section 124(9) of the Charities Act 2011, so that the restrictions imposed by section 124 of the Charities Act 2011 apply.

25.6.2 The trustees of the Chargor, being the persons who have the general control and management of its administration, certify that:

- (a) they have the power under the provisions establishing the charity and regulating its purposes and administration to effect this deed; and
- (b) they have obtained and considered such advice as is mentioned in section 124(2) of the Charities Act 2011.

26 NOTICES

26.1 Delivery

26.1.1 Any communication to be made under or in connection with this letter shall be made in writing and, unless otherwise stated, may be made by letter.

26.1.2 The address (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made or delivered under or in connection with this letter is:

- (a) in the case of the Chargor:

143 Upper Clapton Road, London, E5 9DB,
for the attention of Rifka Niederman

- (b) in the case of the Lender:

The Priory, Stomp Road, Burnham, Slough, England, SL1 7LW,
for the attention of Manpreet Singh Johal and Claire Colquhoun

or any substitute address or department or officer as either party may notify to the other by not less than 5 Business Days' notice.

26.1.3 Any communication or document made or delivered by one person to another under or in connection with this deed will only be effective when it has been left at the relevant address or 5 days after being deposited in the post postage prepaid in an envelope addressed to it at that address, and, if a particular department or officer is specified as part of its address details provided under clause 26.1.2, if addressed to that department or officer.

26.2 Service of proceedings

This clause 26 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

26.3 No notice by e-mail

A notice or other communication given under or in connection with this deed is not valid if sent by e-mail.

27 GOVERNING LAW AND JURISDICTION

27.1 Governing law

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

27.2 Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation. Nothing in this clause shall limit the right of the Lender to take proceedings against the Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

27.3 Other service

The Chargor irrevocably consents to any process in any legal action or proceedings under clause 27.2 being served on it in accordance with the provisions of this deed relating to service of notices. Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law.

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

Schedule 1**NOTICE AND ACKNOWLEDGEMENT - TRUST DEED
Part 1****Form of notice**

[On headed notepaper of the Chargor]

[NAME OF COUNTERPARTY]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[POSTCODE]

[DATE]

Dear [NAME OF COUNTERPARTY],

Security Agreement dated [DATE] between [CHARGOR] and [LENDER] (LENDER) (Security Agreement)

We refer to the [DESCRIBE TRUST DEED] (Trust Deed).

This letter constitutes notice to you that under the Security Agreement [(a copy of which is attached)] we have assigned, by way of security, to the Lender all our rights in and to the benefit of the Trust Deed and the property held in trust for us thereunder and the benefit of all other agreements, instruments and rights relating to thereto.

We hereby irrevocably and unconditionally authorise and instruct you:

- 1 without notice or reference to, or further authority from us and without enquiring as to the justification or the validity of those instructions, to comply only with any instructions from time to time received by you from the Lender relating to the Trust Deed and any rights under or in connection with the Trust Deed; and
- 2 to pay all sums payable by you under the Trust Deed directly to the Lender at such other account as the Lender may specify from time to time.

We confirm that:

- We will remain liable under the Trust Deed to perform all the obligations assumed by us under the Trust Deed.
- Neither the Lender nor any receiver or delegate appointed by the Lender will at any time be under any obligation or liability to you under or in respect of the Trust Deed.

Neither the Security Agreement nor this notice releases, discharges or otherwise affects your liability and obligations in respect of the Trust Deed.

Please note that we have agreed that we will not amend or waive any provision of or terminate the Trust Deed

without the prior written consent of the Lender.

The instructions in this notice may only be revoked or amended with the prior written consent of the Lender.

Please confirm that you agree to the terms of this notice, and to act in accordance with its provisions, by sending the attached acknowledgement to the Lender at [ADDRESS LENDER], with a copy to us.

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

Yours sincerely,

.....

[NAME OF CHARGOR]

Part 2**Form of acknowledgement***[On headed notepaper of the counterparty]*

[NAME OF LENDER]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[POSTCODE]

[DATE]

Dear [NAME OF LENDER],

Security Agreement dated [DATE] between [CHARGOR] (Chargor) and [LENDER] (Lender) (Security Agreement)

We confirm receipt from the Chargor of a notice (**Notice**) dated [DATE] of an assignment, by way of security, in favour of the Lender of all the Chargor's rights under [DESCRIBE TRUST DEED] (**Trust Deed**).

[Terms defined in the Notice shall have the same meaning when used in this acknowledgement.]

We confirm that:

- We accept the confirmations and instructions contained in the Notice and agree to comply with the Notice.
- There has been no amendment, waiver or release of any rights or interests in the Trust Deed since the date of the Trust Deed.
- We have not, as at the date of this acknowledgement, received notice that the Chargor has assigned its rights under the Trust Deed to a third party, or created any other interest (whether by way of security or otherwise) in the Trust Deed in favour of a third party.
- The Lender will not in any circumstances have any liability in relation to the Trust Deed.
- The Trust Deed shall not be rendered void, voidable or unenforceable by reason of any non-disclosure by the Lender.

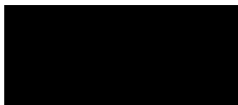
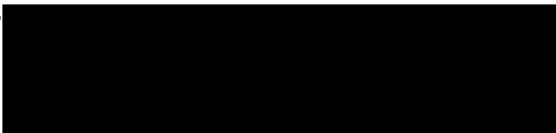
This letter, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

Yours sincerely,

.....

[COUNTERPARTY]

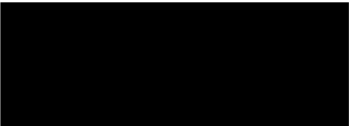

Executed as a deed
by **SF Foundation**
acting by a director
in the presence of:

Signature of witness: 
Sattor Kadirov
Name: ...
Address: 
London,
Office manager
Occupation:


Director

I confirm that I was physically present when Rifka Niederman signed this deed. 

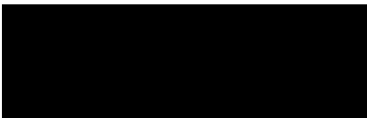
Executed as a deed
by Rifka Niederman, being a charity trustee of SF
Foundation, in the presence of:

Signature of witness: 
Sattor Kadirov
Name: ...
Address: 
London,
Office Manager
Occupation:


Charity Trustee

I confirm that I was physically present when Rifka Niederman signed this deed. 

Executed as a deed
by Hannah Lipschitz, being a charity trustee of SF
Foundation, in the presence of:



Charity Trustee

Signature of witness: 

Sattor Kadirov
Name:

Address: 

.....
Office Manager
Occupation:

I confirm that I was physically present when Hannah Lipschitz signed this deed. 

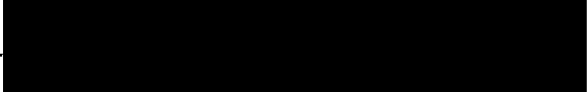
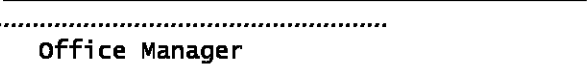
Executed as a deed
by Miriam Schreiber, being a charity trustee of SF
Foundation, in the presence of:



Charity Trustee

Signature of witness: 

Sattor Kadirov
Name:

Address: 
London, 

.....
Office Manager
Occupation:

I confirm that I was physically present when Miriam Schreiber signed this deed. 

Executed as a deed)
by Priory CC106 Limited)
acting by a director)
in the presence of:

Signature of witness: .....

Name: Sharon Garcha

Address: The Priory, Stomp Road,
Burnham, SL1 7LW

Occupation: Personal Assistant



Director

I confirm that I was physically present when MANPREET JOHAL **signed this deed.** 