

MR01

Particulars of a charge



Companies House



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A fee is 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  
instrument Use form MR01

For further information, please  
refer to our guidance at



A20 27/04/2016 #280  
COMPANIES HOUSE

A15 15/04/2016 #26  
COMPANIES HOUSE

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 accompanied by 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

WEDNESDAY

1 Company details

Company number 6 5 7 7 5 3 4  
Company name in full Catch 22 Charity Limited

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 01/04/2016

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 HSBC PRIVATE BANK (UK) LIMITED

Name

Name

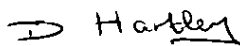
Name

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>	
Brief description	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	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"  Please limit the description to the available space
<b>5</b>	<b>Other charge or fixed security</b>	
	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  <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
<b>6</b>	<b>Floating charge</b>	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box  <input type="checkbox"/> <b>Yes</b> Continue <input checked="" type="checkbox"/> <b>No</b> Go to <b>Section 7</b>  Is the floating charge expressed to cover all the property and undertaking of the company?  <input type="checkbox"/> <b>Yes</b>	
<b>7</b>	<b>Negative Pledge</b>	
	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  <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
<b>8</b>	<b>Trustee statement <sup>①</sup></b>	
	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  <input type="checkbox"/>	<b>①</b> This statement may be filed after the registration of the charge (use form MR06)
<b>9</b>	<b>Signature</b>	
Signature	Please sign the form here  Signature <div style="display: flex; justify-content: space-between; align-items: center;"> <span>X</span>  <span>X</span> </div> This form must be signed by a person with an interest in the charge	

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

Company name

HSBC PRIVATE BANK (UK)  
LIMITED

Address

78 ST JAMES'S STREET

Post town

LONDON

County/Region

Postcode

S W 1 A 1 J B

Country

UNITED KINGDOM

DX

Telephone

020 7088 2036



**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)



**FILE COPY**

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

Company number: 6577534

Charge code: 0657 7534 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th April 2016 and created by CATCH 22 CHARITY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th April 2016.

*f*

Given at Companies House, Cardiff on 4th May 2016



**Companies House**



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

Dated 11 April

2016

Catch 22 Charity Limited

To

HSBC Private Bank (UK) Limited

Certified Copy

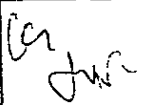
## CHARGE OF SECURITIES

Securities Department  
HSBC Private Bank (UK) Limited  
78 St James's Street  
London  
SW1A 1JB

  
BANK OFFICIAL

40-05-50  
SJS

Chargor's  
Initials



### IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS CHARGE

This document is a Charge of the Securities (including Shares) and other investments, assets, rights and property mentioned in it. You should sign this Charge in front of a witness who should be your solicitor, other legal adviser or a HSBC Private Bank (UK) Limited official.

- HSBC Private Bank (UK) Limited will hold this Charge as security for the debts and/or the other liabilities to HSBC Private Bank (UK) Limited as set out in clause 3 of this Charge. What this means is that both present and future indebtedness, together with the other liabilities in that clause, are secured by this Charge.
- If any of the debts and/or the other liabilities are not paid when due, HSBC Private Bank (UK) Limited can sell the Securities and realise any other investments, assets, rights and property and put the money from the sale or realisation towards the debts and/or the other liabilities.
- The debts may include overdrafts, loans or money due under any other facilities that HSBC Private Bank (UK) Limited has granted to you or grants to you in the future. They may also include any liabilities under any guarantee or indemnity that you have given, or may give in the future, to HSBC Private Bank (UK) Limited, for example, agreements to be responsible for the debts of another customer or for liabilities incurred by HSBC Private Bank (UK) Limited on your behalf.
- This Charge is separate from, and not limited by, any other charge or guarantee which may already have been given to HSBC Private Bank (UK) Limited or which may be given in the future.
- This Charge contains other terms which affect you.

This Charge is an important legal document. HSBC Private Bank (UK) Limited strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Charge.

Checker's Initials	JB
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THIS CHARGE made by deed the 11<sup>th</sup> day of April  
Two thousand and sixteen

BETWEEN

Chargor: Catch 22 Chanty Limited  
Company Number 6577534  
("you")

and HSBC Private Bank (UK) Limited ("the Bank")

WITNESSES as follows

**Meaning of certain words**

- 1 (a) "the Bank" means HSBC Private Bank (UK) Limited (registered in England number 499482) and any person who is entitled at any future date to exercise all or any of the Bank's rights under this Charge
- (b) "you" means the Chargor named above, and words such as "your", "yours", etc should be read in this way. If there is more than one of you, the obligations under this Charge apply to each of you individually as well as jointly
- (c) "Charge" means this Deed
- (d) "Securities" has the meaning set out in clause 5 of this Charge
- (e) "Uncertificated Securities" has the meaning set out in clause 5 of this Charge
- (f) "CREST" and "CREST system" means a system developed and operated by CRESTCo Limited (or any similar system whether or not it replaces it) for the purpose of enabling companies and other persons
  - (i) to permit the holding of units of securities issued by them in uncertificated form,
  - (ii) to transfer by means of the system of title to units of such of those securities as are held in uncertificated form,
  - (iii) to pay dividends in respect of such securities, and
  - (iv) to make rights issues and take other corporate actions by participating issuers

**The Main Subject Matter of this Charge**

***The Debt which is secured on the Securities***

- 2 This Charge is continuing security for the whole and each and every part of the debt mentioned in clause 3 below ("the Debt")
- 3 The Debt is all money and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from you to the Bank

This includes, but is not limited to

- (a) overdrafts, personal and other loans or facilities and further advances of money,
- (b) guarantees and indemnities to the Bank and any of your other contingent liabilities,

- (c) discount, commission and other lawful charges and expenses,
- (d) interest in accordance with any agreement between you and the Bank and, if there is no agreement, interest on any money and liabilities due from you at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice. Interest as above applies before and after any demand or judgement,
- (e) any claim for damages or restitution,
- (f) any claim as a result of any recovery by you of a payment, prepayment, repayment, redemption or defeasance or discharge of those liabilities or obligations on the grounds of preference or otherwise,
- (g) money agreed to be paid by you under clause 23 below,

and any amounts which would be included in any of the above but for the discharge, non-provability, unenforceability or non-allowance of those amounts in any bankruptcy, insolvency or other proceedings

- 4 The Debt is not any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless agreed between you and the Bank

#### ***Charge over Securities***

- 5 (a) With full title guarantee you, and if there is more than one of you, each of you, charge to the Bank as continuing security for the payment and discharge of the Debt (and each and every part of it)
  - (i) all your stock, shares, bonds, debentures, debenture stock, loan stock, unit trust investments, certificates of deposit and other securities of any description and in whatever form described in the Schedule below,
  - (ii) all dividends, interest or other distributions paid or payable in respect of them,
  - (iii) all allotments, accretions, offers, rights, benefits and advantages whatever at any time arising in respect of them,
  - (iv) all stocks, shares, rights, money or property accruing to them or offered at any time by way of conversion, redemption, bonus, preference, option or otherwise in respect of them, and
  - (v) all cash, debentures or other obligations, shares, stocks, securities or other valuable consideration arising under clause 7 (c) below and,
  - (vi) all your right, title and interest in and to any investment or securities account(s) (howsoever described and including linked cash accounts) in which any of the above are from time to time held and all other cash, investments, assets and property of any description from time to time held on such account(s),

("the Securities") but so that the Bank shall not in any circumstances incur any liability whatever in respect of any calls, instalments or otherwise in connection with the Securities. For the avoidance of doubt, the Securities shall include "Uncertificated Securities" (if any). "Uncertificated" in connection with Securities means Securities the relevant title to which, under The Uncertificated Securities Regulations 2001 ("the Regulations"), is not required to be evidenced by a certificate or which is otherwise transferable under the Regulations
- (b) the Bank agrees to release this Charge and transfer back any of the Securities which are registered in its name or held on its behalf when the Debt has been repaid and the Bank is

no longer under an obligation to provide any loan, credit, financial accommodation or other facility to you

## What you agree in relation to the Securities

### *Safeguarding the Bank's Security*

#### 6 You agree that you will

- (a) obtain an undertaking (in form and substance satisfactory to the Bank) that any Securities not held by the Bank will be held to the Bank's order or otherwise as the Bank shall require from time to time,
- (b) comply with your obligations under any investment management agreement of any description ("IMA" or "Investment Management Agreement") relating to the Securities and all other agreements to which the Securities are at any time subject, including any custody agreement and/or terms and conditions relating to any relevant investment and/or securities account(s),
- (c) from time to time, and if and when required, deposit with the Bank and allow the Bank to keep all certificates and documents of title, if any, relating to the Securities,
- (d) give the Bank all details and assistance as is necessary in order that your interests in, and entitlements to, any Uncertificated Securities be vested in the Bank (including, without limitation, giving the Bank such rights of access to your or any other computer systems as shall be necessary to enable the Bank, pursuant to the rights granted to the Bank under this Charge, to input instructions as a system member for the purpose of the CREST system),
- (e) for so long as any Uncertificated Securities are charged under this Charge (and if you are a CREST member or CREST sponsored member) observe and comply with any agreements or regulations relating to CREST from time to time including, without limitation
  - (i) any agreement between you as a CREST member or sponsored member and CRESTCo Limited and/or any bank, including the Bank as a settlement bank, and
  - (ii) the CREST rules and manual and any directions given by or for CRESTCo Limited in accordance with the CREST manual,
- (f) from time to time, and if and when required, ensure that any dividend, interest or other benefit or distribution declared or payable on any of the Securities is paid or assigned to the Bank which it shall then be entitled to apply as though they were proceeds of sale,
- (g) from time to time, and if and when required, ensure that the voting and all other powers and rights attached to the Securities are exercised in such manner as the Bank may direct,
- (h) immediately on receipt of any report, accounts, circular, offer or notice sent or given to you (or any person on your behalf) in respect of the Securities, to send a copy of it to the Bank and tell the Bank that it has to do with this Charge,
- (i) promptly pay all calls or other payments to be made or becoming due and discharge any lien which may arise on any of the Securities,
- (j) not without the Bank's written consent, determine any IMA or otherwise dispose of any of the Securities or any part of, or interest in, them other than in accordance with any IMA (but, for the avoidance of doubt, without withdrawing any Securities from management under such IMA)

#### 7 The Bank may at your expense in all respects do anything, whether or not involving payment, that it may consider necessary to preserve, maintain or enhance the value of the Securities including



- (a) accepting, taking up or dealing with, any rights issue or other offer which may affect the Securities,
- (b) paying any call in respect of the Securities (and the expense of this shall be added to the Debt),
- (c) without notice to you, and without your consent, determine any IMA, sell, exchange or otherwise deal with the Securities in such manner and at such time or times as the Bank may
  - (i) deem expedient, and
  - (ii) upon such terms as the Bank may at its sole discretion determine,

and any disposition may be for cash, debentures or other obligations, shares, stocks, securities or other valuable consideration and may be payable immediately or by instalments over any period as the Bank shall think fit

- 8 You agree, at the Bank's written request, to transfer all or any of the Securities to such nominees or agents or, in the case of Uncertificated Securities, into such escrow account, as the Bank may in each case select. The Bank may hold all or any of the Securities at any Bank branch or with any correspondents or agents or in any account whether in the United Kingdom or overseas and these shall be held at your expense, risk and responsibility
- 9
  - (a) You must not, without the Bank's written consent
    - (i) except as set out in this Charge, in any way, either create, or dispose of, (or agree to) any legal estate or legal or equitable interest (including a mortgage) in the Securities,
    - (ii) negotiate, settle or waive any claim for loss, damage or other compensation affecting the Securities
  - (b) You must do everything in your power to prevent any person from becoming entitled to claim any right over the Securities
  - (c) You must do everything necessary to help the Bank to
    - (i) confirm or protect its interest in the Securities, and
    - (ii) exercise any of its rights under this Charge

This includes immediately signing and delivering documents or doing anything else the Bank reasonably requires (including, without limitation, permitting such access to such computer systems as the Bank may require in respect of Uncertificated Securities pursuant to the rights granted to the Bank under this Charge) whether or not this Charge has become enforceable

#### **When this Charge becomes enforceable**

- 10 You agree that any of the Debt denominated in any currency is due and payable to the Bank on demand, unless the Bank has agreed otherwise
- 11 This Charge shall become enforceable if
  - (a) the Debt, or any part of it, is not paid or discharged when due,
  - (b) you are in breach of any of your obligations under this Charge,
  - (c) you, or if there is more than one of you, any of you, enter into any composition or arrangement with creditors or are made bankrupt, or any step is taken for administration, receivership, winding up (except with the Bank's written consent for the purpose of

reconstruction or amalgamation only) or dissolution, or similar proceedings are taken against you, or any of you,

- (d) anyone seeks to, or takes possession of, or seeks to enforce, or enforces, any security affecting the Securities or if anything else happens which might adversely affect the security given by this Charge,
- (e) your membership (if any) of CREST is suspended or terminated for any reason, or
- (f) any other event occurs that makes this Charge (or any other security for the Debt) enforceable or the Debt becomes due,

and when any of the above has occurred (whether or not it is continuing) and at any time afterwards, the powers of sale and of appointing a receiver conferred by section 101 of the Law of Property Act 1925 shall immediately arise and become exercisable by the Bank in respect of the Securities free from the restrictions contained in sections 103 and 109 of that Act

#### **Appointment and powers of a Receiver**

12 Any receiver appointed by the Bank under this Charge will be your agent and you will be solely responsible for the receiver's acts, remuneration and defaults. Any receiver may be appointed, removed or replaced by the Bank as it may from time to time think fit.

13 In addition to all the powers given by the Law of Property Act 1925, the receiver shall have power

- (a) to sell, or in any other way dispose of, the Securities in the manner and generally on terms the receiver thinks fit in your name and on your behalf,
- (b) to do anything an absolute owner could do with the Securities, including
  - (i) to take possession of the Securities and for that purpose take any proceedings in your name or otherwise,
  - (ii) to borrow money as the receiver may require,
  - (iii) to compromise or settle any claims arising out of, or against, the Securities,
  - (iv) to provide services and employ or engage managers and professional advisers on terms the receiver believes expedient,
  - (v) to make elections for value added tax purposes as the receiver thinks fit,
  - (vi) to transfer the Securities into an escrow account (in the case of Uncertificated Securities),
  - (vii) to do anything the Bank has power to do under this Charge,

and any indebtedness or expenditure incurred as above shall be expenses of the receiver

- (c) to charge remuneration (in addition to all costs, charges and expenses incurred) as the Bank may from time to time agree with the receiver

14 The receiver shall apply all money received

- (a) first, in discharge of all taxes and other charges of whatever kind affecting the Securities,
- (b) second, in keeping down all annual sums or other payments and the interest on all principal sums having priority to the Debt,
- (c) third, in paying the receiver's remuneration and discharging all costs, charges and expenses incurred by the receiver, and

shall then pay the balance of the money to the Bank and the provisions of section 109 (6) and (8) of the Law of Property Act 1925 shall be varied accordingly

#### **Power of Attorney**

15 You, and if there is more than one of you, each of you, irrevocably appoint the Bank, and/or each and every receiver appointed by the Bank, as your attorney and in your name and on your behalf to sign and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which the Bank and/or any receiver may think fit

- (a) in the exercise of any powers or in respect of any of your obligations under this Charge, and
- (b) (i) in the making of any payments, or
- (ii) in doing other things or bringing, settling or defending any proceedings in your name and at your expense

16 This Power of Attorney is given as security for the purposes of the Powers of Attorney Act 1971

#### **The Bank's Additional Powers**

##### ***The Bank has powers of Receiver***

17 At any time after this Charge has become enforceable, and whether or not a receiver has been appointed, the Bank may, in addition to any other powers arising under this Charge, exercise all the powers of a receiver under this Charge

##### ***Buying out prior interests***

18 If someone else has a prior interest in the Securities, the Bank may, at any time, buy out the interest or have it transferred to the Bank. You will be fully bound by the transaction

##### ***Adjustments to Law of Property Act powers and restrictions***

19 The Bank's rights and remedies under this Charge are in addition to, and not in substitution for, any given by law

20 The restriction on the right of consolidating mortgages in section 93 of the Law of Property Act 1925 shall not apply to this Charge

##### ***Making good your defaults***

21 If at any time you fail to comply with any of your obligations under this Charge, the Bank may do anything which, in its reasonable opinion, may be required to remedy the failure, including performing or obtaining compliance with the obligation

##### ***Protection of Purchasers***

22 No one dealing with the Bank, or any receiver, needs to check that the powers under this Charge have arisen or are being properly exercised

#### **Payment of the Bank's Fees, Expenses and Costs**

- 23 (a) You must pay on a full indemnity basis all fees, expenses, liabilities and legal and other costs incurred or charged by the Bank in or incidental to
- (i) the preparation, completion, registration, administration, protection and enforcement (including the costs of any proceedings) of this Charge, and

- (ii) the exercise by the Bank of its rights and powers under this Charge
- (b) Any money incurred under (a) above (whether demanded or not) will be debited to an account in your name with the Bank and, once debited, will carry interest at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice and shall be payable on demand

#### **Independence and duration of this Charge**

- 24 (a) This Charge is in addition to, and independent of, any other security which the Bank may hold at any time for any of the Debt
- (b) No prior security held by the Bank over the Securities shall merge with this Charge
- (c) This Charge remains continuing security against you, and if there is more than one of you, each of you, and if you are an individual, your personal representative, until the Bank releases it in writing

#### **The Bank's powers to deal with Accounts and Money received**

- 25 (a) If the Bank receives notice of any subsequent mortgage or other interest affecting the Securities, the Bank may open a new account or accounts for you. If the Bank does not do so, then all payments made to the Bank after receipt of the notice (other than those expressly appropriated) shall be treated as having been credited to a new account in your name instead of reducing the Debt
- (b) If the Bank has more than one account for you, and this Charge becomes enforceable, or the Bank receives any notice mentioned in (a) above, the Bank may at any time, without prior notice, transfer any credit balance in or towards discharge of any debit balance on any of your accounts. The Bank will notify you of the transfer
- (c) If the Bank has any other mortgage or charge over the Securities, the Bank shall be able to appropriate any money received under this Charge or under the other mortgage or charge
- 26 (a) All money received by the Bank under this Charge may, in the Bank's reasonable discretion, be credited to, and held in, a separate suspense account for so long as the Bank may reasonably think fit until the money, and any interest on it, is used by the Bank in or towards discharge of the Debt
- (b) Any money credited to a suspense account shall be deemed to carry interest from the date of payment into the suspense account at the following rate or rates
  - (i) if and to the extent that the money is used in or towards discharge of the Debt, at the rate or rates applicable from time to time to the Debt which it discharges,
  - (ii) if and to the extent that the money is not used in or towards discharge of the Debt, and is later returned to you, simple interest at a rate to be agreed or, in default of agreement, at a reasonable investment rate

#### **Waiver of set-off**

- 27 You waive any right of set-off you may have now, or at any time in the future, in respect of the Debt

#### **Currency Conversion**

- 28 The Bank may convert any money received under this Charge from the currency in which it is received into any other currency that the Bank requires for the purpose of, or pending, the discharge of the Debt. Any conversion will be effected at the Bank's then prevailing spot selling rate of exchange. References in this clause to currency, include funds of that currency and the Bank may convert funds of one currency into different funds of the same currency

## Dealings with You and Third Parties

- 29 The Bank may, at its discretion, whenever it wants, make any arrangement (whether by way of giving time or other indulgence, variation, exchange, release, modification, refraining from perfection, enforcement or otherwise) with you, or if there is more than one of you, any of you, or any other person, in respect of the Debt, or of any other security for it, without releasing or otherwise affecting either this Charge or the liability for the Debt

## Notices, Governing Law and Jurisdiction

- 30 Any demand, notice or proceeding under this Charge may be served
- (a) by letter, sent by first class post to, or left at, your last known address or registered office, and if sent by post, it will be deemed to have been served at the time it would, in the ordinary course of post, be delivered, or
  - (b) by fax or other electronic means to your last known fax number or electronic mail address and it will be deemed to have been served at the time of transmission

If the Bank is unable to serve notice on all of you (where there is more than one of you) service on any of you is deemed to be service on all of you Any demand or notice may be served by any the Bank manager or officer

- 31
- (a) This Charge shall be governed and construed in accordance with the law of England and Wales
  - (b) You and the Bank submit to the non-exclusive jurisdiction of the courts of England and Wales

## Disclosure of Information

- 32 You consent to the disclosure by the Bank of any information about you, this Charge, the Securities or the Debt to
- (a) any person to whom the Bank has transferred, or proposes to transfer, all or any of its rights under this Charge or the Debt and to any rating agencies and any advisers to the Bank in connection with such transfer, and/or
  - (b) any person with whom the Bank has entered into, or proposes to enter into, any contractual arrangements in respect of this Charge or the Debt, and/or
  - (c) any company within the HSBC Group, being HSBC Holdings plc and its associated and subsidiary companies from time to time or any of its or their agents, and/or
  - (d) any person to whom the Bank considers that it is necessary or desirable to give notice of this Charge for the purposes of protecting, perfecting or enforcing the Bank's rights or interest in respect of this Charge or any Securities, and/or
  - (e) any insurer who is to or who proposes to provide insurance to the Bank in respect of this Charge or the Debt or securities and/or
  - (f) any other person to whom, and to the extent that such information as required to be disclosed by an applicable law or regulation

### Transfer of Rights

- 33 (a) The Bank may transfer all or any part of its rights under this Charge to any person at any time
- (b) If the Bank transfers all or any part of its rights under this Charge, your rights under this Charge will stay exactly the same
- (c) You will be bound to any person to whom the Bank transfers any such rights. That person will have the Bank's powers and rights so far as the Bank transfers these to that person
- (d) The Bank will be released automatically from its obligations to you so far as that person assumes the Bank's obligations
- (e) You will, at the expense of the Bank or the person to whom the rights are transferred, do anything reasonably requested by the Bank to effect a transfer of all or any part of its rights under this letter
- (f) You will not transfer all or any part of your rights under this Charge without the prior written consent of the Bank
- (g) In the Transfer of Rights provisions and in the Disclosure of Information provisions above
- (i) the term **transfer** means sale, assignment and/or transfer,
  - (ii) the term **rights** means rights, benefits and/or obligations, and
  - (iii) the term **person** means any person, trust, fund or other entity

### The Bank's written consent and reasonable requirement

- 34 (a) Where the words "without the Bank's written consent" appear in any clause, the Bank will not unreasonably withhold consent. You agree that it is reasonable for the Bank to refuse to consent to something if, in the Bank's reasonable opinion, it adversely affects or might affect
- (i) the Bank's security under this Charge and the Bank's ability to enforce this Charge,
  - (ii) the value of the Securities and the Bank's ability to sell the Securities,
  - (iii) the Bank's ability to recover the Debt, or
  - (iv) the assessment of the value of this Charge as an asset of the Bank
- (b) Where the words "the Bank reasonably requires" appear in any clause, you agree that it is reasonable for the Bank to require something if, in the Bank's reasonable opinion, it will or might assist in
- (i) the preservation of the Bank's security under this Charge or the value of the Securities, or
  - (ii) the Bank's ability to recover the Debt

### Severance and Modification - Unenforceability

- 35 (a) If any of the clauses (or part of a clause) of this Charge is or becomes invalid or unenforceable in any way under any law, the validity of the remaining clauses (or part of a clause) will not in any way be affected or impaired
- (b) If any invalid or unenforceable clause (or part of a clause) would not be invalid or unenforceable if its form or effect were modified in any way, it shall be deemed to have the modified form or effect so long as the Bank consents

- . . .
- (c) If this Charge is unenforceable or otherwise ineffective against you, or if there is more than one of you, any of you, none of the rest of you will be released from your obligations under this Charge

#### **Counterparts**

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

#### **Interpretation**

- 37 In this Charge

- (a) the headings are used for guidance only,
- (b) any reference to a person includes a body corporate,
- (c) any reference to any statute, or any section of any statute, or any regulation includes reference to any statutory modification or re-enactment of it for the time being in force,
- (d) references to the singular include the plural and vice versa

IN WITNESS of the above, this document, which is intended to take effect as a deed, has been executed by the Chargor and is now delivered on the date mentioned above

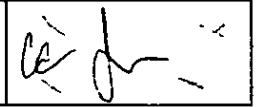
## SCHEDULE

Description of Stock, Shares, Bonds, Debentures,  
Debenture Stock, Loan Stock, Certificates of Deposit  
and other Securities

All your stock, shares, bonds, debentures, debenture stock, loan stock, certificates of deposit and other securities from time to time of whatever description and in whatever form including, without limitation, all or any of which are at any time comprised in, and managed under, an Investment Management Agreement and/or held in any investment or securities account(s) of any kind (howsoever described)

This Charge is an important legal document. HSBC Private Bank (UK) Limited strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Charge

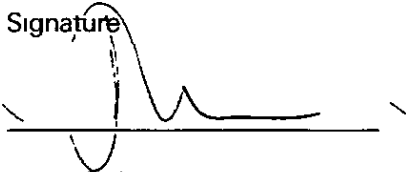
Chargor's  
Initials



Executed as a deed by the Chargor acting by

Signature

Director

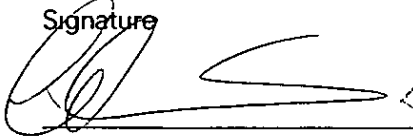


Name in full

JIM MCKENNA  
(Block letters)

Signature

Director/Secretary



Name in full

EARL CRAMER  
(Block letters)

Executed as a deed by the Chargor acting by

Signature

Director

IF Jock  
Duff - ?



Name in full

  
(Block letters)

In the presence of

Full name of witness

PAULA HAVELL

Signature of witness

Witness

  
(Block letters)

Address

5b Queens Road  
Tunbridge Wells  
TN4 9LL

Occupation

Executive Assistant



*For Bank Use Only*

**This Deed of Release**

In this Deed the words used have the meanings given to them in the Charge The Bank releases and transfers (as appropriate) to the Secunties now comprised in the Charge

Signed as a deed and delivered this \_\_\_\_\_ day of \_\_\_\_\_ 2

by \_\_\_\_\_  
(Block letters) (Signature)

as the attorney and on behalf of HSBC Private Bank (UK) Limited

in the presence of

Full name of witness \_\_\_\_\_  
(Block letters)

Signature of witness \_\_\_\_\_

Address

Occupation Bank Official