



Registration of a Charge

Company name: **ANGELA'S SWIMSCHOOL (UK) LIMITED**

Company number: **07522438**



X6D3M41N

Received for Electronic Filing: **18/08/2017**

Details of Charge

Date of creation: **18/08/2017**

Charge code: **0752 2438 0001**

Persons entitled: **METRO BANK PLC**

Brief description: **FIXED AND FLOATING CHARGES OVER THE UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE INCLUDING GOODWILL UNCALLED CAPITAL BUILDINGS FIXTURES PLANT AND MACHINERY.**

Contains fixed charge(s).

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

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: **CHARLIE EVANS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7522438

Charge code: 0752 2438 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th August 2017 and created by ANGELA'S SWIMSCHOOL (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th August 2017 .

Given at Companies House, Cardiff on 22nd August 2017

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 18th August 2017

1. **ANGELA'S SWIMSCHOOL (UK)
LIMITED**
2. **METRO BANK PLC**

Debenture

This Debuture is made as a Deed on the 1st day of August 2017

BETWEEN:

- (1) **ANGELA'S SWIMSCHOOL (UK) LIMITED** incorporated and registered in England and Wales with registered number 07522438 whose registered office is at 74 Top Dartford Road, Hextable, Kent, BR8 7SQ (the **Chargor**); and
- (2) **METRO BANK PLC** whose registered office is at One Southampton Row, London, WC1B 5HA (registered number 6419578) (the **Lender**).

This Deed witnesses as follows:

1 DEFINITIONS AND INTERPRETATION

Administrator means an administrator appointed to manage the affairs, business and property of the **Chargor** pursuant to this Deed;

Charged Assets means all the property, assets and rights charged under this Deed;

Costs means all costs, charges, expenses and liabilities of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax charged on costs;

Encumbrance means any mortgage, charge (whether fixed or floating), option, pledge, lien, hypothecation, assignment, trust arrangement, title retention (other than title retention arising in the ordinary course of trading as a result of a supplier's standard terms of business) or other right having the effect of constituting security and any agreement, whether conditional or otherwise, to create any of the foregoing;

Enforcement Event means an event described in Clauses 11.1.1 to 11.1.3 inclusive;

Expenses means all fees and legal and other costs charges and expenses which the **Lender** or any **Receiver** may charge or incur in relation to the **Chargor** or this Deed or any **Relevant Agreement** and the preparation, negotiation and creation of this Deed and/or in relation to the **Charged Property** and/or breach of any provision of, and the protection realisation or enforcement of, this Deed or any **Relevant Agreement**, in each case on a full indemnity basis;

Financial Collateral shall have the meaning given to that expression in the **Financial Collateral Regulations**;

Financial Collateral Regulations means the **Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003/3226)**;

Fixed Charged Assets means all the property, assets and rights charged under Clauses 2.2.1 to 2.2.10 inclusive;

Floating Charged Assets means all the property, assets and rights charged under Clause 2.2.11;

Full Title Guarantee has the meaning ascribed by the **Law of Property (Miscellaneous Provisions) Act 1994**;

Insolvency Event means in relation to any person (whether an individual or a body corporate) (i) that person becomes insolvent or unable to pay its debts as they fall due or (ii) any steps are taken for or with a view to the making of an administration order or the appointment of an administrator or trustee in bankruptcy in respect of that person or any steps are taken for or with a view to the winding-up, dissolution, liquidation, reconstruction or

reorganisation of that person or (iii) a bankruptcy petition is presented or (iv) that person enters into a voluntary arrangement or other dealing with any of its creditors with a view to avoiding, or in expectation of, insolvency or stopping or threatening to stop payments to creditors generally or (v) an encumbrancer takes possession or a trustee in bankruptcy (in the case of an individual) or a receiver or manager is appointed of the whole or any material part of that person's assets and includes any equivalent or analogous proceedings by whatever name known in whatever jurisdiction;

Interest means interest at the highest prevailing rate charged to the Chargor by the Lender from time to time under any Relevant Agreement and if there is no such agreement, interest shall be computed and compounded according to the Lender's usual rates and practice and so that interest shall be computed and compounded as well after as before any demand made or decree or judgment obtained under this Deed;

LPA means the Law of Property Act 1925 (as amended);

Property means the property described in Schedule 1;

Receiver means a receiver and/or administrator and/or manager (and, if permitted by law, an administrative receiver) of any or all of the Charged Assets appointed under this Deed;

Relevant Agreement means any agreement or instrument from time to time constituting or evidencing the Secured Liabilities as amended or supplemented from time to time;

Secured Liabilities means all or any monies and liabilities which are for the time being and from time to time (and whether on or at any time after demand) due, owing or payable, or expressed to be due, owing or payable, in whatsoever manner to the Lender by any Chargor, whether actually or contingently, solely or jointly and whether as principal or surety, together with Interest and Expenses and all other charges or commission which the Lender may charge or incur in respect of any of those matters; and

Security means the security constituted by this Deed; and

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

1.1 In this Deed, unless the context otherwise requires:

- 1.1.1 the expressions "Chargor" and "Lender" where the context admits include their respective successors in title and assigns;
- 1.1.2 any reference to any statute or statutory provision includes a reference to any subordinate legislation made under that statute or statutory provision, to any modification, re-enactment or extension of that statute or statutory provision and to any former statute or statutory provision which it consolidated or re-enacted before the date of this Deed;
- 1.1.3 a reference to "assets" includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.1.4 Interest will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Lender may select;
- 1.1.5 references to the freehold and leasehold property of the Chargor and the Charged Assets include any part of it or them;
- 1.1.6 references to clauses, sub-clauses and schedules are references to the clauses and sub-clauses of, and schedules to, this Deed.

- 1.2 For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of any Relevant Agreement and of any side letters between any parties in relation to any Relevant Agreement are incorporated in this Deed.
- 1.3 If the Lender considers that an amount 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 If and to the extent that any matter expressly permitted under the terms of any Relevant Agreement constitutes a breach of this Deed, that Relevant Agreement shall, or so long as amounts are outstanding, prevail and the Lender shall be deemed to have consented to that matter for the purposes of this Deed.
- 2 CHARGE**
- 2.1 The Chargor will pay to the Lender the Secured Liabilities immediately on demand as and when the same are expressed to be due for payment in accordance with their respective terms.
- 2.2 The Chargor with Full Title Guarantee charges to the Lender as continuing security for the payment and discharge of the Secured Liabilities:
- 2.2.1 by way of first legal mortgage all the freehold and leasehold property of the Chargor (including the property described in Schedule 1) now vested in it together with all buildings and fixtures (including trade and other fixtures and tenants fixtures) and fixed plant and machinery owned by the Chargor and from time to time in or on such property and the proceeds of sale of such assets;
- 2.2.2 by way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Chargor;
- 2.2.3 by way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Chargor;
- 2.2.4 by way of fixed charge all the plant and machinery vehicles and computer equipment of the Chargor present and future and all associated warranties and maintenance contracts;
- 2.2.5 by way of fixed charge all furniture furnishings equipment tools and other chattels of the Chargor present and future;
- 2.2.6 by way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Chargor;
- 2.2.7 by way of fixed charge all the goodwill and uncalled capital of the Chargor present and future;
- 2.2.8 by way of fixed charge all stocks shares and other securities of the Chargor present and future and all income and rights derived from or attaching to the same;
- 2.2.9 by way of fixed charge all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Chargor or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Chargor or others)

and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world ("Intellectual Property");

2.2.10 by way of fixed charge all book debts and other debts of the Chargor present and future and the proceeds of payment or realisation of each of them; and

2.2.11 by way of floating charge all the undertaking and all property assets and rights of the Chargor present and future not subject to a fixed charge under this Deed.

2.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created pursuant to this Deed and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986.

3 RESTRICTIONS

3.1 The Chargor will not without the previous consent of the Lender:

3.1.1 dispose of the Fixed Charged Assets;

3.1.2 sell, give or share possession of, grant or agree to grant any interest, lease or tenancy of or accept or agree to accept a surrender or any variation or addition to the terms of any lease or tenancy or any part of the Fixed Charged Assets; or

3.1.3 deal with the Chargor's book debts and other debts otherwise than by collecting them in the ordinary course of the Chargor's business and in particular the Chargor will not realise its book debts and other debts by means of block discounting factoring or the like; or

3.1.4 dispose of the Floating Charged Assets other than in the ordinary course of business;

3.1.5 create or attempt to create or permit to arise or subsist any Encumbrance upon any part of the Charged Assets; or

3.1.6 do, or permit to be done, any act or thing, which will or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Charged Assets or the effectiveness of the security created by this Deed.

4 COVENANTS

4.1 The Chargor shall comply with all statutes, byelaws and regulations relating to its trade or business and the whole or any part of the Charged Assets.

4.2 The Chargor shall: (a) promptly provide to the Lender whatever information, documents or papers relating to the Charged Assets as the Lender may from time to time request; and (b) inform the Lender promptly of any acquisition by the Chargor of, or contract made by the Chargor to acquire, any freehold, leasehold or other interest in Property.

4.3 The Chargor shall: (a) at all times keep in good and substantial repair and condition all the Charged Assets including, without limitation, all buildings, erections, structures and fixtures and fittings on and in the Property; (b) keep all equipment on the Property in good repair, working order and condition and fit for its purpose; and (c) where it is uneconomic to repair any part of the Charged Assets, replace such part by another similar asset of equal or greater quality and value.

4.4 the Chargor shall not factor or discount its book debts, and shall get in and realise all its book and other debts in the ordinary course of business and pay the proceeds of those book

and other debts into an account of the Chargor with the Lender or to such other account as the Lender may request.

- 4.5 The Chargor shall not exercise any of its respective rights and powers in relation to any of the stocks shares and other securities charged by this Debenture in any manner which, in the opinion of the Lender, would prejudice the effectiveness of, or the ability of the Lender to realise, the security created by or pursuant to this Debenture.
- 4.6 The Chargor shall, if requested by the Lender and at the Chargor's cost, execute all such further assignments, transfers, charges or other documents in such form as the Lender may require and do all acts that the Lender may require to perfect the Security taken by, or to record the interest of, the Lender in any registers relating to any registered Intellectual Property.
- 4.7 The Chargor shall promptly upon becoming aware of the same give the Lender notice in writing of any breach of: (a) any representation or warranty set out in clause 5; and (b) any covenant set out in this Clause 4.
- 4.8 The Chargor shall permit the Lender and any Receiver and any person appointed by either of them to enter upon any premises of the Chargor and inspect any Property or Charged Asset during normal business hours upon reasonable prior notice.

5 REPRESENTATIONS AND WARRANTIES

- 5.1 The Chargor represents and warrants to the Lender on each day during the continuance of the Security that:
 - 5.1.1 It is duly incorporated with limited liability, validly existing under the laws of its jurisdiction of incorporation and has the power to own its assets and carry on its business as it is being conducted;
 - 5.1.2 It has the power and authority to execute, deliver and perform its obligations under this Debenture and the transactions contemplated by them;
 - 5.1.3 the execution, delivery and performance of the obligations in, and transactions contemplated by, this Debenture does not and will not contravene any of the Chargor's constitutional documents, any agreement or instrument binding on the Chargor or its assets, or any applicable law or regulation;
 - 5.1.4 It has taken all necessary action and obtained all required or desirable consents to enable it to execute delivery and perform its obligations under this Debenture and to make this Debenture admissible in evidence in its jurisdiction of incorporation. Any such authorisations are in full force and effect;
 - 5.1.5 Its obligations under this Debenture are legal, valid, binding and enforceable;
 - 5.1.6 It is the legal and beneficial owner of the Charged Assets free from any Encumbrance other than the Encumbrances created by this Deed;
 - 5.1.7 It has not received or acknowledged notice of any adverse claim by any person in respect of any Charged Asset or any interest in it;
 - 5.1.8 there are no Encumbrances or other matters whatever, which adversely affect the Charged Assets;
 - 5.1.9 there is no breach of any law or regulation, which adversely affects the Charged Assets;

5.1.10 no facility necessary for the enjoyment and use of the Charged Assets is subject to terms entitling any person to terminate or curtail its use; and

5.1.11 nothing has arisen or has been created or is subsisting, which would be an overriding interest in any Property.

6 INSURANCE

6.1 The Chargor will maintain insurance on and in relation to the Charged Assets in accordance with any applicable Relevant Agreement and in any event, with reputable underwriters or insurance companies against such risks to the extent usual for persons carrying on a business such as that carried on by it and such other risks as the Lender may from time to time reasonably require from it and will in so far as is possible, note the interest of the Lender on such policies and will provide copies of all such insurance policies to the Lender on request.

6.2 The Chargor shall procure that the Lender's interest is noted on all its insurance policies, as the Lender may require.

6.3 The Chargor will hold in trust for the Lender all money received under any insurance of the Charged Assets and at the Lender's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Secured Liabilities.

7 DEEDS SECURITIES AND DEBTS

7.1 The Chargor will from the date of this Deed, deposit with the Lender all original insurance policies, deeds and documents of title relating to the Charged Assets.

7.2 The Chargor will if, so required by the Lender, pay into such account or such accounts as the Lender may specify from time to time all money which the Chargor may receive in respect of the Chargor's book debts and other debts, and shall not be entitled to withdraw or otherwise deal with such amounts from such account without the prior written consent of the Lender.

8 NOTICE OF CRYSTALLISATION

8.1 The Lender may by written notice to the Chargor convert the floating charge created by Clause 2.2.11 into a fixed charge as regards any of the Charged Assets specified in such notice.

8.2 The floating charge created by Clause 2.2.11 will, without notice from the Lender, be deemed to have been automatically converted into a fixed charge with effect immediately prior to the occurrence of the following events:

8.2.1 in respect of any Floating Charged Assets which are the subject of any disposal or Encumbrance entered into or permitted to exist in breach of Clause 3.1.5 or in respect of which any person levies or attempts to levy any distress, attachment, execution or other legal process; or

8.2.2 in respect of all the Floating Charged Assets, if and when the Chargor ceases to carry on business or to be a going concern; or

8.2.3 in respect of all the Floating Charged Assets, an Insolvency Event.

8.3 Any asset acquired by the Chargor after any crystallisation of the floating charge created under this Deed which but for such crystallisation would be subject to a floating charge shall (unless the Lender confirms in writing to the contrary) be charged to the Lender by way of first fixed charge.

9 POWERS OF THE LENDER

- 9.1 The Lender may without restriction grant or accept surrenders of leases of the Chargor's freehold and leasehold property or any part of it.
- 9.2 Sections 103 and 109 of the LPA shall not apply to this Deed nor to any sale by the Lender or a Receiver under that Act and the Secured Liabilities shall be deemed to have become due, and the statutory power of sale and the power to appoint a Receiver under Section 101 of the LPA (as varied and extended under this Deed) as between the Lender or such Receiver and a purchaser from the Lender or such Receiver arise and shall be exercisable at any time after the execution of this Deed.
- 9.3 The Lender may under the hand of any official or manager or by deed appoint or remove a Receiver or Receivers of the Charged Assets and may fix and pay the fees of a Receiver but any Receiver shall be deemed to be the agent of the Chargor and the Chargor shall be solely responsible for the Receiver's acts defaults and remuneration.
- 9.4 All or any of the powers conferred on a Receiver by Clause 12 may be exercised by the Lender without first appointing a Receiver or notwithstanding any appointment.
- 9.5 The Lender will not be liable to account to the Chargor as mortgagee in possession for any money not actually received by the Lender.
- 9.6 Section 93(1) of the LPA shall not apply to this Deed.
- 9.7 The Lender shall be entitled (but shall not be bound) to remedy a breach at any time by the Chargor of any of its obligations contained in this Deed and the Chargor irrevocably authorises the Lender and its agents to do all such things as are necessary or desirable for that purpose.
- 9.8 The rights of the Lender under this Clause 9 are without prejudice to any other rights of the Lender under this Deed and the exercise of those rights shall not make the Lender liable to account as a mortgagee in possession.
- 9.9 At any time after the security constituted by this Deed shall have become enforceable, the Lender or any Receiver:
- 9.9.1 may dispose of any chattels or produce found on any Property as agent for the Chargor; and
- 9.9.2 without prejudice to any obligation to account for the proceeds of any sale of such chattels or produce, shall be indemnified by the Chargor against any liability arising from such disposal.
- 9.10 At any time after the security constituted by this Deed shall have become enforceable or after any powers conferred by any Encumbrance having priority to this Deed shall have become exercisable, the Lender may:
- 9.10.1 redeem such or any other prior Encumbrance or procure its transfer to itself; and
- 9.10.2 settle any account of the holder of any prior Encumbrance.

Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Chargor and all monies paid by the Lender to an encumbrancer in settlement of such an account shall, as from its payment by the Lender, be due from the Chargor to the Lender on current account and shall bear interest and be secured as part of the Secured Liabilities.

- 9.11 The Lender may in its discretion grant time or other indulgence or make any other arrangement, variation or release with any person or persons not being a party to this Deed (whether or not such person or persons are 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.

10 ACCOUNTS

- 10.1 If the Lender receives notice of any subsequent Encumbrance or other interest affecting all or part of the Charged Assets, the Lender may open a new account or accounts for the Chargor in the Lender's books and (without prejudice to the Lender's right to combine accounts) no money paid to the credit of the Chargor in any such new account will be appropriated towards or have the effect of discharging any part of the Secured Liabilities.

- 10.2 If the Lender does not open a new account or accounts immediately on receipt of notice under Clause 10.1, unless the Lender gives express written notice to the contrary to the Chargor, as from the time of receipt of the relevant notice by the Lender all payments made by the Chargor to the Lender 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.

- 10.3 If the Lender shall have more than one account for the Chargor in its books, the Lender may at any time after:

10.3.1 the security constituted by this Deed has become enforceable; or

10.3.2 the Lender has received notice of any subsequent Encumbrance or other interest affecting all or any part of the Charged Assets,

transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account which may be in debit but the Lender shall notify the Chargor of the transfer once made.

11 ENFORCEMENT

- 11.1 This Security shall be enforceable immediately, and the Secured Liabilities shall become immediately due and payable to the extent not already due or demanded in accordance with their terms if:-

11.1.1 an Insolvency Event occurs in respect of the Chargor;

11.1.2 the Chargor breaches a provision of any Relevant Agreement; or

11.1.3 payment of any of the Secured Liabilities is demanded by the Lender.

- 11.2 No purchaser, mortgagee or other person dealing with the Lender or any Receiver shall be concerned:

11.2.1 to enquire whether any of the Secured Liabilities have become due or payable or remain unpaid or undischarged, or whether the power the Lender or a Receiver is purporting to exercise has become exercisable; or

11.2.2 to see to the application of any money paid to the Lender or any Receiver.

- 11.3 Neither the Lender nor any Receiver nor any Administrator shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets nor shall any of them be liable for any loss upon realisation of, or for any neglect or default of any nature whatsoever in connection with, all or any of the Charged Assets for which a mortgagee in possession might as such be liable.

12 RECEIVERS

12.1 Any Receiver appointed by the Lender shall be a Receiver and manager and shall have the powers conferred on administrative receivers (notwithstanding that such Receiver is not an administrative receiver) by Section 42 and Schedule 1, Insolvency Act 1986 and shall (in addition to all powers conferred on him by law or by this Deed) have the following powers:

12.1.1 to take possession of and generally manage the Charged Assets and any business of the Chargor;

12.1.2 to carry out on any freehold or leasehold property of the Chargor any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment;

12.1.3 to purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land;

12.1.4 to sell, lease, surrender or accept surrenders of leases, charge or otherwise deal with or dispose of the Charged Assets without restriction including (without limitation) power to dispose of any fixtures separately from the land;

12.1.5 to carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Chargor;

12.1.6 to make any arrangement, settlement or compromise between the Chargor and any other person which he may think expedient;

12.1.7 to appoint managers, officers, servants, workmen and agents for the aforesaid purposes at such salaries and for such periods and on such terms as he may determine;

12.1.8 to effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, any other insurance;

12.1.9 to exercise all powers provided for in the Law of Property Act 1925 in the same way as if he had been duly appointed under that act and exercise all powers provided for an administrative receiver in Schedule 1 of the Insolvency Act 1986; and

12.1.10 to do all such other acts and things as he may consider incidental or conducive to any of the matters or powers in this Deed or which he lawfully may or can do as agent for the Chargor.

12.2 Any Receiver appointed by the Lender under this Deed shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts and remuneration as well as for any defaults committed by him.

12.3 All monies received by the Lender or a Receiver in the exercise of any enforcement powers conferred by this Deed shall be applied:

12.3.1 first in paying all unpaid fees, costs and other liability incurred by or on behalf of the Lender (and any Receiver, attorney or agent appointed by it);

12.3.2 second in paying the remuneration of any Receiver (as agreed between him and the Lender);

- 12.3.3 third in or towards discharge of the Secured Liabilities in such order and manner as the Lender shall determine; and
- 12.3.4 finally in paying any surplus to the Chargor or any other person entitled to it.
- 12.4 Neither the Lender nor any Receiver shall be bound to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order as between any of the Secured Liabilities.
- 12.5 All monies received by the Lender or a Receiver under this Deed may, at the discretion of the Lender or Receiver, be credited to any suspense or securities realised account without any obligation on the part of the Lender to apply the same in or towards discharge of the secured liabilities and shall bear interest at such rate, if any, as may be agreed in writing between the Lender and the Chargor and may be held in such account for so long as the Lender or Receiver thinks fit.
- 13 POWER OF ATTORNEY**
- 13.1 The Chargor, by way of security for the payment of the Secured Liabilities and the performance by the Chargor of its obligations under this Deed, irrevocably appoints the Lender (whether or not a Receiver has been appointed) and also (as a separate appointment) the Receiver severally as the Attorney or Attorneys of the Chargor (with full power of substitution and delegation) in the Chargors name and on the Chargor's behalf and as the Chargor's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by the Lender or any Receiver pursuant to this Deed or the exercise of any of their powers.
- 13.2 The Chargor ratifies and confirms and agrees to ratify and confirm anything which any of its Attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Deed.
- 14 APPOINTMENT OF AN ADMINISTRATOR**
- 14.1 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 Schedule B1 of the Insolvency Act 1986 if this debenture becomes enforceable.
- 14.2 Any appointment under this Clause 14 shall:
- 14.2.1 be in writing signed by a duly authorised signatory of the Lender, and
- 14.2.2 take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986, when the requirements of paragraph 18 of that Schedule B1 are satisfied.
- 14.3 The Lender may (subject to any necessary approval from the court) end the appointment of an Administrator by notice in writing in accordance with this Clause 14 and appoint under that paragraph a replacement for any Administrator whose appointment ends for any reason.
- 15 LIABILITY OF CHARGOR**
- 15.1 The liability of the Chargor under this Deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:
- 15.1.1 any security, guarantee, indemnity, remedy or other right held by or available to the Lender being or becoming wholly or partially illegal, void or unenforceable on any ground; or

- 15.1.2 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
- 15.1.3 any other act or omission which but for this provision might have discharged or otherwise prejudiced or affected the liability of the Chargor.
- 15.2 The Chargor waives any right it may have of requiring 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.
- 15.3 The Chargor waives any present or future right of set-off it may have in respect of the Secured Liabilities (including any sums payable to it under this Deed).

16 RIGHT OF APPROPRIATION

To the extent that the Charged Assets constitute Financial Collateral and this Deed and the obligations of the Chargor hereunder constitute a Security Financial Collateral Arrangement, the Lender shall have the right, at any time after the security constituted this Deed has become enforceable, to appropriate all or any of that Charged Assets in or towards the payment and/or discharge of the Secured Liabilities in such order as the Lender in its absolute discretion may from time to time determine. The value of any Charged Asset appropriated in accordance with this clause shall be the price of that Charged Asset at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Lender may select (including independent valuation). The Chargor agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

17 PRESERVATION OF OTHER SECURITY AND RIGHTS AND FURTHER ASSURANCE

- 17.1 This Deed is in addition to any other security present or future held by the Lender for the Secured Liabilities and shall not merge with or prejudice such other security or any contractual or legal rights of the Lender.
- 17.2 The Security shall be a continuing security for the Secured Liabilities and shall not be satisfied, discharged or affected by any intermediate payment or settlement of account (whether or not any Secured Liabilities remain outstanding thereafter) or any other matter or thing whatsoever.
- 17.3 The Chargor will at its own cost at the Lender's request execute any deed or document and take any action required by the Lender to perfect this security or further to secure on the Charged Assets the Secured Liabilities.

18 COSTS AND INDEMNITY

- 18.1 The Chargor shall pay to or reimburse the Lender and any Receiver on demand, on a full indemnity basis, all Costs incurred by the Lender and/or any Receiver in relation to:

- 18.1.1 this Deed or the Charged Assets; or
- 18.1.2 protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's or the Receiver's rights under this Deed; or
- 18.1.3 suing for, or recovering, any of the Secured Liabilities,

(including, without limitation, the Costs of any proceedings in relation to this Deed or the Secured Liabilities) together with interest.

- 18.2 The Lender and any Receiver and their respective employees and agents shall be indemnified on a full indemnity basis out of the Charged Assets in respect of all actions, liabilities and Costs incurred or suffered in or as a result of:
- 18.2.1 the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this Deed; or
 - 18.2.2 any matter or thing done or omitted to be done in relation to the Charged Assets under those powers; or
 - 18.2.3 any default or delay by the Chargor in performing any of its obligations under this Deed.
- 19 **ASSIGNMENT AND TRANSFER**
- 19.1 The Lender may at any time, without the consent of the Chargor, assign or transfer the whole or any part of the Lender's rights and/or obligations under this Deed to any person.
- 19.2 The Chargor may not assign any of its rights or transfer any of its obligations under this Deed or enter into any transaction, which would result in any of those rights or obligations passing to another person.
- 20 **MISCELLANEOUS**
- 20.1 The rights and powers of the Lender conferred by this Deed are cumulative, may be exercised as often as the Lender considers appropriate, and are in addition to its rights and powers under the general law.
- 20.2 Any waiver or variation of any right by the Lender (whether arising under this Deed or under the general law) shall only be effective if it is in writing and signed by the Lender and applies only in the circumstances for which it was given and shall not prevent the Lender from subsequently relying on the relevant provision.
- 20.3 No act or course of conduct or negotiation by or on behalf of the Lender shall in any way preclude the Lender from exercising any right or power under this Deed or constitute a suspension or variation of any such right or power.
- 20.4 No delay or failure to exercise any right or power under this Deed shall operate as a waiver.
- 20.5 No single or partial exercise of any right under this Deed shall prevent any other or further exercise of that or any other such right.
- 20.6 The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Deed under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.
- 20.7 This Deed may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.
- 20.8 A third party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this Deed.
- 20.9 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).

21 REGISTERED LAND

The Chargor consents to the entry of the following restriction against the Chargor's title to the Property at the Land Registry and shall provide the Lender with all necessary assistance and/or documentation to permit entry of the restriction:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 201[*] in favour of Metro Bank Plc referred to in the charges register, or their conveyancer."

22 NOTICES

22.1 Any notice or demand by the Lender may be served personally on any director or the secretary of the Chargor or may be sent by post or fax or delivered to the Chargor at the Chargor's address last known to the Lender.

22.2 A notice or demand by the Lender by post shall be deemed served on the day after posting.

22.3 A notice or demand by the Lender by fax shall be deemed served at the time of sending.

23 GOVERNING LAW

23.1 This Deed shall be governed by, and construed in accordance with, English law.

23.2 Each party hereby irrevocably submits to the exclusive jurisdiction of the courts of England in respect of any claim or matter arising out of or in connection with this Deed.

IN WITNESS whereof this Deed has been duly executed the day and year first before

Schedule 1

FREEHOLD AND LEASEHOLD PROPERTY

The Chargor does not currently own any Freehold or Leasehold Property.

EXECUTION

The Chargor

Signed as a Deed by ANGELA'S SWIMSCHOOL (UK)
LIMITED acting by a director in the presence of:

AWilson

Director

Witness signature

AW

Name
(in block capitals)

ARRAN BROOKER

Address

VALIANT HOUSE, 12 KNOLL RISE
ORRINGTON, KENT, BR6 0PG

The Lender

Signed for and on behalf of METRO BANK PLC acting
by its duly authorised signatory

Witness signature

Name
(in block capitals)

Address

Occupation

PERSONAL GUARANTEE – INDIVIDUAL GUARANTOR

THIS GUARANTEE is made as a Deed the day of 2017 by

- (1) **ANGELA JANE WILSON** of 74 Top Dartford Road Hextable BR87S
(the Guarantor); and
- (2) **METRO BANK PLC** whose registered office is at One Southampton Row, London, WC1B 5HA (registered number 6419578) (the Lender).

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Guarantee:

Borrower means **Angela's Swimschool (UK) Limited**, a company incorporated and registered in England and Wales with company number 07522438 whose registered office is at **74 Top Dartford Road, Hextable, Kent, BR8 7SQ**;

Business Day means a day (other than a Saturday or a Sunday) on which banks are open for general business in London;

Guaranteed Obligations means all or any monies and liabilities which are for the time being and from time to time (and whether on or at any time after demand) due, owing or payable, or expressed to be due, owing or payable, in whatsoever manner to the Lender by the Borrower whether actually or contingently, solely or jointly and whether as principal or surety;

Limit means **£75,000.00 (seventy five thousand pounds)** plus all interest accruing and payable under clause 4 of this Guarantee and all costs and expenses for which the Lender is entitled to be indemnified under clause 5 of this Guarantee.

Relevant Agreement means any agreement or instrument from time to time constituting or evidencing the Guaranteed Obligations as amended or supplemented from time to time;

Rights means any Security or other right or benefit whether arising by set-off, counterclaim, subrogation, indemnity, proof in liquidation or otherwise and whether from contribution or otherwise;

Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person, or any other agreement having a similar effect;

Warranties means the representations and warranties set out in clause 6.

1.2 In this Guarantee, unless the context otherwise requires:

1.2.1 any reference to a clause, sub-clause, schedule or party is to a clause, sub-clause of, or schedules or party to, this Guarantee;

1.2.2 all references to a statute shall be construed as including references to:

- (a) any statutory modification, consolidation or re-enactment (whether before or after the date of this Guarantee) for the time being in force;
- (b) all statutory instruments or orders made pursuant to that statute; or

- (c) any statutory provisions of which it is a consolidation, re-enactment or modification;
- 1.2.3 any phrase introduced by the terms 'including', 'include, in particular' or any similar expression is illustrative only and does not limit the sense of the words preceding those terms; and
- 1.2.4 any reference to this Guarantee or to any other agreement or document shall be construed as references to this Guarantee or, as the case may be, such other agreement or document, in each case as amended, supplemented, restated or novated from time to time;
- 1.2.5 a reference to the singular includes the plural and vice versa;
- 1.2.6 a reference to the Lender shall include its successors in title and/or assigns
- 1.3 The headings in this Guarantee are inserted for convenience only and do not affect the interpretation of this Guarantee.
- 1.4 If there shall be more than one person named as the Guarantor in this Guarantee, then the liabilities and obligations of such persons under this Guarantee shall be joint and several and references to the Guarantor in this Guarantee shall be construed as references to all such persons or to each or any of them, as the context admits.
- 2 GUARANTEE AND INDEMNITY**
 - 2.1 In consideration of the Lender making or continuing loans to, giving credit or granting banking facilities, accommodation or time to the Borrower as the Lender in its absolute discretion sees fit, the Guarantor unconditionally and irrevocably guarantees the due and punctual payment and performance by the Borrower of the Guaranteed Obligations.
 - 2.2 If the Guaranteed Obligations are not recoverable from the Borrower by reason of illegality, incapacity, lack or exceeding of powers, ineffectiveness of execution or any other reason, the Guarantor shall remain liable under this Guarantee for the Guaranteed Obligations as if it were the sole or principal debtor in respect of those obligations.
 - 2.3 The Guarantor as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under clause 2.1 agrees to indemnify and keep indemnified the Lender in full and on demand from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Lender arising out of, or in connection with, any failure of the Borrower to perform or discharge any of its obligations or liabilities in respect of the Guaranteed Obligations.
 - 2.4 The maximum aggregate liability of the Guarantor to the Lender under this Guarantee shall be the Limit. Where there is more than one person named as the Guarantor in this Guarantee, each person shall be liable up to the Limit. The Lender shall not be entitled to recover more than the Limit under this Guarantee.
- 3 LENDER'S PROTECTIONS**
 - 3.1 This Guarantee is and shall at all times be a continuing security and shall cover the ultimate balance from time to time owing to the Lender by the Borrower in respect of the Guaranteed Obligations.
 - 3.2 The liability of the Guarantor shall not be impaired or discharged by reason of:
 - 3.2.1 any intermediate payment, settlement of account or discharge in whole or in part of the Guaranteed Obligations;
 - 3.2.2 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Lender may now or after the date of this Guarantee have from or against the Borrower or any other person in connection with the Guaranteed Obligations;

- 3.2.3 any act or omission by the Lender or any other person in taking up, perfecting or enforcing any Security, indemnity, or guarantee from or against the Borrower or any other person; or
- 3.2.4 any termination, amendment, variation, novation or supplement of or to any of the Guaranteed Obligations;
- 3.2.5 any grant of time, indulgence, waiver or concession to the Borrower or any other person;
- 3.2.6 any Insolvency, bankruptcy, liquidation, administration, winding up, Incapacity, limitation, disability, discharge by operation of law, or any change in the status constitution, name or style or, if an individual, the death of the Borrower or any other person;
- 3.2.7 any actual or purported termination, or any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or Security held from, the Borrower or any other person including without limitation any co-guarantor in connection with the Guaranteed Obligations;
- 3.2.8 any claim or enforcement of payment from the Borrower or any other person;
- 3.2.9 any release or discharge of any Guarantor from this Guarantee or any person who has given any guarantee of the Guaranteed Obligations from that Guarantee or any security given in respect thereof, or the acceptance of any composition from or the making of any arrangements with any of them; or
- 3.2.10 any act or omission which would not have discharged or affected the liability of the Guarantor had he been a principal debtor instead of a guarantor, or indemnifier or by anything done or omitted by any person which but for this provision might operate to exonerate or discharge the Guarantor or otherwise reduce or extinguish its liability under this Guarantee.
- 3.3 The Lender shall not be obliged before taking steps to enforce any of its rights and remedies under this Guarantee:
 - 3.3.1 to take any action or obtain judgment in any court against the Borrower or any other person; or
 - 3.3.2 to make or file any claim in a bankruptcy, liquidation, administration or Insolvency of the Borrower or any other person; or
 - 3.3.3 to make demand, enforce or seek to enforce any claim, right or remedy against the Borrower or any other person.
- 3.4 The Guarantor warrants to the Lender that he has not taken or received, and shall not take, exercise or receive the benefit of any Rights from or against the Borrower, its liquidator, an administrator, co-guarantor or any other person in connection with any liability of, or payment by, the Guarantor under this Guarantee but:
 - 3.4.1 If any of the Rights is taken, exercised or received by the Guarantor, those Rights and all monies at any time received or held in respect of those Rights shall be held by the Guarantor on trust for the Lender for application in or towards the discharge of the Guaranteed Obligations under this Guarantee; and
 - 3.4.2 on demand by the Lender, the Guarantor shall promptly transfer, assign or pay to the Lender all other Rights and all monies from time to time held on trust by the Guarantor under this clause 3.4.
- 3.5 Until the Guaranteed Obligations have been Irrevocably paid in full,
 - 3.5.1 the Guarantor shall not be entitled to share in any security held or any money received by the Lender in respect of the Guaranteed Obligations or to stand in

the place of the Lender in respect of the Guaranteed Obligations or any such security or money

- 3.5.2 the Guarantor shall not take any step to enforce any right or claim against the Borrower or any other Guarantor (including without limitation any step to prove or claim in a liquidation of the Borrower or any other Guarantor) in respect of any moneys paid by any Guarantor under this Guarantee or have or exercise any rights as surety in competition with the Lender.

4 INTEREST

- 4.1 The Guarantor shall pay interest to the Lender on all sums demanded under this Guarantee from the date of demand by the Lender or, if earlier, the date on which the relevant damages, losses, costs or expenses arose in respect of which the demand has been made, until, but excluding, the date of actual payment.
- 4.2 Interest shall be payable at the highest prevailing rate charged to the Borrower by the Lender from time to time under any Relevant Agreement and if there is no such agreement, interest shall be computed and compounded according to the Lender's usual rates and practice and so that interest shall be computed and compounded as well after as before any demand made or decree or judgment obtained under this Guarantee;

5 COSTS

- 5.1 The Guarantor shall on a full indemnity basis pay to the Lender on demand the amount of all costs and expenses (including legal and out-of-pocket expenses and any valued added tax on those costs and expenses) which the Lender incurs in connection with:
- 5.1.1 the preparation, negotiation, execution and delivery of this Guarantee;
- 5.1.2 any actual or proposed amendment, variation, supplement, waiver or consent under or in connection with this Guarantee;
- 5.1.3 any discharge or release of this Guarantee;
- 5.1.4 the preservation, exercise and enforcement of any rights under or in connection with this Guarantee or any attempt so to do

6 REPRESENTATIONS AND WARRANTIES

- 6.1 The Guarantor represents and warrants that:
- 6.1.1 the execution, delivery and performance of the obligations in, and transactions contemplated by, this Guarantee does not and will not contravene any agreement or instrument binding on the Guarantor or his assets, or any applicable law or regulation;
- 6.1.2 his obligations under this Guarantee are legal, valid, binding and enforceable; and
- 6.1.3 his payment obligations under this Guarantee rank at least pari passu with the claims of all his other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

7 ACCOUNTS

- 7.1 The Lender may place to the credit of a suspense account any monies received under or in connection with this Guarantee in order to preserve the rights of the Lender to prove for the full amount of all its claims against the Borrower or any other person in respect of the Guaranteed Obligations.

- 7.2 The Lender may at any time and from time to time apply all or any monies held in any suspense account in or towards satisfaction of any of the monies, obligations and liabilities the subject of this Guarantee as the Lender, in its absolute discretion, may conclusively determine.
- 7.3 If this Guarantee ceases for any reason whatsoever to be continuing (including but without limitation by actual or purported termination by the Guarantor), the Lender may open a new account or accounts in the name of the Borrower.
- 7.4 If the Lender does not open a new account or accounts pursuant to clause 7.3, it shall nevertheless be treated as if it had done so at the time that this Guarantee ceased to be continuing whether by termination, calling in or otherwise, in relation to the Borrower.
- 7.5 As from the time of opening or deemed opening of a new account, all payments made to the Lender by or on behalf of the Borrower shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount for which this Guarantee is available at that time nor shall the liability of the Guarantor under this Guarantee in any manner be reduced or affected by any subsequent transactions, receipts or payments.
- 8 DISCHARGE CONDITIONAL**
- 8.1 Any release, discharge or settlement between the Guarantor and the Lender in relation to this Guarantee shall be conditional on no right, Security, disposition or payment to the Lender by the Guarantor, the Borrower or any other person in respect of the Guaranteed Obligations being avoided, set aside or ordered to be refunded pursuant to any enactment or law relating to breach of duty by any person, bankruptcy, liquidation, administration, protection from creditors generally or insolvency or for any other reason.
- 8.2 If any right, Security, disposition or payment referred to in clause 8.1 is avoided, set aside or ordered to be refunded, the Lender shall be entitled subsequently to enforce this Guarantee against the Guarantor as if such release, discharge or settlement had not occurred and any such right, Security, disposition or payment had not been given or made.
- 9 PAYMENTS**
- 9.1 All sums payable by the Guarantor under this Guarantee shall be paid in full to the Lender in the currency in which the Guaranteed Obligations are payable:
- 9.1.1 without any set-off, condition or counterclaim whatsoever; and
- 9.1.2 free and clear of any deductions or withholdings whatsoever except as may be required by law or regulation which is binding on the Guarantor.
- 9.2 If any deduction or withholding is required by any law or regulation to be made by the Guarantor, the amount of the payment due from the Guarantor shall be increased to an amount which (after making any deduction or withholding) leaves an amount equal to the payment which would have been due if no deduction or withholding had been required.
- 9.3 The Guarantor shall promptly deliver or procure delivery to the Lender of all receipts issued to him evidencing each deduction or withholding which it has made.
- 9.4 The Guarantor shall not and may not direct the application by the Lender of any sums received by the Lender from the Guarantor under, or pursuant to, any of the terms of this Guarantee.
- 10 TRANSFER**
- 10.1 This Guarantee is freely assignable or transferable by the Lender.
- 10.2 The Guarantor may not assign any of its rights and may not transfer any of its obligations under this Guarantee or enter into any transaction which would result in any of those rights or obligations passing to another person.

11 SET-OFF

11.1 The Guarantor authorises the Lender to apply any credit balance (whether or not then due) to which the Guarantor is at any time beneficially entitled on any account with the Lender in (or towards) satisfaction of any sum then due and payable by the Guarantor to the Lender under this Guarantee, but which is unpaid.

11.2 The Lender shall not be obliged to exercise any rights given to it under clause 11.1.

12 EVIDENCE OF AMOUNTS AND CERTIFICATES

Any certificate, determination or notification by the Lender as to a rate or any amount payable under this Guarantee is (in the absence of manifest error) conclusive evidence of the matter to which it relates and shall contain reasonable details of the basis of determination.

13 REMEDIES, WAIVERS, AMENDMENTS, CONSENTS

13.1 Any amendment to this Guarantee shall be in writing and signed by or on behalf of each party.

13.2 Any waiver of any right or consent given under this Guarantee is only effective if it is in writing and signed by the waiving or consenting party, and applies only in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

13.3 No delay or failure to exercise any right under this Guarantee shall operate as a waiver of that right.

13.4 No single or partial exercise of any right under this Guarantee shall prevent any further exercise of the same or any other right under this Guarantee.

13.5 Rights and remedies under this Guarantee are cumulative and not exclusive of any rights or remedies provided by law or otherwise.

14 SEVERANCE

14.1 The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Guarantee shall not affect the validity, enforceability or legality of the other provisions.

14.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

15 THIRD PARTY RIGHTS

A person who is not a party to this Guarantee shall have no rights to enforce or enjoy the benefit of any term of this Guarantee under the Contracts (Rights of Third Parties) Act 1999.

16 COUNTERPARTS

This Guarantee may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

17 DISCLOSURE

17.1 The Guarantor authorises the Lender to disclose to the such information relating to the Guarantor as the Lender may reasonably consider necessary or desirable in connection with this Guarantee

18 NOTICES

Every notice demand or other communication under this Guarantee shall be in writing and may be delivered personally or by letter or facsimile or email to the address for such party contained in this Guarantee, or such address and/or facsimile number and/or email address as may be notified in accordance with this clause 18 by the relevant party to the other party for such purpose.

19 LAW AND JURISDICTION

This Deed is governed by and shall be construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.

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

Signed as a Deed by ANGELA JANE WILSON in the presence of:

Witness's signature

Name (in block capitals)

Address

Occupation

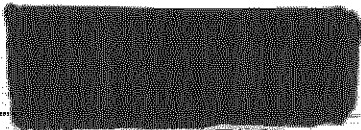
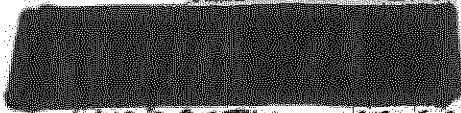
Signed for and on behalf of METRO BANK PLC acting by its duly authorised signatory

Witness signature

Name
(in block capitals)

Address

Occupation



ELISABETH CRIGG
VALEANT HOUSE
12 KNOW RISE
ORINGTON KENT BR6 0PG
SOLICITOR SRA : 527177