



**Registration of a Charge**

Company name: **WEST LONDON ZONE**

Company number: **08991196**



X62BUDO9

Received for Electronic Filing: **16/03/2017**

---

**Details of Charge**

Date of creation: **15/03/2017**

Charge code: **0899 1196 0001**

Persons entitled: **BRIDGES SOCIAL IMPACT BOND FUND LP**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

---

**Authentication of Form**

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

---

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **LAURA CLARK**



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

Company number: 8991196

Charge code: 0899 1196 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th March 2017 and created by WEST LONDON ZONE was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th March 2017 .

Given at Companies House, Cardiff on 17th March 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 15 March 2017**

**WEST LONDON ZONE  
as Chargor**

**and**

**BRIDGES SOCIAL IMPACT BOND FUND LP  
as the Secured Party**

---

**SECURITY DEED**

---

Certified a true and complete copy  
of the original

*Freshfields Bruckhaus Deringer LLP*  
Freshfields Bruckhaus Deringer LLP  
65 Fleet Street  
London  
EC4Y 1HS



**Freshfields Bruckhaus Deringer**

Freshfields Bruckhaus Deringer LLP  
65 Fleet Street  
London EC4Y 1HS

## CONTENTS

CLAUSE	PAGE
1. INTERPRETATION.....	2
2. COVENANT TO PERFORM.....	5
3. SET OFF .....	5
4. WARRANTIES AND COVENANTS .....	5
5. SECURITY .....	6
6. ACCOUNT BANK AGREEMENT .....	7
7. POWER OF ATTORNEY .....	8
8. POWER OF SALE .....	8
9. RECEIVER .....	9
10. APPROPRIATION.....	9
11. SECURITY INTEREST ABSOLUTE .....	9
12. FURTHER PROVISIONS .....	10
13. NOTICES AND COMMUNICATIONS .....	11
14. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999.....	11
15. COUNTERPARTS .....	11
16. GOVERNING LAW AND SUBMISSION TO JURISDICTION .....	11
SCHEDULE 1 FORM OF NOTICE TO BE GIVEN TO THE ACCOUNT BANK .....	14

**THIS DEED** is dated 15 March 2017 and made between:

- (1) **WEST LONDON ZONE** limited by guarantee and registered in England and Wales under number 08991196 with registered charity number 1160947 whose registered office is at 187A Freston Road, London W10 6TH (the *Chargor*); and
- (2) **BRIDGES SOCIAL IMPACT BOND FUND LP**, a limited partnership registered under the laws of England and Wales with registered number LP015414 whose principal place of business is at 38 Seymour Street, London W1H 7BP, United Kingdom, acting by its general partner Bridges Social Impact Bond Fund (General Partner) Limited (the *Secured Party*),

each a *Party* and together the *Parties*.

## **WHEREAS**

- (A) Pursuant to a loan agreement (the *Loan Agreement*) dated on or around the date of this Deed between the *Chargor* as borrower (in such capacity, the *Borrower*) and the *Secured Party* as lender (in such capacity, the *Lender*), and subject to the terms and conditions thereof, the *Lender* has agreed to make the A Loan and the B Loan to the *Borrower*.
- (B) Pursuant to the terms of the *Loan Agreement* the *Chargor* is required to grant security over all cash amounts standing to the credit of the Bank Account (as defined below), from time to time in order to secure the *Secured Obligations* (as defined below).
- (C) The B Loan advanced by the *Lender* to the *Borrower* in accordance with the *Loan Agreement* will not be secured.

**NOW IT IS HEREBY AGREED** as follows:

### **1. INTERPRETATION**

#### **1.1 Definitions**

In this Agreement:

*A Loan* has the meaning given to it in the *Loan Agreement*;

*Account Bank* means Lloyds Bank plc;

*Account Bank Agreement* means the Account Bank Agreement dated 2 February 2017, as amended and restated from time to time, between the *Chargor* and the *Account Bank*;

*B Loan* has the meaning given to it in the *Loan Agreement*;

**Bank Account** means the bank account in the name of the Chargor held with the Account Bank with the following details:

Account Name: [REDACTED]

Account Number: [REDACTED]

Sort Code: [REDACTED];

**Business Day** means a day (excluding Saturday and Sunday) on which banks are generally open in London for the transaction of banking business;

**Cash** means all cash held by the Chargor with the Account Bank in the Bank Account from time to time;

**Charged Property** means the whole of the right, title, benefit and interest of the Chargor in the property, assets and rights whatsoever and wheresoever situated, present and future, charged pursuant to Clauses 5.1 and 5.2 this Deed;

**Enforcement Event** means, in relation to the Chargor: (i) the occurrence of an Insolvency Event; (ii) any failure by it to discharge the Secured Obligations when due in accordance with their terms; or (iii) any failure or non-fulfilment by the Chargor of its obligations under this Deed or the Loan Agreement;

**Insolvency Event** means any of the following events occurs:

- (a) the Chargor is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (b) the Chargor becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
- (c) the Chargor makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (d) the Chargor institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation and either (I) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (II) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;
- (e) the Chargor has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (f) the Chargor seeks, or becomes subject to, the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;

- (g) the Chargor has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;
- (h) the Chargor causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in (a) to (g) above (inclusive); or
- (i) the Chargor takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts;

***Related Rights*** means:

- (a) all of the Chargor's rights, powers, benefits, claims, contracts, warranties, remedies, covenants for title, security, guarantees or indemnities in respect of the Account Bank Agreement; and
- (b) any other moneys paid or payable in respect of Account Bank Agreement;

***Secured Obligations*** means:

- (a) all present and future obligations and liabilities (whether actual or contingent and in any currency) of the Chargor to the Secured Party in respect of the A Loan under the Security Documents;
- (b) all banking, legal and other costs, charges and expenses incurred by the Secured Party in connection with the protection, preservation or enforcement of its rights in respect of the A Loan under the Security Documents (as the case may be) or such other document evidencing or securing any such liabilities; and
- (c) all losses and damages sustained, suffered or incurred by the Secured Party arising out of or in connection with any act, matter or thing done or omitted to be done by the Chargor under the Security Documents in respect of the A Loan;

***Security Documents*** means:

- (a) the Loan Agreement (in respect of the A Loan only); and
- (b) this Deed; and

***Security Interest*** means any charge, mortgage, lien (not being a lien arising by operation of law), assignment, pledge or other charge or encumbrance upon the whole or any part of the Chargor's undertaking or assets.

## **1.2 Construction**

- (a) The headings in this Deed shall not affect its interpretation.
- (b) Words denoting the singular number only shall include the plural number also and vice versa; words denoting one gender only shall include the other genders and words denoting persons only shall include firms and corporations and vice versa.
- (c) References to Clauses and Schedules shall, unless the context otherwise requires, be to clauses of and schedules to this Deed.
- (d) Any reference to an enactment is a reference to it as already amended and includes a reference to any repealed enactment which it may re-enact, with or without amendment, and to any re-enactment and/or amendment of it.
- (e) References to any party herein named include references to their successors, transferees and persons deriving title under or through them respectively.
- (f) All references to this Deed or any other deed, agreement or document shall be construed as a reference to this Deed or, as the case may be, such other deed, agreement or document as the same may have been, or may from time to time be, amended, varied or supplemented.
- (g) References to a time of day shall be construed as a reference to London time.
- (h) £ and **GBP** denotes the lawful currency of the United Kingdom.

## **2. COVENANT TO PERFORM**

The Chargor covenants with the Secured Party that it will duly and punctually pay or discharge on demand the Secured Obligations on the dates on which such Secured Obligations are expressed to become due and in the manner provided for in the relevant Security Document.

## **3. SET OFF**

The Secured Party may at any time and from time to time without prior notice or demand to the Chargor set off, transfer and apply any liability it may have to the Chargor against any or all of the Secured Obligations.

## **4. WARRANTIES AND COVENANTS**

4.1 From the date of this Deed until all the Secured Obligations have been satisfied and discharged in full and the Chargor shall have no further actual or contingent liability under the Security Documents and except as otherwise provided in the Security Documents:

- (a) the Chargor warrants that it is the sole absolute legal and beneficial owner of the Charged Property free from all Security Interests, trusts, assignments and

claims (other than any such Security Interests, trusts, assignments and claims created under or pursuant to this Deed);

- (b) the Chargor undertakes that it shall not create, agree to create or permit to subsist any Security Interest (however ranking in point of priority) of any nature whatsoever (including such as arises by operation of law or any enactment) in, over or affecting the Charged Property or over its right to call for a discharge of the security hereby constituted nor deal with such right in any manner (other than any such Security Interest created under or pursuant to any this Deed); and
- (c) the Chargor undertakes that, without the prior consent of the Secured Party, it shall not, and acknowledges that it shall have no entitlement to, withdraw or otherwise deal with any Cash standing to the credit of the Bank Account or otherwise transfer, assign, convey, declare a trust over or otherwise dispose of the Charged Property or any part thereof or its right to repayment thereof or any part thereof, or its right to call for a discharge of the security hereby constituted nor deal with such right in any manner.

## **5. SECURITY**

### **Security**

5.1 As continuing security for the payment and discharge of the Secured Obligations, the Chargor hereby charges in favour of the Secured Party by way of first ranking fixed charge all of its rights, title, interest and benefit, present and future, in and to the Cash and the Bank Account and all property which may now be or is hereafter from time to time standing to the credit of the Bank Account including all rights, moneys and property whatsoever which may from time to time and at any time be distributed or derived from, accrue on, relate to or result from or be represented by the Bank Account in any way whatsoever or be standing to the credit of the Bank Account.

5.2 As continuing security for the payment and discharge of the Secured Obligations, the Chargor, with full title guarantee, hereby assigns absolutely and unconditionally to the Secured Party all of its rights, title, interest and benefit, present and future from time to time in and to the Account Bank Agreement.

### **Discharge of security**

5.3 If at any time the Secured Obligations shall have been unconditionally and irrevocably paid or discharged in full and the Chargor shall be under no commitment, obligation or liability of any kind (present or future, actual or contingent) in relation to the Security Documents, the Secured Party will at the request and cost of the Chargor release all Security Interests created by this Deed.

### **Enforcement**

5.4 The security hereby created shall become enforceable immediately on the occurrence of an Enforcement Event. After the security constituted by this Deed has become enforceable, the Secured Party may in its absolute discretion enforce all or

any part of such security in such manner as it sees fit (and shall not be liable to the Chargor for any loss arising from any omission on its part to take any steps to enforce such security or for the manner in which it enforces or refrains from enforcing any such security) and may exercise all rights, powers and remedies of and exercisable by the Chargor under the Cash, the Bank Account or the Account Bank Agreement and the Secured Party may apply all or any part of the Charged Property towards the discharge of the Secured Obligations in such manner as it deems fit.

### **Primary Security**

5.5 The Charged Property shall be deemed to constitute primary and not collateral security and the security shall not be discharged or impaired by:

- (a) the dealing with, existence or validity of any other security taken by the Secured Party in relation to the Secured Obligations or any enforcement of or failure to take, perfect or enforce any such security;
- (b) any amendment to or variation of the Security Documents or the Secured Obligations;
- (c) any release of, or granting of time or any other indulgence to the Chargor or any third party; or
- (d) any other act, event or omission which would or might but for this Clause 5.5 operate to impair or discharge the security constituted by, or the Chargor's liability under, this Deed including any act, omission or thing which would or might afford an equitable defence to a security.

### **Other Security**

5.6 The security hereby created is a continuing security notwithstanding any intermediate payment or settlement of account for the payment and discharge of the Secured Obligations and is in addition to and shall neither be merged in, nor in any way exclude or prejudice, any other Security Interest, right of recourse, set-off, combination or other right or interest whatsoever which the Secured Party may now have or at any time hereafter hold or have (or would apart from this Deed hold or have) as regards the Chargor or any other person in respect of the Secured Obligations and the Secured Party may at any time take, give up, deal with, vary, exchange, or abstain from perfecting or enforcing any other Security Interest without affecting or prejudicing the security hereby created.

## **6. ACCOUNT BANK AGREEMENT**

### **Notices**

6.1 The Chargor shall, on the date of this Deed, give notice to the Account Bank in the form set out in Schedule 1 (*Form of Notice to be given to the Account Bank*) and shall use all reasonable endeavours to procure that the Account Bank delivers to the Secured Party a duly completed acknowledgement of such notice.

### **Other undertakings**

#### **6.2 The Chargor shall:**

- (a) take all reasonable and practicable steps to preserve and enforce its rights and remedies under or in respect of the Account Bank Agreement; and
- (b) not amend, waive or terminate any term of the Account Bank Agreement unless consented to in writing by the Secured Party.

### **Exercise of rights on Enforcement Event**

6.3 On and after the occurrence of an Enforcement Event, the Secured Party may exercise (without any further consent or authority on the part of the Chargor and irrespective of any direction given by the Chargor) any of the Chargor's rights under the Account Bank Agreement.

## **7. POWER OF ATTORNEY**

The Chargor, by way of security, irrevocably appoints the Secured Party to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents (including any instruments of transfer) and do all things that the Secured Party may consider to be necessary for (a) carrying out any obligation imposed on the Chargor under this Deed or (b) exercising any of the rights conferred on the Secured Party by this Deed or by law (including, after the security constituted hereby has become enforceable, the exercise of any right of a legal or a beneficial owner of the Charged Property). The Chargor shall ratify and confirm all things done and all documents executed by the Secured Party in the exercise of that power of attorney. The Secured Party may exercise the powers conferred by this Clause 7 only after the occurrence of an Enforcement Event.

## **8. POWER OF SALE**

8.1 Upon the occurrence of an Enforcement Event, the parties agree that the Secured Party shall be entitled without prior notice to the Chargor or prior authorisation from any court (a) to exercise all rights and remedies available to a secured party under applicable law with respect to the Charged Property held by the Secured Party in any manner it sees fit or (b) to sell or otherwise dispose of all or any part of the Charged Property (at the times, in the manner and on the terms it thinks fit). If an Enforcement Event has occurred, the Secured Party shall be entitled to apply the proceeds of that sale or other disposal in paying the costs of that sale or disposal and in or towards the discharge of the Secured Obligations.

8.2 The power of sale or other disposal in Clause 8.1 shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925. The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Deed or to any exercise by the Secured Party of its right to consolidate mortgages or its power of sale.

8.3 A certificate in writing by an officer or agent of the Secured Party that any power of sale or other disposal has arisen and is exercisable shall be conclusive

evidence of that fact in favour of a purchaser of all or any part of the Charged Property.

## **9. RECEIVER**

9.1 The Secured Party may by writing (acting through an authorised officer of the Secured Party) without notice to the Chargor, appoint one or more persons to be receiver of the whole or any part of the Charged Property (each such person being (a) entitled to act individually as well as jointly and (b) for all purposes deemed to be the agent of the Chargor) to the extent permitted by law, if an Enforcement Event has occurred.

9.2 In addition to the powers of the Secured Party conferred by Clause 8, each person appointed pursuant to Clause 9.1 shall have, in relation to the Charged Property in respect of which he was appointed, all the powers (a) conferred by the Law of Property Act 1925 on a receiver appointed under that Act, (b) of an administrator set out in Schedule 1 to the Insolvency Act 1986 and (c) (if such person is an administrator) all the other powers exercisable by an administrator in relation to the Chargor by virtue of the Insolvency Act 1986.

9.3 No receiver appointed under this Clause 9 may act in such a way as to prevent the application of the Charged Property as contemplated by Clause 10.

## **10. APPROPRIATION**

To the extent that the Charged Property constitutes "financial collateral" and this Deed and the obligations of the Chargor hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003 No. 3226) (the *Regulations*)), the Secured Party shall also have the right upon the occurrence of an Enforcement Event to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations.

## **11. SECURITY INTEREST ABSOLUTE**

11.1 All rights of the Secured Party hereunder, the grant of the Security Interests in the Charged Property, and all obligations of the Chargor hereunder, shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Security Documents, any agreement with respect to any of the Secured Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Security Documents or any other agreement or instrument relating to any of the foregoing, (c) any exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to or departure from any guarantee, for all or any of the Secured Obligations or (d) any other circumstance that might otherwise constitute a defence available to, or a discharge of, the Chargor in respect of the Secured Obligations or in respect of this Deed (other than the indefeasible payment in full of all the Secured Obligations).

11.2 The collateral constituted by this Deed and all rights, powers and remedies of the Secured Party provided by this Deed or by law shall be cumulative, in addition to and independent of every other security which the Secured Party may at any time hold for the Secured Obligations or any rights, powers and remedies provided by law. No prior security held by the Secured Party over the whole or any part of the Charged Property shall merge into the collateral constituted by this Deed.

10.3 This Deed shall remain in full force and effect as a continuing arrangement unless and until the Secured Party discharges it or it is otherwise discharged (in each case in accordance with this Deed).

## **12. FURTHER PROVISIONS**

### **Further Assurances**

12.1 The Chargor shall on demand execute any document and do any other act or thing (in either case at the expense of the Chargor) which the Secured Party may specify for protecting, preserving or perfecting any security created or intended to be created by this Deed or for facilitating the realisation thereof or otherwise for enforcing the same or exercising any of the powers, rights and discretions of the Secured Party under this Deed, including the execution of all releases, transfers, assignments and other documents and the giving of all notices, orders, instructions and directions which the Secured Party may request.

### **Rights cumulative**

12.2 The rights and powers which this Deed confers on the Secured Party are cumulative, may be exercised as often as the Secured Party considers appropriate and are in addition to its rights and powers under the general law, and the rights of the Secured Party (whether arising under this Deed or under the general law) shall not be capable of being waived or varied otherwise than by express waiver or variation in writing; and, in particular, any failure to exercise or any delay in exercising any such rights shall not operate as a variation or waiver of that or any other such right; any defective or partial exercise of such right shall not preclude any other or further exercise of that or any other such right; and no act or course of conduct or negotiation on their part or on their behalf shall in any way preclude them from exercising any such right or constitute a suspension or variation of any such right.

### **Illegality**

12.3 If any one of the provisions of this Deed is or becomes invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired thereby.

### **Entire Agreement**

12.4 This Deed constitutes the entire agreement between the parties hereto in relation to the subject matter hereof and supersedes all previous proposals, arrangements, agreements and other written and oral communications in relation thereto.

### **Transfers by the Secured Party**

12.5 The Secured Party may not at any time assign or otherwise transfer all or any part of its rights under this Deed.

### **Acknowledgement of Secured Party**

12.6 The Secured Party acknowledges that the Security granted pursuant to this Deed is insufficient to secure the Secured Obligations in their entirety.

## **13. NOTICES AND COMMUNICATIONS**

Any notice, communication or demand under or in connection with this Deed shall be in writing and shall be delivered personally, by post or email to the addresses given in this Deed or at such other address as the recipient may have notified to the other party in writing.

## **14. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

## **15. COUNTERPARTS**

This Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

## **16. GOVERNING LAW AND SUBMISSION TO JURISDICTION**

16.1 This Deed and any non-contractual obligations arising out of or in relation to this Deed shall be governed by, and interpreted and construed in accordance with, the laws of England and Wales.

16.2 Both parties agree that the courts of England and Wales are to have exclusive jurisdiction to settle any disputes (including, without limitation, claims for set-off or counterclaim) which may arise in connection with (i) the creation, validity, effect, interpretation or performance of or, legal relationships established by, this Deed; or (ii) any non-contractual obligations arising in connection with this Deed and for such purposes irrevocably submit to the jurisdiction of the courts of England and Wales.

16.3 Each party irrevocably consents to service of process, or any other documents in connection with proceedings, in any court by facsimile transmission, personal service, delivery at any address specified in this Deed or any other usual address, mail or in any other manner permitted by the law of England and Wales, the law of the place of service or the law of the jurisdiction where proceedings are instituted.

**Address:** [REDACTED]

**EXECUTED and DELIVERED as a )**  
**DEED by BRIDGES SOCIAL )**  
**IMPACT BOND FUND LP, acting by )**  
its general partner **BRIDGES )**  
**SOCIAL IMPACT BOND FUND )**  
**(GENERAL PARTNER) LIMITED : )**  
)  
)  
)  
)  
)

.....  
(signature) .....  
Name: .....  
Title: .....  
.....

**Witnessed by:**  
.....  
(signature) .....  
Name: .....  
Title: .....  
Address: .....

**Schedule 1**  
**Form of Notice to be given to the Account Bank**

To: Lloyds Bank plc (the *Account Bank*)

Date: \_\_\_\_\_ 2017

Dear Sirs

**Security Deed between West London Zone (WLZ) and Bridges Social Impact Bond Fund LP (the *Secured Party*) dated 15 March 2017 (the *Security Deed*)**

1. Terms used in this letter but not defined herein shall have the same meanings ascribed to them in the Security Deed unless the context otherwise requires.
2. We hereby give you notice that, pursuant to the Security Deed:
  - (a) we have charged in favour of the Secured Party all of our rights, title, interest and benefit in and to the Bank Account; and
  - (b) we have assigned to the Secured Party all of our rights, title, interest and benefit in and to the Account Bank Agreement.
3. Please sign and return the enclosed copy of this letter to the Secured Party (with a copy to us) to confirm that you acknowledge receipt of this notice.
4. This letter and any non-contractual obligations arising out of or in relation to this letter are governed by English law.

Yours faithfully,

.....  
for and on behalf of  
**West London Zone**

By counter-signing below we acknowledge receipt of the above notice.

.....  
for and on behalf of  
Lloyds Bank plc

Date: \_\_\_\_\_ 2017