



Registration of a Charge

LLP name: **KEYNES ENTERPRISES LLP**

LLP number: **OC350700**

Received for Electronic Filing: **03/08/2015**



Details of Charge

Date of creation: **29/07/2015**

Charge code: **OC35 0700 0005**

Persons entitled: **NATIONWIDE BUILDING SOCIETY**

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: **CERTIFIED THAT, SAVE FOR MATERIAL REDACTED PURSUANT TO S859G OF THE COMPANIES ACT 2006, THIS INSTRUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **DWF LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC350700

Charge code: OC35 0700 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th July 2015 and created by KEYNES ENTERPRISES LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013 on 3rd August 2015 .

Given at Companies House, Cardiff on 4th August 2015

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under the Limited Liability Partnership
(Application of the Companies Act 2006) Regulations 2009 SI 2009/1804



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

29 JULY

2015

Nationwide Building Society

CHARGE OVER RENT ACCOUNT

Chargor: Keynes Enterprises LLP

Borrower: Keynes Enterprises LLP

IMPORTANT – PLEASE READ THE FOLLOWING NOTE BEFORE EXECUTING THIS CHARGE OVER RENT ACCOUNT

This Charge over Rent Account is an important legal document. Nationwide strongly recommends that you seek the advice of your solicitor or other legal adviser before executing this Charge over Rent Account.

- Nationwide will hold this Charge as security for all your debts and other liabilities owed to Nationwide. This includes all present and future loans or facilities Nationwide has granted or may in the future grant to you.
- Your liabilities under this Charge will include any liabilities owed under any guarantee which you have given or may give to Nationwide in the future.
- This Charge is separate from and not limited by any other security or guarantee which you may have already given or may give to Nationwide in the future.
- This Charge contains other terms which affect you.

THIS CHARGE OVER RENT ACCOUNT dated **29 JULY** 2015 is made **BETWEEN** the **Chargor** and **NATIONWIDE BUILDING SOCIETY** whose principal office is at Nationwide House, Pipers Way, Swindon, SN38 1NW ("Nationwide")

1 Meaning of certain words

1.1 Definitions

In this Charge, unless the context otherwise requires:

Authority	means any governmental body, agency, department or regulatory, self-regulatory or other authority including, without limitation, local and public authorities and statutory undertakings;
Borrower	means the entity whose details appear in Part B of the Schedule;
Charged Balance	means the balance for the time being on the Rent Account and includes all interest accrued thereon;
Chargor	means the entity whose details appear in Part A of Schedule 1;
Default Rate	means the default interest rate specified in the Facility Letter and if there is more than one Facility Letter and more than one default rate the different default rates shall be applied to such parts of the Indebtedness as Nationwide shall in its absolute discretion deem appropriate;
Enforcement Date	means the date on which Nationwide demands the payment or discharge of all or any part of the Indebtedness or, if earlier, any date on, or after, the occurrence of an Event of Default;
Event of Default	has the meaning given to it in the Facility Letter;
Facility Letter	means at any time the facility letter issued by Nationwide and accepted by the Borrower in respect of facilities made available by Nationwide to the Borrower and if there is more than one of them, as the context requires, means each and/or all such facility letters;
Indebtedness	means all moneys, obligations and liabilities to be paid by the Chargor referred to in clause 2;
Receiver	means any one or more receivers and/or managers appointed by Nationwide pursuant to any Security Right granted by the Chargor in favour of Nationwide including any substituted receiver and/or manager;
Regulation	includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any Authority, from time to time;
Rent Account	means the account whose details appear in Part C of Schedule 1;
Security Right	means any mortgage, debenture, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security or other security interest or arrangement of any kind having the effect of conferring security of any kind;
Status Change	means: <ul style="list-style-type: none"> (a) an amalgamation of Nationwide with one or more other building societies pursuant to section 93 of the Building Societies Act 1986; or (b) a transfer of all or substantially all its engagements (including all the obligations of Nationwide under this Charge) to another building society pursuant to section 94 of the Building Societies Act 1986; or (c) a transfer of the whole of Nationwide's business to a company pursuant to section 97 of the Building Societies Act 1986; or

- (d) an alteration in the status of Nationwide by virtue of any statute or statutory provisions which alters, or permits the alteration of the status of building societies generally or building societies which meet specified criteria to that of an institution authorised under the Financial Services and Markets Act 2000 or to a body which is regulated on a similar basis to an institution authorised under the Financial Services and Markets Act 2000;

and "Successor" means the resulting building society, company, institution or body;

Subsidiary shall have the meaning given to it by section 1159 of the Companies Act 2006;

Transfer has the meaning set out in clause 15.6(b);

Transferee has the meaning set out in clause 15.6(b).

2 Indebtedness secured on the Charged Property

2.1 Indebtedness

The Chargor hereby covenants that it will pay to Nationwide all moneys and discharge all obligations and liabilities now or in the future due, owing or incurred to Nationwide by the Chargor when the same become due for payment or discharge whether by acceleration or otherwise. The moneys, obligations or liabilities which are due, owing or incurred to Nationwide may be:

- (a) express or implied;
- (b) present, future or contingent;
- (c) joint or several;
- (d) incurred as principal or under a guarantee or indemnity to Nationwide;
- (e) originally owing to Nationwide or purchased or otherwise acquired by it;
- (f) denominated in Sterling or in any other currency; or
- (g) incurred on any banking or other account or in any other manner whatsoever.

2.2 Other liabilities

The liabilities referred to in clause 2.1 shall, without limitation, include:

- (a) all liabilities arising under this Charge including without limitation under clause 10;
- (b) all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates; and
- (c) interest (both before and after judgement) to date of payment at such rates and upon such terms specified in the Facility Letter, commission, fees and other charges (including interest rate breakage costs) and all legal and all other costs, charges and expenses (including any internal management, monitoring or enforcement costs, charges and expenses of Nationwide) on a full and unqualified indemnity basis which may be incurred by Nationwide in relation to any of the Indebtedness or any guarantee in respect of any part of the Indebtedness, or otherwise in respect of the Chargor or any guarantor of any part of the Indebtedness.

3 Charge

3.1 Fixed charges

The Chargor with full title guarantee as a continuing security for the payment and discharge of the Indebtedness hereby charges to Nationwide all its right, title and interest in the Charged Balance.

3.2 *Credit balances*

The Chargor irrevocably and unconditionally agrees that if there shall from time to time be any credit balance on any of the Chargor's accounts with Nationwide, Nationwide shall have the absolute right to refuse to permit such credit balance to be utilised or withdrawn by the Chargor whether in whole or in part if at that time there is outstanding any of the Indebtedness which is due for payment.

3.3 *Further advances*

This Charge secures further advances made by Nationwide to the Chargor.

4 **The Rent Account**

4.1 *Representation*

The Chargor represents and warrants that it is and shall be the sole beneficial owner of the Rent Account and the Charged Balance, free from any Security Right (other than that created by this Charge).

4.2 *Undertaking*

The Chargor undertakes that it will not assign, transfer, create, attempt to create or permit to subsist any Security Right on the Rent Account or any part of the Charged Balance other than in favour of Nationwide.

4.3 *Dealings with the Rent Account*

The Chargor shall not be entitled, except with Nationwide's prior written consent, to withdraw the Charged Balance or any part of it during the continuance of this Charge. The provisions of this Charge shall take priority, in the event of any inconsistency, over the terms on which any part of the Charged Balance may have been deposited.

4.4 *Notice*

Where the Rent Account is not held with Nationwide, the Chargor shall procure that, within 10 days of the date of the Charge, the bank or building society which holds the Rent Account gives to Nationwide a duly executed form of acknowledgement substantially in the form set out in Schedule 2.

5 **Certification**

5.1 *Certification*

A certificate by a duly authorised officer of Nationwide of the amount of any indebtedness or of the Charged Balance at any time shall be conclusive unless manifestly incorrect.

6 **Certain powers of Nationwide**

6.1 *Subsequent Security Rights*

If Nationwide receives or has notice (actual or constructive) of any subsequent Security Right affecting the Rent Account or any part of it or if the continuing nature of this Charge is determined for any reason, Nationwide may open a new account for the Chargor. If it does not do so then, unless Nationwide gives express written notice to the contrary to the Chargor for the purposes of this Charge, Nationwide shall nevertheless be treated as if it had opened a new account at the time when it received or had such notice and as from that time all payments made by or on behalf of the Chargor to Nationwide shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from the Chargor to Nationwide at the time when it received such notice.

6.2 *Contingencies*

If Nationwide enforces the security constituted by this Charge at a time when no amount in respect of the Indebtedness is due and payable, or when the amount due and payable is not ascertained, Nationwide (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest-bearing suspense account. Nationwide may withdraw amounts standing to the credit of such suspense account to discharge any Indebtedness howsoever incurred.

6.3 *Power to remedy*

If the Chargor at any time defaults in complying with any of its obligations contained in this Charge, Nationwide shall, without prejudice to any other rights arising as a consequence of such default, be entitled (but not bound) to make good such default and the Chargor hereby irrevocably authorises Nationwide and its employees and agents by way of security to do all such things necessary or desirable in connection therewith. Any moneys so expended by Nationwide shall be repayable by the Chargor to Nationwide on demand together with interest at the Default Rate from the date of payment by Nationwide until such repayment, both before and after judgement.

7 Appointment and powers of Receiver

7.1 *Appointment*

At any time on or after the Enforcement Date or if requested by the Chargor, or if the security created by this Charge shall in Nationwide's opinion be in jeopardy, Nationwide may by instrument in writing executed as a deed or under the hand of any director or other duly authorised officer appoint any person to be a Receiver of the Charged Balance or any part of it. Where more than one Receiver is appointed, each joint Receiver shall have power to act severally, independently and to the exclusion of any other joint Receivers, except to the extent that Nationwide may specify to the contrary in the appointment. Nationwide may (subject, where relevant, to section 45 of the Insolvency Act 1986) remove any Receiver so appointed and appoint another in his place.

7.2 *Receiver as agent*

Any Receiver shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts or defaults and liable on any contracts and engagements made or entered into by him and shall alone be responsible for his remuneration.

7.3 *Powers of Receiver*

Any Receiver shall have all the powers conferred from time to time on receivers by statute (in the case of powers conferred by the Law of Property Act 1925, without the restrictions contained in section 103 of that Act) and power on behalf, and at the expense, of the Chargor (notwithstanding the liquidation of the Chargor) to do or omit to do anything which the Chargor could do or omit to do in relation to the Charged Balance or any part of it. In particular (but without limitation) a Receiver shall have power to do anything Nationwide has power to do under this Charge and do all such acts and things as an absolute owner could do in the management of the Charged Balance.

7.4 *Remuneration*

Nationwide may from time to time determine the remuneration of any Receiver and section 109(6) of the Law of Property Act 1925 shall be varied accordingly. A Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver in accordance with the current practice of his firm.

7.5 *No liability*

Neither Nationwide nor any Receiver shall be liable for any involuntary losses that may occur in exercise of the rights, liberties and powers contained in this Charge or be liable to account as mortgagee in possession.

8 Set-off

8.1 *Set-off*

Nationwide shall, with the irrevocable authority of the Chargor and, in addition to and without prejudice to any rights Nationwide may have whether:

- (a) arising by operation of law or otherwise in consequence of the relationship between the parties to this Charge; or
- (b) by way of rights of general lien or set-off or as otherwise exist,

be entitled without notice at any time and from time to time to set-off or transfer any sum or sums standing to the credit of any account of the Chargor with Nationwide (including, if applicable, the Rent Account) at any of its branches, of whatever nature and in whatever currency denominated, in or towards satisfaction of any sums due and payable from the Chargor to Nationwide under this Charge.

8.2 Additional rights

If the liability in respect of which Nationwide is exercising its rights of set-off is contingent, or not yet payable, it shall automatically be accelerated, and shall accordingly be due and payable, before and as at the time of such set-off. If the sums standing to the credit of any account of the Chargor with Nationwide at any of its branches against which set-off is to be made are not due or matured or otherwise payable, they shall notwithstanding anything to the contrary contained in this Charge be deemed already to be so for the purposes of the set-off contemplated in clause 8 provided that Nationwide shall not be obliged to exercise any right given to it by clause 8.

8.3 Waiver

The Chargor hereby waives any right of set-off it may have from time to time in respect of the Indebtedness.

9 Effect of Enforcement Date

9.1 Enforcement Date

From the Enforcement Date, Nationwide shall cease to be under any further commitment to the Chargor. The Indebtedness (other than contingent liabilities) not otherwise so payable shall immediately become payable on demand and the Chargor shall provide cash cover on demand for the maximum amount of its contingent liabilities to Nationwide.

10 Indemnities and costs and expenses

10.1 Enforcement costs

The Chargor hereby undertakes with Nationwide to pay on demand all costs, charges and expenses including, without limitation all legal and all other costs, charges and expenses (including any internal management, monitoring or enforcement costs, charges and expenses of Nationwide) on a full and unqualified indemnity basis which may be incurred by Nationwide or by any Receiver in or incidental to the enforcement, attempted enforcement, preservation or attempted preservation of any of the security created by or pursuant to this Charge or in the administration and management of the Chargor's accounts with Nationwide or in the collection of the Indebtedness, together with interest at the Default Rate from the date on which such costs, charges or expenses are incurred until the date of payment by the Chargor (both before and after judgement). Any taxation of such costs, charges and expenses shall be on an indemnity basis.

11 Power of attorney

11.1 Power of attorney

The Chargor by way of security hereby irrevocably appoints each of Nationwide and any Receiver jointly and severally to be its attorney with full power of delegation in its name and on its behalf:

- (a) to sign, execute, seal, complete and deliver any document, deed, agreement, instruments or act which Nationwide or such Receiver may require for perfecting the title of Nationwide to the Rent Account or for vesting the same in Nationwide, its nominees or any purchaser or generally for any of the purposes set out in this Charge;
- (b) to sign, execute, seal, complete and deliver and otherwise perfect any further security document referred to in clause 14; and
- (c) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on Nationwide or a Receiver under this Charge or which may be deemed expedient by Nationwide or a Receiver in connection with any disposal, realisation or getting in by Nationwide or such Receiver of the Charged Balance or any part thereof or in connection with any other exercise of any power under this Charge.

11.2 Ratification

The Chargor shall ratify and confirm all transactions entered into by Nationwide, any Receiver or any delegate of Nationwide in the exercise or purported exercise of Nationwide's or the Receiver's respective powers and all things done by Nationwide, such Receiver or delegate by virtue of any power of attorney given by this clause 11.

11.3 *Trustees*

Duration of power:

- (a) where the Chargor is a trustee, the power of attorney granted by this clause 11 is granted under section 25 of the Trustee Act 1925, is for a period of one year from the date of this Charge and the Chargor irrevocably agrees to renew it (and such power of attorney shall be deemed to be renewed) from time to time for further periods of one year within five days of written request from Nationwide;
- (b) for the purposes of section 25(4) of the Trustee Act 1925 Nationwide gives notice to each person falling within the definition of the "Chargor" that:
 - (i) the power of attorney granted by this clause 11 comes into operation on the date of this Charge and lasts for one year;
 - (ii) Nationwide is the donee of the power;
 - (iii) the power is given to secure performance by the Chargor of its obligations in this Charge; and
 - (iv) the trusts, powers and discretions delegated are those specified in clause 11.1.

11.4 *Irrevocable*

The Chargor hereby acknowledges that the power of attorney hereby granted to Nationwide, any Receiver and its delegates and substitutes is granted irrevocably and for value as part of the security constituted by this Charge to secure the proprietary interests of and the performance of obligations owed to the respective donees within the meaning and for the purposes of the Powers of Attorney Act 1971.

11.5 *Lasting powers of attorney*

Without prejudice to clause 11.4 where the Assignor is a trustee the power of attorney granted by clause 11.1 is additionally granted under the Mental Capacity Act 2005 and is granted irrevocably and for value as part of the security constituted by the Deed of Assignment.

12 *Continuing security and other matters*

12.1 *Continuing security*

This Charge and the obligations of the Chargor under this Charge shall:

- (a) secure the Indebtedness owing to Nationwide by the Chargor and shall be a continuing security notwithstanding any payment or settlement of account or other matter whatsoever;
- (b) be in addition to, and not prejudice or affect, any present or future guarantee, indemnity, Security Right, right or remedy held by or available to Nationwide;
- (c) not merge with or be in any way prejudiced or affected by the existence of any such guarantees, indemnities, Security Rights, rights or remedies or by the same being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by Nationwide dealing with, exchanging, releasing, varying or failing to perfect or enforce any of the same, or giving time for payment or indulgence or compounding with any other person liable;
- (d) not be discharged or affected by any failure of, or defect in, any agreement given by or on behalf of the Chargor in respect of any Indebtedness nor by any legal limitation in any matter in respect of any Indebtedness or by any other fact or circumstances (whether known or not to the Chargor or Nationwide) as a result of which any Indebtedness may be rendered illegal, void or unenforceable by Nationwide; and
- (e) remain binding on the Chargor notwithstanding any amalgamation, reconstruction, reorganisation, merger, sale or transfer by or involving Nationwide or of the assets of Nationwide and for this purpose this Charge and all rights conferred on Nationwide under it may be assigned or transferred by Nationwide accordingly.

12.2 *Other security*

Nationwide shall not be obliged to resort to any guarantees, indemnities, Security Rights or other means of payment now or hereafter held by or available to it before enforcing this Charge and no action taken or omitted by Nationwide in connection with any such guarantees, indemnities, Security Rights or other means of payment shall discharge, reduce, prejudice or affect the liability of the Chargor or the Indebtedness, nor shall Nationwide be obliged to account for any money or other property received or recovered in consequence of any enforcement or realisation of any such guarantees, indemnities, Security Rights or other means of payment.

12.3 *Settlements conditional*

Any release or discharge of this Charge or settlement of the Indebtedness shall be conditional upon no security, disposition or payment to Nationwide by the Chargor or any other person being void, set aside, reduced or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled Nationwide shall be entitled to enforce this Charge and any other rights it would have been entitled to exercise subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

13 *Partnership issues*

13.1 *Partnership*

Where more than one person comprises the Chargor and such persons are in partnership with each other and/or other persons (a "Partnership" and each a "Partner") the Chargor represents that the Partners have authorised the execution of this Charge. If:

- (a) any of the Partners retires, dies or otherwise ceases to be a Partner ("Retiring Partner"); or
- (b) a new person becomes a Partner ("New Partner"); or
- (c) the partnership is dissolved,

the Chargor shall immediately inform Nationwide in writing. Nationwide shall have the right to require and the Chargor shall procure that a Retiring Partner and a New Partner signs and delivers and otherwise perfects any deed, assurance, agreement, instrument or act which Nationwide may require. The liability of the Partners (including the liability of the Retiring Partner and a New Partner) for the Debt and the validity, enforceability and continuing security of this Charge shall not be affected by the departure of a Retiring Partner from the Partnership and/or the appointment of a New Partner and/or the dissolution of the Partnership.

14 *Further assurance*

14.1 *Further assurance*

The Chargor shall if and when at any time required by Nationwide:

- (a) execute such further Security Rights and assurances in favour of Nationwide and do and deliver all such acts and things as Nationwide shall from time to time require over or in relation to the Rent Account to secure the Indebtedness or to perfect or protect the security intended to be created by this Charge over the Rent Account and Charged Balance; and
- (b) at any time on or after the Enforcement Date do and execute all acts, deeds and documents which Nationwide may then require to facilitate the realisation of the Charged Balance.

14.2 *Rent Account*

At any time on or after the Enforcement Date, Nationwide may (without reference to, or further authorisation from, the Chargor) withdraw from the Rent Account all or any part of the Charged Balance and apply it to reduce the Indebtedness. Pending such application, Nationwide may retain such amount on a suspense account on such terms as it decides.

15 Miscellaneous

15.1 Remedies cumulative

No failure or delay on the part of Nationwide to exercise any power, right or remedy shall operate or be construed as a waiver. Any single or any partial exercise or waiver of any power, right or remedy shall not preclude its further exercise or the exercise of any other power, right or remedy. The powers, rights and remedies provided by this Charge are cumulative and are not exclusive of any powers, rights and remedies provided by law.

15.2 Preservation of rights

Nationwide may, in its absolute discretion, grant time or other indulgence or make any other arrangement, variation or release with any person not a party hereto or affecting or concerning any such person in respect of the Indebtedness or in respect of any Security Right or any guarantee for the Indebtedness, without in any such case prejudicing, affecting or impairing the security hereby constituted, or any of the rights, powers or remedies of Nationwide or the exercise of the same, or the Indebtedness or other liability of the Chargor to Nationwide.

15.3 Unfettered discretion

Any liability or power which may be exercised or any determination which may be made under this Charge by Nationwide may be exercised or made in its absolute and unfettered discretion and it shall not be obliged to give any reasons.

15.4 Limitation of liability

Where the Chargor is a trustee or trustees their liability shall be limited to the extent of the assets for the time being of the trust in respect of which they are trustees.

15.5 Provisions severable

- (a) Each of the provisions of this Charge is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions of this Charge shall not in any way be affected or impaired thereby.
- (b) If any invalid or unenforceable clause (or part of a clause) would not be invalid or unenforceable if its drafting or effect were modified in any way, the Chargor agrees that Nationwide can require such clause to be modified so as to be valid and enforceable.
- (c) Where more than one person comprises the Chargor and this Charge is unenforceable or otherwise ineffective against one or more of the persons comprising the Chargor, the rest of the persons comprising the Chargor shall not be released from their obligations under this Charge.

15.6 Transfer of rights

- (a) The Chargor may not assign or otherwise transfer any of its rights or obligations under this Charge.
- (b) Nationwide may at any time sell, assign, novate, securitise or otherwise transfer all or any part of its rights or obligations under this Charge including, without limitation, in connection with a Status Charge (a "Transfer") to any person at any time including, without limitation, a Successor (a "Transferee"). The Chargor consents to the disclosure by Nationwide of any information and documentation concerning the Chargor to any prospective Transferee.
- (c) If there is a Transfer by Nationwide the Chargor will be bound to the Transferee and the rights and obligations of the Chargor under this Charge will remain the same. The Transferee will have the same powers, rights, benefits and obligations of Nationwide to the extent that they are sold, assigned, novated or otherwise transferred to the Transferee and Nationwide will be released from its obligations to the Chargor to the extent that those obligations are assumed by the Transferee. The Chargor will enter into all documents necessary to give effect to any such Transfer.

15.7 Reorganisation of Nationwide

This Charge shall remain binding on the Chargor notwithstanding any change in the constitution of Nationwide or its absorption in, or amalgamation with, or the acquisition of all or part of its undertaking by any other person, or any

reconstruction or reorganisation of any kind including, without limitation, any Status Change. The security granted by this Charge shall remain valid and effective in all respects in favour of any Transferee of Nationwide in the same manner as if such Transferee had been named in this Charge as a party instead of, or in addition to, Nationwide and notwithstanding any Status Change.

16 Notices

16.1 Notices by Chargor

- (a) Any notice, certificate or other correspondence required to be sent or given by the Chargor to Nationwide shall be addressed to Nationwide and sent by first class post to the address specified below or to such other address or for the attention of such other person or department as may from time to time be notified by Nationwide to the Chargor for this purpose:

Commercial Property Finance
Nationwide Building Society
Kings Park Road
Moulton Park
Northampton
NN3 6NW

Attention: Head of Commercial Property Finance

- (b) Any such notice or other correspondence shall only be effective when actually received by Nationwide.

16.2 Notices by Nationwide

- (a) Any notice, correspondence or demand for payment by Nationwide under this Deed of Assignment shall, without prejudice to any other effective mode of making the same, be deemed to have been properly served on the Chargor if served on it at the address listed below, or if the Chargor is a company or partnership, any one of its directors or on its secretary or delivered or sent by post to the Chargor at its registered office or any of its principal places of business for the time being, or any other address from time to time notified by the Chargor to Nationwide or sent by fax to the Chargor using such fax number from time to time notified by the Chargor to Nationwide.
- (b) Any such notice, correspondence or demand shall be deemed to have been served:
- (i) if delivered by hand, at the time of day of actual delivery;
 - (ii) if sent by fax, with a confirmed receipt of transmission from the sending machine, when transmitted; or
 - (iii) if sent by post, at 9.00am on the second day (not being a Saturday, Sunday or public holiday) following the day of posting (notwithstanding that it be undelivered or returned undelivered)

and, in proving the giving of a notice such method of service shall be conclusive evidence.

- (c) Any such notice or demand or any certificate as to the amount at any time secured by this Charge shall be conclusive and binding upon the Chargor if signed by an officer of Nationwide.

17 Interpretation

17.1 Successors and assigns

The expressions "Nationwide" and "Chargor" include, where the context admits, their respective successors and, in the case of Nationwide, its Transferees whether immediate or derivative and any person with whom Nationwide may amalgamate and shall include all Nationwide's branches from time to time.

17.2 Construction of certain terms

In this Charge, unless the context otherwise requires:

- (a) the masculine, feminine or neuter gender respectively include the other genders and references to the singular include the plural and vice versa;
- (b) reference to (or to any specified provision of) this Charge, the Facility Letter or any other document shall be construed as references to this Charge or Facility Letter, that provision or that document as in force for the time being and as amended in accordance with its terms or, as the case may be, with the agreement of the relevant parties and (where the consent of Nationwide is, by the terms of this Charge or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior written consent of Nationwide;
- (c) references to a person shall be construed as including references to an individual, firm, company, body corporate, corporation, unincorporated body of persons, Authority or partnership (whether or not having separate legal personality) or any combination of the foregoing;
- (d) references to statutory provisions or Regulations shall be construed as references to those provisions as replaced, amended or re-enacted from time to time and any order, instrument, regulation or bye-law made or issued thereunder; and
- (e) where the expression "Chargor" includes more than one person the expression shall include each and all of such persons as the context may permit, and each such person shall be jointly and severally liable under this Charge.

17.3 *Effect as a deed*

This Charge is intended to take effect as a deed notwithstanding that Nationwide may have executed it under hand only.

17.4 *No restriction on interpretation*

In construing this Charge the interpretation of general words shall not be restricted by being preceded by words indicating a particular class of acts, matters or things or by being followed by particular examples.

18 *Law*

18.1 *English law*

This Charge shall be governed by and shall be construed in accordance with English law.

18.2 *Jurisdiction*

The Chargor hereby irrevocably submits to the jurisdiction of the English Courts. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of Nationwide to take proceedings against the Chargor in any other court of competent jurisdiction outside England, nor shall the taking of proceedings in any jurisdiction preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

IN WITNESS of the above this Charge has been executed and delivered by or on behalf of the parties on the date stated at the beginning of this Charge.

Schedule 1

Part A – The Chargor

Name: Keynes Enterprises LLP

Registered No: OC350700

Registered Office: 73 Cornhill, London EC3V 3QQ

Part B – The Borrower

Name: Keynes Enterprises LLP

Registered No: OC350700

Registered Office: 73 Cornhill, London EC3V 3QQ

Part C – Rent Account

Account Number: [REDACTED]

Account Designation: [REDACTED]

Account Holding bank/building society: Coutts & Company

Branch: 440 Strand, London WC2R 0QS

Sort Code: [REDACTED]

Being the Sterling account in which sums shall be placed by the Borrower or the Chargor pursuant to the Facility Letter and including any sub-account, any re-designation of that account and any account substituted therefor by written agreement between the parties.

Schedule 2

Form of Acknowledgement

To: Nationwide Building Society

Date

Dear Sirs

Re: Charge over Rent Account dated _____ between _____ (the "Chargor") and Nationwide Building Society (the "Charge over Rent Account")

We understand that under the terms of the Charge over Rent Account, the Chargor has charged all of its interest in the following account (the "Rent Account") and all balances on that account from time to time (the "Charged Balance") to you.

The Rent Account is as follows:

Account Number:

Account Designation:

Account holding bank/building society:

Branch:

Sort Code:

We hereby:

1. confirm that we have notice of your security over both the Rent Account and the Charged Balance;
2. agree to inform you if we receive notice of any other security having been created over either the Rent Account or the Charged Balance;
3. irrevocably waive all rights of set-off, netting and combination which we have in respect of the Rent Account and/or the Charged Balance; and
4. agree that following any notification from you, we will not accept any instructions from the Chargor in respect of either the Rent Accounts or the Charged Balances without your written authorisation.

We understand that, under the terms of the Charge over Rent Account, the Chargor has irrevocably authorised you, in certain circumstances, to give all instructions in relation to the Rent Account and Charged Balance without further reference to the Chargor.

Yours faithfully

.....
on behalf of

[Account holding bank/building society]

This Charge is an important legal document. Nationwide recommends that you seek the advice of your solicitor or other legal adviser before executing this Charge.

Signed as a deed by
the Chargor
in the presence of:

Name of witness

Signature of witness

Address

Occupation

OR

Executed as a deed by affixing
THE COMMON SEAL of
the Chargor
in the presence of:

Director)

Director/Secretary)

OR

Executed as a Deed
by the Chargor acting by:

Director)

Director/Secretary)

OR

Executed as a deed by
the Chargor acting by

DAVID ALBAN MATTHEWS

in the presence of:

Director Member)

DA Matthews

Name of witness JENNIE CARRUT

Signature of witness Jennie Carrut

Address 1 Duckers Street

London W1W 6AV

Occupation Director

SIGNED for and on behalf
of NATIONWIDE BUILDING SOCIETY)