



Registration of a Charge

Company Name: **UNICORN THEATRE LONDON LTD**

Company Number: **00480920**



Received for filing in Electronic Format on the: **10/08/2021**

XAAK6HXC

Details of Charge

Date of creation: **31/07/2021**

Charge code: **0048 0920 0001**

Persons entitled: **THE ARTS COUNCIL OF ENGLAND**

Brief description: **THE UNICORN THEATRE, PLOT 9, MORE LONDON, TOOLEY STREET, LONDON SE1 WITH TITLE NUMBER TGL291442 AS EDGED RED ON THE PLAN**

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:

HARBOTTLE & LEWIS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 480920

Charge code: 0048 0920 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st July 2021 and created by UNICORN THEATRE LONDON LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th August 2021 .

Given at Companies House, Cardiff on 11th August 2021

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

31 July

2021

THE ARTS COUNCIL OF ENGLAND

- and -

UNICORN THEATRE LONDON LTD

DEBENTURE AND LEGAL MORTGAGE

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This **DEBENTURE AND LEGAL MORTGAGE** is made as a **DEED** on the

31st

DAY OF

July

2021

- 1) **UNICORN THEATRE LONDON LTD**, a company limited by guarantee with registered number 00480920 and a registered charity (number 225751) whose registered office is situated at 147 Tooley Street, London, SE1 2HZ (the **Funded Organisation**)
- 2) **THE ARTS COUNCIL OF ENGLAND** a charitable company incorporated by Royal Charter and registered in England and Wales (registered charity number 1036733) of 21 Bloomsbury Street, London WC1B 3HF ("**ACE**")

RECITALS:

- (A) Pursuant to various grant agreements between 1998 and 2006, ACE provided the Grant Recipient with a total of £5,865,000 of funding. £5,725,000 of this amount was secured by a Debenture and Legal Mortgage between the Grant Recipient and ACE, dated 25th November 2008.
- (B) Pursuant to a Deed of Novation and a Deed of Release dated on or around the date of this Debenture and Legal Mortgage, ACE have agreed to release the Grant Recipient from their obligations contained in the Debenture and Legal Mortgage dated 25th November 2008 on the condition that the Funded Organisation enter into a replacement Debenture and Legal Mortgage to secure the Grant.
- (C) Therefore, this Deed shall be Security for the payment and discharge of the Secured Liabilities between ACE and the Funded Organisation.

This Deed Witnesses as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 **Charge** means the security over the Property constituted by Clause 2.1.1

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

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 business 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 any Insolvency Event and event under the Grant Agreements which would entitle ACE to demand immediate payment of any of the Secured Liabilities

Fixed Charged Assets means all the property, assets and rights referred to under Clauses 2.1.1 to 2.1.10 inclusive.

Floating Charged Assets means all the property, assets and rights charged under Clause 2.1.11.

Funded Property means the Property charged by Clause 2.1.1

Grant means the principal sum of £5,725,000 advanced or to be advanced to the Funded Organisation pursuant to the Grant Agreements, including, for the avoidance of doubt any such amounts advanced prior to the date of this Deed together with 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, to ACE by the Funded Organisation, pursuant to the Grant Agreements or this Deed;

Grant Agreements means together the grant agreements between the Grant Recipient and ACE as follows:

1. the grant agreement for £500,000 dated 3 July 2001,
2. the grant agreement for £4,000,000 dated 19 December 2001,
3. the grant agreement for £500,000 dated 5 January 2004,
4. the variation agreement increasing the grants by £305,000 dated 29 July 2005, and
5. the variation agreement increasing the grants by £420,000 dated 29 November 2006

including and any other variations, supplements, or substitutions as agreed in writing between the Grant Recipient and ACE from time to time.

Grant Recipient means Unicorn Children's Centre, a company limited by guarantee registered in England (registered number 04001287) and a charity (registered number 1087149) whose registered office is 147 Tooley Street, More London, London, SE1 2HZ.

Insolvency Event means (i) the taking of any action for or with a view to the making of an administration order or the appointment of an administrator in respect of the Funded Organisation or any of its subsidiaries or (ii) the taking of any action for or with a view to the winding-up, dissolution, liquidation reconstruction or reorganisation of the Funded Organisation or any of its subsidiaries or (iii) the Funded Organisation or any of its subsidiaries becomes

insolvent or is unable to pay its debts or enters into a voluntary arrangement or other dealing with any of its creditors with a view to avoiding, or in expectation of, insolvency or stops or threatens to stop payments to creditors generally or (iv) an encumbrancer takes possession or an administrator, receiver or manager is appointed over the whole or any material part of the assets of the Funded Organisation or any of its subsidiaries and includes any equivalent or analogous proceeding by whatever name known in whatever jurisdiction;

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

Permitted Use in respect of the Funded Property, means use as a children's theatre, or such use as may be agreed in writing by ACE from time to time;

Property means the real property mortgaged or charged pursuant to Clause 2.1.1 or 2.1.2.

Plan means the plan annexed at Schedule 2 to this Debenture and Legal Mortgage.

Secured Liabilities means the Grant and 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 ACE by the Funded Organisation, whether actually or contingently, solely or jointly and whether as principal or surety, and whether or not ACE shall have been an original party to the relevant transaction, including, without limitation interest and all other charges or expenses which ACE may charge or incur in respect of any of those matters, as well after as before any demand made or decree or judgment obtained under this Deed;

Security means the security constituted by this Deed;
and

Support Agreement means any guarantee, security, covenant, undertaking or other arrangement entered into by any person in favour of ACE in relation to the Secured Obligations or the Property.

1.2 In this Deed, unless the context otherwise requires:

1.2.1 the expressions "Funded Organisation" and "ACE" where the context admits include their respective successors in title and assigns;

1.2.2 references to the leasehold property of the Funded Organisation and the Charged Assets include any part of it or them; and

- 1.2.3 references to clauses, sub-clauses and schedules are references to the clauses and sub-clauses of, and schedules to, this Deed.

1.3 References in this deed to any statutes or statutory instruments include and refer to any statute or statutory instrument amending, consolidating or replacing them respectively from time to time and for the time being in force, and references to a statute include statutory instruments and regulations made pursuant to them.

2 CHARGE

2.1 In consideration of the Grant given by ACE pursuant to Grant Agreements, the Funded Organisation covenants to discharge on demand the Secured Liabilities and as a continuing security for such discharge and with full title guarantee charges to ACE:

- 2.1.1 by way of first legal mortgage all the leasehold property of the Funded Organisation more particularly described in described in Schedule 1 together with all buildings and fixtures (including trade and other fixtures and tenants fixtures) and fixed plant and machinery owned by the Funded Organisation and from time to time in or on such property and the proceeds of sale of such assets;
- 2.1.2 by way of fixed charge all estates or interests in any leasehold property now and in the future vested in or charged to the Funded Organisation;
- 2.1.3 by way of fixed charge all fixtures and fittings from time to time attached to any leasehold property of the Funded Organisation;
- 2.1.4 by way of fixed charge all the plant and machinery vehicles and computer equipment of the Funded Organisation present and future not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts.
- 2.1.5 by way of fixed charge all furniture furnishings equipment tools and other chattels of the Funded Organisation present and future not regularly disposed of in the ordinary course of business.
- 2.1.6 by way of fixed charge all rents receivable from any lease granted out of any leasehold property of the Funded Organisation;
- 2.1.7 by way of fixed charge all the goodwill and uncalled capital of the Funded Organisation present and future;

- 2.1.8 by way of fixed charge all stocks share and other securities of the Funded Organisation present and future (including in any subsidiary) and all income and rights derived from or attaching to the same.
- 2.1.9 by way of fixed charge all patents, patent applications, trademarks, 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 Funded Organisation 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 Funded Organisation 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.
- 2.1.10 by way of fixed charge all book debts and other debts of the Funded Organisation present and future and the proceeds of payment or realisation of each of them; and
- 2.1.11 by way of floating charge all the undertaking and all property assets and rights of the Funded Organisation present and future not subject to a fixed charge under this Deed.

2.2 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 Funded Organisation will not without the previous consent of ACE:
 - 3.1.1 dispose of the Fixed Charged Assets;
 - 3.1.2 sell, transfer, surrender, dispose of, give or share or otherwise part with possession of, grant or agree to grant any 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 Funded Organisation's book debts and other debts otherwise than by collecting them in the ordinary course of the Funded Organisation's business and in particular the Funded Organisation 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; or

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

4 CERTIFICATE OF FUNDED ORGANISATION

4.1 The land charged by the Charge is held by the Funded Organisation, a non-exempt charity and the Charge is not one falling within section 124(9) of the Charities Act 2011, so that the restrictions imposed by section 124 of that Act apply.

4.2 The trustees of the Funded Organisation, being the persons who have the general control and management of its administration certify that they have power under the provisions establishing the Funded Organisation as a charity and regulating its purposes and administration to effect the Charge and that they have obtained and considered such advice as is mentioned in section 124(2) of the Charities Act 2011.

5 INSURANCE

5.1 The Funded Organisation will keep comprehensively insured to ACE's reasonable satisfaction all of the Charged Assets which are of an insurable nature for their full reinstatement cost and in default ACE may enter and effect such insurance (without becoming liable to account as mortgagee in possession). Such insurance shall be effected in such office and generally in such manner as ACE shall approve and the Company shall cause the interest of ACE to be noted on the policies which shall, unless otherwise agreed by ACE, be delivered to and retained by ACE and shall duly pay the premiums and other sums of money payable in respect of any such insurance and immediately after every such payment produce to ACE the receipt for them;

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

5.3 The Funded Organisation shall not do or permit or suffer to be done or omitted to be done anything that might render any of its insurances void, voidable or unenforceable.

6 DEEDS SECURITIES AND DEBTS

- 6.1 The Funded Organisation will from time to time deposit with ACE all insurance policies (or where ACE agrees, copies of them) deeds and documents of title relating to the Charged Assets or any of them.
- 6.2 The Funded Organisation will if so required by ACE pay into such account or such accounts as ACE may specify from time to time all money which the Funded Organisation may receive in respect of the Funded Organisation'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 ACE.

7 LEASEHOLD PROPERTY

- 7.1 The Funded Organisation will keep all its leasehold property together with all fixed plant, machinery, fixtures and fittings and the buildings and structures thereon (whether fully built or in course of construction) in good condition and permit ACE to enter and inspect and in default effect repairs (without becoming liable to account as mortgagee in possession).
- 7.2 The Funded Organisation shall perform and observe all covenants restrictions stipulations provisions laws regulations and conditions affecting the Property, including, without limitation, the terms of any lease pursuant to which the Funded Organisation occupies the Property or any of it or the use or enjoyment of it.
- 7.3 The Funded Organisation shall pay when due all rents rent charges (if any) rates taxes charges duties assessments impositions and other outgoings whatsoever charged assessed levied or imposed upon the Property or upon the owner or occupier thereof or payable in respect of the Property;
- 7.4 The Funded Organisation shall not pull down or remove any building or erection erected or to be erected on all or any part of the Property or the fixed plant and machinery and other fixtures or fittings upon it respectively or any of them without the previous written consent of ACE except in the ordinary course of repair and maintenance or improvement or otherwise in the course of and for the bona fide purpose of carrying on the business of the Funded Organisation;
- 7.5 The Funded Organisation shall notify ACE in writing immediately upon the Funded Organisation becoming aware that all or any part of the Property is by reason of substances in on or under it in such a condition that significant harm is being caused or there is a significant possibility of such harm being caused to any living organism or to property or that pollution of controlled waters is being or is likely to be caused and not take any action which might result in all or part of the Property being in such a condition;

- 7.6 The Funded Organisation shall not make any application for planning permission without the prior consent of ACE and shall not enter into or agree to enter into any agreement under Section 106 of the Town and Country Planning Act 1990 or Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 or Section 38 of the Highways Act 1980 or any similar Act (the **Planning Acts**);
- 7.7 The Funded Organisation shall comply with the requirements of any valid enforcement notice or other notice or order (whether issued under the Planning Acts or any other statute) within such time as may be specified therein or if no time is specified within such period as may be reasonably required by ACE and to pay to ACE in reduction of the Secured Liabilities any compensation received as a result of any such notice or order;
- 7.8 The Funded Organisation shall permit representatives of ACE with or without workmen or others to enter the Property at all reasonable times to view the state of repair and condition of the Property;
- 7.9 On request the Funded Organisation shall produce to or provide for ACE such documents or information relating to the Property or any part of it or its development as ACE may require;
- 7.10 The Funded Organisation shall use the Property only for the purposes specified in the Grant Agreements, and where no use is specified in the Grant Agreements, will not make any change to the use or occupation of the Property from the use to which it was put at the date of the Grant Agreements without prior written consent of ACE;
- 7.11 Where at the date of this Deed or at any time during the continuance of the Security, the Property or any part of it is intended to be developed or is in the course of development the Funded Organisation shall, in addition to complying with any terms of the Grant Agreements relative to the development:
- (a) proceed diligently and to the satisfaction of ACE and any competent authority with such development in all respects in conformity with the planning and bye-law consents therefor and to produce all plans and specifications in relation to such development to ACE for approval and not to amend such plans and specifications in any material respect without ACE's approval;
 - (b) at the request of ACE assign to ACE as further security for the Secured Liabilities, and in such form as ACE shall require:

- (i) the benefit of all the Funded Organisation's rights and claims with regard to such work against the building contractor and any other person carrying out services for the Funded Organisation in connection with such works, and their respective subcontractors and suppliers; and
- (ii) any rights, licences, warranties, guarantees or maintenance agreements in connection with such works of which the Funded Organisation has the benefit;

7.12 Where the Property is leasehold or subject to any lease agreement for lease or tenancy, the Funded Organisation shall:

- 7.12.1 perform and observe all covenants and conditions contained in the Lease to be performed and observed by the lessee;
- 7.12.2 enforce the due observance and performance of all obligations of all other parties to the lease;
- 7.12.3 not waive, release or vary any of the terms of the lease, or to accept any surrender of any, or exercise any power to determine or extend the same or grant any consent or licence or conclude any rent review under the same without, in each case, the consent of ACE (which consent is not to be unreasonably withheld or delayed in circumstances in which the Funded Organisation may not unreasonably withhold or delay its consent); and
- 7.12.4 if the Funded Organisation shall receive any notice served under section 146 of the LPA or any proceedings shall be commenced for forfeiture of the lease to which the Property is subject or any superior lease or the landlord or any superior landlord shall attempt to re-enter under the provisions of the lease or any superior lease the Funded Organisation shall give immediate notice of such event both orally and in writing to ACE and at the request of ACE and at the expense of the Funded Organisation take such steps as ACE may in its absolute discretion require.

8 RESTRICTIONS ON USE

The Funded Organisation covenants at all times during the continuation of the Charge:

- 8.1 not to use the Funded Property or any part of the Funded Property for any purpose other than the Permitted Use;

8.2 to procure that any tenants, licensees or other occupiers do not use the Funded Property or any part of the Funded Property for any purpose other than the Permitted Use;

8.3 to procure that any lease of the Funded Property granted by the Funded Organisation contains covenants on the part of the tenant on terms substantially the same as in Clause 8.1 and 8.2 and to use best endeavors to enforce such covenants:

8.4 not to:

8.4.1 grant any licence consent or approval for any change in the use permitted under any lease so that the use permitted under any lease is not the Permitted Use; or

8.4.2 waive any breach of the tenant covenant in any lease not to use the Funded Property or any part of the Funded Property for any purpose other than the Permitted Use;

without first obtaining the written consent of ACE (or where appropriate any successor body to whom the functions and operations of ACE are transferred whether by operation or law or otherwise) which ACE may withhold in its absolute discretion.

9 POWER TO REMEDY

9.1 If the Funded Organisation fails to perform or observe any covenant or condition in its part contained in this Deed it shall be lawful for but not obligatory upon ACE in order to make good such failure in whole or in part and at the Funded Organisation's cost and so that the Funded Organisation shall forthwith upon demand reimburse to ACE any such cost:

9.1.1 to enter upon the Property and effect such repairs and other works thereon as

ACE considers necessary; and/or

9.1.2 to take such steps give such notices execute such works and do such things as ACE considers necessary to comply with any requirements of or any notice order direction permission or proposal given served or made under the Planning Acts or otherwise affecting or likely to affect the Property or its value; and/or

9.1.3 to insure and keep insured the Charged Assets in such amount and in such manner as ACE considers necessary; and/or

- 9.1.4 to admit settle liquidate compound or contest in such manner as ACE thinks fit any claim or liabilities in relation to the Charged Assets whether or not ACE is expressly indemnified in this Deed against the same and to make such payments and expend or debit on account such moneys as ACE considers necessary in that behalf but without thereby becoming a mortgagee in possession.

10 NOTICE OF CRYSTALLISATION

- 10.1 ACE may by written notice to the Funded Organisation convert the floating charge created by Clause 2.1.11 into a fixed charge as regards any of the Charged Assets specified in such notice.

- 10.2 The floating charge created by Clause 2.1.11 will, without notice from ACE, be deemed to have been automatically converted into a fixed charge with effect immediately prior to the occurrence of the following events:

- 10.2.1 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

- 10.2.2 in respect of all the Floating Charged Assets, if and when the Funded Organisation ceases to carry on business or to be a going concern; or

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

11 POWERS OF ACE

- 11.1 The statutory powers of sale leasing and accepting surrenders exercisable by ACE are hereby extended so as to authorise ACE whether in the name of ACE or in that of the Funded Organisation to grant a lease or leases of the whole or any part or parts of the Property with such rights relating to other parts of it and containing such covenants on the part of the Funded Organisation and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as ACE (in its absolute discretion) shall think fit.

- 11.2 Section 103 of the LPA shall not apply to this Deed nor to any sale by ACE or a Receiver under that Act and the Secured Liabilities shall be deemed to have become due, and the statutory power of sale and appointing a Receiver under Sections 101 of the LPA (as varied and extended under this Deed) as between ACE or such Receiver and a purchaser from ACE or such Receiver arise and be exercisable at any time after the execution of this Deed.

11.3 ACE 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 Funded Organisation and the Funded Organisation shall be solely responsible for the Receiver's acts defaults and remuneration.

11.4 All or any of the powers conferred on a Receiver by Clause 14 may be exercised by

ACE without first appointing a Receiver or notwithstanding any appointment.

11.5 ACE will not be liable to account to the Funded Organisation as mortgagee in possession for any money not actually received by ACE.

11.6 Section 93(1) of the LPA shall not apply to this Deed.

12 RELEASE OF SECURITY

12.1 Subject to:

12.1.1 no enforcement event having occurred and being continuing; and

12.1.2 ACE being satisfied in its absolute discretion that the purposes for which the Grant (and any subsequent grant or other funding secured by this Deed) was awarded have been satisfied

ACE shall, on 25th November 2033, at the request and cost of the Funded Organisation release and discharge the Security constituted by this Deed and reassign or reconvey any property assigned or conveyed to ACE pursuant to this Deed

13 ENFORCEMENT

13.1 The Secured Liabilities shall become immediately due and payable, and the Security shall become enforceable at any time after:

13.1.1 the occurrence of an Insolvency Event or any event under the Grant Agreements which would entitle ACE to demand immediate payment of any of the Secured Liabilities; or

13.1.2 ACE shall have demanded payment of and/or discharge and/or provision for any of the Secured Liabilities; or

- 13.1.3 breach any person who has entered into a Support Agreement of any material term of that Support Agreement; or
- 13.1.4 the occurrence of an Insolvency Event in relation to any person who has entered into a Support Agreement; or
- 13.1.5 any Support Agreement is or becomes illegal, invalid or unenforceable in any way or if the person who has entered into that Support Agreement tries to claim that the Support Agreement is illegal, invalid or unenforceable.

14 RECEIVERS

- 14.1 Any Receiver appointed by ACE 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:
 - 14.1.1 to take possession of and generally manage the Charged Assets and any business of the Funded Organisation;
 - 14.1.2 to carry out on any leasehold property of the Funded Organisation any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment;
 - 14.1.3 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; and
 - 14.1.4 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.
- 14.2 A Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the LPA.

15 POWER OF ATTORNEY

- 15.1 The Funded Organisation, by way of security for the payment of the Secured Liabilities and the performance by the Funded Organisation of its obligations under this Deed, irrevocably appoints ACE (whether or not a Receiver has been

appointed) and also (as a separate appointment) the Receiver severally as the Attorney or Attorneys of the Funded Organisation (with full power of substitution and delegation) in the Funded Organisation's name and on the Funded Organisation's behalf and as the Funded Organisation'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 ACE or any Receiver pursuant to this Deed or the exercise of any of their powers.

16 PRESERVATION OF OTHER SECURITY AND RIGHTS AND FURTHER ASSURANCE

- 16.1 This Deed is in addition to any other security present or future held by ACE for the Secured Liabilities and shall not merge with or prejudice such other security or any contractual or legal rights of ACE.
- 16.2 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
- 16.3 The Funded Organisation will at its own cost at ACE's request execute any deed or document and take any action required by ACE to perfect this security or further to secure on the Charged Assets the Secured Liabilities.
- 16.4 All costs charges and expenses incurred hereunder by ACE shall be borne by the Funded Organisation
- 16.5 No delay or omission on the part of ACE in exercising any right or remedy under this Deed shall impair that right or remedy or operate as or be taken to be a waiver of it; nor shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise under this Deed of that or any other right or remedy.

17 INDEMNITY

- 17.1 Each of ACE and every Receiver, attorney, manager, agent or other person appointed by the ACE under this Deed are entitled to be indemnified out of the Charged Assets in respect of all liabilities and expenses incurred by it or him in the execution or purported execution of any of the powers, authorities or discretions vested in it or him pursuant to this Deed and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Assets and ACE and any such Receiver may retain and pay all sums in respect of them out of any monies received under the powers conferred by this Deed.

18 REGISTERED LAND

- 18.1 The Funded Organisation hereby consents to and will make an application on Form RX1 (or such other form as may be prescribed from time to time) to enter the following restriction against the relevant registered estate:

“No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the Arts Council England of 2nd Floor, 21 Bloomsbury Street, London WC1B 3HF.”

- 5.2 The Funded Organisation shall at its own cost and as soon as reasonably possible register and maintain the registration of the restriction referred to in clause 5.1 against the title of the Leasehold Property registered at the Land Registry and shall deliver to ACE an official copy of such title showing registration of the restriction.

19 NOTICES

- 19.1 Any notice or demand by ACE may be served personally on any director or the secretary of the Funded Organisation or may be sent by post or fax or delivered to the Funded Organisation at the Funded Organisation's address last known to ACE.
- 19.2 A notice or demand by ACE by post shall be deemed served on the day after posting.
- 19.3 A notice or demand by ACE by fax shall be deemed served at the time of sending.

20 GOVERNING LAW

- 20.1 English law governs this Deed.
- 20.2 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.

21. COUNTERPARTS

- 21.1 This Deed may be executed in any number of counterparts all of which taken together shall be deemed one and the same document.
- 21.2 Transmission of the executed counterpart of this Deed (not necessarily including the schedules but not just the signature page) by e-mail (in PDF or other agreed format) shall take effect as delivery of an executed counterpart of this Deed. If such method

of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

- 21.3 In the event that this Deed or any counterpart thereof is not considered to be duly executed after its completion, both ACE and the Funded Organisation, at the cost of the Funded Organisation, shall act reasonably to re-execute a Deed on the same or similar terms that is duly executed and compliant to allow its provisions to become effective, legally enforceable as a deed, and registered at the Land Registry and Registrar of Companies where applicable.

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

Executed as a deed by affixing the seal of)

THE ARTS COUNCIL OF ENGLAND)

and authenticated by an authorised officer)

.....
Signature

.....
Name of authorised officer

.....
Title of authorised officer

EXECUTED

as a **DEED** by

UNICORN THEATRE LONDON

LTD

acting by:

)

)

)

)

)

)

)

[Redacted Signature]

Director

[Redacted Signature]

Witness

JOHN TOMLINSON

Witness Name

[Redacted Address]

Witness Address

Schedule 1
Leasehold Property

The Unicorn Theatre, Plot 9, More London, Tooley Street, London, SE1 with title number TGL291442 as edged red on the Plan.

Schedule 2
The Plan

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

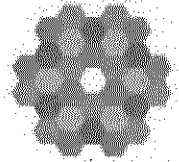
This official copy is issued on 12 January 2021 shows the state of this title plan on 12 January 2021 at 10:02:47. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by the HM Land Registry, Telford Office.

HM Land Registry
Official copy of
title plan

Title number **TGL291442**
Ordnance Survey map reference **TQ3380SW**
Scale **1:1250**
Administrative area **Southwark**



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