Companies House

MR01(ef)

Registration of a Charge

Company name: **MARIE STOPES INTERNATIONAL**

Company number: **01102208**

Received for Electronic Filing: **30/08/2013**

X2FUWTH7

Details of Charge

Date of creation: **29/08/2013**

Charge code: **0110 2208 0013**

Persons entitled: **UNITY TRUST BANK PLC**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS 1 CONWAY STREET AND 1 & 2 BROMLEY PLACE AND ADJOINING LAND, LONDON, CAMDEN REGISTERED AT THE LAND REGISTRY WITH ABSOLUTE TITLE UNDER TITLE NO. 28047**

Contains fixed charge(s).

Contains floating charge(s) .

Notification of addition to or amendment of charge.

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: **GATELEY LLP**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1102208

Charge code: 0110 2208 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th August 2013 and created by MARIE STOPES INTERNATIONAL was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th August 2013 .

Given at Companies House, Cardiff on 2nd September 2013

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

This Deed of Legal Charge (Charity Borrower)

made the 29th day of August 2013

BETWEEN

(1) **MARIE STOPES INTERNATIONAL** (Company Registration Number: 1102208) whose registered office is at 1 Conway Street, Fitzroy Square, London, W1T 6LP ("the Charity Borrower")

and

(2) **UNITY TRUST BANK plc** whose address for service is Nine Brindleyplace, Birmingham, B1 2HB ("Unity")

WITNESSES as follows:-

1. COVENANT TO PAY

The Borrower **covenants** with Unity to pay or discharge to Unity on demand the Borrower's Indebtedness

2. CHARGING CLAUSE

2.1 The Borrower with Full Title Guarantee **charges and mortgages** by way of legal mortgage to Unity as a continuing security for the payment and discharge on demand of the Borrower's Indebtedness:-

2.1.1 the Property;

2.1.2 all right title and intent of the Borrower to and in any proceeds of any activities from time to time held upon the Property;

2.1.3 any goodwill existing from time to time attaching to the Property by reason of the carrying on at the Property any business of the Borrower or a predecessor of the Borrower in that business;

2.1.4 any share held by the Borrower in any tenant's or occupier's management company affecting the Property or any estate of which the Property forms part;

2.1.5 the benefit of the Licences and the right to recover and receive any compensation payable in respect of the Licences;

2.1.6 all the right title and intent of the Borrower to receive all rents and other payments under any lease of the Property under which the Borrower is entitled to receive as landlord and to hold the same unto Unity absolutely subject to re-assignment on redemption;

2.1.7 If the Borrower is a company or other body corporate by way of floating charge the Equipment.

3. UNDERTAKINGS AND COVENANTS

The Borrower undertakes and covenants with Unity: -

3.1 It will not, without the prior written consent of Unity, either in a single transaction or in a series of transactions whether related or not and whether voluntarily or involuntarily, sell or transfer the Charged Assets, provided that disposal of the Charged Assets (excluding the Property) will be permitted in the ordinary course of the Borrower's business.

3.2 It will comply with all covenants, agreements, stipulations and obligations now or at any time affecting or binding Charged Assets insofar as the same are subsisting and are capable of being enforced, and it will duly and diligently enforce all covenants, agreements, stipulations and obligations benefiting a Charged Assets and will not waive, release or vary (or agree to do so) the obligations of any other party thereto.

3.3 It will not grant or enter into (or agree to grant or enter into) any Lease without the prior written consent of Unity.

3.4 It will keep each Charged Asset in good and substantial repair and condition and, promptly after being required to do so by Unity, make good any want of repair of a Charged Asset or renew when necessary.

3.5 Where the Property is subject to a Lease, it will:

3.5.1 diligently enforce the terms of the Lease against the lessee;

3.5.2 not allow any assignment or underletting of the Lease without the prior written consent of Unity (which will not be unreasonably withheld);

3.5.3 not waive, release or vary any obligation under, or agree to any surrender of, the Lease or exercise any option or right to break, determine or extend the Lease;

3.5.4 not agree to any reduction in the rent or other income payable under the Lease;

3.5.5 not waive, release or vary any obligation under the Lease.

3.6 Where it derives its estate or interest in the Property under a Lease, it will:

3.6.1 observe and perform all covenants, stipulations and obligations on the lessee under the Lease;

3.6.2 diligently enforce all covenants on the part of the lessor under the Lease;

3.6.3 not waive, release or vary any obligation under the Lease or exercise any option or power to break, determine or extend the Lease;

3.6.4 not agree to any change in the rent payable under the Lease without the prior written consent of Unity;

3.6.5 not do or permit anything whereby the Lease may be forfeited; and

3.6.6 promptly notify Unity of any matter or event under or by reason of which the Lease has or may become subject to determination or to the exercise of any right of re-entry or forfeiture and, if so requested by Unity, the Borrower will apply for relief against forfeiture in accordance with the instructions of Unity.

3.7 It will pay when due all ground rents, rates, taxes, assessments and outgoings payable in respect of the Property whether by the owner or occupier.

3.8 It will not, without the prior written consent of Unity carry out any structural alterations, additions, demolition, reconstruction or rebuilding on or of the Property or make any material change in use of the Property, other than minor works that do not adversely affect the structural integrity of any building or the value of the Property.

3.9 It will not, without the prior written consent of Unity agree to enter, into any agreement or undertaking under any Planning Act.

3.10 It will comply with all laws relating to or affecting the Property including, without limitation, the Planning Acts and Environmental Law.

3.11 It will not to do or permit to be done anything which may in any way adversely affect the value of a Charged Asset or jeopardise, depreciate or otherwise prejudice any rights or assets secured in favour of Unity.

3.12 If requested by Unity, it will procure that any professional advisers appointed in connection with construction work on the Property enter into a Professional Warranty with Unity covering their respective professional obligations to Unity in a form satisfactory to Unity.

3.13 It will obtain and maintain any permits, registrations, licences, exemptions, consents or other approvals required for its business or in respect of a Charged Asset (and file any notification, report or assessment required under) any Environmental Law.

3.14 If requested by Unity, it will provide Unity with an environmental audit report carried out by a specialist surveyor or consultant and will implement any steps recommended to be implemented in any such report as soon as reasonably practicable.

3.15 It will allow Unity, and/or any person authorised by Unity, to enter the Property to examine its state and condition or for any other purpose permitted by or connected with any Facility Letter, without thereby becoming a mortgagee in possession.

3.16 If at the date of this Legal Charge or during its subsistence the Property is intended to be developed (or is in the course of development), to proceed with and complete such development with all due diligence and to the satisfaction of Unity and the relevant planning and other authorities, and in all respects in accordance with the relevant planning permissions, building regulation approvals and any other agreements with the relevant authorities (all of which shall have been previously submitted to and approved by Unity), and also in accordance with any agreements entered into between Unity and the Borrower.

3.17 If there is any breach of its obligations under any Facility Letter, Unity may carry out such works, or take such other action or steps as Unity considers appropriate to remedy the breach.

3.18 If any part or interest in the Property is compulsorily purchased or is expropriated, any payment paid to it will be applied in or towards repayment of the Borrower's Indebtedness unless Unity agrees otherwise in writing.

3.19 It will not create or permit to subsist any security, mortgage, charge, security agreement, guarantee, pledge, lien on any Charged Asset.

3.20 It requests:

3.20.1 the Land Registry to enter a restriction in the following form in the Proprietorship Register of any registered land forming part of the Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ ] in favour of [ ] referred to in the Charges Register."

and

3.20.2 where applicable, the Land Registry to enter the obligation to make further advances on the Charges Register of any registered land forming part of the Property on receipt of an application.

3.21 It will immediately upon the execution of this Legal Charge (or upon coming into the possession of a Borrower at any time) deposit with Unity all deeds, certificates and other documents constituting or evidencing title to any asset which is subject to fixed security in favour of Unity.

3.22 It will, promptly on the request of Unity from time to time, give notice of assignment or charge (in such form as Unity may require) in respect of any asset which is the subject of an assignment or charge pursuant to a Facility Letter and will use all reasonable endeavours to procure that the recipient of that notices acknowledges receipt in a form satisfactory to Unity.

3.23 It will do all acts and execute all documents (including mortgages, charges, transfers, assurances, assignments notices and instructions) as Unity may from time to time require:

3.23.1 to secure the Borrower's Indebtedness or perfect or preserve the Security Documents created or intended to be created by any Facility Letter; and/or

3.23.2 for the exercise of the rights, powers and remedies of Unity or a Receiver provided by or pursuant to any Facility Letter or by law; and/or

3.23.3 to facilitate the realisation of a Charged Asset.

3.24 It will effect and maintain or ensure that there is effected and maintained at all times with an insurance company acceptable to Unity insurance in the names of the Borrower and Unity as co-insured (or if co-insurance is not available, in the name of the Borrower with the interest of Unity noted) in respect of

3.24.1 the Property (including in respect of any Licences and any fixtures, equipment, furniture, plant or machinery in which it has an interest), against the Insured Risks to the full reinstatement value thereof (including the cost of demolition and professional fees) and the loss of rent, Licences, or business interruption cover for not less than three years; and

3.24.2 the Charged Assets to the full reinstatement value thereof.

3.25 Unity may, if it considers that the amount insured by, or the risks covered by, any such Insurance Policy are inadequate, require the Borrower to increase the amount insured by, and/or amend the category of risks covered by, any such Insurance Policy to such extent and in such manner as Unity may consider appropriate and the Borrower will promptly comply with such requirement.

3.26 It will notify Unity of renewals made and material variations or cancellations of Insurance Policies made or, to the knowledge of the Borrower, threatened or pending.

3.27 It will not do or permit anything to be done which may make void or voidable any Insurance Policy.

3.28 It will use all reasonable endeavours to ensure at all times that all Insurance Policies contain terms providing that it will not be invalidated so far as Unity is concerned for failure to pay any premium due without the insurer first giving to Unity not less than 30 days' written notice or for breach by the Borrower of any of the terms of the policy.

3.29 It will duly and punctually pay all premiums and other monies payable under all Insurance Policies and promptly, upon request by Unity, produce to Unity a copy or sufficient extract of every Insurance Policy together with the premium receipts or other evidence of the payment thereof.

3.30 It will notify Unity promptly of any event giving rise to a claim on any Insurance Policy in excess of 5% of the Borrower's Indebtedness.

3.31 If the Borrower does not comply with its obligations in respect of any Insurance Policy, Unity may (without any obligation to do so) effect or renew any such Insurance Policy either in its own name or in its name and that of the Borrower with an endorsement of Unity's interest and the monies expended by Unity on so effecting or renewing any such insurance will be reimbursed by the Borrower to Unity on demand.

3.32 Subject to the terms of the Insurance Policy and any Lease, all proceeds of insurance will be used, at the option of Unity in or towards reinstatement or repayment of the Borrower's Indebtedness.

3.33 All premiums and other expenses incurred by Unity in connection with the insurance of the Charged Assets that shall be paid or reimbursed by the Borrower to Unity immediately after they are paid or incurred by Unity.

3.34 Unity shall have full power to settle and adjust with the insurers all questions with respect to the amount of any liability of the insurers and the Borrower irrevocably appoints Unity by way of security as the attorney of the Borrower on behalf of and in the name of the Borrower and to receive and give a good discharge for any monies arising in respect of the Charged Assets under any Insurance Policy, whether effected by Unity or not.

3.35 Unity may retain for its absolute use and benefit all sums allowed to Unity by way of commission and otherwise in respect of insurance or other business of the Borrower effected through Unity.

3.36 To comply with all legislation relating to Charged Assets and the Property or its use or anything on or done on the Property including (but without prejudice to the generality of the foregoing) the Town and Country Planning Act 1990, the Planning Compensation Act 1991, the Factories Acts, the Offices Shops and Railway Premises Act 1963, the Heath and Safety at Work etc. Act 1974, the Food Safety Act 1990, the Environmental Protection Act 1990 and the Water Resources Act 1991.

3.37 To carry out all works, and maintain all arrangements which any relevant public or statutory authority may require recommend or direct to be carried out or maintained in relation to the Property or anything on or done on the Property.

3.38 To notify Unity immediately upon the receipt of any notice, order, complaint or summons (or proposal for the same) from any statutory or other authority relating to the Property or its use or to anything on or done on the Property and to produce a copy of the same to Unity, and at the request of Unity (but at the cost of the Borrower) to make or join with Unity in making such objections to or representations against the same as Unity shall require.

3.39 To produce to Unity a copy of all environmental reports or audits obtained or received by the Borrower in respect of the Property, and on request to produce to Unity such other documents or information relating to the Property or the development thereof as Unity shall require.

3.40 If the Borrower is in breach of any legislation, to carry out with all reasonable speed such remedial work as Unity or any Receiver shall require and, in default, Unity or any Receiver may (but shall not be obliged to) enter the Property and carry out such remedial work at the expense of the Borrower.

3.41 To permit any authorised representative of Unity or any Receiver to enter the Property for any reasonable purpose (including checking whether or not the Borrower is in breach of any legislation relating to the Property or its use or anything on or done on the Property, and carrying out at the expense of the Borrower environmental reports or audits), and to inspect the state of the same, and to provide to Unity or any Receiver such information in relation to the Property as it or he shall reasonably request.

3.42 Unity shall have the right to require a valuation of the Property once in any period of 36 months at the cost of the Borrower. Unity may require a valuation of the Property at any other time and the cost of that valuation shall be borne by Unity unless, at that time, an Event of Default is continuing (or is, in Unity's opinion, likely to occur) or the valuation discloses a breach of any financial covenant which is set out in the Facility Letter.

3.43 Any valuation obtained by Unity is for the purposes of making or continuing to make the Loan available to the Borrower and no responsibility is implied or accepted by Unity with respect to the valuation or condition of the Property by reason of such inspection and valuation report or Unity's willingness to lend on the Property. The Borrower bears the risk of all defects affecting the Property however severe and whether or not it was careless for Unity or a valuer to have missed or not referred to them. Any exclusions of responsibility or liability set out in any valuation report is given by Unity both on its own behalf and on behalf of its employees and any valuer.

3.44 The Borrower must provide to Unity at least once in every 12 calendar month period, a schedule detailing each tenant of the Property, the rent and service charge paid and payable by each tenant and the insurance premia paid and payable in respect of the Property together with a copy of the current insurance schedule for the Property.

3.45 The Borrower will, on demand, indemnify Unity against any cost, loss or liability (including any breakage costs and loss of margin) incurred by Unity as a result of:

3.45.1 the occurrence of any Event of Default or investigating any event which it reasonably believes is a Event of Default or is likely to give rise to an Event of Default;

3.45.2 any failure by the Borrower to pay any amount due under a Facility Letter on its due date;

3.45.3 the Loan not being made on the date requested by the Borrower by reason or the operation of any one or more of the provisions of the Facility Letter or any part of the Loan not being prepaid in accordance with any notice of prepayment given by the Borrower or being repaid on its due date;

3.45.4 acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised; or

3.45.5 any claim, proceeding or investigation under any Environmental Law in connection with the Borrower or the Property.

Such cost, loss or liability may include, without limitation the cost of having to liquidate or re-deploy funds acquired or committed to make, fund or maintain the Loan or any part of it, or liquidating or varying transactions entered into in order to match, hedge or fund the Loan or any part of it.

3.46 The Borrower will, on demand, pay to Unity the amount of all costs and expenses (including legal fees) incurred by Unity in connection with the enforcement of, or the preservation any rights under, any Facility Letter and any Security Document.

4. REMEDIES AND RIGHTS OF UNITY AND RECEIVERS

4.1 This Legal Charge is immediately enforceable at any time after the occurrence of an Event of Default whereupon Unity may, without notice to the Borrower, in its absolute discretion:

4.1.1 enforce all or any part of this Legal Charge (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of any asset which is secured in favour of Unity; and

4.1.2 whether or not it has appointed a Receiver, exercise all or any of the powers, authorisations and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Legal Charge) on mortgagees and by any Facility Letter on any Receiver or otherwise conferred by law on mortgagees or Receivers.

4.2 Unity may at any time while this Legal Charge is enforceable by notice to the Borrower convert any floating charge granted by the Borrower with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge or which is specified in the notice.

4.3 Without prejudice to any rule of law which may have a similar effect, any floating charge constituted under this Legal Charge will automatically be converted (without notice) with immediate effect into a fixed charge as regards all assets the subject of the floating charge upon the occurrence of:

4.3.1 the presentation of an application to the court for the making of an administration order in relation to the Borrower; or

4.3.2 any person (who is entitled to do so) gives notice of its intention to appoint an administrator to the Borrower or files such a notice with the court.

4.4 Unity shall not be entitled to exercise its rights hereunder where the right arises as a result of an Event of Default occurring solely due to any person obtaining or taking steps to obtain a moratorium pursuant to Schedule A1 of the Insolvency Act 1986.

4.5 The power of sale or other disposal conferred on Unity and on the Receiver by any Facility Letter shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Borrower's Indebtedness shall be deemed due and payable for that purpose) on execution of this Legal Charge.

4.6 Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Legal Charge or to the exercise by Unity of its right to consolidate all or any of the security constituted by this Legal Charge with any Security Document in existence at any time or to its power of sale, which powers may be exercised by Unity without notice to a Borrower on or at any time after the occurrence of an Event of Default.

4.7 The statutory powers of leasing may be exercised by Unity at any time on or after the occurrence of an Event of Default and Unity and the Receiver may make any Lease or agreement for lease, accept surrenders of Leases and grant options on such terms

as it shall think fit, without the need to comply with any restrictions imposed by Sections 99 and 100 of the Law of Property Act 1925.

4.8 The protection given to purchasers from a mortgagee in Sections 104 and 107 of the Law of Property Act 1925 and Section 42(3) of the Insolvency Act 1986 will apply equally to purchasers and any other persons dealing with a Receiver or Unity and no purchaser or other person dealing with Unity or any Receiver will be bound to see or inquire whether the right of Unity or such Receiver to exercise any of its or his powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of Unity or such Receiver in such dealings.

4.9 No person advancing monies or making available credit to any Receiver will be concerned to enquire as to the propriety or purpose of the exercise of the Receiver's powers or to see to the application of any monies so raised or borrowed.

4.10 Neither Unity nor any Receiver will be liable to account as mortgagee or mortgagee in possession in respect of any asset which is secured in favour of Unity or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection with any asset which is secured in favour of Unity for which a mortgagee or mortgagee in possession might as such be liable.

4.11 Unity and any Receiver may from time to time delegate by power of attorney or otherwise to any person any of the powers and discretions of Unity or the Receiver under any Facility Letter (whether arising by statute, the provisions of any Facility Letter or otherwise) upon such terms and for such periods of time as it may think fit and may determine any such delegation. Neither Unity nor any Receiver will be liable to a Borrower for any loss or damage arising from any act, default, omission or misconduct of any such delegate and references in this Legal Charge to Unity or to any Receiver will where the context so admits include references to any such delegates so appointed.

4.12 The Borrower will not have the power pursuant to Section 99 of the Law of Property Act 1925, to grant any Lease in respect of the Property without the prior consent of Unity.

4.13 The powers conferred hereunder or by any Facility Letter on Unity and any Receiver are in addition to and not in substitution for the powers conferred on mortgagees and mortgagees in possession under the Law of Property Act 1925, the Insolvency Act 1986 or otherwise by law and in the case of any conflict between the powers contained in any such Act and those conferred by this Legal Charge the terms herein will prevail.

5. APPOINTMENT AND POWERS OF RECEIVER

5.1 Unity may at any time after having been requested to do so by the Borrower or after this Legal Charge becomes enforceable, by deed or otherwise (acting through an authorised officer of Unity), without prior notice to the Borrower:

5.1.1 appoint one or more persons to be a Receiver of the whole or any part of any asset which is secured in favour of Unity;

5.1.2 remove (so far as it is lawfully able) any Receiver so appointed;

5.1.3 appoint another person(s) as an additional or replacement Receiver(s); and/or

5.1.4 appoint one or more persons to be an administrator of the Borrower.

5.2 Each person appointed to be a Receiver pursuant to this Legal Charge will be:

5.2.1 entitled to act individually or together with any other person appointed or substituted as Receiver;

5.2.2 deemed for all purposes to be the agent of the Borrower and the Borrower shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for Unity; and

5.2.3 entitled to remuneration for his services at a rate to be fixed by Unity from time to time (without being limited to the maximum rate specified by the Law of Property Act 925).

5.3 The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of Unity under the Law of Property Act 1925 (as extended by this Legal Charge) the Insolvency Act 1986 (as extended by this Legal Charge) or otherwise and such powers shall remain exercisable from time to time by Unity in respect of any part of any asset which is secured in favour of Unity.

5.4 Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up, dissolution, death or mental incapacity of the Borrower) have and be entitled to exercise, in relation to any asset which is secured in favour of Unity in respect of which he was appointed, and as varied and extended by the provisions of this Legal Charge (in the name of or on behalf of the Borrower or in his own name and, in each case, at the cost of the Borrower):

5.4.1 all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act;

5.4.2 where the Borrower is a body corporate, all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986;

5.4.3 all the powers and rights of an absolute owner and power to do or omit to do anything which the Borrower itself could do or omit to do; and

5.4.4 the power to do all things (including bringing or defending proceedings in the name or on behalf of the Borrower) which seem to the Receiver to be incidental or conducive to:

5.4.4.1 any of the functions, powers, authorities or discretions conferred on or vested in him;

5.4.4.2 the exercise of any rights, powers and remedies of Unity provided by or pursuant to this Legal Charge or by law (including realisation of all or any part of any asset which is secured in favour of Unity); or

5.4.4.3 bringing to his hands any assets of the Borrower forming part of, or which when got in would be, the assets secured in favour of Unity.

5.5 The receipt of Unity or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of any asset which is secured in favour of Unity or making any acquisition, Unity or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

5.6 No purchaser or other person dealing with Unity or any Receiver shall be bound to inquire whether the right of Unity or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of Unity or such Receiver in such dealings.

5.7 Any liberty or power which may be exercised or any determination which may be made under this Legal Charge by Unity or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

5.8 Unity will not incur any liability (either to the Borrower or to any other person whatsoever) in respect of any contracts, engagements, acts, omissions, defaults or losses of a Receiver or for any liabilities incurred by him or for any misconduct by him or for his remuneration by reason of its appointing a Receiver or of its having made or given any regulation or direction to the Receiver for any other reason whatsoever.

5.9 The provisions of this Legal Charge will not confer on Unity any right in equity to any fittings, furniture, vehicles, goods, livestock, equipment or materials so far as this Legal Charge constitutes a Bill of Sale.

6. ORDER OF PAYMENTS AND APPLICATION OF PROCEEDS

6.1 If Unity receives a payment that is insufficient to discharge all of the Borrower's Indebtedness Unity shall apply that payment towards the Borrower's Indebtedness in such order as Unity requires.

6.2 All moneys received or recovered by Unity or any Receiver pursuant to this Legal Charge or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied towards the following items in the following order:

6.2.1 first, in the payment of all costs, charges and expenses of and incidental to the Receiver's appointment and his remuneration;

6.2.2 second, in the payment or the discharge of any liabilities incurred by a Receiver in the exercise of any powers of the Receiver;

6.2.3 third, in providing for the matters (other than the remuneration of the Receiver) specified in the first three paragraph of Section 109 (8) of the Law of Property Act 1925 (in or towards any payment of any debts or claims which are by statute payable in preference to Unity but only to the extent to which such debts or claims shall have such preference);

6.2.4 fourth, in or towards the satisfaction of the Borrower's Indebtedness in such order as Unity shall direct; and

6.2.5 thereafter, any surplus being paid to the person then entitled to such surplus.

The above shall override any appropriation made by the Borrower.

7. SECURITY POWER OF ATTORNEY

7.1 The Borrower by way of security agrees to irrevocably appoint Unity and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable to:

7.1.1 carry out or fulfil any obligation imposed on that Borrower by any Facility Letter or by this Legal Charge (including the execution and delivery of any deeds, charges, assignments, notices or other security and any transfers of any asset which is secured in favour of Unity); and/or

7.1.2 enable Unity or any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to any Facility Letter, by this Legal Charge or by law (including, after any Facility

Document becomes enforceable, the exercise of any right of a legal or beneficial owner of any asset which is secured in favour of Unity).

7.2 The Borrower agrees to ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

8 WAIVER OF DEFENCES

8.1 The obligations of the Borrower under any Facility Letter and/or this Legal Charge shall not be affected by any act, omission, matter or thing which would reduce, release or prejudice any of its said obligations including:

8.1.1 any time, waiver or consent granted to, or composition with the Borrower or other person;

8.1.2 the release of the Borrower or any other person under the terms of any composition or arrangement with any creditor of the Borrower;

8.1.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of the Borrower or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

8.1.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Borrower or any other person;

8.1.5 any amendment (however fundamental) or replacement of any Facility Letter or any other Security Document;

8.1.6 any unenforceability, illegality or invalidity of any obligation of any person under any Facility Document or any other document or security; or

8.1.7 any insolvency or similar proceedings.

9. NO LIABILITY

None of Unity, its nominee(s) or any Receiver will be liable by reason of taking any action permitted by any Facility Letter and/or this Legal Charge or any neglect or default in connection with any asset which is secured in favour of Unity or taking possession of or realising all or any part of any asset which is secured in favour of Unity, except in the case of gross negligence or wilful default upon its part.

10. CONSOLIDATION AND SET OFF

10.1 This Legal Charge and each Security Document shall be security not only for the moneys primarily provided for it but also for all moneys which may be or become owing by the Borrower to Unity on any account and (save at the discretion of Unity) no Charged Asset held by Unity shall be released until the Borrower's Indebtedness has been paid in full.

10.2 The Borrower authorises Unity to apply any credit balance to which the Borrower is entitled on any account of the Borrower with Unity in satisfaction of the Borrower's Indebtedness.

10.3 All payments to be made to Unity under the Facility Documents shall be calculated and made without (and free and clear of any deduction for) set-off or counterclaim.

10.4 Unity may at any time after the making of a demand for payment (and without notice to the Borrower) combine or consolidate all or any of the then existing accounts

between Unity and the Borrower (including accounts in the name of the Borrower jointly with another), and may set-off or transfer any sum standing to the credit of any one or more of such accounts in or towards satisfaction of the Borrower's Indebtedness.

11 PAYMENTS

11.1 All payments by the Borrower to Unity must be made to such account as Unity may notify to the Borrower from time to time. Time of payment by the Borrower is of the essence. Payments are sent at the risk of the Borrower and Unity is not responsible for loss of or delay to payments sent by or to the Borrower.

11.2 Sterling is the currency of account and payment for any sum due from the Borrower save that:

11.2.1 each payment in respect of costs, expenses or taxes shall be made in the currency in which the costs, expenses or taxes are incurred; and

11.2.2 any amount expressed to be payable in a currency other than sterling shall be paid in that other currency.

12. CONTINUING SECURITY AND AMOUNT DUE

12.1 Without prejudice to the generality of Clause 2, this Legal Charge secures all advances already made and to be made, and shall be a continuing security to Unity notwithstanding any settlement of account or other matter whatsoever.

12.2 This Legal Charge shall not be considered as satisfied or discharged by an intermediate payment, repayment or discharge of the whole or any part of the Borrower's Indebtedness.

12.3 A certificate signed by an official or manager of Unity as to the amount of the Borrower's Indebtedness shall be conclusive evidence save in the case of manifest error or on any question of law.

13. NOTICE OF CHARGE OR DISPOSAL

13.1 On receiving notice that the Borrower has encumbered or disposed of the Property or any of the Charged Assets, Unity shall be entitled to close the Borrower's then current account or accounts and to open a new account or accounts with the Borrower and (without prejudice to Unity's right to combine accounts) no monies paid in or carried to the Borrower's credit in any such new account(s) shall be appropriated towards, or have the effect of discharging, any part of the amount due to Unity on such closed account(s).

13.2 If Unity does not open such new account or accounts, it shall nevertheless be treated as if it had done so at the time when it received such notice.

13.3 As from that time, all payments made by the Borrower to Unity shall be credited or be treated as having been credited to such new account or accounts, and shall not operate to reduce the amount due from the Borrower to Unity at the time when it received such notice.

14 OTHER PROVISIONS

14.1 If Unity considers that any amount paid to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws the liability of the

Borrower under this Legal Charge this Legal Charge will continue and such amount will not be considered to have been irrevocably paid.

14.2 Neither the obligations of the Borrower contained under this Legal Charge nor the rights, powers and remedies conferred in respect of that Borrower upon Unity by any Security Document or by law shall be discharged, impaired or otherwise affected by:

14.2.1 the winding-up, dissolution, administration or reorganisation of the Borrower or any other person or any change in its status, function, control or ownership;

14.2.2 any of the Borrower's Indebtedness or any of the obligations of the Borrower to Unity being or becoming illegal, invalid, unenforceable or ineffective in any respect;

14.2.3 any time or other indulgence being granted or agreed to be granted to the Borrower or any other person in respect of any of the Borrower's Indebtedness or under any other security;

14.2.4 any amendment to, or any variation, waiver or release of, any of the Borrower's Indebtedness or of any person under any other Security Document;

14.2.5 any failure to take, or fully to take, any security agreed to be taken in relation to any of the Borrower's Indebtedness;

14.2.6 any failure to realise or fully to realise the value of, or any release, discharge, exchange or substitution of, any Security Document taken in respect of any of the Borrower's Indebtedness; or

14.2.7 any other act, event or omission which, but for this Clause 14.2, might operate to discharge, impair or otherwise affect any of the obligations of the Borrower contained in this Legal Charge or any of the rights, powers or remedies conferred upon Unity by a Security Document or by law.

14.3 Unity and any Receiver may as the agent of the Borrower remove, store, sell, dispose of, use or otherwise deal with the Equipment or other items at the Property on such terms as Unity or any Receiver shall think fit.

14.4 If the Borrower is a company registered under any of the Companies Acts or a society registered under any of the Industrial and Provident Societies Acts, the net proceeds of sale of the Equipment (after deduction of all costs incurred by Unity or any Receiver of and/or ancillary to such removal, storage, sale or disposal) shall be applied in or towards the discharge of the Borrower's Indebtedness.

14.5 If the Borrower is an individual or individuals, the net proceeds of sale of the Equipment (after deduction of all costs incurred by Unity or any Receiver of and/or ancillary to such removal, storage, sale or disposal) shall be paid by Unity or any Receiver to the Borrower as soon as reasonably practicably after demand.

15 CERTIFICATE OF NON-CONTRAVENTION

The Borrower (if it is a company or other body corporate) certifies that this charge does not contravene any of the provisions of the Borrower's Memorandum and Articles of Association or its Rules or other constitution as the case may be.

16. ASSIGNMENT

16.1 Unity may at any time:

16.1.1 assign all or any of its rights and benefits under this Legal Charge; or

16.1.2 transfer or otherwise dispose of all or any of its rights, benefits and obligations under this Legal Charge to any bank or financial institution as determined by Unity.

16.2 The Borrower may not assign or transfer any of its rights, benefits or obligations under this Legal Charge save with the prior written consent of Unity.

17. DEMANDS AND NOTICES

17.1 Any demand or notice given by Unity under this Legal Charge may be:

17.1.1 by letter addressed to the Borrower sent by first class post to or left at the Borrower's last known address to Unity or at the Borrower's registered office; or

17.1.2 by fax or other electronic means to the Borrower's last known fax number or electronic mail address.

17.1.3 If sent by post, the demand or notice will be taken to have been made or given at noon the second day following the date the letter was posted. If sent by fax or other electronic means, the demand or notice will be taken to have been made or given at the time of transmission.

17.2 Unless otherwise advised by Unity any notices given by the Borrower to Unity under this Legal Charge will be delivered to Unity's office detailed on the front of this Legal Charge.

18. DEFINITION INTERPRETATION ETC

18.1 In this Legal Charge where the context so admits: -

"the Borrower" includes its successors and assigns his/their executors and administrators and (in addition) any committee receiver administrator or other person lawfully acting on behalf of every such party (though no personal liability shall attach to any authorised agent or attorney signing as such) and if this Legal Charge is executed by two or more parties the word "Borrower" shall be construed to refer to each of such parties separately as if each such party had executed a separate charge in the form of this Legal Charge;

"the Borrower's Indebtedness" means

(a) all present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and of whatsoever amount) (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to Unity by the Borrower and whether or not Unity shall have been an original party to the relevant transaction;

(b) All costs, charges and expenses incurred hereunder by Unity and/or or any Receiver, and all other monies paid by Unity and/or any Receiver in connection with this Legal Charge or the Property or the Charged Assets including without prejudice to the generality of the foregoing, the costs shall include all costs incurred by or charged to Unity (on a full indemnity basis) in taking, perfecting, enforcing or exercising (or attempting to perfect, enforce or exercise) any power under this Legal Charge;

(c) interest discount commission or other lawful charges and expenses which Unity may, in the course of its business, charge in respect of any of the matters aforesaid or for keeping the Borrower's accounts(s), and so that interest shall be computed and compounded according to the usual mode of

Unity as well after as before any demand or judgment or the insolvency of the Borrower;

"the Charged Assets" means the Property and any other assets (if any) charged by this Legal Charge;

"Environmental Laws" means all laws, directives, regulations and codes of practice having effect in the United Kingdom from time to time which either legislate for or which in any way directly or indirectly concern the protection of the environment, human health, conditions in the workplace or the generation, transportation, storage, treatment or disposal of substances of any description which either alone or in combination with other substances are capable of causing harm to any living organism or to material objects or structures;

"the Equipment" means all unfixed plant and machinery implements, utensils, furniture, equipment, stock in trade, work in progress and other chattels and equipment of the Borrower now or in the future in on or about the Property, and includes any part or parts thereof;

"Event of Default" means:

(a) any of the Borrower's Indebtedness is not paid or discharged when the same ought to be paid or discharged by the Borrower (whether on demand, at schedule maturity, by acceleration or otherwise, as the case may be); or

(b) the Borrower is in breach of any of its obligations under a Security Document and that breach (if capable of remedy) has not been remedied to the satisfaction of Unity within 14 days of notice by Unity to the Borrower to remedy the breach; or

(c) there occurs one of the events of default set out in the offer of loan or loans made or to be made by Unity to the Borrower;

"Facility Letter" means any letter of offer, facility letter or offer to make further loans to the Borrower in which Unity agrees to provide loan facilities or other financial accommodation to the Borrower (as amended, supplemented or varied from time to time);

"Insurance Policy" means each contract or policy of insurance or assurance in which the Borrower has an interest;

"Insured Risks" means fire, explosion, collision, impact, storm, flood, lightning, landslip, subsidence, burst pipes, malicious damage, acts of terrorism, three months' loss of rent, third party and public liability and such other risks as Unity may from time to time reasonably require;

"Lease" means any lease, underlease, sub-lease, licence, tenancy or right to occupy all or any part of the Property and any agreement for the grant of a Lease;

"this Legal Charge" shall be construed as including each separate or independent stipulation or agreement herein contained;

"Licences" includes (but is not limited to) justices licences, supper hours licences, gaming licences, extended hours licences, premises licences and any certificate of registration in respect of a nursing home or a residential home or any Licences required or related to the Borrower's business or use of the Charged Assets.

"Loan" means the loan or loans made or to be made by Unity to the Borrower pursuant to the terms of the Facility Letter or the principal amount of that loan outstanding for the time being;

"person" includes any person, firm, company, corporation, government, state or agency of a state, association, unincorporated body of persons, trust or partnership (whether or not having a separate legal personality) and any two or more of the foregoing;

"Planning Acts" means the Town and Country Planning Act 1990, The Planning (Listed Buildings and Conservation Areas) Act 1990, The Planning (Hazardous Substances) Act 1990, The Planning (Consequential Provisions) Act 1990, The Planning and Compensation Act 1991, The Planning and Compulsory Purchase Act 2004, Section 33 of the Local Government (Miscellaneous Provisions) Act 1982, Sections 38 or 278 of the Highways Act 1980 and any other statute or subordinate legislation, bylaws, building regulations and other provisions of general law of a similar nature;

"Professional Warranties" means each deed of collateral warranty granted in favour of Unity by (but not limited to) any architect, building contractor, engineer, quantity surveyor, construction manager or other person employed by the Borrower, or a third party in respect of the Property;

"the Property" means the property referred to in the Schedule and shall include all buildings, structures, fixtures (including trade and tenant's fixtures) from time to time on or in any such property;

"Receiver" means any person, whether or not an employee or officer of Unity, appointed by Unity as a receiver and/or manager of the Security given by the Borrower to Unity whether such appointment is pursuant to the Law of Property Act 1925 or otherwise;

"Security Document" means each Legal Charge, Debenture, Guarantee, Deed of Priority, Professional Warranty and any other document creating or purporting to create security over assets of the Borrower as security for the Borrower's Indebtedness;

"Unity" means Unity Trust Bank plc includes persons deriving title under Unity its successors and assigns and any company with which it may amalgamate to the intent that this Legal Charge shall constitute a continuing security in favour of such new company as if it had been expressly named herein instead of Unity Trust Bank plc.

18.2 Where "the Borrower" includes two or more persons or bodies: -

18.2.1 the liabilities of such persons or bodies shall be joint and several, and any event referred to in this Legal Charge shall be deemed to have happened if it happens in relation to any one of those persons or bodies;

18.2.2 all monies, obligations and liabilities due, owing or incurred by the Borrower to Unity shall mean all monies, obligations and liabilities of all, or any one or more, of such persons or bodies to Unity.

18.3 Where "the Borrower" are the trustees of an unincorporated association, covenants and obligations entered into by the Borrower are entered into so as to bind the trustees and the members of such association from time to time and the assets of such association, but not so as to make the trustees personally liable beyond the extent to which such assets are (or ought to be) under the control of such trustees or otherwise available to satisfy such covenants.

18.4 Where the persons forming the "Borrower" are carrying on business in partnership under a firm name the monies and liabilities hereby secured shall (notwithstanding any change in the composition of the partnership) include the monies and liabilities which shall at any time hereafter be due, owing or incurred to Unity by the person or persons from time to time carrying on the partnership business under that name or

under any name in succession and the expression "the Borrower" shall be construed in this way.

18.5 Where a restrictive obligation is imposed on the Borrower, it shall be deemed to include an obligation on the Borrower not to permit or suffer such restrictive obligation to be done by any other person.

18.6 The singular shall include the plural and the masculine the feminine and neuter and vice versa.

18.7 The Clause headings in this Legal Charge are for ease of reference and do not affect the construction of the relevant Clauses.

18.8 Each of the provisions of this Legal Charge shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected.

18.9 Reference to any Act or legislation includes reference to the Act or legislation as for the time being amended, replaced or re-enacted and includes reference to any sub-ordinate legislation (including any European Community law which is applicable in the United Kingdom) order regulation or direction made under or by virtue of that Act or legislation.

19. GOVERNING LAW

This Legal Charge is governed by and will be construed in accordance with English Law and the Borrower submits to the non-exclusive jurisdiction of the English courts.

20. CHARITY CONFIRMATION

20.1 The Property charged is held by (or in trust for) Marie Stopes International (Company Registration Number: 1102208) a non exempt charity and this Legal 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.

20.2 The directors of Marie Stopes International certify that Marie Stopes International has the power under its Memorandum and Articles to effect this charge and it has obtained and considered such advice as is mentioned in section 124 (2) of the Charities Act 2011

IN WITNESS whereof this Deed has been executed by the Borrower and is intended to be and is hereby delivered on the date first above written

THIS IS AN IMPORTANT DOCUMENT, SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND, YOU ARE RECOMMENDED TO TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING.

THE SCHEDULE
The Property

The freehold property known as 1 Conway Street and 1 & 2 Bromley Place and Adjoining Land, London, Camden registered at the Land Registry with absolute title under title no. 28047

SIGNED for and behalf of
UNITY TRUST BANK Plc

[redacted]

EXECUTED as a deed by **MARIE STOPES INTERNATIONAL**

acting by: -

Director [redacted]

~~Secretary~~/Directo [redacted]

SIGNED as a deed on behalf of the
directors of **MARIE STOPES INTERNATIONAL** Signed: [redacted]
by Authorised signatory
one of their number, under an authority
conferred pursuant to section 333
of the Charities Act 2011.

Signature of witness: [redacted]

Name (IN BLOCK CAPITALS):

Address: [redacted]

SIGNED as a deed on behalf of the
directors of **MARIE STOPES INTERNATIONAL** Sig [redacted]
by
one of their number, under an authority
conferred pursuant to section 333
of the Charities Act 2011.

Signature of witness: [redacted]

Name (IN BLOCK CAPITALS):

Address: [redacted]

NOTE: RECEIPT NOT TO BE USED FOR REGISTERED CHARGES

UNITY TRUST BANK PLC hereby this day of
releases unto the Borrower the Property/the Charged Assets* to hold the same unto the Borrower free from this Legal Charge and all monies secured thereby and from all claims and demands thereunder

THE COMMON SEAL of UNITY TRUST BANK plc
was affixed in the presence of: -

* delete as applicable