



Registration of a Charge

Company name: **THE RUMI FOUNDATION**

Company number: **05840786**



X9A7DHCI

Received for Electronic Filing: **27/07/2020**

Details of Charge

Date of creation: **22/07/2020**

Charge code: **0584 0786 0011**

Persons entitled: **BANK J. SAFRA SARASIN (GIBRALTAR) LTD, LONDON BRANCH**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **ANNA ROBSON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5840786

Charge code: 0584 0786 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd July 2020 and created by THE RUMI FOUNDATION was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th July 2020 .

Given at Companies House, Cardiff on 28th July 2020

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**



J. SAFRA SARASIN



Sustainable Private Banking since 1841

DATED

22 July

2020

(1) THE RUMI FOUNDATION
as Chargor

- and -

(2) BANK J. SAFRA SARASIN (GIBRALTAR) LTD, LONDON BRANCH
as Lender

CHARGE OVER BANK ACCOUNT



DLA PIPER

I CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES ACT 2006,
THIS IS A TRUE, COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT

DATE

24 July 2020

SIGNED

DLA PIPER UK LLP

CONTENTS

1.	DEFINITIONS AND INTERPRETATION	1
2.	COVENANT TO PAY	3
3.	GRANT OF SECURITY	3
4.	CONTINUING SECURITY	4
5.	DEPOSIT CONDITIONS	4
6.	REPRESENTATIONS	5
7.	UNDERTAKINGS BY THE CHARGOR	5
8.	POWER TO REMEDY	6
9.	SET-OFF	7
10.	TIME DEPOSITS	7
11.	WHEN SECURITY BECOMES ENFORCEABLE.....	8
12.	ENFORCEMENT OF SECURITY	8
13.	APPLICATION OF PROCEEDS	10
14.	DELEGATION	10
15.	FURTHER ASSURANCES	10
16.	POWER OF ATTORNEY	10
17.	PAYMENTS	11
18.	STAMP DUTY	11
19.	COSTS AND EXPENSES	11
20.	CURRENCIES	12
21.	INDEMNITY	12
22.	MISCELLANEOUS	13
23.	NOTICES	14
24.	PARTIAL INVALIDITY	14
25.	RELEASE	14
26.	COUNTERPARTS	14
27.	GOVERNING LAW	14

THIS CHARGE OVER BANK ACCOUNT is made on

22 July

2020

BETWEEN:

- (1) **THE RUMI FOUNDATION**, a company incorporated under the laws of England and Wales and limited by guarantee with company number 05840786 (and being a registered charity with number 1115154) with its registered office at Clutha House 1st Floor, 10 Storey's Gate, London, SW1P 3AY (the "**Chargor**"); and
- (2) **BANK J. SAFRA SARASIN (GIBRALTAR) LTD, LONDON BRANCH** (the "**Lender**").

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

- (a) terms defined in, or construed for the purposes of, the Facility Agreement (as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed); and

- (b) the following terms have the following meanings:

"Account Balance" means all monies at any time standing to the credit of the Security Account and:

- (a) all interest at any time accrued or accruing on such monies;
- (b) all investments at any time made out of such monies or account; and
- (c) all rights to repayment of any of the same;

"Act" means the Law of Property Act 1925;

"Default Rate" means the rate of interest determined in accordance with clause 8(c) of the Facility Agreement;

"Facility Agreement" means the facility agreement originally dated 27 April 2018 as amended and restated on 25 June 2019 and as further amended and restated on or around the date of this Deed and made between, amongst others, (1) the Chargor and (2) the Lender pursuant to which the Lender agreed to make certain facilities available to the Chargor;

"Party" means a party to this Deed;

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Chargor to the Lender under or pursuant to any Finance Document (including all monies covenanted to be paid under this Deed);

"Security" means the Security Interests created by or pursuant to this Deed;

"**Security Account**" means the account held with the Lender with account number [REDACTED] and to be designated "*Deposit Account*" denominated in Sterling, together with:

- (a) all additions to or renewals or replacements of such account (in whatever currency) and all investments made out of the same; and
- (b) all rights, benefits and proceeds in respect of such account (including interest and rights to repayment of any monies standing to the credit of such account);

"**Security Assets**" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Deed;

"**Security Interest**" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security;

"**Security Period**" means the period beginning on the date of this Deed and ending on the date on which:

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (b) the Lender has no further commitment, obligation or liability under or pursuant to the Finance Documents.

1.2 Interpretation

- (a) Unless a contrary indication appears, any reference in this Deed to:
 - (i) the "**Chargor**" or the "**Lender**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - (ii) "**this Deed**", the "**Facility Agreement**", any other "**Finance Document**" or any other agreement or instrument shall be construed as a reference to this Deed, the Facility Agreement, such other Finance Document or such other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of the Chargor or provides for further advances);
 - (iii) an Event of Default that is "**continuing**" shall be construed as meaning an Event of Default that has not been waived in writing by the Lender;
 - (iv) "**including**" or "**includes**" means including or includes without limitation;
 - (v) "**Secured Obligations**" includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting the Chargor;
 - (vi) a provision of law is a reference to that provision as amended or re-enacted; and
 - (vii) the singular includes the plural and vice versa.

- (b) References to clauses are to be construed, unless otherwise stated, as references to clauses of this Deed.
- (c) Clause headings are for convenience only and shall not affect the construction of this Deed.
- (d) Each undertaking of the Chargor (other than a payment obligation) contained in this Deed must be complied with at all times during the Security Period.
- (e) If the Lender reasonably considers that an amount paid by the Chargor to the Lender under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- (f) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

1.3 Third party rights

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

2. COVENANT TO PAY

2.1 Covenant to pay

The Chargor covenants in favour of the Lender that it will pay and discharge the Secured Obligations from time to time when they fall due.

2.2 Default interest

- (a) Any amount which is not paid under this Deed when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the rate and in the manner agreed in the Finance Document under which such amount is payable and, in the absence of such agreement, at the Default Rate from time to time.
- (b) Default interest will accrue from day to day and will be compounded at such intervals as the Lender states are appropriate.

3. GRANT OF SECURITY

3.1 Nature of security

All Security Interests and dispositions created or made by or pursuant to this Deed are created or made:

- (a) in favour of the Lender;
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) as continuing security for payment of the Secured Obligations.

3.2 Fixed charge

The Chargor charges and agrees, by way of first fixed charge, to charge all its present and future right, title and interest in and to the Security Account and the Account Balance.

3.3 Notice

This Deed constitutes notice to the Lender of the Security but this shall not prohibit the Lender from exercising any rights of set-off against the Account Balance or otherwise enforcing this Deed.

4. CONTINUING SECURITY

4.1 Continuing security

The Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

4.2 Additional and separate security

This Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security Interest which the Lender may at any time hold for any Secured Obligation.

4.3 Right to enforce

This Deed may be enforced against the Chargor without the Lender first having recourse to any other right, remedy, guarantee or Security Interest held by or available to it.

5. DEPOSIT CONDITIONS

5.1 Non-assignability

None of the Account Balance, the Security Account and the rights and benefits relating thereto is capable of being assigned to any third party or being the subject of any Security Interest except with the prior written consent of the Lender.

5.2 Overriding provisions of this Deed

If there is any inconsistency between the terms on which all or any part of the Account Balance may have been deposited and any provision of this Deed, the provision of this Deed shall prevail.

5.3 Conditional repayment

Notwithstanding any other terms on which monies may have been deposited in the Security Account, it is a condition of that deposit that, until the end of the Security Period, the Account Balance shall not be repayable (in whole or in part) nor shall it constitute a debt owed by the Lender to the Chargor or any other person. The Lender may (in its sole discretion) at any time and from time to time, regard the whole or any part of the Account Balance as due and payable.

6. REPRESENTATIONS

6.1 General

The Chargor makes the representations and warranties set out in this clause 6 to the Lender.

6.2 No Security Interests

The Security Account and the Account Balance are beneficially owned by the Chargor free from any Security Interest other than as created by this Deed.

6.3 No avoidance

This Deed creates the Security Interests which it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise.

6.4 Ownership of Security Account and Account Balance

The Chargor is the sole legal and beneficial owner of the Security Account and the Account Balance.

6.5 No proceedings pending or threatened

No litigation, arbitration or administrative proceeding has currently been started or threatened in relation to either the Security Account or the Account Balance.

6.6 Time when representations made

- (a) All the representations and warranties in this clause 6 are made by the Chargor on the date of this Deed and are also deemed to be made by the Chargor on:
 - (i) the date of each Utilisation Request and each Utilisation Date; and
 - (ii) the first day of each Interest Period.
- (b) Each representation or warranty deemed to be made after the date of this Deed shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

7. UNDERTAKINGS BY THE CHARGOR

7.1 Restrictions on dealing

The Chargor shall not do or agree to do any of the following without the prior written consent of the Lender:

- (a) create or permit to subsist any Security Interest on the Security Account or the Account Balance other than as created by this Deed; or
- (b) sell, transfer, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in the Security Account or the Account Balance.

7.2 No withdrawals

The Chargor shall not withdraw or attempt or be entitled to withdraw (or direct any transfer of) all or any part of the Account Balance without the prior written consent of the Lender. The Lender shall be entitled in its absolute discretion to refuse to permit any such withdrawal or transfer.

7.3 No variation of terms

The Chargor shall not, without the prior written consent of the Lender, permit or agree to any variation of the rights attaching to the Security Account or the Account Balance.

7.4 Compliance with obligations

The Chargor shall comply in all material respects with all obligations in relation to the Security Account and the Account Balance under any present or future law, regulation, order or instrument or under any bye-laws, regulations or requirements of any competent authority or other approvals, licences or consents.

7.5 Information

The Chargor shall provide the Lender with all information which it may reasonably request in relation to the Security Account or the Account Balance.

7.6 Not prejudice

The Chargor shall not do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of the Security Account or the Account Balance (or make any omission which has such an effect).

8. POWER TO REMEDY

8.1 Power to remedy

If at any time the Chargor does not comply with any of its obligations under this Deed, the Lender (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. The Chargor irrevocably authorises the Lender and its employees and agents by way of security to do all things (including entering the property of the Chargor) which are necessary or desirable to rectify that default.

8.2 Mortgagee in possession

The exercise of the powers of the Lender under this clause 8 shall not render it liable as a mortgagee in possession.

8.3 Monies expended

The Chargor shall pay to the Lender on demand any monies which are expended by the Lender in exercising its powers under this clause 8, together with interest at the Default Rate from the date on which those monies were expended by the Lender (both before and after judgment) and otherwise in accordance with clause 2.2 (*Default interest*).

9. SET-OFF

9.1 Application of monies in the Security Account

The Lender is irrevocably authorised at any time (whether or not a Default has occurred) without notice to the Chargor to apply any monies standing to the credit of the Security Account against any Secured Obligation which is due and payable.

9.2 Set-off

- (a) The Lender may (but shall not be obliged to) at any time set off any obligation which is due and payable by the Chargor under the Finance Documents and unpaid against any obligation (whether or not matured) (including the Account Balance) owed by the Lender to the Chargor regardless of the place of payment, booking branch or currency of either obligation or the Account Balance.
- (b) At any time after the Security has become enforceable (and in addition to its rights under clause 9.1 (*Application of monies in the*) and clause 9.2(a)), the Lender may (but shall not be obliged to) set-off any contingent liability owed by the Chargor under any Finance Document against any obligation (whether or not matured) owed by the Lender to the Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- (c) If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (d) If either obligation is unliquidated or unascertained, the Lender may set off in an amount estimated by it in good faith to be the amount of that obligation.

10. TIME DEPOSITS

10.1 Time deposits

Any agreement that all or part of the Account Balance is to be held on fixed time deposit shall be for the purpose of calculation and payment of interest only and will not prejudice the rights of the Lender under this Deed or preclude or delay the Lender from exercising any of those rights.

10.2 Termination of time deposit

The Lender may unilaterally terminate any such fixed time deposit period at any time after the Security has become enforceable and adjust any interest payable by the Lender accordingly.

10.3 Renewal of time deposits

Without prejudice to clause 9 (*Set-off*), if any time deposit matures on the Security Account at a time within the Security Period when:

- (a) this Security has become enforceable; and
- (b) no amount of the Secured Obligations is due and payable,

such time deposit shall automatically be renewed for such further maturity as the Lender in its absolute discretion considers appropriate unless the Lender otherwise agrees in writing.

11. WHEN SECURITY BECOMES ENFORCEABLE

11.1 When enforceable

This Security shall become immediately enforceable upon the occurrence of an Event of Default and shall remain so for so long as such Event of Default is continuing.

11.2 Statutory powers

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Deed) shall be immediately exercisable upon and at any time after the occurrence of any Event of Default and for so long as such Event of Default is continuing.

11.3 Enforcement

After this Security has become enforceable, the Lender may in its absolute discretion enforce all or any part of the Security in such manner as it sees fit.

12. ENFORCEMENT OF SECURITY

12.1 General

For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to the Security.

12.2 Powers of Lender

At any time after the Security becomes enforceable, the Lender may without further notice (unless required by law):

- (a) withdraw, apply, transfer or set off all or any part of the Account Balance to make payment or other discharge of any Secured Obligation; and/or
- (b) sell or otherwise dispose of all or any part of the Security Account or the Account Balance or exercise all or any powers conferred on mortgagees by the Act (as amended or extended by this Deed); and/or
- (c) exercise in relation to the Security Account or the Account Balance (or any part of any of them) all such powers and rights as it would be capable of exercising if it were the absolute owner of the Security Account or the Account Balance; and/or
- (d) give valid receipts for the Account Balance and do all such other things as may seem to it to be incidental or conducive to any other power vested in it or necessary or desirable for the realisation of the Security Account or the Account Balance.

12.3 Redemption of prior mortgages

At any time after the Security has become enforceable, the Lender may:

- (a) redeem any prior Security Interest against any Security Asset; and/or

- (b) procure the transfer of that Security Interest to itself; and/or
- (c) settle and pass the accounts of the holder of any prior Security Interest and any accounts so settled and passed shall be conclusive and binding on the Chargor.

All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the Chargor to the Lender on demand.

12.4 Privileges

- (a) The Lender is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply.
- (b) To the extent that the Security Assets constitute "*financial collateral*" and this Deed and the obligations of the Chargor under this Deed constitute a "*security financial collateral arrangement*" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)) each Receiver and Lender shall have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.
- (c) For the purpose of clause 12.4(b), the value of the financial collateral appropriated shall be such amount as the Receiver or Lender reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

12.5 No liability

- (a) The Lender shall not be liable (A) in respect of all or any part of the Security Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its powers (unless such loss or damage is caused by its gross negligence or wilful misconduct).
- (b) Without prejudice to the generality of clause 12.5(a), the Lender shall not be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

12.6 Protection of third parties

No person (including a purchaser) dealing with the Lender or its agents will be concerned to enquire:

- (a) whether the Secured Obligations have become payable; or
- (b) whether any power which the Lender is purporting to exercise has become exercisable; or
- (c) whether any money remains due under any Finance Document; or
- (d) how any money paid to the Lender is to be applied.

13. APPLICATION OF PROCEEDS

13.1 Application

All monies received by the Lender under or in connection with this Deed or the Security Assets (or standing to the credit of the Security Account) after the Security has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to the Security) be applied in the following order:

- (a) *first*, in satisfaction of, or provision for, all costs, charges and expenses incurred, and payments made by the Lender;
- (b) *secondly*, in or towards the satisfaction of the remaining Secured Obligations; and
- (c) *thirdly*, in payment of any surplus to the Chargor or other person entitled to it.

13.2 Contingencies

If the Security is enforced at a time when no amounts are due under the Finance Documents (but at a time when amounts may become so due), the Lender may pay the proceeds of any recoveries effected by it into a blocked suspense account.

14. DELEGATION

The Lender may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by it under this Deed upon any terms (including power to sub-delegate) which it may think fit. The Lender shall not be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

15. FURTHER ASSURANCES

The Chargor shall, at its own expense, promptly take whatever action the Lender may require for:

- (a) creating, perfecting or protecting the Security Interests intended to be created by this Deed; and
- (b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Lender or any of its delegates or sub-delegates in respect of any Security Asset,

including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Lender or to its nominees, the giving of any notice, order or direction and the making of any registration, which in any such case, the Lender may think expedient.

16. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Lender and any of its delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed, including under clause 15 (*Further assurances*). The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

17. PAYMENTS

17.1 Payments

Subject to clause 17.2 (*Gross-up*), all payments to be made by the Chargor in respect of this Deed shall be made:

- (a) in immediately available funds to the credit of such account as the Lender may designate; and
- (b) without (and free and clear of, and without any deduction for or on account of):
 - (i) any set-off or counterclaim; or
 - (ii) except to the extent compelled by law, any deduction or withholding for or on account of Tax.

17.2 Gross-up

If the Chargor is compelled by law to make any deduction or withholding from any sum payable under this Deed to the Lender the sum so payable by the Chargor shall be increased so as to result in the receipt by the Lender of a net amount equal to the full amount expressed to be payable under this Deed.

18. STAMP DUTY

The Chargor shall:

- (a) pay all present and future stamp, registration and similar Taxes or charges which may be payable, or determined to be payable, in connection with the execution, delivery, performance or enforcement of this Deed, or any judgment given in connection therewith; and
- (b) indemnify the Lender on demand against any and all costs, losses or liabilities (including, without limitation, penalties) with respect to, or resulting from, its delay or omission to pay any such stamp, registration and similar Taxes or charges.

19. COSTS AND EXPENSES

19.1 Transaction and amendment expenses

The Chargor shall promptly on demand pay to the Lender the amount of all costs, charges and expenses (including, without limitation, legal fees, valuation, accountancy and consultancy fees (and any VAT or similar Tax thereon)) incurred by the Lender in connection with:

- (a) the negotiation, preparation, printing, execution, registration, perfection and completion of this Deed, the Security or any document referred to in this Deed; or
- (b) any actual or proposed amendment or extension of, or any waiver or consent under, this Deed.

19.2 Enforcement and preservation costs

The Chargor shall promptly on demand pay to the Lender the amount of all costs, charges and expenses (including, (without limitation) legal fees (and any VAT or similar Tax thereon)) incurred by it in connection with the enforcement, exercise or preservation (or the attempted enforcement, exercise or preservation) of any of its rights under this Deed or any document referred to in this Deed or the Security.

19.3 Default interest

Any amount demanded under clause 19.1 (*Transaction and amendment expenses*) or 19.2 (*Enforcement and preservation costs*) shall bear interest at the Default Rate (both before and after judgment) from the day on which those costs, charges or expenses were paid, incurred or charged by the relevant person and otherwise in accordance with clause 2.2 (*Default interest*).

20. CURRENCIES

20.1 Conversion

All monies received or held by the Lender under this Deed may be converted from their existing currency into such other currency as the Lender considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Spot Rate of Exchange. The Chargor shall indemnify the Lender against all costs, charges and expenses incurred in relation to such conversion. The Lender shall not have any liability to the Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

20.2 Currency indemnity

No payment to the Lender (whether under any judgment or court order or in the liquidation, administration or dissolution of the Chargor or otherwise) shall discharge the obligation or liability of the Chargor in respect of which it was made, unless and until the Lender shall have received payment in full in the currency in which the obligation or liability was incurred and, to the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency, the Lender shall have a further separate cause of action against the Chargor and shall be entitled to enforce the Security to recover the amount of the shortfall.

21. INDEMNITY

The Chargor shall indemnify the Lender and any attorney, agent or other person appointed by the Lender under this Deed and the Lender's officers and employees (each an "**Indemnified Party**") on demand against any cost, loss, liability or expense (however arising) incurred by any Indemnified Party as a result of or in connection with:

- (a) anything done or omitted in the exercise or purported exercise of the powers contained in this Deed;
- (b) the Security Assets or the use or holding of them by any person; or
- (c) any breach by the Chargor of any of its obligations under this Deed.

22. MISCELLANEOUS

22.1 Appropriation and suspense account

- (a) The Lender may apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations as it thinks fit. Any such appropriation shall override any appropriation by the Chargor.
- (b) All monies received, recovered or realised by the Lender under, or in connection with, this Deed may at the discretion of the Lender be credited to a separate interest-bearing suspense account for so long as the Lender determines (with interest accruing thereon at such rate, if any, as the Lender may determine for the account of the Chargor) without the Lender having any obligation to apply such monies and interest or any part thereof in or towards the discharge of any of the Secured Obligations.

22.2 New accounts

If the Lender receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security Interest affecting any Security Asset and/or the proceeds of sale of any Security Asset, it may open a new account or accounts for the Chargor. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice. As from that time all payments made to the Lender will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations.

22.3 Changes to Parties

- (a) The Chargor may not assign any of its rights under this Deed.
- (b) The Lender may assign or transfer or grant participations in all or any part of its rights under this Deed in accordance with the Facility Agreement. The Chargor shall, immediately upon being requested to do so by the Lender, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

22.4 Tacking

- (a) The Lender shall perform its obligations under the Facility Agreement (including any obligation to make available further advances).
- (b) This Deed secures advances already made and further advances to be made.

22.5 Amendments and waivers

Any provision of this Deed may be amended only if the Lender and the Chargor so agree in writing and any breach of this Deed may be waived before or after it occurs only if the Lender so agrees in writing. A waiver given or consent granted by the Lender under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

22.6 Calculations and certificates

A certificate of the Lender specifying the amount of any Secured Obligation due from the Chargor (including details of any relevant calculation thereof) shall be prima facie evidence of such amount against the Chargor in the absence of manifest error.

22.7 Waiver, rights and remedies

No failure to exercise, nor any delay in exercising, on the part of the Lender any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

23. NOTICES

23.1 Facility Agreement

Clause 29 of the Facility Agreement (*Notices*) (relating to all communications to be made under the Facility Agreement) is incorporated into this Deed as if fully set out in this Deed except that references to the Facility Agreement shall be construed as references to this Deed. The address and fax numbers of each Party for all communications or documents given under or in connection with this Deed are those identified with its name below or those subsequently notified from time to time by the relevant Party for the purposes of the Facility Agreement.

24. PARTIAL INVALIDITY

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

25. RELEASE

25.1 Release

Upon the expiry of the Security Period (but not otherwise) the Lender shall, at the request and cost of the Chargor, take whatever action is necessary to release or re-assign (without recourse or warranty) the Security Assets from the Security.

25.2 Reinstatement

Where any discharge (whether in respect of the obligations of the Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Chargor under this Deed shall continue as if the discharge or arrangement had not occurred. The Lender may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

26. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Deed.

27. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

IN WITNESS of which this Deed has been duly executed by the Chargor as a deed and duly executed by the Lender and has been delivered on the first date specified on page 1 of this Deed by the Chargor.

EXECUTION PAGE

THE CHARGOR

Executed as a deed, but not delivered until the)
first date specified on page 1 by **THE RUMI**)
FOUNDATION acting by two directors:)

Signature

Signature

Address: Clutha House, 1st Floor
10 Storey's Gate
London
SW1P 3AY

Facsimile No: N/A

THE LENDER

Signed by)
and)

Signature

Authorised Signatory

for and on behalf of **BANK J. SAFRA**
SARASIN (GIBRALTAR) LTD:

Signature

Authorised Signatory

Address: 47 Berkeley Square
London
W1J 5AU

Facsimile No: 0207 514 1001

Attention: Barry Deasy