



Registration of a Charge

Company name: **THE RUMI FOUNDATION**

Company number: **05840786**

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



X9A7DHCQ

Details of Charge

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

Charge code: **0584 0786 0010**

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

Brief description: **LAND AND BUILDINGS KNOWN AS 7-10 BATEMAN'S ROW, LONDON EC2A 3HH REGISTERED AT HM LAND REGISTRY WITH TITLE NUMBER 328688 AND OTHERS. FOR MORE DETAILS, PLEASE REFER TO THE INSTRUMENT.**

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 0010

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 Charging Company

- and -

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

**SUPPLEMENTAL LEGAL
CHARGE**

to a legal charge dated 27 April 2018



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

THIS SUPPLEMENTAL LEGAL CHARGE 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 (charity number 1115154) with its registered office at Clutha House 1st Floor, 10 Storey's Gate, London, SW1P 3AY (the "**Charging Company**"); and
- (2) **BANK J. SAFRA SARASIN (GIBRALTAR) LTD** (the "**Lender**").

BACKGROUND:

- A The Charging Company is a party to the Legal Charge (as defined below) under which it granted security over certain of its present and future assets as security for the Secured Obligations (as defined in the Legal Charge).
- B The Charging Company enters into this Deed pursuant to clause 18 (*Further assurances*) of the Legal Charge in order to more effectively perfect the security created by the Legal Charge over the Acquired Property (as defined below).

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed (including the recitals to it):

- (a) terms defined in or construed for the purposes of the Legal Charge (as defined below) have the same meanings when used in this Deed (unless otherwise defined in this Deed); and
- (b) the following terms have the following meanings:

"**Acquired Property**" means the property specified in part 1 of the schedule (*Details of Acquired Property*) and each part of it;

"**Additional Charged Securities**" means the securities specified in part 2 of the schedule (*Details of Additional Charged Securities*) and all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "*investments*" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of this Deed) now or in future owned (legally or beneficially by the Charging Company or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which the Charging Company has an interest at any time, in each case in respect of each Company;

"**Company**" means each of:

- (a) Pitfield Street Acquisitions Limited (company number 11702063) whose registered office is at Clutha House, 1st Floor, 10 Storey's Gate, London SW1P 3AY;
- (b) Whitechapel Acquisitions Ltd (company number 11380670) whose registered office is at Clutha House, 1st Floor, 10 Storey's Gate, London SW1P 3AY; and

- (c) Hoxton Square Acquisitions Limited (company number 11634951) whose registered office is at Clutha House, 1st Floor, 10 Storey's Gate, London SW1P 3AY; and

"Legal Charge" means the legal charge dated 27 April 2018 and made between (1) the Charging Company and (2) the Lender.

1.2 Interpretation

- (a) Unless a contrary indication appears, any reference in this Deed to the **"Charging Company"** or the **"Lender"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees.
- (b) The principles of construction set out in clause 1.2 (*Interpretation*) of the Legal Charge shall apply to this Deed, with any necessary changes, as if they were set out in full in this Deed.

1.3 Incorporation of provisions

Clauses 1.3 (*Third party rights*) and 23 (*Notices*) of the Legal Charge are incorporated into this Deed, with any necessary changes and as if references in them to the *"Legal Charge"* or *"this Deed"* were references to this Deed, as if they were set out in full in this Deed.

2. GRANT OF SECURITY

2.1 Nature of security

All Security and dispositions created or made by 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.

2.2 Legal charge

The Charging Company charges and agrees to charge:

- (a) by way of first legal mortgage all its present and future right, title and interest in and to the Acquired Property and (to the extent not so charged):
- (i) all buildings and fixtures (including trade fixtures), fittings and fixed plant and machinery at any time on the Acquired Property;
- (ii) all easements, servitudes, rights and agreements in respect of the Acquired Property;
- (iii) all rents from, or proceeds of sale of, the whole or any part of the Acquired Property; and
- (iv) the benefit of all covenants given in respect of the Acquired Property; and

- (b) by way of first fixed charge the Additional Charged Securities in each case, together with all Related Rights from time to time accruing to those Additional Charged Securities and all rights which the Charging Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments.

2.3 Application of Legal Charge provisions

The Security created by this Deed is created "*pursuant to the Legal Charge*" and:

- (a) all references in the Legal Charge to the "**Security Assets**" include the Acquired Property and the other assets charged by this Deed, and to "**this Security**" includes the Security created by or pursuant to this Deed; and
- (b) all provisions of the Legal Charge relating to the "**Security Assets**" or "**this Security**" (including, without limitation, obligations of the Charging Company and rights of enforcement) apply respectively to the Acquired Property and the other assets charged by this Deed and to the Security created by this Deed.

2.4 Restriction

The Charging Company shall apply to the Chief Land Registrar (and consents to such an application being made by or on behalf of the Lender) for a restriction in the following terms to be entered on the Register of Title relating to the Acquired Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [♦] 2020 in favour of Bank J. Safra Sarasin (Gibraltar) Ltd referred to in the charges register or their conveyancer."

3. SUPPLEMENTAL DEED

3.1 Legal Charge

- (a) This Deed is supplemental to the Legal Charge.
- (b) This Deed is a Finance Document.
- (c) From the date of this Deed the provisions of the Legal Charge and of this Deed shall be read and construed as one and all references to the Legal Charge shall be deemed to incorporate the provisions and amendments contained in this Deed.

3.2 Continuance in force

For the avoidance of doubt, the provisions of the Legal Charge and the other Finance Documents (except as amended by this Deed) continue to apply and remain in full force and effect.

4. COSTS AND EXPENSES

The Charging Company shall promptly on demand pay to the Lender the amount of all costs and expenses (including legal fees, valuation fees (and any VAT or similar Tax thereon)) incurred by the Lender in connection with the negotiation, preparation, execution, registration and completion of this Deed.

5. GOVERNING LAW

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

6. CHARITIES ACT 2011

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

IN WITNESS of which this Deed has been duly executed by the Charging Company 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 Charging Company.

SCHEDULE: SECURITIES

Part 1: Details of Acquired Property

Registered land	
Address	Title number(s)
Land and buildings known as 7-10 Bateman's Row, London EC2A 3HH	328688
13 Mostyn Gardens, London NW10 5QU	MX374944
Mount Carmel Chambers, Duke's Lane, Church Street, Kensington	452316
Flat 3, Mount Carmel Chambers, Duke's Lane, Church Street, Kensington	NGL598471
The first and second floor leasehold titles at 17 Old Nichol Street, London E2 7HR	EGL495922; and EGL495891
Land on the north side of 3 and 5 Princelet Street, London E1 6QH	LN184895; and EGL357000
67-71 Shoreditch High Street and 5 Boundary Street, London	227646; and LN36510
11 Boundary Street, London	227644

Part 2: Details of Additional Charged Securities

Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Pitfield Street Acquisitions Limited	Ordinary	100	100 ordinary shares of £1
Whitechapel Acquisitions Ltd	Ordinary	100	100 ordinary shares of £1
Hoxton Square Acquisitions Limited	Ordinary	100	100 ordinary shares of £1

EXECUTION PAGE

THE CHARGING COMPANY

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

By their signatures above, Jehad Verjee and Brent Pollard as
directors of the Chargor also certify that they have the power under the provisions establishing the
charity and regulating its purposes and administration to effect this charge and that they have obtained
and considered such advice as is mentioned in section 124(2) of the Charities Act 2011.

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