



**Registration of a Charge**

Company name: **LIVABILITY**

Company number: **05967087**



X81JXBNU

Received for Electronic Filing: **19/03/2019**

---

**Details of Charge**

Date of creation: **15/03/2019**

Charge code: **0596 7087 0016**

Persons entitled: **METRO BANK PLC**

Brief description: **JOHN GROOMS COURT, 215 SPROWSTON ROAD, NORWICH, NR3 4HX,  
TITLE NUMBER NK51749**

**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:

**LOWRI GWYN**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 5967087

Charge code: 0596 7087 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th March 2019 and created by LIVABILITY was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th March 2019 .

Given at Companies House, Cardiff on 20th March 2019

The above information was communicated by electronic means and authenticated  
by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

---

**Dated:** 15 March 2019

- (1) Livability as Chargor  
(2) Metro Bank PLC as Lender
- 

**Legal charge**

---

We hereby certify this to be a true copy of the original subject to redaction under S859G Companies Act 2006.

*Eversheds Sutherland (International) LLP*  
EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP

# CONTENTS

Clause		Page
1	DEFINITIONS AND INTERPRETATION.....	3
2	COVENANT TO PAY.....	5
3	GRANT OF SECURITY.....	5
4	UNDERTAKINGS.....	6
5	RIGHTS OF ENFORCEMENT.....	8
6	POWERS OF A RECEIVER.....	9
7	APPLICATION OF PROCEEDS.....	10
8	PROTECTION OF THIRD PARTIES.....	11
9	PROTECTION OF LENDER.....	11
10	SAVING PROVISIONS.....	11
11	CHANGES TO THE PARTIES.....	13
12	COUNTERPARTS.....	13
13	GOVERNING LAW.....	13
14	JURISDICTION.....	13
15	CHARITIES REQUIREMENTS.....	14
1	The Properties.....	15
2	Insurances.....	16
3	Notices.....	17

**THIS DEED** is made on

15 March 2019

and made between:

- (1) **LIVABILITY**, a charitable company limited by guarantee, incorporated in England and Wales with number 05967087 and registered charity number 1116530 whose registered office is at 6 Mitre Passage, London, SE10 0ER (the "**Chargor**"); and
- (2) **METRO BANK PLC**, registered in England and Wales (registered number 06419578) of One, Southampton Row, London, WC1B 5HA (the "**Lender**").

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Deed:

**"Associated Benefits"** means, in respect of any asset:

- (a) all monies including (where relevant) all rent, dividends, distributions, profits, compensation, damages, income, or interest paid or payable relating to that asset; and
- (b) all Authorisations, rights, benefits, claims or property at any time relating to that asset.

**"Charged Property"** means all assets, property, rights and revenues of the Chargor which from time to time are, or are expressed to be, the subject of any Security created by this Deed.

**"Charity Trustees"** means the directors of the Chargor, who are charity trustees as defined by section 177 of the Charities Act 2011.

**"Facility Agreement"** means the facility agreement dated on or about the date of this Deed between the Chargor and the Lender.

**"Insolvency Act"** means Insolvency Act 1986.

**"Insolvency Event"** means any corporate action, legal proceedings or other procedure or step that is taken in relation to:

- (a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Chargor;
- (b) a composition, compromise, assignment or arrangement with any creditor of the Chargor;
- (c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Chargor or any of its assets; or
- (d) the enforcement of any Security over any assets of the Chargor,

or any analogous procedure or step is taken in any jurisdiction.

**"Insurances"** means all contracts or policies of insurance of whatever nature which, from time to time, are taken out or maintained by or on behalf of the Chargor or in which the Chargor has an interest, in respect of the Charged Property.

**"Lease"** means any agreement for lease, tenancy, or licence or other right of occupation to which any Property may be subject from time to time.

**"LPA"** means the Law of Property Act 1925.

**"Party"** means a party to this Deed.

**"Properties"** means the freehold properties listed in Schedule 1 (*The Properties*).

**"Secured Liabilities"** means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly or with any other person, whether as principal or surety or in any other capacity whatsoever) due, owing or incurred (before or after demand) of the Chargor to the Lender in any manner, together with interest (both before and after judgement) up to the date of payment at such rates and on such terms as may be agreed together with fees and other expenses and charges and all legal and other costs in relation to any such liabilities.

## 1.2 Construction

1.2.1 Unless a contrary indication appears, any reference in this Deed to:

- 1.2.1.1 the **"Lender"**, the **"Chargor"** or any **"Party"** shall be construed so as to include its successors in title, permitted assigns, permitted assignees and permitted transferees;
- 1.2.1.2 an **account** is a reference to that account as re-designated, re-numbered, substituted or replaced from time to time;
- 1.2.1.3 any **asset** includes present and future properties, revenues and rights of every description, all proceeds of sale of such asset, all rights under any agreement for the sale, lease or licence of such asset and any monies paid or payable in respect of such asset;
- 1.2.1.4 any **disposal** includes a sale, transfer, assignment, grant, lease, licence, declaration of trust or other disposal, whether voluntary or involuntary, and **dispose** will be construed accordingly;
- 1.2.1.5 a **Finance Document** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated or replaced from time to time;
- 1.2.1.6 a **tenant** of any property includes any sub-tenant, licensee or other user or occupier of that property;
- 1.2.1.7 **Indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- 1.2.1.8 a **guarantee** includes any guarantee, indemnity, counter indemnity or other assurance in respect of the indebtedness of any person; and
- 1.2.1.9 a **person** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing and includes its successors and its permitted assignees and transferees.

1.2.2 Where this Deed includes the words **including, in particular or otherwise** (or similar words or phrases), the intention is to state examples and not to be exhaustive.

1.2.3 References to any Security **created by this Deed** are to be deemed to include such Security created or intended to be created, constituted, given, made or extended by, under or evidenced by this Deed.

1.2.4 References to **Indemnify** means to indemnify against all actions, claims, demands and proceedings taken or made against the Lender or any Receiver and all costs, damages, expenses, liabilities and losses incurred by the Lender or any Receiver.

### 1.3 **Incorporation of other terms**

Unless a contrary indication appears, in this Deed:

1.3.1 terms defined in the Facility Agreement have the same meaning in this Deed;

1.3.2 all provisions in the Facility Agreement that are deemed to apply to the Finance Documents apply to this Deed as if set out in full in this Deed.

### 1.4 **Third party rights**

1.4.1 Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or enjoy the benefit of any term of this Deed.

1.4.2 Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.

1.4.3 Any Receiver or Delegate may, subject to this Clause 1.4 and the Third Parties Act, rely on any clause of this Deed which expressly confers rights on it.

## 2. **COVENANT TO PAY**

The Chargor, as principal debtor and not just as surety, covenants with the Lender to pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

## 3. **GRANT OF SECURITY**

### 3.1 **Mortgage**

The Chargor charges by way of first legal mortgage the Properties.

### 3.2 **Fixed Charges**

The Chargor charges by way of first fixed charge:

3.2.1 to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*), the Properties;

3.2.2 all its buildings, fixtures, fittings, fixed plant, machinery, chattels and equipment situated on or forming part of the Properties, excluding stock in trade, to the extent not otherwise effectively mortgaged or charged under this Deed;

3.2.3 the goodwill of any business carried on by the Chargor from the Properties; and

3.2.4 save to the extent assigned under Clause 3.3 (*Assignment*), all Associated Benefits relating to any of the Charged Property.

### 3.3 **Assignment**



The Chargor assigns absolutely all its Insurances, including any listed in Schedule 2 (*Insurances*), together with all Associated Benefits relating to the Charged Property.

### 3.4 **General**

All Security created by this Deed:

- 3.4.1 is created in favour of the Lender;
- 3.4.2 unless specifically stated otherwise, is created over the present and future Charged Property of the Chargor to the extent of its rights, title and interest in, under and to such Charged Property at any time; and
- 3.4.3 is created with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

### 3.5 **Continuing security**

The Security created by this Deed is continuing security for the payment and discharge of the Secured Liabilities. The provisions of this Deed will apply at all times:

- 3.5.1 regardless of the date on which any of the Secured Liabilities were incurred;
- 3.5.2 notwithstanding any intermediate payment or discharge; and
- 3.5.3 in respect of the full amount of the Secured Liabilities at the relevant time even if the amount of the Secured Liabilities had previously been less than that amount or had been nil at any time.

### 3.6 **Additional security**

The Security created by this Deed is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by the Lender. No prior Security held by the Lender over the whole or any of the Charged Property will merge with the Security created by this Deed.

### 3.7 **Validity of details of Charged Property**

The fact that incorrect or incomplete details of any Charged Property are included or inserted in this Deed will not affect the validity or enforceability of the Security created by this Deed.

## 4. **UNDERTAKINGS**

The undertakings in this Clause 4 remain in force from the date of this Deed for so long as any Secured Liabilities are outstanding to the Lender.

### 4.1 **Negative pledge**

The Chargor must not create or permit to subsist any Security over the Charged Property, other than as expressly permitted under the terms of any of the Finance Documents.

### 4.2 **Disposals and dealings**

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of all or any part of any Charged Property, other than as expressly permitted under the terms of any of the Finance Documents.

### 4.3 **Notice of charge or assignment**

4.3.1 The Chargor shall serve notice of each charge or assignment of its rights under each of its Insurances by sending a notice substantially in such form of Schedule 3 (*Form of notice relating to Insurances*) to the relevant insurer, on the date of this Deed (for any Insurances existing on the date of this Deed) and on the date of entry into any other Insurances (in the case of any Insurances entered into after the date of this Deed).

4.3.2 The Chargor shall use reasonable endeavours procure that any notice served by it under Clause 4.3.1 is acknowledged by the recipient in the form attached to such notice in the case of any notice served on the date of this Deed, within 10 Business Days of service of the notice.

#### 4.4 **Charged Property**

The Chargor shall, promptly upon request by the Lender at any time:

4.4.1 deposit with the Lender all documents of title or other evidence of ownership, together with such deeds, certificates and documents as the Lender may require, relating to its Charged Property; and

4.4.2 supply to the Lender such further information regarding the Charged Property as the Lender may reasonably request.

#### 4.5 **Property Restriction**

The Chargor shall ensure that a restriction in the following terms is entered on the register of the title of each Property at the Land Registry:

"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 [DATE OF LEGAL CHARGE] in favour of Metro Bank PLC referred to in the charges register, or its conveyancer,"

together with, where applicable, notice of any obligation on the Lender to make further advances under the terms of the Finance Documents. The Chargor shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

#### 4.6 **Further assurance**

The Chargor shall, at its own cost and expense, promptly take all such actions, including executing all such documents, notices and instructions in such form as the Lender may reasonably require:

4.6.1 to create, perfect, protect and (if necessary) maintain the Security created by this Deed or for the exercise of any rights, powers and remedies of the Lender provided by or under this Deed or by law or regulation; and/or

4.6.2 to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by this Deed.

#### 4.7 **Power to remedy**

If the Chargor fails to comply with any of its obligations under this Deed, the Lender (or its nominee) may (at the Chargor's expense) take such action as is necessary to protect any assets against the consequences of the Chargor's non-compliance and/or to ensure compliance with such obligations. The Lender is not obliged to perform any obligation of the Chargor nor to take any action which it may be entitled to take under this Deed.

#### 4.8 **Power of attorney**

- 4.8.1 As security for the performance of its obligations under this Deed, the Chargor irrevocably and severally appoints the Lender, each Receiver and each Delegate to be its attorney, with full power of substitution.
- 4.8.2 Each attorney may, in the name of the Chargor and on its behalf and at its expense, do anything which the Chargor is obliged to do under any Finance Document to which it is a party but has failed to do or which the Lender, Receiver or Delegate may in their absolute discretion consider appropriate in connection with the exercise of any of their rights, powers, authorities or discretions in relation to the Charged Property under or otherwise for the purposes of any Finance Document or any law or regulation.
- 4.8.3 The Chargor ratifies and confirms anything done by any attorney under this Clause 4.8. The Chargor agrees to indemnify each attorney against all actions, claims, demands and proceedings taken or made against it and all costs, damages, expenses, liabilities and losses incurred by each attorney as a result of or in connection with anything lawfully done by it under or in connection with this power of attorney.

### 5. **RIGHTS OF ENFORCEMENT**

#### 5.1 **Secured Liabilities deemed payable**

For the purposes of all rights and powers implied by statute, the Secured Liabilities are deemed to be due and payable on the date of this Deed.

#### 5.2 **When Security enforceable**

The Security created by this Deed is enforceable at any time while an Event of Default is continuing.

#### 5.3 **Enforcement powers**

At any time (a) when the Security created by this Deed is enforceable or (b) following a request by the Chargor, the Lender may, without further notice:

- 5.3.1 appropriate, realise or transfer, including to itself or to any other person, all or any part of the Charged Property;
- 5.3.2 appoint one or more persons to be a Receiver of all or any part of the Charged Property;
- 5.3.3 appoint an administrator of the Chargor;
- 5.3.4 exercise any of the powers, authorities and discretions conferred on mortgagees, administrators or receivers, under the LPA, the Insolvency Act, any other legislation or regulation or under this Deed; and/or
- 5.3.5 take such further action as it sees fit to enforce all or any part of the Security created by this Deed.

#### 5.4 **Rights in relation to a Receiver**

The Lender may remove any Receiver appointed under this Deed, appoint another person as Receiver or appoint additional Receivers. If more than one Receiver is appointed, the Receivers may act jointly or severally or individually. Each Receiver will be deemed to be the agent of the Chargor who alone will be responsible for the acts and defaults of the Receiver and for any liabilities incurred by the Receiver. The Lender will not be responsible for any misconduct, negligence or default of any Receiver. The Lender may fix

the remuneration of a Receiver which will be payable by the Chargor and form part of the Secured Liabilities.

## **5.5 Redemption of prior Security**

Where there is any Security created over any of the Charged Property which ranks in priority to the Security created by this Deed and:

5.5.1 the Security created by this Deed becomes enforceable; and/or

5.5.2 the holder of such other Security takes any steps to enforce that Security,

the Lender or any Receiver may, at its sole discretion and at the cost and expense of the Chargor, redeem, take a transfer of and/or repay the indebtedness secured by such other Security. All amounts paid by the Lender or a Receiver under this Clause will form part of the Secured Liabilities.

## **5.6 Appropriation of payments**

Any appropriation by the Lender or a Receiver under this Deed will override any appropriation by the Chargor.

## **6. POWERS OF A RECEIVER**

### **6.1 General powers**

Any Receiver will have:

6.1.1 the rights, powers, privileges and immunities conferred on receivers, receivers and managers and mortgagees in possession under the LPA;

6.1.2 the rights, powers, privileges and immunities conferred on administrative receivers (whether or not that Receiver is an administrative receiver) under the Insolvency Act; and

6.1.3 all other rights, powers, privileges and immunities conferred by law or regulation on receivers, receivers and managers, mortgagees in possession and administrative receivers.

### **6.2 Specific powers**

The rights, powers and remedies provided in this Deed are in addition to any rights, powers and remedies under law or regulation. Any Receiver will have the following additional powers:

6.2.1 the power to do or omit to do anything which the Chargor could do or omit to do in relation to the Charged Property which is the subject of the appointment;

6.2.2 the power to do all other acts and things which the Receiver may consider desirable or necessary for realising any of the Charged Property or incidental or conducive to any of the rights, powers and discretions conferred on a Receiver under this Deed or by law or regulation; and

6.2.3 the power to use the Chargor's name for all the above purposes.

### **6.3 Variation of statutory powers**

The following statutory provisions do not apply to this Deed or any Security created by this Deed:

6.3.1 the restriction on the consolidation of mortgages in section 93 of the LPA;

- 6.3.2 the restrictions on the power to grant or accept the surrender of leases in sections 99 and 100 of the LPA;
- 6.3.3 the conditions to the exercise of a power of sale in section 103 of the LPA;
- 6.3.4 the restrictions on the application of proceeds by a mortgagee or receiver in sections 105, 107(2) and 109(8) of the LPA; and
- 6.3.5 the restrictions on the appointment of a receiver in section 109(1) of the LPA and the provisions regarding a receiver's remuneration in section 109(6) of the LPA.

## 7. APPLICATION OF PROCEEDS

### 7.1 Order of priority

All amounts received by a Lender or Receiver in connection with the enforcement of the Security created by this Deed will be applied, to the extent permitted by applicable law, in the following order of priority:

- (i) In discharging any costs and expenses incurred by the Lender, any Receiver or any Delegate under or in connection with this Deed or any Finance Document;
- (ii) In or towards discharging the Secured Liabilities; and
- (iii) In payment of the surplus (if any) to the Chargor or other person entitled to it.

### 7.2 Suspense account

The Lender may credit any monies at any time received or realised under this Deed to an interest-bearing suspense account, for so long and on such terms as the Lender may determine pending their application towards discharging the Secured Liabilities.

### 7.3 New accounts

If at any time:

- 7.3.1 any of the Chargor's obligations cease to be continuing obligations for any reason; or
- 7.3.2 the Lender receives or is deemed to have received notice of subsequent Security over any of the Charged Property,

the Lender may open a new account with the Chargor. If the Lender does not open a new account, it will be treated as having done so at the time when the Chargor's obligations cease to be continuing obligations or, as the case may be, the relevant notice of subsequent security was received and, as from that time, all payments made by or on behalf of the Chargor to the Lender will be credited or be treated as having been credited to the relevant new account and not as having been applied in discharge of the Secured Liabilities.

### 7.4 Release of Charged Property

If the Lender is satisfied that all the Secured Liabilities have, subject to Clauses 10.1 (*Reinstatement*) and 10.2 (*Avoidable payments*), been unconditionally and irrevocably paid and discharged in full and all facilities which might give rise to Secured Liabilities terminated, the Lender will, at the request and reasonable cost of the Chargor, execute such documents and take such steps necessary to release the Charged Property from the Security created by this Deed.

## 8. **PROTECTION OF THIRD PARTIES**

8.1 No buyer from, or other person dealing with the Lender or a Receiver, will be concerned to enquire whether:

- 8.1.1 any money remains due under the Finance Documents;
- 8.1.2 any power which the Lender or a Receiver is purporting to exercise has arisen or become exercisable; or
- 8.1.3 the Lender or any Receiver is validly appointed and acting within its powers in accordance with this Deed.

8.2 The receipt of the Lender or any Receiver will be an absolute and conclusive discharge to a purchaser of any of the Charged Property who will have no obligation to enquire how any monies are applied.

## 9. **PROTECTION OF LENDER**

### 9.1 **No liability as mortgagee in possession**

Neither the Lender nor any Receiver will be liable to account to the Chargor as mortgagee in possession by reason of entering into possession of any of the Charged Property, nor for any cost, loss or liability on realisation, nor for any default or omission for which a mortgagee in possession might be liable.

### 9.2 **Tacking**

The Security created by this Deed is intended to secure any further advances which the Lender is obliged to make under the Finance Documents.

### 9.3 **Discretion of the Lender**

The Lender is entitled to exercise its rights, powers and discretions under this Deed in accordance with the terms of the Finance Documents and the Chargor has no right to control or restrict the Lender's exercise of any of its rights, powers or discretions under this Deed.

### 9.4 **Liability for loss and damage**

Neither the Lender nor any Receiver will be liable to the Chargor for any loss or damage incurred by the Chargor arising out of the exercise of their respective powers or any attempt or failure to exercise those powers.

### 9.5 **Chargor's Indemnity**

The Chargor agrees with the Lender to indemnify the Lender and any Receiver in respect of:

- 9.5.1 any costs, expenses and liabilities incurred in relation to the exercise of the powers of the Lender or the Receiver or any attempt or failure to exercise any powers under or in connection with this Deed; and
- 9.5.2 anything done or omitted to be done in the exercise or purported exercise of the powers under this Deed or under any appointment duly made under the provisions of this Deed.

## 10. **SAVING PROVISIONS**

### 10.1 **Reinstatement**



If, at any time, there has been a release, settlement or discharge of the Chargor's obligations under this Deed and, as a consequence of any Insolvency Event or for any other reason:

- 10.1.1 any payment made to any person in respect of any of the Secured Liabilities is required to be repaid; and/or
- 10.1.2 any Security (or other right) held by the Lender in respect of any of the Secured Liabilities (whether under this Deed or otherwise) is declared void, is set aside or is otherwise affected,

then the Chargor's obligations under this Deed will continue in effect as if there had been no such release, settlement or discharge and as if the relevant payment had not been made and/or (as applicable) the relevant obligation or Security (or other right) had not been so affected; and accordingly (but without limiting the Lender's other rights under this Deed) the Lender will be entitled to recover from the Chargor the value which the Lender has placed upon such Security (or other right) or the amount of any such payment as if such release, settlement or discharge had not occurred.

## 10.2 **Avoidable payments**

If the Lender, acting reasonably, considers that any amount paid by or on behalf of the Chargor in respect of the Secured Liabilities is capable of being avoided, set aside or ordered to be refunded or reduced for any reason then, for the purposes of this Deed, such amount will not be considered to have been irrevocably paid.

## 10.3 **Waiver of defences**

The obligations of the Chargor under this Deed and the Security created by this Deed will not be affected by any act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Deed or the Security created by this Deed (without limitation and whether or not known to it or the Lender) including:

- 10.3.1 any time, waiver or consent granted to, or composition with, the Chargor, or other person or the release of any such composition or arrangement;
- 10.3.2 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 Chargor, or 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;
- 10.3.3 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor, or any other person;
- 10.3.4 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- 10.3.5 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- 10.3.6 any Insolvency or similar proceedings.

## 10.4 **Chargor Intent**

Without prejudice to the generality of Clause 10.3 (*Waiver of defences*), the Chargor expressly confirms that it intends that the Security created by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or

to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: acquisitions of any nature; increasing working capital; enabling distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

#### 10.5 **Immediate recourse**

The Chargor waives any right it may have of first requiring any the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

#### 10.6 **Appropriations**

Until all amounts which may be or become payable by the Chargor under or in connection with the Finance Documents have been irrevocably paid in full, the Lender (or any trustee or agent on its behalf) may:

10.6.1 refrain from applying or enforcing any other moneys, security or rights held or received by the Lender (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same; and

10.6.2 hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Deed.

### 11. **CHANGES TO THE PARTIES**

#### 11.1 **No assignment by Chargor**

The Chargor may not assign any of its rights or transfer any of its rights or obligations under this Deed.

#### 11.2 **Assignment by Lender**

The Lender may assign any of its rights or transfer any of its rights or obligations under this Deed in accordance with the terms of the Finance Documents.

### 12. **COUNTERPARTS**

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

### 13. **GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

### 14. **JURISDICTION**

14.1 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**").

14.2 The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Deed will argue to the contrary.



- 14.3 This Clause 14.3 is for the benefit of the Lender only. As a result, the Lender will not be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

15. **CHARITIES REQUIREMENTS**

- 15.1 The Properties charged are held by or in trust for the Chargor, 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.

- 15.2 The Charity Trustees, being the persons who have the general control and management of the Chargor's administration, certify that:

15.2.1 they have power under the provisions establishing the charity and regulating its purposes and administration to effect this charge; and

15.2.2 they have obtained and considered such advice as is mentioned in section 124(2) of the Charities Act 2011.

**This Deed is executed as a deed and delivered on the date stated at the beginning of this Deed.**

**SCHEDULE 1****The Properties**

Address/description of Property	Title number
John Grooms Court 215 Sprowston Road Norwich NR3 4HX	NK51749

**SCHEDULE 2****Insurances**

Brief description of policy, including policy number	Date of policy	Insurance Company/broker (Include addresses for service of notices)
<b>Select - charities &amp; social organisations</b>  <b>Policy number;</b> <b>XAO-272052-0103</b>	<b>29<sup>th</sup> June 2018 to 28<sup>th</sup> June 2019</b>	<b>Zurich Insurance plc</b> <b>Zurich House</b> <b>2 Gladiator Way</b> <b>Farnborough</b> <b>Hants</b> <b>GU14 6GB</b>
<b>Social Organisations</b>  <b>Policy number;</b> <b>FFC0001617/0056</b>	<b>29<sup>th</sup> June 2018 to 28<sup>th</sup> June 2019</b>	<b>Ark Syndicate 4020 as lead on behalf of</b> <b>Insurers at Lloyd's</b> <b>c/o Arthur J Gallagher (UK) Ltd</b> <b>The Walbrook Building</b> <b>25 Walbrook</b> <b>London</b> <b>EC4N 8AW</b>

## SCHEDULE 3

### Notices

#### Form of notice relating to Insurances

To: [NAME AND ADDRESS OF INSURANCE COMPANY / UNDERWRITER]

Dated: [DATE]

Dear Sirs,

#### Notice of Security

1. We refer to [SPECIFY POLICIES], policy numbers [NUMBERS] between us and you (the "**Policies**").
2. We give you notice that, under a legal mortgage dated [DATE], we have assigned to [LENDER] (the "**Lender**") all of our present and future rights, title and interest in, under and to the Policies and all proceeds and claims arising from the Policies.
3. We may not agree to amend or terminate the Policies without the prior written consent of the Lender.
4. Until you receive written notice to the contrary from the Lender confirming that an event of default is continuing under the facility agreement between the Lender and us and that the security is enforceable, you may continue to deal with us in relation to the Policies. After you receive such notice, we will cease to have any right to deal with you in relation to the Policies until further notice from the Lender that the security has ceased to be enforceable and you must deal directly with or upon the written instructions of the Lender.
5. With effect from the date of this notice, we irrevocably and unconditionally authorise and instruct you:
  - 5.1 to disclose such information relating to the Policies and to give such acknowledgements and undertakings relating to the Policies as the Lender may from time to time request; and
  - 5.2 to give at least 30 days' notice to the Lender if you propose to:
    - 5.2.1 repudiate, rescind or cancel any of the Policies;
    - 5.2.2 treat any of the Policies as avoided in whole or in part;
    - 5.2.3 treat any of the Policies as expired due to non-payment of premium (and in such notice you must give the Lender the opportunity to rectify any such non-payment of premium within the notice period); or
    - 5.2.4 otherwise decline any claim under any of the Policies by or on behalf of any insured party.
6. This notice and the authority and instructions it contains may only be revoked or amended with the written consent of the Lender.
7. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.
8. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Lender (with a copy to us).

Yours faithfully,

.....  
For and on behalf of  
**[CHARGOR]**

**[To be included on copy notice:]**

To: [NAME, ADDRESS AND DEPARTMENT OF LENDER]

Copy to: [NAME AND ADDRESS OF CHARGOR]

Dated: [DATE]

Dear Sirs

**Acknowledgement of notice of security**

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any previous assignment of or charge over the Policies and will promptly notify you if we receive any such notice in the future;
2. will comply with the terms of the notice; and
3. will not claim or exercise any right of set-off, counterclaim or other similar right in relation to amounts payable in connection with the Policies.

Yours faithfully,

.....  
For and on behalf of  
**[INSURANCE COMPANY / UNDERWRITER]**

## EXECUTION PAGE

## The Chargor

Executed as a deed by  
**LIVABILITY**,  
 acting by two directors

)  
 )  
 ) ..... Redacted - Eversheds  
 Sutherland (International) LLP

**Director/Trustee**

**Name:** KATHLEEN M. CLARE

Redacted - Eversheds  
 Sutherland (International) LLP

**Director/Trustee**

**Name:** David Bentley

## Charity trustee confirmation

The statement given in Clause 15.1 and the certificate given in Clause 15.2 above are given on behalf of the Charity Trustees by two of their number under an authority conferred pursuant to section 333 of the Charities Act 2011.

Executed as a deed for and on behalf of the charity trustees of **LIVABILITY** by two of their number, under an authority conferred pursuant to section 333 of the Charities Act 2011:

In the presence of:

Witness signature

Redacted - Eversheds  
 Sutherland (International) LLP

Charity Trustee

Redacted - Eversheds  
 Sutherland (International) LLP

Witness name:

ERICA WILKINSON

Charity Trustee

Witness address

Redacted - Eversheds Sutherland (International) LLP

Witness occupation

Redacted - Eversheds  
 Sutherland (International) LLP

(Authorised signatories)

COMPANY SECRETARY

**The Lender**

Executed as a deed by )  
**METRO BANK PLC** acting by its duly )  
authorised attorney )  
\_\_\_\_\_

.....  
Authorised signatory

In the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:

and its duly authorised attorney )  
\_\_\_\_\_ )  
\_\_\_\_\_ )

In the presence of:

.....  
Authorised signatory

Witness signature:

Witness name:

Witness address:

Witness occupation: