



Registration of a Charge

Company Name: **BENCH MANOR**

Company Number: **08659654**



Received for filing in Electronic Format on the: **25/02/2022**

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Details of Charge

Date of creation: **25/02/2022**

Charge code: **0865 9654 0002**

Persons entitled: **SCHRODER & CO LIMITED**

Brief description: **PORTFOLIO CHARGE BY A CORPORATE OVER A PORTFOLIO OF
SECURITIES MANAGED BY SCHRODER & CO LIMITED**

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED
AS PART OF THIS APPLICATION FOR REGISTRATION IS A
CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **MR ALEXANDER WHITBURN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8659654

Charge code: 0865 9654 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th February 2022 and created by BENCH MANOR was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th February 2022 .

Given at Companies House, Cardiff on 28th February 2022

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**

**PORTFOLIO CHARGE BY A CORPORATE OVER A PORTFOLIO OF
SECURITIES MANAGED BY SCHRODER & CO. LIMITED**

*Please ensure that all persons executing this Charge initial each page
as well as executing the document on the back page*

SCHRODER & CO LIMITED

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Schroders Private Bank

Portfolio Charge (by Company)

over portfolio(s) of assets being managed by Schroder & Co. Limited, and in the custody of Schroder & Co. Limited or a Bank Affiliate

DATED	25/02/2022
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In favour of

Schroder & Co. Limited

Given by

Company name in full and registered number:	Registered Office:
BENCH MANOR Company number 08659654	St Ann's Wharf 112 Quayside Newcastle-upon-Tyne NE1 3DX

Portfolio Account Number(s):	708690
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Agent for Service of Process (only required where the customer is not registered in England or Wales)

N/A

If two or more companies sign this Charge the expressions "we", "us", "our" and "ourselves" will refer to all or any one or more of those companies.

Each company signing this Charge will be liable individually and jointly for all obligations under this Charge.

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1. **DEFINITIONS AND INTERPRETATION**

1.1 **In this Charge:**

Account means any bank account operated in connection with the Portfolio and/or holding cash which forms part of the Portfolio including any and each Cash Management Service Account and Investment Deposit Account.

Account Balance means all benefit of each Account, the balance thereon from time to time and all rights (including as to interest and appreciation) accruing thereto.

Act means the Law of Property Act 1925.

Additional Charged Securities means all our interests (whether immediate or derivative) in or relating to Securities (which are not part of the Portfolio), whether or not /we are able to sell them and whether or not registered or recorded in our name, which (or the certificates of or other entitlement to which) are now or may at any time in the future be/are (a) agreed between us and the Bank to be the subject hereof, (b) lodged with or held by the Bank or its nominee(s), or (c) transferred to or registered in the name of the Bank or its nominee(s) including all proceeds of redemption or sale; and all principal sums, allotments, offers, dividends and other distributions, interest, rights, benefits and advantages arising at any time in relation to any such interests (including in any Securities issued on conversion or redemption of or in replacement for any Securities or as a result of any bonus or rights issue).

Bank means Schroder & Co. Limited and any person to whom all or any of the Bank's rights under this Charge are transferred or assigned and any successor in title to the Bank.

Bank Affiliate means any subsidiary or holding company for the time being of the Bank and any subsidiary for the time being of such a holding company and the expressions "holding company" and "subsidiary" shall be construed in accordance with section 1159 of the Companies Act 2006 (as amended from time to time), and also any entity which trades under the brand of 'Schroders Private Bank' from time to time.

Cash Management Service Account means any cash management service account operated in relation to the Portfolio.

Charged Assets means the Portfolio (including each Account Balance) and the Additional Charged Securities (if any).

Custodian means the Bank and/or each custodian or nominee which holds title to any Charged Assets.

We, us, our, and ourselves means each person who signs this Charge as chargor (including any successors in title and assigns of such person and any party to whom any of the rights of such person under this Charge or to any or all of the Portfolio and/or Account Balance are transferred).

Interest Rate means the interest rate or rates payable by us on the Secured Amounts, being the rate or rates agreed between ourselves and the Bank from time to time or, if no rate has been agreed in relation to any of the Secured Amounts, the rate which is (in the case of Secured Amounts denominated in sterling) three per cent. per annum above the Bank's published base rate from time to time and (in the case of Secured Amounts denominated in another currency) three per cent. per annum above the Bank's cost of funds from time to time.

Investment Deposit Account means any investment deposit account operated in relation to the Portfolio.

Investment Management Agreement means the agreement between ourselves and the Bank as investment manager, and Custodian if applicable, in respect of certain of our assets entrusted from time to time to the Bank, and any modification and replacement of such agreement.

Manager means the Bank and/or each manager or investment manager appointed in respect of any Charged Assets.

Person means an individual, firm, company, society or unincorporated association.

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Portfolio means all of our present and future rights in relation to the portfolio or portfolios of assets details of which are set out above under the section Portfolio Account Number(s) being managed by the Bank on our behalf under the Investment Management Agreement including all of our rights in relation to such Securities which from time to time make up such portfolio or portfolios and any Account Balance and all rights from time to time vested in us with respect to, and the benefit of the obligations owed from time to time to us under, the Investment Management Agreement.

Portfolio Securities means any Securities from time to time forming part of the Portfolio.

Secured Amounts means

- (a) all moneys and liabilities of whatever nature now or in the future due owing or incurred by us to the Bank, anywhere and in any way, whether alone or jointly with anyone else, including our liability as guarantor, and even if the liability may depend upon events which may or may not happen;
- (b) interest at the Interest Rate on any such moneys or liabilities as may be due and/or owing to the Bank under this Charge; and
- (c) all sums payable by us to the Bank under this Charge or recoverable by the Bank under the security of this Charge (including all legal and other costs charges and expenses).

Securities means all stocks, shares, gilts, instruments, warrants, units and entitlements in or relating to open or closed trusts, funds or collective investment schemes, certificates of deposit, depositary receipts, bonds, notes, debentures, options, futures, derivatives, contracts for differences, contingent liability transactions and other securities, entitlements and intangible rights of any kind and whether the same are represented or recorded by or dealt with through the medium of written documentation, book or account entry or computerised form or entry.

1.2 In this Charge:

- (a) words in the singular include the plural and vice versa;
- (b) words in one gender include all other genders;
- (c) reference to a person includes any individual, company, firm, society, unincorporated association, government, state or agency of a state, trust, joint venture, consortium, partnership or other body of persons or other entity (whether or not having separate legal personality);
- (d) indemnify and indemnifying any person against any circumstance includes indemnifying and keeping them harmless from all claims, demands, actions and proceedings from time to time made against them and all loss or damage and all payments, costs, expenses, fines and charges made or incurred by that person as a consequence of or which would not have arisen but for that circumstance;
- (e) an obligation of me/us to do something shall include an obligation to procure that it is done and an obligation not to do something shall include an obligation not to permit, suffer or allow it;
- (f) a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- (g) any reference to any agreement or instrument is a reference to that agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerous) or replaced;
- (h) a provision of law is a reference to that provision as amended or re-enacted;
- (i) a time of day is a reference to London time;
- (j) reference to a clause is to a clause of this Charge; and
- (k) clause headings do not affect its interpretation.

2. AGREEMENT TO PAY

- 2.1 We will make payment under this Charge of the Secured Amounts at the time or times agreed between ourselves and the Bank from time to time, or if no time has been agreed in relation to any of the Secured Amounts, we will make payment of them as soon as the Bank demands it.
- 2.2 Where not otherwise agreed between ourselves and the Bank from time to time, we will pay interest on any of the Secured Amounts which are due or owing at the Interest Rate even after a demand has been made upon us for payment and both before and after a court judgement has been obtained. The interest will be calculated and compounded (so that interest will be charged on interest which has become due) at the time or times agreed between ourselves and the Bank from time to time or, if no time has been agreed in relation to any of the Secured Amounts, then at the end of each calendar month.
- 2.3 The Bank may debit any of our accounts with the Bank (including, without limitation, any Account) with any sum payable by us to the Bank under this Charge but on the understanding that wherever reasonably practicable the Bank will endeavour to give us prior notice of such debit.

3. CREATION OF SECURITY

- 3.1 We with full title guarantee and as a continuing security to secure payment to the Bank of the Secured Amounts charge to the Bank by way of first fixed charge:
- (a) the Portfolio (including each Account Balance); and
 - (b) the Additional Charged Securities (if any).
- 3.2 In addition to all other provisions in this Charge, the provisions set out in Schedule 1 apply to any Additional Charged Securities.

4. RESTRICTIONS

- 4.1 Unless the Bank's written consent has been obtained beforehand, such consent not to be unreasonably withheld or delayed (or save as permitted pursuant to the Investment Management Agreement), we will not:
- (a) sell, assign, transfer or otherwise dispose of, or deal in any other way whatsoever with, any or all of the Charged Assets; or
 - (b) allow any other person to become entitled to the Charged Assets or any rights associated therewith; or
 - (c) mortgage, charge or give any security of any kind over any or all of the Charged Assets nor allow any such mortgage, charge or security to exist.
- 4.2 We hereby warrant that (save in favour of the Bank) no person other than us has any interest in, and that no mortgage, charge or other security exists over, the Charged Assets at the date hereof or, where any Additional Charged Securities are made subject to this Charge, on the date when that occurs.
- 4.3 If the Bank gives its consent to any of the matters mentioned in this clause in relation to any of the Charged Assets, such consent will not be taken to be a waiver of this Charge in relation to the rest of the Charged Assets.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 We make the representations and warranties set out in this Clause to the Bank.
- 5.2 We have the power to enter into and perform, and have taken all necessary action to authorise the entry into, performance and delivery of, this Charge and the transactions contemplated by this Charge.
- 5.3 This Charge constitutes our legal, valid and binding obligation enforceable in accordance with its terms.
- 5.4 All authorizations required or advisable in connection with the entry into, performance, validity and enforceability of this Charge and the transactions contemplated by this Charge have been obtained or effected and are in full force and effect.

- 5.5 The entry into and performance by us of, and the transactions contemplated by, this Charge do not and will not:
- (a) conflict with any law or regulation or judicial or official order; or
 - (b) conflict with our constitutional documents; or
 - (c) conflict with any document which is binding upon us or any of our assets.
- 5.6 To the extent applicable, all our Securities are fully paid and we have no present or future, actual or contingent liability to make any payment in respect of any Securities.
- 5.7 We are the sole beneficial owner(s) of the Securities and of our rights under each Investment Management Agreement
- 5.8 The representations and warranties set out in this Clause are made on the date of this Charge and are deemed to be repeated by us on each date while this security continues with reference to the facts and circumstances then existing.
- 6. UNDERTAKINGS**
- 6.1 We will not terminate the Investment Management Agreement or (without the prior written consent of the Bank, such consent not to be unreasonably withheld or delayed) request that title to any of the Portfolio Securities be transferred into the name of any person other than the Bank (or a nominee or sub-custodian of the Bank) unless either:
- (a) all Secured Amounts have been repaid and the Bank is under no further obligation to make any advance or provide any credit to us; or
 - (b) the Bank (in its sole discretion) is satisfied with the nature and value of any alternative security provided to the Bank by us and its rights in relation to that alternative security.
- 6.2 We agree that:
- (a) we shall not be entitled to withdraw or to be repaid any amount from any Portfolio or Account or require any Portfolio Securities to be delivered to us or to our order whilst any of the Secured Amounts are outstanding and undischarged, unless the Bank has given its prior written consent (such consent not to be unreasonably withheld or delayed); and
 - (b) if custody is with Schroder & Co. Limited, the provisions of this security will, in the event of any inconsistency, take precedence over the terms in which any amount may have been deposited by us into any Account. If, for instance, any such amount may have been deposited (whether before or after the date of this security) for a period of time which would expire before we are entitled to have it repaid or withdrawn under Clause 6.2(a), above, then the provisions of Clause 6.2(a) will prevail and, in such event, the terms for interest thereon shall be such as we may agree with the Bank or, failing agreement, shall be such as the Bank reasonably determines to be consistent with those on which it was deposited.
- 6.3 We will pay when due all calls, duties, taxes and other payments in relation to the Portfolio Securities and the Additional Charged Securities (if any).

7. DEFAULT

- 7.1 If a demand is made for payment of the Secured Amounts or if an event of default (howsoever called or styled) occurs with respect to any of the Secured Amounts or any security relating thereto (including, without prejudice to the generality, this Charge), this Charge shall become enforceable and the Bank may in addition to any rights of set-off and any similar express or implied rights, at any time, as a continuous right, without notice or demand enforce all or any part of this Charge in any manner it sees fit, including (without limitation):
- (a) by selling all or part of the Portfolio Securities and/or Additional Charged Securities and crediting the proceeds to any Account;

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- (b) applying and setting off against the Secured Amounts any money in any Account;
- (c) until all the Secured Amounts have been fully paid and discharged, retaining for itself and appropriating in or towards discharge of the Secured Amounts, any money in any Account; and
- (d) converting from any currency to another any money in an Account at the spot exchange rate in the London foreign exchange market or in such other recognised foreign exchange market as the Bank may select. Any risk or loss arising from any conversion of any amount from one currency to another or from any fluctuation in any exchange rate or rates shall be borne by us.

Where any Portfolio Securities or Additional Charged Securities are held by a nominee or Custodian, the Bank may instruct the nominee or Custodian to sell all or part of those securities and account to the Bank for the proceeds of sale whereupon the Bank may apply those proceeds in or towards discharge of the Secured Amounts.

- 7.2 If we do not carry out any of our obligations under this Charge, the Bank itself shall be entitled (but not obliged) to do whatever we have failed to do. In particular, if we do not pay calls, duties, taxes, fees or other payments due in relation to the Charged Assets when they become due, the Bank may pay them. Any amount paid by the Bank under this clause will be repaid by us as soon as the Bank demands it and will bear interest at the Interest Rate from the time of payment by the Bank to the time of repayment and the interest will be calculated and compounded as mentioned in this Charge.

8. BANK'S POWERS, ETC

- 8.1 The Bank will have the power of sale given to mortgagees by the Act as extended by this Charge, but it will not be subject to any of the restrictions in the Act which require the giving of notice before the power of sale is exercised.
- 8.2 The Bank shall have the following powers:
- (a) to exercise the statutory power of sale as extended and sell any or all of the Charged Assets;
 - (b) to exercise any rights or options in connection with any or all of the Charged Assets; and
 - (c) to apply any proceeds of redemption, principal sums, dividends, interest or other distributions paid in relation to any or all of the Charged Assets as if they were proceeds of sale.
- 8.3 The powers set out in this clause shall arise when any of the Secured Amounts become due and can be exercised at that time or at any time or times afterwards.
- 8.4 When exercising its powers under this Charge, the Bank shall not be under any duty to obtain the best or any particular price. The Bank shall not be liable for any loss, damage, cost, expense or liability which we or any other person may suffer or incur as a result of the Bank exercising its powers provided that the Bank exercises its powers in good faith.
- 8.5 If there is any prior ranking security or encumbrance to this Charge:
- (a) any sale by the Bank may be made subject to or discharged from such prior security or encumbrance and the Bank may take an indemnity from the buyer. The Bank may settle and agree the accounts of any person who has the benefit of the prior security or encumbrance. Unless it is obviously wrong, any account so settled and agreed will bind us provided that the Bank was acting in good faith; and
 - (b) if any person who has the benefit of such prior security or encumbrance enforces or takes any step to enforce that security or encumbrance, the Bank may do whatever it thinks is necessary in order to take a transfer of such prior security or encumbrance. We shall repay or pay to the Bank on demand any sum paid by it to the person who has the benefit of such prior security or encumbrance for such transfer and any costs incurred by the Bank in connection with such transfer together with interest as provided for in clause 2.2 from the date that the sum was paid or the costs were incurred.
- 8.6 Section 93 of the Act (which restricts consolidation of mortgages) will not apply to this Charge.

- 8.7 If, after the Bank's power of sale has arisen, we or any person on our behalf receives any Securities, dividends, payments or other distributions which form part of the Charged Assets, we will notify the Bank and procure that they are held in trust for the Bank and transferred or paid to the Bank as soon as the Bank demands them.

9. FINANCIAL COLLATERAL

- 9.1 To the extent that the Charged Assets constitute "financial collateral" and this Charge and the obligations of us under this Charge 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), the Bank will have the right after this Charge has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Amounts.

- 9.2 Where any financial collateral is appropriated:

- (a) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
- (b) in any other case, its value will be such amount as the Bank reasonably determines having taken into account advice obtained by it from an independent investment bank or accountancy firm selected by it.

10. FURTHER ASSURANCES

- 10.1 We must promptly, at our own expense, take whatever action the Bank or a receiver may require for:

- (a) creating, perfecting or protecting any security over any Charged Asset; or
- (b) facilitating the realisation of any Charged Asset, or the exercise of any right, power or discretion exercisable, by the Bank or any Receiver or any of their respective delegates or sub-delegates in respect of any Charged Asset.

- 10.2 The action that may be required under paragraph (a) above includes:

- (a) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Bank or to its nominees; or
- (b) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Bank may consider necessary or desirable.

11. POWER OF ATTORNEY

- 11.1 We irrevocably appoint the Bank and any person appointed in writing by any director, assistant director, manager or other official of the Bank jointly and individually to be our attorney so that all or any one or more of them can, on our behalf, sign and deliver any deeds or documents and do whatever the Bank thinks is necessary to (a) complete the security given by us under this Charge; (b) exercise or enforce any of its rights or remedies under this Charge; and (c) give the Bank, its nominees or any purchaser full title and right to all or any of the Charged Assets.

- 11.2 This power of attorney is given to secure a proprietary interest of the Bank and the performance of our obligations hereunder. We will at the request of the Bank ratify and confirm anything done pursuant to this power of attorney.

12. SET-OFF AND CONSOLIDATION

- 12.1 As well as any right of set-off or other similar right to which the Bank is entitled, the Bank may at any time and without first giving us notice (a) combine and consolidate all or any of our accounts (including, without limitation, any Account); and (b) set off any moneys at any time held on any of our accounts (including, without limitation, any Account) and in any currency against all or any of the Secured Amounts.

- 12.2 The Bank shall be at liberty to convert any money it may receive or any money standing to any of our accounts (including, without limitation, any Account) from one currency to another at the spot rate of

exchange in the London foreign exchange market or in such other recognised foreign exchange market as the Bank may reasonably select. Any risk or loss arising from any such conversion or from any fluctuation of exchange rates shall be borne by us.

13. COSTS AND EXPENSES

13.1 We will pay to the Bank on demand all reasonable legal and other costs charges expenses and other sums whenever incurred by or on behalf of the Bank in relation to this Charge or the Secured Amounts, or any other security held by the Bank in connection with the Secured Amounts and keep the Bank indemnified against any failure or delay in paying those costs or expenses.

13.2 Unless otherwise specifically agreed, these will include all reasonable costs charges and expenses incurred in connection with (a) the negotiation, preparation and execution of this Charge or anything done to secure or preserve our or the Bank's title and right to all or any of the Charged Assets; (b) any proceedings by or against any third party relating to the Charged Assets or to this Charge in order to protect realise or enforce the security created by this Charge; (c) any proceedings by the Bank under this Charge for the recovery of the Secured Amounts; (d) all liabilities incurred by the Bank in carrying out any of the powers authorities or discretions vested in it under this Charge; and (e) all liabilities of the Bank for any actions claims and demands in connection with any matter or thing done (or not done) in any way relating to all or any of the Charged Assets or relating to repayment of the Secured Amounts and keep the Bank indemnified against any failure or delay in paying those costs or expenses.

14. BANK PROTECTIONS

14.1 We acknowledge that we shall not be released from our obligations to the Bank by any credit, time or indulgence given to us or to any other person or by anything else which might release us, excepting a written release by the Bank of this Charge. We also agree that, without reducing our liability or the effect of this Charge, the Bank may vary its arrangements with any other person and take or not take security or other arrangements from or with any other persons.

14.2 If the Bank receives or is affected by notice (whether actually received or treated as being notice) of any other person's claim over all or any part of the security under this Charge or if the continuing nature of this Charge is otherwise ended for any reason, the Bank may open a new account(s) in our name or otherwise as appropriate with respect to the Secured Amounts and, if it fails to do so, shall nonetheless be treated as having done so at the time of receipt of such notice. Thereafter, all credits received by the Bank shall be treated as paid into such new account(s) and not as being applied in reduction of the Secured Amounts.

14.3 If the Bank receives payment from or is given security by us or any other person, and the Bank is later ordered under any insolvency law to restore the position to what it would have been if it had not received that payment or been given that security or partially to do the same, the amount recoverable under the security of this Charge shall be calculated as if the Bank had never received the payment or been given the security or the relevant part, as the case may be.

15. MISCELLANEOUS

15.1 The security created by this Charge will continue as security even if the Secured Amounts reduce to nil or fluctuate, and will be in addition to any other security.

15.2 The Bank does not have to seek to enforce any other security or guarantee held by the Bank in relation to the Secured Amounts, before enforcing this Charge.

15.3 This Charge will be independent of any other security or rights which the Bank may at any time hold for the Secured Amounts.

15.4 The powers conferred by this Charge on the Bank shall be in addition to all powers given to it by the Act.

15.5 Any buyer of any or all of the Charged Assets or other person dealing with the Bank may assume that any demand upon us for payment of any of the Secured Amounts has been properly made and that the Secured Amounts have become due.

15.6 The Bank has no obligation to take any steps in connection with any right or liability which we have or the Bank has in relation to any or all of the Charged Assets. The Bank will not be liable to us if it does not take such steps, provided it has acted in good faith.

15.7 Each provision in this Charge can be separated from each other provision. If at any time any provision of this Charge becomes invalid, illegal or unenforceable, this will not affect any of its other provisions.

16. TRANSFER

16.1 The Bank may assign or transfer all or any of its rights under this Charge without our consent. Any successor to or transferee of the Bank will be entitled to the full benefit of this Charge.

16.2 We shall, immediately upon being requested to do so by the Bank and at our cost, enter into such documents as may be necessary or desirable to effect any assignment or transfer referred to in clause 16.1 above.

16.3 We may not assign or transfer any of our rights and obligations under this Charge.

16.4 This Charge will remain enforceable valid and binding for all purposes even if the Bank changes its name or constitution or is amalgamated or consolidated with any other person. Even if any of those matters happen in connection with the Bank's successors or transferees or the company which afterwards carries on the Bank's business, this Charge will remain enforceable valid and binding, and will be available to that person.

17. NOTICES AND DEMANDS

17.1 Any notice or demand by the Bank under this Charge may be signed by any director, assistant director, manager or other official of the Bank. It will be treated as having been received by us if delivered by hand or if sent by prepaid letter to our address (as stated above or as otherwise notified to the Bank in writing from time to time) or at our latest address known to the Bank.

17.2 A notice or demand will be treated as having been effectively served on us (a) if delivered by hand, at the time of delivery or at the time of being left at the address referred to in Clause 17.1 above; or (b) if sent by first class prepaid letter to an address in the United Kingdom, at the earlier of the time of delivery or 10.00 am on the day after posting; or (c) in any other case, 72 hours from the time of despatch.

17.3 Any demand or notice served (or deemed to have been served) on anyone of us shall be regarded as effectively served on each of us.

18. ELECTRONIC COMMUNICATION

18.1 Any communication to be made between the Bank and us under or in connection with this Charge may be made by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) if the Bank and I/we:

(a) notify each other in writing of their/my/our electronic mail address and/or any other information required to enable the transmission of information by that means; and

(b) notify each other of any change to their/my/our address or any other such information supplied by not less than five business days' notice.

18.2 Any such electronic communication as specified in Clause 18.1 above to be made between the Bank and us may only be made in that way to the extent that we agree that, unless and until notified to the contrary, this is to be an accepted form of communication.

18.3 Any such electronic communication as specified in Clause 18.1 above made between the Bank and us will be effective only when actually received (or made available) in readable form and in the case of any electronic communication made by me/us to the Bank only if it is addressed in such a manner as the Bank shall specify for this purpose.

18.4 Any electronic communication which becomes effective, in accordance with Clause 18.3 above, after 5:00 p.m. in the place in which the party to whom the relevant communication is sent or made available has its address for the purpose of this Charge shall be deemed only to become effective on the following day.

18.5 Any reference in this Charge to a communication being sent or received shall be construed to include that communication being made available in accordance with this Clause 18.

19. NO RELIANCE

We acknowledge that we have not relied on any collateral statement or assurance made by or on behalf of the Bank to induce us to give this Charge and we acknowledge that the Bank has no duty either now or in the future to provide us with any information or advice (financial or otherwise) relating to our position.


20. LAW

20.1 This Charge is governed by English law.

20.2 We irrevocably submit to the jurisdiction of the English courts but this will not limit the right of the Bank to take legal proceedings against us in any other court of competent jurisdiction and nor shall the taking of legal proceedings in one or more jurisdictions preclude the taking of legal proceedings in any other jurisdictions, whether concurrently or not.

20.3 We agree that the process by which any legal proceedings before the English courts are begun may be served on us by being delivered to the Agent for Service identified on the first page.

[Note - if the company giving this Charge is registered in England or Wales it is not necessary to specify an Agent for Service of Process.]

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SCHEDULE 1

The following additional provisions apply to any Additional Charged Securities.

1. ADDITIONAL ASSURANCES

- 1.1 We agree to deposit any documents constituting or evidencing our entitlement to the Additional Charged Securities which:
- (a) are in our possession or control at the date of this Charge with the Bank immediately after signing this Charge.
 - (b) come into our possession or control after the date of this Charge with the Bank immediately after any such documents come into our possession or control.
- 1.2 We agree not to give to any person any option or any other right in relation to any or all of the Additional Charged Securities nor (unless the Bank otherwise agrees in writing) allow any person other than us or the Bank to become registered as the holder of any or all of the Additional Charged Securities.
- 1.3 On being required to do so by the Bank, we shall at our expense immediately take any steps that the Bank may reasonably think necessary to give the Bank, its nominee(s) or any purchaser full title and right to all or any of the Additional Charged Securities.
- 1.4 If the title to any Securities which are subject to this Charge (other than the Portfolio Securities) is vested in any person (Manager or Custodian) other than us or the Bank, we undertake, immediately upon request by the Bank, to deliver a notice of this Charge to such Manager or Custodian and to procure that the Manager or Custodian acknowledge receipt of that notice (both the notice and the acknowledgement to be in such form as the Bank may reasonably require).

2. VOTING AND EXERCISE OF RIGHTS

- 2.1 If the Additional Charged Securities are registered in our name(s) or in the name of any other person on our behalf:
- (a) We will notify the Bank before any right or option in relation to any or all of the Additional Charged Securities is exercised and we will give and we will procure that such other person gives to the Bank such information (including a copy of any notice received in relation to the Additional Charged Securities) as the Bank may reasonably require in relation to the exercise of such right or option;
 - (b) We will not and nor will such other person exercise any right or option in relation to any of the Additional Charged Securities in a way that the Bank reasonably considers would lessen the value of or otherwise impair the Bank's security; and
 - (c) after any of the Secured Amounts become due, we will and such other person will exercise any such right or option in accordance with any written instruction given by the Bank provided that the Bank shall not be obliged to give such instruction and provided also that the instruction is received in sufficient time to allow the instruction to be implemented.
- 2.2 If the Additional Charged Securities are registered in the name of the Bank or any nominee of the Bank:
- (a) the Bank will upon payment of a reasonable fee give us at our request such information as is in the Bank's possession (including a copy of any notice received in relation to the Additional Charged Securities) as we may reasonably require in relation to the exercise of any right or option relating to any or all of the Additional Charged Securities;
 - (b) before any of the Secured Amounts become due, the Bank or the nominee will (subject to being provided beforehand with the funds to do so) exercise any right or option in relation to any or all of the Additional Charged Securities in accordance with any reasonable written instruction given by us to the Bank or its nominee provided that the instruction is received by the Bank or its nominee in sufficient time to allow the instruction to be implemented in the ordinary course of the

Bank's or the nominee's business, except that if the Bank reasonably considers that the exercise of the right or option in accordance with the instruction would lessen the value of the Bank's security or otherwise impair such security or cause the Bank or any Bank Affiliate any embarrassment or cause it or any such Bank Affiliate to act outside its or such Bank Affiliate's investment policies, the Bank or the nominee will not be required to comply with the instruction and may exercise such right or option as it thinks fit; and

- (c) after any of the Secured Amounts become due, the Bank or the nominee may (but is not obliged to) exercise any such right or option as the Bank thinks fit.

2.3 Except as specifically set out in this clause, we acknowledge that neither the Bank nor its nominee is under any obligation to take any steps in connection with any right or option which we may for the time being have in relation to any of the Additional Charged Securities.

Handwritten signature and initials, possibly "JK" and "mew", in the bottom right corner of the page.

EXECUTION PAGE

We have executed this Charge and have delivered it as a Deed on the date set out on the first page of this Charge.

Executed as a Deed by	Bench Manor
Director Name:	ANDREW KAY
Signature:	AK
Director/Secretary Name:	MICHAEL WALKER
Signature	M Walker

AK
MW