

# MR01

## Particulars of a charge



Companies House

A fee is payable with this form  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

✓ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

✗ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form must be delivered to the Registrar for registration within  
21 days beginning with the day after the date of creation of the charge.  
If delivered outside of the 21 days it will be rejected unless it is accompanied by a  
court order extending the time for delivery



You must enclose a certified copy of the instrument with this form. It will be  
scanned and placed on the public record. **Do not send the original**

TUESDAY



A17

\*A4YXH78P\*

19/01/2016

#302

COMPANIES HOUSE

### 1 Company details

Company number 0 9 4 9 7 4 6 3

Company name in full ONE TRUST



→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 3 1 7 2 2 0 1 5

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name THE MAYOR AND BURGESSES OF THE LONDON BOROUGH  
OF WANDSWORTH

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

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## Particulars of a charge

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## Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

## Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

## Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

## Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?  
Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement <sup>1</sup>

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

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## Signature

Please sign the form here

Signature

Signature

X *[Signature]* X  
 Sharpe Pritchard LLP (on behalf of interested party)

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **DEBORAH DOWN**

Company name **SHARPE PRITCHARD LLP**

Address **ELIZABETH HOUSE**

**4-7 FULWOOD PLACE**

Post town

County/Region **LONDON**

Postcode **W C 1 V 6 H G**

Country

DX

Telephone **020 7405 4600**



**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



**Checklist**

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following**

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



**Important information**

**Please note that all information on this form will appear on the public record**



**How to pay**

**A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper**

Make cheques or postal orders payable to 'Companies House'



**Where to send**

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below**

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9497463

Charge code: 0949 7463 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st December 2015 and created by ONE TRUST was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th January 2016

Given at Companies House, Cardiff on 21st January 2016



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATE:

31<sup>st</sup> DECEMBER 2015

CHARGE OVER ASSETS

ONE TRUST

as Borrower

and

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH

as Lender

I hereby certify this to be a true  
copy of the original Charge dated 31.12.15



Solicitor

DEBORAH JANE DOWN  
SHARPE PRITCHARD LLP

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THIS DEED is made on

31<sup>st</sup> DECEMBER

2015

**BETWEEN:**

- (1) **ONE TRUST** a company limited by guarantee registered in England and Wales with registered number 9497463 and having its registered office at 21 Church Lane, Tooting, London SW17 9PW (the **Borrower**), and
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH** of the Town Hall, Wandsworth High Street, London, SW18 2PU (the **Lender**)

**BACKGROUND**

- (A) The Lender is willing to enter into certain finance arrangements with the Borrower on the terms and conditions set out in the Facility Letter (as defined below) One of the conditions is that the Borrower enters into this Deed
- (B) The board of directors of the Borrower is satisfied that entering into this Deed is for the purposes and to the benefit of the Borrower and its business

**NOW IT IS AGREED** as follows

**1 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Deed

**Act** means the Law of Property Act 1925

**Book Debts** means all book and other debts of any nature, and all other rights to receive money, now or in the future due, owing or payable to the Borrower and the benefit of all related negotiable instruments, related rights, security, guarantees and indemnities of any kind

**Collateral Regulations** means the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No 3226) as amended by SI 2009/2462

**Event of Default** shall have the meaning given to it in the Facility Letter

**Facility Letter** means the facility letter for a loan facility of £625,694 (Six hundred and twenty-five thousand, six hundred and ninety-four pounds) issued by the Lender and accepted by the Borrower on 21 September 2015

**Receiver** means an administrative receiver, a receiver and manager or a receiver, in each case, appointed under this Deed

**Secured Obligations** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Borrower to the Lender under the Facility Letter, except for any obligation which, if it were so included, would result in this Deed contravening any law (including Section 678 or 679 of the Companies Act 2006)

**Security** means any security created by or pursuant to this Deed

**Security Assets** means all assets of the Borrower the subject of any security created by or pursuant to this Deed or, in the case of any right of the Borrower under a document which cannot be secured in the manner envisaged by this Deed without the consent of a party to that document, prior to such consent being given, such right

**Security Interest** means any mortgage, pledge, lien, charge, assignment, hypothecation or security securing any obligation of any person or any other agreement or arrangement having a similar effect

**Security Period** means the period beginning on the date of this Deed and ending on the date on which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full

## 1 2 Construction

- a) In this Deed, words and expressions defined (expressly or by reference) in the Facility Letter shall, unless otherwise defined in this Deed, bear the same meaning in this Deed
- b) In the event that any of the terms of this Deed conflict with the provisions of the Facility Letter, the relevant provisions of the Facility Letter shall prevail
- c) Any obligation of any party to do something shall include an obligation to procure the same to be done and any obligation not to do something shall include an obligation not knowingly to permit, suffer or allow the same
- d) The term **financial collateral** has the meaning given to it in the Collateral Regulations
- e) Any covenant of the Borrower under this Deed (other than a payment obligation) remains in force during the Security Period
- f) References to this Deed include the Recitals and the Schedules and references to any Clause or Schedule shall be to a clause or schedule contained in this Deed
- g) Words importing the singular shall include the plural and vice versa
- h) The terms of the Facility Letter and of any side letters between any Parties in relation to the Facility Letter (if any) are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- i) If the Lender (acting reasonably) considers that an amount paid under the Facility Letter is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed
- j) Unless the context otherwise requires, a reference to a Security Asset includes.
  - i) any part of that Security Asset (including properties and revenues),
  - ii) the proceeds of sale of that Security Asset, and



- iii) any present and future assets of that type

### 1 3 Third Party Rights

Any person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of this Deed, except that a Receiver may enforce any term of this Deed that is expressed in its favour

### 1 4 Lender's Discretion

It is agreed that any liberty or power which may be exercised or any determination which may be made under this Deed by the Lender may, unless otherwise provided, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons thereof

## 2 CREATION OF SECURITY

### 2 1 General

- a) All the security created under this Deed
  - i) is created in favour of the Lender,
  - ii) is created over present and future assets of the Borrower,
  - iii) is security for the payment of all the Secured Obligations, and
  - iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- b) If the rights of the Borrower under a document cannot be secured in the manner envisaged by this Deed without the consent of a party to that document
  - i) the Borrower must notify the Lender promptly,
  - ii) this Security will secure all amounts which the Borrower may receive, or has received, under or in respect of that document but exclude the document itself, and
  - iii) unless the Lender otherwise requires, the Borrower must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under this Deed

### 2 2 The Assets Charged

The Borrower hereby charges by way of a first fixed charge the assets owned by the Borrower and listed in the Schedule to this Deed

## 3 EXERCISING RIGHTS BY THE BORROWER

Except whilst an Event of Default has occurred and is continuing the Borrower may exercise its rights under or in relation to the assets charged by Clause 2 2 (*The Assets Charged*) provided that the exercise of those rights in the manner proposed would not result in a failure to pay any sum due under the Facility Letter

#### **4 REPRESENTATIONS - GENERAL**

##### **4 1 Nature of security**

The Borrower represents to the Lender that this Deed creates the Security it purports to create with the ranking set out in this Deed and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Borrower or otherwise

##### **4 2 Times for making representations**

- a) The representations set out in this Deed are made on the date of this Deed
- b) Unless a representation is expressed to be given at a specific date, each representation under this Deed is deemed to be repeated by the Borrower on each date during the Security Period
- c) When a representation is repeated, it is applied to the circumstances existing at the time of repetition

#### **5 RESTRICTIONS ON DEALINGS**

The Borrower must not

- a) create or permit to subsist any Security Interest on any Security Asset, or
  - b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,
- except as expressly allowed under this Deed or the Facility Letter

#### **6 WHEN SECURITY BECOMES ENFORCEABLE**

##### **6 1 Event of Default**

This Security will become immediately enforceable if an Event of Default has occurred and is continuing and the Lender gives notice to the Borrower that this Security is enforceable

##### **6 2 Enforcement**

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

#### **7 ENFORCEMENT OF SECURITY**

##### **7 1 General**

- a) The power of sale and any other power conferred on a mortgagee by law (including under section 101 of the Act and the power to appoint an administrator) will be immediately exercisable at any time after this Security has become enforceable
- b) For the purposes of all powers implied by law, the Secured Obligations are deemed to have become due and payable on the date of this Deed

- c) Any restriction on the power of sale (including under section 103 of the Act) or the right of a mortgagee to consolidate mortgages conferred by law (including under section 93 of the Act) does not apply to this Security
- d) For the purposes of the Collateral Regulations, after this Security is enforceable the Lender may appropriate all or any part of any financial collateral which is subject to a legal or equitable mortgage created under or pursuant to this Deed in or towards satisfaction of the Secured Obligations. Where it does so, the value of the financial collateral so appropriated shall be such amount as the Lender so determines having taken into account advice obtained by it from an independent firm of accountants
- e) Any powers of leasing conferred on the Lender by law are extended so as to authorise the Lender to lease, make agreements for leases, accept surrenders of leases and grant options as the Lender may think fit and without the need to comply with any restrictions conferred by law (including under section 99 or 100 of the Act)

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

Neither the Lender nor any Receiver will be liable, by reason of entering into possession of a Security Asset

- a) to account as mortgagee in possession or for any loss on realisation, or
- b) for any default or omission for which a mortgagee in possession might be liable

## **7.3 Privileges**

Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by law (including the Act) on mortgagees and receivers duly appointed under any law (including the Act)

## **7.4 Protection of third parties**

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

- a) whether the Secured Obligations have become payable,
- b) whether any power which the Lender or a Receiver is purporting to exercise has become exercisable or is being properly exercised,
- c) whether any money remains due under the Facility Letter, or
- d) how any money paid to the Lender or to that Receiver is to be applied

## **7.5 Redemption of prior mortgages**

- a) At any time after this Security has become enforceable, the Lender may
  - i) redeem any prior Security against any of its assets, and/or
  - ii) procure the transfer of that Security to itself, and/or

- iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer, any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Borrower
- b) The Borrower must pay to the Lender, immediately on demand, the costs and expenses reasonably and properly incurred by the Lender in connection with any such redemption and/or transfer, including the payment of any principal or interest

## **7.6 Contingencies**

If this Security is enforced at a time when no amount is due under the Facility Letter but at a time when amounts may or will become due, the Lender (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account

## **8 RECEIVER**

### **8.1 Appointment of Receiver**

- a) Except as provided below, the Lender may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if
  - i) this Security has become enforceable, or
  - ii) the Borrower so requests the Lender in writing at any time
- b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand
- c) Any restriction on the right of a mortgagee to appoint a Receiver conferred by law (including under section 109 (1) of the Act) does not apply to this Deed
- d) The Lender is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Schedule A1 of the Insolvency Act 1986 except with the leave of the court
- e) The Lender may not appoint an administrative receiver (as defined in section 29 (2) of the Insolvency Act 1986) over the Security Assets if the Lender is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies

### **8.2 Removal**

The Lender may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated

### **8.3 Remuneration**

The Lender may fix the remuneration of any Receiver appointed by it and any maximum rate imposed by any law (including under section 109 (6) of the Act) will not apply

#### **8 4 Agent of the Borrower**

- a) A Receiver will be deemed to be the agent of the Borrower for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Borrower alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.
- b) The Lender will not incur any liability (either to the Borrower or to any other person) by reason of the appointment of a Receiver or by reason of any action or inaction of a Receiver.

#### **8 5 Relationship with Lender**

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Lender in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

### **9 POWERS OF RECEIVER**

#### **9 1 General**

- a) A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law, including all the rights, powers and discretions conferred on a receiver under the Act and a receiver or an administrative receiver under the Insolvency Act 1986.
- b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

#### **9 2 Possession**

A Receiver may take immediate possession of, get in and collect any Security Asset.

#### **9 3 Carry on business**

A Receiver may carry on the business of the Borrower in any manner he thinks fit.

#### **9 4 Employees**

- a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit.
- b) A Receiver may discharge any person appointed by the Borrower.

**9 5 Borrow money**

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit

**9 6 Sale of assets**

- a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit
- b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit
- c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Borrower

**9 7 Leases**

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender)

**9 8 Compromise**

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Borrower or relating in any way to any Security Asset

**9 9 Legal actions**

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he thinks fit

**9 10 Receipts**

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset

**9 11 Subsidiaries**

A Receiver may form a subsidiary of the Borrower and transfer to that subsidiary any Security Asset

**9 12 Delegation**

A Receiver may delegate his powers in accordance with this Deed

**9 13 Lending**

A Receiver may lend money or advance credit to any customer of the Borrower.

**9 14 Protection of assets**

A Receiver may

- a) effect any repair or insurance and do any other act which the Borrower might do in the ordinary conduct of its business to protect or improve any Security Asset,
- b) commence and/or complete any building operation, and
- c) apply for and maintain any planning permission, building regulation approval or any other authorisation,

in each case as he thinks fit

**9 15 Other powers**

A Receiver may

- a) do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law,
- b) exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset, and
- c) use the name of the Borrower for any of the above purposes

**10 APPLICATION OF PROCEEDS**

Any moneys received by the Lender or any Receiver after this Security has become enforceable must be applied in the following order of priority

- a) in or towards payment of or provision for all costs and expenses incurred by the Lender or any Receiver under or in connection with this Deed and of all remuneration due to any Receiver under or in connection with this Deed,
- b) in or towards payment of or provision for the Secured Obligations, and
- c) in payment of the surplus (if any) to the Borrower or other person entitled to it

This Clause is subject to the payment of any claims having priority over this Security

**11 EXPENSES AND INDEMNITY**

The Borrower must

- a) immediately on demand pay all costs, liabilities and expenses (including legal fees and any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise) reasonably and properly incurred

in connection with this Deed by the Lender or any Receiver, attorney, manager, agent or other person appointed by the Lender under this Deed, and

- b) keep each of them indemnified against any failure or delay in paying those costs or expenses, this includes any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise,

save to extent that such costs, liabilities and expenses are caused by the Lender's or Receiver's (or each of its delegate's or agents') own gross negligence, wilful default or fraud

## **12 DELEGATION**

### **12 1 Power of Attorney**

The Lender or any Receiver 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

### **12 2 Terms**

Any such delegation may be made upon any terms (including power to sub-delegate) which the Lender or any Receiver may think fit

### **12 3 Liability**

Neither the Lender nor any Receiver will be in any way liable or responsible to the Borrower for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate

## **13 FURTHER ASSURANCES**

The Borrower must, at its own expense, take whatever action the Lender or a Receiver may reasonably require for

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

This includes

- i) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Lender or to its nominee, or
- ii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Lender may (acting reasonably) think expedient

## **14 POWER OF ATTORNEY**

The Borrower, by way of security, following an Event of Default which is continuing, irrevocably and severally appoints the Lender, each Receiver and any of its delegates or sub-delegates to be its attorney to take any action which the Borrower is obliged but has failed to



take under this Deed. The Borrower ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 16

**15 PRESERVATION OF SECURITY**

**15 1 Continuing security**

This 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

**15 2 Reinstatement**

- a) If any discharge or arrangement is made in whole or in part 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 Borrower under this Deed will continue as if the discharge or arrangement had not occurred
- b) The Lender may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration

**15 3 Immediate recourse**

The Borrower waives any right it may have of first requiring 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 Borrower under this Deed

**15 4 Appropriations**

The Lender (or any trustee or agent on its behalf) may at any time during the Security Period without affecting the liability of the Borrower under this Deed

- a) refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Creditor (or any trustee or agent on its behalf) in respect of those amounts, or
- b) apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise), or
- c) hold in an interest bearing suspense account any moneys received from the Borrower or on account of the liability of the Borrower under this Deed

**15 5 Non-competition**

Unless

- a) the Security Period has expired, or
- b) the Lender otherwise directs,

the Borrower will not, after a claim has been made under this Deed or any Security enforced or by virtue of any payment or performance by it under this Deed

- i) be subrogated to any rights, security or moneys held, received or receivable by the Lender (or any trustee or agent on its behalf), or
- ii) be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of the Borrower's liability under this Deed,

The Borrower must hold in trust for and immediately pay or transfer to the Lender any payment or distribution or benefit of security received by it contrary to this Clause or in accordance with any directions given by the Lender under this Clause 17 5

#### 15 6 **Additional security**

This Security is in addition to and is not in any way prejudiced by any other security now or subsequently held by the Lender

### 16 **MISCELLANEOUS**

#### 16 1 **Covenant to pay**

The Borrower must pay or discharge the Secured Obligations in the manner provided for in the Facility Letter

#### 16 2 **Notices**

All notices to be given under this Deed must be in writing and sent by personal delivery or post or facsimile to the address of the relevant party set out at the head of this Deed, provided that

- i) any notice sent by post will be deemed (in the absence of evidence of earlier receipt), to have been delivered forty-eight hours after dispatch and in proving the fact of dispatch, it is sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities,
- ii) any notice sent by personal delivery is deemed to have been delivered on the date of its delivery to its recipient,
- iii) any notice sent by facsimile is deemed to have been delivered on the date of its transmission if delivered before 5 30pm London time on that day provided that the sender's fax machine confirms successful transmission. If any notice is sent by facsimile after 5 30pm London time on any business day, it shall be deemed to have been delivered on the next business day (provided that the sender's fax machine confirms successful transmission), and
- iv) either party may by ten days notice to the other party change its postal or facsimile address or addressee for receipt of such notices

17 **RELEASE**

At the end of the Security Period but not otherwise, the Lender must, at the request and cost of the Borrower, take whatever action is necessary to release the Security Assets from this Security

18 **GOVERNING LAW**

This Deed, and any non-contractual obligations arising under or in connection with it, are governed by English law

**THIS DEED** has been executed and delivered as a deed on the date stated at the beginning of this Deed

**EXECUTION BY THE PARTIES**

**Borrower**

EXECUTED as a DEED by )  
ONE TRUST )  
Acting by one Director and a witness )

Director *C Albury* )

Print Name CHRISTINE ALBURY )

Witness Name *WILLIAM OLM*  
Witness Signature *William Olm*  
Witness Address *12 WINDMILL ROAD, WANDSWORTH, SW18 2EU.*  
Witness Occupation *MANAGER*

**Lender**

THE COMMON SEAL of )  
THE MAYOR AND BURGESSES )  
OF THE LONDON BOROUGH OF )  
WANDSWORTH )  
Was hereunto affixed )  
in the presence of )

*2000*  
**FOR DIRECTOR OF ADMINISTRATION**

108541

## SCHEDULE – fixed charge items

### IT EQUIPMENT

Description	Model	Serial Number	Location	Date of Purchase
B/W Printer	HP M125nw	CNB7H6S11R	Wandsworth Base	01/10/2015
B/W Printer	HP M125nw	CNB7H6S0XX	Battersea Base	01/10/2015
B/W Printer	HP M125nw	CNB7H68100	Tooting Base	01/10/2015
B/W Printer	HP M125nw	CNB7H6S13M	Church Lane Admin	01/10/2015
C Printer	HP M451dn	CNFF365030	Church Lane Admin	01/10/2015
DDI Phone	Avaya 1603-1	15WZ163701HV	Wandsworth Base	01/10/2015
DDI Phone	Avaya 1603-1	15WZ163701JW	Battersea Base	01/10/2015
DDI Phone	Avaya 1603-1	15WZ163701H3	Tooting Base	01/10/2015
DDI Phone	Avaya 1608-1	15WZ0927043G	Church Lane Managers	01/10/2015
DDI Phone	Avaya 1608-1	15WZ0927043X	Church Lane Managers	01/10/2015
DDI Phone	Avaya 1608-1	15WZ09270461	Church Lane Managers	01/10/2015
DDI Phone	Avaya 1608-1	15WZ092704EV	Church Lane Managers	01/10/2015
DDI Phone	Avaya 1608-1	15WZ082705QS	Church Lane Managers	01/10/2015
DDI Phone	Avaya 1608-1	15WZ09270456	Church Lane Admin	01/10/2015
DDI Phone	Avaya 1608-1	15WZ092704EN	Church Lane Admin	01/10/2015
DDI Phone	Avaya 1608-1	15WZ092704DB	Church Lane Admin	01/10/2015
DDI Phone	Avaya 1608-1	15WZ0927046C	Church Lane Admin	01/10/2015
DDI Phone	Avaya 1608-1	15WZ092704CG	Church Lane Meeting	01/10/2015
DDI Phone	Avaya 1608-1	15WZ0927046M	Church Lane Physio	01/10/2015
DDI Phone	Avaya 1608-1	15WZ082705QD	Church Lane Dining	01/10/2015
Laptop	Dell Ultrabook i5	T2DDN32	Will Olm	01/10/2015
Laptop	Dell Ultrabook i5	3PRBN32	Karen Little	01/10/2015
Laptop	Dell Ultrabook i5	88YBN32	Mark Honan	01/10/2015
Laptop	Dell Ultrabook i5	50LBN32	Louise Hayes	01/10/2015
Desktop	Dell Optiplex 3020	12PRT72	Wandsworth Base	01/10/2015
Desktop	Dell Optiplex 3020	12HRT72	Wandsworth Base	01/10/2015
Desktop	Dell Optiplex 3020	12KPT72	Tooting Base	01/10/2015
Desktop	Dell Optiplex 3020	12CRT72	Tooting Base	01/10/2015
Desktop	Dell Optiplex 3020	12GRT72	Battersea Base	01/10/2015
Desktop	Dell Optiplex 3020	12QTT72	Battersea Base	01/10/2015
Desktop	Dell Optiplex 3020	12NPT72	Church Lane Admin	01/10/2015
Desktop	Dell Optiplex 3020	12XST72	Church Lane Admin	01/10/2015
Desktop	Dell Optiplex 3020	12YST72	Church Lane Admin	01/10/2015
Desktop	Dell Optiplex 3020	12LRT72	Church Lane Admin	01/10/2015
Desktop	Dell Optiplex 3020	12DWT72	Church Lane Managers	01/10/2015
Desktop	Dell Optiplex 3020	12JPT72	Church Lane Physio	01/10/2015

Desktop	Dell Optiplex 3020	12RXT72	Church Lane Meeting	01/10/2015
Desktop	Dell Optiplex 3020	12VVT72	Church Lane Dining	01/10/2015
Router	Technicolor TG582n	CP1514VF9Y7	Wandsworth Base	01/10/2015
Router	Technicolor TG582n	CP1514VF9VN	Battersea Base	01/10/2015
Router	Technicolor TG582n	CP1514VF9U6	Tooting Base	01/10/2015
Server	Dell Power Edge	CGR9C72	Church Lane	01/10/2015
UPS	APC Mart UPS	351511X03620	Church Lane	01/10/2015
Backup	QNAP 8TB 4-bay NAS	Q157109045	Church Lane	01/10/2015
Screen	Dell	CN-029C29-74261-577-ODVL	Wandsworth Base	01/10/2015
Screen	Dell	CN-029C29-74261-577-OV8L	Wandsworth Base	01/10/2015
Screen	Dell	CN-029C29-74261-577-	Tooting Base	01/10/2015
Screen	Dell	CN-029C29-74261-577-	Tooting Base	01/10/2015
Screen	Dell	CN-029C29-74261-577-DV71	Battersea Base	01/10/2015
Screen	Dell	CN-029C29-74261-577-DLVL	Battersea Base	01/10/2015
Screen	Dell	CN-029C29-74261-577-OUPL	Church Lane Managers	01/10/2015
Screen	Dell	CN-029C29-74261-577-OMSL	Church Lane Managers	01/10/2015
Screen	Dell	CN-029C29-74261-577-OM2L	Church Lane Managers	01/10/2015
Screen	Dell	CN-029C29-74261-577-OV6L	Church Lane Managers	01/10/2015
Screen	Dell	CN-029C29-74261-577-OM4L	Church Lane Managers	01/10/2015
Screen	Dell	CN-029C29-74261-577-OVTL	Church Lane Admin	01/10/2015
Screen	Dell	CN-029C29-74261-577-OLKL	Church Lane Admin	01/10/2015
Screen	Dell	CN-029C29-74261-577-OLLL	Church Lane Admin	01/10/2015
Screen	Dell	CN-029C29-74261-577-OTCL	Church Lane Admin	01/10/2015
Screen	Dell	CN-029C29-74261-577-OLFL	Church Lane Meeting	01/10/2015
Screen	Dell	CN-029C29-74261-577-OLEL	Church Lane Physio	01/10/2015
Screen	Dell	CN-029C29-74261-577-OVLL	Church Lane Dining	01/10/2015
Docking Station	Kensington	A1521A002884	Mark Honan	01/10/2015
Docking Station	Kensington	A1521A002883	Will Olmi	01/10/2015
Docking Station	Kensington	A1521A002885	Louise Hayes	01/10/2015
Docking Station	Kensington	A1521A002882	Karen Little	01/10/2015

## VEHICLES

Reg	Model	ID
FE63ZBO	Fiat	ZFA25000002450936
FE63ZBP	Fiat	ZFA25000002454266
EX63UEM	Renault	VF1MAF5DE49157840
EX63UEN	Renault	VF1MAF5DE49157839