



**Registration of a Charge**

Company Name: **ESSENTIAL KENSINGTON LIMITED**

Company Number: **13987087**



Received for filing in Electronic Format on the: **21/08/2023**

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**Details of Charge**

Date of creation: **18/08/2023**

Charge code: **1398 7087 0001**

Persons entitled: **NESTER SECURITY TRUSTEE LTD**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

**Authentication of Form**

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

**Authentication of Instrument**

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

Certified by: **FOOT ANSTEY LLP**



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

Company number: 13987087

Charge code: 1398 7087 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th August 2023 and created by ESSENTIAL KENSINGTON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st August 2023 .

Given at Companies House, Cardiff on 22nd August 2023

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**



## **Account Charge** relating to the **Deposit Account**

Dated

18 August 2023

Essential Kensington Limited (1) Nester Security  
Trustee Ltd (2)

Execution Version  
Ref: LAP2/249408/53

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THIS ACCOUNT CHARGE IS DATED

18 August 2023

2023

BETWEEN:

- (1) Essential Kensington Limited (company number 13987087) registered in England and Wales with its registered office at 50 Havelock Terrace, London, United Kingdom, SW8 4AL (the Chargor); and
- (2) Nester Security Trustee Ltd, incorporated in England and Wales (company number 12536813), with its registered office at 727 Salisbury House, Finsbury Circus, London, EC2M 5SQ and registered with the Office of the Information Commissioner (registration number ZA756742) (the Chargee).

**Whereas:**

- A. The Chargor is entering into Murabaha Contracts pursuant to which the Chargor is required to enter into certain Security Documents.
- B. This Deed forms part of the Security Documents.
- C. In accordance with the terms of the Nester Service Terms and the Murabaha Contracts, the Security Documents will be held on trust by the Chargee (as Security Trustee) for the benefit of each Investor to which the Chargor is indebted to under the Murabaha Contracts.
- D. The Chargee (as Security Trustee) has the power to enforce all the rights and powers contained in this Deed on behalf of each Investor to which the Chargor is indebted to under the Murabaha Contracts.

IT IS AGREED as follows:

**1 Definitions and interpretation**

- 1.1 Definitions In this Deed, the definitions contained in the Murabaha Contracts and Nester Service Terms apply alongside the following (unless the context otherwise requires):

Act means the Law of Property Act 1925;

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in London;

Debenture means the debenture, dated on or around the date of this Deed, entered into between the Chargee and the Chargor containing charges;

Deposit Account means the account details of which are set out in Schedule 1;

Deposit means all money in any currency now or hereafter standing to the credit of the Deposit Account including all or any part of the money pursuant to it and the debt represented by it or any claim for repayment of that money together with all other rights and benefits accruing to or arising in connection with the Deposit Account;

Event of Default in this Deed has the same meaning given to it in the Debenture;

Facility Documents means the Murabaha Contracts, the Nester Service Terms and the Security Documents;

Investors have the meaning given to it in the Nester Service Terms;

Murabaha Contracts means the murabaha contracts entered into between the Chargor and the Investors on or around the date of this Deed and any subsequent Murabaha Contracts to be entered into between the Chargor and any new Investors pursuant to the terms of the Nester Service Terms in relation to the Property;

Murabaha Conditions means the murabaha conditions included in the Murabaha Contracts;

Nester Service Terms means the terms and conditions governing the use of the peer-to-peer finance service operated by Nester Platform Limited;

Property means the leasehold property known as 40, 42 and, 44 Harrington Gardens, London (SW7 4LT) registered at the Land Registry with title number BGL172077 ;

Security Documents has the meaning given to it in the Nester Service Terms;

Security Trustee has the meaning given to it in the Nester Service Terms;

Schedules means the schedules attached to this Deed; and

Secured Liabilities means all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Chargee or the Investors by the Chargor, whether actually or contingently, solely or jointly and whether as principal, guarantor, cautioner or surety under or in connection with the Facility Documents and any money and liabilities of the Chargor to a third party which have been assigned or novated to or otherwise vested in the Chargee or the Investors, and including discount, commission and other lawful charges or expenses which the Chargee or the Investors may in the course of its business charge or incur in respect of any of those matters or for keeping the Chargor's account.

## 1.2 Interpretation

In this Deed:-

- (a) statutes, statutory provisions and other legislation shall include all amendments, substitutions, modifications and re-enactments for the time being in force and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant legislation;
- (b) "including" shall not be construed as limiting the generality of the words preceding it;
- (c) this Deed shall include any Schedule;
- (d) any term or phrase defined in the Companies Act 2006 shall bear the same meaning in this Deed;
- (e) words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- (f) this Deed and any provisions of it or to any other document referred to in this Deed shall be construed as references to it in force for the time being as amended, varied, supplemented, restated, substituted or novated from time to time;
- (g) any person are to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or agency of a state, whether or not a separate legal entity;
- (h) any person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;

- (i) clause headings are for ease of reference only and are not to affect the interpretation of this Deed; and
- (j) this Deed shall be read together with the Murabaha Contracts and the Nester Service Terms but in case of any conflict between this Deed and the Murabaha Contracts and the Nester Service Terms, the terms of the Murabaha Contracts and the Nester Service Terms shall apply.

1.3 The parties intend that this document shall take effect as a deed.

1.4 The use of bold type shall be ignored in the construction of this Deed.

## **2 Covenant to Pay**

2.1 The Chargor shall pay or discharge the Secured Liabilities when the same are due and payable in accordance with the terms of the Facility Documents.

2.2 If the Chargor shall fail to pay any amount under this Deed, the provisions in clause 4 (*Missed or Delayed Murabaha Instalments*) of the Murabaha Conditions shall apply.

## **3 Fixed charge**

3.1 As a continuing security for the payment and discharge of the Secured Liabilities the Chargor with full title guarantee charges to the Chargee, by way of first fixed charge, the Deposit and Deposit Account.

3.2 The Chargor will not without the prior written consent of the Chargee:-

- (a) create or attempt to create or permit to subsist any right in security, mortgage, charge, lien, encumbrance, right of set-off (except in favour of the Chargee) or any trust agreement, declaration of trust, or trust arising by operation of law in respect of all or any of the Deposit; or
- (b) transfer, assign or otherwise dispose of all or any of the Deposit; or
- (c) in any way dispose of the equity of redemption (which is the right which the Chargor has on full repayment of the Secured Liabilities to recover the assets which are subject to the mortgage) of any of the Deposit or any interest in any of the Deposit.

3.3 The rights hereby charged to the Chargee shall be released to the Chargor upon its written request on payment or discharge in full of the Secured Liabilities to the satisfaction of the Chargee.

## **4 Restrictions**

The Chargor agrees that it will not be entitled to withdraw or transfer all or any part of the monies standing to the credit of the Deposit Account until all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full to the satisfaction of the Chargee.

## **5 Representations and Warranties**

The Chargor represents and warrants to the Chargee that:

- 5.1 it is the sole absolute and beneficial owner of all the Deposit free from any right in security, mortgage, charge, lien or encumbrance or right of set-off (except in favour of the Chargee) or trust agreement, declaration of trust or trust arising by operation of law on or over the Deposit;
- 5.2 it has not sold, transferred, assigned or otherwise disposed of or agreed to sell, transfer, assign or dispose of all or any of its right, title and interest in and to all or any of the Deposit;

- 5.3 it has the necessary power to enter into and perform its obligations under this Deed;
- 5.4 this Deed constitutes its legal, valid, binding and enforceable obligations and constitutes a first fixed charge over the Deposit in accordance with its terms;
- 5.5 this Deed does not conflict with or result in any breach or constitute a default under any agreement, instrument or obligation to which the Chargor is a party or by which it is bound; and
- 5.6 all necessary authorisations and consents to enable or entitle it to enter into this Deed have been obtained and will remain in full force and effect during the subsistence of the security constituted by this Deed.

## **6 Undertakings**

- 6.1 The Chargor shall not without the prior written consent of the Chargee:-
  - (a) amend or alter (or purport to amend or alter) the terms of the mandate in terms of which the Deposit Account was established;
  - (b) enter into any agreement with any person (other than the Chargee) in respect of any of the Deposit;
  - (c) cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Deposit.
- 6.2 The Chargor shall:-
  - (a) at all times comply with the terms of this Deed and of all agreements relating to the Secured Liabilities;
  - (b) if and when required by the Chargee, grant in its favour (or as the Chargee shall direct) such fixed or specific security or charge or assignment over all or any of the Deposit as the Chargee may require;
  - (c) (subject to the terms of this Deed) comply in all respects with the terms of the mandate in relation to the Deposit Account, save that where there is any inconsistency between the terms of the mandate and the terms of this Deed, the terms of this Deed shall prevail;
  - (d) promptly notify the Chargee, in writing, of the opening by the Chargor of any bank account of the Chargor with any bank or financial institution on or after the date of this Deed;
  - (e) promptly upon request by the Chargee deposit with the Chargee all deeds, certificates and documents of title relating to all or any of the Deposit;
  - (f) take all necessary action to ensure that the Deposit Account is operated in accordance with the terms of the mandate in relation to it and this Deed.

## **7 Protection of Security**

- 7.1 The Chargor agrees that this Deed is and shall be in addition and without prejudice to any other security or rights which the Chargee holds or may hold in respect of all or any of the Secured Liabilities.
- 7.2 This Deed will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or any other matter or thing whatsoever.



7.3 The obligations of the Chargor under this Deed will not be affected by any act, omission, circumstance, matter or thing which but for this provision might operate to release or otherwise exonerate it from any of its obligations hereunder in whole or in part, including (without limitation):-

- (a) any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Chargee may have now or in the future from or against the Chargor or any other person in respect of the Secured Liabilities;
- (b) any act or omission by the Chargee or any other person in taking up, perfecting or enforcing any security or guarantee from or against the Chargor or any other person or the invalidity or unenforceability of any such security or guarantee;
- (c) any amendment, variation, restatement or supplement of or to, or novation, transfer or termination (in whole or in part) of, any document relating to the Secured Liabilities or any exercise by the Chargee (in its absolute discretion) of its rights to refuse, grant, continue, vary, review, determine or increase any credit or facilities to the Chargor or any other person;
- (d) any grant of time, indulgence, waiver or concession to the Chargor or any other person;
- (e) any arrangement or compromise entered into between the Chargee and the Chargor or any other person;
- (f) the administration, insolvency, bankruptcy, liquidation, winding-up, receivership, dissolution, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name and style of, the Chargor or any other person;
- (g) the invalidity, illegality, unenforceability, irregularity or frustration of the Secured Liabilities or any of the obligations of the Chargor or any other person;
- (h) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any other person resulting from any administration, insolvency, liquidation, receivership or dissolution proceedings or from any law, regulation or order.

7.4 The Chargee shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this Deed or by law to:-

- (a) take any action or obtain judgment or decree in any court against the Chargor;
- (b) make or file any claim to rank in a winding-up or a liquidation of the Chargor; or
- (c) enforce or seek to enforce any other security taken, or exercise any right or plea available to the Chargee, in respect of the Secured Liabilities.

7.5 Any settlement or discharge between the Chargor and the Chargee shall be conditional upon no security or payment granted or made to the Chargee by the Chargor or any other person being avoided or reduced by virtue of any provision or enactment relating to administration, bankruptcy, insolvency or liquidation for the time being in force and accordingly (but without prejudice to any other rights of the Chargee) the Chargee shall be entitled to recover from the Chargor the value or amount of such security or payment from the Chargor as if such settlement or discharge had not occurred.

## 8 Enforcement

The security constituted by this Deed shall become enforceable upon and at any time after the occurrence of an Event of Default which is continuing.

## **9 Powers**

- 9.1 At any time after this Deed has become enforceable the Chargee may in its absolute discretion enforce all or any part of the security created by this Deed as it sees fit and, in particular but without limitation, may exercise all or any of the powers conferred on mortgagees by the Act and all or any of the powers and discretions conferred by this Deed. In addition but without limitation the Chargee shall be and is entitled (but not obliged) to exercise all and/or any rights and powers in relation to the Deposit which could have been exercised by the Chargor including:-
- (a) power to apply or transfer as the Chargee thinks fit (whether on or before or after the expiry of any fixed or minimum period for which any amount may have been deposited) all or any part of the Deposit in or towards payment or discharge of the Secured Liabilities;
  - (b) power to sell, assign or otherwise dispose of all or any of the Deposit;
  - (c) power to receive all or any money payable in respect of or in connection with all or any of the Deposit; and/or
  - (d) power to negotiate, compromise and/or agree any dispute arising out of all or any of the Deposit.
- 9.2 Section 103 of the Act will not apply to this Deed and the Chargee may exercise its power of sale and other powers under that or any other Act or this Deed at any time after the date of this Deed.
- 9.3 Section 93 of the Act will not apply to this Deed.
- 9.4 The Chargee may exercise all or any of the powers referred to in this Deed in such manner and to such extent as the Chargee considers appropriate (in its sole discretion) and in particular (but without limitation to the generality of the foregoing) shall not be under any duty to maximise the proceeds arising from the Deposit.
- 9.5 The Chargee shall not be liable to account to the Chargor as mortgagee in possession or otherwise in respect of all or any of the Deposit and shall not be liable to the Chargor for any loss or damage arising from the exercise by the Chargee of all or any of the powers conferred by this Deed or the Act.
- 9.6 At any time after this Deed becomes enforceable, the Chargee may redeem any prior mortgage, charge or encumbrance in respect of all or any of the Deposit or procure the transfer of them to itself and may settle the accounts of the prior mortgagee, chargee or encumbrancer and any accounts so settled will be, in the absence of manifest error, conclusive and binding on the Chargor. All money paid by the Chargee to the mortgagee, chargee or encumbrancer in accordance with such accounts shall form part of the Secured Liabilities.

## **10 Application of Security Proceeds**

- 10.1 Any money received under the powers conferred by this Deed or the Act will, subject to the payment or repayment of any prior claims and of all actual costs and expenses incurred by the Chargee under or in connection with this Deed, be paid or applied in payment or discharge of the Secured Liabilities provided that the Chargee may, without prejudice to any other rights the Chargee may have at any time and from time to time, place and keep for such time as the Chargee may think prudent any money received, recovered or realised under or by virtue of this Deed to or at a separate or suspense account to the credit either of the Chargor or the Chargee or as the Chargee thinks fit without any immediate obligation on the part of the Chargee to apply such money or any part of such money in or towards the payment or discharge of the Secured Liabilities.

- 10.2 Subject to clause 10.1, any monies received or realised by the Chargee from the Chargor under this Deed may be applied by the Chargee to any item of account or liability or transaction in such order or manner as the Chargee may determine.

## **11 Protection of Third Parties**

No purchaser or other person dealing with the Chargee or any agent or delegate thereof shall be obliged or concerned to enquire whether the right of the Chargee or such agent or delegate to exercise any of the powers conferred by or referred to in this Deed has arisen or become exercisable, whether any of the Secured Liabilities remain outstanding or be concerned with notice to the contrary or whether an event has occurred to authorise the Chargee or such agent or delegate to act or as to the propriety or validity of the exercise or purported exercise of any such power.

## **12 New Accounts**

At any time following the Chargee receiving notice (actual or constructive) that all or any of the Deposit has been encumbered by the grant of any fixed security, floating charge or other security right or have been disposed of, the Chargee will be entitled to close the Chargor's then current account or accounts and to open a new account or accounts with the Chargor and (without prejudice to any right of the Chargee to combine accounts) no money paid in or carried to the Chargor's credit in any such new account will be appropriated towards or have the effect of discharging any part of the amount due to the Chargee on any closed account. If the Chargee does not open a new account or accounts, the Chargee will nevertheless be treated as if it had done so at the time when it received (or was deemed to have received) such notice and as from that time all payments made to the Chargee will be credited or be treated as having been credited to the new account or accounts and will not reduce the amount of the Secured Liabilities.

## **13 Costs and Expenses**

The Chargor shall pay or reimburse to the Chargee on demand (on a full indemnity basis) all actual direct costs, charges and expenses including the Chargee's legal fees (but excluding indirect losses) incurred or to be incurred by the Chargee in the creation, registration, perfection, enforcement, discharge and/or assignment of this Deed (including, without limitation, the actual costs of any proceedings in relation to this Deed or the Secured Liabilities), which costs, charges and expenses shall form part of the Secured Liabilities.

## **14 Set off**

- 14.1 The Chargor agrees that any monies from time to time standing to its credit on any account (whether current, deposit or of any other nature whatsoever) with the Chargee may be retained as cover for and/or applied by the Chargee at any time and without notice to the Chargor (whether on or before or after the expiry of any fixed or minimum period for which such money may have been deposited) in or towards payment or discharge of the Secured Liabilities or such part of them as the Chargee may select when due and payable by the Chargor but unpaid.
- 14.2 If the Chargee exercises any rights in respect of any money as referred to in clause 14.1 (including, without limitation, any rights of set-off, accounting or retention or similar rights) in relation to any liability of the Chargor and that liability or any part of it is in a different currency from any credit balance against which the Chargee seeks to exercise its rights, the Chargee may use the currency of the credit balance to purchase an amount in the currency of the liability at the then prevailing Chargee spot rate of exchange and to pay out of the credit balance all actual costs, charges and expenses incurred by the Chargee in connection with that purchase.
- 14.3 The Chargee shall not be liable for any loss caused by the fluctuation in any exchange rate at which any currency may be bought or sold by the Chargee.

**15 Power of Attorney**

- 15.1 The Chargor irrevocably and by way of security appoints the Chargee as the attorney of the Chargor, for the Chargor and in its name and on its behalf and as its act and deed or otherwise, to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required of the Chargor under this Deed or may be required or deemed proper in the exercise of any of the rights or powers conferred on the Chargee or otherwise for any of the purposes of this Deed.
- 15.2 The Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney does or purports to do under its appointment under clause 15.1.
- 15.3 The appointment effected under clause 15.1 shall take effect immediately, but the powers conferred shall only become exercisable upon the occurrence of an Event of Default which is continuing unremedied and unwaived or if the Chargor does not fulfil any of its obligations under clause 18 within 3 Business Days of notice from the Chargee to do so.

**16 Indemnity**

- 16.1 The Chargee and every attorney, manager, agent, employee or other person appointed by the Chargee under or in connection with this Deed shall be indemnified by the Chargor in respect of all direct liabilities, actual costs, losses and expenses including the Chargee's legal fees (but excluding any indirect losses), incurred by it or him in the execution (or purported execution) of any of the powers, authorities or discretions vested in them or him pursuant to the terms of this Deed (or by any law or regulation) and against all actions, proceedings, actual costs, claims and demands in respect of any matter or thing done or omitted in any way in connection with or relating to all or any of the Deposit and the Chargee or any such other person may retain and pay all sums in respect of the same out of moneys received under the powers conferred by this Deed.
- 16.2 The indemnity under clause 16.1 shall not apply to the extent that any such liability, cost, loss and/or expense arises as a result of the wilful default or gross negligence of the Chargee.

**17 Notices**

Clause 11 (*Notices*) of the Murabaha Conditions shall apply to any notices given under this Deed as if the same provisions were set out in full in this Deed.

**18 Further Assurance**

The Chargor (at its own cost) will on demand in writing by the Chargee execute and deliver (in such form as the Chargee may reasonably require) such deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts and things as the Chargee may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by this Deed or for facilitating the realisation of the Deposit charged by this Deed or the exercise of any rights of the Chargee under this Deed.

**19 Release**

- 19.1 Upon the payment or discharge in full of the Secured Liabilities, the Chargee shall, at the request and cost of the Chargor, take whatever action is necessary to re-assign, discharge, or release (without recourse or warranty) the Deposit from the security created by this Deed.
- 19.2 Any release, discharge or settlement between the Chargor and the Chargee shall be conditional upon no security, disposition or payment to the Chargee by the Chargor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition is not fulfilled the Chargor's liability under this Deed shall continue and the Chargee shall be entitled to enforce this Deed as if such release, discharge or settlement had not occurred and any such payment had not been made.

**20 Miscellaneous**

- 20.1 Nothing in this Deed shall exclude or restrict any duty or liability which the Chargee may owe to the Chargor under the Financial Conduct Authority's rules, the Prudential Regulation Authority's rules or any other law, regulation or rule that applies to the Chargee.
- 20.2 If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will be in any way affected or impaired.
- 20.3 No failure or delay by the Chargee in exercising any right or remedy under this Deed shall operate as a waiver, and no single or partial exercise shall prevent further exercise of any right or remedy.
- 20.4 The Chargee will be entitled to disclose to any member of the Chargee's group of companies, its auditors, advisors or applicable regulatory authority or any other person that enters or proposes to enter into any assignment, transfer, securitisation or other disposition of any part of any right or obligation in relation to the Secured Liabilities confidential information concerning this Deed or any arrangement made or to be made in connection with this Deed.
- 20.5 Save to the extent expressly provided to the contrary in this Deed, a third party (being any person other than the Chargor or the Chargee and their permitted successors and assigns) may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 and no consent of any third party is required for any amendment, variation or termination of this Deed.
- 20.6 A certificate by any duly authorised officer of the Chargee as to the amount of the Secured Liabilities or any part of them shall, in the absence of manifest error, be conclusive and binding on the Chargor.
- 20.7 The Chargee may at any time (without notice or consent) assign, transfer or otherwise dispose of in any manner it sees fit, all or any part of the benefit of this Deed (or all or any of its rights under this Deed) and/or any of its obligations under this Deed to any person. The Chargor may not assign, transfer or otherwise dispose of any part of the benefit or burden of this Deed or all or any of its rights under this Deed without the prior written consent of the Chargee.
- 20.8 This Deed may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Deed.
- 20.9 Should the Chargor comprise more than one individual or company (as applicable), each individual or company (as applicable) shall be jointly and severally liable for the Chargor's obligations under this Deed.
- 20.10 The Chargee may take action against, or release or compromise the liability of any individual or company (as applicable) comprising the Chargor, without affecting the liability of any other individual or company (as applicable) comprising the Chargor.

**21 Governing law**

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed according to the laws of England & Wales.

IN WITNESS whereof this Deed has been executed by the Chargor as a deed and signed by the Chargee and shall take effect on the day and year stated at the beginning of this document.

**Schedule 1**

**DEPOSIT ACCOUNT DETAILS**

Account Number:

Account Name: Essential Kensington Ltd – Harrington

Sort Code:

EXECUTION PAGE

The Chargor

EXECUTED as a DEED )  
by **Essential Kensington Limited,**  
acting by a director )

DocuSigned by:  
8799AA085E02452...  
Signature of director .....  
Tariq Usmani  
Name of director: .....

In the presence of:

DocuSigned by:  
FDEE831D456946D...

Witness signature .....  
Joseph Donkor  
Witness name .....  
50 Havelock Terrace SW8 4AL  
Witness address .....  
.....  
Chief Operating Officer  
Witness occupation .....

The Chargee

EXECUTED as a DEED by )  
**Nester Security Trustee Ltd** )  
acting by a director: ) .....  
Director

In the presence of:

Witness signature .....  
Witness name .....  
Witness address .....  
.....  
Witness occupation .....