



Registration of a Charge

Company Name: **BBS NT PARK CENTRAL (A) LIMITED**

Company Number: **10558373**



XCXUFEGR

Received for filing in Electronic Format on the: **28/02/2024**

Details of Charge

Date of creation: **26/02/2024**

Charge code: **1055 8373 0005**

Persons entitled: **QIB (UK) PLC**

Brief description:

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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: **BOODLE HATFIELD LLP (HAB)**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10558373

Charge code: 1055 8373 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th February 2024 and created by BBS NT PARK CENTRAL (A) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th February 2024 .

Given at Companies House, Cardiff on 1st March 2024

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 *26 February 2024*

BBS NT Park Central (A) Limited (1)
QIB (UK) plc (2)

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THIS ACCOUNT CHARGE IS MADE AS A DEED ON

26 February 2024 ~~2023~~

BETWEEN:

- (1) BBS NT PARK CENTRAL (A) LIMITED incorporated and registered in England and Wales with company number 10558373 whose registered office is at C/O Adisson Management Limited 104 Lancaster Gate, First Floor, London, England, W2 3NT (the Chargor); and
- (2) QIB (UK) PLC (company number 04656003) having its registered office at 43 Grosvenor Street, London W1K 3HL (the Bank).

NOW THIS DEED WITNESSES AS FOLLOWS:

1 Definitions and interpretation

1.1 Definitions

Terms defined in the Master Murabaha Agreement shall, unless otherwise defined in this Deed, have the same meaning in this Deed. In addition, the following definitions apply in this Deed:

Act means the Law of Property Act 1925;

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

Account Bank means QIB (UK) plc, 43 Grosvenor Street, London, W1K 3HL

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;

Master Murabaha Agreement: the Master Murabaha Agreement dated on or about the same date as this Deed between the Bank and the Chargor, as it may from time to time be amended, restated, novated or replaced (however fundamentally, including an alteration of the nature, purpose or period or the change of its parties);

Schedules means the schedules attached to this Deed; and

Secured Liabilities means all present and future obligations and liabilities of the Chargor to the Bank, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity and whether or not the Bank was an original party to the relevant transaction, and in whatever name or style, together with all profit and late payment charges accruing thereon and all costs, charges, fees, remuneration and expenses incurred by the Bank in respect of those obligations or liabilities, and Secured Liability means any one of these obligations.

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 (i.e. where a third party takes up the rights and obligations which duplicate those of one of the original parties to the agreement) 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 Master Murabaha Agreement but in case of any conflict between this Deed and the Master Murabaha Agreement, the Master Murabaha Agreement shall apply.

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

1.3 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.

2.2 If the Chargor shall fail to pay any amount under this Deed, the provisions in clause 6.7 (Late Payment) of the Master Murabaha Agreement 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 Bank, by way of first fixed charge, the Deposit and Deposit Account.

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

- (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 Bank) 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 Bank 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 Bank.

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 Bank.

5 Representations and Warranties

The Chargor represents and warrants to the Bank (which means that the Chargor promises that the following assertions are true and accurate) 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 Bank) 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

The undertakings set out in this clause 6 are essentially legally binding promises given by the Chargor to the Bank.

- 6.1 The Chargor shall not without the prior written consent of the Bank:-
 - (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 Bank) 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 Bank, grant in its favour (or as the Bank shall direct) such fixed or specific security or charge or assignment over all or any of the Deposit as the Bank 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 Bank, 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 Bank deposit with the Bank 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 Bank 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 Bank 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 Bank 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 (i.e. where a third party takes up the rights and obligations which duplicate those of one of the original parties to the agreement), transfer or termination (in whole or in part) of, any document relating to the Secured Liabilities or any exercise by the Bank (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 Bank 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 Bank 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 Bank, in respect of the Secured Liabilities.

7.5 Any settlement or discharge between the Chargor and the Bank shall be conditional upon no security or payment granted or made to the Bank 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 Bank) the Bank 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 Bank 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 Bank 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 Bank 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 (i.e. transfer) 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 (which limits the Bank's rights to enforce the security under this Deed until certain conditions have been met) will not apply to this Deed and the Bank 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 (which restricts the practice of consolidating mortgages (i.e. combining two or more mortgages into one)) will not apply to this Deed.

9.4 The Bank may exercise all or any of the powers referred to in this Deed in such manner and to such extent as the Bank 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 Bank 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 Bank 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 Bank 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 Bank 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 Bank under or in connection with this Deed, be paid or applied in payment or discharge of the Secured Liabilities provided that the Bank may, without prejudice to any other rights the Bank may have at any time and from time to time, place and keep for such time as the Bank 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 Bank or as the Bank thinks fit without any immediate obligation on the part of the Bank 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 Bank from the Chargor under this Deed may be applied by the Bank to any item of account or liability or transaction in such order or manner as the Bank may determine.

11 Protection of Third Parties

No purchaser or other person dealing with the Bank or any agent or delegate thereof shall be obliged or concerned to enquire whether the right of the Bank 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 Bank 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 Bank 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 Bank 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 Bank 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 Bank on any closed account. If the Bank does not open a new account or accounts, the Bank 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 Bank 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

- 13.1 The Chargor shall pay or reimburse to the Bank on demand all pre-agreed costs, charges and expenses including the Bank's legal fees (but excluding indirect losses) incurred or to be incurred by the Bank in the creation, registration and perfection of this Deed, which costs, charges and expenses shall form part of the Secured Liabilities.
- 13.2 The Chargor shall pay or reimburse to the Bank on demand (on a full indemnity basis) all actual direct costs, charges and expenses including the Bank's legal fees (but excluding indirect losses) incurred or to be incurred by the Bank in the enforcement, discharge and/or assignment (i.e. transfer) 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 Bank may be retained as cover for and/or applied by the Bank 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 Bank may select when due and payable by the Chargor but unpaid.

14.2 If the Bank 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 Bank seeks to exercise its rights, the Bank may use the currency of the credit balance to purchase an amount in the currency of the liability at the then prevailing Bank spot rate of exchange and to pay out of the credit balance all actual costs, charges and expenses incurred by the Bank in connection with that purchase.

14.3 The Bank 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 Bank.

15 Power of Attorney

15.1 The Chargor irrevocably and by way of security appoints the Bank 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 Bank 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 17.1 within 3 Business Days of notice from the Bank to do so.

16 Indemnity

16.1 The Bank and every attorney, manager, agent, employee or other person appointed by the Bank under or in connection with this Deed shall be indemnified (i.e. compensated) by the Chargor) in respect of all direct liabilities, actual costs, losses and expenses including the Bank'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 Bank 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 Bank.

17 Notices

17.1 Delivery

Clause 25 of the Master Murabaha Agreement shall apply to any notices given under this deed as if the same provisions were set out in full in this deed.

17.2 Receipt by Chargor

Any notice or other communication that the Bank gives to the Chargor shall be deemed to have been received:

- (a) if delivered by hand, at the time it is left at the relevant address;
- (b) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and
- (c) if by e-mail or any other electronic communication, when received in legible form.

A notice or other communication given as described in clause 17.2 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

17.3 Receipt by Bank

Any notice or other communication given to the Bank shall be deemed to have been received only on actual receipt.

17.4 Service of proceedings

This clause 17 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18 Further Assurance

The Chargor (at its own cost) will on demand in writing by the Bank execute and deliver (in such form as the Bank may reasonably require) such deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts and things as the Bank 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 Bank under this Deed.

19 Release

19.1 Upon the payment or discharge in full of the Secured Liabilities, the Bank shall, at the request and cost of the Chargor, take whatever action is necessary to re-assign (i.e. re-transfer), 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 Bank shall be conditional upon no security, disposition or payment to the Bank 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 Bank 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 Bank 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 Bank.

- 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 Bank 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 Bank will be entitled to disclose to any member of the Bank'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 Bank 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 Bank 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 Bank 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 (provided that where such transfer or assignment takes place without the Chargor's consent, it does not reduce the Chargor's rights under this Deed). 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 Bank.
- 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 Chargor, each Chargor shall be jointly and severally liable for the each Chargor's obligations under this Deed.
- 20.10 The Bank may take action against, or release or compromise the liability of, any individual comprising the Chargor, without affecting the liability of any other individual comprising the Chargor.

21 Governing law

21.1 Governing law

- 21.2 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.

- 21.3 The parties recognise and agree that the principle of the payment of interest is prohibited under Shariah and accordingly, to the extent that any legal system would (but for the provisions of this clause) impose (whether by contract or by statute) any obligation to pay interest, the parties hereby irrevocably and unconditionally expressly waive and reject any entitlement to recover interest from each other.

21.4 Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection

with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Bank to take proceedings against the Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

21.5 Other service

The Chargor irrevocably consents to any process in any legal action or proceedings under clause 21.4 being served on it in accordance with the provisions of this deed relating to service of notices. Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law.

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

Schedule 1

DEPOSIT ACCOUNT DETAILS

Account Bank: QIB (UK) plc
Account Number: 10439130
Account Name: BBS NT Park Central (A) Limited
Sort Code: 40 64 24

Execution Page for the Account Charge

The Chargor

EXECUTED as a DEED by BBS NT PARK
CENTRAL (A) LIMITED

acting by SALMAN HAYAT MALIK, a
director in the presence of:

Signature of director

Signature of witness

MICHAEL MANN

Address of witness

Occupation of witness

The Bank

EXECUTED as a **DEED** by)
QIB (UK) PLC)
acting by two authorised)
signatories duly authorised for and
on its behalf in the presence of a
witness

.....
Authorised signatory 1

Witness name:

Witness signature:

Witness address:.....
.....
.....

.....
Authorised signatory 2

Witness name:

Witness signature:

Witness address:.....
.....
.....