



Registration of a Charge

Company name: **THE SAMPLER (UK) LTD**

Company number: **05778079**

Received for Electronic Filing: **05/07/2018**



Details of Charge

Date of creation: **29/06/2018**

Charge code: **0577 8079 0005**

Persons entitled: **RITA PROTHERO**

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

Certified by: **ROYDS WITHY KING**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5778079

Charge code: 0577 8079 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th June 2018 and created by THE SAMPLER (UK) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th July 2018 .

Given at Companies House, Cardiff on 9th July 2018

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



Companies House



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

DATED 29 June 2018

THE SAMPLER (UK) LTD (1)
as Chargor

and

RITA PROTHERO (2)
as Lender

FLOATING CHARGE

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DATE OF FLOATING CHARGE

29 June

2018

PARTIES

- (1) **THE SAMPLER (UK) LTD** (Company Number 05778079) whose registered office is at 266 Upper Street, London N1 2UQ (the "**Chargor**"); and
- (2) **RITA PROTHERO** of 21 Retreat Road, Richmond, Surrey TW9 1NN (the "**Lender**").

THIS DEED WITNESSES THAT:

1 INTERPRETATION

1.1 Definitions

In this deed, unless the context otherwise requires:

"Administrator" means any person appointed under schedule B1 of the Insolvency Act 1986 to manage the Chargor's affairs, business and property;

"Charged Assets" means all assets of the Chargor described in clause 3.1 (*Floating Charge*);

"disposal" includes any sale, lease, sub-lease, assignment or transfer, Encumbrance, the grant of an option or similar right, the grant of any easement, right or privilege, the grant of a licence or permission to assign or sub-let, the creation of a trust or other equitable interest or any other proprietary right in favour of a third party, a sharing or parting with possession or occupation whether by way of licence or otherwise, and any agreement or attempt to do any of the foregoing and **"dispose"** and **"disposition"** shall be construed accordingly;

"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind securing or preferring any obligation of any person or any other arrangement having the effect of conferring rights of retention or set-off or other disposal rights over an asset (including, without limitation, title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing;

"Enforcement Date" means the date on which an Event of Default occurs or, if earlier, the date on which the Chargor requests the Lender to appoint an Administrator or a Receiver;

"Incapacity" means, in relation to a person, the insolvency, liquidation, dissolution, winding-up, administration, receivership, amalgamation, reconstruction or other incapacity of that person whatsoever (and, in the case of a partnership, includes the termination or change in the composition of the partnership);

"Loan Agreement" means the loan agreement dated on or about the date of this deed made between the Chargor as borrower (1) and the Lender (2) pursuant to which the Lender has agreed to make available to the Chargor a £175,000 loan for the purpose and on the terms set out therein;

"LPA" means the Law of Property Act 1925;

"Receiver" means any receiver and/or manager not being an administrative receiver (within the meaning of section 29(2) Insolvency Act 1986) appointed in respect of the Chargor or any of the Charged Assets;

"Secured Obligations" means all moneys, obligations and liabilities covenanted to be paid or discharged under or pursuant to clause 2.1 (*Covenant to pay*); and

"Subsidiary" shall have the meaning given to it in section a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.

1.2 Construction of certain references

Unless a contrary indication appears, a reference in this deed to:

- (a) the **"Lender"**, the **"Chargor"**, or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees, whether immediate or derivative;
- (b) clauses are to be construed as references to the clauses of this deed;
- (c) **"assets"** include all or part of any business, undertaking, real property, personal property, uncalled capital and any rights (whether actual or contingent, present or future) to receive, or require delivery of, or otherwise in respect of, any of the foregoing;
- (d) (or to any specified provision of) this deed or any other document shall be construed as references to this deed, that provision or that document as in force for the time being and as amended, supplemented, replaced or novated in accordance with the terms thereof or, as the case may be, with the agreement of the relevant parties and (where such consent is, by the terms of this deed or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior written consent of the Lender;
- (e) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
- (f) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- (g) any enactment or a provision of law shall be deemed to include references to such enactment or provision as re-enacted, amended or extended;
- (h) words importing the plural shall include the singular and vice versa;
- (i) a time of day is a reference to London time; and
- (j) Clause headings are for ease of reference only.

1.3 Effect as a deed

This deed is intended to take effect as a deed notwithstanding that the Lender may have executed it under hand only.

1.4 Loan Agreement definitions

Unless the context otherwise requires or unless otherwise defined in this deed, words and expressions defined in the Loan Agreement shall have the same meaning when used in this deed.

2 SECURED OBLIGATIONS

2.1 Covenant to pay

The Chargor hereby covenants that it will on demand pay to the Lender all moneys and discharge all obligations and liabilities now or hereafter due, owing or incurred by it to the Lender under the Loan Agreement and/or this deed whether express or implied, present, future or contingent when the same become due for payment or discharge, including interest and other lawful charges or expenses which the Lender or any Receiver may reasonably charge or incur in connection with the Loan Agreement and/or this deed, and so that interest shall be computed according to clause 3 (*Interest*) of the Loan Agreement.

2.2 Certificates conclusive

Any certificate or determination by the Lender as to any amount payable hereunder shall be conclusive and binding on the Chargor in the absence of manifest error.

3 CHARGE

3.1 Floating charge

The Chargor, with full title guarantee hereby grants to the Lender a floating charge over the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Chargor as a continuing security for the payment or discharge of the Secured Obligations.

3.2 Qualifying Floating Charge

The provisions of paragraph 14 of schedule B1 of the Insolvency Act 1986 apply to the floating charge in clause 3.1 (*Floating Charge*), which shall be enforceable at any time on or after the Enforcement Date.

3.3 Automatic crystallisation of floating charge

The floating charge created by clause 3.1 shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if:

a. the Chargor:

- i. creates, or attempts to create, without the prior written consent of the Lender, security or a trust in favour of another person over all or any part of the Charged Assets (except as expressly permitted by the terms of this deed or the Loan Agreement);
- ii. disposes, or attempts to dispose of, all or any part of the Charged Assets (other than Charged Assets that are only subject to the floating charge while it remains uncrystallised);

- b. any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Charged Assets; or
- c. a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Borrower.

3.4 Conversion of floating charge by notice

The Lender shall be entitled at any time by giving notice in writing to that effect to the Chargor to convert the floating charge over all or any part of the Charged Assets into a fixed charge as regards the assets specified in such notice, at any time after the Enforcement Date has occurred.

3.5 Assets acquired after any floating charge has crystallised

Any asset acquired by the Chargor after any crystallisation of the floating charge created under this deed that, but for that crystallisation, would be subject to a floating charge under this deed, shall (unless the Lender confirms otherwise to the Chargor in writing) be charged to the Lender by way of first fixed charge.

3.6 Appropriation

To the extent that any of the Charged Assets constitutes "**financial collateral**" and this deed and the obligations of the Chargor hereunder constitute a "**security financial collateral arrangement**" (in each case as defined in and for the purpose of, the Financial Collateral Arrangements (No. 2) Regulations 2005 (SI 2003 No. 3226) the Lender shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations.

4 REPRESENTATIONS AND UNDERTAKINGS

4.1 Beneficial ownership

The Chargor hereby represents and warrants to the Lender that it is the legal and beneficial owner of the Charged Assets.

4.2 Restriction on dealing with Charged Assets

The Chargor hereby undertakes with the Lender that, during the continuance of this security, the Chargor will not dispose of any Charged Asset otherwise than in the ordinary course of business.

5 FURTHER ASSURANCE

5.1 Further assurance

The Chargor shall promptly following a request by the Lender execute such further Encumbrances and assurances in favour or for the benefit of the Lender and do all such acts and things as the Lender shall from time to time reasonably require over or in relation to all or any of the Charged Assets for the purpose of exercising any of the Lender's or any Receiver's powers under this deed or to register, perfect or protect the Lender's security over the Charged Assets or any part thereof or to facilitate the realisation of the same.

5.2 Implied Covenants

The provisions of clause 5.1 (*Further assurance*) shall be in addition to and not in substitution for the covenants for further assurance deemed to be included in this deed by virtue of the Law of Property (Miscellaneous Provisions) Act 1994.

6 ENFORCEMENT

6.1 Enforcement

At any time on or after the Enforcement Date the Lender shall be entitled to make demand for payment of the Secured Obligations and if such demand is not met in full, to enforce the security (in whole or in part) created by this deed.

6.2 Powers of the Lender on enforcement

After the security constituted by this deed has become enforceable, the Lender may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Secured Assets.

6.3 Enforcement Powers

For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this deed.

The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable under clause 6.2.

Section 103 of the LPA 1925 does not apply to the security constituted by this deed..

6.4 Access to enforcement

At any time after the Lender has demanded payment of the Secured Obligations or if the Chargor defaults in the performance of its obligations under this deed or the Loan Agreement, the Chargor will allow the Lender or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Charged Asset and for that purpose to enter on any premises where a Charged Asset is situated (or where the Lender or a Receiver reasonably believes a Charged Asset to be situated) without incurring any liability to the Chargor for, or by any reason of, that entry.

At all times, the Chargor must use its best endeavours to allow the Lender or its Receiver access to any premises for the purpose of clause 6.4 (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.

6.5 Privileges

Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

6.6 No liability as mortgagee in possession

Neither the Lender nor any Receiver shall be liable, by reason of entering into possession

of a Charged Asset or for any other reason, to account as mortgagee in possession in respect of all or any of the Charged Assets, nor shall any of them be liable for any loss on realisation of, or for any act, default or omission for which a mortgagee in possession might be liable.

7 APPOINTMENT OF ADMINISTRATOR

7.1 Appointment

At any time on or after the Enforcement Date the Lender may appoint an Administrator of the Chargor for the purposes and upon the terms contained in schedule B1 of the Insolvency Act 1986.

7.2 No appointment

The Lender shall not, however, be entitled to appoint an Administrator solely as a result of the obtaining of a moratorium, or of anything done with a view to obtaining a moratorium, under the Insolvency Act 2000, without the leave of the court.

7.3 Administrator as agent

An Administrator shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts or defaults and for his remuneration.

8 APPOINTMENT AND POWERS OF RECEIVER

8.1 Appointment

At any time on or after the Enforcement Date the Lender may by instrument in writing executed as a deed or under hand appoint any person to be a Receiver of such part of the Charged Assets of the Chargor. Any such appointment may be made subject to such qualifications, limitations and/or exceptions (either generally or in relation to specific assets or classes of asset) as may be specified in the instrument effecting the appointment. Where more than one Receiver is appointed, each joint Receiver shall have power to act severally, independently of any other joint Receivers, except to the extent that the Lender may specify to the contrary in the appointment. The Lender may remove any Receiver so appointed and appoint another in his place.

8.2 Receiver as agent

Any Receiver shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts or defaults and for his remuneration.

8.3 General powers of Receiver

Any Receiver shall (except where expressly or impliedly excluded by any provision of this deed and subject to any limitations set out by the Lender in the relevant appointment) have all the powers conferred on mortgagees or receivers by law or any statute without the restrictions of section 103 of the LPA. Where there is any conflict or ambiguity between those powers and the provisions of this deed, the provisions of this deed shall prevail.

8.4 Additional powers of Receiver

In addition to but without limiting any of the powers referred to in Clause 8.3 (*General powers of Receiver*), any Receiver shall have the power to do or omit to do on behalf of

and at the expense of the Chargor (or otherwise) anything which the Chargor itself could do or omit to do if the Receiver had not been appointed, notwithstanding the liquidation, administration or other Incapacity of the Chargor. In particular (but without limitation) a Receiver shall have power to:

- (a) enter into, take possession of, collect and get in the Charged Assets over which he is appointed (the "**Receivership Assets**") and, for that purpose, to take such proceedings as may seem to him expedient;
- (b) sell or otherwise dispose of the Receivership Assets by public auction or private auction or private contract or, in Scotland, to sell, feu, hire out or otherwise dispose of the Receivership Assets by public group or private bargain;
- (c) raise or borrow money and grant security therefor over the Receivership Assets;
- (d) appoint a solicitor or accountant or other professionally qualified person to assist him in the performance of his functions;
- (e) bring or defend any action or other legal proceedings in the name and on behalf of the Chargor;
- (f) refer to arbitration any question affecting the Chargor;
- (g) effect and maintain insurances in respect of the business and property of the Chargor;
- (h) use the Chargor's seal;
- (i) do all acts and to execute in the name and on behalf of the Chargor any deed, receipt or other document;
- (j) draw, accept, make and endorse any bill of exchange or promissory note in the name and on behalf of the Chargor;
- (k) appoint any agent to do any business which he is unable to do himself or which can more conveniently be done by an agent and employ and dismiss employees;
- (l) do all such things (including the carrying out of works) as may be necessary for the realisation of the Receivership Assets;
- (m) make any payment which is necessary or incidental to the performance of his functions;
- (n) carry on the business of the Chargor;
- (o) establish Subsidiaries of the Chargor;
- (p) transfer to Subsidiaries of the Chargor the whole or any part of the business or Receivership Assets;
- (q) grant or accept a surrender of a lease or tenancy of any of the Receivership Assets and to take a lease or tenancy of any properties required or convenient for the business of the Chargor;
- (r) make any arrangement or compromise on behalf of the Chargor in respect of the

Receivership Assets;

- (s) sever and sell fixtures separately from the property to which they may be annexed upon any such terms as to indemnity as the Receiver may think fit;
- (t) call up any uncalled capital of the Chargor; and
- (u) rank and claim in the bankruptcy, insolvency, sequestration or liquidation of any person indebted to the Chargor and to receive dividends, and to accede to trust deeds for the creditors of any such person.

8.5 Remuneration

The Lender may from time to time determine the remuneration of any Receiver as it sees fit and free from the restrictions of section 109(6) LPA. A Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver in accordance with the current practice of his firm.

8.6 Lender's powers

Whilst this deed is enforceable, all the powers, authorities and discretions conferred by this deed (expressly or impliedly) on a Receiver may be exercised by the Lender whether or not any Receiver shall have been appointed.

9 APPLICATION OF PROCEEDS: PURCHASERS

9.1 Application of proceeds

All moneys received by the Lender or any Receiver shall be applied, after the operation of schedule B1 of the Insolvency Act 1986, in or towards satisfaction of the Secured Obligations be applied in the following order of priority (but without prejudice to the Lender's right to recover any shortfall from the Chargor):.

- i. in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Lender (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this deed, and of all remuneration due to any Receiver under or in connection with this deed;
- ii. in or towards payment of the Secured Obligations in any order and manner that the Lender determines; and
- iii. in payment of the surplus (if any) to the Chargor or other person entitled to it.

9.2 Protection of purchasers

No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Lender, any Receiver or any Administrator to exercise any of the powers conferred by this deed has arisen or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.

10 COSTS LIABILITIES AND INDEMNITIES

10.1 Enforcement costs

The Chargor hereby undertakes with the Lender to pay on demand all costs, charges and expenses properly incurred by or on behalf of the Lender, any Receiver or by any

Administrator in or about the enforcement of the security created by this deed.

10.2 No liability as mortgagee in possession

Neither the Lender nor any Administrator nor any Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets.

10.3 Indemnity

The Chargor hereby undertakes to indemnify and keep indemnified the Lender, any Administrator, any Receiver and any attorney, agent or other person appointed by the Lender under this deed and the Lender's officers and employees (each an "**Indemnified Party**") in respect of all costs, losses, actions, claims, expenses, demands or liabilities whether in contract, tort or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against, any of the Indemnified Parties (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising directly or indirectly out of or as a consequence of:

- (a) anything done or omitted in the exercise or purported exercise of the powers contained in this deed; or
- (b) any breach by the Chargor of any of its obligations under this deed.

10.4 Third Party Contract Rights

- (a) Each Indemnified Party referred to in clause 10.3 (*Indemnity*) shall have the benefit and may enforce the terms of this deed in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
- (b) Subject to clause 10.4(a) (*Third party contract rights*), a person who is not a party to this deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this deed.
- (c) Notwithstanding clause 10.4(a) (*Third party contract rights*), or any other provision of this deed, the Lender and the Chargor shall be entitled to agree variations to this deed without notifying the other Indemnified Parties or seeking the consent of such Indemnified Parties or any of them to the variation.

10.5 Value Added Tax

All fees, costs and expenses payable under or pursuant to this deed shall be paid together with an amount equal to any value added tax payable by the Lender in respect of the same. Any value added tax chargeable in respect of any services supplied by the Lender under this deed shall, on delivery of a value added tax invoice, be paid in addition to any sum agreed to be paid under this deed.

11 POWER OF ATTORNEY

11.1 Appointment

The Chargor by way of security hereby irrevocably appoints the Lender and any Administrator and/or any Receiver severally to be its attorney in its name and on its behalf, at any time on or after the Enforcement Date:

- (a) to do all things which the Chargor may be required to do under this deed;
- (b) to execute and complete any documents or instruments which the relevant party may require for perfecting the title of the Lender to the Charged Assets or for vesting the same in the Lender, its nominees or any purchaser;
- (c) to sign, execute, seal and deliver and otherwise perfect any further security document referred to in clause 5 (*Further Assurances*); and
- (d) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Lender, or any Receiver or any Administrator under this deed.

11.2 Ratification

The Chargor ratifies and confirms (and agrees to do so) whatever any such attorney shall do, or attempt to do, in the exercise of all or any of the powers, authorities and discretions pursuant to clause 11.1 (*Appointment*).

12 CONTINUING SECURITY AND OTHER MATTERS

12.1 Continuing security

This deed and the obligations of the Chargor under this deed shall extend to the ultimate balance from time to time owing in respect of the Secured Obligations and shall be a continuing security notwithstanding any intermediate payment, partial settlement or other matter whatsoever.

12.2 Immediate Recourse

The Lender shall not be obliged to make any claim or demand on the Chargor or any other person liable or to resort to any other means of payment before enforcing this deed and no action taken or omitted in connection with any other means of payment shall discharge, reduce, prejudice or affect the liability of the Chargor. The Lender shall not be obliged to account for any money or other property received or recovered in consequence of any enforcement or realisation of any other means of payment.

12.3 Settlements conditional

Any release, discharge or settlement between the Chargor and the Lender shall be conditional upon no security, disposition or payment to the Lender 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 Lender 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.

13 CURRENCIES

No payment by the Chargor of the Secured Obligations which is made in a currency other than Sterling shall discharge the obligation in respect of which it is made except to the extent of the net proceeds in Sterling received by the Lender upon the sale of the currency so received, after taking into account any premium and costs of exchange in connection with such sale. For the avoidance of doubt the Lender shall not be obliged to

accept any payment in a currency other than Sterling nor shall the Lender be liable to the Chargor for any loss or alleged loss arising from fluctuations in exchange rates between the date on which a payment is so received by the Lender and the date on which the Lender effect such sale, as to which the Lender shall (as against the Chargor) have an absolute discretion.

14 MISCELLANEOUS

14.1 Partial Invalidity

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 in any way be affected or impaired.

14.2 Remedies cumulative

No failure or delay on the part of the Lender to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

14.3 Successors and assigns

The Chargor hereby irrevocably appoints each successor and assign of the Lender to be its attorney in the terms and for the purposes set out in clause 11 (*Power of attorney*).

14.4 Consolidation

Section 93 of the LPA shall not apply to the security created by this deed or to any security given to the Lender pursuant to this deed.

14.5 Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of the Law of Property (Miscellaneous Provisions) Act 1989 any provisions of the Loan Agreement shall be deemed to be incorporated in this deed.

14.6 Counterpart

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

14.7 Amendments

No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

15 NOTICES

15.1 Communications in writing

Any communication to be made under or in connection with this deed shall be made in writing and, unless otherwise stated, may be made by fax or letter or electronic mail.

15.2 Addresses

- (a) The address, fax number and electronic mail address (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made or delivered under or in connection with this deed is that identified with its name below, or any substitute address, fax number, electronic mail address or department or officer as one party may notify to the other by not less than five Business Days' notice.
- (b) Every notice, request, demand or other communication under this deed shall be sent:
 - (i) to the Lender at:

Address: 21 Retreat Road, Richmond, Surrey TW9 1NN
Attention: Rita Prothero
 - (ii) to the Chargor at:

Address: 266 Upper Street, London, N1 2UQ
Fax Number: 0207 2266 555
Email Address Jamie@thesampler.co.uk
Attention: Jamie Hutchinson

15.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with this deed will only be effective:
 - (i) if by way of fax, when received in legible form;
 - (ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address; or
 - (iii) if by electronic mail, when actually received in readable form and in only if it is addressed in such a manner as the relevant party shall specify for this purpose,

and, if a particular department or officer is specified as part of its address details provided under clause 15.2 (*Addresses*), if addressed to that department or officer (or any substitute department or officer as the relevant party shall specify for this purpose).

15.4 English language

Any notice given or other document provided under or in connection with this deed must be in English.

16 GOVERNING LAW

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

17 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 (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation. Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower 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.


IN WITNESS whereof this deed has been executed and, on the date set out above, delivered as a deed.

SIGNATORIES


THE CHARGOR

SIGNED as a deed by **THE SAMPLER (UK) LTD** acting by two directors or by one director and the secretary, and delivered when dated:

Director
Signature
Name

: 
: Phil Beave

Director/Secretary
Signature
Name


: 
: Dawn Mannis

THE LENDER

SIGNED as a deed, and delivered when dated, by **RITA PROTHERO** in the presence of:



Witness
Signature
Name
Occupation
Address

: 
: CHRIS BRODY
: Banker
: 20, RETREAT ROAD
: RICHMOND, TW9 1NN