



Registration of a Charge

Company name: **BROADWAY LODGE LIMITED**

Company number: **01201899**



X9WG319U

Received for Electronic Filing: **18/01/2021**

Details of Charge

Date of creation: **15/01/2021**

Charge code: **0120 1899 0018**

Persons entitled: **TRIODOS BANK UK LIMITED**

Brief description: **BROADWAY LODGE, 37 TOTTERDOWN LANE, WESTON-SUPER-MARE, AVON, BS24 9NN WITH HM LAND REGISTRY TITLE NUMBER ST323102**

Contains fixed charge(s).

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:

FOOT ANSTEY LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1201899

Charge code: 0120 1899 0018

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th January 2021 and created by BROADWAY LODGE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th January 2021 .

Given at Companies House, Cardiff on 19th January 2021

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

Triodos Bank UK Limited - Legal Mortgage

For use by non-exempt corporate charities (including charitable industrial and provident societies and registered providers) securing their own indebtedness

This is an important document. You should take independent legal advice before signing and sign only if you want to be legally bound. If you sign and the bank is not paid, you could lose the asset charged.

Insert the date

This **Legal Mortgage** is made on
of deed

15th day of January 2020/2021

between:

Insert details as appropriate and delete unused alternatives.

Broadway Lodge Ltd, company registration number 01201899, whose registered office is at 37 Totterdown Lane, Weston-Super-Mare, Avon, BS24 9NN being a charity registered with The Charity Commission for England and Wales with charity number 269167 (the **Chargor**);

and

Full name(s) and address(es) of authorised representatives of the trustees of the Chargor

Reverend Peter Davis of 27 Oakford Avenue, Weston-super-Mare, BS23 3JL and **Mrs Catherine Sparks**, Birchwood House, Nye Road, Sandford, Winscombe, North Somerset, BS25 5QE in their capacity as managing trustees of the Chargor (the **Managing Trustees**)

and

TRIODOS BANK UK Limited a company registered in England & Wales with company number 11379025 whose registered office is at Deanery Road, Bristol BS1 5AS (the **Lender**).

This deed is in respect of, amongst other things, the following property:

Insert description of the property to be charged

The freehold property known as Broadway Lodge, 37 Totterdown Lane, Weston-Super-Mare, Avon, BS24 9NN (the **Property**)

If the Property is registered land insert these details

Title number(s)	Administrative Area
ST323102	North Somerset

Title to the Property is comprised in the following documents:

Date	Description (Conveyance/Lease Assignment/Assent etc)	Parties

Insurance Policy	each contract or policy of insurance effected or maintained from time to time in respect of the Property
LPA 1925	the Law of Property Act 1925
Permitted Security Interest	any Security Interest the Lender has consented to in writing
Receiver	a receiver and/or manager of any or all of the Charged Property but excluding a receiver or manager appointed under sections 77, 78 or 80 of the Charities Act 2011
Rent	all amounts payable to or for the benefit of the Chargor by way of rent, licence fee, service charge, dilapidations, ground rent and rent charge in respect of any part of the Property and other monies payable to or for the benefit of the Chargor in respect of occupation or usage of any part of the Property, including (without limitation) for display of advertisements on licence or otherwise
Report on Title	any report on or certificate of title relating to the Property supplied to the Lender by the Chargor (or on its behalf)
Secured Liabilities	all present and future monies, obligations and liabilities owed by the Chargor to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities
Security Interest	any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect
Security Period	the period starting on the date of this deed and ending on the date on which the Lender is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding
Valuation	any valuation relating to the Property supplied to the Lender by the Chargor (or on its behalf)
VAT	value added tax

1.2 Interpretation

In this deed:

and fittings) and fixed plant and machinery which are situated on or form part of the Property at any time;

- 1.4.2 the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;
- 1.4.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Chargor in respect of the Property and any monies paid or payable in respect of those covenants; and
- 1.4.4 all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

1.5 Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Facility Agreement and of any side letters between any parties in relation to the Facility Agreement are incorporated into this deed.

1.6 Third party rights

A third party (being any person other than the Chargor, the Lender and its permitted successors and assigns, any Receiver and any Delegate) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this deed.

1.7 Perpetuity period

If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1.8 Schedule

The Schedule forms part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedule.

2 Covenant to Pay

The Chargor shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due.

3 Grant of Security

3.1 Legal mortgage and fixed charges

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Lender:

- 3.1.1 by way of first legal mortgage, the Property; and
- 3.1.2 by way of first fixed charge:
 - (a) all its rights in each Insurance Policy, including the proceeds of any claims under each Insurance Policy, the Rent and the benefit of any guarantee or security in respect of the Rent to the extent not effectively assigned under clause 3.2;

4.2 Cautions against first registration and notices

Whether or not title to the Property is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is registered against the Chargor's title to the Property, the Chargor shall immediately provide the Lender with full particulars of the circumstances relating to such caution or notice. If such caution or notice was registered to protect a purported interest, the creation of which is not permitted under this deed, the Chargor shall immediately and at its own expense, take such steps as the Lender may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

5 Liability of the Chargor

5.1 Liability not discharged

The Chargor's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- 5.1.1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is or becomes wholly or partially illegal, void or unenforceable on any ground;
- 5.1.2 the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- 5.1.3 any other act or omission, which but for this clause 5.1 might have discharged, or otherwise prejudiced or affected, the liability of the Chargor.

5.2 Immediate recourse

The Chargor waives any right it may have to require the Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against the Chargor.

6 Representations and Warranties

6.1 Times for making representations and warranties

The Chargor makes the representations and warranties set out in this clause 6 to the Lender on the date of this deed, and they are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

6.2 Constitutional documents

This deed does not contravene any of the provisions of the Chargor's memorandum and articles of association, and/or any other constitutional documents of the Chargor and has been authorised and executed in accordance with the Chargor's constitution.

6.3 Ownership of Charged Property

The Chargor is the legal owner of the Charged Property and has good and marketable title to the Property.

6.4 No Security Interests

The Charged Property is free from any Security Interest other than Permitted Security Interests and the Security Interests created by this deed.

6.14 Enforceable security

This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Chargor and is and will continue to be effective security over all and every part of the Charged Property in accordance with its terms.

7 Covenants

The Chargor covenants with the Lender in the terms set out in the Schedule.

8 Powers of the Lender

8.1 Power to remedy

8.1.1 The Lender shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Chargor of any of its obligations contained in this deed.

8.1.2 The Chargor irrevocably authorises the Lender and its agents to do all such things as are necessary or desirable for that purpose.

8.1.3 Any monies expended by the Lender in remedying a breach by the Chargor of its obligations contained in this deed, shall be reimbursed by the Chargor to the Lender on a full indemnity basis and shall carry interest in accordance with clause 15.1.

8.1.4 In remedying any breach in accordance with this clause 8.1, the Lender, its agents and their respective officers, agents and employees shall be entitled to enter onto the Property and to take any action as the Lender may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or development.

8.2 Exercise of rights

The rights of the Lender under clause 8.1 are without prejudice to any other rights of the Lender under this deed. The exercise of any rights of the Lender under this deed shall not make the Lender liable to account as a mortgagee in possession.

8.3 Lender has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this deed on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Lender in relation to any of the Charged Property whether or not it has taken possession of any Charged Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

8.4 Conversion of currency

8.4.1 For the purpose of, or pending, the discharge of any of the Secured Liabilities, the Lender may convert any monies received, recovered or realised by it under this deed (including the proceeds of any previous conversion under this clause 8.4) from their existing currencies of denomination into such other currencies of denomination as the Lender may think fit.

8.4.2 Any such conversion shall be effected at the Lender's then prevailing spot selling rate of exchange for such other currency against the existing currency.

10 Enforcement of Security

10.1 Enforcement powers

10.1.1 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this deed, but the Lender shall not exercise such power of sale or other powers until the security constituted by this deed has become enforceable under clause 9.1.

10.1.2 Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by this deed.

10.2 Extension of statutory powers of leasing

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and/or by any other statute are extended so as to authorise the Lender and any Receiver, at any time after the security constituted by this deed has become enforceable, whether in its own name or in that of the Chargor, to:

10.2.1 grant any lease or agreement for lease;

10.2.2 accept surrenders of leases; or

10.2.3 grant any option of the whole or any part of the Property with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Chargor and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Lender or Receiver thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

10.3 Prior Security Interests

At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security Interest having priority to this deed shall have become exercisable, the Lender may:

10.3.1 redeem such or any other prior Security Interest;

10.3.2 procure the transfer of that Security Interest to itself; and/or

10.3.3 settle any account of the holder of any prior Security Interest.

The settlement of any such account shall be, in the absence of any manifest error, conclusive and binding on the Chargor. All monies paid by the Lender to an encumbrancer in settlement of such an account shall be, as from its payment by the Lender, due from the Chargor to the Lender on current account and shall bear interest at the default rate of interest specified in the Facility Agreement and be secured as part of the Secured Liabilities.

10.4 Protection of third parties

No purchaser, mortgagee or other person dealing with the Lender, any Receiver or Delegate shall be concerned to enquire:

10.4.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;

or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

11.5 Power of appointment exercisable despite prior appointments

The power to appoint a Receiver (whether conferred by this deed or by statute) shall be, and remain, exercisable by the Lender despite any prior appointment in respect of all or any part of the Charged Property.

11.6 Agent of the Chargor

Any Receiver appointed by the Lender under this deed shall be the agent of the Chargor and the Chargor shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lender.

12 Powers of Receiver

12.1 Powers additional to statutory powers

12.1.1 Any Receiver appointed by the Lender under this deed shall, in addition to the powers conferred on him by statute, have the powers set out in clause 12.2 to clause 12.20.

12.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.

12.1.3 Any exercise by a Receiver of any of the powers given by clause 12 may be on behalf of the Chargor, the directors of the Chargor or himself.

12.2 Repair and develop the Property

A Receiver may undertake or complete any works of repair, alteration, building or development on the Property and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

12.3 Grant or accept surrenders of leases

A Receiver may grant, or accept surrenders of, any leases or tenancies affecting the Property and may grant any other interest or right over the Property on such terms and subject to such conditions as he thinks fit.

12.4 Employ personnel and advisers

A Receiver may provide services and employ or engage, such managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on such terms and subject to such conditions as he thinks fit. A Receiver may discharge any such person or any such person appointed by the Chargor.

12.5 Make and revoke VAT options to tax

A Receiver may exercise or revoke any VAT option to tax as he thinks fit.

12.16 **Borrow**

A Receiver may, for any of the purposes authorised by this clause 12, raise money by borrowing from the Lender (or from any other person) either unsecured or on the security of all or any of the Charged Property in respect of which he is appointed on such terms as he thinks fit (including, if the Lender consents, terms under which such security ranks in priority to this deed).

12.17 **Redeem prior Security Interests**

A Receiver may redeem any prior Security Interest and settle the accounts to which the Security Interest relates. Any accounts so settled shall be, in the absence of any manifest error, conclusive and binding on the Chargor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

12.18 **Delegation**

A Receiver may delegate his powers in accordance with this deed.

12.19 **Absolute beneficial owner**

A Receiver may, in relation to any of the Charged Property, exercise all powers, authorisations and rights he would be capable of exercising, and do all such acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Charged Property or any part of the Charged Property.

12.20 **Incidental powers**

A Receiver may do all such other acts and things:

- 12.20.1 as he may consider desirable or necessary for realising any of the Charged Property;
- 12.20.2 as he may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law; or
- 12.20.3 which he lawfully may or can do as agent for the Chargor.

13 **Delegation**

13.1 **Delegation**

The Lender or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this deed (including the power of attorney granted under clause 17.1).

13.2 **Terms**

Any delegation may be made on such terms and conditions (including the power to sub-delegate) as the Lender or any Receiver may think fit.

13.3 **Liability**

Neither the Lender nor any Receiver shall be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

together with interest on those Costs, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant Cost arose until full discharge of that Cost (whether before or after judgment, liquidation, winding up or administration of the Chargor) at the rate and in the manner specified in the Facility Agreement.

15.2 Indemnity

The Chargor shall indemnify the Lender, each Receiver and each Delegate, and their respective employees and agents on a full indemnity basis in respect of all Costs incurred or suffered by any of them in or as a result of:

- 15.2.1 the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Charged Property;
- 15.2.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or
- 15.2.3 any default or delay by the Chargor in performing any of its obligations under this deed.

Any past or present employee or agent may enforce the terms of this clause 15.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

16 Further Assurance

- 16.1 The Chargor shall, at its own expense, take whatever action the Lender or any Receiver may reasonably require for:
 - 16.1.1 creating, perfecting or protecting the security intended to be created by this deed;
 - 16.1.2 facilitating the realisation of any of the Charged Property; or
 - 16.1.3 facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any of the Charged Property,
- 16.2 including, without limitation, if the Lender thinks it expedient, the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of, or intended to form part of, the Charged Property (whether to the Lender or to its nominee) and the giving of any notice, order or direction and the making of any registration.

17 Power of Attorney

17.1 Appointment of attorneys

By way of security, the Chargor irrevocably appoints the Lender, every Receiver and every Delegate separately to be the attorney of the Chargor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things which:

- 17.1.1 the Chargor is required to execute and do under this deed; and/or

Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

20.3.1 the Lender or its nominee may retain this deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Charged Property, for such period as the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and

20.3.2 the Lender may recover the value or amount of such security or payment from the Chargor subsequently as if such release, discharge or settlement had not occurred.

20.4 Certificates

A certificate or determination by the Lender as to any amount for the time being due to it from the Chargor shall be, in the absence of any manifest error, conclusive evidence of the amount due.

20.5 Rights cumulative

The rights and powers of the Lender conferred by this deed are cumulative, may be exercised as often as the Lender considers appropriate, and are in addition to its rights and powers under the general law.

20.6 Variations and waivers

Any waiver or variation of any right by the Lender (whether arising under this deed or under the general law) shall only be effective if it is in writing and signed by the Lender and applies only in the circumstances for which it was given, and shall not prevent the Lender from subsequently relying on the relevant provision.

20.7 Further exercise of rights

No act or course of conduct or negotiation by or on behalf of the Lender shall, in any way, preclude the Lender from exercising any right or power under this deed or constitute a suspension or variation of any such right or power.

20.8 Delay

No delay or failure to exercise any right or power under this deed shall operate as a waiver.

20.9 Single or partial exercise

No single or partial exercise of any right under this deed shall prevent any other or further exercise of that or any other right.

20.10 Consolidation

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this deed.

20.11 Partial invalidity

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this deed under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be

22 General

22.1 Charities Act 2011

22.1.1 The land charged is held by (or in trust for) the Chargor, a non-exempt charity, and this charge (or mortgage) is not one falling within section 124(9) Charities Act 2011, so the restrictions imposed by section 124 of that act apply.

22.1.2 By executing this deed, the Managing Trustees certify that:

- (a) the Chargor and the Charity Trustees have the power under the Chargor's trusts to effect this deed and that they have obtained and considered such proper written advice as is mentioned in section 124(2) of that Act; and
- (b) to the extent that the Property includes unregistered land, the restrictions on dispositions imposed by sections 117-121 of the Charities Act apply, subject to section 117(3) of that Act.

22.2 Limitation of liability

Notwithstanding any of the other terms of this deed, the total liability of the Charity Trustees under this deed shall be limited to the aggregate value from time to time of the assets of the Chargor, save to the extent that any of the Charity Trustees has breached their duties as a trustee of the Chargor.

22.3 Authority of the Managing Trustees

The Charity Trustees have, pursuant to s. 261 Charities Act 2011, conferred on the Managing Trustees the authority to execute in the names and on behalf of the Chargor this deed, the Facility Agreement and any other associated documents.

23 Governing Law and Jurisdiction

23.1 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 or claims) shall be governed by and construed in accordance with the law of England and Wales.

23.2 Jurisdiction

The parties to this deed irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises 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 Lender 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.

23.3 Other service

The Chargor irrevocably consents to any process in any proceedings under clause 23.2 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.

Schedule

Covenants

Part 1

General covenants

- 1 Negative pledge and disposal restrictions
 - 1.1 The Chargor shall not at any time, except with the prior written consent of the Lender:
 - 1.1.1 create, purport to create or permit to subsist any Security Interest on, or in relation to, any Charged Property other than any Security Interest created by this deed or any Permitted Security Interest;
 - 1.1.2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property; or
 - 1.1.3 create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.
- 2 Preservation of charged property

The Chargor shall not do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this deed.
- 3 Compliance with laws and regulations

The Chargor:

 - 3.1 shall not, without the Lender's prior written consent, use or permit the Charged Property to be used in any way contrary to law;
 - 3.2 shall:
 - 3.2.1 comply with the requirements of any law and regulation relating to or affecting the Charged Property or the use of it or any part of it;
 - 3.2.2 obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Charged Property or its use or that are necessary to preserve, maintain or renew any Charged Property; and
 - 3.2.3 promptly effect any maintenance, modifications, alterations or repairs to be effected on or in connection with the Charged Property that are required to be made by it under any law or regulation.
- 4 Enforcement of rights
 - 4.1 The Chargor shall use its best endeavours to:
 - 4.1.1 procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Chargor and forming part of the Charged Property of the covenants and other obligations imposed on such counterparty; and

- 2.1.2 make or permit to be made any material alterations to the Property or sever or remove or permit to be severed or removed any of its fixtures or fittings
- (except to make any necessary repairs or renew or replace the same in accordance with paragraph 1 of this Part 2 of the Schedule).
- 2.2 The Chargor shall promptly give notice to the Lender if the premises or fixtures or fittings forming part of the Property are destroyed or damaged.
- 3 Development restrictions
- 3.1 The Chargor shall not, without the prior written consent of the Lender:
- 3.1.1 make or, in so far as it is able, permit others to make any application for planning permission or development consent in respect of the Property; or
- 3.1.2 carry out or permit or suffer to be carried out on the Property any development as defined in each of the Town and Country Planning Act 1990 and the Planning Act 2008 or change or permit or suffer to be changed the use of the Property.
- 4 Insurance
- 4.1 The Chargor shall insure and keep insured (or where, in the case of any leasehold property, insurance is the responsibility of the landlord under the terms of the lease, either procure that the landlord insures and keeps insured or, if and to the extent that the landlord does not do so, itself insure and keep insured) the Charged Property against:
- 4.1.1 loss or damage by fire or terrorist acts;
- 4.1.2 other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Chargor; and
- 4.1.3 any other risk, perils and contingencies as the Lender may reasonably require.
- Any such insurance must be with an insurance company or underwriters and on such terms as are reasonably acceptable to the Lender and must be for not less than the replacement value of the Charged Property (meaning in the case of any premises on the Property, the total cost of entirely rebuilding, reinstating or replacing the premises in the event of their being destroyed, together with architects', surveyors', engineers' and other professional fees and charges for demolition and reinstatement) and loss of rents payable by the tenants or other occupiers of the Property for a period of at least three years.
- 4.2 The Chargor shall, if requested by the Lender, produce to the Lender the policy, certificate or cover note relating to any such insurance required by paragraph 4.1 of this Part 2 of the Schedule (or where, in the case of any leasehold property, such insurance is effected by the landlord, such evidence of insurance as the Chargor is entitled to obtain from the landlord under the terms of the relevant lease).
- 4.3 The Chargor shall, if requested by the Lender, procure that a note of the Lender's interest is endorsed upon or, if requested by the Lender, that the Lender is named as co-insured with the Chargor on each Insurance Policy maintained by it or any person on its behalf in accordance with paragraph 4.1 of this Part 2 of the Schedule and that the terms of each such Insurance Policy require the insurer not to invalidate the policy

create any legal or equitable estate or interest in the whole or any part of the Property);

8.1.3 let any person into occupation of or share occupation of the whole or any part of the Property; or

8.1.4 grant any consent or licence under any lease or licence affecting the Property.

9 No restrictive obligations

The Chargor shall not, without the prior written consent of the Lender, enter into any onerous or restrictive obligations affecting the whole or any part of the Property or create or permit to arise any overriding interest, easement or right whatsoever in or over the whole or any part of the Property.

10 Proprietary rights

The Chargor shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property, without the prior written consent of the Lender.

11 Compliance with and enforcement of covenants

11.1 The Chargor shall:

11.1.1 observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject and (if the Lender so requires) produce to the Lender evidence sufficient to satisfy the Lender that those covenants, stipulations and conditions have been observed and performed; and

11.1.2 diligently enforce all covenants, stipulations and conditions benefiting the Property and shall not (and shall not agree to) waive, release or vary any of the same.

12 Notices or claims relating to the Property

12.1 The Chargor shall:

12.1.1 give full particulars to the Lender of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority (a **Notice**) that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice; and

12.1.2 (if the Lender so requires) immediately, and at the cost of the Chargor, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Lender in making, such objections or representations in respect of any such Notice as the Lender thinks fit.

12.2 The Chargor shall give full particulars to the Lender of any claim, notice or other communication served on it in respect of any modification, suspension or revocation of any Environmental Licence or any alleged breach of any Environmental Law, in each case relating to the Property.

13.1 The Chargor shall:


- 19.1.2 agrees with the Lender that any monies received by the Lender under paragraph 19.1.1 of the Schedule shall not constitute the Lender as mortgagee in possession of the Property; and
- 19.1.3 shall, promptly following the Secured Liabilities becoming due and payable and upon instruction of the Lender, give notice to the relevant tenant, guarantor or surety of the assignment pursuant to clause 3.2.2 of the Chargor's rights and interest to the Rent and each guarantee or security in respect of the Rent and use reasonable endeavours to procure that each addressee of such notice promptly provides an acknowledgement of that notice to the Lender

The Chargor


Print the name of the Chargor.

Executed as a Deed by)
)
Broadway Lodge Ltd acting)
by:)

Print the name of each signatory.

Director: 
Signature:
Print name: **P. DAVIS**

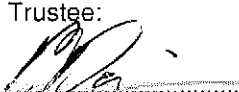
If signed on behalf of the Chargor by a single director in the presence of a witness print the name, occupation and address of the witness.

In the presence of:
Witness signature: 
Print name: **GILLIAN VOLANS**
Occupation: **ACCOUNTANT**
Address: **S BLACKBURN WAY, W-S-M**
BS24 7QT


Triodos reference number: Form 333


The Managing Trustees in their capacity as managing trustees of the Charity for an on behalf of the Charity Trustees

Print the name of the Managing Trustee

Signed as a Deed by:
Reverend Peter Davis
Managing Trustee:
Signature: 
Print name: **P. DAVIS**

Print the name, occupation and address of each witness.

In the presence of:
Witness signature: 
Print name: **GILLIAN VOLANS**
Occupation: **ACCOUNTANT**
Address: **S BLACKBURN WAY, W-S-M**
BS24 7QT

Signed as a Deed by:
Mrs Catherine Sparks
Managing Trustee:
Signature: 
Print name: **CATHERINE SPARKS**
In the presence of:
Witness signature: 
Print name: **GILLIAN VOLANS**
Occupation: **ACCOUNTANT**
Address: **S BLACKBURN WAY, W-S-M**
BS24 7QT