



**Registration of a Charge**

Company Name: **THE CHILDREN'S TRUST**

Company Number: **01757875**



Received for filing in Electronic Format on the: **09/03/2023**

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**Details of Charge**

Date of creation: **27/02/2023**

Charge code: **0175 7875 0003**

Persons entitled: **THE CHARITY BANK LIMITED**

Brief description: **ALL THAT FREEHOLD LAND AND PREMISES KNOWN AS TADWORTH COURT, TADWORTH, (KT20 5RU) AND LAND ON THE WEST SIDE OF TADWORTH STREET, BANSTEAD AS THE SAME IS REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER SY657245 AND SY366442**

**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: **BATES WELLS**



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

Company number: 1757875

Charge code: 0175 7875 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th February 2023 and created by THE CHILDREN'S TRUST was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th March 2023 .

Given at Companies House, Cardiff on 9th March 2023

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



**Companies House**



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

Dated 27 February 2023

(1) **THE CHARITY BANK LIMITED**

- and -

(2) **THE CHILDREN'S TRUST**

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## **LEGAL CHARGE**

relating to

Tadworth Court, Tadworth, (KT20 5RU)

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10 Queen Street Place, London EC4R 1BE

[bateswells.co.uk](http://bateswells.co.uk)

COUNTY AND DISTRICT: SURREY: REIGATE AND BANSTEAD

TITLE NO: 21/1<sup>st</sup> SY657245 and SY366442

PROPERTY: Tadworth Court, Tadworth, (KT20 5RU) and land on the west side of Tadworth Street, Banstead

THIS LEGAL CHARGE is made the 27 day of February 2023

BETWEEN:

- (1) **THE CHARITY BANK LIMITED** incorporated and registered in England and Wales under company number 4330018 whose registered office is at 182 High Street, Tonbridge, Kent, TN9 1BE as security trustee for the Secured Parties as defined in the Facilities Agreement ("the Chargee"); and
- (2) **THE CHILDREN'S TRUST** (company number 01757875 and registered with Charity number 288018) of Tadworth Court, Tadworth, Surrey, KT20 5RU ("the Chargor").

## 1. DEFINITIONS AND INTERPRETATION

In this Charge the following expressions shall except where the context otherwise requires have the meanings respectively ascribed to them:

- |                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"Charge"</b>                    | means this deed of charge and any deed or document supplemental hereto                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>"Default Rate"</b>              | means the rate of interest payable in accordance with the terms of any Finance Documents setting out the terms of the Sums Payable in relation to any amount which is not paid on the due date for payment;                                                                                                                                                                                                                                                                                                    |
| <b>"Facilities Agreement"</b>      | means the facility agreement dated on or about the date of this Charge and made between, amongst others, The Charity Bank Limited (in various capacities), Big Society Capital Limited (each as lender) and the Chargor (as borrower) (as amended, supplemented or varied from time to time);                                                                                                                                                                                                                  |
| <b>"Insured Risks"</b>             | fire explosion lightning impact flood storm or tempest freezing frost earthquake subsidence landslip groundswell or heave riot or civil commotion or vehicular impact bursting and overflowing of water tanks apparatus and pipes boiler heating plant or equipment discharge from sprinklers malicious damage aircraft and other aerial devices and items dropped from them leakage property owners' third party liabilities and such other risks as the Chargee may from time to time require to be covered; |
| <b>"Junior Security Documents"</b> | has the meaning given to it in a deed of priorities dated on or about today's date between, inter alia, the Chargee and the Chargor;                                                                                                                                                                                                                                                                                                                                                                           |
| <b>"Property"</b>                  | means all that freehold land and premises known as Tadworth Court, Tadworth, (KT20 5RU) and land on the west side of Tadworth Street, Banstead as the same is registered at the Land Registry under Title Number SY657245 and SY366442 and each and every part thereof including all rights powers easements and liberties attached or appurtenant thereto and including also buildings erected thereon;                                                                                                       |

<b>"Receiver"</b>	means any one or more receivers and/or managers appointed (whether alone or jointly) under or pursuant to this Charge or pursuant to any applicable law;
<b>"Security Interest"</b>	any charge, pledge, mortgage, lien or other security interest securing any obligations of any person or any other arrangement of any type whatsoever having the effect of conferring security or a similar effect;
<b>"Security Period"</b>	means the period starting on the date of this Charge and ending on the date on which the Chargee is satisfied that all the Sums Payable have been unconditionally and irrevocably paid and discharged in full and no further Sums Payable are capable of being outstanding; and
<b>"Sums Payable"</b>	means all present and future monies, obligations and liabilities owed by the Chargor to the Finance Parties pursuant to the Finance Documents, 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.

1.2 In the interpretation and construction of this charge:

- 1.2.1 Words and expressions defined in the Facilities Agreement will have the same meanings when used in this Charge, unless the context otherwise requires. In the case of inconsistency, definitions set out in the Facilities Agreement will prevail.
- 1.2.2 Words importing the singular number only shall include the plural number and vice versa and where there are two or more persons included in the expression "the Chargor" covenants contained in this Charge which are expressed to be made by the Chargor shall be deemed to be made by such persons jointly and severally.
- 1.2.3 Any reference to an Act of Parliament shall include any modification extension or re-enactment thereof for the time being in force and shall also include all instruments orders and regulations for the time being made thereunder or deriving validity therefrom.
- 1.2.4 The expression "the Chargor" shall include its successors in title and any person deriving title under the Chargor or entitled to redeem the security created by this Charge.
- 1.2.5 The expression "the Chargee" shall include the person deriving title under the Chargee and its successors in office.
- 1.2.6 The expression "this Charge" means this Charge and any document which is supplemental hereto or which is expressed to be collateral herewith or which is entered into pursuant to or in accordance with the terms hereof.
- 1.2.7 The headings in this Charge are inserted for convenience only and shall be ignored in construing the terms and provisions hereof.
- 1.2.8 Reference to a clause subclause or schedule without further definition shall be reference to the appropriately numbered clause subclause or schedule of this Charge.

- 1.2.9 1.2.9A reference to continuing in relation to an Event of Default means an Event of Default that has not been remedied or waived.

## 2. COVENANT TO PAY

- 2.1 The Chargor covenants with the Chargee that the Chargor will, on demand by the Chargee, pay and discharge to the Chargee the Sums Payable when they become due pursuant to this Charge.
- 2.2 If the Chargor shall fail to pay any amount under this Charge when it is due then such amount shall bear interest (after as well as before judgment and payable on demand) at the Default Rate from time to time from the due date until the date such amount is paid in full to the Chargee provided that there shall be no double counting of any default interest in respect of any amount with default interest accruing on such amount under any other Finance Document.

## 3. CHARGE

- 3.1 The Chargor with Full Title Guarantee **HEREBY CHARGES BY WAY OF LEGAL MORTGAGE** the Property with payment to the Chargee of and as a continuing security for the Sums Payable.
- 3.2 It is agreed and declared that it is the intent of the parties that the Sums Payable should be secured by way of legal mortgage but insofar as they cannot be so secured the Chargor **HEREBY CHARGES IN EQUITY** the Property with payment to the Chargee of and as a continuing security for the Sums Payable.
- 3.3 Insofar as the Property shall be hereby charged in equity and not by way of legal mortgage but not further or otherwise the Chargor **HEREBY DECLARES** that it holds the Property on trust for the Chargee to have such powers of sale as the Chargee would have under the charge by way of legal mortgage if it were valid and effective and the Chargee shall have full power to appoint itself and any other person or persons trustee or trustees in place of the Chargor in respect of the said trust.

## 4. THE CHARGOR'S COVENANTS

- 4.1 The Chargor covenants with the Chargee:
- 4.1.1 to keep or procure to be kept the Mansion House and all other listed buildings on the Property in a good and proper state of repair and condition to the satisfaction of the Chargee (acting reasonably) and insofar as any of the same become worn out and beyond repair to renew them and not to do any act or thing which may reduce or prejudice the value of the buildings or building works from time to time on the Property.
- 4.1.2 to execute and do at its expense all such works and things as may be directed or required by any national or local or other public authority to be executed or done upon or in respect of the Property or any part thereof.
- 4.1.3 to obtain all licenses, permissions and consents to execute and do all works and things and bear all expenses required or imposed by any existing or future legislation in respect of all works carried out on the Property or any part thereof or the user thereof.
- 4.1.4 to keep insured or procure to be kept insured the Property (including all buildings from time to time located thereon and all buildings in the course of construction) with reputable and responsible insurers against the Insured Risks in the full reinstatement value thereof (including architects' and surveyors' fees and demolition costs and the costs of shoring up) and to

ensure that the Chargee's interest is noted on such insurance policy and duly and punctually to pay and cause to be paid all premiums and other sums necessary for effecting and maintaining such insurance when the same shall become due and to produce to the Chargee on demand copies of the insurance policy and latest premium receipt.

- 4.1.5 to apply any monies received on any insurance of the Property (whether such insurance was effected by the Chargor or the Chargee and whether or not such insurance was effected in pursuance of clause 4.1.2) towards making good the loss or damage in respect of which the monies were received making up any shortfall out of its own money.
- 4.1.6 not to exercise any of the powers of leasing or agreeing to lease for periods of twenty-one years or more or of accepting surrenders of leases nor further to encumber the Property and not without the prior written consent of the Chargee to exercise any of the powers of leasing or agreeing to lease for periods of less than 21 years at a fine or premium or otherwise than at the full rent of the Property or the relevant part of it.
- 4.1.7 not to cause or permit any person to be registered under the Land Registration Act 1925 or any substituted statutory provision as the proprietor of the Property or any part thereof without the consent in writing of the Chargee and if the Chargee shall enter any caution against any such registration the costs so incurred shall be deemed to have been properly incurred as mortgages.
- 4.1.8 not to pull down, destroy, injure or commit any waste or in any manner or by any means intentionally or recklessly lessen the value of the Property.

## **5. ENFORCEMENT**

The security constituted by this Charge is immediately enforceable at any time when an Event of Default is continuing whereupon the Chargee may, without notice to the Chargor, in its absolute discretion:

- 5.1 enforce all or any part of this Charge (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 any asset which is secured in favour of the Chargee; and
- 5.2 whether or not it has appointed a Receiver, exercise all or any of the powers, authorisations and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Charge) on mortgagees and on any Receiver or otherwise conferred by law on mortgagees or Receivers and all other rights and powers conferred by this Charge.

## **6. THE CHARGEES RIGHT TO ENTER AND REPAIR**

- 6.1 If at any time the Chargor shall fail or shall be believed by the Chargee to have failed to perform any of the undertakings or covenants contained in clause 4 it shall be lawful for the Chargee (but the Chargee shall be under no obligation to do so):
  - 6.1.1 to enter the Property or any part thereof with agents appointed by it and architects contractors workmen and others and to execute such works and do such other things and/or to take such other steps on or in relation to the Property or any part thereof (including without limitation the payment of money) as may in the opinion of the Chargee be required to remedy such failure; and

6.1.2 to take such other steps and do such things as may in the opinion of the Chargee be required to remedy such failure including without limitation insuring the Property against the Insured Risks in the full reinstatement value thereof

6.2 The cost to the Chargee of any works and steps carried out or taken under this clause 5 shall be reimbursed by the Chargor to the Chargee on demand and until so reimbursed shall carry interest at the Default Rate from the date of payment by the Chargee to the date of reimbursement payable on the usual quarter days and the charge for such expenses and interest which exists by virtue of clause 3 of this Charge shall be in addition and without prejudice to any and every other remedy, lien or other security which the Chargee may have or but for the said charge would have for the recovery of the same.

6.3 No exercise by the Chargee of its powers under this clause 5 shall render the Chargee liable to account as a mortgagee in possession.

## 7. POWER OF SALE AND CONSOLIDATION OF SECURITIES

7.1 At any time when the security constituted by this Charge is enforceable, the Chargee may at its discretion and without being responsible for any loss or damage which may arise in connection therewith and without any consent by the Chargor:

7.1.1 enter upon or take possession of the Property or any part thereof; and

7.1.2 exercise any power which a Receiver appointed by it could exercise.

7.2 At any time when the security constituted by this Charge is enforceable, the Chargee may without giving notice thereof to the Chargor appoint any person (whether an officer of the Chargee or not) to be a Receiver of the Property or any part thereof. Where more than one Receiver is appointed each joint Receiver shall have power to act severally independently of any other joint Receiver unless the Chargor specifies in the appointment to the contrary. The Chargee may in like manner remove any such Receiver and appoint another in his place and may at the time of appointment or at any time thereafter fix the remuneration of any Receiver so appointed and any Receiver so appointed shall have and be entitled to all powers rights privileges and immunities conferred by the Law of Property Act 1925.

## 8. THE CHARGEES REMEDIES RELATIVE TO THE PROPERTY

8.1 Notwithstanding clause **Error! Reference source not found.** the statutory powers of sale and of appointing a Receiver which in relation to the Property are conferred upon the Chargee by Section 101 of the Law of Property Act 1925 as varied and extended by this Charge and all of the other powers conferred upon the Chargee by this clause 9.1 shall in favour of any purchaser (as defined in Section 205 of that Act) or person dealing in good faith with the Chargee or any Receiver appointed hereby be deemed to arise and be exercisable immediately after the execution of this Charge.

8.2 Any Receiver of the Property to be appointed pursuant to this Charge shall be appointed by the Chargee in writing and the Chargee may at any time and from time to time in writing remove any Receiver so appointed and appoint another in his place.

8.3 Any Receiver of the Property who is so appointed shall in relation to the whole or any part of the Property have all the powers conferred on mortgagees under Sections 99-101 of the Law of Property Act 1925 and those set out in Schedule 1 to the Insolvency Act 1986 and shall have power to do all or any of the following things either in his own name as agent for or in the name of the Chargor:

8.3.1 to enter upon and take possession of the whole or any part of the Property



- 8.3.2 to grant options, licences or any other interests in the Property
- 8.3.3 to do any repairs and make any structural or other alterations improvements or additions in or to the Property and purchase or otherwise acquire any materials articles or things and do anything else in connection with the Property which the Receiver may think desirable for the purpose of making productive or increasing the letting or market value of the Property
- 8.3.4 to institute carry on and conduct services of lighting heating and cleansing and all other services which may be deemed proper for the efficient use or management of the Property
- 8.3.5 to reconstruct alter improve decorate furnish and maintain the whole or any part of the buildings on the Property
- 8.3.6 to effect such insurances as he shall in his absolute discretion think fit
- 8.3.7 to sell and convey all or any part of the Property by public auction tender private treaty with or without advertisement in such lot or lots and at such price or prices and otherwise upon such terms and conditions as he shall in his absolute discretion think fit and in connection with which, to receive the consideration for the sale in a lump sum or in instalments and to receive shares by way of consideration
- 8.3.8 to appoint hire and employ and to remunerate agents servants attendants builders workmen and others on such terms and generally in such manner as he shall think fit either in connection with any exercise by him of any of the foregoing powers or otherwise for any purpose connected with the Property or any part thereof and to discharge any agent servant attendant workman or other person so appointed hired or employed
- 8.3.9 generally to manage the Property and to exercise and do in relation to the Property or any part thereof all such powers authorities and things as he would be capable of exercising and doing if he were the absolute beneficial owner of the Property
- 8.3.10 retain his remuneration and all costs charges and expenses incurred by him out of any money received by him
- 8.3.11 do all such other acts and things as he may consider incidental or conducive to the exercise of any of the powers aforesaid
- 8.4 The following provisions shall apply with regard to the appointment powers rights and duties of a Receiver of the Property appointed pursuant to this Charge:
  - 8.4.1 any such appointment may be made either before or after the Chargee shall have entered into or taken possession of all or any part of the Property
  - 8.4.2 any Receiver may (at the absolute discretion of the Chargee) be appointed either Receiver of the whole of the Property or Receiver of such part or parts thereof as may be specified in the appointment and in such latter event the powers herein conferred on a Receiver shall have effect as though every reference therein to "the Property" were a reference to the part or parts of the Property so specified
  - 8.4.3 a Receiver shall in the exercise of his powers authorities and discretions conform to any regulations and directions from time to time made and given by the Chargee

- 8.4.4 the Chargee may from time to time fix the remuneration of any Receiver and direct payment of such remuneration out of monies accruing to him in the exercise of his powers as such Receiver but the Chargor alone shall be liable for the payment of such remuneration
- 8.4.5 the Chargee may from time to time and at any time require any Receiver to give security for the due performance of his duties as Receiver and may fix the nature and amount of the security to be so given.
- 8.4.6 save insofar as otherwise directed by the Chargee all monies from time to time received by a Receiver shall be applied by him in the following order:
  - 8.4.6.1 in payment of all proper costs charges and expenses of and incidental to his appointment under this Charge and the exercise of all or any of his powers including his remuneration and all outgoings properly paid by him
  - 8.4.6.2 in or towards payment of any debts or other amounts which are by statute made payable in preference to the Sums Payable to the extent that those debts or other amounts are made so payable.
  - 8.4.6.3 in or towards payment to the Chargee of the Sums Payable and all other monies due to the Chargee under this Charge in the order which the Chargee determines in his absolute discretion
  - 8.4.6.4 in payment of any surplus to the Chargor or other person or persons entitled thereto
- 8.4.7 subject as mentioned below any Receiver may for the purpose of defraying any costs charges losses or expenses (including his remuneration) which shall be incurred by him in the exercise of the powers authorities and discretions vested in him and for any other purposes raise and borrow money on the security of the whole or any part of the Property either in priority to the charge created by this Charge or otherwise and at such rate or rates of interest and generally on such terms and conditions as he may think fit and no person lending any such money shall be concerned to enquire as to the propriety or purpose of the exercise of this power or to see to the application of any moneys so raised or borrowed **PROVIDED THAT** a Receiver shall not exercise this present power without first obtaining the written consent of the Chargee but the Chargee shall not be liable to any person by reason of its giving or refusing such consent whether absolutely or subject to any limitation or condition.
- 8.4.8 every such Receiver shall be the agent of the Chargor for all purposes and the Chargor alone shall be responsible for his contract engagements acts omissions defaults loss and misconduct and for his remuneration and the Chargee shall not incur any liability therefore (either to the Chargor or to any other person whatsoever) by reason of its making his appointment as such Receiver or of its having made or given any regulation or direction pursuant to clause 8.4.3 or for any other reason whatsoever.
- 8.5 All or any of the powers authorities and discretions which are conferred either expressly or impliedly upon a Receiver of the whole of the Property by clauses 8.3 and 8.4 or otherwise howsoever by this Charge may be exercised by the Chargee in relation to the whole or any part of the Property without first appointing a Receiver of the Property or any part thereof or notwithstanding the appointment of a Receiver of the Property or any part thereof

- 8.6 The restrictions contained in section 109 of the Law of Property Act 1925 shall not apply to this Charge and the powers conferred by this Charge in relation to the Property or any part thereof on the Chargee or on any Receiver of the Property or any part thereof shall be in addition to and not in substitution for the powers conferred on mortgagees or receivers under the Law of Property Act 1925 which shall apply to the security over the Property created by this Charge except insofar as they are expressly or impliedly excluded and where there is any ambiguity or conflict between the powers contained in that Act and those conferred by this Charge then the terms of this Charge shall prevail.
- 8.7 The Chargee may at any time and from time to time delegate by power of attorney or in any other manner to any person or persons or fluctuating body of persons all or any of the powers authorities and discretions which are for the time being exercisable by the Chargee (either pursuant to clause 8.5 or otherwise howsoever under this Charge) in relation to the Property or any part thereof and any such delegation may be made upon such terms and conditions and regulations as the Chargee may think fit and the Chargee shall not be in any way liable or responsible to the Chargor for any loss or damage arising from any act default omission or misconduct on the part of such delegate.
- 8.8 If the Chargee or any Receiver appointed by the Chargee or any such delegate as aforesaid shall enter into possession of the Property or any part thereof it or he may from time to time at pleasure go out of such possession and shall not be liable to account as mortgagee in possession while in fact out of such possession provided that notice of such fact shall within 14 days after its happening be served on the Chargor.
- 8.9 The Chargee and any Receiver shall not in any circumstances by reason of its taking possession of the Property or any part thereof or for any other reason whatsoever and whether as mortgagee in possession or on any other basis whatsoever be liable to account to the Chargor for anything except the their own actual receipts or be liable to the Chargor for any loss or damage arising from any realisation, sale or other disposal of the Property or any part thereof (whether or not a better price could or might have been obtained by deferring or advancing the date of the same) or from any act default or omission of the Chargee or any Receiver in relation to the Property or any part thereof or from any exercise or non-exercise by them of any power authority or discretion conferred upon it in relation to the Property or any part thereof by or pursuant to this Charge or by the Law of Property Act 1925 unless such loss or damage shall be caused by their own fraud.
- 8.10 All the provisions of clause 8.1 shall apply in relation to the liability of any Receiver of the Property or any part thereof and in respect of the liability of any such delegate as aforesaid in all respects as though every reference in clause 7.2 to the Chargee were instead a reference to such Receiver or (as the case may be) to such delegate.
- 8.11 The Chargor shall execute and do all such assurances acts and things as the Chargee may reasonably require for protecting the security over the Property created by this Charge or for facilitating the realisation of the Property and the exercise of all powers authorities and discretions vested in the Chargee or in any Receiver of the Property or any part thereof or in any such delegate as aforesaid and shall in particular execute all transfers conveyances assignments and assurances of the Property whether to the Chargee or to its nominees and give all notices orders and directions which the Chargee may think expedient and for the purposes of this clause 8.11 a certificate in writing by the Chargee to the effect that any particular assurance act or thing required by it is reasonably required shall be conclusive evidence of such fact.
- 8.12 The Chargor by way of security agrees to irrevocably appoint the Chargee and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be necessary to:

- 8.12.1 carry out or fulfil any obligation imposed on the Chargor by any Finance Document or by this Charge (including the execution and delivery of any deeds, charges, assignments, notices or other security and any transfers of any asset which is secured in favour of the Chargee) which the Chargor has not done within any applicable required time period; and/or
- 8.12.2 enable the Chargee or any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to any Finance Document, by this Charge or by law (including, at any time when the security constituted by this Charge is enforceable, the exercise of any right of a legal or beneficial owner of any asset which is secured in favour of the Chargee).
- 8.13 The Chargor agrees to ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of the powers exercised under clause 8.12.
- 8.14 No person or persons dealing with the Chargee or with any Receiver of the Property or any part thereof appointed by the Chargee or with any such delegate shall be concerned to enquire whether any event has happened upon which any of the powers authorities and discretions conferred by or pursuant to this clause 8.12 or otherwise conferred by or pursuant to this Charge in relation to the Property or any part thereof are or may be exercisable by the Chargee or by any such Receiver or delegate or otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such powers and all the protection to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with the Chargee or any such Receiver or delegate in like manner as if the statutory powers of sale and of appointing a Receiver in relation to the Property had arisen and become exercisable on the date of this Charge and had not been varied or extended by this Charge.

## **9. MISCELLANEOUS**

- 9.1 The security on the Property created by this Charge shall not be released or discharged or in any way prejudiced or affected by time being given to the Chargor or by any variation in the provisions of this Charge or by any other concession or indulgence granted to the Chargor or by any other act omission forbearance matter or thing whatsoever whereby the Chargor or the said Charge would but for the provisions of this clause 9.1 have been released discharged prejudiced or affected.
- 9.2 The security upon the Property created by this Charge shall not be considered satisfied or discharged by any intermediate payment of any part or parts of the Sums Payable but shall constitute and be a continuing security to the Chargee notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not operate so as in any way to prejudice or affect the security which the Chargee may now or at any time hereafter hold for or in respect of the Sums Payable.
- 9.3 The Chargee may from time to time allocate any monies received by it to the repayment of the principal amount of monies due before the interest or the whole of the interest remaining unpaid or payable hereunder has been paid but such alteration in the order of the payment of the principal amount of the monies due and interest shall not prejudice the right of the Chargee to receive the principal amount of the monies due and interest to which it would have been entitled if the power conferred by this clause 9.3 had not been exercised but the primary order of payment had been observed.
- 9.4 No consent or approval to be given by or on behalf of the Chargee under this Charge shall be valid unless in writing.

- 9.5 Any notice to be given or served by a party pursuant to this Charge shall be in writing and may be:
- 9.5.1 given or served by that party or its solicitors; and
- 9.5.2 given to or served upon the party to be served or its solicitors
- 9.6 Any such notices may (in addition to any other valid method of service) be given or served
- 9.6.1 by sending the same by registered or recorded delivery post addressed to the party to or upon whom it is to be given or served at the address for that party given in this Charge or such other address in the United Kingdom as that party may by notice to the other parties hereto or their solicitors stipulate as that party's address for service of notices pursuant to this Charge or if no such address is given or stipulated at that party's last known address and any notice so given or served shall be deemed to be received and the date on which it is given or served shall be deemed to be 48 hours after posting.
- 9.7 The Chargor will apply within twenty one (21) days of the date hereof to the Land Registry to register this Charge and for a restriction in the following terms to be entered on the registers of the title of the Property:
- "No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated { } 2022 in favour of The Charity Bank Limited of { } referred to in the charges register or their conveyancer."
- 9.8 The Chargor will promptly following the date of this Charge and on an ongoing basis afterwards take all such other steps as are necessary or may reasonably be requested by the Chargee to create, perfect, protect or maintain the security created, or purported to be created, by or pursuant to this Charge or to facilitate the exercise of any of the rights, powers and remedies of the Chargee provided by or pursuant to this Charge or by law, including making all filings and registrations (if requested by the Chargee) with and paying all taxes and duties to the appropriate authorities (including Companies House and the Land Registry).
- 9.9 The Chargor must, if requested by the Chargee, execute in favour of the Chargee (or as the Chargee directs) any further legal or other assignments or mortgages of, or charges on, the Property which the Chargee requires to secure the payment and discharge of the Sums Payable provided that any such assignments, mortgages or charges are on terms which are no less onerous to the Chargor than the terms of this Charge.
- 9.10 Subject and without prejudice to clause 11.16 below, the Chargee will at the request and cost of the Chargor duly discharge the security over the Property created by this Charge upon the irrevocable and unconditional payment and discharge in full of the whole of the Sums Payable.
- 9.11 This Charge shall be governed by and shall be construed in accordance with English Law and the Chargor and the Chargee hereby submit to the jurisdiction of the English Courts in respect of any proceedings hereunder.
- 9.12 If any one or more of the provisions in this Charge is or becomes invalid illegal or unenforceable in any respect under any law or regulation the validity legality and enforceability of the remaining provisions of this Charge shall not be in any way affected or impaired thereby.

- 9.13 This Charge shall be binding upon and inure to the benefit of the Chargee and the Chargor and their respective successors and permitted assigns and references in this Charge to any of them shall be construed accordingly.
- 9.14 The Chargor may not assign or transfer all or any part of its rights and/or obligations hereunder.
- 9.15 The Chargee may freely assign or transfer all or any of its rights and/or obligations hereunder to any person to whom the Chargee's rights and benefits under the Facilities Agreement are assigned.
- 9.16 At the end of the Security Period (but not otherwise), the Chargee shall, at the request and cost of the Chargor, take whatever action is necessary to release the assets of the Chargor which are subject to security created by this Charge from the security constituted by this Charge.
- 9.17 Any release, settlement, satisfaction or discharge (each a "Release") between the parties will be conditional upon no security disposition or payment (each a "Relevant Security") made or given to the Chargee being avoided reduced set aside rendered unenforceable or required to be paid away by virtue of any provisions requirement or enactment whether relating to bankruptcy insolvency liquidation or otherwise at any time in force or by virtue of any obligation to give effect to any preference or priority and if such Relevant Security is so avoided reduced set aside rendered unenforceable or required to be paid away such Release and/or notification will be void and to no effect and the Chargee may recover the full amount or value of (as the case may be) the reduction in the amount or value of any such Relevant Security from and to enforce this Charge against the Chargor as if such Release had not taken place and/or such notification had not been made.
- 9.18 No failure to exercise and no delay in exercising on the part of the Chargee any right power or privilege under this Charge shall operate as a waiver thereof nor shall any single or partial exercise of any right power or privilege preclude any other or further exercise thereof or the exercise of any other right power or privilege.
- 9.19 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Charge and accordingly the parties to this Charge do not intend that any third party shall have any rights in respect of this Charge by virtue of that Act.


#### **10. CHARITY PROVISIONS**

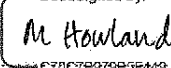
- 10.1 The Property charged is held by or in trust for The Children's Trust a non-exempt charity and this charge is not one falling within section 124(9) of the Charities Act 2011 so that the restrictions imposed by section 124 of that Act apply.
- 10.2 The Authorised Signatories to this Deed certify that they have the power under the provisions establishing The Children's Trust as a charity and regulating its purposes and administration to effect this charge and that they have obtained and considered such advice as is mentioned in section 124(2) of the said Act.

**IN WITNESS** whereof the parties hereto have executed this Charge as a deed the day and year first before written

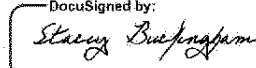
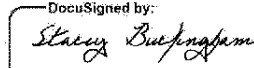
**CHARGE**

**EXECUTED** as a **DEED** by **THE CHARITY BANK LIMITED** acting by two authorised signatories acting under a power of attorney:

Name of Attorney Caspar MacKay Signature  DocuSigned by: E83BA48F8E5547B...

Name of Attorney Mark Howland Signature  DocuSigned by: 67D679979B5F449...

In the presence of:

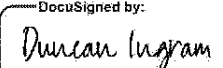
Signature of Witness:  DocuSigned by: C0DC836670B74F5...  DocuSigned by: C0DC836670B74F5...

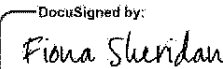
Name: Stacey Buckingham Stacey Buckingham

Address: Fosse House, 182 High Street, Tonbridge, Kent, TN9 1BE Fosse House, 182 High Street, Tonbridge, Kent, TN9 1BE

**CHARGOR**

**EXECUTED** as a **DEED** by **THE CHILDREN'S TRUST** )  
acting by a director and its secretary or by two )  
directors: )

 DocuSigned by: BC310DBE8E8948B...  
[Director/Trustee/Authorised Signatory]

 DocuSigned by: 9DD2AAF65E4643E...  
[Director/Trustee/Authorised Signatory]

The certification stated in clause 10.2 of this Deed is given by the directors of The Children's Trust authorised to give the certification contained within clause 10.2 of this Deed pursuant to a resolution made under section 333 of the Charities Act 2011.