



Registration of a Charge

Company name: **GRAINMARKET PROPERTIES LIMITED**

Company number: **03054080**



X5F04FTN

Received for Electronic Filing: **07/09/2016**

Details of Charge

Date of creation: **02/09/2016**

Charge code: **0305 4080 0039**

Persons entitled: **C.HOARE & CO.**

Brief description: **THE FREEHOLD LAND KNOWN AS LLOYDS BANK HOUSE, HEADLEY ROAD, GRAYSHOTT, HINDHEAD, GU26 6LG REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER HP521530. THE LEASEHOLD LAND KNOWN AS 24 ATLANTIC CLOSE, SOUTHAMPTON, SO14 3TA REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER HP519118**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

SQUIRE PATTON BOGGS (UK) LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3054080

Charge code: 0305 4080 0039

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd September 2016 and created by GRAINMARKET PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th September 2016 .

Given at Companies House, Cardiff on 8th September 2016

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

THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND ONLY SIGN IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND THE BANK IS NOT PAID THE BANK MAY ENFORCE ITS RIGHTS UNDER THIS CHARGE.

LEGAL CHARGE

THIS LEGAL CHARGE is made the 2nd day of September 2016

BETWEEN:

(1) GRAINMARKET PROPERTIES LIMITED (03054080)
of BRIDEWELL CLATE, 9 BRIDEWELL PLACE, LONDON EC4V 6AU
and
of ("the Mortgagor") and

(2) C. HOARE & CO. whose principal address is 37 Fleet Street, London, EC4P 4DQ ("the Bank")

WITNESSETH as follows:

1. Definitions

In this Legal Charge:

"the Property" means the property described in the First Schedule to this Legal Charge and includes any part of it and all buildings and fixtures from time to time on the property

"the Prior Charges" means the charge or charges (if any) over the Property set out in the Second Schedule

"Regulated Agreement" means an agreement for an advance by the Bank by way of loan account which is a regulated agreement as defined by the Consumer Credit Act 1974 ("the 1974 Act") and which expressly states that the advance is secured by this Legal Charge

"Overdraft Agreement" means a debtor-creditor agreement as defined by the 1974 Act enabling the debtor to overdraw on current account in respect of which the Director General of Fair Trading has made a determination under section 74(3) of the 1974 Act

"Mortgagor's Liabilities" means all moneys and liabilities in any currency which may now or at any time in the future be owing or incurred by the Mortgagor to the Bank on any account or in any manner (whether actual or contingent, alone or jointly with another or others, as principal or as surety) together with the Bank's charges and commission, Interest and Expenses but excluding any liability arising under any agreement regulated by the 1974 Act other than a Regulated Agreement or an Overdraft Agreement

"Interest" means interest at the rate or rates charged to the Mortgagor by the Bank from time to time:

- (a) in relation to a liability arising under a Regulated Agreement, as provided for in that agreement, and
- (b) in relation to any other liability, as agreed with or notified to the Mortgagor or in the absence of agreement or notification in accordance with the Bank's usual practice, calculated on a daily basis (notwithstanding any demand made or judgment obtained by the Bank) to the date of payment or discharge of the liability and compounded according to agreement or in the absence of agreement according to the Bank's usual practice

We hereby certify that this is a
true and correct copy of the original
Signed Squire Patton Boggs
Dated 5 September 2016
SQUIRE PATTON BOGGS (UK) LLP
RUTLAND HOUSE
148 EDMUND STREET
BIRMINGHAM B3 2JR

"Expenses" means:

- (a) in relation to a liability arising under a Regulated Agreement, costs and expenses with interest thereon as provided for in that agreement, and
- (b) in relation to any other liability, all legal and other costs incurred by the Bank (on a full indemnity basis) at any time in connection with:
 - (i) the Property or the Mortgagor's Liabilities, or
 - (ii) the taking or perfecting of this Legal Charge, or
 - (iii) the preserving, defending or enforcing of the security created by this Legal Charge, or
 - (iv) the exercise of any power under this Legal Charge or otherwise

together with Interest on those costs from the date they are incurred.

2. Covenant to Pay

Subject to clause 20 and to the terms of any agreement between the Mortgagor and the Bank governing the time for repayment of any of the Mortgagor's Liabilities, the Mortgagor covenants to discharge the Mortgagor's Liabilities on demand.

3. Charging Clause

Subject to the Prior Charges (if any), the Mortgagor with full title guarantee charges to the Bank by way of legal mortgage:

- (a) the Property, and
- (b) the proceeds of sale of the Property, and
- (c) the proceeds of any insurance from time to time affecting the Property

as security for the repayment of the Mortgagor's Liabilities.

4. Continuing Security

This Legal Charge:

- (a) shall be a continuing security and shall not be considered as satisfied or discharged by any intermediate payment or settlement of the whole or any part of the Mortgagor's Liabilities, and
- (b) is in addition to any other security held by the Bank now or at any time in the future for the Mortgagor's Liabilities.

5. Further Assurance

The Mortgagor will at the request of the Bank and at the cost of the Mortgagor promptly execute any deed or document and take any action reasonably required by the Bank to perfect or protect the security created by this Legal Charge or to facilitate its realisation.

6. Powers of Sale and Appointment of Receiver

At any time after:

- (a) the Bank demands payment of the Mortgagor's Liabilities (whether the relevant liability or liabilities is or are payable on demand or became payable by a fixed date), or
- (b) the Mortgagor breaks any of the provisions of this Legal Charge, or
- (c) a bankruptcy order is made against the Mortgagor or (the Mortgagor being a company) steps are taken or proceedings commenced for winding up the Mortgagor or for the appointment of a receiver, administrator or administrative receiver, or

- (d) the Mortgagor enters into a composition or arrangement for the benefit of the Mortgagor's creditors

the Bank shall have the power without the restrictions contained in section 103 of the Law of Property Act 1925, but subject to giving any notice required by the 1974 Act, to exercise its statutory powers of sale and appointment of a receiver in respect of the Property.

7. Restrictions on Mortgages, Leases etc.

The Mortgagor will not without the prior written consent of the Bank:

- (a) create or permit to arise any mortgage, charge or lien of, on or over the Property, or
- (b) grant or accept a surrender of any lease or licence of or relating to the Property, or
- (c) sell or otherwise dispose of or part with or share possession or occupation of the Property

and the Mortgagor hereby applies to the Chief Land Registrar to enter on the Register a restriction that (except under an order of the Registrar) no disposition by the registered proprietor of the Property shall be registered without the consent of the Bank.

8. Mortgagor's Repair and Insurance covenants

The Mortgagor covenants to keep the Property:

- (a) in good repair and condition, and
- (b) comprehensively insured on an index-linked basis for its full reinstatement value with a reputable insurer chosen by the Mortgagor and with the interest of the Bank noted on the policy

to the Bank's reasonable satisfaction. If the Mortgagor fails to do so, the Bank, without becoming liable to account as mortgagee in possession:

- (i) shall be entitled, but not bound, to enter the Property and effect such repairs as the Bank considers necessary, and
- (ii) may renew or effect comprehensive index-linked insurance of the Property for its full reinstatement value.

Any payments made by the Bank in respect of repairs and insurance shall be treated as one of the Mortgagor's Liabilities.

9. Other covenants by Mortgagor

The Mortgagor covenants:

- (a) not without the prior written consent of the Bank to make any alteration to the Property which would require planning permission or approval under any building regulations;
- (b) to observe and perform all restrictive and other covenants and conditions affecting the Property;
- (c) to pay all rents reserved by and perform all the terms of any lease under which the Property is held;
- (d) punctually to pay all rates taxes and outgoings affecting the Property;
- (e) to send to the Bank within seven days of receipt, copies of any notice or order or proposal issued, served or sent to the Mortgagor by any local or other authority or court in relation to the Property;
- (f) to permit representatives of the Bank to enter the Property at all reasonable times to view the state of repair and condition of the Property;
- (g) to observe and perform the covenants of any Prior Charges;
- (h) to acquire, maintain and comply with the terms of all necessary environmental licences and to notify the Bank promptly of any claims made at any time in respect of the Property under the legislation from time to time in force relating to environmental protection;

- (i) to keep the Bank fully and effectually indemnified at all times against any loss, damage, actions, proceedings, claims or demands arising out of or in consequence of or made pursuant to the legislation from time to time in force relating to environmental protection.

10. Insurance proceeds

The Mortgagor will hold in trust for the Bank all money received under any insurance of the Property and at the Bank's direction will apply the proceeds:

- (a) in making good the relevant loss or damage, or
- (b) in or towards the discharge of the Mortgagor's Liabilities.

11. Power of Attorney

The Mortgagor by way of security irrevocably appoints the Bank and any receiver, jointly and also separately, to be the attorney and attorneys of the Mortgagor (with full powers of substitution and delegation) in the Mortgagor's name or otherwise and on the Mortgagor's behalf and as the Mortgagor's act and deed to sign, execute, deliver and perfect all deeds, instruments and documents or take, continue or defend any proceedings which may be required by the Bank or any receiver pursuant to this Legal Charge or the exercise of any of their powers.

12. Ruling Off

If the Bank receives notice (whether formally or informally given) of any new charge or interest affecting the Property, the Bank may open a new account or accounts for the Mortgagor. If the Bank does not open any new account it shall be treated as if it had done so at the time it received the notice. From that time, all payments made by or on behalf of the Mortgagor to the Bank shall be credited or treated as having been credited to the new account and shall not operate to reduce any part of the Mortgagor's Liabilities outstanding at the time the Bank received the notice.

13. Powers of the Bank

At any time after this Legal Charge becomes enforceable under the terms of clause 6:

- (a) the Bank may appoint a receiver or receivers of the Property and may from time to time determine the remuneration of a receiver and may remove a receiver and appoint another, and
- (b) all powers conferred on the receiver in respect of the Property by clause 14 may be exercised by the Bank without the Bank first appointing a receiver or appointing a receiver at all and references to the receiver in any of paragraphs (a) to (k) of clause 14 shall have effect as references to the Bank if the relevant power is exercised by the Bank.

14. Powers of Receiver

Any receiver appointed by the Bank shall act as agent for the Mortgagor and shall (in addition to the powers conferred by law) have power:

- (a) to take possession of and generally manage the Property;
- (b) to carry on and manage or concur in carrying on and managing any business carried on at the Property;
- (c) to carry out and/or complete any building operations on the Property and to apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as the receiver shall think fit;
- (d) to borrow any money from the Bank or others on the security of the Property for the purpose of the exercise of any of the receiver's powers;
- (e) to sell, lease or let or concur in selling, leasing or letting the Property, to terminate or accept surrenders of leases or tenancies of the Property and to grant or release any interest in or right over the Property in such manner and generally on such terms and conditions as the receiver shall think fit;
- (f) to carry into effect and complete any transaction relating to the Property by executing deeds or documents in the name of and on behalf of the Mortgagor or otherwise;

- (g) to take, continue or defend any proceedings and enter into any arrangement or compromise relating to the Property which the receiver shall think fit;
- (h) to make and effect all repairs, improvements and insurances to the Property which the receiver shall think fit;
- (i) to appoint managers, officers, contractors and agents upon such terms as to remuneration or otherwise as the receiver may determine;
- (j) to remove, store, sell or otherwise dispose of any goods, furniture or animals left by the Mortgagor at the Property and to account to the Bank for the net proceeds of any sale of such property (such proceeds being held by the Bank as a debt from the Bank to the Mortgagor);
- (k) to do any other acts which the receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property

and if the Bank appoints joint receivers any power of the receivers may be exercised jointly or individually.

15. Application of moneys received by Receiver

Subject to the rights of the mortgagees under the Prior Charges (if any), any moneys received by the receiver shall be applied:

- (a) first, in repayment of all money borrowed by the receiver and the costs, charges and expenses properly incurred and payments properly made by the Bank or the receiver and the remuneration of the receiver, and
- (b) secondly, towards the discharge of the Mortgagor's Liabilities.

16. Prior Charges

If any step or proceeding shall be taken by the mortgagees to exercise or enforce any powers or remedies conferred by any of the Prior Charges, the Bank may redeem the Prior Charges or any of them. The principal moneys, interest, costs, charges and expenses relating to any such redemption shall be treated as one of the Mortgagor's Liabilities.

17. Notices

Any notice, demand or other communication by the Bank to the Mortgagor in relation to this Legal Charge shall be in writing and either:

- (a) delivered personally (but so that if the Mortgagor is a company, it may be given personally to any director or to the secretary of the company), or
- (b) delivered or sent by post to the address of the Mortgagor last known to the Bank (but so that if the Mortgagor is a company, its last known address for this purpose is its registered office), or
- (c) sent by telex or facsimile transmission to the number (if any) given on the Mortgagor's notepaper or listed in a directory of such numbers as the Mortgagor's number.

Every notice, demand or other communication shall be treated as received by the Mortgagor:

- (i) if delivered personally or to the address of the Mortgagor last known to the Bank, at the time of delivery;
- (ii) if sent by post to the address of the Mortgagor last known to the Bank, the day after posting with first class postage prepaid or, if sent by airmail, five working days after posting with airmail postage prepaid;
- (iii) if sent by telex or facsimile transmission:
 - (A) at the time of sending, if sent during normal business hours on a working day to a number used by the Mortgagor wholly or mainly for business purposes, or
 - (B) at the opening of business on the following working day, if sent at some other time to a number used by the Mortgagor wholly or mainly for business purposes, or

- (C) at 7 a.m. next following transmission, if sent to a number used by the Mortgagor wholly or mainly for non-business purposes.

18. Jurisdiction

This Legal Charge shall be governed by and construed in accordance with English law. The Mortgagor agrees with the Bank that the courts of England shall have exclusive jurisdiction to settle any disputes which may arise in connection with this Legal Charge.

19. Interpretation

The expressions "the Mortgagor" and "the Bank" include their respective successors in title and assigns.

20. Joint Mortgagors

Where this Legal Charge is made by two or more persons, the expression "the Mortgagor" shall include each and all of them and be construed so that:

- (a) their obligations are individual as well as joint, and
- (b) references to an account of the Mortgagor include any account of all or any one or more of them

but the obligations under clause 2 of an individual Mortgagor are limited to the payment and satisfaction of the liabilities of that Mortgagor (whether as principal or surety) and this Legal Charge does not impose any individual or joint liability on that Mortgagor for the liability of any other person except to the extent that such individual or joint liability exists independently of clause 2.

IN WITNESS of which this Legal Charge has been duly executed as a deed.

FIRST SCHEDULE

THE PROPERTY

(Note: registered land must be described by reference to the Title Number)

1. THE FREEHOLD LAND KNOWN AS LLOYDS BANK HOUSE,
HEADLEY ROAD, CROUSHOTT, HINDHEAD GU26 6LG REGISTERED,
AT THE LAND REGISTRY UNDER TITLE NUMBER HP521530; AND
2. THE LEASEHOLD LAND KNOWN AS 24 ATLANTIC CLOSE,
SOUTHAMPTON SO14 3TA REGISTERED AT THE LAND
REGISTRY UNDER TITLE NUMBER HP519118

SECOND SCHEDULE

THE PRIOR CHARGES

SIGNED as a deed and)
delivered by the said)
in the presence of:-)

Witness

Signature

PRINT FULL NAMES

Address:

.....
.....
.....

Occupation:

.....

SIGNED as a deed and)
delivered by the said)
in the presence of:-)

Witness

Signature

PRINT FULL NAMES

Address:

.....
.....
.....

Occupation:

.....

THE COMMON SEAL of

was affixed hereto in the)
presence of:)

Director

Secretary

(For
Company not
using a
Common
Seal)

EXECUTED BY
GRAINMARKET
PROPERTIES LIMITED

(full name of Company)

(Signature of Director)

MARU CRAVOY

acting by

(Signature of Director/Secretary)

(print full names)

E. SUSANNA MORRIS

NOTE: RECEIPT NOT TO BE USED
FOR REGISTERED CHARGES.

RECEIPT PURSUANT TO SECTION 115
OF THE LAW OF PROPERTY ACT 1925

C. HOARE & CO. hereby acknowledges this
day of 20
that it has received the balance of the moneys
(including interest and costs) secured by the
within-written Legal Charge payment having
been made by

C. HOARE & CO.

Legal Charge

of land for securing own liabilities as principal or
surety.

MFLEGCHG FEB 2001