



Registration of a Charge

Company Name: **PORTGREEN PROPERTIES LIMITED**

Company Number: **04664791**



Received for filing in Electronic Format on the: **29/07/2021**

XA9QXZ77

Details of Charge

Date of creation: **28/07/2021**

Charge code: **0466 4791 0017**

Persons entitled: **RCF CAPITAL LIMITED**

Brief description: **LANG LYING TO THE SOUTH EAST OF RUSHMORE HILL PRATTS
BOTTOM FARNBOROUGH REGISTERED UNDER TITLE NUMBER
SGL546488 AND ALL RENTS RECEIVABLE FROM ANY LEASE GRANTED
IN RESPECT OF THE PROPERTY AND THE PROCEEDS OF ANY
INSURANCE AFFECTING THE PROPERTY**

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: **MARTIN FRANKUM**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4664791

Charge code: 0466 4791 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th July 2021 and created by PORTGREEN PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th July 2021 .

Given at Companies House, Cardiff on 30th July 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**

Land Registry

Legal charge of a registered estate

CH1

Certified a true copy of the original

Settled 46 chowang lane

This form should be accompanied by either Form AP1 or Form FR1 *London WC2A 1JE*
28/2/21.

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form. Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in any box that applies.

Add any modifications.

1	Title number(s) of the property: SGL546488
2	Property: Land lying to the south-east of Rushmore Hill, Pratts Bottom, Farnborough
3	Date: 28 July 2021
4	<p>Borrower: PORTGREEN PROPERTIES LIMITED</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 04664791</p> <p><u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:</p>
5	<p>Lender for entry in the register: RCF Capital Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 13356586</p> <p><u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Lender's intended address(es) for service for entry in the register: 4 Endsleigh Street, London, WC1H 0DS</p>
7	<p>The borrower with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9</p>

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on.

8	<div><input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register</div> <div><input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:</div> <p>No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated <i>[the date of this deed]</i> in favour of RCF Capital Limited referred to in the charges register or their conveyancer.</p>
9	<p>Additional provisions</p> <p>9.1 Borrower's Obligations</p> <p>The Borrower shall, on demand, pay to the Lender and discharge the obligations contained within the Facility Agreement dated 2021 between the Borrower and Lender</p> <p>9.2 Charge</p> <p>As a continuing security for the payment and discharge of the Borrower's Obligations, the Borrower with full title guarantee charges to the Lender:-</p> <p>9.2.1 by way of legal mortgage, the Property; and</p> <p>9.2.2 by way of fixed charge: all rents receivable from any lease granted in respect of the Property; and the proceeds of any insurance affecting the Property;</p> <p>in each case whether owned by the Borrower now or in the future.</p> <p>9.3 Restrictions relating to the Property (or any part of it)</p> <p>The Borrower will not, without the Lender's written consent:-</p> <p>9.3.1 dispose of the Property;</p> <p>9.3.2 grant, or accept a surrender of, any lease or licence in respect of the Property</p> <p>9.4 Land Registry</p> <p>9.4.1 The Borrower and the Lender apply to the Land Registry to enter a restriction in the form contained in Panel 8 of this Charge.</p> <p>9.5 Property Undertakings</p> <p>The Borrower will:-</p> <p>9.5.1 keep all Property of an insurable nature comprehensively insured to the Lender's reasonable satisfaction for its full reinstatement cost. In default, the Lender may arrange insurance at the Borrower's expense;</p> <p>9.5.2 where required by the Lender, deposit with the Lender all insurance policies (or copies where the Lender agrees), and all deeds and documents of title relating to the Property;</p> <p>9.5.3 keep the Property in good condition;</p> <p>9.6 Possession and Exercise of Powers</p> <p>9.6.1 The Lender does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property). The Borrower will continue in possession of the Property until the Lender takes possession;</p>

9.6.2 At any time after any of the Borrower's Obligations become due, if the Lender makes a demand, the Lender may then take possession of the Property and exercise any of its other powers;

9.6.3 Any purchaser or third party dealing with the Lender or receiver may assume that the Lender's powers have arisen and are exercisable without proof that demand has been made;

9.6.4 The Lender will not be liable to account to the Borrower for any money not actually received by the Lender;

9.7 Appointment of Receiver

The Lender may appoint or remove a receiver or receivers of the Property. If the Lender appoints a receiver, the Lender may fix and pay the receiver's fees and expenses. The receiver will be the Borrower's agent and the Borrower (and not the Lender) will be responsible for the acts, defaults and remuneration of the receiver.

9.8 Powers of the Lender and of the Receivers

9.8.1 The Lender or any receiver may:

9.8.1.1 carry on the Borrower's business that is conducted at the Property (if any);

9.8.1.2 generally manage the Property;

9.8.1.3 purchase any land or other property and purchase, grant or release any interest in or right over land, or the benefit of any covenants affecting any land. References to land or Property include land or other property that is purchased by the Lender or a receiver under this power;

9.8.1.4 sell, lease, grant individual leases if and when appropriate, surrender or accept surrenders of leases, charge or deal with the Property all without restriction;

9.8.1.5 complete any transactions by executing any deeds or documents in the name of the Borrower;

9.8.1.6 take, continue or defend any proceedings and enter into any arrangement or compromise;

9.8.1.7 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this;

9.8.1.8 employ advisers, consultants, managers, agents, workmen and others;

9.8.1.9 purchase or acquire materials, tools, equipment, furnishing, goods or supplies; and

9.8.1.10 do any acts which the Lender or a receiver considers to be incidental or beneficial to the exercise of their powers.

9.8.2 Joint receivers may exercise their powers jointly or separately.

9.8.3 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.

9.8.4 The Lender may exercise any of its powers even if a receiver has been appointed.

9.8.5 The Lender may set off any amount due from the Borrower against any amount owed by the Lender to the Borrower. The Lender may exercise this right, without prior notice, both before and after demand. For this purpose, the Lender may convert an amount in one currency to another, using its market rate of exchange at the relevant time.

9.8.6 Any credit balance with the Lender will not be repayable or capable of being disposed of, charged or dealt with by the Borrower, until the Borrower's Obligations, both before and after demand, have been paid in full. The Lender allowing the Borrower to make withdrawals will not waive this restriction.

9.8.7 Section 103 of the Law of Property Act 1925 shall not apply and the Lender (or any receiver) may exercise its power of sale and other powers under that or any other Act or this deed at anytime after the date of this deed.

9.9 Preservation of other Security and Rights and Further Assurance

9.9.1 This deed is in addition to any other security for the Borrower's Obligations held by the Lender now or at anytime in the future. The Lender may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or the Lender's other rights.

9.9.2 On request, the Borrower will execute any deed or document, or take any other action reasonably required by the Lender, to perfect or enhance the Lender's security under this deed.

9.10 Power of Attorney

To give effect to this deed and to secure the exercise of any of their powers, the Borrower irrevocably appoints the Lender and separately any receiver, to be the Attorney of the Borrower (with full power of substitution and delegation), in the Borrower's name and on the Borrower's behalf and as the Borrower's act and deed to sign or execute any documents, deeds and other instruments, or take, continue or defend any proceedings.

9.11 More than One Borrower

Where the Borrower is more than one entity the Borrower's Obligations include their joint and several liabilities. References to Borrower are to them together or separately.

9.12 Consents, Notices and Demands

9.12.1 All consents, notices and demands must be in writing

9.12.2 The Lender may deliver a notice or demand to the Borrower at its registered office or at the contact address last provided by the Borrower to the Lender

9.12.3 A notice or demand signed by an authorised signatory or representative of the Lender will be effective at the time of personal delivery; on the second business day after posting; or if sent by fax, at the time of sending if sent before 6.00 p.m. on a business day or otherwise on the next business day. A business day is a weekday other than a national holiday.

9.12.4 A notice from the Borrower to the Lender will be effective on receipt.

9.13 Transfers and Assignment

9.13.1 The Lender may assign the benefits of this deed to any third party or allow any person or entity to take over any of its rights and duties under this deed.

9.13.2 The Lender may without the consent of the Borrower grant any mortgage, charge, assignment by way of security, hypothecation,

pledge, lien, security interest, title retention, preferential right or trust arrangement or any other agreement or arrangement having the effect of security over this deed and/or the whole or any part of the principal, interest and other money secured now or in the future by this deed.

9.13.3 The Borrower hereby authorises the Lender to give any third party, person or entity (or its /their agents) whatever financial or other information they may require about the Borrower in connection with the exercise or proposed exercise by the Lender of its rights under clauses 9.13.1 and 9.13.2.

9.13.4 References to the Lender in this deed specifically include its successors and assignees.

9.14 Law

9.14.1 This deed is governed by English law and the English courts have exclusive jurisdiction.

9.14.2 For the benefit of the Lender, the Borrower irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Borrower and may be enforced against the Borrower in the courts of any other jurisdiction.

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

10 Execution

Executed as a Deed by

PORTGREEN PROPERTIES LIMITED

acting by

a director, in the presence of

Witness:

Name:

Address:

Occupation:

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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