



**Registration of a Charge**

Company name: **COMMUNITY LAND & FINANCE C.I.C.**

Company number: **06522641**



X7JRQGO3

Received for Electronic Filing: **29/11/2018**

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**Details of Charge**

Date of creation: **22/11/2018**

Charge code: **0652 2641 0032**

Persons entitled: **BIG SOCIETY CAPITAL LIMITED**

Brief description:

**Contains fixed charge(s).**

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**Authentication of Form**

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

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**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: **HELENA HEATON**



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

Company number: 6522641

Charge code: 0652 2641 0032

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd November 2018 and created by COMMUNITY LAND & FINANCE C.I.C. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th November 2018 .

Given at Companies House, Cardiff on 3rd December 2018

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



**Companies House**



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

DATED 22 November 2018

**COMMUNITY LAND & FINANCE C.I.C.**

and

**BIG SOCIETY CAPITAL LIMITED**

**SUB-CHARGE**

of

325 Fishponds Road, Eastville, Bristol BS5 6QG

TITLE NO: BL138415

PROPERTY: 325 Fishponds Road, Eastville, Bristol BS5 6QG

BORROWER'S REGISTERED NAME : Bristol CLT Limited

BORROWER'S (COMPANY OR SOCIETY) REGISTRATION NUMBER: IP031243

BORROWER'S PLACE OF REGISTRATION: England & Wales

THIS SUB-CHARGE is dated

22<sup>nd</sup> November

2018.

**BETWEEN:**

- (1) **COMMUNITY LAND & FINANCE C.I.C.** (Company No. 06522641) ("**Assignor**"); and
- (2) **BIG SOCIETY CAPITAL LIMITED** (Company No. 07599565) ("**Security Trustee**")

**WHEREAS:**

- (A) By a loan agreement dated 14 August 2012 between The Security Trustee (as lender) and the Assignor (as borrower), as amended on 29 April 2014, 10 March 2015, 19 August 2016 and 4 May 2017 and as subsequently amended from time to time ("**Loan Agreement**"), BSC agreed to make certain borrowings available to the Assignor for inclusion in the Overall Fund ("**Loan**").
- (B) By further loan agreements entered into pursuant to the terms of the Loan Agreement (each as amended from time to time) (including but not limited to (1) a loan agreement dated 13 March 2015 made between The Trustees of the Esmeee Fairbairn Foundation, Friends Provident Charitable Foundation, The Mayor and Commonality and Citizens of the City of London as Trustee of the Bridge House Foundation and the Assignor as amended on 19 August 2016 and 4 May 2017 and (2) a loan agreement dated 4 May 2017 made between Rathbone Investment Management Limited, The Trustees of the Joseph Rowntree Foundation and the Assignor and each as subsequently amended from time to time) ("**Further Loan Agreements**"), the Assignor may have made (and may, in the future, make) further borrowings in addition to the Loan from other lenders, also to be included in the Overall Fund. The lenders under the Loan Agreement and any Further Loan Agreements (whether now existing, or made in the future) shall together be referred to as "**Lenders**".
- (C) Under the Loan Agreement and the Further Loan Agreements the Assignor agreed to take a charge over real property from any Borrower to whom it lends money and grant this Sub-Charge to the Security Trustee (as security trustee for all the Lenders) in respect of each such charge.

**IT IS AGREED as follows:-**

**1. Definitions**

- 1.1 "**First Legal Charge**" means the First Legal Charge over the Property (comprised in a lease dated 12 March 2015 made between (1) The City Council of Bristol and (2) the Borrower) granted by the Borrower in favour of the Assignor dated 2 April 2015.
- 1.2 "**Borrower**" means the Borrower identified in the heading above.
- 1.3 "**Property**" means the Property details of which appear in the heading above and any buildings, fixtures, fittings, fixed plant machinery from time to time situate and forming part of such Property and all related rights to the extent that those rights are specifically comprised in and charged by the First Legal Charge.

- 1.4 **"Indebtedness"** means the sums secured by the First Legal Charge.
- 1.5 **"Secured Obligations"** means any and all monies, liabilities and obligations (whether actual or contingent, whether now existing or hereafter arising, whether or not for the payment of money, and including, without limitation, any obligation or liability to pay damages) which are now or which may at any time and from time to time thereafter be due, owing, payable or incurred or be expressed to be due, owing, payable or incurred from or by the Assignor to the Lenders pursuant to the Loan Agreement, any Further Loan Agreements and any documents entered into pursuant thereto;
- 1.6 Any other defined or capitalised term shall bear the same meaning as in the Loan Agreement.
- 1.7 References to (or to any specified provisions of) this Charge or to any other document or agreement are to be construed as references to this Charge or such other document or agreement as in force for the time being and as amended, varied, supplemented, substituted or novated from time to time, in each case with the prior consent of the Security Trustee.
2. **Fixed Sub-Charge Security**
- 2.1 The Assignor charges with full title guarantee in favour of the Security Trustee by way of Sub-Charge with the payment in discharge of the Secured Obligations the Indebtedness secured by the First Legal Charge.
3. **Implied Covenants to a Title**
- 3.1 The covenants set out in Sections 3(1), 2(2), 6(2) the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to clause 2.
- 3.2 It shall be implied in respect of clause 2 that the Assignor is granting this Sub-Charge free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).
4. **Covenant to pay**
- The Assignor covenants with the Security Trustee to pay to the Security Trustee any Indebtedness received from the Borrower.
5. **Application to the Land Registry**
- The Assignor applies to the Land Registry to enter the following restriction in the Charges Register of the Property:
- "No disposition of the registered charge by the proprietor of the registered charge not being a charge registered before the entry of this restriction is to be registered without a written consent by the proprietor for the time being of the Sub-Charge dated \_\_\_\_\_ in favour of Big Society Capital Limited referred to in the Charges Register".**
6. **Further Advances**
- The Lenders are under obligations to make further advances to the Assignor and those obligations will be deemed incorporated into this Sub-Charge as set out in the Loan Agreement and any Further Loan Agreements. The Assignor hereby applies to the Land Registry to enter the obligation to make further advances in the Charges Register of the title to the Property.

7. **Release of Security**

7.1 *Redemption of Security*

Upon the Secured Obligations being discharged in full and all the Indebtedness being paid by the Borrower and none of the Lenders being under any further actual or continued obligation to make advances or provide other financial accommodation to the Assignor or any other person under the Loan Agreement and Further Loan Agreements the Security Trustee shall at the request and cost of the Assignor release and cancel the security constituted by this Sub-Charge and subject to clause 7.2 and without recourse to or any representation or warranty by the Security Trustee or any of its nominees or the Lenders.

7.2 *Avoidance of Payments*

If the Security Trustee reasonably considers that any amount paid or credited to it is likely to be avoided or reduced by virtue of any bankruptcy insolvency liquidation or similar laws the liability of the Assignor fall under this Sub-Charge and the security constituted hereby shall continue and such amount shall not be considered to have been irrevocably paid.

8. **Events of Default**

This Sub-Charge will be enforceable in the same circumstances as the First Legal Charge.

9. **Remedies and Powers of Security Trustee**

The Security Trustee shall have the same powers and remedies as **the Assignor** has under the First Legal Mortgage.

10. **Third Party Rights**

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any terms of this Deed.

11. **Governing Law**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English Law.

Executed as a deed for and on behalf  
of **COMMUNITY LAND & FINANCE**  
**C.I.C.**

Director

Director