



**Registration of a Charge**

Company name: **DAVID LLOYD LEISURE PROPERTIES NO.4 LIMITED**  
Company number: **06590299**



Received for Electronic Filing: **18/07/2019**

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**Details of Charge**

Date of creation: **17/07/2019**  
Charge code: **0659 0299 0011**  
Persons entitled: **TALOS CAPITAL DESIGNATED ACTIVITY COMPANY AS TRUSTEE FOR ITSELF AND EACH OF THE OTHER SECURED PARTIES**  
Brief description: **THE MORTGAGED PROPERTY BEING HEALTH AND FITNESS CLUB AND OTHER LAND SITUATED ON THE GROUNDS OF NONSUCH HIGH SCHOOL FOR GIRLS, CHEAM, SURREY WITH TITLE NUMBER SY794374**  
**Contains negative pledge.**

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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:

**CLIFFORD CHANCE LLP**



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

Company number: 6590299

Charge code: 0659 0299 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th July 2019 and created by DAVID LLOYD LEISURE PROPERTIES NO.4 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th July 2019 .

Given at Companies House, Cardiff on 19th July 2019

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

**C L I F F O R D  
C H A N C E**

**CLIFFORD CHANCE LLP**

**EXECUTION VERSION**

DATED 17 JULY 2019

**THE PERSONS LISTED IN SCHEDULE 1  
AS CHARGORS**

**IN FAVOUR OF**

**TALOS CAPITAL DESIGNATED ACTIVITY COMPANY  
AS THE SECURITY AGENT**

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**LEGAL CHARGE  
RELATING TO THE MORTGAGED PROPERTY LISTED IN  
SCHEDULE 2**

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THIS CHARGE is made by way of deed on 17 July 2019 by:

- (1) **THE PERSONS** listed in Schedule 1 (*Chargors*) (each a "**Chargor**") in favour of:
- (2) **TALOS CAPITAL DESIGNATED ACTIVITY COMPANY** as trustee for itself and each of the other Secured Parties (the "**Security Agent**").

**THIS DEED WITNESSES** as follows:

1. **LEGAL CHARGE**

Each Chargor charges with full title guarantee in favour of the Security Agent (as trustee for itself and the other Secured Parties), for the payment and discharge of the Secured Obligations, by way of first legal mortgage the leasehold property specified against its name in Schedule 2 (*Mortgaged Property*) (the "**Mortgaged Property**").

2. **IMPLIED COVENANTS FOR TITLE**

The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 1 (*Legal charge*).

Except as disclosed in any Report, any certificate of title or report on title which is delivered to the Agent and/or the Security Agent, it shall be implied in respect of Clause 1 (*Legal charge*) that each Chargor is disposing of the Mortgaged Property free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

3. **APPLICATION TO HM LAND REGISTRY**

Each Chargor consents to an application being made to HM Land Registry to enter the following restriction in the Proprietorship Register of any registered land forming part of the Mortgaged 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 [•] in favour of [•] referred to in the charges register or their conveyancer."

4. **RESTRICTIONS ON DEALINGS**

Except where agreed in writing by the Security Agent or to the extent not prohibited under each of the Secured Debt Documents, no Chargor will at any time during the Security Period create or permit to subsist any Security over all or any part of the Charged Assets or dispose of or otherwise deal with any part of the Charged Assets other than by way of underleases of part which are for a term not exceeding seven years.

5. **FURTHER ADVANCES**

Subject to the terms of the relevant Primary Debt Document, a Secured Party that is a lender or noteholder (howsoever described) under such document is under an obligation to make further advances to the relevant borrowers under that Primary Debt Documents and that obligation will be deemed to be incorporated in this Legal Charge as if set out in this Legal Charge. Each Chargor consents to an application being made to HM Land Registry to enter the obligation to make further advances on the Charges Register relating to the Mortgaged Property.

6. **GOVERNING LAW**

This Legal Charge and all non-contractual obligations arising out of or in connection with it are governed by English law.

**THIS CHARGE** has been executed as, and is intended to take effect as, a deed by each Chargor and has been signed by Security Agent on the date written on the first page of this Legal Charge.

**SCHEDULE 1 TO LEGAL CHARGE  
THE CHARGORS**

<b>No.</b>	<b>Name</b>	<b>Jurisdiction</b>	<b>Company Number</b>
1.	David Lloyd Leisure Properties No.4 Limited	England & Wales	06590299

**SCHEDULE 2 TO LEGAL CHARGE**  
**MORTGAGED PROPERTY**

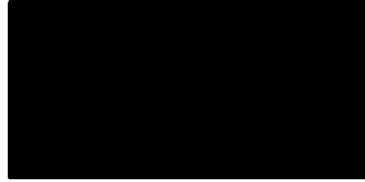
No.	Chargor Name	Property Description	Title Number
1.	David Lloyd Leisure Properties No.4 Limited	Health and Fitness Club and other land situated on the grounds of Nonsuch High School for Girls, Cheam, Surey	SY794374



EXECUTION PAGE TO LEGAL CHARGE

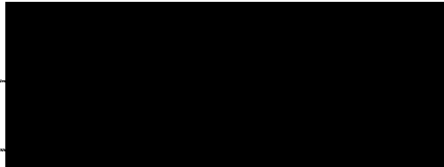
Chargors

EXECUTED AS A DEED by )  
DAVID LLOYD LEISURE PROPERTIES )  
NO.4 LIMITED )  
acting by a director )  
in the presence of: )



Signature of Director: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_



Name (in BLOCK CAPITALS): MARK DILLON

Address: THE MANCAR,

KATFIELD ALIO 9AX


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**Security Agent**

Executed by **TALOS CAPITAL DESIGNATED ACTIVITY COMPANY**, a designated activity company organized under the laws of Ireland, acting by HAL LIVINGSTONE who, in accordance with the laws of that territory, is acting under the authority of the company.

Signature in the name of the company

**TALOS CAPITAL DESIGNATED ACTIVITY COMPANY**

By:  \_\_\_\_\_

Name: HAL LIVINGSTONE

Title: Authorised Signatory