



**Registration of a Charge**

Company Name: **GROSVENOR RIVERSIDE LIMITED**

Company Number: **11028447**



Received for filing in Electronic Format on the: **19/05/2022**

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**Details of Charge**

Date of creation: **12/05/2022**

Charge code: **1102 8447 0001**

Persons entitled: **KEITH WHITBREAD**

Brief description: **RIVERSIDE AND GROSVENOR HOUSE YOUTH DEVELOPMENT CENTRE  
CHURCHFIELDS ROAD SALISBURY SP2 7NH**

**Contains fixed charge(s).**

**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 THE ELECTRONIC COPY INSTRUMENT DELIVERED  
AS PART OF THIS APPLICATION FOR REGISTRATION IS A  
CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PARIS SMITH LLP**



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

Company number: 11028447

Charge code: 1102 8447 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th May 2022 and created by GROSVENOR RIVERSIDE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th May 2022 .

Given at Companies House, Cardiff on 20th May 2022

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**  
**LAND REGISTRATION ACT 2002**  
**CHARGE OF WHOLE**

Country and District (or London Borough)	WILTSHIRE
Title Number	WT269485
Property	Riverside and Grosvenor House Youth Development Centre Churchfields Road Salisbury SP2 7NH

**PARTICULARS**

Date	12 May 2022
The Borrower	<b>GROSVENOR RIVERSIDE LIMITED</b> of 3 The Works 55 Millbrook Road East Southampton SO15 1HN
The Lender	<b>KEITH WHITBREAD</b> of Nether Hill House Botley Hampshire SO32 2BP
The Property	The freehold land and premises referred to above
The Loan	Means the loan made or to be made under Offer Letter or the principal amount outstanding for the time being of that loan

**THIS LEGAL CHARGE** is made on the Date entered in the Particulars **BETWEEN** (1) the Borrower which expression shall where the context so admits include its successors in title and assigns and (2) the Lender which expression shall where the context so admits include its successors in title and assigns

## **1 INTERPRETATION**

In this Deed the following words or expressions shall have the following meanings:-

- 1.1 The words or expressions the "Borrower" the "Lender" the "Property" the "Lease" and the "Loan" shall have the meanings ascribed to them in the Particulars
- 1.2 Unless otherwise defined in the Legal Charge a term defined in the Offer Letter has the same meaning when used in the Legal Charge
- 1.3 Where the context so admits words importing the masculine gender only include the feminine gender and either the masculine gender or the feminine gender includes the neuter gender or vice versa and words importing the singular number only include the plural number and vice versa
- 1.4 Any reference in this Legal Charge, or any other document entered into under or in connection with it, to the making of an administration order shall be treated as including a reference to the appointment of an administrator under paragraph 14 (by the holder of a qualifying floating charge in respect of the Borrower's assets) or 22 (by the Borrower or the directors of the Borrower) of Schedule B1 to the Insolvency Act 1986 or any steps taken toward such order or appointment
- 1.5 Any reference in this Legal Charge or any other document entered into under or in connection with it, to making an application for an administration order by petition shall be treated as including a reference to making an administration application to the court under Schedule B1 to the Insolvency Act 1986, appointing an administrator under paragraph 14 or 22 of that Schedule, or giving notice under paragraph 15 or 26 of that Schedule of intention to appoint an administrator or any steps taken towards such application or notice
- 1.6 The terms of the Offer Letter and of any side letters relating to the Offer Letter and this Legal Charge and the Amount Secured are incorporated into this Legal Charge to the extent required for any purported disposition of any assets (including but not limited to the Property) contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- 1.7 Where there are two or more persons included in the expressions "the Borrower" covenants expressed to be made by the Borrower respectively shall be deemed to be made by such persons jointly and severally
- 1.8 "the Amount Secured" means the Loan, the Costs, interest and all other monies for the time being due from the Borrower to the Lender whether as principal or surety and whether actual or contingent including (but without prejudice to the generality of the foregoing) any further advance or re-advance made by the Lender to the Borrower all sums due pursuant to the Offer Letter and all sums due from the Borrower to the Lender under this Legal Charge
- 1.9 "Costs" means on a full indemnity basis all costs and expenses (including legal and out of pocket expenses and internal administrative or management costs and any value added tax on such costs and expenses) which the Lender and/or any Receiver incurs in connection with the preparation negotiation execution delivery of this Legal Charge and any related documents together with any actual or proposed amendment thereto or consent under this Legal Charge; any discharge or release from this Legal Charge; preservation or exercise of any rights under or in connection with and the enforcement or attempted enforcement of this Legal Charge; the obtaining of payment of any of the Amount Secured and all other monies paid by the Lender in perfecting or otherwise in connection with this Legal Charge or in respect of the Property such sums to be recoverable from the Borrower as a debt and bearing interest at the rate specified in the Offer Letter and to be charged on the Property

- 1.10 "Dangerous Substance" means any radioactive emissions and any natural or artificial substance (whether in solid or liquid form or in the form of a gas or vapour and whether alone or in combination with any other substance) capable of causing harm to man or any other living organism or damaging the environment or public health or welfare including any controlled special hazardous toxic radioactive or dangerous waste
- 1.11 "Environmental Law" means any law regulation code of practice circular guidance notice or the like (whether in the United Kingdom or elsewhere) concerning the protection of human health or the environment or the conditions of the work place or the generation transportation storage treatment or disposal of Dangerous Substances
- 1.12 "Environmental Licence" means any permit licence authorisations consent or other approval required by any Environmental Law
- 1.13 "Insured Risks" means fire storm lightning earthquake explosion aircraft riot civil commotion malicious damage impact terrorism aircraft and other aerial devices or articles dropped therefrom tempest flood bursting and overflowing of water tanks apparatus or pipes and damage by or resulting from vehicular impact subsidence and such other risks as the Lender shall from time to time reasonably require
- 1.14 "the Lender's Solicitors" means Paris Smith LLP of Number 1 London Road Southampton SO15 2AE or any other firm from time to time appointed by the Lender
- 1.15 "the Planning Acts" means the Town and Country Planning Acts 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and any regulations or subordinate legislation made pursuant thereto or any other statute or regulation governing or controlling the use or development of land and buildings
- 1.16 "the Offer Letter" means the letter dated 11 April 2022 and addressed by the Lender to the Borrower stating that the Lender is prepared to make the Loan (including any variation or renewal to that letter whether or not such variation or renewal is expressed to be supplemental to the Offer Letter)
- 1.17 "Receiver" means any one or more administrative receivers, receivers and managers or (if the Lender so specifies in the relevant appointment) receivers appointed by the Lender pursuant to this Legal Charge in respect of the Borrower or over the Property or any asset which is the subject of security created by this Legal Charge

## 2 **CHARGE**

- 2.1 The Borrower acknowledges the receipt from the Lender of the Loan
- 2.2 The Borrower hereby charges to the Lender with full title guarantee as a continuing security for the payment and discharge of the Amount Secured:-
  - 2.2.1 the Property by way of first legal mortgage and further charges by way of first fixed charge all the right title and interest of the Borrower in any policy of insurance relating to the Property and in the proceeds thereof; and
  - 2.2.2 by way of assignment all rental income which shall be paid into any account that the Lender may from time to time nominate and the benefit to the Borrower of any other rights and claims to which the Borrower is now or may in the future become entitled in relation to the Property including but not limited to all rights and claims of the Borrower against all persons who now or have been at any time or may become lessees licensees or occupiers of the Property and all guarantors and sureties for the obligations of such persons
  - 2.2.3 by way of assignment all guarantees warranties and representations given or made by and all rights and remedies thereunder in relation to the Property and in respect of all plant machinery fixtures fittings and other items nor or from time to time in any buildings erected or to be erected on the Property

- 2.2.4 by way of assignment the benefit of all proceeds of any claim awards judgements arising in respect of the Property

2.3

- 2.3.1 If the Borrower is a corporate body the Borrower as appropriate hereby further charges with full title guarantee by way of floating security to the Lender as a continuing security for the payment and discharge of the Amount Secured all the undertaking and goodwill of the Borrower as the case may be and all its property (other than any asset effectively charged by way of legal mortgage or fixed charge or assigned under Clause 2.2 the Property hereinbefore charged by way of legal mortgage) assets and rights whatsoever and wheresoever both present and future but so that the Borrower shall not be at liberty save with the written consent of the Lender to create any specific or other mortgage debenture or charge in priority to or pari passu with the security hereby created or to sell its undertaking or any portion thereof or to deal with its book or other debts or securities for money otherwise than by getting in and realising the same in the ordinary course of business
- 2.3.2 The Lender may by notice in writing to the Borrower convert the floating charge contained in clause 2.3.1 into a fixed charge as regards any property specified in such notice at any time after the Legal Charge becomes enforceable. If without the prior written consent of the Lender the Borrower charges pledges or otherwise encumbers whether by way of fixed or floating security any of the property comprised in the Property or charged under clause 2.3.1 hereof or if any person attempts to levy any distress execution or other process against any of such property the charge created under clause 2.3.1 shall without notice automatically operate and have effect as a fixed charge instantly such event occurs
- 2.3.3 This Legal Charge contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Legal Charge
- 2.3.4 Where the Borrower is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 to the Insolvency Act 1986, then the obtaining of a moratorium, including any preliminary decision, or investigation in terms of paragraph 43 of Schedule A1 to the Insolvency Act 1986 shall not cause the floating charge created by this Legal Charge to crystallise into a fixed charge, nor cause restrictions which would not otherwise apply to be imposed on the disposal of its property and assets by the Borrower

- 2.4 The Borrower shall promptly on demand and at its own cost execute and do all such assurances acts and things including without limitation execute all transfers conveyances assignments and assurances of the Property and give all notices orders and directions which the Lender may require for perfecting or protecting this Legal Charge or the priority of this Legal Charge or the exercise of any of the rights vested in the Lender or any Receiver

**3 REPAYMENT**

The Borrower covenants with the Lender that the Borrower shall pay and discharge the Amount Secured ON DEMAND as and when it becomes due for payment and discharge

**4 REPAIR ALTERATION AND INSURANCE**

- 4.1 The Borrower will put and keep the Property in good and substantial repair and condition and to the Lender's reasonable satisfaction and keep the Property comprehensively insured against loss or damage by the Insured Risks for its full reinstatement cost and in default the Lender (without becoming liable to account as mortgagee in possession) may enter and repair or insure the Property and the costs and expenses incurred by the Lender shall form part of the Amount Secured

- 4.2 The Borrower will forthwith procure that the insurance policy effected pursuant to Clause 4.1 shall be in the joint names of the Borrower and the Lender
- 4.3 The Borrower will deposit with the Lender the insurance policy effected pursuant to Clause 4.1 or where the Lender agrees a copy of it
- 4.4 The Borrower will not without the prior written consent of the Lender make any structural or material alteration to the Property nor allow any development to the Property
- 4.5 The Borrower will pay to the Lender any money received under any insurance of the Property or at the Lender's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Loan

PROVIDED always that where the insurance on the Property is effected by a prior chargee or some other third party the Lender shall not require the Borrower to effect separate insurance on the Property so long as such insurance complies with the provision of this clause and is on terms reasonably satisfactory to the Lender

## **5 USER**

- 5.1 The Borrower warrants to the Lender that the present use of the Property is authorised under the Planning Acts
- 5.2 The Borrower will not without the prior consent of the Lender
  - 5.2.1 use the Property for any purpose other than its present authorised use or
  - 5.2.2 make any application for planning permission for a change of use nor enter into any planning agreements under the Planning Acts
- 5.3 The Borrower will within 7 days of receiving any documents relating to planning or any other matter which might affect the Lender's security give particulars thereof to the Lender

## **6 RESTRICTIONS ON CHARGING AND LEASING**

The Borrower will not without the Lender's prior consent:-

- 6.1 create or permit to arise any mortgage charge or lien on the Property
- 6.2 grant or accept a surrender of any lease or licence of the Property
- 6.3 dispose of or part with or share possession or occupation of or create a tenancy or lease of the whole or any part of the Property and the statutory powers of leasing or agreeing to lease and accepting surrenders of leases shall not apply to this Legal Charge

## **7 FURTHER COVENANTS BY THE BORROWER**

The Borrower hereby covenants with the Lender that so long as any monies remain owing on the security of this Legal Charge the Borrower will:-

- 7.1 Observe and perform all covenants provisions and regulations of whatsoever nature affecting the Property and if the Property be leasehold the covenants and provisions on the tenant's part contained in the lease under which the Property is held
- 7.2 Pay all outgoings promptly and keep the property free from any charges taking priority over the monies secured by this Legal Charge
- 7.3 Comply in all respects with (i) the terms and conditions of all Environmental Licences applicable to it and (ii) all other applicable Environmental Law
- 7.4 Promptly upon receipt of the same notify the Lender of any claim notice or other communication served on it in respect of any actual or alleged breach of any Environmental Law
- 7.5 Forthwith on demand pay all costs and expenses (including legal fees) incurred by the Lender or any receiver appointed by the Lender in connection with or arising from any actual or

alleged breach by any person of any Environmental Law or Environmental Licence and to pay and indemnify the Lender against any costs claims demands and expenses which the Lender or any receiver appointed by the Lender may suffer or incur as mortgagee of the Property or as receiver under this mortgage under or pursuant to any Environmental Law or Environmental Licence

- 7.6 Not cause or permit any person to be registered under the Land Registration Act 2002 or any substituted statutory provision as the proprietor of the Property or any part thereof without the written consent of the Lender and the costs incurred by the Lender of entering any caution against any such registration shall be deemed to be properly incurred by the Lender
- 7.7 Ensure that nothing shall be done on the Property which may prejudicially affect any insurance or which may increase the premium payable for any such insurance
- 7.8 Not without the prior written consent of the Lender permit any overriding interest to be created or to subsist over the Property
- 7.9 Immediately upon receipt give particulars to the Lender of any notice order permission or proposal for notice order or permission relating to or likely to affect the Property or any part thereof made given issued or applied for under or by virtue of the enactments from time to time in force relating to the Planning Acts (including any subordinate legislation made under those enactments) or any statute or regulations within seven days of receipt thereof and (without prejudice to the generality of the foregoing) give to the Lender such information as it shall reasonably require as to all matters relating to the Property
- 7.10 Not without the prior written consent of the Lender create or permit to exist any mortgage charge right of set off lien or other security interest whatsoever including such as arises or is imposed by law or any enactment upon the Property
- 7.11 Comply with all conditions in the Lender's Offer Letter except to the extent such provisions are superseded by provisions in this Legal Charge
- 7.12 From time to time at the request of the Lender furnish the Lender with such information about the business and financial condition of the Borrower as the Lender may require including where appropriate (but without prejudice to the generality of the foregoing) a statement of the net worth of the Borrower prepared and certified on behalf of the Borrower by an accountant approved by the Lender
- 7.13 Where the Borrower has an option to waive any exemption from Value Added Tax in respect of the Property or the rental income therefrom then the Borrower undertakes not to exercise that option without the prior consent of the Lender and if the Borrower has exercised such option (whether before or after the date hereof) to give to the Lender such details as the Lender may request of the Borrowers' registration for Value Added Tax purposes
- 7.14 Permit representatives of the Lender with or without workmen or others to enter the Property at all reasonable times (except in the case of emergency) to view the state of repair and condition of the Property
- 7.15 Comply with all obligations imposed under any present or future statute regulation order or instrument or under any similar regulations or requirements of any competent authority or under the terms of any approvals licences or consents relating to the Property its use or enjoyment
- 7.16 Where the Property is leasehold or subject to any lease agreement for lease or tenancy observe and perform the covenants set out in the Schedule to this Legal Charge

## **8 WARRANTIES**

- 8.1 The Borrower warrants to the Lender that the application made to the Lender contains no statement which is not true at the date hereof nor contains any material inaccuracy and is not misleading in any way and that all information which would influence the Lender in



considering whether to make the Loan and any further advance (if any) or on what terms it should be made has been disclosed to the Lender in writing

- 8.2 The Borrower covenants to inform the Lender in writing forthwith of any material change in their respective circumstances which if such material change had occurred prior to the completion of this Legal Charge may have influenced the Lender in considering whether to make the Loan and any further advance (if any) or on what terms it should be made
- 8.3 The Borrower warrants to the Lender that so far as the Borrower is aware no Dangerous Substance has been used disposed of generated stored transported dumped deposited buried or emitted at on from or under the Property or any adjoining or neighbouring land or premises (whether or not owned leased occupied or controlled by the Borrower) in circumstances where this might result in a liability on the Borrower the Lender or on any other owner occupier or mortgagee of the Property
- 8.4 The Borrower represents and warrants that it is the legal and beneficial owner of the Property and there subsists no breach of any law or regulation which materially affects the value of the Property and it has disclosed to the Lender all material matters which would adversely affect the Property

## **9 POWERS OF LENDER**

- 9.1 The Lender shall at any time after the date of this Legal Charge have the power of sale and other powers conferred by the Law of Property Act 1925 and Section 103 of the Law of Property Act 1925 shall not apply to this security which power shall become immediately exercisable without any restrictions contained in the Law of Property Act 1925 as to the giving of notice or otherwise at any time after the Lender shall have demanded payment of any of the Amount Secured or after any breach by the Borrower of the provisions of this Legal Charge or the occurrence of an Event of Default
- 9.2 Section 93 of the Law of Property Act 1925 shall not apply to this Legal Charge
- 9.3 If the Borrower fails to perform any covenant or condition on its part contained in this Legal Charge it shall be lawful for but not obligatory upon the Lender in order to make good such failure in whole or in part and at the Borrower's costs:-
- 9.3.1 To enter the Property and effect such repairs and other works as the Lender considers necessary; and
- 9.3.2 To take such steps and to execute such works and do such things as the Lender considers necessary to comply with any requirements of any notice order direction permission or proposal in respect of the Property; and
- 9.3.3 To insure the Property in such amount and in such manner as the Lender considers necessary; and
- 9.3.4 To admit settle compound or contest in such manner as the Lender thinks fit any claim or liabilities in relation to the Property whether or not the Lender is expressly indemnified in this Legal Charge against the same in each case without the Lender becoming a mortgagee in possession

## **10 APPOINTMENT AS AN AGENT**

The Borrower hereby appoints the Lender its agent at any time after the Lender's power of sale shall have become exercisable at the cost of the Borrower to remove from the Property and store sell or otherwise deal with any furniture articles chattels livestock machinery plant and equipment or other personalty whatsoever found at the Property (and which the Borrower shall refuse or fail to remove) in any way in which the Lender thinks fit without liability to the Borrower in respect of such furniture articles chattels livestock machinery plant and equipment or other personalty except to account for the actual net proceeds thereof after deducting the expenses of sale removal and storage to the Borrower (but without any prejudice to any floating charge herein contained and any right of set-off which the Lender

may have) **AND** if in pursuance of this clause the Lender shall sell or otherwise deal with any such furniture or articles or otherwise not belonging to the Borrower the Borrower will indemnify the Lender against any claim by the rightful owner or by the person who acquired such article from the Lender

## **11 RECEIVER**

- 11.1 At any time after the security created by this Legal Charge shall have become enforceable or if so requested by the Borrower the Lender shall have power by writing under the hand of any officer of the Lender authorised by the Lender from time to time or any persons authorised by any such officer in writing to appoint such person or persons as the Lender thinks fit to be the Receiver or Receivers of the whole or part of Property and of the rent profits and income thereof and if the Borrower is a corporate body of all or any of the undertaking and assets comprised in the floating charge in Clause 2.3.1 hereof and similarly (but subject to any requirement for an order of the Court in the case of an administrative receiver) to remove any such Receiver or Receivers and to appoint another or others in his or their place and any Receiver or Receivers so appointed shall be deemed to be the agent of the Borrower as appropriate who alone shall be responsible for his or their acts or defaults.
- 11.2 Any Receiver appointed by the Lender may in the name or on behalf and at the cost of the Borrower or at his option in the name of the Lender (but only with the specific approval in writing of the Lender) or at his option in his own name (and in any case notwithstanding any bankruptcy administration or liquidation of the Borrower) do or omit to do anything which the Borrower could do or omit to do in relation to the Property or the said undertaking and assets or any of them and in particular (but without prejudice to the generality of the foregoing) any such Receiver may:-
- 11.2.1 sell let deal with take possession of or manage the Property and carry out or complete thereon any works of demolition building repair construction furnishing or equipment and
  - 11.2.2 take any proceedings in relation to the Property in the name of the Borrower or otherwise as may seem expedient including proceedings for the collection of rent in arrears at the date of his appointment and
  - 11.2.3 enter into any agreement or make any arrangement or compromise as he shall think expedient in respect of the Property or the said undertaking and assets and
  - 11.2.4 for the purposes of exercising any of the rights powers and authorities conferred on him by or pursuant to this Legal Charge or for any other purpose to borrow money from the Lender or others on the security of the Property or otherwise on such terms as he may in his absolute discretion think fit
  - 11.2.5 if the Property is leasehold to vary the terms of or surrender the lease and/or to take a new lease of it or any part of it on such terms as he shall think fit so that any new lease shall become charged to the Lender on the terms of this Legal Charge
  - 11.2.6 to vary the terms of terminate grant renewals of or accept surrenders of leases or tenancies of the Property in such manner and for such terms with or without a premium or other compensation or consideration including the payment of money to a lessee or tenant on a surrender which such rights relating to other parts of the Property and containing such covenants on the part of the Borrower or otherwise and generally on such terms and conditions as in his absolute discretion he shall think fit
  - 11.2.7 operate any rent review clause in respect of the Property or grant or apply for any new or extended tenancy thereof and
  - 11.2.8 realise any of the said undertaking and assets or (if the Borrower is not a corporate body) exercise all or any powers conferred by Clause 9 and 10 hereof and

- 11.2.9 insure the Property or undertaking and assets hereby charged in such manner as he shall think fit or the Lender shall from time to time direct and
- 11.2.10 appoint managers surveyors accountants agents officers servants and workmen for any of the aforesaid purposes at such fees salaries and for such periods as he may determine and
- 11.2.11 make and effect all repairs and improvements to the Property
- 11.2.12 settle compromise and arrange any claims accounts disputes and demands by any person who is or claims to be a creditor of the Borrower or relating in any way to the Property
- 11.2.13 do all such things as may be incidental or as he may think conducive to the realisation of the Lender's security and for any of the purposes aforesaid such Receiver may borrow from the Lender in priority to all other money hereby secured and any sum so borrowed shall be treated as immediately owing by the Borrower to the Lender and shall bear interest at the Specified Interest Rate for the time being in force
- 11.3 The powers conferred by this Clause 11 shall be in addition to all powers given by statute to the Lender or to any such Receiver
- 11.4 Any such Receiver shall be entitled to remuneration for his services and the services of his firm appropriate to the work and responsibilities involved upon the basis of charges from time to time adopted by the Receiver in accordance with the current practice of the Receiver or his firm and without being limited by the maximum rate specified in Section 109(6) Law of Property Act 1925
- 11.5 The Lender may from time to time remove the Receiver and appoint another in his place
- 11.6 If the Lender shall appoint more than one Receiver the powers given to a Receiver hereby and by statute shall be exercisable by such Receivers jointly and severally and any reference herein to "Receiver" shall be construed accordingly
- 12 **STATUTORY POWER OF SALE AND LETTING**
- Section 103 of the Law of Property Act 1925 shall not apply to this Legal Charge and the statutory powers of sale and letting are hereby extended so that any disposal whether by sale lease or otherwise by the Lender or by any Receiver appointed hereunder may be exercised on the execution of this Legal Charge and be effected on such terms and in such manner as the Lender or the Receiver may think fit free from the restrictions contained in the Law of Property Act 1925
- 13 **NOTICES**
- 13.1 Any notice or demand by the Lender may be sent by post or fax or delivered to the Borrower at the above address or the Borrower's address last known to the Lender or if the Borrower is a company to its registered office address or if the Borrower is a company may be served personally on any director or the secretary of the Borrower
- 13.2 A notice or demand by the Lender by post shall be deemed served on the day after posting
- 13.3 A notice or demand by the Lender by fax shall be deemed served at the time of sending
- 14 **MISCELLANEOUS**
- 14.1 References to "the Property" include any part of it
- 14.2 Interest may be calculated both before and after demand or judgement on a daily basis and compounded monthly on such days as the Lender may select

- 14.3 Each of the provisions of this Deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected
- 14.4
- 14.4.1 The Lender shall be entitled to all expenses properly incurred (including costs of legal proceedings whether brought by or against the Borrower or any other person) on a full indemnity basis and such expenses shall carry interest at the Specified Interest Rate from the date of expenditure
- 14.4.2 All expenses incurred or charged by or against the Borrower including (but without prejudice to the generality of the foregoing) any costs or expenses of any agents surveyors lawyers accountants builders managers officers servants workmen or others employed or appointed by the Lender in any matter related to this Legal Charge or matters or powers arising hereunder or related thereto or in respect of the administration or monitoring of this Legal Charge the Borrower the Property or any matter properly related thereto including internal administration or management costs and Costs (without prejudice to the generality of the foregoing) with interest shall be repayable by the Borrower on demand and until repaid shall be a charge on the Property and be and comprise part of the Amount Secured.
- 14.4.3 In circumstances to which Section 59 Solicitors Act 1974 applies (as well as where no order is made for the payment of costs) the Borrower agrees not to require costs to be taxed
- 14.5 The Lender may assign or otherwise dispose of the benefit of this Legal Charge and any sum or sums due or to become due hereunder and any other security provided by the Borrower to the Lender from time to time in connection therewith (including without prejudice to the generality of the foregoing any life policy) to any person (including without prejudice to the generality of the foregoing any subsidiary or associate company or any bank or financial or other institution) at any time with or without notice to the Borrower and the Borrower hereby consents to:
- 14.5.1 any such assignment transfer disposition or other contractual arrangement relating to this Legal Charge such sum or sums and any other security as aforesaid
- 14.5.2 the Lender passing any information contained in the Borrower's loan application and any supporting documentation which may thereafter be provided and any other information or documents relating to the Property the Loan the security for the Loan the history or conduct of the Borrower's account or any other information or documents relating to the Borrower or the Property to any actual or potential transferee or assignee or any other party with whom the Lender is considering entering into a contractual arrangement in relation thereto
- 14.6 Any liberty or power which may be exercised or any determination which may be made hereunder by the Lender may be exercised or made in the absolute and unfettered discretion of the Lender which shall not be under any obligation to give reasons therefor
- 14.7 The Borrower irrevocably appoints the Lender and the persons deriving title under it and its substitutes and any Receiver or Receivers appointed hereunder jointly and also severally to be the attorney of the Borrower in the Borrower's name and as the Borrower's act and deed to do any act or execute and deliver any deed or documents for all or any of the purposes mentioned in Clause 11.2 hereof and without prejudice to the generality of the foregoing the Borrower hereby covenants with the Lender and separately with any such Receiver that if required so to do the Borrower will ratify and confirm all such transactions entered into by the Lender or Receiver or by the Borrower at the Receiver's instance in the exercise or purported exercise of the power of the Lender and the Receiver and the Borrower irrevocably acknowledges and agrees that the said power of attorney is (inter alia) given to secure the

performance of such obligation to ratify and confirm owed to the Lender and such Receiver by the Borrower

- 14.8 No delay or omission on the part of the Lender in exercising any right or remedies under this Legal Charge shall impair that right or remedy or operate as to be taken to be a waiver of it nor shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise under this Legal Charge of that or any other right or remedy
- 14.9 The Lender's rights under this Legal Charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Lender deems expedient
- 14.10 Any certificate or determination of the Lender as to the total of the Amount Secured or (without limitation) any matter provided for in this Legal Charge shall be prima facie evidence of the matters referred to therein the absence of manifest error be conclusive and binding on the Borrower

## **15 LIABILITY OF THE LENDER**

- 15.1 In no circumstances shall the Lender be liable to account to the Borrower as a mortgagee in possession
- 15.2 The Lender shall be under no obligation to take any steps or institute any proceedings for the recovery of the several debts and monies hereby charged and in no circumstances shall the Lender be liable to the Borrower or any other person for any cost charges losses damages liabilities or expenses arising from or connected with any realisation of the Property or from any act default omission or misconduct of the Lender or the Receiver or the officers employees or agents of either or both of them in relation to the Property or in connection with this Legal Charge or the Offer Letter

## **16 THIRD PARTY DEALINGS**

Any purchaser or any other person dealing with the Lender or any Receiver shall not be concerned to enquire whether the Amount Secured has become payable or whether any power which it or he is purporting to exercise has become exercisable or whether any money is due under this Legal Charge or as to the application of any money paid raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Lender or such Receiver

## **17 CONTINUING SECURITY**

This Legal Charge shall be a continuing security to the Lender notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not prejudice or affect or be prejudiced or affected by any security relating to the Property or to any other property or any other security which the Lender may now or at any time in the future hold in respect of the Amount Secured or any of them and shall continue in full force and effect as a continuing security until discharged

## **18 LAND REGISTRY**

- 18.1 Where the title to the Property is or becomes registered at the Land Registry the parties hereto hereby apply to the Chief Land Registrar for a restriction in the following terms to be entered on the Register of Title relating to any Property registered at the Land Registry and against which this Deed may be noted:-

"No disposition of the registered estate (other than a charge) 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 Keith Whitbread referred to in the Charges Register"

- 18.2 Subject to the terms of the Offer Letter, the Lender is under an obligation to make further advances to the Borrower in accordance with the terms of the Offer Letter.
- 18.3 For the purposes of sub-section 94(1)(c) of the Law of Property Act 1925, sub-section 49(3) of the Land Registration Act 2002 and Rule 108 of the Land Registration Rules 2003, the obligation on the Lender to make further advances will be deemed to be incorporated in this Legal Charge as if the same were set out in this Legal Charge
- 18.4 For the purposes of Rule 108 of the Land Registration Rules 2003 and sub-section 49(3) of the Land Registration Act 2002, the Borrower hereby consents to the lodgement at the Land Registry of an application by or on behalf of the Lender for the entry of a note of the obligation to make further advances on the register of title of the Property
- 19 **Governing law**
- This Legal Charge (and any dispute, proceedings or claims of whatever nature arising out of or in any way relating to this Legal Charge) shall be governed by and construed in all respects in accordance with English law
- 20 **Jurisdiction**
- 20.1 The courts of England have exclusive jurisdiction to hear and determine any proceedings and to settle any dispute (including any proceedings or dispute regarding the existence, validity or termination of this Legal Charge which may arise out of or in connection with this Legal Charge (respectively "**Proceedings**" and a "**Dispute**")
- 20.2 This Clause 20 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to any dispute arising out of or in connection with this Legal Charge in any other court of competent jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions
- 20.3 The Borrower irrevocably waives any objection it may have now or in the future to the courts of England being nominated as the forum to hear and determine any Proceedings or settle any Dispute and agrees not to claim that the courts of England are not a convenient forum

**IN WITNESS** whereof the parties hereto have executed this legal charge as a Deed the day and year first before written

## **SCHEDULE 1**

### **(Lease Covenants)**

Where the Property is leasehold or subject to any lease agreement for lease or tenancy ("the Property Lease") the Borrower covenants with the Lender at all times during the continuance of this security:-

- 1 To perform and observe all covenants and conditions contained in the Property Lease to be performed and observed by the lessee and where the Property has been let contained in any such occupational lease to be observed and performed by the lessor
- 2 To enforce the due observance and performance of all obligations of all other parties to the Property Lease and where the Property has been let in any such occupational lease
- 3 Not to waive release or vary any of the terms of the Property Lease or where the property has been let in any occupational lease or to accept any surrender of any such occupational lease or exercise any powers to determine or extend the same or grant any consent or licence or conclude any rent review under the same without in each case the consent of the Lender
- 4 If the Borrower shall receive any notice under Section 146 of the Law of Property Act 1925 or any proceedings shall be commenced for forfeiture of the Lease or any attempt shall be made to re-enter under the provisions of the Property Lease the Borrower shall give immediate notice of such event in writing to the Lender and shall at the request of the Lender and at the expense of the Borrower take such steps as the Lender may in its absolute discretion require

**EXECUTED AS A DEED by**

the Borrower acting by two directors

or by a director and its secretary

.....  
Director

.....  
Director/Secretary

**OR**

**EXECUTED AS A DEED by**

the Borrower acting by one director

in the presence of a witness:

.....  
Director

Witness Signature: .....

Name: *(please print)* .....

Address: .....

Occupation: .....

.....  
John James Mansell  
Solicitor  
Paris Smith LLP  
Number 1 London Road  
Southampton SO15 2AE

**For and on behalf of the Lender**

.....  
Authorised Signatory

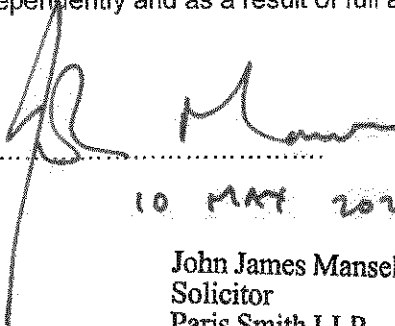


## SOLICITORS CERTIFICATE

(Borrower)

I, the undersigned, confirm to the Lender as follows:-

- I have fully explained the effect of the Legal Charge the Offer Letter referred to in it and the terms and conditions thereto to the Borrower
- I have satisfied myself that the Borrower has executed the aforementioned documents freely and independently and as a result of full and informed consideration of their consequences



10 MAY 2022

Solicitor

John James Mansell

Dated

Solicitor

Firm

Paris Smith LLP

Address

Number 1 London Road

Southampton SO15 2AA