



Registration of a Charge

Company Name: **BACKHOUSE (WARMINSTER) LIMITED**

Company Number: **12417229**



Received for filing in Electronic Format on the: **11/02/2022**

XAXMPL5D

Details of Charge

Date of creation: **03/02/2022**

Charge code: **1241 7229 0003**

Persons entitled: **SOLUTUS ADVISORS LIMITED**

Brief description: **THE FREEHOLD PROPERTY FORMING PART OF THE LAND KNOWN AS LAND ON THE NORTH SIDE OF UPPER MARSH LANE, WARMINSTER, WILTSHIRE. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

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: **DAC BEACHCROFT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12417229

Charge code: 1241 7229 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd February 2022 and created by BACKHOUSE (WARMINSTER) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th February 2022 .

Given at Companies House, Cardiff on 14th February 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

DATED 3 February 202~~1~~²

BACKHOUSE (WARMINSTER) LIMITED
as Chargor

SOLUTUS ADVISORS LIMITED
as Security Agent

SUPPLEMENTAL CHARGE

relating to a security agreement dated 31 January 2020

DATED 3 February 2022

PARTIES

- (1) **BACKHOUSE (WARMINSTER) LIMITED** a company incorporated in England and Wales with company number 12417229 whose registered office is at C/O DAC Beachcroft LLP, Portwall Place, Portwall Lane, Bristol BS1 9HS (the "**Chargor**")
- (2) **SOLUTUS ADVISORS LIMITED** as security trustee for the Finance Parties (the "**Security Agent**")

BACKGROUND

- (A) This Deed is supplemental to a legal charge ("**Principal Charge**") dated 31 January 2020 between the Chargor (1) and the Security Agent (2).

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"**Additional Property**" means the property details of which are set out in the Schedule (*Additional Property*) including all:

- (a) land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future;
- (b) buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it; and
- (c) easements, access-rights, rights of way, wayleaves and rights attaching to it.

1.2 Construction

Save as set out at Clause 1.1 (*Definitions*) of this Deed, the terms of clause 1 (Definitions and interpretation) of the Principal Charge shall apply to this Deed with all necessary modifications and as if they were set out here in full.

2 SECURITY

2.1 General

All the security created under this Deed is created in favour of the Security Agent as continuing security for the payment and discharge of the Secured Liabilities with full title guarantee.

2.2 Mortgage

The Chargor charges by way of legal mortgage:

- (a) the Additional Property; and
- (b) any other freehold or leasehold property now vested in the Chargor.

2.3 No obligation or liability

None of the provisions of this Clause 2 (*Security*) shall impose, or imply on the Security Agent any obligation or liability in relation to the Additional Property.

3 CHARGOR'S COVENANTS

The Chargor covenants with the Security Agent to perform and observe all its covenants and obligations expressed in or implied by the terms of the Principal Charge as if they were set out here in full (with all necessary modifications) and shall apply to the Additional Property as appropriate including Clause 21.3 (Negative pledge) of the Facility Agreement.

4 INCORPORATION

All the terms, powers and provisions contained in the Principal Charge (including the exclusion of section 93 of the Law of Property Act 1925 restricting the right of consolidation) are deemed incorporated here as if set out in full (with all necessary modifications) and shall apply to the Additional Property as appropriate.

5 PERFECTION OF SECURITY

5.1 Restriction

- 5.1.1 The Chargor authorises the Security Agent to make an application on Form RX1 (or such other form as may be prescribed from time to time) to enter the following restriction against the relevant registered estate:

"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 _____ 2021 in favour of Solutus Advisors Limited referred to in the Charges Register (or its conveyancer)."

- 5.1.2 The Chargor authorises the Security Agent to apply to the Land Registry to enter any obligation to make further advances on the charges register of the relevant registered estate.

6 ENFORCEMENT

- 6.1 The Secured Liabilities shall be deemed to have become due for the purposes of section 101 of the Act immediately upon the date of this Deed.

- 6.2 The enforcement powers of the Security Agent in connection with this Deed shall be immediately exercisable:

- (a) upon a Global Event of Default or a Project Event of Default in relation to the Warminster Project which is continuing; or
- (b) at the Security Agent's discretion, at the request of the Chargor.

- 6.3 The restrictions imposed by section 103 of the Act shall not apply to the security created by this Deed.

- 6.4 In addition to all other protection afforded by statute, every purchase (as defined by section 205 of the Act) or other party dealing with the Security Agent or any Receiver shall be entitled to assume without enquiry that a Global Event of Default of a Project Event of Default which is continuing in relation to the Warminster

Project has occurred and that the Secured Liabilities are outstanding and have become due.

7 NOTICES

7.1 The provisions as to notices set out in:

- (a) the Facility Agreement; and
- (b) clause 5.3. (notices) of the Principal Charge,

will apply to this Deed as if set out in full here and in the case of provisions as to notices set out in the Facility Agreement as if each reference to the "Borrower" is a reference to the "Chargor".

8 ATTORNEY

8.1 The Chargor by way of security irrevocably appoints the Security Agent and every Receiver jointly and severally to be its attorney (with full power of substitution) in its name and on its behalf to execute and deliver any documents and do or perfect anything which the Security Agent and/or the Receiver shall consider appropriate for perfecting, maintaining, preserving, enhancing or enforcing the security created by this Deed and/or the value of any of the Additional Property and/or for the purpose of enforcing the performance of the Chargor's obligations in connection with this Deed.

8.2 The Chargor ratifies and confirms all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of its powers.

9 LAW OF PROPERTY (MISCELLANEOUS PROVISIONS) ACT 1989

The terms of any other agreement, document or side letter between the parties to this Deed are incorporated to the extent required for the purported disposition of the Additional 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.

10 RIGHTS OF THIRD PARTIES

10.1 Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

10.2 The parties may rescind or vary this Deed without the consent of a third party to whom an express right to enforce any of its terms has been provided.

11 LAW AND JURISDICTION

11.1 Governing law

This Deed and any non-contractual obligations arising out of or in relation to this Deed are governed by English law.

11.2 Jurisdiction of English courts

11.2.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligations arising out of or in connection with this Deed) (a "**Dispute**").

- 11.2.2 The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- 11.2.3 Notwithstanding Clause 11.2.1, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

This Deed has been executed as a deed and delivered on the date stated at the beginning of this Deed.

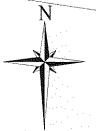
Schedule
Additional Property
Part 1
The Property

The freehold property forming part of the land known as land on the north side of Upper Marsh Lane, Warminster, Wiltshire shown tinted pink on the plan at the Schedule, Part 2 (*Property Plan*).

Part 2
Property Plan

savills

Smallbrook Meadows
(Nature Reserve)



FB

Pump House



River Wyltse

Henford House
(Nursing Home)

The Garden House

Penny

Gate Cottage

Woolhouse

Crane Cottage

Main Cottage

Turnpike Cottage

NOTE - Reproduced from the Ordnance Survey Map with the permission of the Controller of H.M. Stationery Office.
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MCL 29187/DAMASK WAY, SLIVERS, LR [Date: 20/05/2021]
The Cartographic & Design Team, Wessex House, Wimborne, Dorset, BH21 1PB
Tel: (01202) 858800

SCALE 1/1250 @ A3

EXECUTION PAGES

Chargor

Executed as a deed by **BACKHOUSE
(WARMINSTER) LIMITED** acting by

STEVEN RUSSELL

)
)
)
)
Director

in the presence of:

Name of witness:

SIMON REDMAN

Signature of witness:

[Redacted Signature]

Address:

[Redacted Address]

Occupation: TECHNICAL MANAGER

I confirm I was physically present when Steven Russell Signed
[Redacted] signed.

DACB

Address: C/O DAC Beachcroft LLP
Portwall Place
Bristol
BS1 9HS

Attention: Thomas Mirfield
(with a copy addressed to
Jonathan White)

Security Agent

Executed as a deed by **SOLUTUS
ADVISORS LIMITED** acting by

)
)
)
)
)

.....

.....
Director

in the presence of:

Name of witness:

.....

Signature of witness:

.....

Address:

.....

.....

.....

.....

Occupation:.....

I confirm I was physically present when

..... signed.

Address: Solutus Advisors Limited

Canal Mill
Botany Brow
Chorley
Lancashire
PR6 9AF

Fax: +44 203 004 1789

Attn: Head of Primary Servicing