



**Registration of a Charge**

Company Name: **CDC BESPOKE PROPERTIES (BROMSGROVE) LIMITED**

Company Number: **13058600**



Received for filing in Electronic Format on the: **09/07/2021**

XA8C9MYW

**Details of Charge**

Date of creation: **08/07/2021**

Charge code: **1305 8600 0001**

Persons entitled: **BUSINESS LENDING RESIDENTIAL FUNDING 3 LIMITED**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS LAND ON THE EAST SIDE OF FRINGE GREEN CLOSE, BROMSGROVE, WORCESTERSHIRE (AS TRANSFERRED BY A TRANSFER OF PART DATED 26 FEBRUARY 2021 AND MADE BETWEEN (1) ROBERT EDWARD VERNALLS, ROBERT JOHN VERNALLS AND RICHARD THOMAS VERNALLS AND (2) CDC BESPOKE PROPERTIES (BROMSGROVE) LIMITED) AND BEING THE LAND REGISTERED UNDER TITLE NUMBER WR197193.**

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

Certified by: **JEREMY ROSEN**



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

Company number: 13058600

Charge code: 1305 8600 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th July 2021 and created by CDC BESPOKE PROPERTIES (BROMSGROVE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th July 2021 .

Given at Companies House, Cardiff on 13th 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**

Date: 8<sup>th</sup> July 2021

**CDC Bespoke Properties (Bromsgrove) Limited**

as Chargor

**Business Lending Residential Funding 3 Limited**

as Chargee

## Legal Charge

Relating to property known as Land on the <sup>east</sup> ~~south~~ side of Fringe  
Green Close, Bromsgrove, Worcestershire

66

## **Contents**

<b>No</b>	<b>Heading</b>	<b>Pages</b>
1.	Definitions and interpretation	1
2.	Undertaking to pay	3
3.	Security	3
4.	Restrictions on dealing	5
5.	Representations and warranties	5
6.	Undertakings	7
7.	When Security Becomes Enforceable	9
8.	Enforcement of Security	10
9.	Receiver	11
10.	Powers of Receiver	12
11.	Application of Proceeds	14
12.	Expenses and payments	15
13.	Interest	15
14.	Further Assurances	16
15.	Power of Attorney	16
16.	Non-release provisions	16
17.	Release and recourse	18
18.	Miscellaneous	18
19.	Benefit of this Deed	20
20.	Notices	20
21.	Governing Law	20
	<b>Schedule 1</b>	<b>21</b>
	The Property	21

THIS LEGAL CHARGE is made the 28<sup>th</sup> day of July 2021

BETWEEN:

- (1) **CDC Bespoke Properties (Bromsgrove) Limited** (Company Number: 13058600) whose registered office is at 4 The Business Quarter, Eco Park Road, Ludlow, Shropshire, United Kingdom, SY8 1FD (the "Chargor"); and
- (2) **Business Lending Residential Funding 3 Limited** (Company Number 09242366) whose registered office is at Crown House, 1 Crown Square, Woking, Surrey GU21 6HR (the "Lender").

IT IS AGREED as follows:

1. **Definitions and interpretation**

1.1 **Definitions**

In this Deed:

"Act" means the Law of Property Act 1925;

"Adverse Property Effect" means, in the reasonable opinion of the Lender, a material and adverse effect on (a) the value or marketability of the Property, (b) the ability of the Chargor to use the Property for the purposes for which it is currently used, or (c) the validity or enforceability, or the effectiveness or ranking, of this Security or the rights or remedies of the Lender under this Deed;

"Charged Assets" means the Property and all other assets of the Chargor for the time being the subject of any Security created or, where the context admits, intended to be created by this Deed;

"Conditions" means the Lender's Standard Lending Conditions 2012 a copy of which is attached to the Offer and otherwise referred to in the Offer (as they may be amended, supplemented or replaced from time to time);

"Credit Agreement" means the Offer and the Conditions together;

"Development" means the development to be carried out upon the Property by or on behalf of the Chargor and which is to be funded (in whole or in part) by the Lender;

"Event of Default" means any event or circumstance specified as such in the Conditions or any failure by the Chargor to comply with any provision of this Deed or any other Security in favour of the Lender;

"Offer" means the letter dated 28<sup>th</sup> May 2021 addressed by the Lender to the Borrower in respect of the offer of a loan in the amount of £1,472,622 (or thereabouts) in respect of the Property and which has attached or otherwise refers to the Conditions;

"Permit" is defined in Clause 6.13 (Permits);

"Permitted Security" means any Security created in favour of the Lender;

"Property" means the property specified in Schedule 1 (The Property);

**"Receiver"** means a receiver or receiver and manager appointed by the Lender under this Deed;

**"Rent Account"** means a designated account with the Lender (or a bank acceptable to the Lender) into which all Rental Income is to be paid under Clause 3.3 (*Rental Income*);

**"Rental Income"** means all present and future rents, licence fees and other moneys receivable by the Chargor under or arising out of any lease or licence of the Property or otherwise derived by the Chargor from or in respect of the Property, and including service charges and insurance rents;

**"Secured Obligations"** means all present and future obligations and liabilities of the Chargor owed or expressed to be owed to the Lender whether actual or contingent and whether owed or incurred alone or jointly and/or severally with another and as principal or as surety or in any other capacity or of any nature;

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect; and

**"Security Period"** means the period beginning on the date of this Deed and ending on the date on which the Lender is satisfied that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full.

## 1.2 Construction

- (a) In this Deed, unless the context otherwise requires, any reference to:
- (i) **"assets"** includes present and future properties, revenues and rights of every description and includes the proceeds of sale of any such asset;
  - (ii) the **"Charged Assets"**, the **"Property"**, or the **"Secured Obligations"** includes a reference to any part of them or it;
  - (iii) a Clause or Schedule is a reference to a clause of or schedule to this Deed;
  - (iv) this **"Deed"** or any other agreement or document is a reference to the same as it may have been, or may from time to time be, amended, varied, supplemented or novated;
  - (v) freehold, leasehold or other immovable property includes all buildings, erections, fixtures and fittings on that property and the proceeds of sale of that property;
  - (vi) a **"lease"** includes a lease, underlease, tenancy agreement and agreement for lease;
  - (vii) a party to this Deed includes its successors and assigns;
  - (viii) a **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having a separate legal personality);
  - (ix) any provision of law includes that provision as amended, re-enacted or replaced and includes any subordinate legislation; and

- (x) words in the singular include the plural and vice versa and words in one gender include any other gender.
- (b) Headings in this Deed are for ease of reference only.
- (c) If there is any conflict or inconsistency between the terms of this Deed and the Credit Agreement the terms of the Credit Agreement shall prevail (save in the case of Clauses 4.2 (*HM Land Registry*), 6.1 (*Insurance cover*), 6.2 (*Premiums and proceeds*), 6.3 (*Leasehold Property*) and paragraph (c) of Clause 6.4 (*Repair*) of this Deed, which shall prevail over the Credit Agreement).
- (d) It is intended that this document take effect as a deed notwithstanding the fact that (if executed by the Lender) the Lender may only execute this document under hand.
- (e) The terms of any other agreement and of any side letter between the parties to this Deed are incorporated in this Deed to the extent required to ensure that any purported disposition of or purported agreement to dispose of any freehold, leasehold or other immovable property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (f) The Chargor certifies that this Deed does not contravene the Chargor's Memorandum and Articles of Association or other constitutive documents of the Chargor.
- (g) This Deed is a Finance Document.
- (h) The provisions of Conditions 1.2 (*Definitions*) (to the extent such words or terms are not otherwise defined in this Deed) and 1.3 (*Interpretation*) of the Conditions (as they may be amended or replaced from time to time) shall be deemed to be incorporated into this Deed.
- (i) The provisions of this Deed shall take effect subject to the terms of any Security for any Senior Debt.

### **1.3 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 enjoy the benefit of any term of this Deed.

## **2. Undertaking to pay**

The Chargor undertakes to pay the Secured Obligations to the Lender when due.

## **3. Security**

### **3.1 Nature of Security created**

All the Security created under this Deed is created:

- (a) with full title guarantee in favour of the Lender as a continuing security for the payment, discharge and performance of the Secured Obligations;
- (b) (save in the case of the Property) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them.

### 3.2 Fixed charges

The Chargor:

- (a) charges the Property by way of legal mortgage; and
- (b) if the Chargor is not an individual, charges by way of fixed charge all plant and machinery on or in the Property and owned by the Chargor and its interest in any other plant and machinery in its possession; and
- (c) charges all goodwill of any business carried on by the Chargor at the Property by way of first fixed charge; and
- (d) assigns absolutely subject to the provisions of Clause 17 (*Release and recourse*)::
  - (i) the Rental Income and the benefit of all rights and claims of the Chargor against tenants or occupiers of the Property or their guarantors;
  - (i) the benefit of all rights and claims of the Chargor against managing agents, professional advisors, suppliers or contractors in relation to the Property;
  - (ii) the benefit of all Permits held by the Chargor in connection with any business carried on at the Property;
  - (iii) the benefit of all guarantees, insurances or compensation monies relating to any of the Charged Assets;
  - (iv) the benefit of any agreements or arrangements entered into with any person for the purpose of or in connection with the fixing, capping or hedging of the rate of interest payable by the Chargor in respect of any borrowing from or indebtedness to the Lender and any right or option to enter into any such agreement or arrangement;
  - (v) all monies standing to the credit of the Rent Account;
  - (vi) any share or membership rights in a residents' association or management company relating to the Property;
  - (vii) any other benefits or rights of any kind now or at any time relating to the Property, its use, construction or title; and
  - (viii) all its benefits and rights under the Building Contract.

### 3.3 Rental Income

The Chargor shall procure that all Rental Income (if any) is paid directly to the Rent Account and, immediately on demand by the Lender at any time, shall give written notice to its tenants and other occupiers of the Property to pay all Rental Income directly to the Rent Account. Upon such demand the Chargor shall hold any Rental Income received by it upon trust for the Lender until payment to the Lender.



#### **4. Restrictions on dealing**

##### **4.1 Negative pledge and disposals**

The Chargor shall not without the prior written consent of the Lender:

- (a) create or permit to subsist any Security on or over any Charged Asset other than any Permitted Security;
- (b) sell, assign, convey, transfer or otherwise dispose of any Charged Asset or permit or enter into any agreement to do so;
- (c) grant or agree to grant or accept the surrender of any lease of any Charged Asset; or
- (d) part with or share possession or occupation of the Property or grant any licence to occupy the Property or agree to do any such thing.

##### **4.2 HM Land Registry**

- (a) The Chargor applies to the Chief Land Registrar for a restriction in the following terms to be entered on the Register of Title relating to the 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 [date] in favour of Business Lending Residential Funding 3 Limited referred to in the charges register."

- (b) The Chargor certifies to HM Land Registry that this Security does not contravene any of the provisions of its memorandum or articles of association or other constitutive documents

#### **5. Representations and warranties**

The Chargor makes the representations and warranties set out in this Clause to the Lender.

##### **5.1 Status**

It is a corporation duly established and validly existing under the laws of England and Wales and has power to carry on its business as it is now being conducted and to own property and other assets.

##### **5.2 Power and authority**

The execution, delivery and performance of this Deed is within its corporate powers, has been duly authorised and does not conflict with (i) any law or regulation applicable to it or (ii) its constitutive documents or (iii) any agreement or instrument binding on it.

##### **5.3 Binding obligations**

The obligations and liabilities expressed to be assumed by it under this Deed are legal, valid, binding and enforceable obligations of the Chargor.

#### **5.4 Title**

The Chargor:

- (a) is the sole legal and beneficial owner of the Property; and
- (b) has a good and marketable title to the Property,

in each case free from any Security (other than the Permitted Security).

#### **5.5 Valid Security**

This Deed creates the Security it purports to create and is not liable to be avoided or otherwise set aside on the winding-up, administration or insolvency of the Chargor or otherwise.

#### **5.6 No default**

There is no breach of any law or regulation which materially and adversely affects the value of the Charged Assets.

#### **5.7 Covenants and other rights**

There are no covenants, agreements, reservations, conditions, interests, rights or other matters of any nature which materially and adversely affect the Charged Assets.

#### **5.8 Necessary facilities**

No facility necessary for the use and enjoyment of the Property is subject to terms entitling any person to terminate or curtail its use.

#### **5.9 Environmental law**

- (a) It has obtained all requisite environmental licences applicable to it and has at all times complied in all material respects with the terms of those environmental licences and all other applicable environmental law.
- (b) Save as disclosed to the Lender prior to the date of this Deed, no dangerous, hazardous, toxic waste or substance, or substance capable of damaging the environment has been used, disposed of, generated, stored, transported, dumped, deposited, buried or emitted at, on, from or under the Property in circumstances where this results or might result in a liability on the Chargor.

#### **5.10 Overriding interests**

Nothing has arisen or has been created or is subsisting which is or would be an overriding interest or an unregistered interest which overrides first registration or a registered disposition over the Property under the Land Registration Acts 1925 to 2002;

#### **5.11 Centre of main interests**

For the purposes of Regulation (EU) 2015/848 of 20 May 2015 on insolvency proceedings (recast) the Chargor's centre of main interest (as that term is used in Article 3(1) of that Regulation) is situated in England and Wales and it has no "establishment" (as that term is used in Article 2(10) of that Regulation) in any other jurisdiction..

## **5.12 Repetition**

The representations and warranties set out in Clause are made on the date of this Deed and are deemed to be repeated by the Chargor by reference to the facts and circumstances then existing on each day until the expiry of the Security Period.

## **6. Undertakings**

### **6.1 Insurance cover**

The Chargor shall keep the Property and all other Charged Assets which are of an insurable nature insured:

- (a) to the Lender's reasonable satisfaction with reputable insurance companies or underwriters against all risks for which it is normal to insure such assets (or as the Lender may reasonably require) to their full reinstatement cost from time to time (together with VAT and all architects' and other professional fees) and three years' loss of rent;
- (b) in the name of the Chargor with the Lender's interest noted on the policy or, if the Lender requires it, in the joint names of the Chargor and the Lender or with the Lender as composite insured in respect of its own separate insurable interest under any of the insurances, and in any event with the Lender named as loss payee; and
- (c) on terms including a standard mortgagee protection clause and providing that the policy shall not be invalidated so far as the Lender is concerned or cancelled without the insurers first giving to the Lender not less than 14 days prior written notice.

### **6.2 Premiums and proceeds**

The Chargor shall:

- (a) promptly pay all premiums and do all other things necessary to keep all such insurance policies in force and if required by the Lender deliver to the Lender the policies of such insurances and evidence satisfactory to the Lender of the payment of premiums; and
- (b) apply any insurance proceeds in making good the loss or damage or at the Lender's option in or towards the discharge of the Secured Obligations.

### **6.3 Leasehold Property**

If the Property is held by the Chargor under a lease or is subject to a prior Security the Lender shall not require the Chargor to effect separate insurance so long as the insurance effected pursuant to the lease or prior Security otherwise complies with the provisions of this Clause 6 and is on terms reasonably satisfactory to the Lender.

### **6.4 Repair**

- (a) The Chargor shall put and keep:
  - (i) all buildings, installations and structures on the Property in good and substantial repair and condition and adequately and properly painted and decorated; and

- (ii) all fixtures, fittings, plant, machinery, implements and other effects which are in or upon the Property in a good state of repair and condition,

in each case replacing, rebuilding and renewing the same when necessary.

- (b) Paragraph (a) above does not apply to the carrying out of the Development in accordance with the terms of the Credit Agreement.
- (c) The Chargor must carry out any energy efficiency improvements necessary, or take any other steps necessary, to ensure that at all times each part of the Property which is designed to be let can be let or can continue to be let without breaching any applicable laws or regulations in respect of minimum levels of energy efficiency for properties.

#### **6.5 Alterations**

- (a) The Chargor shall not without the prior written consent of the Lender:
  - (i) demolish, pull down or remove any building, installation, structure or fixture on the Property or permit the same to occur; or
  - (ii) erect any building, installation or structure on the Property or make any material alteration to or change of use of the Property, or permit any of the same to occur,

if, in any case, such action would have an Adverse Property Effect.

- (b) Paragraph (a) above does not apply to the carrying out of the Development in accordance with the terms of the Credit Agreement.

#### **6.6 Outgoings**

The Chargor shall pay all rents and outgoings and perform all covenants, agreements and obligations in respect of the Property.

#### **6.7 Compliance with laws**

The Chargor shall comply in all respects with the provisions of all statutes and subordinate legislation (including, but not limited to, those relating to planning and environmental matters) which apply to the Property or any other Charged Asset or to any business for the time being carried on at the Property.

#### **6.8 Occupational leases**

When the Property is subject to any lease or occupational licence the Chargor shall:

- (a) enforce the due performance and observance of all obligations of all other parties to any such lease or licence; and
- (b) not waive, release or vary any of the terms of any such lease or licence, or grant any consent under the provisions or in respect of any such lease or licence, or accept the surrender of or exercise any power or commence any proceedings to forfeit or otherwise to determine any such lease or licence, or re-enter the relevant premises or agree to do any such thing, in each case without the prior written consent of the Lender.

## **6.9 VAT election**

The Chargor shall not without the prior written consent of the Lender elect to waive exemption from VAT in relation to the Property.

## **6.10 Notices of assignment**

If requested by the Lender, the Chargor shall promptly give notice to any person who is a party to a document or proceeding involving the Chargor the benefit of which is assigned or charged to the Lender under this Deed of the Lender's interest in the relevant Charged Asset and shall use its reasonable endeavours to procure that such person acknowledges receipt of such notice.

## **6.11 Documents**

The Chargor shall deposit with the Lender all deeds and documents of title relating to the Property and all insurance policies relating to the Charged Assets.

## **6.12 Notices**

The Chargor shall promptly supply to the Lender copies of any requirement or notice served or given by any competent authority relating to the Property and if requested by the Lender, join with the Lender in agreeing or objecting to anything proposed in relation to the Property.

## **6.13 Permits**

Where the Property at any time is or includes premises in respect of which an authorisation, permit, registration certificate or licence of any kind (a "**Permit**") is in force, whether under the Licensing Act 2003 or any other legislation, the Chargor shall take all necessary steps to ensure the renewal or continuation of any Permit and not do or allow to happen anything which might adversely affect any such Permit.

## **6.14 Power to remedy**

The Lender may remedy any breach of any provision of this Clause 6 in any manner it may decide and may enter the Property with its advisers, contractors, equipment and materials to remedy such breach. The Lender shall not by doing so become a mortgagee in possession. The Lender may recover from the Chargor on demand all reasonable expenses incurred and money spent in doing so, which shall form part of the Secured Obligations and shall carry interest at the rate specified in Clause 13 (*Interest*).

## **6.15 Power of entry**

The Lender may at upon reasonable notice enter the Property with its advisers, contractors, equipment and materials at reasonable times during the day to inspect and survey the Property and any plant and machinery on the Property and carry out any environmental survey in respect of the Property. The Lender shall not by doing so become a mortgagee in possession. The Lender may recover from the Chargor on demand all reasonable expenses incurred and money spent in doing so, which shall form part of the Secured Obligations and shall carry interest at the rate specified in Clause 13 (*Interest*).

# **7. When Security Becomes Enforceable**

## **7.1 Timing**

This Security shall become immediately enforceable if:

- (a) an Event of Default occurs; or
- (b) the Chargor requests the Lender to exercise any of its powers under this Deed.

## **7.2 Enforcement**

After this Security has become enforceable, the Lender may in its absolute discretion enforce all or any part of this Security in any manner it sees fit.

## **8. Enforcement of Security**

### **8.1 Powers**

- (a) The Lender is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees, except that section 103 of the Act does not apply.
- (b) In addition, to the fullest extent permitted by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law upon a Receiver of the Charged Assets may after this Security has become enforceable be exercised by the Lender without first appointing a Receiver or notwithstanding the appointment of a Receiver.

### **8.2 Consideration on a disposal**

The consideration for any sale or other disposal of the Charged Assets by the Lender or any Receiver in the exercise of their respective powers may (in addition to that permitted under the Act on a sale by the Lender) consist of cash, shares, or other valuable consideration, may fluctuate according to or dependent upon profit or turnover or be determined by a third party, and may be payable in a lump sum or in instalments (with or without security).

### **8.3 Leasing**

The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender to lease, make agreements for leases, and accept surrenders of leases as the Lender may think fit and without the need to comply with any provision of Sections 99 or 100 of the Act, and may be exercised by the Lender at any time after this Security has become enforceable.

### **8.4 No liability as mortgagee in possession**

Neither the Lender nor any Receiver shall be liable, by reason of entering into possession of the Charged Assets, to account as mortgagee in possession. If the Lender or any Receiver shall take possession of the Charged Assets it or he may at any time go out of possession.

### **8.5 Protection of third parties**

No person dealing with the Lender or a Receiver will be concerned to enquire whether the Secured Obligations have become payable, or any power which the Lender or the Receiver is purporting to exercise has become exercisable, or any money remains due to the Lender, or how any money paid to the Lender or to the Receiver is to be applied.

### **8.6 Redemption of prior mortgages**

At any time after this Security has become enforceable, the Lender may redeem any prior Security against any Charged Asset, and/or procure the transfer of that Security to itself and/or settle and pass the accounts of the prior mortgagee, chargee or encumbrancer. Any accounts

so settled and passed shall be conclusive and binding on the Chargor. All principal moneys, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the Chargor to the Lender on demand and form part of the Secured Obligations.

#### **8.7 No liability on exercise of powers**

Neither the Lender nor its agents, managers, officers, employees, delegates and advisers nor any Receiver shall be liable to any claim, liability, loss, damage or cost incurred or arising in connection with the exercise or purported exercise of any right, power or discretion under this Deed in the absence of gross negligence or wilful misconduct.

#### **8.8 Chattels**

The Lender or any Receiver may at any time after this Security has become enforceable remove or dispose of any chattels on the Property as agent for the Chargor and, without prejudice to an obligation by the Lender and any Receiver to account for the net proceeds of any sale of the chattels, the Chargor shall indemnify the Lender and any Receiver against any liability arising from such disposal.

#### **8.9 General**

- (a) For the purposes of all powers implied by statute or arising by law, the Secured Obligations are deemed to have become due on the date of this Deed.
- (b) The power of sale and all other powers conferred on mortgagees by section 101 of the Act as varied or extended by this Deed shall arise on the execution of this Deed by the Chargor.
- (c) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (d) The power to appoint a Receiver pursuant to Clause 9.1 is in addition to the power to appoint a Receiver under section 101 of the Act. Section 109(1) of the Act does not apply to this Deed.

### **9. Receiver**

#### **9.1 Appointment**

At any time after this Security has become enforceable, or if the Chargor so requests the Lender in writing at any time, the Lender may without further notice appoint by deed or in writing under its hand any one or more persons to be a Receiver of all or any part of the Charged Assets.

#### **9.2 Extension of appointment**

If a Receiver is appointed of part of the Charged Assets the Lender may subsequently extend the appointment to all or any other part of the Charged Assets or appoint another Receiver of any other part of the Charged Assets.

#### **9.3 Removal**

The Lender may by writing under its hand remove any Receiver appointed by it, and whenever it deems it expedient, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

#### **9.4 Remuneration**

The Lender may fix the remuneration of any Receiver appointed by it.

#### **9.5 Receivers of the same assets**

If at any time any two or more persons appointed by the Lender hold office as Receivers of the same assets or income, each of them may (unless otherwise stated in the instrument(s) appointing them) exercise all powers and discretions conferred on Receivers by this Deed individually and to the exclusion of the other or others of them.

#### **9.6 Agent of the Chargor**

Each Receiver is deemed to be the agent of the Chargor. The Chargor alone is responsible for his remuneration and for the contracts, engagements, acts, omissions, defaults and losses of and for liabilities incurred by any Receiver.

### **10. Powers of Receiver**

#### **10.1 General**

Every Receiver has (subject to any limitations or restrictions expressed in the instrument appointing him, but notwithstanding any winding-up, administration or dissolution of the Chargor):

- (a) all the rights, powers and discretions conferred by the Act on receivers appointed under the Act and conferred on receivers or administrative receivers by the Insolvency Act 1986, or otherwise conferred by any law; and
- (b) all the rights, powers and discretions set out in this Clause 10.

#### **10.2 Possession**

A Receiver may take possession of, collect and get in the Charged Assets, including (but not limited to) all rents and other income.

#### **10.3 Perform undertakings and covenants**

A Receiver may comply with and perform all of the undertakings and covenants of the Chargor contained in this Deed.

#### **10.4 Repairs**

A Receiver may repair, decorate, maintain, furnish, alter or improve the Charged Assets.

#### **10.5 Building operations**

A Receiver may commence and/or complete any building operations or development on the Property and apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences, and may appoint and enter into contracts with building and engineering contractors or other contractors or professional advisors, in each such case as he may think fit.



#### **10.6 Borrow money**

A Receiver may borrow money either unsecured or on the security of the Charged Assets (either in priority to this Security or otherwise) and generally on such terms as he may think fit.

#### **10.7 Subsidiaries**

A Receiver may form a Subsidiary of the Chargor and transfer any Charged Asset to that Subsidiary on such terms and conditions as he thinks fit.

#### **10.8 Services to tenants**

A Receiver may provide such facilities and services for tenants and other occupiers and generally manage the Charged Assets in such a manner as he may think fit.

#### **10.9 Leasehold Property**

A Receiver may if the Property is leasehold, vary the terms of or surrender the lease and/or take a new lease of the Property on such terms as he may think fit. Any such new lease shall automatically be charged to the Lender on the terms of this Deed so far as applicable, but a Receiver shall if requested by the Lender execute a formal legal charge over such new lease in favour of the Lender in such form as the Lender may require.

#### **10.10 Power of sale**

A Receiver may sell, exchange, or otherwise convert into money or realise or dispose of the Charged Assets either by public auction or private contract or in any other manner, and generally in such manner and on such terms and conditions and for such consideration as he may think fit. Fixtures and fittings may be severed and sold separately from the Property.

#### **10.11 Leases and other rights**

A Receiver may:

- (a) let the Property for any term and at any rent, with or without a premium, and otherwise on such terms and conditions as he may think fit;
- (b) vary, terminate, renew, or accept surrenders of any lease or licence of or rights over the Property, with or without a premium to or by any tenant or other person, and generally in such manner and on such terms as he may think fit;
- (c) grant any consent or licence, serve any notice, and initiate and/or agree any rent review, in relation to any lease of the Property.

#### **10.12 Transfers and other disposals**

A Receiver may carry any sale, letting or other disposal into effect by transferring, letting or otherwise making such disposal in the name of the Chargor on and behalf of the Chargor and for that purpose may execute any deed, receipt or other document.

#### **10.13 Legal actions**

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to the Charged Assets as he may think fit.

#### **10.14 Obligations in relation to the Charged Assets**

A Receiver may enter into, perform, repudiate, rescind, rectify or vary contracts, covenants, commitments, guarantees and similar matters in relation to the Charged Assets.

#### **10.15 Settle disputes**

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands relating in any way to the Charged Assets or to any lease of the Property or to any covenant, condition or restriction affecting to the Property.

#### **10.16 Arrangements or compromises**

A Receiver may make any arrangement or compromise, allow time for payment or enter into, abandon, cancel or disregard any contracts or rights as he may think expedient.

#### **10.17 Insurance**

A Receiver may effect such insurances of or in connection with the Charged Assets as he may think fit.

#### **10.18 Employees**

A Receiver may engage or employ or dismiss managers, officers, contractors, agents, servants, workmen and others for any of the purposes referred to in this Clause 10 upon such terms as he may think fit.

#### **10.19 Other acts**

A Receiver may:

- (a) do all other acts and things which he may consider to be necessary or desirable for realising any Charged Asset or incidental or conducive to any of the rights, powers and discretions conferred on a Receiver by this Deed; and
- (b) exercise in relation to the Charged Assets all powers, authorities and things which he could exercise if he were the absolute beneficial owner of the Charged Assets.

### **11. Application of Proceeds**

#### **11.1 Order of application**

Subject to claims having priority to this Security any moneys received by the Lender or any Receiver under this Deed or otherwise by reason of this Security shall be applied in the following order of priority (but without prejudice to the right of the Lender to recover any shortfall from the Chargor):

- (a) in payment of or provision for all costs and expenses incurred by the Lender or any Receiver in or pursuant to the exercise of the powers set out in this Deed and all other outgoings properly payable by any Receiver;
- (b) in payment of all remuneration due to any Receiver;
- (c) in or towards payment of the Secured Obligations or such part of them as is then due and payable to the Lender; and

(d) in payment of the surplus (if any) to the Chargor or other person entitled to it.

The Lender may at any time vary such order in its absolute discretion.

## **11.2 Contingent or future liabilities**

If any money is received by the Lender or a Receiver as a result of the enforcement of or otherwise by reason of this Security at a time when the Secured Obligations include contingent or future liabilities the Lender or any Receiver may hold some or all of such money in an interest bearing suspense account.

## **12. Expenses and payments**

### **12.1 Expenses**

All costs, fees, taxes and expenses incurred by the Lender or any Receiver (including all amounts from time to time required by the Lender to compensate it for its internal management time) under or in connection with this Deed or its enforcement and/or the preservation of the Lender's rights under the Deed shall be reimbursed by the Chargor to the Lender on demand on a full indemnity basis and shall form part of the Secured Obligations.

### **12.2 Indemnity**

The Chargor shall indemnify the Lender and any Receiver against all liabilities, claims and expenses (including, but not limited to, any liability of the Lender or any Receiver in respect of any environmental matter) in connection with this Deed or for anything done or omitted to be done in the exercise or purported exercise of their powers pursuant to this Deed.

### **12.3 Stamp taxes**

The Chargor shall pay on demand all stamp, documentary, registration and other similar duties and taxes payable in connection with the entry into, performance or enforcement of this Deed and shall indemnify the Lender against any liabilities resulting from any delay or failure by the Chargor in making such payment.

### **12.4 Value added tax**

Where this Deed requires the Chargor to re-imburse the Lender for any costs or expenses the Chargor shall at the same time pay and indemnify the Lender against all VAT incurred by the Lender in respect of the costs and expenses to the extent that the Lender determines that it is not entitled to credit or repayment of the VAT.

## **13. Interest**

All monies, costs and expenses payable by the Chargor under this Deed shall form part of the Secured Obligations and if unpaid shall bear interest (both before and after judgment) from the date paid or incurred by the Lender or any Receiver until the date of payment or discharge by the Chargor at a rate equal to any default rate specified in the Credit Agreement and in the manner agreed between the Lender and Chargor in respect of any corresponding Secured Obligations (or if no such rate is specified at a rate four per cent per annum above the base rate of Barclays Bank PLC from time to time). Interest shall accrue (where not otherwise agreed as aforesaid in the Credit Agreement) from day to day on the basis of a year of 360 or 365 days (according to the usual practice of the Lender) and (without prejudice to the Chargor's obligation

to pay interest on demand) shall be compounded according to the usual practice of the Lender or, if there is no such practice, quarterly.

**14. Further Assurances**

The Chargor shall, at its own expense, take whatever action the Lender or a Receiver may require from time to time for perfecting or protecting this Security or for facilitating or effecting the realisation of any Charged Asset or the exercise of any right, power or discretion exercisable by the Lender or any Receiver in respect of any Charged Asset, including, but not limited to, the execution and delivery of any transfer, conveyance, assignment or assurance of any asset, the giving of any notice, order or direction and the making of any registration, which in any such case, the Lender or such Receiver may think expedient.

**15. Power of Attorney**

The Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any person nominated by the Lender, to be its attorney in its name and on its behalf to take any action which the Chargor is or may be obliged to take under or pursuant to this Deed or otherwise which the Lender or any Receiver in its or his discretion considers to be requisite or appropriate in order to carry any sale, lease or other disposal into effect, or to convey or transfer any legal estate or other interest in land or property, or generally to enable the Lender or a Receiver to exercise the respective powers conferred on them by or pursuant to this Deed or by law. The Chargor ratifies and confirms whatever such attorney should properly do.

**16. Non-release provisions**

**16.1 Waiver of defences**

The obligations and liabilities of the Chargor under this Deed and this Security will not be affected by an act, omission or thing (whether or not known to it or the Lender) which, but for this Clause, would reduce, release or prejudice any of such obligations and liabilities or Security including:

- (a) any time, waiver or consent granted to, or composition with, any person;
- (b) the release of any person under the terms of any composition or arrangement;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over property of, any person;
- (d) any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;
- (f) any amalgamation, merger or reconstruction of the Lender with any other person or any sale or transfer of the whole or any part of the assets of the Lender to any other person;
- (g) the existence of any claim, set-off or other rights which any other person may have at any time against the Lender, whether in connection with the Finance Documents or otherwise;

- (h) any novation, amendment (however fundamental) or replacement of a Finance Document or any other document or Security;
- (i) any obligation of any person under any Finance Document or any other document or Security being void, voidable, invalid, unenforceable or otherwise irrecoverable; or
- (j) any insolvency or similar proceedings.

## **16.2 Immediate recourse**

The Chargor waives any right it may have of first requiring the Lender to proceed against or enforce any other rights or Security or claim payment from any person before enforcing this Security. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

## **16.3 Appropriations**

During the Security Period the Lender may:

- (a) refrain from applying or enforcing any moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Obligations, or, subject to Clause 11 (*Application of proceeds*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Obligations or otherwise) and the Chargor shall not be entitled to the benefit of the same; and
- (b) hold in an interest bearing suspense account any moneys received from the Chargor for or on account of the Secured Obligations.

## **16.4 Deferral of Chargor's rights**

Until the expiry of the Security Period and unless the Lender otherwise directs, the Chargor will not exercise any rights which it may have by reason of the enforcement of this Deed to:

- (a) be indemnified by any other Obligor;
- (b) claim any contribution from any other Obligor or any other person in respect of any obligations and liabilities of that person under the Finance Documents;
- (c) take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under the Finance Documents or of any other guarantee or Security taken pursuant to, or in connection with, the Finance Documents by the Lender;
- (d) bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which the Chargor has given Security under this Deed;
- (e) exercise any right of set-off against any Obligor;
- (f) exercise any right of quasi-retainer or other analogous equitable right; and/or
- (g) claim or prove as a creditor of any Obligor in competition with the Lender.

## **16.5 Turnover**

If the Chargor receives any benefit, payment or distribution in relation to the rights referred to in Clause 16.4 (*Deferral of Chargor's rights*) it shall hold that benefit, payment or distribution on trust for the Lender and shall promptly pay or transfer the same to the Lender or as the Lender may direct for application in or towards discharge of the Secured Obligations.

## **17. Release and recourse**

### **17.1 Release of Charged Assets**

Upon the expiry of the Security Period (but not otherwise), the Lender shall, at the request and cost of the Chargor:

- (a) take whatever action is necessary to release the Charged Assets from, and/or to cancel, this Security; and
- (b) reassign or procure the reassignment to the Chargor of the assets assigned by it to the Lender pursuant to this Deed,

in each case subject to Clause 17.2 (*Releases conditional*) and without recourse to, or any representation or warranty by, the Lender or any of its nominees.

### **17.2 Releases conditional**

Any settlement, release or discharge under this Deed between the Lender and the Chargor will be conditional upon no security or payment to the Lender by the Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, winding-up, administration or insolvency for the time being in force, and if such condition is not satisfied, the Lender will be entitled to recover from the Chargor on demand the value of such security or the amount of any such payment as if such settlement, release or discharge had not occurred and/or to enforce this Security to the full extent of the Secured Obligations. The Lender may concede or compromise any claim that any payment, security or disposition is liable to avoidance, refund or reduction.

## **18. Miscellaneous**

### **18.1 Continuing Security**

This Security is continuing and extends to the ultimate balance of all the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part.

### **18.2 Additional Security**

This Security is in addition to and is not in any way prejudiced by any other Security now or subsequently held by the Lender for any of the Secured Obligations.

### **18.3 New accounts**

If the Lender receives, or is deemed to be affected by, notice of any subsequent Security or other interest affecting any Charged Asset the Lender may open a new account for the Chargor. If the Lender does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice. As from that time all payments made to the Lender will be credited or be treated as having been credited to the new account and will not operate to reduce any amount for which this Deed is security.

#### **18.4 No deduction or withholding**

All payments made by the Chargor to the Lender under this Deed shall be paid in full without set-off or counterclaim and without any deduction or withholding or payment for or on account of any present or future tax, levy, duty, impost or other charge or withholding of a similar nature. If the Chargor is required by law to make any such deduction or withholding or payment the Chargor shall immediately pay to the Lender such additional amount as will result in the immediate receipt by the Lender of the full amount which would otherwise have been received had no such deduction or withholding or payment been made.

#### **18.5 Set-off**

The Lender may set off any matured obligation owed by the Chargor to the Lender against any obligation (whether or not matured) owed by the Lender to the Chargor regardless of the place of payment, or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange for the purpose of the set-off in an amount estimated by it in good faith to be the amount of that obligation.

#### **18.6 Remedies and waivers**

No delay or omission of the Lender in exercising any right or remedy under this Deed shall impair or waive such right or remedy, nor shall any single or partial exercise of any right or remedy preclude its further exercise or the exercise of any other right or remedy. The Lender's rights and remedies under this Deed are cumulative and not exclusive of any rights or remedies provided by law and may be waived only in writing and specifically.

#### **18.7 Partial invalidity**

Any provision of this Deed which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Deed or affecting the validity or enforceability of such provision in any other jurisdiction.

#### **18.8 Certificates and determinations**

A certificate or determination by the Lender of the amount of the Secured Obligations outstanding at any time or of any other amount is, in the absence of manifest error, conclusive evidence for all purposes of this Deed as against the Chargor.

#### **18.9 Counterparts**

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

#### **18.10 Further advances**

The Lender covenants with the Chargor to perform its obligations under the Credit Agreement (including any obligations to make available further advances). The Chargor applies and agrees that the Lender may apply to the Chief Land Registrar (by submitting a form CH2 or otherwise) to enter the obligation to make further advances contained in this Clause on the register or registers of title relating to the Property.

**19. Benefit of this Deed**

**19.1 Assignment by Lender**

The Lender may at any time assign or transfer all or any part of its rights, and/or obligations under this Deed without the consent of the Chargor. The Chargor shall enter into any documents specified by the Lender to be necessary to give effect to such assignment or transfer.

**19.2 No assignment by Chargor**

The Chargor may not assign or transfer all or any part of its rights and/or obligations under this Deed.

**19.3 Disclosure of information**

The Lender may disclose:

- (a) to any person to (or through) whom it assigns or transfers (or may potentially assign or transfer) this Security or all or any of its rights and obligations under this Deed;
- (b) any Receiver or proposed replacement or additional Receiver;
- (c) any person with (or through) whom it enters into (or may potentially enter into) any arrangement in relation to, or any other transaction under which payments are to be made by reference to, the Secured Obligations; or
- (d) any person to whom, and to the extent that, information is required to be disclosed by any applicable law or regulation,

any information about the Chargor and this Deed as the Lender shall consider appropriate.

**20. Notices**

Any notice, demand or other communication under this Deed may be given in accordance with the provisions of the Credit Agreement.

**21. 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 and delivered on the date stated at the beginning of this document.



## Schedule 1

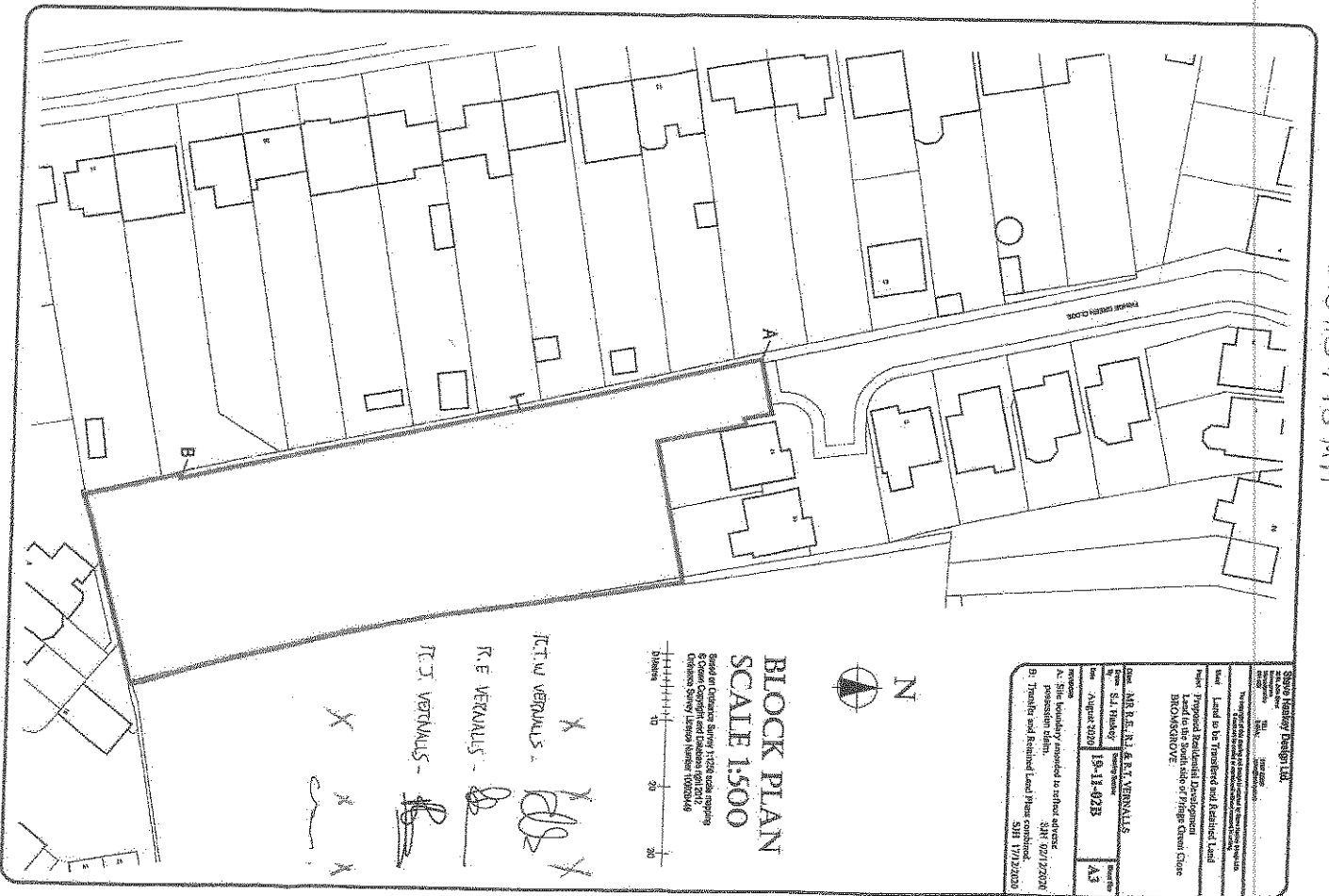
### The Property

The freehold property known as land on the <sup>east</sup> ~~south~~ side of Fringe Green Close, Bromsgrove, Worcestershire ~~forming parts of title numbers WR128332 and HW122746~~ (as transferred by a transfer of part dated 26 February 2021 and made between (1) Robert Edward Vernalls, Robert John Vernalls and Richard Thomas Vernalls and (2) CDC Bespoke Properties (Bromsgrove) Limited) and ~~as shown edged green on the attached plan and which is pending registration under title number WR197193.~~

✓ being the land registered

6-6


UTRAV. 516113795 M4




**Signatories**

**The Chargor**

**EXECUTED** as a **DEED** by **CDC BESPOKE PROPERTIES  
(BROMSGROVE) LIMITED** acting  
by a director in the presence of:

  
.....  
Signature of director

Signature of witness  .....

Print name ..... LUKE BEN CADBURY .....

Address ..... 8 SANSOME WALK .....

..... WORCESTER .....

..... CR1 1LH .....

**The Lender**

**SIGNED** for and on behalf of **BUSINESS LENDING RESIDENTIAL FUNDING 3 LIMITED**

By: