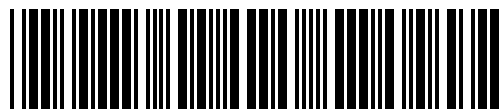




Registration of a Charge

Company Name: **PELICAN GROUP INVESTMENTS LIMITED**

Company Number: **13424287**



Received for filing in Electronic Format on the: **01/06/2023**

XC4QEGRL

Details of Charge

Date of creation: **01/06/2023**

Charge code: **1342 4287 0002**

Persons entitled: **LANDBAY PARTNERS LIMITED**

Brief description: **2 PELICAN COURT, 10 CARBERY AVENUE, SOUTHBOURNE,
BOURNEMOUTH, BH6 3LE**

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: **STACEY RUTTER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13424287

Charge code: 1342 4287 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st June 2023 and created by PELICAN GROUP INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st June 2023 .

Given at Companies House, Cardiff on 7th June 2023

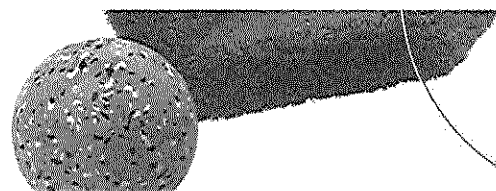
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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



Legal Mortgage

Case 70050511 | Date produced 18/04/2023

Applicant name: PELICAN GROUP INVESTMENTS LIMITED

Security: 2 PELICAN COURT, 10 CARBERY AVENUE, SOUTHBOURNE,
BOURNEMOUTH, BH6 3LE, England

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This deed is made on 1st June 2023

Between:

- 1) PELICAN GROUP INVESTMENTS LIMITED a company incorporated in England and Wales (registered number 13424287) whose registered office is at 12 Dartmouth Road, Ruislip, HA4 0DB (the "Chargor"); and
- 2) Landbay Partners Limited a company incorporated in England and Wales (registered number 08668507) whose registered office is at 60 Buckingham Palace Road, London, SW1W 0AH (the "Lender").

Background:

- A) This Deed is supplemental to the Loan Agreement (as defined below) pursuant to which the Chargor is bound to pay the Lender amounts, and at times, determined in accordance with the terms of the Loan Agreement.
- B) The Chargor is entering into this Deed to charge the Property (as defined below) in order to secure the moneys and liabilities covenanted to be paid by the Chargor in the Loan Agreement.

It is agreed as follows:

1 Definitions and Interpretation

- 1.1 Unless the context otherwise requires, words or expressions defined in the Loan Agreement shall have the same meaning in this Deed. In this Deed:

"Act" means the Law of Property Act 1925.

"Loan Agreement" means the loan agreement dated on or about the date of this Deed and made between the Lender and the Chargor under which the Lender has made, and may in future make, certain facilities available to the Chargor.

"Property" means the property described in the Schedule to this Deed.

"Secured Sums" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to the Lender under the Loan Agreement and each other Finance Document except for any money or liability which, if it were so included, would cause the infringement of section 678 or 679 of the Companies Act 2006.

"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.

1.2 Interpretation:

- a. Unless the context otherwise requires the interpretative provisions set out in the paragraphs below shall apply in this Deed.
- b. A reference to any party or person shall be construed as including its, and any subsequent successors in title, permitted transferees and permitted assigns, in each case in accordance with their respective interests.
- c. "including" and "in particular" shall not be construed restrictively but shall mean respectively "including, without prejudice to the generality of the foregoing" and "in particular, but without prejudice to the generality of the foregoing".
- d. A "person" includes any person, firm, company, corporation, government, state or agency of a state or any association, joint venture, trust or partnership (whether or not having separate legal personality) of two or more of the foregoing.
- e. "Receiver" means any receiver appointed under Clause 10 (Appointment of a Receiver) and (where the context permits) includes any substituted receiver;
- f. "variation" includes any variation, amendment, accession, novation, restatement, modification, assignment, transfer, supplement, extension, deletion or replacement however effected and "vary" and "varied" shall be construed accordingly.
- g.

- a. the Lender from making any subsequent appointment of a Receiver over the Property over which a Receiver has ceased to act; or
- b. the appointment of an additional Receiver to act while the first Receiver continues to act.

10.6 Receiver's agency

The Receiver shall be the agent of the Chargor (which shall be solely liable for his acts, defaults and remuneration).

10.7 Powers of a Receiver

The Receiver may exercise all the powers, rights and discretions given in the Act (except that the restrictions which are imposed by section 103 of the Act shall not apply) and, by way of addition to and without limiting such powers, the Receiver may, with or without the concurrence of others:

- a. take possession of, collect and get in all or any part of the Property and for that purpose take any proceedings as he shall think fit;
- b. sell, lease, let, license, grant options over and vary the terms of, terminate or accept surrenders of leases, licences or tenancies of the Property without the need to observe any of the provisions of Sections 99 and 100 of the Act, in such manner and generally on such terms and conditions as he shall think fit in his absolute and unfettered discretion and any such sale or disposition may be for cash, shares or securities of another company or other valuable consideration (in each case payable in a lump sum or by instalments) and carry any such transactions into effect in the name of and on behalf of the Chargor;
- c. sever any plant, machinery and fixtures from the Property to which they are attached and/or sell them separately;
- d. make any arrangement or compromise which the Lender or he shall think fit;
- e. repair, insure, protect, improve, develop, enlarge, reconstruct or replace the Property and commence and /or complete any building operations or works of construction or furnishing on the Property and apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as he may in his absolute discretion think fit;
- f. appoint managers, officers and agents for the above purposes at such remuneration as the Receiver may determine;
- g. acquire any further property, assets or rights, whether by purchase, lease or otherwise and charge any such further property, assets or rights;
- h. raise or borrow money for any purpose specified in this Clause and so that the Receiver may charge all or any of the Property with the repayment of such money and interest on it in priority to this Security;
- i. provide such facilities and services for tenants and generally manage the Property in such manner as he shall think fit;
- j. sign any stock transfer form or other assignment or transfer of any share or right of membership in any management company in which the Chargor has a share or right of membership;
- k. make any arrangement or compromise which the Lender or he shall think fit;
- l. exercise all the powers conferred on the Chargor by any statute, deed or contract in respect of all or any part of the Property;
- m. bring or defend any proceedings in the name of the Chargor in relation to the Property;
- n. if the Property is leasehold vary the terms of or surrender any lease and/or take a new lease of the Property or any part of it on such terms as he shall think fit and so that any new lease shall become charged to the Lender on the terms of this Deed so far as it is applicable and execute a formal legal charge over any such lease in favour of the Lender in such form as it may require;
- o. redeem any prior encumbrance and settle and pass the accounts of the encumbrancer and any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor and the money so paid shall be deemed an expense properly incurred by the Receiver;
- p.

pay the proper administrative charges of the Lender in respect of time spent by its agents and employees in dealing with matters raised by the Receiver;

- q. do all such other acts and things as may be considered by the Receiver to be incidental or conducive to any of the above matters or powers or otherwise incidental or conducive to the preservation, improvement or realisation of the Property.

11. Power of attorney

The Chargor by way of security irrevocably appoints the Lender and any Receiver and each of them severally to be the attorney of the Chargor (with full powers of substitution and delegation) for the Chargor in its name and on its behalf and as its act and deed to sign, seal, execute, deliver and perfect all deeds, instruments, notices and documents and to perform all acts and things which the Chargor ought to do (but has failed to do so within five Business Days of demand) under the covenants and provisions contained in this Deed and generally in its name and on its behalf to exercise all or any of the powers, authorities and discretions conferred by this Security or by the Act on the Lender or any Receiver for carrying into effect any sale or lease, charge, mortgage or dealing by the Lender or by any Receiver or for giving to the Lender or any Receiver the full benefit of this Security and generally to use the name of the Chargor in the exercise of all or any of the powers, authorities or discretions conferred on the Lender or any Receiver. The Chargor hereby covenants with the Lender to ratify and confirm whatever any such attorney shall do or purport to do by virtue of this Clause and any money expended by any such attorney shall be deemed to be an expense recoverable from the Chargor under this Deed.

12. Release of Security

12.1 Redemption

Subject to Clause 8 (Continuing security), if all Secured Sums have been unconditionally and irrevocably paid in full, the Lender will (promptly and at the request and cost of the Chargor), execute and do all such reasonable acts as may be necessary to release the Property from the security constituted by this Deed and to remove this Deed and any corresponding restrictions on title from the title to the Property. Such release shall not prejudice the rights of the Lender under Clause 9 (Costs, expenses and liabilities).

12.2 Avoidance of payments

If the Lender considers in good faith that any amount received in payment or purported payment of the Secured Sums is capable of being avoided or reduced by virtue of any insolvency, bankruptcy, liquidation or other similar laws, the liability of the Chargor under this Deed and the security constituted by this Deed shall continue and such amount shall not be considered to have been irrevocably paid.

13. Third Party Rights

13.1 Exclusion of Contracts (Rights of Third Parties) Act 1999

No person other than a party to this Deed shall have any rights by virtue of the Contracts (Rights of Third Parties) Act 1999.

13.2 Rights to vary

The parties to this Deed may by agreement vary any term of this Deed (including this Clause 13) without the necessity of obtaining any consent from any other person.

14. Forbearance, Severability, Variations and Consents

14.1 Delay etc

All rights, powers and privileges under this Deed shall continue in full force and effect, regardless of the Lender exercising, delaying in exercising or omitting to exercise any of them.

14.2 Severability

No provision of this Deed shall be avoided or invalidated by reason only of one or more other provisions being invalid or unenforceable.

14.3 Illegality, invalidity, unenforceability

Any provision of this Deed which is or becomes illegal, invalid or unenforceable shall be ineffective only to the extent of such illegality, invalidity and unenforceability, without invalidating the remaining provisions of this Deed.

14.4 Variations

No variation of this Deed shall be valid and constitute part of this Deed, unless such variation shall have been made in writing and signed by the Lender and the Chargor.

14.5 Consents

Any consent of the Lender may be given absolutely or on any terms and subject to any conditions as the Lender may determine in its entire discretion.

15. Counterparts

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

16. Transfer

16.1 The Lender may transfer, charge, assign or otherwise dispose of, in whole or in part, its rights and/or obligations under the Mortgage Offer, any Additional Borrowing Offer, the Loan Agreement and/or this Deed at any time. If the Lender does so, this will not reduce the rights or increase the obligations of the Chargor under the Mortgage Offer, any Additional Borrowing Offer, the Loan Agreement and/or this Deed or reduce any guarantees the Chargor has by virtue of them and will not change the terms and conditions of them. However, save as otherwise agreed between the Lender and the person to whom the Lender transfers, charges, assigns or otherwise disposes of its rights and/or obligations, such person can exercise the rights of the Lender and enforce the obligations of the Chargor under the Mortgage Offer, any Additional Borrowing Offer, the Loan Agreement and/or this Deed.

16.2 The Chargor consents to each such transfer, charge, assignment or other disposal and the Lender may make a transfer in law or in equity, or assign by way of absolute assignment or by way of security only or transfer or dispose by way of creation or declaration of a trust, in each case without any further consent from, or notice to, the Chargor.

16.3 The Lender may provide to any actual or potential transferee, chargee, assignee or disponent of its rights and/or obligations under the Mortgage Offer, any Additional Borrowing Offer, the Loan Agreement and/or this Deed (a "Transferee") any information or papers or electronic documents about the Chargor, the Mortgage Offer, any Additional Borrowing Offer, the Loan Agreement, this Deed, the Property and any other security held by the Lender or the conduct of the Mortgage Account.

16.4 The Chargor agrees that the Lender may provide information about (i) the Chargor's Loan Application and any supporting documentation, (ii) the Mortgage Offer, the Loan, any Additional Borrowing Offer, any Additional Borrowing and any related security, (iii) the Property, (iv) the history and conduct of the Mortgage Account, (v) the results of any statistical, monitoring or quality analysis activity that the Lender may carry out on the Mortgage Account from time to time and any other relevant information (a) to any person or organisation who does, or the Lender believes wishes to, enter into any transfer with the Lender or who does or wishes to fund or otherwise be involved in any transfer; (b) to any purchaser or potential purchaser of the Lender or of the Lender's rights under the Mortgage Offer, any Additional Borrowing Offer, the Loan Agreement and/or this Deed or any person who does or wishes to fund or otherwise be involved in any such purchase; and (c) to the Lender or any previous Transferee. The Lender may provide that information at any time on, prior to or after any actual or potential transfer, charge, assignment or other disposal under Clause 16.1. The Lender may also provide such information to any person or organisation including, but not limited to, credit reference agencies, for the purpose of quality analysis.

16.5 Any such transferee or assignee and persons deriving title under them shall have all the powers conferred on a mortgagee by the Act as modified or extended by this Deed in the like manner as if the transferee or assignee had been named as the original party to this Deed in place of the Lender.

17. Governing Law

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law.

18. Enforcement

- 18.1 The Courts of England shall have exclusive jurisdiction to settle any claim dispute or matter of difference which may arise in any way whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any claim for set-off or the legal relationships established by this Deed (a "Dispute"), only where such Dispute is the subject of proceedings commenced by the Chargor.
- 18.2 Where a Dispute is the subject of proceedings commenced by the Lender, the Lender is entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the Courts of England). If the Chargor raises a counterclaim in the context of proceedings commenced by the Lender, the Chargor shall bring such counterclaim before the court seized of the Lender's claim and no other court.
- 18.3 The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude the Lender from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not.
- 18.4 To the extent allowed by law, the Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceedings, and any claim it may now or hereafter have that any such legal proceedings has been brought in an inappropriate or inconvenient forum.

THIS DEED has been executed by the Chargor as a deed and signed by the Lender and it shall take effect on the date stated at the beginning of this document.

Schedule

The Property

**Name of Chargor /
Registered Proprietor**

Description of Property

Title Number

PELICAN GROUP
INVESTMENTS LIMITED

2 PELICAN COURT, 10 CARBERY AVENUE,
SOUTHBOURNE, BOURNEMOUTH, BH6 3LE,
England

Signatures

Please sign one of the two options below

- In the case of the first option, it should be signed by two Directors or one Director and a Company Secretary
- In the case of the second option, it should be signed by one Director in front of an independent Witness who should then sign underneath the Director's signature with the Witness adding their name, address and occupation.

Option 1

Executed as a deed by PELICAN GROUP INVESTMENTS LIMITED acting by a Director

Director's name

Signature of Director

and a Director/Company Secretary PELICAN GROUP INVESTMENTS LIMITED

Signature of Director
/Company Secretary

Option 2

Executed as a deed by PELICAN GROUP INVESTMENTS LIMITED acting by a Director

Director's name

STEVEN HASSANALI

Signature of Director



In the presence of

Name of Witness [BLOCK
CAPITALS]

WENDY THOMSON

Signature of Witness



Address of Witness

50 AMERSHAM HILL

HIGH WYCOMBE, HP12 6PA

Occupation of Witness

Admin Assistant