



Registration of a Charge

Company name: **NORFOLK WILDLIFE TRUST**

Company number: **00217338**



X6733BVE

Received for Electronic Filing: **24/05/2017**

Details of Charge

Date of creation: **19/05/2017**

Charge code: **0021 7338 0002**

Persons entitled: **CAMILLA HW DALGLISH
WG GALEN WESTON
GUY H WESTON
JANA R KHAYAT**

There are more than four persons entitled to the charge.

Brief description: **LAND AT HICKLING BROAD, NORFOLK AS SHOWN COLOURED PINK,
GREEN AND YELLOW ON THE PLAN**

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.**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 217338

Charge code: 0021 7338 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th May 2017 and created by NORFOLK WILDLIFE TRUST was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th May 2017 .

Given at Companies House, Cardiff on 25th May 2017

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

Legal charge of a registered estate

CH1

This form should be accompanied by either Form AP1 or Form FR1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

I/WE CERTIFY THIS TO BE A
COMPLETE AND TRUE COPY OF THE
ORIGINAL

WITHERS LLP
16 OLD BAILEY
LONDON EC4M 7EG SOLICITORS

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each proprietor may give up to three addresses for service, one of which

- | | |
|----|--|
| 1. | Title number(s) of the property:

NK426185 (part), NK426147, NK426067 (part), NK426181 (part), NK426195, NK426210, NK426388 and NK426071 |
| 2. | Property:

Land at Hickling Broad, Norfolk as shown coloured pink, purple and yellow on the attached plan |
| 3. | Date: 19 th May 2017 |
| 4. | Borrower:

The Norfolk Wildlife Trust (registered charity number 208734)

<u>For UK incorporated companies/LLPs</u>
Registered number of company or limited liability partnership including any prefix: 217338

<u>For overseas companies</u>
(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix: |
| 5. | Lender for entry in the register:

Camilla HW Dalglish, WG Galen Weston, Guy H Weston, Jana R Khayat, Anna C Hobhouse, George G Weston, Sophia Mason, Eliza Louise Mitchell and Melissa Murdoch as Trustees of the Garfield Weston Foundation

<u>For UK incorporated companies/LLPs</u>
Registered number of company or limited liability partnership including any prefix:

<u>For overseas companies</u>
(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix: |
| 6. | Lender's intended address(es) for service for entry in the register: |

must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full. Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on

The Weston Centre, 10 Grosvenor Street, London W1K 4QY	
7.	<p>The borrower with</p> <p><input type="checkbox"/> full title guarantee</p> <p><input checked="" type="checkbox"/> limited title guarantee</p> <p>charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9</p>
8.	<p><input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register</p> <p><input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:</p> <p>'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 [chargee] referred to in the charges register</p> <p><i>WUP</i> <i>15 MAY 2017</i> <i>The Trustees of the Gayfield Weston Foundation</i></p>
9.	<p>Additional provisions</p> <p>9.1 Definitions and Interpretation</p> <p>In this legal charge the following definitions apply:-</p> <p>9.1.1 'Borrower' includes any person deriving title under the Borrower or who is entitled to redeem the security constituted by the Charge</p> <p>9.1.2 'Charge' includes this document and any document which is supplemental or collateral to it or that is entered into pursuant to or in accordance with it</p> <p>9.1.3 'Event of Default' means a breach of any provision of the Loan Agreement</p> <p>9.1.4 'Lender' includes any person deriving title under the Lender</p> <p><i>WUP</i> 9.1.5 'Loan Agreement' means the loan agreement dated <i>14 MAY 2017</i> between the Lender (1) and the Borrower (2)</p> <p>9.1.6 'Repayment Date' The date to be ascertained in accordance with clause 9.3</p> <p>9.1.7 'Secured Amount' the sums due and owing by the Borrower to the Lender under the Loan Agreement</p> <p>9.1.8 wherever either party is an individual a reference to that party includes his personal representative</p> <p>9.1.9 wherever either party includes two or more persons any reference to that party includes all or any one or more of those persons and the obligations of those persons are joint and several</p>

9.2 Payment Covenant

The Borrower covenants with the Lender to pay the Secured Amount on the Repayment Date

9.3 Repayment Date

The Repayment Date is the date of the earliest of the following events to occur:

- 9.3.1 the transfer meaning the execution and delivery of the same and not any subsequent registration for money or money's worth of the Borrower's legal estate in the Property
- 9.3.2 any disposition of a legal or equitable estate or interest in the Property not falling within 9.3.1 (other than in the making of a contract intended to lead to a disposition within 9.3.1)
- 9.3.3 the breach of any provision in this Charge
- 9.3.4 the dates as set out in clause 3.2 of the Loan Agreement
- 9.3.5 the Lender demanding payment as set out in clause 3.3 of the Loan Agreement
- 9.3.6 an Event of Default

9.4 Borrower's Covenants

The Borrower covenants with the Lender:-

- 9.4.1 To keep the Property and each and every part thereof in good and substantial repair
- 9.4.2 to insure such parts of the Property as agreed with the Lender (both parties acting reasonably) against fire and all usual insurable risks and such additional risks as the Lender from time to time in writing directs for its full reinstatement value for the time being in some insurance office approved in writing by the Lender and duly and punctually to pay all premiums necessary for keeping up such insurance if requested and on demand to produce to the Lender the policy or policies of such insurance and the receipt for every such payment
- 9.4.3 to maintain employee liability cover and public liability cover to a prudent level of cover or a level of cover as the Lender shall require
- 9.4.4 to have the interest of the Lender noted on the insurance policy or policies
- 9.4.5 to pay all rates taxes assessments and outgoings charged on or otherwise payable in respect of the Property
- 9.4.6 to remedy any environmental and/or contamination issues at the Property to the standard required by any public body, where this is the responsibility of the Borrower

9.4.7	not without the prior consent in writing of the Lender to let agree to let or licence others to occupy nor to part with or share possession or occupation of the Property or any part of it nor to hold it on trust for any other person
9.4.8	to comply with all statutory requirements affecting the Property
9.4.9	to forward a copy of any notice received from any public or statutory authority or the owner or occupier of any neighbouring premises or any reversioner or prior mortgagee
9.4.10	to observe and perform all covenants and obligations affecting the Property and to indemnify the Lender against any loss or liability arising from breach or non performance
9.4.11	not to carry out any structural alteration addition demolition or improvement to any buildings on the Property or to construct any new buildings without the prior consent of the Lender (such consent not to be unreasonably withheld or delayed) and then only to carry out the same in compliance with any reasonable conditions attached to any consent and in conformity with all statutory requirements
9.4.12	to permit the Lender and any other persons authorised by the Lender in writing to enter and inspect the Property or to carry out any work on the Property
9.4.13	not to carry out or perform on the Property any illegal act or to commit or carry out any act which may cause nuisance or annoyance to the owner of any adjoining or neighbouring property
9.5	<p>Lender's Default Powers of Remedy</p> <p>The Lender shall have power (but shall not be obliged whether under this deed or by implication) to make good any breach of any obligations on the part of the Borrower</p>
9.6	<p>Date of sale of power arising and all other statutory powers vested in the Lender</p> <p>9.6.1 The power of sale shall arise on the Repayment Date</p> <p>9.6.2 ss 93 and 103 Law of Property Act 1925 shall not apply to this mortgage</p>
9.7	<p>No obligations to make further advances</p> <p>The Lender is not required to make or continue to make any further advances or to grant any other accommodation to the Borrower otherwise than at the Lender's discretion and may stop making any advances and granting any other accommodation at any time without previous notice and without giving any reason</p>



- Sale completion phase 2
- Sale completion phase 1
- GMH Mills Land

BROWN & CO

The Afrum, St. George's Street, Norwich, NR3 1AB
Tel: 01603 629871 Email: norwich@brown-co.com

Hickling Broad Estate

DATE : 25/04/2017

NAME :

As shown may contain Ordnance Survey © products supplied by

9.8 **Continuing Security**

This security constitutes and is a continuing security to the Lender and is in addition to and will not operate so as in any way to prejudice or affect (and will not be prejudiced or affected by) any lien to which the Lender is by law entitled or any other securities which the Lender may at any time hold for the Secured Amount or any right or remedy of the Lender under them and in particular it will not be necessary for the Lender to resort to or seek to enforce any security or personal guarantee or liability of any other person firm or company

9.9 **No Waiver**


No failure or delay by the Lender in exercising any right or remedy shall operate as a waiver of it nor shall any partial waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy as though no waiver had been made and no relaxation or indulgence granted

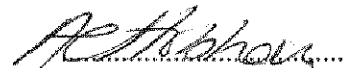
9.10 **Borrower's warranty**

The Borrower warrants and represents to the Lender that the Borrower is not and will not as a result of the creation of this Charge be in breach of any regulations restrictions conditions and stipulations affecting the Property



10. **Execution**

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

Signed by ^{GUY} WESTON) 

Signed by ^{ANNA} HOBHOUSE) 

as charity trustees and on behalf of all the charity trustees of
THE GARFIELD WESTON FOUNDATION under an authority
given pursuant to section 333 of the Charities Act 2011.

Executed as a deed by) 
Norfolk Wildlife Trust) 

Director

Director

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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