

MR01

Particulars of a charge

089460113
Laserform

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original**

WEDNESDAY



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A04

04/11/2015

#80

COMPANIES HOUSE

1 Company details

Company number 03289938 ✓

Company name in full BATH & NORTH EAST SOMERSET CARERS CENTRE ✓

For official use

→ Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d2 d9 m1 m0 y2 y0 y1 y5 ✓

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name ST JOHN'S HOSPITAL TRUSTEE LIMITED ✓

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

The freehold property land and buildings at Woodlands, Lower Bristol Road, Bath BA2 9ES and registered at HM Land Registry under title numbers AV6071 and AV3724 ✓

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X Taylor Wessing LLP X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Alastair Manning

Company name Taylor Wessing LLP

Address 5 New Street Square

Post town London

County/Region

Postcode E C 4 A 3 T W

Country

DX 41 London - Chancery Lane

Telephone +44 (0)207 300 7000



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below

For companies registered in England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland.

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

PX



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3289938

Charge code: 0328 9938 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th October 2015 and created by BATH & NORTH EAST SOMERSET CARERS CENTRE was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th November 2015

Given at Companies House, Cardiff on 10th November 2015



Companies House



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

Certified to be a true copy
of the original

Taylor Wessing LLP
Taylor Wessing LLP
2015

DATED

29 October

BATH & NORTH EAST SOMERSET CARERS CENTRE
as Borrower

and

ST JOHN'S HOSPITAL TRUSTEE LIMITED
(as trustee of ST JOHN'S HOSPITAL)
as Lender

LEGAL CHARGE

THIS DEED of Legal Charge is made the 29 day of October 2015

BETWEEN

- (1) **BATH & NORTH EAST SOMERSET CARERS CENTRE**, a private charitable company limited by guarantee (CRN 03289938) (Charity No 1060080) with registered office at 1 Riverside Cottages, Radstock, Bath, Somerset, BA3 3PS (the "**Borrower**"), and
- (2) **ST. JOHN'S HOSPITAL TRUSTEE LIMITED**, a private company limited by guarantee (CRN 8188066) whose registered office is at 4/5 Chapel Court, Bath BA1 1SQ as trustee for **ST. JOHN'S HOSPITAL** (Charity No 201476) (the "**Lender**")

WHEREAS

- (A) The Borrower holds title to the Property and is a registered Charity
- (B) The Lender has agreed to lend the Borrower monies pursuant to the Facility Agreements on condition that the Borrower grants security over the Property in favour of the Lender pursuant to this Legal Charge

WITNESSES as follows

1 COVENANT TO PAY

The Borrower **covenants** with the Lender to pay or discharge to the Lender on demand the Borrower's Indebtedness

2 CHARGING CLAUSE

- 2 1 The Borrower with full title guarantee **charges and mortgages** by way of legal mortgage to the Lender as a continuing security for the payment and discharge on demand of the Borrower's Indebtedness
 - 2 1 1 the Property,
 - 2 1 2 all right title and interest to and in any proceeds of any activities from time to time held upon the Property,
 - 2 1 3 any goodwill existing from time to time attaching to the Property by reason of the carrying on at the Property any business or a predecessor in that business,
 - 2 1 4 any share held in any tenant's or occupier's management company affecting the Property or any estate of which the Property forms part,
 - 2 1 5 the benefit of the Licences and the right to recover and receive any compensation payable in respect of the Licences,
 - 2 1 6 all the right title and interest to receive all rents and other payments under any lease of the Property under which they are entitled to receive as landlord and to hold the same unto the Lender absolutely subject to re-assignment on redemption,

3 UNDERTAKINGS AND COVENANTS

Borrower

The Borrower undertakes and covenants with the Lender

- 3 1 It will not, without the prior written consent of the Lender, either in a single transaction or in a series of transactions whether related or not and whether voluntarily or involuntarily, sell or transfer the Charged Assets, provided that disposal of the Charged Assets (excluding the Property) will be permitted in the ordinary course of the Borrower's business
- 3 2 It will comply with all covenants, agreements, stipulations and obligations now or at any time affecting or binding the Charged Assets insofar as the same are subsisting and are capable of being enforced, and it will duly and diligently enforce all covenants, agreements, stipulations and obligations benefiting the Charged Assets and will not waive, release or vary (or agree to do so) the obligations of any other party thereto
- 3 3 It will not grant or enter into (or agree to grant or enter into) any Lease of the Property without the prior written consent of the Lender
- 3 4 It will keep each Charged Asset in good and substantial repair and condition and, promptly after being required to do so by the Lender, make good any want of repair of a Charged Asset or renew when necessary
- 3 5 Where the Property is subject to a Lease, it will
- 3 5 1 diligently enforce the terms of the Lease against the lessee,
- 3 5 2 not allow any assignment or underletting of the Lease without the prior written consent of the Lender (which will not be unreasonably withheld),
- 3 5 3 not waive, release or vary any obligation under, or agree to any surrender of, the Lease or exercise any option or right to break, determine or extend the Lease,
- 3 5 4 not agree to any reduction in the rent or other income payable under the Lease,
- 3 5 5 not waive, release or vary any obligation under the Lease
- 3 6 Where it derives its estate or interest in the Property under a Lease, it will
- 3 6 1 observe and perform all covenants, stipulations and obligations on the lessee under the Lease,
- 3 6 2 diligently enforce all covenants on the part of the lessor under the Lease,
- 3 6 3 not waive, release or vary any obligation under the Lease or exercise any option or power to break, determine or extend the Lease,
- 3 6 4 not agree to any change in the rent payable under the Lease without the prior written consent of the Lender,
- 3 6 5 not do or permit anything whereby the Lease may be forfeited, and

Charity Borrower – incorporated

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- 3 6 6 promptly notify the Lender of any matter or event under or by reason of which the Lease has or may become subject to determination or to the exercise of any right of re-entry or forfeiture and, if so requested by the Lender, the Borrower will apply for relief against forfeiture in accordance with the instructions of the Lender
- 3 7 It will pay when due all ground rents, rates, taxes, assessments and outgoings payable in respect of the Property whether by the owner or occupier
- 3 8 It will not, without the prior written consent of the Lender carry out any structural alterations, additions, demolition, reconstruction or rebuilding on or of the Property or make any material change in use of the Property, other than minor works that do not adversely affect the structural integrity of any building or the value of the Property
- 3 9 It will not, without the prior written consent of the Lender, agree to enter into any agreement or undertaking under any Planning Act in relation to the Property
- 3 10 It will comply with all laws relating to or affecting the Property including, without limitation, the Planning Acts and Environmental Law
- 3 11 It will not to do or permit to be done anything which may in any way adversely affect the value of a Charged Asset or jeopardise, depreciate or otherwise prejudice any rights or assets secured in favour of the Lender
- 3 12 If requested by the Lender, the Borrower will procure that any professional advisers appointed in connection with construction work on the Property enter into a Professional Warranty with the Lender covering their respective professional obligations to the Lender in a form satisfactory to the Lender
- 3 13 The Borrower will obtain and maintain any permits, registrations, licences, exemptions, consents or other approvals required for its business or in respect of a Charged Asset (and file any notification, report or assessment required under any Environmental Law)
- 3 14 If requested by the Lender, the Borrower will provide the Lender with an environmental audit report for the Property carried out by a specialist surveyor or consultant and will implement any steps recommended to be implemented in any such report as soon as reasonably practicable
- 3 15 It will allow the Lender, and/or any person authorised by the Lender, to enter the Property to examine its state and condition or for any other purpose permitted by or connected with any Facility Agreement, without thereby becoming a mortgagee in possession
- 3 16 If at the date of this Legal Charge or during its subsistence the Property is intended to be developed (or is in the course of development), to proceed with and complete such development with all due diligence and to the satisfaction of the Lender and the relevant planning and other authorities, and in all respects in accordance with the relevant planning permissions, building regulation approvals and any other agreements with the relevant authorities (all of which shall have been previously submitted to and approved by the Lender), and also in accordance with any agreements entered into between the Lender and the Borrower

- 3 17 If there is any breach of its obligations under any Facility Agreement, the Lender may carry out such works, or take such other action or steps as the Lender considers appropriate to remedy the breach
- 3 18 If any part or interest in the Property is compulsorily purchased or is expropriated, any payment paid to it will be applied in or towards repayment of the Borrower's Indebtedness unless the Lender agrees otherwise in writing
- 3 19 It will not create or permit to subsist any security, mortgage, charge, security agreement, guarantee, pledge, lien on any Charged Asset
- 3 20 It requests
- 3 20 1 the Land Registry to enter a restriction in the following form in the Proprietorship Register of any registered land forming part of 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 [] in favour of the Lender referred to in the Charges Register "
- and
- 3 20 2 the Land Registry to enter the obligation to make further advances on the Charges Register of any registered land forming part of the Property on receipt of an application
- 3 21 It will immediately upon the execution of this Legal Charge (or upon coming into the possession of a Borrower at any time) deposit with the Lender all deeds, certificates and other documents constituting or evidencing title to any asset which is subject to fixed security in favour of the Lender
- 3 22 It will, promptly on the request of the Lender from time to time, give notice of assignment or charge (in such form as the Lender may require) in respect of any asset which is the subject of an assignment or charge pursuant to a Facility Agreement and will use all reasonable endeavours to procure that the recipient of that notices acknowledges receipt in a form satisfactory to the Lender
- 3 23 It will do all acts and execute all documents (including mortgages, charges, transfers, assurances, assignments notices and instructions) as the Lender may from time to time require in relation to the Charged Assets
- 3 23 1 to secure the Borrower's Indebtedness or perfect or preserve the Security Documents created or intended to be created by any Facility Agreement, and/or
- 3 23 2 for the exercise of the rights, powers and remedies of the Lender or a Receiver provided by or pursuant to any Facility Agreement or by law, and/or
- 3 23 3 to facilitate the realisation of a Charged Asset
- 3 24 It will effect and maintain or ensure that there is effected and maintained at all times with an insurance company acceptable to the Lender insurance in the names of the Borrower and

the Lender as co-insured (or if co-insurance is not available, in the name of the Borrower with the interest of the Lender noted) in respect of

- 3 24 1 the Property (including in respect of any Licences and any fixtures, equipment, furniture, plant or machinery in which it has an interest), against the Insured Risks to the full reinstatement value thereof (including the cost of demolition and professional fees) and the loss of rent, Licences, or business interruption cover for not less than three years, and
- 3 24 2 the Charged Assets to the full reinstatement value thereof
- 3 25 The Lender may, if it considers that the amount insured by, or the risks covered by, any such Insurance Policy are inadequate, require the Borrower to increase the amount insured by, and/or amend the category of risks covered by, any such Insurance Policy to such extent and in such manner as the Lender may consider appropriate and the Borrower will promptly comply with such requirement
- 3 26 It will notify the Lender of renewals made and material variations or cancellations of Insurance Policies made or, to the knowledge of the Borrower, threatened or pending
- 3 27 It will not do or permit anything to be done which may make void or voidable any Insurance Policy
- 3 28 It will use all reasonable endeavours to ensure at all times that all Insurance Policies contain terms providing that it will not be invalidated so far as the Lender is concerned for failure to pay any premium due without the insurer first giving to the Lender not less than 30 days' written notice or for breach by the Borrower of any of the terms of the policy
- 3 29 It will duly and punctually pay all premiums and other monies payable under all Insurance Policies and promptly, upon request by the Lender, produce to the Lender a copy or sufficient extract of every Insurance Policy together with the premium receipts or other evidence of the payment thereof
- 3 30 It will notify the Lender promptly of any event giving rise to a claim on any Insurance Policy in excess of 5 per cent of the Borrower's Indebtedness
- 3 31 If the Borrower does not comply with its obligations in respect of any Insurance Policy, the Lender may (without any obligation to do so) effect or renew any such Insurance Policy either in its own name or in its name and that of the Borrower with an endorsement of the Lender's interest and the monies expended by the Lender on so effecting or renewing any such insurance will be reimbursed by the Borrower to the Lender on demand
- 3 32 Subject to the terms of the Insurance Policy and any Lease, all proceeds of insurance will be used, at the option of the Lender, in or towards reinstatement or repayment of the Borrower's Indebtedness
- 3 33 All premiums and other expenses incurred by the Lender in connection with the insurance of the Charged Assets shall be paid or reimbursed by the Borrower to the Lender immediately after they are paid or incurred by the Lender
- 3 34 The Lender shall have full power to settle and adjust with the insurers all questions with respect to the amount of any liability of the insurers and the Borrower irrevocably appoints

the Lender by way of security as the attorney of the Borrower on behalf of and in the name of the Borrower and to receive and give a good discharge for any monies arising in respect of the Charged Assets under any Insurance Policy, whether effected by the Lender or not

- 3 35 The Lender may retain for its absolute use and benefit all sums allowed to the Lender by way of commission and otherwise in respect of insurance or other business of the Borrower effected through the Lender
- 3 36 To comply with all legislation relating to the Charged Assets and the Property or its use or anything on or done on the Property including (but without prejudice to the generality of the foregoing) the Town and Country Planning Act 1990, the Planning Compensation Act 1991, the Factories Acts, the Offices Shops and Railway Premises Act 1963, the Health and Safety at Work, etc Act 1974, the Food Safety Act 1990, the Environmental Protection Act 1990 and the Water Resources Act 1991
- 3 37 To carry out all works, and maintain all arrangements which any relevant public or statutory authority may require, recommend or direct to be carried out or maintained in relation to the Property or anything on or done on the Property
- 3 38 To notify the Lender immediately upon the receipt of any notice, order, complaint or summons (or proposal for the same) from any statutory or other authority relating to the Property or its use or to anything on or done on the Property and to produce a copy of the same to the Lender, and at the request of the Lender (but at the cost of the Borrower) to make or join with the Lender in making such objections to or representations against the same as the Lender shall require
- 3 39 To produce to the Lender a copy of all environmental reports or audits obtained or received by the Borrower in respect of the Property, and on request to produce to the Lender such other documents or information relating to the Property or the development thereof as the Lender shall require
- 3 40 If the Borrower is in breach of any legislation, to carry out with all reasonable speed such remedial work as the Lender or any Receiver shall require and, in default, the Lender or any Receiver may (but shall not be obliged to) enter the Property and carry out such remedial work at the expense of the Borrower
- 3 41 To permit any authorised representative of the Lender or any Receiver to enter the Property for any reasonable purpose (including checking whether or not the Borrower is in breach of any legislation relating to the Property or its use or anything on or done on the Property, and carrying out at the expense of the Borrower environmental reports or audits), and to inspect the state of the same, and to provide to the Lender or any Receiver such information in relation to the Property as it or he shall reasonably request
- 3 42 The Lender shall have the right to require a valuation of the Property once in any period of 36 months at the cost of the Borrower The Lender may require a valuation of the Property at any other time and the cost of that valuation shall be borne by the Lender unless, at that time, an Event of Default is continuing (or is, in the Lender's opinion, likely to occur) or the valuation discloses a breach of any financial covenant which is set out in any Facility Agreement

- 3 43 Any valuation obtained by the Lender is for the purposes of making or continuing to make the Loan available to the Borrower and no responsibility is implied or accepted by the Lender with respect to the valuation or condition of the Property by reason of such inspection and valuation report or the Lender's willingness to lend on the Property. The Borrower bears the risk of all defects affecting the Property however severe and whether or not it was careless for the Lender or a valuer to have missed or not referred to them. Any exclusions of responsibility or liability set out in any valuation report is given by the Lender both on its own behalf and on behalf of its employees and any valuer.

Borrower Specific Covenants

- 3 44 The Borrower must provide to the Lender at least once in every 12 calendar month period, a schedule detailing each tenant of the Property, the rent and service charge paid and payable by each tenant and the insurance premia paid and payable in respect of the Property together with a copy of the current insurance schedule for the Property.
- 3 45 The Borrower will, on demand, indemnify the Lender against any cost, loss or liability (including any breakage costs and loss of margin) incurred by the Lender as a result of
- 3 45 1 the occurrence of any Event of Default or investigating any event which it reasonably believes is a Event of Default or is likely to give rise to an Event of Default,
- 3 45 2 any failure by the Borrower to pay any amount due under a Facility Agreement on its due date,
- 3 45 3 the Loan not being made on the date requested by the Borrower by reason or the operation of any one or more of the provisions of a Facility Agreement or any part of the Loan not being prepaid in accordance with any notice of prepayment given by the Borrower or being repaid on its due date,
- 3 45 4 acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised, or
- 3 45 5 any claim, proceeding or investigation under any Environmental Law in connection with the Borrower or the Property.

Such cost, loss or liability may include, without limitation the cost of having to liquidate or re-deploy funds acquired or committed to make, fund or maintain the Loan or any part of it, or liquidating or varying transactions entered into in order to match, hedge or fund the Loan or any part of it.

- 3 46 The Borrower will, on demand, pay to the Lender the amount of all costs and expenses (including legal fees) incurred by the Lender in connection with the enforcement of, or the preservation any rights under, any Facility Agreement and any Security Document.

4 REMEDIES AND RIGHTS OF RECEIVERS

- 4 1 This Legal Charge is immediately enforceable at any time after the occurrence of an Event of Default whereupon the Lender may, without notice to the Borrower, in its absolute discretion.

- 4 1 1 enforce all or any part of this Legal Charge (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of any asset which is secured in favour of the Lender, and
- 4 1 2 whether or not it has appointed a Receiver, exercise all or any of the powers, authorisations and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Legal Charge) on mortgagees and by any Facility Agreement on any Receiver or otherwise conferred by law on mortgagees or Receivers
- 4 2 The Lender may at any time while this Legal Charge is enforceable by notice to the Borrower convert any floating charge granted by the Borrower with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge or which is specified in the notice
- 4 3 Without prejudice to any rule of law which may have a similar effect, any floating charge constituted under this Legal Charge will automatically be converted (without notice) with immediate effect into a fixed charge as regards all assets the subject of the floating charge upon the occurrence of
- 4 3 1 the presentation of an application to the court for the making of an administration order in relation to the Borrower, or
- 4 3 2 any person (who is entitled to do so) gives notice of its intention to appoint an administrator to the Borrower or files such a notice with the court
- 4 4 The Lender shall not be entitled to exercise its rights hereunder where the right arises as a result of an Event of Default occurring solely due to any person obtaining or taking steps to obtain a moratorium pursuant to Schedule A1 of the Insolvency Act 1986
- 4 5 The power of sale or other disposal conferred on the Lender and on the Receiver by any Facility Agreement shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Borrower's indebtedness shall be deemed due and payable for that purpose) on execution of this Legal Charge
- 4 6 Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Legal Charge or to the exercise by the Lender of its right to consolidate all or any of the security constituted by this Legal Charge with any Security Document in existence at any time or to its power of sale, which powers may be exercised by the Lender without notice to the Borrower on or at any time after the occurrence of an Event of Default
- 4 7 The statutory powers of leasing may be exercised by the Lender at any time on or after the occurrence of an Event of Default and the Lender and the Receiver may make any Lease or agreement for lease, accept surrenders of Leases and grant options on such terms as it shall think fit, without the need to comply with any restrictions imposed by Sections 99 and 100 of the Law of Property Act 1925
- 4 8 The protection given to purchasers from a mortgagee in Sections 104 and 107 of the Law of Property Act 1925 and Section 42(3) of the Insolvency Act 1986 will apply equally to purchasers and any other persons dealing with a Receiver or the Lender and no purchaser or other person dealing with the Lender or any Receiver will be bound to see or inquire

whether the right of the Lender or such Receiver to exercise any of its or his powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Lender or such Receiver in such dealings

- 4 9 No person advancing monies or making available credit to any Receiver will be concerned to enquire as to the propriety or purpose of the exercise of the Receiver's powers or to see to the application of any monies so raised or borrowed
- 4 10 Neither the Lender nor any Receiver will be liable to account as mortgagee or mortgagee in possession in respect of any asset which is secured in favour of the Lender or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection with any asset which is secured in favour of the Lender for which a mortgagee or mortgagee in possession might as such be liable
- 4 11 The Lender and any Receiver may from time to time delegate by power of attorney or otherwise to any person any of the powers and discretions of the Lender or the Receiver under any Facility Agreement (whether arising by statute, the provisions of any Facility Agreement or otherwise) upon such terms and for such periods of time as it may think fit and may determine any such delegation Neither the Lender nor any Receiver will be liable to the Borrower for any loss or damage arising from any act, default, omission or misconduct of any such delegate and references in this Legal Charge to the Lender or to any Receiver will where the context so admits include references to any such delegates so appointed
- 4 12 The Borrower will not have the power pursuant to Section 99 of the Law of Property Act 1925 to grant any Lease in respect of the Property without the prior written consent of the Lender
- 4 13 The powers conferred hereunder or by any Facility Agreement on the Lender and any Receiver are in addition to and not in substitution for the powers conferred on mortgagees and mortgagees in possession under the Law of Property Act 1925, the Insolvency Act 1986 or otherwise by law and in the case of any conflict between the powers contained in any such Act and those conferred by this Legal Charge the terms herein will prevail

5 APPOINTMENT AND POWERS OF RECEIVER

- 5 1 The Lender may at any time after having been requested to do so by the Borrower or after this Legal Charge becomes enforceable, by deed or otherwise (acting through an authorised officer of the Lender), without prior notice to the Borrower
- 5 1 1 appoint one or more persons to be a Receiver of the whole or any part of any asset which is secured in favour of the Lender,
- 5 1 2 remove (so far as it is lawfully able) any Receiver so appointed,
- 5 1 3 appoint another person(s) as an additional or replacement Receiver(s), and/or
- 5 1 4 appoint one or more persons to be an administrator of the Borrower
- 5 2 Each person appointed to be a Receiver pursuant to this Legal Charge will be

- 5 2 1 entitled to act individually or together with any other person appointed or substituted as Receiver,
- 5 2 2 deemed for all purposes to be the agent of the Borrower and the Borrower shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Lender, and
- 5 2 3 entitled to remuneration for his services at a rate to be fixed by the Lender from time to time (without being limited to the maximum rate specified by the Law of Property Act 925)
- 5 3 The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Lender under the Law of Property Act 1925 (as extended by this Legal Charge) the Insolvency Act 1986 (as extended by this Legal Charge) or otherwise and such powers shall remain exercisable from time to time by the Lender in respect of any part of any asset which is secured in favour of the Lender
- 5 4 Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up, dissolution, death or mental incapacity of the Borrower) have and be entitled to exercise, in relation to any asset which is secured in favour of the Lender in respect of which he was appointed, and as varied and extended by the provisions of this Legal Charge (in the name of or on behalf of the Borrower in his own name and at the cost of the Borrower)
- 5 4 1 all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act,
- 5 4 2 where the Borrower is a body corporate, all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986,
- 5 4 3 all the powers and rights of an absolute owner and power to do or omit to do anything which the Borrower itself could do or omit to do, and
- 5 4 4 the power to do all things (including bringing or defending proceedings in the name or on behalf of the Borrower) which seem to the Receiver to be incidental or conducive to
- (a) any of the functions, powers, authorities or discretions conferred on or vested in him,
 - (b) the exercise of any rights, powers and remedies of the Lender provided by or pursuant to this Legal Charge or by law (including realisation of all or any part of any asset which is secured in favour of the Lender), or
 - (c) bringing to his hands any assets of the Borrower forming part of, or which when got in would be, the assets secured in favour of the Lender
- 5 5 The receipt of the Lender or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any asset which is secured in favour of the Lender or making any acquisition, the Lender or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit

- 5 6 No purchaser or other person dealing with the Lender or any Receiver shall be bound to inquire whether the right of the Lender or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Lender or such Receiver in such dealings
- 5 7 Any liberty or power which may be exercised or any determination which may be made under this Legal Charge by the Lender or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons
- 5 8 The Lender will not incur any liability (either to the Borrower or to any other person whatsoever) in respect of any contracts, engagements, acts, omissions, defaults or losses of a Receiver or for any liabilities incurred by him or for any misconduct by him or for his remuneration by reason of its appointing a Receiver or of its having made or given any regulation or direction to the Receiver for any other reason whatsoever
- 5 9 The provisions of this Legal Charge will not confer on the Lender any right in equity to any fittings, furniture, vehicles, goods, livestock, equipment or materials so far as this Legal Charge constitutes a Bill of Sale

6. ORDER OF PAYMENTS AND APPLICATION OF PROCEEDS

- 6 1 If the Lender receives a payment that is insufficient to discharge all of the Borrower's Indebtedness the Lender shall apply that payment towards the Borrower's Indebtedness in such order as the Lender requires
- 6 2 All moneys received or recovered by the Lender or any Receiver pursuant to this Legal Charge or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied towards the following items in the following order
- 6 2 1 first, in the payment of all costs, charges and expenses of and incidental to the Receiver's appointment and his remuneration,
- 6 2 2 second, in the payment or the discharge of any liabilities incurred by a Receiver in the exercise of any powers of the Receiver,
- 6 2 3 third, in providing for the matters (other than the remuneration of the Receiver) specified in the first three paragraph of Section 109 (8) of the Law of Property Act 1925 (in or towards any payment of any debts or claims which are by statute payable in preference to the Lender but only to the extent to which such debts or claims shall have such preference),
- 6 2 4 fourth, in or towards the satisfaction of the Borrower's Indebtedness in such order as the Lender shall direct, and
- 6 2 5 thereafter, any surplus being paid to the person then entitled to such surplus

The above shall override any appropriation made by the Borrower

7 SECURITY POWER OF ATTORNEY

- 7 1 The Borrower by way of security agrees to irrevocably appoint the Lender and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable to
- 7 1 1 carry out or fulfil any obligation imposed on the Borrower by any Facility Agreement or by this Legal Charge (including the execution and delivery of any deeds, charges, assignments, notices or other security and any transfers of any asset which is secured in favour of the Lender), and/or
- 7 1 2 enable the Lender or any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to any Facility Agreement, by this Legal Charge or by law (including, after any Facility Document becomes enforceable, the exercise of any right of a legal or beneficial owner of any asset which is secured in favour of the Lender)
- 7 2 The Borrower agrees to ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers

8 WAIVER OF DEFENCES

- 8 1 The obligations of the Borrower under any Facility Agreement and/or this Legal Charge shall not be affected by any act, omission, matter or thing which would reduce, release or prejudice any of its said obligations including
- 8 1 1 any time, waiver or consent granted to, or composition with the Borrower or other person,
- 8 1 2 the release of the Borrower or any other person under the terms of any composition or arrangement with any creditor of the Borrower,
- 8 1 3 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 assets of the Borrower or any other person or 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,
- 8 1 4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Borrower or any other person,
- 8 1 5 any amendment (however fundamental) or replacement of any Facility Agreement or any other Security Document,
- 8 1 6 any unenforceability, illegality or invalidity of any obligation of any person under any Facility Document or any other document or security, or
- 8 1 7 any insolvency or similar proceedings

9 NO LIABILITY

- 9 1 None of the Lender, its nominee(s) or any Receiver will be liable by reason of taking any action permitted by any Facility Agreement and/or this Legal Charge or any neglect or default in connection with any asset which is secured in favour of the Lender or taking possession of or realising all or any part of any asset which is secured in favour of the Lender, except in the case of gross negligence or wilful default upon its part

10 CONSOLIDATION AND SET OFF

- 10 1 This Legal Charge and each Security Document shall be security not only for the moneys primarily provided for it but also for all moneys which may be or become owing by the Borrower to the Lender on any account and (save at the discretion of the Lender) no Charged Asset held by the Lender shall be released until the Borrower's Indebtedness has been paid in full
- 10 2 The Borrower authorises the Lender to apply any credit balance to which the Borrower is entitled on any account of the Borrower with the Lender in satisfaction of the Borrower's Indebtedness
- 10 3 All payments to be made to the Lender under the Facility Documents shall be calculated and made without (and free and clear of any deduction for) set-off or counterclaim
- 10 4 The Lender may at any time after the making of a demand for payment (and without notice to the Borrower) combine or consolidate all or any of the then existing accounts between the Lender and the Borrower (including accounts in the name of the Borrower jointly with another), and may set-off or transfer any sum standing to the credit of any one or more of such accounts in or towards satisfaction of the Borrower's Indebtedness

11 PAYMENTS

- 11 1 All payments by the Borrower to the Lender must be made to such account as the Lender may notify to the Borrower from time to time Time of payment is of the essence Payments are sent at the risk of the Borrower and the Lender is not responsible for loss of or delay to payments sent by or to the Borrower
- 11 2 Sterling is the currency of account and payment for any sum due from the Borrower save that
- 11 2 1 each payment in respect of costs, expenses or taxes shall be made in the currency in which the costs, expenses or taxes are incurred, and
- 11 2 2 any amount expressed to be payable in a currency other than sterling shall be paid in that other currency

12 CONTINUING SECURITY AND AMOUNT DUE

- 12 1 Without prejudice to the generality of clause 2, this Legal Charge secures all advances already made and to be made, and shall be a continuing security to the Lender notwithstanding any settlement of account or other matter whatsoever

12 2 This Legal Charge shall not be considered as satisfied or discharged by an intermediate payment, repayment or discharge of the whole or any part of the Borrower's Indebtedness

12 3 A certificate signed by an official or manager of the Lender as to the amount of the Borrower's Indebtedness shall be conclusive evidence save in the case of manifest error or on any question of law

13 NOTICE OF CHARGE OR DISPOSAL

13 1 On receiving notice that the Borrower has encumbered or disposed of the Property or any of the Charged Assets, the Lender shall be entitled to close the Borrower's then current account or accounts and to open a new account or accounts with the Borrower and (without prejudice to the Lender's right to combine accounts) no monies paid in or carried to the Borrower's credit in any such new account(s) shall be appropriated towards, or have the effect of discharging, any part of the amount due to the Lender on such closed account(s)

13 2 If the Lender does not open such new account or accounts, it shall nevertheless be treated as if it had done so at the time when it received such notice

13 3 As from that time, all payments made by the Borrower to the Lender shall be credited or be treated as having been credited to such new account or accounts, and shall not operate to reduce the amount due from the Borrower to the Lender at the time when it received such notice

14 OTHER PROVISIONS

14 1 If the Lender considers that any amount paid to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws the liability of the Borrower under this Legal Charge this Legal Charge will continue and such amount will not be considered to have been irrevocably paid

14 2 Neither the obligations of the Borrower contained under this Legal Charge nor the rights, powers and remedies conferred in respect of that Borrower upon the Lender by any Security Document or by law shall be discharged, impaired or otherwise affected by

14 2 1 the winding-up, dissolution, administration or reorganisation of the Borrower or any other person or any change in its status, function, control or ownership,

14 2 2 any of the Borrower's Indebtedness or any of the obligations of the Borrower to the Lender being or becoming illegal, invalid, unenforceable or ineffective in any respect,

14 2 3 any time or other indulgence being granted or agreed to be granted to the Borrower or any other person in respect of any of the Borrower's Indebtedness or under any other security,

14 2 4 any amendment to, or any variation, waiver or release of, any of the Borrower's Indebtedness or of any person under any other Security Document,

14 2 5 any failure to take, or fully to take, any security agreed to be taken in relation to any of the Borrower's Indebtedness,

- 14 2 6 any failure to realise or fully to realise the value of, or any release, discharge, exchange or substitution of, any Security Document taken in respect of any of the Borrower's Indebtedness, or
- 14 2 7 any other act, event or omission which, but for this clause 14 2, might operate to discharge, impair or otherwise affect any of the obligations of the Borrower contained in this Legal Charge or any of the rights, powers or remedies conferred upon the Lender by a Security Document or by law
- 14 3 The Lender and any Receiver may as the agent of the Borrower remove, store, sell, dispose of, use or otherwise deal with the Equipment or other items at the Property on such terms as the Lender or any Receiver shall think fit
- 14 4 The net proceeds of sale of the Equipment (after deduction of all costs incurred by the Lender or any Receiver of and/or ancillary to such removal, storage, sale or disposal) shall be paid by the Lender or any Receiver to the Borrower as soon as reasonably practicably after demand

15 CERTIFICATE OF NON-CONTRAVENTION

The Borrower certifies that this charge does not contravene any of the provisions of the Borrower's Rules or other constitution as the case may be

16 ASSIGNMENT

- 16 1 The Lender may at any time
- 16 1 1 assign all or any of its rights and benefits under this Legal Charge, or
- 16 1 2 transfer or otherwise dispose of all or any of its rights, benefits and obligations under this Legal Charge to any bank or financial institution as determined by the Lender
- 16 2 The Borrower may not assign or transfer any of its rights, benefits or obligations under this Legal Charge save with the prior written consent of the Lender

17 DEMANDS AND NOTICES

- 17 1 Any demand or notice given by the Lender the Borrower under this Legal Charge may be
- 17 1 1 by letter addressed to them sent by first class post to or left at the last known address to the Lender or at the registered office, or
- 17 1 2 by fax or other electronic means to the last known fax number or electronic mail address
- 17 1 3 If sent by post, the demand or notice will be taken to have been made or given at noon the second day following the date the letter was posted If sent by fax or other electronic means, the demand or notice will be taken to have been made or given at the time of transmission
- 17 2 Unless otherwise advised by the Lender any notices given to the Lender under this Legal Charge will be delivered to the Lender's office detailed on the front of this Legal Charge

18 **DEFINITION INTERPRETATION ETC**

18 1 In this Legal Charge where the context so admits

"Borrower" includes its successors and assigns his/their executors and administrators and (in addition) any committee receiver administrator or other person lawfully acting on behalf of every such party (though no personal liability shall attach to any authorised agent or attorney signing as such) and if this Legal Charge is executed by two or more parties the word "Borrower" shall be construed to refer to each of such parties separately as if each such party had executed a separate charge in the form of this Legal Charge,

"Borrower's Indebtedness" means

- (a) all present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and of whatsoever amount) (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Lender by the Borrower whether or not the Lender or the Lender shall have been an original party to the relevant transaction,
- (b) all monies and liabilities due from the Borrower under any Facility Agreement,
- (c) all costs, charges and expenses incurred hereunder by the Lender and/or or any Receiver, and all other monies paid by the Lender and/or any Receiver in connection with this Legal Charge or the Property or the Charged Assets including without prejudice to the generality of the foregoing, the costs shall include all costs incurred by or charged to the Lender (on a full indemnity basis) in taking, perfecting, enforcing or exercising (or attempting to perfect, enforce or exercise) any power under this Legal Charge including against the Borrower or arising out of any default of the Borrower,
- (d) interest discount commission or other lawful charges and expenses which the Lender may, in the course of its business, charge in respect of any of the matters aforesaid or for keeping the Borrower's accounts(s), and so that interest shall be computed and compounded according to the usual mode of the Lender as well after as before any demand or judgment or the insolvency of the Borrower,

"Charged Assets" means the Property and any other assets (if any) charged by this Legal Charge,

"Environmental Laws" means all laws, directives, regulations and codes of practice having effect in the United Kingdom from time to time which either legislate for or which in any way directly or indirectly concern the protection of the environment, human health, conditions in the workplace or the generation, transportation, storage, treatment or disposal of substances of any description which either alone or in combination with other substances are capable of causing harm to any living organism or to material objects or structures,

"Equipment" means all unfixed plant and machinery implements, utensils, furniture, equipment, stock in trade, work in progress and other chattels and equipment of the Borrower now or in the future in on or about the Property, and includes any part or parts thereof,

"Event of Default" means

- (a) an Event of Default under a Facility Agreement occurs,
- (b) any of the Borrower's Indebtedness is not paid or discharged when the same ought to be paid or discharged by the Borrower (whether on demand, at schedule maturity, by acceleration or otherwise, as the case may be), or
- (c) the Borrower is in breach of any of its obligations under a Security Document and that breach (if capable of remedy) has not been remedied to the satisfaction of the Lender within 14 days of notice by the Lender to the Borrower to remedy the breach, or
- (d) there occurs one of the events of default set out in the offer of loan or loans made or to be made by the Lender to the Borrower,

"Facility Agreement" means the First Facility Letter, the Second Facility Letter, any letter of offer, facility letter or offer to make further loans to the Borrower in which the Lender agrees to provide loan facilities or other financial accommodation to the Borrower (as amended, supplemented or varied from time to time),

"First Facility Letter" means the facility letter between the Borrower (as borrower) and the Lender (as lender) dated 7 July 2015 in a maximum principal amount of £120,000,

"Insurance Policy" means each contract or policy of insurance or assurance in which the Borrower has an interest,

"Insured Risks" means fire, explosion, collision, impact, storm, flood, lightning, landslip, subsidence, burst pipes, malicious damage, acts of terrorism, three months' loss of rent, third party and public liability and such other risks as the Lender may from time to time reasonably require,

"Lease" means any lease, underlease, sub-lease, licence, tenancy or right to occupy all or any part of the Property and any agreement for the grant of a Lease,

"this Legal Charge" shall be construed as including each separate or independent stipulation or agreement herein contained,

"Lender" means St John's Hospital (acting by its trustee, St John's Hospital Trustee Limited) and includes persons deriving title under the Lender its successors and assigns and any company with which it may amalgamate,

"Licences" includes (but is not limited to) justices licences, supper hours licences, gaming licences, extended hours licences, premises licences and any certificate of registration in respect of a nursing home or a residential home or any Licences required or related to the Borrower's business or use of the Charged Assets

"Loan" means the loan or loans made or to be made by the Lender to the Borrower pursuant to the terms of each Facility Agreement or the principal amount of that loan outstanding for the time being,

"person" includes any person, firm, company, corporation, government, state or agency of a state, association, unincorporated body of persons, trust or partnership (whether or not having a separate legal personality) and any two or more of the foregoing,

"Planning Acts" means the Town and Country Planning Act 1990, The Planning (Listed Buildings and Conservation Areas) Act 1990, The Planning (Hazardous Substances) Act 1990, The Planning (Consequential Provisions) Act 1990, The Planning and Compensation Act 1991, The Planning and Compulsory Purchase Act 2004, Section 33 of the Local Government (Miscellaneous Provisions) Act 1982, Sections 38 or 278 of the Highways Act 1980 and any other statute or subordinate legislation, bylaws, building regulations and other provisions of general law of a similar nature,

"Property" means the property referred to in the Schedule and shall include all buildings, structures, fixtures (including trade and tenant's fixtures) from time to time on or in any such property,

"Receiver" means any person, whether or not an employee or officer of the Lender, appointed by the Lender as a receiver and/or manager of the Security given by the Borrower to the Lender whether such appointment is pursuant to the Law of Property Act 1925 or otherwise,

"Second Facility Letter" means the facility letter between the Borrower (as borrower) and the Lender (as lender) dated 7 July 2015 in a maximum principal amount of £280,000, and

"Security Document" means this Legal Charge and any other document creating or purporting to create security over assets of the Borrower as security for the Borrower's indebtedness

- 18 2 Where the **"Borrower"** includes two or more persons or bodies
- 18 2 1 the liabilities of such persons or bodies shall be joint and several, and any event referred to in this Legal Charge shall be deemed to have happened if it happens in relation to any one of those persons or bodies,
- 18 2 2 all monies, obligations and liabilities due, owing or incurred by the Borrower to the Lender shall mean all monies, obligations and liabilities of all, or any one or more, of such persons or bodies to the Lender
- 18 3 Where the **"Borrower"** or the **"Lender"** are the trustees of an unincorporated association, covenants and obligations entered into by them are entered into so as to bind the trustees and the members of such association from time to time and the assets of such association, but not so as to make the trustees personally liable beyond the extent to which such assets are (or ought to be) under the control of such trustees or otherwise available to satisfy such covenants
- 18 4 Where a restrictive obligation is imposed on the Borrower, it shall be deemed to include an obligation on the Borrower not to permit or suffer such restrictive obligation to be done by any other person
- 18 5 The singular shall include the plural and the masculine the feminine and neuter and vice versa

- 18 6 The clause headings in this Legal Charge are for ease of reference and do not affect the construction of the relevant clauses
- 18 7 Each of the provisions of this Legal Charge shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected
- 18 8 Reference to any Act or legislation includes reference to the Act or legislation as for the time being amended, replaced or re-enacted and includes reference to any subordinate legislation (including any European Community law which is applicable in the United Kingdom) order regulation or direction made under or by virtue of that Act or legislation
- 18 9 As a separate independent stipulation the Borrower agrees that any indebtedness or liability incurred or purported to be incurred by the Borrower or by any person purporting to act on behalf of the Borrower, which is not recoverable from the Borrower because of any legal limitation, disability or incapacity on or of the Borrower or any other act or circumstance, whether known to the Lender or the Borrower or not, shall nevertheless be recoverable in relation to this security, which in any such case is to stand as security to the Lender for such indebtedness or liability as though it had been incurred by the Borrower and the Borrower were the sole or principal debtor in respect of it
- 18 10 Effects of bankruptcy, etc
- 18 10 1 If the Borrower becomes bankrupt or has a bankruptcy order made against him or makes an offer of composition or arrangement with his creditors or the Lender may prove for the whole of the money owing by the Borrower in the same manner as if this security had not been created, and may agree to receive any composition in respect of it and receive and retain the whole of the dividends, composition or other payments in respect of it and apply them in or towards satisfaction of any money due from the Borrower
- 18 10 2 The Borrower may not claim to have the benefit of any such proof, dividends, composition or other payments in reduction of the amounts receivable by virtue of this security, or the benefit of any other security which the Lender may now or subsequently hold, until Unit has received the full amount then due to it The Lender may enforce such security notwithstanding any such proof, dividends, composition or other payments as stated above and notwithstanding any such security
- 18 10 3 Any settlement or discharge between the Lender and the Borrower shall be subject to the condition that no security or payment to the Lender by the Borrower shall be subject to the condition that no security or payment to the Lender by the Borrower or any other person is voided or reduced by virtue of any provisions or enactments relating to administration, bankruptcy, liquidation or insolvency for the time being in force If any such security or payment is so voided or reduced, the Lender shall be entitled to recover the value or amount of it from the Borrower subsequently just as if such settlement or discharge had occurred
- 18 11 This security shall not be affected or prejudiced by the Lender holding or taking any other or further securities or guarantees, or by its varying, releasing, exchanging, enforcing or omitting or neglecting to enforce any such securities or guarantees, or by varying, renewing or determining any credit in each case to the Borrower, or by renewing bills of exchange, promissory notes or other negotiable instruments or giving time for payment or granting any

other indulgence to or making any other arrangement with or accepting any composition, in each case either from the Borrower or any person or persons liable on any bills of exchange, promissory notes or other negotiable instruments or securities or guarantees held or to be held by the Lender, or by any other act or thing which (apart from this clause) would or might afford an equitable defence to a surety

19 GOVERNING LAW

This Legal Charge is governed by and will be construed in accordance with English Law and the Borrower submits to the non-exclusive jurisdiction of the English courts

20 CHARITY CONFIRMATION

20 1 The Property charged is held by, or in trust for, the Borrower, a non exempt charity, and this Legal Charge is not one falling within Section 124(9) of the Charities Act 2011 so that the restrictions imposed by Section 124 of that Act apply

20 2 The charity trustees of the Borrower (as defined in and pursuant to a resolution under Section 333 of the Charities Act 2011) certify that they have the power under the trusts or the constitution to grant this Legal Charge and the charity trustees (as defined in the Charities Act 2011) of the Borrower confirm that they have obtained and considered written advice as required by Section 124(2) of the Charities Act 2011

IN WITNESS whereof this Deed has been executed by the Borrower and is intended to be and is hereby delivered on the date first above written

THIS IS AN IMPORTANT DOCUMENT, SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND, YOU ARE RECOMMENDED TO TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING.

Schedule

The Property

The freehold property being land and buildings at Woodlands, Lower Bristol Road, Bath, BA2 9ES and registered at HM Land Registry with absolute title under title numbers AV6071 and AV3724

I hereby confirm that prior to the execution of this Deed I gave independent legal advice and explained its contents and effect to **BATH & NORTH EAST SOMERSET CARERS CENTRE** of 1 Riverside Cottages, Radstock, Bath, Somerset, BA3 3PS which informed me that the Board understood the same

Solicitor



Ken Turpin LLB (Hons)
Solicitor
Stone King LLP, Bath

Stone King LLP
13 Queen Square
Bath
BA1 2HJ

Executed as a deed by)
BATH & NORTH EAST SOMERSET)
CARERS CENTRE acting by a Director in)
the presence of a witness)

Signature of Director

Name of Director

Signature of Witness

Name of Witness

Address of Witness

Jill Turpin
JILL TURPIN

Ken Turpin LLB (Hons)
Solicitor
Stone King LLP, Bath

Stone King LLP
13 Queen Square
Bath
BA1 2HJ

Executed as a deed by)
ST. JOHN'S HOSPITAL TRUSTEE)
LIMITED as trustee for **ST JOHN'S**)
HOSPITAL acting by two Directors)

Signature of Director

Name of Director

Signature of Director

Name of Director

I hereby confirm that prior to the execution of this Deed I gave independent legal advice and explained its contents and effect to **BATH & NORTH EAST SOMERSET CARERS CENTRE** of 1 Riverside Cottages, Radstock, Bath, Somerset, BA3 3PS which informed me that the Board understood the same

Solicitor

Executed as a deed by)
BATH & NORTH EAST SOMERSET)
CARERS CENTRE acting by a Director in)
the presence of a witness)

Signature of Director

Name of Director

Signature of Witness

Name of Witness

Address of Witness

Executed as a deed by)
ST. JOHN'S HOSPITAL TRUSTEE)
LIMITED as trustee for **ST JOHN'S**)
HOSPITAL acting by two Directors)



Signature of Director

Harriet Boshell

Name of Director



Signature of Director

Ian MacKenzie

Name of Director