



Registration of a Charge

Company Name: **THE LITTLE GATE TRUST**

Company Number: **10102445**



Received for filing in Electronic Format on the: **12/04/2024**

XD0V5VKJ

Details of Charge

Date of creation: **28/03/2024**

Charge code: **1010 2445 0004**

Persons entitled: **KINGDOM BANK LIMITED**

Brief description: **ALL THE FREEHOLD PROPERTY KNOWN AS 80 WESTBURY CRESCENT, OXFORD, OX4 3SA AND REGISTERED AT THE LAND REGISTRY WITH ABSOLUTE TITLE UNDER TITLE NUMBER ON799**

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **GELDARDS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10102445

Charge code: 1010 2445 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th March 2024 and created by THE LITTLE GATE TRUST was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th April 2024 .

Given at Companies House, Cardiff on 12th April 2024

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



Companies House



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

DATED

28 MARCH

2024

(1) THE LITTLE GATE TRUST

and

(2) KINGDOM BANK LIMITED

LEGAL MORTGAGE

Form of charge filed at HM Land Registry under reference MD954C

We hereby certify that this is a true and
Accurate copy of the original.

Dated this 10 day of April 2024

Geldards

GELDARDS LLP
4 CAPITAL QUARTER
TYNDALL STREET
CARDIFF CF10 4BZ

geldards

G:3745300v1

CORPORATE

THIS LEGAL MORTGAGE is made the 28th day of MARCH 2024
BETWEEN

- (1) **THE LITTLE GATE TRUST** the registered office of which is at The Pennyfarthing, Pennyfarthing Place, Oxford, Oxfordshire, England, OX1 1QF and the company registration number of which is 10102445 and charity number 1167335 (**Borrower**) and
- (2) **KINGDOM BANK LIMITED** the registered office of which is at Media House, Pudge Road, Beeston, Nottingham, NG9 2RS and the company registration number of which is 4346834 (**Bank**)

NOW THIS DEED WITNESSES as follows:

1. Definitions and interpretation

1.1. Definitions in this Charge (unless the context otherwise requires):

1925 Act means the Law of Property Act 1925;

2011 Act means the Charities Act 2011;

Charged Property means all the assets, property and undertaking for the time being subject to any security created by this Charge (and references to the Charged Property shall include references to any part of it);

CIO means a charitable incorporated organisation;

Environment	means the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media;
Environmental Law	means all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment;
Environmental Licence	means any authorisation, permit or licence necessary under Environmental Law in respect of any of the Charged Property;
Event of Default	shall have the same meaning given to that term in the Facility Letter
Facility Letter	means the facility agreement dated 24 January 2024 and made between the parties hereto and any variation amendment or extension thereof or supplement thereto from time to time in force;
Insurance Policy	means each contract or policy of insurance effected or maintained by the Borrower in respect of the Charged Property;

Premises	means the property referred to in Schedule 1, all fixtures and fittings and any fixed plant or machinery in or about it, and all and every interest in it or in the proceeds of sale of it which the Borrower may charge at law or in equity;
Receiver	means a receiver or a receiver and manager of any or all of the Charged Property;
Rental Income	means all amounts paid or payable to or for the account of the Borrower in connection with the letting, licence, grant of other rights of use or occupation of all or any part of the Premises;
Secured Sums	means all money and liabilities from time to time due owing or incurred to the Bank by the Borrower under the terms of the Facility Letter and/or this Charge (whether actually or contingently, solely or jointly with any other person, or as principal or surety), including sums becoming due under this Charge and interest, discount commission or other lawful charges and expenses which the Bank may in the course of its business charge for keeping the Borrower's account or in respect of any of the matters specified above and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgment obtained;
Security	means any mortgage, charge (whether fixed or floating, legal or equitable) pledge, loan, assignment by way of security or other security interest securing

any obligation of any person, or any other agreement or arrangement having a similar effect;

Security Period means the period starting on the date of this Charge and ending on the date on which the Bank is satisfied that all the Secured Sums have been unconditionally and irrevocably paid and discharged in full and no further Secured Sums are capable of being outstanding.

1.2. Interpretation

In this Charge:

- a) clause and Schedule headings shall not affect the interpretation of this Charge;
- b) a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- d) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- e) a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this Charge shall be binding on, and enure to the benefit of, the parties to this Charge and their respective personal representatives, successors, permitted assigns and permitted transferees;
- f) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

- g) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- h) a reference to **writing** or **written** includes fax and email;
- i) an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- j) a reference to **this Charge** (or any provision of it) or to any other agreement or document referred to in this Charge is a reference to this Charge, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Charge) from time to time;
- k) unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this Charge;
- l) any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- m) where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them;
- n) a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amend** and **amended** shall be construed accordingly);
- o) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- p) a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- q) a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it.

- r) a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.3. Law of Property (Miscellaneous Provisions) Act 1989 (**1989 Act**)

For the purposes of section 2 of the 1989 Act, the terms of the Facility Letter and of any side letters between any parties in relation to the Facility Letter are incorporated into this Charge.

1.4. Perpetuity Period

If the rule against perpetuities applies to any trust created by this Charge, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

2. Payment of Secured Sums

The Borrower covenants with the Bank that, as and when the Secured Sums or any part of them are due for payment, the Borrower will on demand pay the Secured Sums, or the part of them due to be paid, to the Bank.

3. Legal charge and assignment

3.1. The Borrower, with full title guarantee as a continuing Security for the payment and discharge of the Secured Sums:

- a) charges the Premises to the Bank by way of **first** legal mortgage;
- b) if it is a company or a CIO charges all movable plant, machinery, implements, building materials, furniture and equipment now or from time to time placed on or used in or about the Premises (**Moveable Assets**) by way of floating security;
- c) charges by way of fixed charge all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy, the Rental Income and the benefit of any guarantee or security in respect of the Rental Income to the extent not effectively assigned under clause 3.2;

- d) charges by way of fixed charge the benefit of all other contracts, guarantees, appointments and warranties relating to the Charged Property and other documents to which the Borrower is a party or which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of the Charged Property or otherwise relating to the Charged Property (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them); and
- e) charges by way of fixed charge all authorisations (statutory or otherwise) held or required in connection with the Borrower's activities carried on at the Premises or the use of any Charged Property, and all rights in connection with them.

3.2. As a continuing Security for the payment and discharge of the Secured Sums, the Borrower with full title guarantee assigns to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Sums:

- a) all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy; and
- b) the Rental Income and the benefit of any guarantee or security in respect of the Rental Income;

provided that nothing in this clause 3.2 shall constitute the Bank as mortgagee in possession.

4. Further advances

This Charge is intended to secure further advances but the Bank is not obligated to make them.

5. Borrower's covenants

The Borrower covenants with the Bank to observe and perform the restrictions and obligations set out below.

5.1. Repair

The Borrower must keep the Premises and Moveable Assets thereon in a good state of repair and in good working order and condition, and renew and replace the fixtures and fittings, fixed plant and machinery and Moveable Assets about the Premises when they become obsolete, worn out or destroyed with others of a like nature or equal value.

5.2. Outgoings

The Borrower must pay all rents, rates, taxes, levies, assessments, impositions and outgoings whatsoever, whether governmental, municipal or otherwise, imposed upon or payable in respect of the Premises as and when they become payable and must produce the receipt for such payments on demand.

5.3. Bank's right of inspection

The Borrower must permit the Bank, any Receiver and any persons appointed by either of them to enter upon all buildings, erections or structures forming part of the Premises (without prejudice to the powers conferred by this Charge and without becoming a mortgagee in possession) for any reasonable purpose and to view the state of them.

5.4. Not to alter buildings or carry out development

- a) The Borrower must not pull down or remove the whole or any part of any building forming part of the Premises nor permit the same to occur and must not make any alterations to any buildings, erections or structures, fixed plant or machinery, fixtures or fittings for the time being forming part of the Premises or put up or erect any new buildings without the previous consent in writing of the Bank, or otherwise than in accordance with plans, elevations and specifications previously submitted to and specifically approved by the Bank in writing (such consent not to be unreasonably withheld or delayed).
- b) The Borrower shall not, without the prior written consent of the Bank:

- i) make or, in so far as it is able, permit others to make any application for planning permission or development consent in respect of the Premises or any part thereof; or
- ii) carry out or permit or suffer to be carried out on the Premises any development (as defined in each of the Town and Country Planning Act 1990 and the Planning Act 2008) or change or permit or suffer to be changed the use of the Premises or any part thereof.

5.5. Compliance with covenants and notices

- a) The Borrower must observe and perform all covenants, conditions, agreements or obligations on its part to be observed and performed contained in any lease under which the Premises are held by it, and must enforce observance and performance of the landlord's covenants in any such lease.
- b) If the Borrower receives any notice served under section 146 of the 1925 Act, or any proceedings for forfeiture of its lease or any superior lease are commenced, or the landlord or any superior landlord attempts to re-enter under the provisions of its lease, it must give immediate notice in writing to the Bank and at the request of the Bank, but at the expense of the Borrower, take such steps as the Bank may require.

5.6. Insurance

The Borrower must insure, and keep insured, in the name of the Borrower, such of the Premises and Moveable Assets as are of an insurable nature, against loss or damage, to their full insurable value, in a manner approved by the Bank. If so required, the Borrower must deposit with the Bank every such policy of insurance and the receipt for the latest premium payable under the policy. The Borrower shall, if requested by the Bank procure that a note of the Bank's interest is endorsed on every such policy of insurance or the Bank is named as co-insured in respect of its own separate insurable interest under every such policy of insurance.

5.7. Proceeds from insurance claims

The Borrower must ensure that all money payable under any insurance in respect of loss or damage to the Charged Property, whether effected or maintained pursuant to the covenants contained in this Charge or otherwise, is paid to the Bank or, if it is paid to the Borrower, must hold it on trust for the Bank to be applied in making good the loss or damage in respect of which it is received or, if the Bank so requires, in or towards the discharge of the Secured Sums.

5.8. Compliance with terms of conveyances etc

The Borrower must observe and perform the terms of all conveyances, grants, assignments, contracts, agreements and other deeds and documents from time to time affecting the Premises and binding on the Borrower.

5.9. Compliance with laws and regulations

The Borrower must observe and comply with every law or regulation relating to or affecting the Charged Property or the use of the Charged Property for any purpose or the employment of persons in the Premises, and must execute all works and provide and maintain all arrangements which are or may be recommended, directed or required to be executed, provided or maintained at any time by any authorised person, authority or body or that are required to be made by the Borrower under any law or regulation.

5.10. Not to create other mortgages

The Borrower must not create, or permit to subsist, any mortgage, pledge, charge, encumbrance, lien or other security interest in the Charged Property other than this Charge.

5.11. Not to sell the Premises etc

- a) The Borrower must not without the prior written consent of the Bank sell or dispose of the Premises, or any estate or interest in them.
- b) The Borrower must not without the prior written consent of the Bank sell or dispose of the Moveable Assets except in the ordinary course of operation.

- c) The Borrower must not, without the prior written consent of the Bank
 - i) grant any licence or tenancy affecting the whole or any part of the Premises or agree to grant the same (this restriction shall not apply to the hiring out of rooms or facilities for specific events on an hourly basis);
 - ii) accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the Premises (or agree to do any of the aforesaid);
 - iii) let any person into occupation or share occupation of the whole or any part of the Premises; or
 - iv) grant any consent or licence under any lease or licence affecting the Premises.

5.12. Rental Income covenants

- a) The Borrower shall not deal with the Rental Income except by getting it in and realising it in the ordinary and usual course of its business and shall, immediately on receipt, pay all Rental Income into such account as the Bank may direct from time to time. The Borrower shall, pending that payment into such account, hold all Rental Income on trust for the Bank.
- b) The Borrower agrees with the Bank that any monies received by the Bank under clause 5.12(a) shall not constitute the Bank as mortgagee in possession of the Premises.
- c) The Borrower shall, promptly following the occurrence of an Event of Default, give notice to the relevant tenant, guarantor and/or surety of the assignment under clause 3.2(b) of the Borrower's rights and interest to the Rental Income and procure that each addressee of such notice promptly provides an acknowledgement of that notice to the Bank.

5.13. Perfecting security

The Borrower must execute and do all such assurances and things as the Bank may require for perfecting this security, preserving the Charged Property,

facilitating the realisation of the Charged Property in such manner as the Bank may think fit and directs, and for exercising all powers, authorities and discretions conferred by this Charge or by law on the Bank or any Receiver appointed by it.

5.14. Enforcement of rights

The Borrower shall use its best endeavours to:

- a) procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Borrower and forming part of the Charged Property of the covenants and other obligations imposed on such counterparty; and
- b) enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Property that the Bank may require from time to time.

5.15. Title documents

The Borrower shall, on the execution of this Charge, deposit with the Bank and the Bank shall, for the duration of this Charge, be entitled to hold:

- a) all deeds and documents of title relating to the Charged Property that are in the possession or control of the Borrower (and if these are not within the possession and/or control of the Borrower, the Borrower undertakes to obtain possession of all these deeds and documents of title); and
- b) each Insurance Policy.

5.16. Notices to be given by the Borrower

- a) The Borrower shall immediately on the execution of this Charge, give notice to the relevant insurers of the assignment of the Borrower's rights and interest in and under each Insurance Policy (including the proceeds of any claims under that Insurance Policy) under clause 3.2(a) and procure that each addressee of such notice promptly provides an acknowledgement of that notice to the Bank; and

- b) The Borrower shall obtain the Bank's prior approval of the form of any notice or acknowledgement to be used under this clause 5.16.

5.17. No restrictive obligations

The Borrower shall not, without the prior written consent of the Bank, enter into any onerous or restrictive obligations affecting the whole or any part of the Premises or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of the Premises.

5.18. Proprietary rights

The Borrower shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Charged Property without the prior written consent of the Bank.

5.19. Environment

The Borrower shall in respect of the Charged Property:

- a) comply in all material respects with all the requirements of Environmental Law; and
- b) obtain and comply in all material respects with all Environmental Licences.

5.20. Payment of costs etc

The Borrower must pay on demand, and must indemnify the Bank against, all costs, charges and expenses (whether in the nature of income or capital) incurred by the Bank, or by any Receiver appointed by it, in, or in connection with, the exercise of any powers conferred by this Charge or by statute or which they or either of them incur in, or in connection with, the recovery or attempted recovery of the Secured Sums, the preservation or attempted preservation of this security or the Charged Property, and the remuneration of any Receiver.

6. Statutory powers

- 6.1. The statutory powers conferred on the Bank as varied and extended by this Charge and all other powers conferred in this Charge shall, in favour of any purchaser (as defined in section 205 of the 1925 Act) or person dealing in good

faith, be deemed to arise and be exercisable immediately after the execution of this Charge.

- 6.2. The Borrower must not exercise any of the powers of leasing or accepting surrenders of leases conferred by sections 99 and 100 of the 1925 Act or by common law without the consent in writing of the Bank previously obtained, but the Bank may grant or accept surrenders of leases without restriction after the power of sale has become exercisable.
- 6.3. The restriction on the right of consolidating mortgage securities that is contained in section 93 of the 1925 Act shall not apply to this security.

7. Enforcement of security

7.1. Powers to be exercisable without restrictions

Section 103 of the 1925 Act shall not apply to this security. The security constituted by this Charge shall become immediately enforceable and the powers conferred on the Bank by the 1925 Act and this Charge immediately exercisable if an Event of Default occurs. The restrictions contained in the 1925 Act as to the giving of notice or otherwise, with respect to the whole or any part of the Charged Property shall not apply.

7.2. Appointment of Receiver

- a) At any time after the security constituted by this Charge has become enforceable or at the request of the Borrower or if at any time the Charged Property appears to the Bank to be in danger of being taken in execution by any creditor of the Borrower or to be otherwise in jeopardy, the Bank may by writing under the hand of any officer of the Bank and without notice to the Borrower:
 - i) appoint any one or more person (whether an officer of the Bank or not) to be a Receiver of all or any part of the Charged Property; and
 - ii) remove any such Receiver and may appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

- b) None of the restrictions imposed by the 1925 Act in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply. The Bank may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the 1925 Act and the remuneration of the Receiver shall be a debt secured by this Charge to the extent not otherwise discharged. If there is more than one Receiver holding office at the same time each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Charge individually and to the exclusion of the other Receiver.
- c) Any Receiver so appointed shall, in addition to the powers conferred by the 1925 Act, to such extent and upon such terms and conditions as the Receiver may in the Receiver's absolute discretion think fit and without being responsible for any loss or damage which may arise or be occasioned, have power at his discretion:
- i) to take possession of collect and get in the Charged Property or any part of them;
 - ii) to repair, insure, protect, improve, enlarge, develop, build, reconstruct or replace the Premises or any part of them, or to acquire by purchase lease or otherwise any further property assets or rights and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same;
 - iii) to dispose, or concur in disposing, of or let or concur in letting the Premises or any part of them, surrender or accept surrenders of any lease or concur in surrendering or accepting surrenders of any lease of the Premises or any part of them, and in particular (but without prejudice to the generality of the above) to carry such disposal, letting or surrender into effect by conveying, transferring, leasing, letting, surrendering or

accepting surrenders in the name or on behalf of the Borrower or otherwise;

- iv) to sell, transfer or otherwise dispose of the Charged Property on such terms as the Receiver thinks fit;
- v) to exercise all the powers conferred on the Borrower by any statute, deed or contract in respect of any part of the Charged Property;
- vi) to make any arrangement or compromise in respect of the rights of the Borrower;
- vii) to appoint, employ or dismiss managers, officers, contractors, agents, professional advisers, workmen and other personnel on any terms and subject to any condition he thinks fit;
- viii) to raise or borrow money on the security of the Charged Property, from the Bank or otherwise;
- ix) to carry on, manage or develop the activities of the Borrower carried on at the Premises;
- x) to sever and sell separately any fixtures or fittings or fixed plant and machinery from the Premises without the consent of the Borrower;
- xi) to bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any Charged Property that he thinks fit.
- xii) to retain the Receiver's remuneration and all costs, charges and expenses incurred by the Receiver out of any money received by the Receiver;
- xiii) to do all such other acts and things as the Receiver may consider incidental or conducive to the exercise of any of the above powers; and

- xiv) to do anything in relation to the Charged Property that the Receiver could do if the Receiver were absolutely entitled to them.

The Receiver shall in the exercise of the Receiver's powers conform to any regulations and directions made by the Bank and shall not be responsible, nor shall the Bank be responsible, for any loss occasioned as a result.

- d) A Receiver appointed under this Charge shall be deemed to be the agent of the Borrower, and the Borrower alone shall be responsible for the Receiver's acts and defaults and the Receiver's remuneration.

7.3. Exercise of Receiver's powers by the Bank

At any time after this security has become enforceable and notwithstanding the appointment of any Receiver under it, the Bank may at its discretion, without being responsible for any loss or damage that may arise in that connection and without any consent by the Borrower, exercise any power a Receiver appointed by it could exercise.

7.4. Sale of the Charged Property

Where the Charged Property or any part of it is sold by the Bank or any Receiver appointed by it they may be sold:

- a) together or in parcels;
- b) by public auction or private contract; and
- c) for a lump sum, a sum payable by instalments, or a sum on account and a mortgage or charge for the balance.

The Bank or Receiver may make any special or other stipulations as to title or otherwise which the Bank or the Receiver consider expedient and may buy in, rescind or vary any contract for sale. Any sale may be to a company in which the Bank has an interest and may be in consideration of shares or securities in such company or of any other company and may be for such consideration as the Bank or the Receiver (as the case may be) considers sufficient.

8. Money arising on enforcement of security

8.1. Subject to clause 8.2, all money arising from the exercise of the powers of enforcement of the security constituted by or pursuant to this Charge shall be applied in the following order of priority:

- a) in payment or satisfaction of the costs, expenses and liabilities incurred in or about the exercise of such powers or otherwise in relation to this Charge or the Premises including the remuneration of any Receiver;
- b) in payment of the interest remaining unpaid; and
- c) in payment of all principal money, premiums or other sums comprised in the Secured Sums;

and any other surplus may be paid to the person so entitled.

8.2. If the Bank so determines, payments may be made on account of the principal money, premiums or other sums comprised in the Secured Sums before the interest or the whole of the interest on the Secured Sums has been paid, but this alteration in the order of payment shall not prejudice the right of the Borrower to receive the full amount to which it would have been entitled if the ordinary order of payment had been observed, or any less amount which the sum ultimately realised from the security may be sufficient to pay.

9. Power of attorney

The Borrower irrevocably and by way of security appoints the Bank, every Receiver and any person nominated for the purpose by the Bank in writing under hand by an officer of the Bank severally as attorney of the Borrower for the Borrower, in its name, on its behalf and as its act and deed to execute, seal and deliver and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the covenants, undertakings and provisions contained in this Charge or which may be required or deemed proper in the exercise of any rights or powers under this Charge or otherwise for any of the purposes of this security; and the Borrower ratifies and confirms and covenants with the Bank to ratify and confirm all acts or things made done or executed by such attorney as specified above.

10. Liability of the Bank or Receiver

Neither the Bank nor any Receiver appointed by the Bank shall by reason of the Bank or any such Receiver entering into possession of the Premises or any part of them be liable to account as mortgagee in possession or for anything except actual receipts or be liable for any loss upon realisation or for any default or omission or which a mortgagee in possession might be liable.

11. Persons dealing with the Bank or Receiver

No person dealing with the Bank, any Receiver appointed by it, or its or his attorney or agent shall be concerned, bound or entitled to enquire, or be affected by notice as to:

- 11.1. whether this security has become enforceable,
- 11.2. whether any power exercised or purported to be exercised by the Bank or a Receiver has become exercisable,
- 11.3. as to the propriety, regularity or purpose of the exercise of any power under this Charge,
- 11.4. whether any money remains due on the security of this Charge, or
- 11.5. as to the necessity or expediency of the stipulations and conditions subject to which any disposition is made,

and the receipt of the Bank, any Receiver, or its or his attorney or agent for any money shall effectually discharge the payer from such matters and from being concerned to see to the application, or being answerable for the loss or misapplication of, the money.

12. Continuing security

- 12.1. This security shall be a continuing security to the Bank, shall not be considered as satisfied or discharged by any intermediate payment of the whole or part of the Secured Sums and shall be in addition, and without prejudice, to and shall not affect any other mortgages, charges, securities, liens, remedies or guarantees whatsoever which may now or at any time subsequently be held for or in respect of the Secured Sums.
- 12.2. The Bank may, on receiving notice that the Borrower has encumbered the Premises or any of the other Charged Property, close any account with the

Borrower and open a new account and (without prejudice to any right of the Bank to combine accounts) no money paid in or carried to the Borrower's credit in any such new account shall be appropriated towards, or have the effect of discharging, any part of the amount due to the Bank on any such closed account.

- 12.3. If the Bank does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received the notice, and as from that time all payments made by the Borrower 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 Bank at the time when it received the notice.

13. Default by the Borrower

Without prejudice to any other rights and remedies of the Bank and whether or not the Secured Sums have become due, if default is at any time made by the Borrower in the performance of all or any of the covenants contained in this Charge it shall be lawful but not obligatory for the Bank to perform them or to settle, liquidate, compound or contest any claim made against the Borrower and to pay all costs, expenses and damages occasioned as a result and with power, in the case of failure to repair buildings or to carry out any works or do any things in accordance with the covenants and obligations contained above, to enter upon the Premises without being deemed to be a mortgagee in possession by reason of such entry.

14. Indulgence

The Bank may at any time or times, without discharging or in any way prejudicing this security or any remedy of Bank under this Charge:

- 14.1. grant to the Borrower or to any other person time or indulgence or further credit, loans or advances;
- 14.2. enter into any arrangement, or variation of rights; or
- 14.3. abstain from perfecting or enforcing any remedies, securities, guarantees or rights that it may now or subsequently have from or against the Borrower or any other person.

15. Demands and notices

- 15.1. A demand or notice under this Charge shall be made in writing, signed by an officer of the Bank, and may be served on the Borrower either personally or by post.
- 15.2. A demand or notice by post may be addressed to the Borrower at its address or place of business last known to the Bank.
- 15.3. A demand or notice so addressed and posted shall be effective notwithstanding that it is returned undelivered and (in the case of a non-corporate borrower) notwithstanding the death of the Borrower.

16. Representation and warranty

The Borrower makes the representations and warranties below to the Bank on the date of this Charge and are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition:

- 16.1. the execution of this Charge and the observance and performance of the Borrower's obligations under this Charge does not contravene any charge, mortgage, lease, loan facility or other agreement.
- 16.2. there subsists no breach of any law or regulation which materially and adversely affects or would affect the value of the Premises or any of the other Charged Property.
- 16.3. the Borrower has not received any notice of any adverse claim by any person in respect of the Premises or any interest in it nor has any acknowledgement been given to any person in respect of the Premises.
- 16.4. to the best of its knowledge and belief no waste or noxious offensive or other dangerous substance has been used disposed of produced stored or deposited under on or in the Premises.
- 16.5. the Borrower has, at all times, complied in all material respects with all applicable Environmental Law and Environmental Licences.
- 16.6. in respect of information for valuations and certificates of title:
 - a) all written information supplied by the Borrower or on its behalf for the purpose of each valuation and certificate of title or report on title was

true and accurate in all material respects at its date or at the date (if any) on which it was stated to be given.

- b) the information referred to in clause 16.6(a) was, at its date or at the date (if any) on which it was stated to be given, complete and the Borrower did not omit to supply any information that, if disclosed, would adversely affect the valuation or certificate of title.
- c) in the case of the first valuation and certificate of title (or report on title) only, nothing has occurred since the date the information referred to in clause 6.16(a) was supplied and the date of this Charge which would adversely affect such valuation or certificate of title (or report on title).

16.7. the Charged Property is free from any Security other than the Security created by this Charge.

16.8. this Charge does not contravene the Borrower's constitutional or governing documents.

17. Charity

17.1. The land charged is held by the Borrower a non-exempt charity and this Charge is not one falling within Section 124 (9) of the Charities Act 2011, but there is power under the trusts of the charity to grant the charge and the requirements of section 124(2) of that Act have been complied with.

18. Registered Land

The Borrower applies to the Land Registry for a restriction in the following terms to be entered on the register of title to the Premises 'no disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [28 MARCH 2024] in favour of the Bank referred to in the charges register'.

19. Transfer

This Charge is freely assignable or transferable by the Bank.

20. Law and Jurisdiction

This Charge is governed by and shall be construed in accordance with English law.

IN WITNESS whereof this Charge has been duly executed as a deed by the Borrower and takes effect on the date first above written and has been signed by the Bank

SCHEDULE 1

The Premises

All that freehold property known as 80 Westbury Crescent, Oxford, OX4 3SA and registered at the Land Registry with absolute title under Title Number ON799

Borrower

EXECUTED as a DEED by
THE LITTLE GATE TRUST acting by a
director and its secretary or two directors

Director signature:

Director print name: *ALEXANDER MARGHAM*

Director/secretary signature:

Director/secretary print name: *P.J. LINDEN*

or

EXECUTED as a DEED by
THE LITTLE GATE TRUST acting by
a director in the presence of:-

Director signature:

Director print name:

Witness Signature:

Witness Name:
(IN BLOCK CAPITAL)

Witness Address:

Witness Occupation:

Bank

Signed by
For and on behalf of
Kingdom Bank Limited

.....
Authorised Signatory

