



**Registration of a Charge**

Company name: **BLACKMORE SPV 2 LTD**

Company number: **10211182**



X86UT18Y

Received for Electronic Filing: **03/06/2019**

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**Details of Charge**

Date of creation: **03/06/2019**

Charge code: **1021 1182 0002**

Persons entitled: **NEXTIUS FINANCE VCIC AIFLNP LTD**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS LAND ON THE NORTH SIDE OF CHURCH FARM, CULMHEAD, TAUNTON TA3 7EE AND LAND ADJOINING CHURCH FARM BARN, CULMHEAD, TAUNTON TA3 7EE ST264697 AND ST334516**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

**BRIGHTSTONE LAW LLP**



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

Company number: 10211182

Charge code: 1021 1182 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd June 2019 and created by BLACKMORE SPV 2 LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd June 2019 .

Given at Companies House, Cardiff on 4th June 2019

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**

**NEXTIUS FINANCE VCIC AIFLNP LTD**

LEGAL CHARGE

**Loan Ref:**

**Date**

3<sup>rd</sup> June

**2019**

- The Lender** **NEXTIUS FINANCE VCIC AIFLNP LTD** a company registered in Cyprus (company no HE384571) whose office is 2 Damokleous, Lakatamia, Nicosia, Cyprus 2335
- The Borrower(s)** **BLACKMORE SPV 2 LTD** a company registered in England and Wales (company no 10211182) whose office is 53 King Street, Manchester M2 4LQ
- The Guarantor(s)** Phillip Andrew Nunn of Black Moss Farm, Black Moss Road, Dunham Massey, Altrincham WA14 5RG and Patrick Michael McCreesh of 74 Hedgerley Lane, Gerrards Cross SL9 8SX
- The Security** The freehold property known as Land on the north side of Church Farm, Culmhead, Taunton TA3 7EE and Land adjoining Church Farm Barns, Culmhead, Taunton TA3 7EE
- Land Registry Title Nos.** ST264697 and ST334516
- The Loan Term** 12 months from and including the date hereof
- Purpose of Loan** The development of the Property
- The Loan Repayment Day** 12 months from and including the date hereof
- Secured Liabilities** All present and future moneys, obligations and liabilities owed by The Borrower to The lender whether present or future and whether actual or contingent and whether owed, as principal or security and / or in any other capacity whatsoever
- Security Interest** Any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or any other type of encumbrance or security interest securing any obligation of any person or any other agreement or arrangement having or intending to have a similar effect
- (1) The Borrower hereby covenants with the Lender that it will, on demand, pay and discharge all liabilities, whether under this Legal Charge or not, to the Lender when they fall due.
- (2) As continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee hereby charges to the Lender:
- (a) by way of legal mortgage all the Borrower's present and future rights, title and interest in or to the Security;
  - (b) by way of a fixed charge over the proceeds of sale of the Security charged above;
  - (c) by way of a fixed charge over all fixtures and fittings, fixed plant or machinery from time to time attached to the Security; and
  - (d) by way of a fixed charge over all rents receivable from any lease granted out of the security (including any rental deposit).
- (3) Where the Security comprises of registered land the Borrower hereby consents to an application to the Chief Land Registrar to enter on the register a restriction that "no disposition of the registered estate by the proprietor of the registered estate, or by the provider 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 NEXTIUS FINANCE VCIC AIPLNP LTD referred to in the charges register". In the alternative the Borrower hereby consents to an application being made for an agreed notice to be registered against the Security by the Lender at HM Land registry.

(4) The Legal Charge secures further advances made under or pursuant to the terms of the Loan Facility.

(5) Restrictions.

The Borrower will not without the previous written consent of the Lender:-

- (a) create or permit to arise any Security Interest on the Security; or
- (b) dispose of the Security.

(6) Covenants

The Borrower covenants with the Lender:-

- (a) to keep the Security in a good and substantial repair throughout the term of the Loan and until redemption of the Loan is made;
- (b) To keep all buildings and fixtures on the Security insured with an insurer against such risks and in such amounts as the Lender may require and to procure that the Lender is named as co-insured as a loss payee (or if agreed by the Lender its interests noted thereon);
- (c) To observe and perform all covenants and conditions to which the Security or the user thereof is now or may hereafter be subjected (including any such headlease) and (if the Lender so requires) produce to the Lender evidence sufficient to satisfy the Lender that such covenants, stipulations and conditions have been observed and performed;
- (d) to observe and perform promptly all the requirements and regulations of the local and other competent authorities concerning the Security;
- (e) to procure that no person shall be entitled to assert any proprietary or other like right or interest over the Security or any part thereof without the prior written consent of the Lender;
- (f) to deposit with the Lender all insurance policies (or where the Lender agrees copies of them), deeds and documents of title relating to the Security;
- (g) to promptly pay all taxes, fees, duties, rates, charges and other outgoings in respect of the Security and if so requested by the Lender, produce evidence of payment to the Lender;
- (h) to provide to the Lender (within five business days of receipt) copies of all such notices, orders etc. received by the Borrower in relation to the Security;
- (i) to observe and perform all the requirements of environmental law and obtain and maintain all required permits and authorisations necessary to ensure there is no breach of environmental law;
- (j) to permit the Lender (or any person appointed by it) to enter and inspect the Security having given reasonable prior notice;
- (k) at its own cost, to prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provision as required) in favour of the Lender or a receiver as the Lender or any receiver (in its absolute discretion) requires from time to time over all or any part of the Security and give all notices, orders and directions which the Lender or any receiver may require (in its absolute discretion) for perfecting, protecting or facilitating the realisation of its security of the Security;
- (l) not to pull down or remove the whole or any part of the buildings forming part of the Security or make any material alterations to the Security;

- (m) not to carry out or permit or suffer to be carried out on the Security any development as defined in the Town and Country Planning Act 1990 or change or permit or suffer to be changed the use of the Security;
  - (n) not to enter into any onerous or restrictive obligation affecting the Security or any part thereof.
- (7) If the Borrower is at any time in breach of any of its obligations contained in the Legal Charge, the Lender shall be entitled (but shall not be bound) to remedy such breach (at the cost of the Borrower) and the Borrower hereby irrevocably authorises the Lender and its agents to do all such things necessary or desirable in connection therewith. The exercise by the Lender of its rights under this Clause 6 shall not make the Lender liable to account as a mortgagee in possession. Should the Borrower not be able to meet the costs of any repairs as may be needed, these will be added to the Loan balance and interest charged thereon at the prevalent monthly interest shown in the Loan Facility, these costs becoming payable on redemption of the Loan (and for the avoidance of doubt shall form part of the Secured Liabilities).

(8) Lease

Powers of granting, surrendering, renewing or amending leases, occupancies, tenancies or permitting occupancy of the Security other than by person(s) known to and agreed by the Lender will not be exercisable by the Borrower without the Lender's previous consent in writing.

(9) Default

The security constituted by the Legal Charge shall be enforceable if any of the following events occur:-

- (a) The Borrower or the Guarantor fails to pay any of the Secured Liabilities when due;
- (b) The Borrower or the Guarantor for any reason, fails duly and promptly to observe and perform any obligation or undertaking due pursuant to the terms of the Loss Agreement, the Guarantee or the Legal Charge;
- (c) any representation or warranty given or made by the Borrower or the Guarantor, including declaration and representations made in connection with the Loan application form and / or any supporting loan application documentation proves to be incorrect, inaccurate, incomplete or misleading in any respect;
- (d) The Borrower commences a meeting of, propose or make any arrangement of compensation with, reduce or miss payments with its creditors, secured or otherwise, or enter into or negotiate any assignment with its creditors;
- (e) The Borrower transfer, disposes of or threatens to transfer, dispose of or sell the Security without the Lender's consent, which shall not be unreasonably withheld if requested;
- (f) The Lender becomes aware that the Loan has been used otherwise than for the specific purpose stated in the Loan Facility;
- (g) The Borrower amends any tenancy or tenancy agreement or permits any person or persons to assume occupancy of the Security, or the Borrower becomes aware of any person or persons have or intend to assume occupancy of the Security without the Lender's consent;
- (h) where building / conversion / refurbishment or any other works are to be carried out to the Security, the Borrower fails to ensure these are to be carried out to a proper standard, by properly qualified contractors or fails to ensure all works are carried out in accordance with any planning permissions and consents needed or required;
- (i) where upon completion of any such works referred to in Clause 8(h) above or no later than 30 days from completion of the Loan or as may be agreed in writing by the Lender, the Borrower fails to provide to the Lender with a Certificate of Completion for such works, issued by a District Surveyor or any other relevant authority as may be reasonably requested by the Lender;

- (j) where in the case of the Loan being secured by a Second or Third Legal Charge on the Security, the Borrower fails to make payments on the due dates or default under the terms of the First Mortgage, Second Mortgage or any other mortgage or secured charge held on the Security;
- (k) any indebtedness of the Borrower or the Guarantor :-
  - (i) Is not paid when due;
  - (ii) becomes due and payable, or capable of being declared due and payable, prior to its specified maturity for any reason; or
  - (iii) any guarantee or indemnity or other assurances against financial loss given or assumed by the Borrower or the Guarantor is not honoured when due or called upon;
- (l) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other process is levied or enforced upon or sued out against, any part of the Security or any asset of the Guarantor or the Borrower and such attachment or process is not discharged within seven days;
- (m) The Borrower or the Guarantor suspends payment of its debts or is, or is deemed for the purposes of any applicable laws to be, unable to pay its debts as they fall due or admits inability to pay its debts as they fall due or commences registration with all or any class of its creditors with a view to the general readjustment or rescheduling of all or any class of its Indebtedness or proposes or enters into any assignment, composition or other arrangement for the benefit of its creditors generally or any class of creditors;
- (n) where the Borrower or the Guarantor is a corporate entity or in respect of a Company in which the Borrower is a Partner or a Director, a meeting of the Borrower or the Guarantor or that Company is convened for the purpose of considering any resolution for its winding up or its administration or any such resolution is passed, or any person presents a petition for the winding up or the administration of the Borrower or the Guarantor or that Company or any order for the winding up or administration of the Borrower or the Guarantor or that Company is made or any other step (including petition, proposal or convening a meeting) is taken with a view to the rehabilitation, administration, custodianship, liquidation, winding up or dissolution of, or any other insolvency or moratorium proceedings involving the Borrower, the Guarantor or that Company;
- (o) where the Borrower or the Guarantor is a corporate entity or in respect of a Company of which the Borrower is a Partner or a Director, any liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer is appointed in respect of the Borrower or the Guarantor or that Company or any part of the assets of any of them or the members of the Borrower or the Guarantor or that Company request the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer;
- (p) any steps are taken to enforce any Security Interest over any assets of the Borrower;
- (q) where the Borrower or the Guarantor is an individual, the Borrower or the Guarantor is declared bankrupt, compounds with its creditors or enters into a voluntary or other arrangement with its creditors or otherwise becomes unable to meet its debts and liabilities as and when they fall due or if any insolvency or bankruptcy proceedings are commenced or threatened against the Borrower or the Guarantor;
- (r) any event occurs or proceeding is taken with respect to the Borrower or the Guarantor or a Company of which the Borrower is a Partner or a Director in any jurisdiction to which it is subject, which has an effect equivalent or similar to any of the events mentioned in sub-paragraphs (n) and (p) above;
- (s) where the Borrower or the Guarantor is a corporate entity, the Borrower or the Guarantor suspends or ceases, or threatens to suspend or cease, to carry on its business;
- (t) The Guarantor or the Borrower dies or is mentally incapacitated;
- (u) The Borrower or the Guarantor has a judgement or any other form of court enforcement notice or order made against them which is not complied with;

- (v) all or any part of the Security is compulsorily purchased or the applicable local authority makes an order for compulsory purchase of the same;
- (w) The Security is destroyed or is damaged and, in the opinion of the Lender, the destruction or damage might have a material adverse effect;
- (x) when the Borrower is a corporate entity, control (as defined in Section 450 of the Corporation Tax Act 2010) of the Borrower is acquired by any person or group of connected persons not having control of the Borrower on the date of the Legal Charge;
- (y) any other circumstances occur which cause the Lender to believe that the Borrower's or the Guarantor's obligations to the Lender will not be met; or
- (z) an event of default (howsoever described) occurs under the Loan Facility,

and thereupon and at any time thereafter (whether or not any of the above events are continuing) without prejudice to any other rights of the Lender, the powers of sale under the Law of Property Act 1925 and all other powers of the Lender shall immediately be exercisable and the Lender may in its absolute discretion enforce all or any part of the security created by the Legal Charge as it sees fit.

(10) Costs

- (a) The Borrower will be responsible for all fees, charges, disbursements and costs, including the cost of any legal proceedings and disbursements which the Lender or a Receiver may incur in processing, selling up, completing and managing the Loan, enforcing the Loan Facility and Legal Charge and is discharge on or after the Loan Repayment Day has elapsed;
  - (b) all fees, charges and disbursements, if incurred and interest charged at the prevalent monthly interest rate set out in the Loan Facility, will be applied to the Loan balance and payable by the Borrower on demand. This includes, but is not limited to fees, charges, disbursements and costs incurred by the Lender or a receiver, when it becomes necessary for the Lender to instruct Solicitors and / or other parties or agents to collect arrears and / or commence legal proceedings because the Borrower has failed to redeem the Loan on the Loan Repayment Day;
  - (c) all costs incurred by the Lender in connection with the Loan Facility and Legal Charge or the collection of any monies due under the Loan Facility will be payable by the Borrower on a full indemnity basis :-
    - (i) in determining whether any and if so what steps are required to remedy any actual or apprehended breach by the Borrower or any of the covenants and obligations of the Loan Facility and the Legal Charge; or
    - (ii) in communicating with the Borrower or with anyone acting on the Borrower's behalf or with the Lender's own professional advisers in relation to any actual or apprehended breach by the Borrower of any of the covenants and obligations of the Loan Facility or Legal Charge;
  - (d) any interest, fees, charges or costs which become payable under the Loan Facility or Legal Charge shall, until payment is made by the Borrower, will be added to the Loan balance and interest charged thereon at the prevalent monthly interest shown in Clause 4 of the Loan Facility, which will be applied to the Loan balance and payable on redemption of the Loan;
- (11) If the Borrower is required by law to make a deduction or withholding the amount so payable shall be increased so that the amount receivable after deduction or withholding is equal to the amount which would have been received had no such deduction or withholding been required.

(12) Transfer:-

- (a) the Lender may transfer or assign any of its rights and obligations under the Loan and the Legal Charge to any other person(s), Business or Company at its discretion;
- (b) after any transfer, the transferee shall have the benefit of all covenants and provisions contained in the Loan Facility and the Legal Charge. the transferee may therefore at any time thereafter exercise all rights and remedies of the Legal Charge;



- (c) The Borrower may not assign or transfer any of its rights or obligations under the Loan Facility or the Legal Charge.

(13) Special Conditions

It is a condition of the loan that you will keep us fully apprised of all marketing plans for the property, including details of all viewings, interest and offers made.

(14) Rights and Remedies

- (a) at any time after the Security Interests constituted by the Legal Charge becomes enforceable, or at the request of the Borrower, the Lender may without further notice :-
  - (i) appoint a receiver or a receiver and manager of all or any part of the Security (or any substitute, the "Receiver"), and
  - (ii) (subject to Section 45 of the Insolvency Act 1986) from time to time remove any person appointed to be Receiver and appoint another in his place;
- (b) any Receiver shall in addition to the powers conferred on him in the Law of Property Act 1925 ("the LPA") and (if applicable) the Insolvency Act 1986 have power to do all such acts and things as an absolute owner could do in the management of such of the Security over which he is appointed and in particular :-
  - (i) to sell or dispose of any interest in the Security;
  - (ii) to undertake or complete any works of repair, building or development on the Security;
  - (iii) to grant or accept surrenders of any leases or tenancies affecting the Security upon such terms and subject to such conditions as he thinks fit;
  - (iv) to charge and receive such sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) as the Lender may prescribe or agree with him;
  - (v) to exercise all powers provided for in the LPA in the same way as if he had been duly appointed thereunder; and
  - (vi) to do all such other acts and things as he may consider to be incidental or conducive to any matters or powers aforesaid or which he lawfully may or can do as agent for the Borrower;
- (c) neither the Lender nor any Receiver shall be bound (whether by virtue of Section 109(8) of the Law of Property Act 1925, which is hereby varied accordingly, or otherwise) to pay or appropriate any receipt or payment in any particular order as between any of the Secured Liabilities. Any Receiver appointed by the Lender under the Legal Charge shall be the agent of the Borrower and the Borrower shall be solely responsible for his acts and remuneration, as well as for any defaults committed by him;
- (d) The Borrower hereby agrees to indemnify the Lender and any Receiver from and against all actions, claims, expenses, demands and liabilities incurred or which may at any time be incurred by him or by any manager, agent, officer, servant or workman for anything done or entitled to be done in the exercise or purported exercise of his powers under the provisions of the Legal Charge or pursuant hereto;
- (e) The Borrower shall reimburse the Lender and any Receiver on demand, on a full indemnity basis, for all costs, charges and expenses (including legal fees) incurred by the Lender and / or the Receiver in relation to the Legal Charge or the Security or in protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's rights under the Legal Charge;
- (f) The Borrower hereby irrevocably appoints the Lender and (jointly and severally) each and every Receiver of the Legal Charge to be the attorney of the Borrower and in its name and on its behalf and its act or deed or otherwise to execute any documents or any acts or things which such Receiver or the

Lender may consider expedient, the power of attorney hereby granted is to secure the performance of obligations owed in the donees within the meaning of the Powers of Attorney Act 1971;

- (g) The Borrower covenants with the Lender and with any Receiver that if required to do so it shall notify and confirm all transactions entered into by the Lender and / or any Receiver in the proper exercise of its or their powers in accordance with the Legal Charge;
- (h) for the purposes of Section 101 of the LPA the Secured Liabilities shall become due on the date hereof and in particular in favour of a purchaser the statutory power of sale (as hereby extended) shall become exercisable upon the Legal Charge becoming enforceable;
- (i) the power of sale applies to the Legal Charge free from the restrictions or conditions contained in Section 103 of the LPA;
- (j) the powers and remedies conferred on mortgagees by the LPA shall apply hereto with the exception that Section 93 of the LPA shall not apply to the Legal Charge.

(15) Distribution

- (a) on any sale of the Security by the Lender or any Receiver appointed by the Lender, the Lender may deduct from the sale proceeds :-
  - (i) the balance of the Loan;
  - (ii) any costs and expenses pursuant to the Loan Facility and Legal Charge;
  - (iii) interest as provided herein; and
  - (iv) all costs and expenses of sale;
- (b) upon taking possession of the Security, the Lender or a Receiver may sell any chattels at / in the Security which the Borrower has failed to remove after fourteen days of possession having occurred and credit the proceeds thereof to the Loan balance;
- (c) The Lender shall not be liable to the Borrower for any damage caused to the Security as a result of taking possession, whether or not the Borrower is subsequently allowed back into possession of the Security by the Lender.

(16) Notices

- (a) any notice or demand by the Lender may be served personally on any director or the secretary of the Borrower or may be sent by post or fax or delivered to the Borrower at the Borrower's address last known to the Lender;
- (b) a notice or demand by the Lender by post shall be deemed served on the Business Day after posting;
- (c) a notice or demand sent by the Lender by fax (i) during the Lender's working hours on a Business Day shall be deemed served on the day of sending (ii) at any other time shall be deemed served on the next following Business Day;
- (d) "Business Day" means any day other than a Saturday or Sunday on which banks are generally open for business in London.

(17) Miscellaneous

- (a) the terms of the Loan Facility and of any side letters between any parties in relation to the Loan Facility as incorporated in the Legal Charge to the extent required to ensure that any purported disposition of the Security contained in the Legal Charge is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989;

- (b) The Borrower waives any right of set-off it may have now or at any time in the future in respect of the Secured Liabilities (including sums payable by the Borrower under the Legal Charge);
- (c) The Lender may from time to time without notice and both before and after demand set off any obligation due from the Borrower to the Lender under the Legal Charge or the Loan Facility against any obligation owed by the Lender to the Borrower;
- (d) any certification or determination by the Lender under the Legal Charge or the Loan Facility is, in the absence of manifest error, conclusive evidence of the matters to which it relates;
- (e) this Legal Charge may be executed in one or more counterparts all of which when taken together shall be deemed to constitute one and the same instrument;
- (f) save as may be expressly provided herein, a third party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of the Legal Charge. The consent of any person who is not a party to the Legal Charge is not required to rescind or vary the Legal Charge or any other agreement entered into in connection with it;
- (g) any discharge or release shall be deemed to be conditional upon no payment or security received by the Lender being avoided, reduced or refunded;
- (h) The Legal Charge shall remain in full force and effect has a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or other, until the Lender discharges the Legal Charge in writing;
- (i) The Lender will be entitled to retain the Legal Charge for 6 months after repayment in full of the Secured Liabilities. If within that period any application is made, a petition is presented or a resolution is passed or other steps are taken for the winding up, the administration or the bankruptcy of the Borrower, the Guarantor or any other person who is liable in respect of, or has discharged any of, the Secured Liabilities, the Lender may retain the Legal charge for so long as it requires in respect of any liability of the Borrower under the Legal Charge;
- (j) If any provisions of the Legal Charge is or becomes invalid or unenforceable, the validity and enforceability of the remaining provision shall not be effected or implied;
- (k) this Legal Charge (including any non-contractual obligations arising out of or in connection with the same) is governed by, and shall be construed in accordance with, English law;
- (l) the parties intend the Legal Charge to be delivered on the first date specified on Page 1 of the Legal Charge and that the Legal Charge shall take effect as a deed notwithstanding that fact that the Lender may only execute the Legal charge under hand.

In witness of which the Legal Charge has been executed by the Borrower on the day and the year first stated above

Signed as a deed by  
**NEXTIUS FINANCE VCIC AIFLNP LTD**, a company incorporated in Cyprus  
acting by

who, in accordance with the laws of that territory, is acting under the authority of the company.


.....  
Signature in the name of the company

Date: .....

.....  
Signature of authorised signatory

Date: .....

Signed as a deed by  
**BLACKMORE SPV 2 LTD**  
acting by **PATRICK MCCREESH**,  
a director in the presence of

  
.....  
Director

Name of director: **PATRICK MCCREESH**

Witness Signature: 

Witness Name: **MEERA JANSEN**

Witness Address: **6 New Street Square, London**

Witness Occupation: **Solicitor**